



Deer Isle Homeowner's Association, Inc.

Post Office Box 652

Deerfield Beach, Florida 33443-0652

954-426-8228

Established in 1985

A Single Family Home Community

[Deerislehoa1985@aol.com](mailto:Deerislehoa1985@aol.com)

**ARTICLES OF INCORPORATION  
OF  
DEER ISLE HOMEOWNER'S ASSOCIATION, INC.**  
a Not-for-Profit Corporation

**I. NAME**

The name of this corporation shall be DEER ISLE HOMEOWNER'S ASSOCIATION, INC. sometimes hereinafter referred to as the "Association".

**II. PURPOSES**

The general nature, objects and purposes of the Association are as follows:

- A. To promote the health, safety and social welfare of the Owners of Property within that area referred to as Deer Isle in the Declaration of Covenants and Restrictions for Deer Isle to be recorded in the Public Records of Broward County, Florida.
- B. To own and maintain, repair and replace the general and/or Common Areas, sidewalks and/or access paths, streets and other Common Areas, lakes, structures, landscaping and other improvements in and/or benefiting Deer Isle for which the obligation to maintain and repair has been delegated and accepted.
- C. To control the specifications, architecture, design, appearance, elevation and location of landscaping around all buildings and improvements of any type including walls, fences, swimming pools, antennae, sewers, drains, disposal systems, or other structures constructed, placed or permitted to remain in Deer Isle as well as the alteration, improvement, addition and/or change thereto.
- D. To provide or provide for private security, fire protection and such other services the responsibility for which has been or may be accepted by the Association, and the capital improvements and equipment related thereto, in Deer Isle.
- E. To provide, purchase, acquire, replace, improve, maintain and/or repair such real property, buildings, structures, street lights, landscaping, paving and equipment, both real and personal, related to the health, safety and social welfare of the members of the Association as the Board of Directors in its discretion determines necessary, appropriate and/or convenient.
- F. To operate without profit for the sole and exclusive benefit of its members.
- G. To perform all of the functions contemplated of the Association, and undertaken by the Board of Directors of the Association, in the Declaration of Covenants and Restrictions.

**III. GENERAL POWERS**

The general powers that the Association shall have are as follows:

1. To hold funds solely and exclusively for the benefit of the members for purposes set forth in these Articles of Incorporation.
2. To promulgate and enforce rules, regulations, By-laws, covenants, restrictions and agreements to effectuate the purposes for which the Association is organized.
3. To delegate power or powers where such is deemed in the interest of the Association.

4. To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of interests in, real or personal property, except to the extent restricted hereby~ to enter into, make, perform or carry out contracts of every kind with any person, firm, corporation, association or other entity to do any and all acts necessary or expedient for carrying on any and all of the activities and pursuing any and all of the objects and purposes set forth in Amended Articles of Incorporation and not forbidden by the laws of the State of Florida.
5. To fix assessments to be levied against Property to defray expenses and the cost of effectuating the objects and purposes of the Association, and to create reasonable reserves for such expenditures, and to authorize its Board of Directors, in its discretion, to enter into agreements with mortgage companies and other organizations for the collection of such assessments.
6. To charge recipients for services rendered by the Association and the user for use of the Association Property when such is deemed appropriate by the Board of Directors of the Association.
7. To pay taxes and other charges, if any, on or against property owned or accepted by the Association.
8. In general, to have all powers conferred upon a corporation by the laws of The State of Florida, except as prohibited herein.

#### **IV. MEMBERS**

1. The members shall consist of the Property Owners in Deer Isle, the Property comprising Deer Isle being described in Section C of this article, and all such Property Owners shall be members of the Association.
  1. Owners of Property shall automatically become Members upon purchase of such Property.
2. "Owner", "Lot", and any other defined terms used herein, and elsewhere in the Amended Articles, are used with the definition given those terms in the aforesaid Declaration of Covenants and Restrictions for Deer Isle.
3. Deer Isle consists of that certain real property situated in Broward County, City of Deerfield Beach, Florida, described as follows: All of the lots of DEER ISLE and all of the lots of RIVER GLEN EAST, excluding parcels K, L, M, N, O, P, Q, R, S and T, according to the Plats thereof as recorded in Plat Book 122, Page 5, of the Public Records of Broward County, Florida, and in Plat Book 120, Page 44, in the said Records.

#### **V. VOTING AND ASSESSMENTS**

1. Subject to the restrictions and limitations hereinafter set forth, each member shall be entitled to one (1) vote for each Lot in which he holds the interest required for membership. When one or more persons holds such interest or interests in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. Except where otherwise required under the provisions of these Articles, the Declaration of Covenants and Restrictions for Deer Isle or by law, the

affirmative vote of the Owners of a majority of Lots represented at any meeting of the members duly called and at which a quorum is present, shall be binding upon the members.

2. The Association will obtain funds with which to operate by assessment of its members in accordance with the provisions of the Declaration of Covenants and Restrictions for Deer Isle, as supplemented by the provisions of the Articles and By-Laws of the Association relating thereto.

## **VI. BOARD OF DIRECTORS**

1. The affairs of the Association shall be managed by a board of Directors consisting of five (5) Directors. All Directors shall be members of the Association and residents of the state of Florida. Elections shall be by plurality vote. As many Directors shall be elected and appointed, as the case may be, as there are regular terms of office of Directors expiring at such time, and the term of the Director so elected or appointed at each annual election shall be for two (2) years expiring at the second annual election following their election, and thereafter until their successors are duly elected and qualified, or until removed from office with or without cause by affirmative vote of a majority of the members which elected or appointed them.
2. The names and addresses of the initial members of the first Board of Directors who shall hold office until the annual meeting of the members to be held in the year 1985 and until their successors are elected or appointed and have qualified, are as follows:

Fred Weinstein,	1300 North Federal Highway, Suite 212, Boca Raton, Florida 33432;
Charles Pignataro,	1300 North Federal Highway, Suite 212, Boca Raton, Florida 33433;
Earl Chambers,	EWE Properties, Ltd. 1441 "L" Street, N.W. Washington, DC 20005
Walter Intlekofer,	EWE Properties, Ltd. Small Business Administration 1441 "L" Street, N.W. Washington, DC 20005
Eric Benderson,	EWE Properties, Ltd. Small Business Administration 1441 "L" Street, N.W. Washington, DC 20005

## **VII. OFFICERS**

1. The officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create. Any two (2) or more offices may be held by the same person except the offices of President and Secretary. Officers shall be elected for a two (2) year term in accordance with the procedures set forth in the By-laws.

## **VIII. CORPORATE EXISTENCE**

The Association shall have perpetual existence.

## **IX. BY-LAWS**

The Board of Directors shall adopt By-Laws consistent with these Amended Articles and may be altered, amended or rescinded in the manner provided by the laws.

## **X. AMENDMENT TO ARTICLES OF INCORPORATION**

These Articles may be altered, amended or repealed by resolution of the Board of Directors.

## **XI. INDEMNIFICATION OF OFFICERS AND DIRECTORS**

- A. The Association hereby indemnifies any Director or officers made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding:
  1. Whether civil, criminal, administrative, or investigative, other than by one or in the right of the Association to procure a judgment in its favor, brought to impose a liability or penalty on such person for an act alleged to have been committed by such person in his capacity of Director or Officer of the Association, or in his capacity as Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorney's fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association, and in criminal actions or proceedings, without reasonable ground for belief that such action was unlawful. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not itself create a presumption that any such Director or Officer did not act in good faith in the reasonable belief that such action was in the best interests of the Association or that he had reasonable grounds for belief that such action was unlawful.

2. By or in the right of the Association to procure a judgment in its favor by reason of his being or having been a Director or officer of the Association, or by reason of his being or having been a Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against the reasonable expenses, including attorney's fees, actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association. Such person shall not be entitled to indemnification in relations to matters to which such person has been adjudged to have been guilty of negligence or misconduct in the performance of his duty to the Association unless, and only to the extent that, the court, administrative agency, or investigative body before which such action, suit or proceeding is held shall determine upon application that, despite The adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.
- B. The Board of Directors shall determine whether amounts for which a Director or Officer seeks indemnification, were properly incurred and whether such Director or Officer acted in good faith and in a manner he reasonably believed to be in the best interest of the Association, and whether, with respect to any criminal action or proceeding, he had no reasonable ground for belief that such action was unlawful. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action suit or proceeding.
- C. The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law.

### **XIII. TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED**

- A. No contract or transaction between the Association and one or more of its Directors, or Officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its Directors or Officers are Directors or Officers, have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the Director or Officer is present at or participates in the meeting of the Board or committee thereof which authorized the contract, or transaction, or solely because his or their votes are counted for such purpose. No Director or Officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.
- B. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

#### **XIV. DISSOLUTION OF THE ASSOCIATION**

- A. Upon dissolution of the Association, all of its assets remaining after provision for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner:
1. Dedication to any applicable municipal or other governmental authority of any property determined by the Board of Directors of the Association to be appropriate for such dedication and which the authority is willing to accept.
  2. Remaining assets shall be distributed among the members, subject to the limitations set forth below, as tenants in common, each member's share of the assets to be determined in accordance with its voting rights.
  3. The Association may be dissolved upon the resolution to that effect being recommended by three-fourths (3/4) of the members of the Board of Directors and, if such decree be necessary at the time of dissolution, after receipt of an appropriate decree as set forth in Florida Statutes Section 617.05 or statute of similar import, and approved by two-thirds (2/3) of the voting rights of the Association's members.

#### **XV. REGISTERED AGENT**

The initial registered office of the corporation shall be located at c/o Jeffrey Gerow, 4800 North Federal Highway, Suite 307B, Boca Raton, Florida 33431.

# *State of Florida*

## *Department of State*

I certify from the records of this office that DEER ISLE HOMEOWNER'S ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on October 14, 1985.

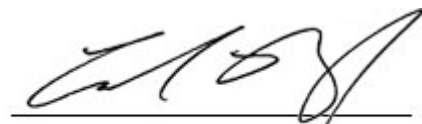
The document number of this corporation is N11577.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on January 31, 2024, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Thirty-first day of January,  
2024*



  
*Secretary of State*

Tracking Number: 3241369049CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



**2024 FLORIDA NOT FOR PROFIT CORPORATION ANNUAL REPORT**

DOCUMENT# N11577

**Entity Name:** DEER ISLE HOMEOWNER'S ASSOCIATION, INC.

**Current Principal Place of Business:**

277 NW 43RD WAY  
DEERFIELD BEACH, FL 33442

**Current Mailing Address:**

P.O. BOX 652  
DEERFIELD BEACH, FL 33443

**FEI Number:** 59-2772087

**Certificate of Status Desired:** Yes

**Name and Address of Current Registered Agent:**

GEROW, JEFFREY  
7000 W. PALMETTO PARK ROAD  
SUITE 210  
BOCA RATON, FL 33433 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

**SIGNATURE:** JEFFREY S. GEROW

01/31/2024

Electronic Signature of Registered Agent

Date

**Officer/Director Detail :**

Title           TREASURER  
Name           DE BOO, DOUGLAS  
Address        253 NW 42ND WAY  
City-State-Zip: DEERFIELD BEACH FL 33442

Title           SECRETARY  
Name           TIRITILL, JOSEPH  
Address        4116 NW 1ST STREET  
City-State-Zip: DEERFIELD BEACH FL 33442

Title           2ND VICE PRESIDENT  
Name           DEVRIES, JASON  
Address        765 NW 42ND WAY  
City-State-Zip: DEERFIELD BEACH FL 33442

Title           PRESIDENT  
Name           PEREZ, DAWN  
Address        277 NW 43RD WAY  
City-State-Zip: DEERFIELD BEACH FL 33442

Title           1ST VICE PRESIDENT  
Name           RIESS, JOHN  
Address        714 NW 42ND WAY  
City-State-Zip: DEERFIELD BEACH FL 33442

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

**SIGNATURE:** DOUGLAS DE BOO

TREASURER

01/31/2024

Electronic Signature of Signing Officer/Director Detail

Date

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR DEER ISLE**

**THIS DECLARATION**, made this 5th day of July, 1985 by EWE PROPERTIES, LTD., a Delaware corporation, hereinafter referred to as the "Declarant" and as the "Developer", is hereby revitalized by the Deer Isle Homeowner's Association, Inc., a Florida not-for-profit corporation, hereinafter referred to as "Association", for itself, its successors, assigns, and its Members concerning the property identified in Exhibit "A" hereto.

**WITNESSETH:**

Whereas, Declarant was the owner of certain real property consisting of platted parcels in Broward County, Florida, and identified in Exhibit "A" attached hereto, which is more particularly described as: BEING all Lots in all Units in DEER ISLE, according to plat of record in Plat Book 122, Page 5, in the Public Records of Broward County, Florida; and, Being all Lots in all Units in RIVER GLEN EAST, according to plat of record in Plat Book 120, Page 44, Public records of Broward County, Florida, excluding parcels K, L, M, N, O, P, Q, R, S and T as shown on said plat, public records of Broward County, Florida.

NOW, THEREFORE, Developer hereby declared that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall insure to the benefit of each owner thereof.

**ARTICLE I**  
**DEFINITIONS**

- Section 1.** "Association" or "Neighborhood Association" or "Homeowner's Association" shall mean and refer to DEER ISLE HOMEOWNER'S ASSOCIATION, INC. a non-profit corporation organized under the laws of the State of Florida, its successors and assigns.
- Section 2.** "Owner" or "Member" shall mean and refer to the record owners, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, (but excluding CONTRACT PURCHASERS) and including the Developer.
- Section 3.** "Deer Isle" or "Property" shall mean and refer to all such existing properties and additions thereto as are subject to this Declaration or any supplemental Declaration under the provisions hereof, and shall include the real property described above.
- Section 4.** "Common Area" shall mean all real and/or personal property (including the improvements thereto) owned by or dedicated to the Developer and/or the Association for the common use and enjoyment of the owner, including but not limited to, all water management tract, roads, recreational areas, open space, and all rights of use thereof.
- Section 5.** "Lot" shall mean and refer to any plot or parcel land shown upon any recorded subdivision map or plat of the Properties, with the exception of the Common Area, upon which a residential structure could be, or has been, constructed. Each Lot identified in

Exhibit "B" shall be held transferred, sold conveyed and occupied subject to the covenants and restrictions set forth herein, subject to Chapter 720, F.S., as it may be amended from time to time, which shall be a covenant running with the land and binding on all parties having any right, title or interest in the Lots, or any part thereof, their heirs, successors and assigns, and shall insure to the benefit of each owner thereof.

**Section 6.** "Declarant or Developer" shall mean and refer to EWE PROPERTIES, LTD., a Delaware corporation, and also its successors and assigns.

## **ARTICLE II** **PROPERTY RIGHTS**

**Section 1.** Owner's Easements of Enjoyment. Every Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Area and in and to the Designated Tract(s) which shall be appurtenant to and shall pass with the title to every Lot subject to the following provisions:

- a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- b) The right of the Association to suspend the voting rights and right to use the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.
- c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.
- d) The right of the Association to take such steps as are reasonably necessary to protect the Common Area against foreclosure.
- e) All provisions of this Declaration, any plat of all or any part or parts of the Property, and the Articles and By-Laws of the Association.
- f) Rules and regulations governing use and enjoyment of the Common Area adopted by the Association; and
- g) Restrictions contained on any and all plats of all or any part of the Common Area or filed separately with respect to all or any part or parts of the Property.

**Section 2.** Owner's Use of Lot. Use of Lots shall be limited to residential purposes.

**Section 3.** Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right or enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the Property.

**ARTICLE III**  
**MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

- Section 1.** Every record fee simple Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.
- Section 2.** The Association shall have one class of voting membership, which shall be the record fee simple Owner of a Lot. Each Lot shall have one vote regardless of the number of owners.

**ARTICLE IV**  
**COVENANT FOR MAINTENANCE ASSESSMENTS**

- Section 1.** **Creation of the Lien and Personal Obligation of Assessments.** The Developer, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, or major repair, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, thereon from the due date at the rate of 18% per annum, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien, subject to foreclosure, upon the property against which each such assessment is made, provided, however, no such assessment shall be a lien on the land until such lien has been recorded in the public records of Broward County, Florida. Each such assessment, together with interest, costs and reasonable attorney's 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. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.
- Section 2.** **Purpose of Assessments.** The assessments levied by the Association shall be used exclusively, except as hereinafter provided in Section 11, to promote the recreation, health, safety and welfare of the residents in the properties and for the improvement and maintenance of the Common Area, and of any easement in favor of the Association, including, but not limited to, the costs of taxes, insurance, labor, equipment, materials, management, maintenance and supervision thereof: as well as for such other purposes as are permissible activities of: and undertaken by, the Association.
- Section 3.** **Uniform rate of Assessment.** Assessments shall be fixed at a uniform rate as to all Lots within each class of membership, and may be collected, monthly, quarterly, or annually.
- Section 4.** **Maximum Annual Assessment.** Until January 1, 1987 the maximum annual assessment by the Association for each lot shall be Sixty Dollars (\$60.00) per lot. From and after January 1, 1987, the maximum annual assessment of the Association may be increased each year not more than twenty percent (20%) above the maximum assessment for the previous year without a vote of the membership. The maximum annual assessment may be increased above twenty percent (20%) by a vote of two-thirds (2/3) of the Members, who are voting in person or by proxy, at a meeting of the Association duly called for this purpose. The Association may fix the annual assessments at an amount not to exceed the maximum.

**Section 5. Special Assessments for Capital Improvements.** In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have been approved by two-thirds (2/3) of the members who are voting in person or by proxy at a Homeowners Association meeting duly called for this purpose.

**Section 6. Notice for any Action Authorized** Under Sections 4 and 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 or 5 shall be sent to all members of the Homeowners Association not less than thirty (30) days nor more than sixty (60) days in advance of the meeting, and shall set forth the purpose of the meeting.

**Section 7. Date of Commencement of Annual Assessments· Due Date.** The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance, lease, or dedication to the Association of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Homeowners Association shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors of the Association. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of that association setting forth whether the assessments on a Lot is binding upon that Association as of the date of its issuance.

**Section 8. Effect of Nonpayment of Assessments· Remedies of the Homeowners Association.** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 18% per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, or by abandonment of the Lot. In any action to enforce any assessment made hereunder, the prevailing party shall be entitled to a reasonable attorney's fee, including attorney's fees for appellate proceedings.

**Section 9. Subordination of the Lien to Mortgages.** The lien of the assessment provided for herein including that assessment provided for in Section 10, shall be subordinate to the lien of any first mortgage to a Federal or State chartered mortgage banking company, bank, life insurance company, savings and loan association, mutual savings bank, real investment trust, or institutional assignee or successor to such institution. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

**Section 10. Lot and Exterior Maintenance.** In the event an Owner of any Lot in the Properties shall fail to maintain his Lot and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after reasonable notice to the Owners, shall have the right, through its agents and employees, to enter upon said parcel

at reasonable hours on any day except Saturday or Sunday and to repair, clear, trim, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject, which shall be due and payable thirty (30) days from the date said assessment is made.

## ARTICLE V ARCHITECTURAL CONTROL

- Section 1.** No building, fence, wall, structure, or improvement of any kind shall be commenced, erected, placed or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, colors, dimensions, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Association, acting by and through an architectural control committee composed of three (3) or more representatives, who need not be members of the Association, appointed by the Board.
- Section 2.** In the event said Board, or its designated committee, fails to approve or disapprove such design and/or location within forty five (45) days after said plans and specification have been submitted to it, approval will not be further required and the provisions of this Article will be deemed to be fully satisfied.

## ARTICLE VI GENERAL RESTRICTIONS – USE AND OCCUPANCY

- Section 1.** **General Prohibition:** No dwelling, dwelling house, garage, outbuilding, structure of appurtenance of any kind, including additions or substantial alterations thereto, shall be erected, placed or maintained on the Properties or any portion thereof that does not conform to the standards, requirements, prohibitions and provisions of this Declaration, and all such construction shall be performed, completed, erected, placed and maintained only in accordance with the plans and specification required herein as approved by the Board.
- Section 2.** **Occupations in Homes.** Occupations in homes may be operated in a dwelling unit provided that they comply with all of the following conditions:
- a) Within a residential dwelling unit and only by the person or persons occupying that dwelling unit therein and no additional employees, workers, salesmen, independent contractors, etc., shall be permitted. Furthermore, nothing shall be done thereon which may be or which may become an annoyance or a nuisance to the Properties or adjacent properties.
  - b) Storage of materials and/or equipment, signs and/or advertising displays, motor vehicles (other than the owner's non-commercial vehicles) or any other indication that said premises is being used commercially shall be prohibited.
  - c) The home occupation does not exceed 20% of the total living area of a dwelling unit within which it is located.

d) Includes not more than one of the following uses, provided that such uses are clearly incidental and secondary to the use of the dwelling unit for residential purposes.

- I. Arts and Crafts.
- II. Custom dress maker, tailor, seamstress or milliner.
- III. Artist or musician.
- IV. Tutoring for more than one student at a time.
- V. Professional offices, excluding medical or dental (including architect, accountant, attorney, stock broker) and other business offices (excluding any general business use which normally utilizes vehicular equipment in the normal course of business, i.e. towing service, carpet cleaning, building trades, limousine service, etc. ) unless said vehicles are parked so that they not be seen from the street of the community.
- VI. Family home day care (in compliance with Florida Statute Chapter 402.313).
- VII. Catering

Furthermore, nothing shall be done thereon which may be or which may become an annoyance or a nuisance to the Properties or adjacent properties.

**Section 3.** **Single-Family Residential Use.** Except as provided in Section 2 above, no building or structure shall be erected, altered, placed or permitted to remain on any Lot other than one ( 1) single family residential dwelling and appurtenant outbuildings or structures as may be suitable and necessary for the purposes for which said Lot is permitted to be used.

**Section 4.** **Subdivision.** No Lot shall be subdivided or split by any means whatsoever into any greater number of residential plots nor into any residential plot or plots of smaller size without the express written consent of the Association's Board of Directors, and compliance with applicable Broward County or City of Deerfield Beach zoning and subdivision regulations.

**Section 5.** **Occupancy Before Completion.** No building or structure upon the Properties shall be occupied until the same is approved for occupancy by such governmental agency which is responsible for regulation of building construction and until it complies with terms and provisions of these covenants.

**Section 6.** **Maintenance and Repair.** All dwellings, structures, buildings, outbuildings, walls, driveways and fences placed or maintained on the Properties or any portion thereof shall at all times be maintained in good condition and repair.

**Section 7.** **Completion of Construction.** All exterior construction and paint and stain finishing for which plans and specifications are required herein to be submitted to the Association's Board of Directors for approval, shall be completed with six (6) months from the date of approval for said approval to remain in force and effect, unless said Board shall grant a greater period of time to complete said construction or shall grant an extension of said six-month period.

**Section 8.** **No Temporary Buildings.** No tent, shack, trailer, house trailer, basement, garage, or other outbuildings shall at any time be used on any Lot as a residence temporarily or permanently and no building or dwelling of a temporary character shall be permitted, except as follows: Buildings necessary for construction or sales taking place on the Properties and not intended to be used for living accommodations may be erected and maintained on the property only during the course of construction and sales.

**Section 9.**     **Ground Maintenance.**

- a) Grass, hedges, shrubs, vines and mass plantings of any type on each Lot shall be kept trimmed and shall at regular intervals be mowed, trimmed and cut so as to maintain the same in a neat and attractive manner. Trees, shrubs, vines and plants which die shall be promptly removed and replaced.
- b) No weeds, vegetation, rubbish, debris, garbage, objects, waste, materials, or materials of any kind whatsoever shall be placed or permitted to accumulate upon any portion of a Lot which would render it unsanitary, unsightly, offensive, or detrimental to the Properties in the vicinity thereof or to the occupants of any such property in such vicinity.
- c) No building material of any kind or character shall be placed or stored upon any Lot so as to open to view by the public or neighbors, unless such material will be used and is used within three (3) months after the construction of buildings or structures upon the lot on which the material is stored.
- d) Irrigation from adjacent canals or lakes will be allowed, provided the irrigation intake valve is submerged and not visible.

**Section 10.**     **Fences, Walls, Hedges, Mass Planting of Any Type.**

- a) No fence, wall, hedge, or mass planting of any types exceeding a height of six (6) feet above the finished graded surface of the ground upon which it is located, shall be constructed, planted, placed or maintained upon any Lot without the written consent and approval of the Association's Board of Directors.
- b) No hedge or mass planting or any type exceeding three (3) feet above the finished graded surface of the ground upon which it is located shall be constructed, planted, placed or maintained between the street and the front setback line of any Lot without the written consent and approval of the Association's Board of Directors.
- c) No fence shall be placed between the rear of any house and the front lot line.

**Section 11.**     **Animals, Birds and Fowl.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that a reasonable number of dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes. In the event of dispute as to the reasonability of the number of such cats, dogs or household pets kept upon the Properties, the decision and opinion of the Association's Board of Directors shall control.

**Section 12.**     **Laundry.** No clothes, sheets, blankets or other articles shall be hung out to dry in the side or front yards of any Lot except in a service yard or yard enclosed by a lattice, fence, wall or other screening device.

**Section 13.**     **Exterior Light Fixtures.** No exterior lighting fixtures shall be installed on any Lot or residential dwelling without adequate and proper shielding of the fixtures. No lighting fixture shall be installed that may become an annoyance or a nuisance to the residents of adjacent properties.

**Section 14.**     **Parking.** The parking of commercial vans (exclusive of mini-vans and conversion vans), trailers of any nature or of commercial vehicles (whether used for commercial purpose or not), which description shall include trucks, truck-tractors, semi-trailers, and buses, at any time on driveways, otherwise on said premises or on the public streets of said subdivision, is prohibited except for loading and unloading purposes or when parked



entirely within a garage permitted to be built under the provisions of these restrictions. Boats, trailers and similar recreational vehicles (exclusive of conversion vans), inoperable vehicles or vehicles under repair are not to be visible from any street; provided, however, that, any pickup truck or panel van having a load-carrying capacity of three-quarters (3/4) or one (1) ton or less shall be exempt from this Section if said vehicle displays no visible evidence of commercial use while parked.

**Section 15.** **Utility and Drainage Easements.** Easements for installation and maintenance of utilities and drainage facilities are shown on the plat, or are of record, and the same are reserved for such use. Within these easements, or on any Lot, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. Banks, swales and berms constituting a part of the lakes, swales and drainage canals located within the Properties shall remain undisturbed and properly maintained in keeping with their intended function. Where any portion of such berms, swales and banks lie within a Lot, the Owner of that Lot shall Maintain the same continuously and shall not disturb, damage or otherwise interfere with the berm, swale, drainage canal or other portion of said lake, drainage canal or system which adjoins said Owner's Lot.

**Section 16.** **Excavations.** No excavations for stone, gravel, and dirt or earth shall be made on any portion of the Properties; except for the construction of dwellings, walls, foundations, structures and other appurtenances, plans and specifications for which excavations have been approved by the Association's Board of Directors. Excavations may be made for swimming pools and landscaping without said Board approval, subject to this Declaration of Covenants.

**Section 17.** **Signs.** Except as otherwise permitted by the Association's Board of Directors, and except for signs used by a builder to advertise the property during the construction and sale period, no sign of any character shall be displayed or placed upon any Lot or living unit.

**Section 18.** **Refuse.** No trash, garbage, rubbish, debris, waste or materials or other refuse shall be deposited or allowed to accumulate or remain on any Lot. Unless otherwise approved by the Association's Board of Directors, lightweight containers weighing not more than twenty-five (25 lbs.) are permitted for trash, garbage, rubbish, debris, waste material or other refuse. Said containers must be tied or closed at all times and kept from view by the public or residents within the vicinity. Said containers shall not be placed at street side for removal or refuse prior to the evening before the announced pickup time. Said containers must be returned to the utility yard or enclosure within eight (8) hours after announced pickup time.

**Section 19.** **Nuisances.** No noxious or offensive trade or activity shall be permitted on any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

**Section 20.** **Preservation and Maintenance of Slopes, Banks and Swales.** No person shall reconstruct, damage or destroy, open, reduce, remove, alter, modify or install anything or improvement within, over or upon any bank, slope or swale without first obtaining written approval from the Homeowners Association's Board of Directors. No construction or excavation in the proximity of any canal, bank, slope or swale shall be

permitted which, in the opinion of the particular Board of Directors, would impair the stability of the said area.

**Section 21.** **Wells.** No water wells shall be dug on any Lot or on the Properties except for purposes of irrigation of landscaping.

**Section 22.** **Open Burning.**

- a) Open burning of wooden materials or vegetation generated by a land clearing operation or the demolition of a structure is allowed if said open burning takes place fifty (50) yards or more from any occupied building or public highway and is performed between 9:00A.M. and one (1) hour before sunset, or at other times when the approval of the Broward County or the City of Deerfield Beach Pollution Control Board, as appropriate, or other appropriate regulatory body, successor organizations, has been received.
- b) Open burning to reduce solid waste on occupied residential premises is not permitted.

**Section 23.** **Maintenance of Common Driveways.** Where one private driveway serves two or more Lots, maintenance of said driveway within areas set aside for access easements shall be the equal responsibility of the Owners of the Lots served by said driveway.

**Section 24.** **Swimming Pools.** Swimming pools may be constructed on any Lot provided that access to them from outside the Lot is controlled from all directions by fencing and the residential structure. If pools are protected by screens, such screens and their structures shall be approved by the Board.

**Section 25.** **Preservation of Existing Trees.** No existing tree greater than six (6) inches caliper, measured four and one-half (4 1/2) feet above the ground, shall be removed from any Lot for any reason except disease or unless said tree directly interferes with the erecting or placing of the living unit on said Lot.

**Section 26.** **Right to inspect.** The Association's Board of Directors may at any reasonable time or times during periods of construction or alteration and within thirty (30) days thereafter enter upon and inspect any Lot and any improvements thereon for the purpose of ascertaining whether the maintenance, construction or alteration of structures thereon are in compliance with the provisions hereof; and neither said Board nor any of its agents shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

**Section 27.** **Antennae and Aerials.** No exterior antennae or aerials shall be placed upon residences. No ham radios or radio transmission equipment shall be operated or permitted to be operated in subject property. No earth satellite signal reception equipment will be visible from the street.

**Section 28.** **Mailboxes.** No mailbox or paperbox or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected on any lot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by the Architectural Review Committee.

**Section 29.** **Overall Size and Setback Restrictions.** Except as permitted by Broward County or the City of Deerfield Beach, as appropriate, planning and zoning authorities specifically within the individual subdivided sections of the properties, platted or to be platted, the following overall restrictions shall apply as to dwelling and lot size, and to building location. Provided however, it is contemplated that individual subdivided sections of the properties, at the time of platting will receive such approval from Broward County or

City of Deerfield Beach, as appropriate, for variances or exemptions from the provisions of this section, and such approval shall be controlling; however, to the extent Broward County or City of Deerfield Beach, as appropriate, restrictions are more restrictive, they shall control.

- a) Dwelling Size. The ground floor of the main structure exclusive of one-story open porches, breezeways and garages shall not be less than 1,000 square feet for a one-story dwelling and not less than 450 square feet for a dwelling of one and one-half or two stories. Each residence shall have an enclosed garage for a minimum of two cars. No carports shall be permitted.
- b) Building Location. No building shall be located on any Lot nearer than 25 feet to the front Lot line or nearer than 25 feet to any side street line. No building shall be located nearer than 7 ½ feet to an interior Lot line. No dwelling shall be located on any interior Lot nearer than 15 feet to the rear Lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of the building; provided, however, that this shall not be constructed to permit any portion of a building on a Lot to encroach upon another Lot. If there shall be conflict between these provisions and zoning regulations of the proper governing authority, said zoning regulations shall take precedent.
- c) Lot Area and Width. No dwelling shall be erected or placed on any Lot having a width of less than 75 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any Lot having an area of less than 7,500 square feet, except that notwithstanding such provisions as to minimum width and minimum square feet area, a dwelling may be erected or placed on any one entire Lot as shown on said recorded plat.

**Section 30.** **Oil and Mining Operations**. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

**ARTICLE VII**  
**EASEMENTS**

**Section 1.** **Utility Easement.** The Developer reserves to itself, its successors or assigns, a perpetual easement upon, over, under and across the Properties for the purpose of maintaining, installing, repairing, altering and operating sewer lines, water lines, waterworks, sewer works, force mains, lift stations, water mains, sewer mains, water distribution systems, sewage disposal systems, effluent disposal systems, pipes, wires, siphons, valves, gates, pipelines, cable television service, electronic security system and all machinery and apparatus appurtenant thereto to all of the foregoing as may be necessary or desirable for the installation and maintenance of utilities servicing all Owners and servicing all Common Area all such easements to be of a size, width and location as Developer, in its discretion, deems best but selected in a location so as to not unreasonably interfere with the use of any improvements which are now, or will be, located upon the Properties.

**Section 2.** **Developer Easement.** The Developer hereby reserves to itself its successors and assigns, and to such other persons as Developer may from time to time designate, a perpetual easement, privilege and right in and to, over, under, on and across the Common Area for ingress and egress as required by its officers, directors, employees, agents, independent contractors, invitees and designees provided, however, that such access and use do not unnecessarily interfere with the reasonable use and enjoyment of these properties and facilities by the Owners.

**Section 3.** **Service Easement.** Developer hereby grants to delivery pickup and fire protection services, police and other authorities of the law, United States mail carriers, representatives of electrical, telephone, cable television and other utilities authorized by the Developer from time to time may designate, the nonexclusive, perpetual right of ingress and egress over and across the Common Area for the purposes of performing their authorized services and investigation.

**ARTICLE VIII**  
**FUNCTIONS OF THE ASSOCIATION**

- Section 1.** **Services.** The Association, at the option of the Board, shall provide the following services:
- a) Maintenance of all Common Area, and all city, county, district or municipal properties if and to the extent permitted or required by any governmental authority which are located within or in a reasonable proximity to the Properties the extent that their deterioration would adversely affect the appearance of the Properties. The Association shall adopt standards of maintenance and operation required by this and other subsections within this Section 1 which are, at the very least, as stringent as those adopted and/or followed by other first-class developments similar to Deer Isle. The Developer shall, in its reasonable discretion, determine whether such standards adopted by the Association meet the requirements herein.
  - b) Maintenance of any real property or improvements thereon for which maintenance responsibility has been dedicated to the Association on the plat, which property is located within Deer Isle, and maintenance of property upon

which the Association has accepted an easement for said maintenance by duly recording an instrument granting said easement to the Association executed and delivered by the Owner of said Property to the Association.

- c) Maintenance of beaches, lakes and canals owned by or dedicated to the Association within the Properties, as well as maintenance of canals not owned by the Association within the Properties if and to the extent permitted by any governmental authority having jurisdiction thereof Maintenance as used herein shall include, but not to be limited to , the preservation of any shorelines of beaches together with lakes as bodies of water in an ecologically sound condition to be used for such water activities as may be determined and allowed from time to time by the Association. The Developer shall, in its reasonable discretion, determine whether appearance of the properties described in the Developer shall, in its reasonable discretion, determine whether appearance of the properties described in this subsection or subsection A would be adversely affected.
- d) Insect, pest and aquatic control to the extent that it is necessary or desirable in the judgment of the Association to supplement the service provided by the state and local governments.
- e) Taking any and all actions necessary to enforce all covenants, conditions and restrictions affecting the Properties and to perform any of the functions or service delegated to the Association in any covenants, conditions or restrictions applicable to the Properties or in the Articles or By-Laws.
- f) Conducting business of the Association, including but not limited to administrative services such as legal, accounting and financial, and communication services informing Members of Activities, Notice of Meetings, and other important events.
- g) Purchasing general liability, hazard insurance covering improvements and activities on the Common Area in an amount estimated by the Board to be the insurable value, directors and officers liability and such other insurance as the Board deems necessary. Hazard insurance proceeds for losses to any Common Area may not be used other than for repair, replacement or reconstruction of such property.
- h) Establishing and operating the Architectural Control Committee as hereinafter defined in the event that the Association is designated for such purpose.
- i) Publishing and enforcing such Rules and Regulations as Board deems necessary.
- j) Lighting of roads, sidewalks, walking and bike paths throughout the Properties.
- k) Fire protection and prevention.
- l) Garbage and trash collection and disposal.
- m) Conducting recreation, sport, craft, and cultural programs of interest to Members, their families, tenants and guests and charging admission fees for the operation thereof.
- n) Supporting the operation of transportation facilities serving the Properties.
- o) Constructing improvements on Common Area and easements as may be required to provide the services as authorized in this Section 2 of this Article.

- p) Protection and security, including but not limited to the employment of security guards, maintenance of control centers for the protection of persons and property within the Properties, installation, operation and maintenance of security communication systems by the Association or a contractual designee of the Association, and assistance in the apprehension and prosecution of persons who violate the laws of Florida within the Properties.
- q) The responsibility of the Association for maintenance and taxes as described herein shall commence at the time this Declaration is recorded in the public records, regardless of whether the Association shall have been vested with recorded legal title.

**Section 2.**     **Obligation of the Association.**

- a) The Association shall carry out any of the functions and services specified in Section 1 of this Article to the extent such maintenance and services can be provided from the proceeds, first, from annual assessments and then, if necessary, from special assessments. The functions and services allowed in Section 1 of this Article to be carried out or offered by the Association at any particular time shall be determined by the Board of Directors of the Association taking into consideration proceeds of assessments and the needs of the Members of the Association. The functions and services which the Association is authorized to carry out or to provide, may be added to or reduced at any time upon the affirmative vote of a majority of the Board of Directors.

**Section 3.**     **Mortgage and Pledge** The Board of Directors of the Association shall have the power and authority to mortgage the property of the Association and to pledge the revenues of the Association as security for loans made to the Association which loans shall be used by the Association in performing its functions.

**Section 4.**     **Conveyance to Association.** The Association shall be obligated to accept any and all conveyances to it by Declarant of fee simple title, easements or leases to Common Area. The Declarant shall be obligated to vest in fee simple title to all Common Area shown on the plat, not later than January 1, 1999.

**Section 5.**     **Conveyance by Association.** The Association shall be empowered to delegate or convey any of its functions or properties to any governmental unit for public utilities or for other public purposes consistent with the intended use of such property.

**ARTICLE IX**  
**GENERAL PROVISIONS**

**Section 1.** **Enforcement.** The Association or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any action for enforcement brought hereunder, the prevailing party shall be entitled to a reasonable attorney's fee including attorney's fees through appellant proceedings.

**Section 2.** **Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

**Section 3.** **Amendment.** The Covenants and Restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date of this Declaration is recorded, after which time they shall be automatically extended for successive periods often (10) years. This Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than seventy five percent (75%) of the Lot Owners. Said approval to be evidenced by the recordation in the Public Records of a certificate signed by the President or Vice President of the Association and the secretary of the Association attesting to the adoption of the Amendment.

**Section 4.** **Encroachments.** In the event that any residential dwelling shall encroach upon any of the Common Area or upon any other Lot for any reason other than the intentional or negligent act of the Owner, or in the event any Common Area shall encroach upon any Lot, then an easement shall exist to the extent of that encroachment for so long as the encroachment shall exist.

**Section 5.** **City of Deerfield Beach or Broward County, as appropriate, Approvals Required.** The portion of any plat containing open space may not be vacated in whole or in part unless the entire plat is vacated.

**Section 6.** **Conflicts.** In the event of any inconsistency between this Declaration and the Articles and By-Laws of the Association, the provisions of this Declaration shall supersede, govern and control. In the event of any inconsistency between the Declaration of Lakes at Deer Isle and the Declaration of Covenants, Conditions and Restrictions for Deer Isle, the provisions of this document shall supersede, govern and control, except that in all matters relating to lake maintenance, the former document shall control.

**Dissolution.** In the event of dissolution of the Association for whatever reason, any owner may petition the Circuit Court for the local Judicial District of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and the Properties, in place and instead of the Association, and to make such provisions as may be necessary for the continued management of the Association and the Properties.

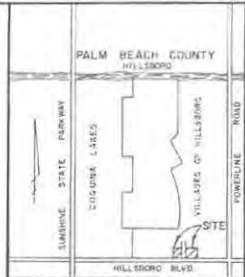
EXHIBT "A"  
TO THE  
REVITALIZED AMENDED AND  
RESTATED DECLARATION  
OF COVENANTS, CONDITIONS AND  
RESTRICTIONS  
FOR DEER ISLE



# DEER ISLE

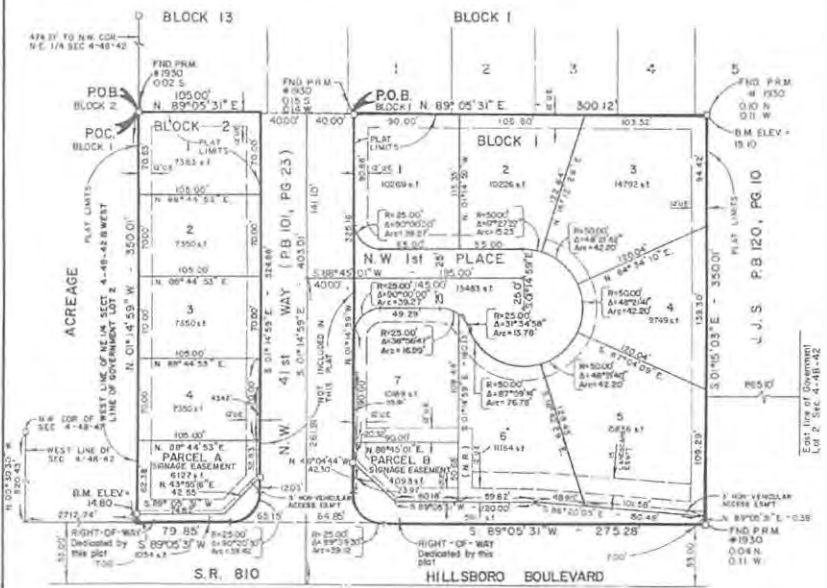
A PORTION OF GOVERNMENT LOT 2, IN SECTION 4, TOWNSHIP 48 SOUTH, RANGE 42 EAST, CITY OF DEERFIELD BEACH, BROWARD COUNTY, FLORIDA.

SHEET 1 OF 1



LOCATION MAP

THE VILLAGES OF HILLSBORO SECTION ONE P.B. 101, PG 23



### DESCRIPTION

BLOCK 2 BEGINNING AT THE SOUTHWEST CORNER OF BLOCK 13 THE VILLAGES OF HILLSBORO SECTION ONE AS RECORDED IN PLAT BOOK 101 PAGE 23 OF THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA...

### BLOCK 1

COMMENCING AT THE SOUTHWEST CORNER OF THE ABOVE DESCRIBED BLOCK 13 THENCE NORTH 89° 05' 31" EAST ALONG THE SOUTH LINE OF SAID BLOCK 13...

### DEDICATION

STATE OF FLORIDA COUNTY OF BROWARD I DO KNOW ALL MEN BY THESE PRESENTS THAT ROTAL BUSINESS FUNDS CORPORATION A NEW YORK CORPORATION...

WITNESS MY HAND AND SEAL THIS 21st DAY OF SEPTEMBER 1984. ALLEN I. SLAMAN, AUTHORIZED AGENT

### ACKNOWLEDGEMENT

STATE OF FLORIDA COUNTY OF BROWARD I HEREBY CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME AN AGENT FOR S & A DULY AUTHORIZED IN ADMITTED STATUS AND TAKE ACKNOWLEDGEMENTS...

### CITY PLANNING AND ZONING BOARD

THIS IS TO CERTIFY THAT THE CITY OF DEERFIELD BEACH PLANNING AND ZONING BOARD HAS APPROVED AND ACCEPTED THIS PLAT FOR RECORD THIS 21st DAY OF Sept 1984.

### CITY ENGINEER

THIS IS TO CERTIFY THAT THE LAND DEVELOPER HAS COMPLIED WITH THE APPLICABLE PROVISIONS SET FORTH IN TITLE 2 OF THE DEERFIELD BEACH CITY CODE.

### CITY CLERK'S CERTIFICATE

STATE OF FLORIDA COUNTY OF BROWARD I HEREBY CERTIFY THAT THIS PLAT HAS BEEN APPROVED BY THE CITY OF DEERFIELD BEACH FLORIDA AND BY A MOTION DULY ADOPTED BY THE CITY COMMISSIONER ON THE 21st DAY OF September 1984...

### BROWARD COUNTY FINANCE AND ADMINISTRATIVE SERVICES DEPARTMENT, COUNTY RECORDS DIVISION-MINUTES SECTION

THIS IS TO CERTIFY THAT THIS PLAT COMPLIES WITH THE PROVISIONS OF CHAPTER 172, FLORIDA STATUTES AND WAS ACCEPTED FOR RECORD BY THE BOARD OF COMMISSIONERS OF BROWARD COUNTY, FLORIDA, THIS 21st DAY OF September, 1984.

ATTEST: F. I. JOHNSON, COUNTY ADMIN. BY: [Signature]

### BROWARD COUNTY FINANCE AND ADMINISTRATIVE SERVICES DEPARTMENT, COUNTY RECORDS DIVISION-RECORDING SECTION

THIS INSTRUMENT WAS FILED FOR RECORD THIS 21st DAY OF January, 1985, AND RECORDED IN PLAT BOOK 122, PAGE 5. RECORD VERIFIED

ATTEST: F. I. JOHNSON, COUNTY ADMIN. BY: [Signature]

### BROWARD COUNTY PLANNING COUNCIL

THIS IS TO CERTIFY THAT THE BROWARD COUNTY PLANNING COUNCIL APPROVED THIS PLAT WITH REGARD TO DEDICATION OF RIGHT-OF-WAY FOR TRAFFICWAYS BY RESOLUTION...

ATTEST: [Signature]

### BROWARD COUNTY ENGINEERING DIVISION

THIS PLAT IS APPROVED AND ACCEPTED FOR RECORD. BY: [Signature] DATE: 2/18/85

### SURVEYOR'S CERTIFICATE

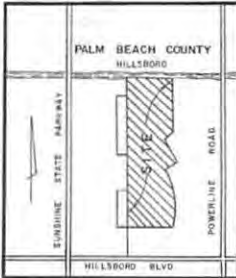
THIS IS TO CERTIFY, THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED...

THIS INSTRUMENT PREPARED BY: MICHAEL T. NOBLE/ENGINEER/LAWSON & NOBLE, INC. ENGINEERS - PLANNERS - SURVEYORS



BY: [Signature] NOTARY PUBLIC STATE OF FLORIDA DATED THIS 16th DAY OF January, A.D. 1985.

LAWSON & NOBLE, INC. ENGINEERS, PLANNERS, SURVEYORS BY: [Signature] MICHAEL T. NOBLE/ENGINEER/LAWSON & NOBLE, INC. ENGINEERS - PLANNERS - SURVEYORS



# RIVERGLEN EAST

A RESUBDIVISION OF A PORTION OF BOSTON & FLORIDA ATLANTIC COAST LAND CO'S SUBDIVISION OF SECTION 33, TOWNSHIP 47 SOUTH, RANGE 42 EAST (2-62 PB) CITY OF DEERFIELD BEACH, BROWARD COUNTY, FLORIDA

DECEMBER, 1983

**LOCATION MAP**  
RTS

**DESCRIPTION**

A portion of Tracts 37, 38, 43, 44, 52, 53, 54, 59, 60 and 61 of the BOSTON & FLORIDA ATLANTIC COAST LAND CO'S SUBDIVISION OF SECTION 33, Township 47 South, Range 42 East, according to the plat thereof as recorded in Plat Book 2, Page 62 of the Public Records of Palm Beach County, Florida, described as follows:

**BEGINNING** at the Southwest corner of said Tract 59, thence North 02°58'38" West along the West boundary of said Tracts 59, 54, 43 and 38, a distance of 2586.24 feet; thence North 89°37'04" East along the southerly Right-Of-Way line of that certain canal Right-Of-Way easement recorded in Deed Book 663, Pages 211 through 213 of the Public Records of Broward County, Florida, a distance of 450.00 feet; thence South 00°22'56" East, 502.56 feet; thence southeasterly along the arc of a tangent curve, concave to the Northeast, having a radius of 569.73 feet, a delta of 22°58'12", an arc distance of 228.41 feet; thence South 59°05'00" West, 161.09 feet to a point on the arc of a non-tangent curve (radial line through said point bears North 54°58'57" East); thence southeasterly along the arc of said curve concave to the Northeast, having a radius of 723.73 feet, a delta of 05°53'53", an arc distance of 75.13 feet; thence tangent to said curve, South 30°50'00" East, 260.00 feet; thence southerly along the arc of a tangent curve, concave to the West, having a radius of 25.00 feet, a delta of 90°00'00", an arc distance of 39.27 feet; thence tangent to said curve, South 59°05'00" West, 211.84 feet; thence South 30°55'00" East, 530.00 feet to the most northwesterly corner of the Villages of Hillsboro Section One, according to the plat thereof as recorded in Plat Book 101, Page 25, of the Public Records of Broward County, Florida; thence along the West boundary of said Villages of Hillsboro Section One, continue South 30°55'00" East, 145.00 feet; thence southeasterly along the arc of a tangent curve, concave to the Southwest, having a radius of 146.00 feet, a delta of 29°40'01", an arc distance of 758.56 feet; thence tangent to said curve, South 01°14'59" East, 9.15 feet; thence South 88°45'01" West, 110.00 feet; thence South 01°14'59" East, 15.79 feet to a point on the South boundary of the aforementioned Tract 61 thence along the South boundary of said Tracts 61, 60 and 59, South 89°00'31" West, 1351.30 feet to the POINT OF BEGINNING.

Said lands lying in Broward County, Florida and containing 71.4662 acres, more or less.

**DEDICATION**

STATE OF FLORIDA )  
COUNTY OF BROWARD ) SS Know all men by these presents that ROYAL BUSINESS FUNDS CORPORATION, a New York Corporation, owner of the lands described and shown hereon, as being included within this plat, has caused said lands to be subdivided and platted as shown hereon, said plat to be known as "RIVERGLEN EAST", a resubdivision. All thoroughfares shown as included in this plat are hereby dedicated to the perpetual use of the public for proper purposes, together with the use of the easements for the purposes indicated.

IN WITNESS WHEREOF, ALLEN I. SLAMAN, Authorized Agent for S.B.A., has set his Hand & Seal This 2nd day of June, 1984

WITNESS: Allen I. Slaman  
SBA RECEIVER FOR ROYAL BUSINESS FUNDS CORPORATION  
BY: Allen I. Slaman  
ALLEN I. SLAMAN, AUTHORIZED AGENT

**ACKNOWLEDGEMENT**

STATE OF FLORIDA )  
COUNTY OF BROWARD ) SS I HEREBY CERTIFY that on this day personally appeared before me, an agent for S.B.A. duly authorized to administer oaths and take acknowledgements, ALLEN I. SLAMAN, AUTHORIZED AGENT, to me known, and he acknowledged to me the execution of the foregoing instrument for the purposes therein expressed. In witness whereof I have hereunto set my Hand & Seal This 2nd day of June, 1984.

7/1/84  
MY COMMISSION EXPIRES: \_\_\_\_\_  
NOTARY PUBLIC - STATE OF FLORIDA

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES MAY 9, 1987  
EXCEPT WHERE SHOWN OTHERWISE

THIS INSTRUMENT PREPARED BY:  
LEO E. NOBLE R.L.S. 3143  
STATE OF FLORIDA  
LAWSON & NOBLE, INC.  
ENGINEERS - PLANNERS - SURVEYORS  
LAKE WORTH, FLORIDA

**BROWARD COUNTY FINANCE AND ADMINISTRATIVE SERVICES  
DEPARTMENT, COUNTY RECORDS DIVISION-RECORDING SECTION**

This instrument was filed for record this 21<sup>ST</sup> day of August, 1984, and recorded in Plat Book 1200, page 44, record verified.

ATTEST: F.T. JOHNSON, COUNTY ADMIN

BY: Carol C. Doyle  
DEPUTY

**CITY ENGINEER**

This is to certify that the Land Developer has complied with the applicable provisions set forth in TITLE IX of the DEERFIELD BEACH CITY CODE.

BY: Dale G. Holmbeck  
DALE G. HOLMBECK, CITY ENGINEER  
FLORIDA REGISTRATION NO. 2158

DATED THIS 21<sup>ST</sup> DAY OF August, A.D., 1984

**CITY PLANNING AND ZONING BOARD**

This is to certify that the CITY OF DEERFIELD BEACH PLANNING AND ZONING BOARD has approved and accepted this plat for record this 21<sup>ST</sup> day of August, A.D., 1984.

BY: Harry Hall  
CHAIRMAN  
DATED THIS 21<sup>ST</sup> DAY OF August, A.D., 1984

**CITY CLERK'S CERTIFICATE**

STATE OF FLORIDA )  
COUNTY OF BROWARD ) SS

I hereby certify that this plat has been approved by the CITY OF DEERFIELD BEACH, FLORIDA and by a motion, duly adopted by the CITY COMMISSION on the 21<sup>ST</sup> day of August, A.D., 1984, in witness whereof I have executed these presents and affixed the corporate Seal of the CITY OF DEERFIELD BEACH, FLORIDA, in said city this 21<sup>ST</sup> day of August, A.D., 1984.

BY: Muriel W. Rickard  
MURIEL W. RICKARD - CITY CLERK

**SURVEYOR'S CERTIFICATE**

This is to certify that to the best of my knowledge and belief, the plat shown hereon is a true and correct representation of the lands surveyed, that Permanent Control Points (P.C.P.'s) will be set within one year of the recording of this plat; that Permanent Reference Monuments (P.R.M.'s) have been set as indicated hereon; and that the survey was made under my responsible direction and supervision and that the survey data complies with all the requirements of chapter 177, Florida Statutes & Broward County Ordinance #81-16. The benchmarks shown are referenced to National Geodetic Vertical Datum and conform to standards for third order work.

DATED 3-2-84

LAWSON AND NOBLE, INC.  
ENGINEERS, PLANNERS, SURVEYORS  
BY: Leo E. Noble  
LEO E. NOBLE  
PROFESSIONAL LAND SURVEYOR  
FLORIDA REGISTRATION NO. 3143

**NOTE**

THIS SITE IS RESTRICTED TO 170 SINGLE FAMILY UNITS AND 186 TOWNHOUSE UNITS.

**AREA TABULATION**

ROAD R/W (DEDICATED)	10.9333 AC.	476,255.6 SQ. FT.
SINGLE FAMILY LOTS	31.2261 AC.	1,360,207.5 SQ. FT.
MULTI FAMILY PARCELS	15.4245 AC.	671,891.71 SQ. FT.
RECREATION & DRAINAGE PARCELS	13.8823 AC.	604,713.28 SQ. FT.
TOTAL	71.4662 AC.	3,113,068.09 SQ. FT.

**BROWARD COUNTY PLANNING COUNCIL**

This is to certify that the BROWARD COUNTY PLANNING COUNCIL approved this plat with regard to dedication of Right-Of-Way for trafficways by resolution adopted this 21<sup>ST</sup> day of August, A.D., 1984.

BY: John Stover  
DATE 4/27/84

**BROWARD COUNTY ENGINEERING DIVISION**

This plat is approved and accepted for record.

BY: George H. Edwards  
DATE August 21, 1984  
GEORGE H. EDWARDS  
FLORIDA REGISTRATION NO. 9040

# RIVERGLEN EAST

A RESUBDIVISION OF A PORTION OF BOSTON & FLORIDA ATLANTIC COAST LAND CO.'S SUBDIVISION  
OF SECTION 33, TOWNSHIP 47 SOUTH, RANGE 42 EAST (2-62 PB)  
CITY OF DEERFIELD BEACH, BROWARD COUNTY, FLORIDA

CURVE TABULATION			
NO.	RADIUS	DELTA	ARC
1	25.00	90°00'00"	39.27'
2	1349.75	03°54'25"	44.92'
3	1249.75	03°54'25"	41.59'
4	1349.75	03°14'30"	76.36'
5	243.75	03°14'30"	70.71'
6	189.75	02°12'01"	45.66'
7	1099.75	02°12'01"	41.48'
8	1089.75	03°56'15"	74.85'
9	1089.75	03°56'15"	88.54'
10	1089.75	02°27'19"	46.70'
11	999.75	02°27'19"	42.42'
12	1089.75	04°06'51"	79.28'
13	969.75	04°06'51"	71.10'
14	929.75	05°11'22"	84.32'
15	829.75	05°11'22"	75.27'
16	829.75	03°15'03"	46.62'
17	729.75	03°15'03"	40.99'
18	829.75	05°41'34"	82.44'
19	729.75	05°41'34"	72.50'
20	889.75	06°45'03"	78.97'
21	569.75	06°45'03"	67.13'
22	669.75	07°52'45"	88.96'
23	569.75	07°52'45"	75.00'
24	669.75	08°48'41"	114.63'
25	569.75	08°48'41"	86.28'

West 1/4 Cor.  
Sec 33-47-42  
N 00°28'45"E  
127.03'  
N 89°37'04"E  
1307.76'

COQUINA LAKES  
P.S. 105, PG. 22

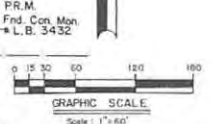
BOSTON & FLA. ATLANTIC COAST  
LAND CO. SUBDIVISION  
P.S. 2 P.G. 52

N. 02°58'38" W. - 2586.24' (Total)  
972.23'

HILLSBORO CANAL (D.B. 663, PG. 211-213)

N. 89°37'04" E. - 1150.00'

N. W. 8.89°37'04" W - 780.00' 7th PLACE



BOSTON & FLA.  
ATLANTIC COAST LAND  
CO. SUBDIVISION  
P.S. 2 PG. 52

P.R.M.  
Fnd. Con. Mon.  
# K.S. 2325

R = 569.73'  
Δ = 22°58'12"  
Arc = 228.41'

THE VILLAGES  
OF HILLSBORO -  
SECTION TWO  
P.S. 108 PG. 12

**SURVEYORS NOTES**

1.  $\square$  Denotes Permanent Reference Monument (P.R.M.)
2.  $\circ$  Denotes Permanent Control Point (P.C.P.)
3. U.E. Denotes Utility Easement (12' Unless Otherwise Noted.)
4. All Corner Lot Radii Shall be 25 Feet Unless Otherwise Noted.
5. Elevations Shown Hereon Are Based On N.G.V.D. Adjustment of 1929.
6. D.E. Denotes Drainage Easement (15' Unless Otherwise Noted.)
7. Bearings shown hereon are based on the plot of THE VILLAGES OF HILLSBORO - SECTION ONE, P.S. 101, Pg. 23, Broward County, Florida.

THIS INSTRUMENT PREPARED BY:  
LEO E. NOBLE R.L.S. 3143  
STATE OF FLORIDA  
LAWSON & NOBLE, INC.  
ENGINEERS - PLANNERS - SURVEYORS  
LAKE WORTH, FLORIDA

COQUINA LAKES  
P.S. 105, PG. 22

MATCH LINE  
(See Sheet 3 of 4)

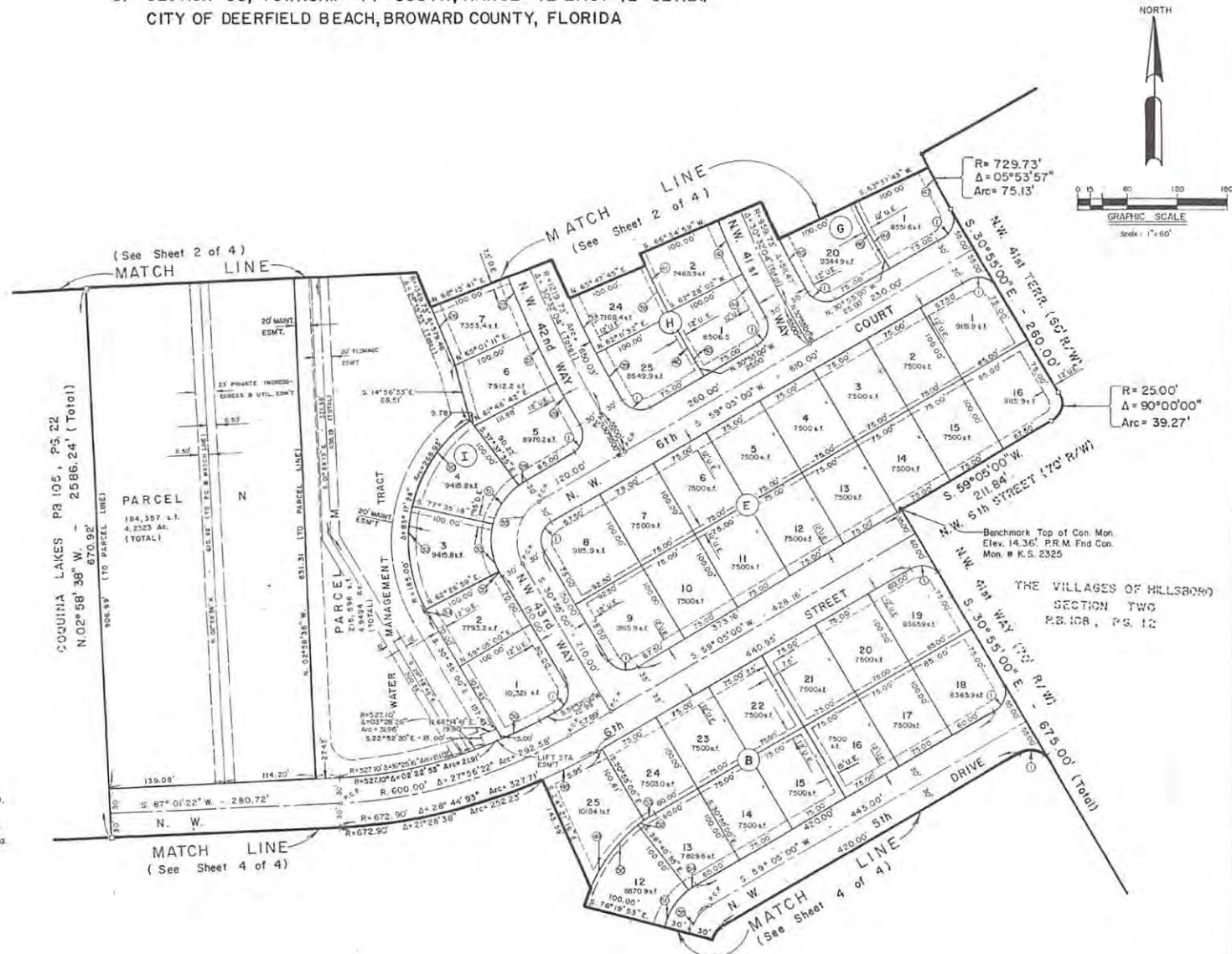
MATCH LINE  
(See Sheet 3 of 4)



# RIVERGLEN EAST

A RESUBDIVISION OF A PORTION OF BOSTON & FLORIDA ATLANTIC COAST LAND CO'S SUBDIVISION  
OF SECTION 33, TOWNSHIP 47 SOUTH, RANGE 42 EAST (2-62.P.B.)  
CITY OF DEERFIELD BEACH, BROWARD COUNTY, FLORIDA

NO.	RADIUS	DELTA	ARC
1	25.00'	90°00'00"	39.27'
26	1249.46'	03°14'30"	76.36'
27	1249.46'	03°14'30"	70.71'
28	105.00'	06°42'35"	9.95'
29	1249.46'	02°41'41"	58.78'
30	105.00'	39°57'43"	128.05'
31	85.00'	39°57'43"	59.26'
32	185.00'	39°57'43"	128.05'
33	85.00'	39°57'43"	59.26'
34	185.00'	03°21'59"	10.87'
35	85.00'	03°21'59"	4.99'
36	522.10'	09°39'46"	92.10'
37	1189.73'	09°39'46"	74.83'
38	1089.73'	03°36'11"	68.54'
39	1189.73'	03°36'11"	64.55'
40	1089.73'	03°06'32"	59.15'
41	1089.73'	04°06'57"	78.26'
42	989.73'	04°06'57"	71.10'
43	1089.73'	05°23'02"	64.36'
44	989.73'	05°23'02"	58.45'
45	929.73'	04°32'43"	73.76'
46	929.73'	04°32'43"	65.82'
47	729.73'	04°32'43"	57.89'
48	872.90'	07°16'55"	75.48'
49	185.00'	32°56'13"	106.35'
50	185.00'	37°38'58"	121.56'
51	85.00'	37°38'58"	55.85'
52	185.00'	07°45'55"	25.07'
53	185.00'	04°39'03"	19.52'
54	85.00'	07°45'55"	11.52'
55	85.00'	45°24'33"	43.60'



**SURVEYORS NOTES**

1.  $\square$  Denotes Permanent Reference Monument (P.R.M.)
2.  $\ast$  Denotes Permanent Control Point (P.C.P.)
3. U.E. Denotes Utility Easement. (12' Unless Otherwise Noted)
4. All Corner Lot Radii Shall be 25 Feet Unless Otherwise Noted.
5. Elevations Shown Hereon Are Based on N.G.V.D. Adjustment of 1929.
6. D.E. Denotes Drainage Easement. (15' Unless Otherwise Noted)
7. Bearings shown hereon are based on the plat of THE VILLAGES OF HILLSBORO - SECTION ONE, P.B. 101, Pg. 23, Broward County, Florida.

THIS INSTRUMENT PREPARED BY  
LEO E. NOBLE R.L.S. 3143  
STATE OF FLORIDA  
LAWSON & NOBLE, INC.  
ENGINEERS - PLANNERS - SURVEYORS  
LAKE WORTH, FLORIDA

# RIVERGLEN EAST

A RESUBDIVISION OF A PORTION OF BOSTON & FLORIDA ATLANTIC COAST LAND CO'S SUBDIVISION OF SECTION 33, TOWNSHIP 47 SOUTH, RANGE 42 EAST (2-62.P.) CITY OF DEERFIELD BEACH, BROWARD COUNTY, FLORIDA

CURVE	TABULATION
NO	RADIUS DELTA ARC
1	75.00 100°00'00" 38.27'
2	185.00 37°38'58" 121.56'
3	85.00 31°38'58" 55.85'
4	185.00 06°58'09" 22.40'
5	85.00 06°58'09" 10.23'
6	858.00 02°47'18" 40.81'
7	825.00 02°47'13" 45.48'
8	838.00 05°01'20" 73.20'
9	935.00 05°01'22" 81.86'
10	835.00 08°31'54" 83.19'
11	935.00 02°41'34" 43.97'
12	85.00 16°38'59" 24.70'
13	835.00 05°16'49" 76.95'
14	85.00 35°17'30" 52.36'
15	85.00 28°40'58" 42.59'
16	85.00 08°07'28" 9.33'
17	88.00 36°28'51" 54.29'
18	1355.00 05°39'28" 133.41'
19	85.00 18°40'46" 27.71'
20	1285.00 01°37'22" 35.54'
21	1255.00 03°21'22" 73.51'
22	1355.00 03°21'22" 79.37'
23	1355.00 03°53'08" 81.94'
24	1355.00 03°01'02" 71.02'
25	1465.00 03°01'02" 74.74'
26	1355.00 02°38'16" 62.38'
27	1465.00 02°38'16" 67.49'
28	995.00 04°19'08" 75.00'
29	1095.00 04°19'08" 82.54'
30	1095.00 03°42'41" 70.93'
31	1385.00 03°42'41" 77.41'
32	995.00 03°16'28" 56.88'
33	25.00 80°37'27" 35.18'
34	1095.00 03°14'34" 100.19'
35	1095.00 03°27'59" 75.69'
36	1195.00 03°12'11" 66.80'
37	25.00 80°09'53" 6.68'
38	25.00 80°37'27" 77.59'
39	55.00 88°09'53" 94.23'

COQUINA LAKES P.B. 105, P. 22

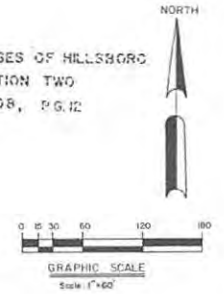
SOUTH & FLA. ATLANTIC COAST LAND CO. SUB'D P.B. 2, P. 52 TRACT 5B

(See Sheet 3 of 4) MATCH LINE

(See Sheet 3 of 4) MATCH LINE

THE VILLAGES OF HILLSBORO SECTION TWO P.B. 108, P. 12

THE VILLAGES OF HILLSBORO SECTION ONE P.B. 101, P. 23



- SURVEYORS NOTES**
1. □ Denotes Permanent Reference Monument (P.R.M.)
  2. △ Denotes Permanent Control Point (P.C.P.)
  3. U.E. Denotes Utility Easement. (12')
  4. All Corner Lot Radii Shall be 25 Feet Unless Otherwise Noted.
  5. Elevations Shown Hereon Are Based on N.G.V.D. Adjustment of 1929.
  6. D.E. Denotes Drainage Easement. (15')
  7. Bearings shown hereon are based on the plat of VILLAGES OF HILLSBORO - SECTION ONE, P.B. 101, P. 23, Broward County, Florida.

P.C.B.  
S.W. Cor. Tract 5B (H.E. Cor. Parcel  
C, Coquina Lakes P.B. 105, P. 22)

P.R.M. Fnd. Conc. Mon. \*K.S.158

S. 89° 00' 31" W. - 1351.30'

S. 01° 14' 59" E. - 15.79'

S. 88° 45' 01" W. 110.00'

S. 01° 14' 59" E. - 15.79'

S.W. COR. S.E. 1/4 SEC. 33-47-42

BOSTON & FLA. ATLANTIC COAST LAND CO. SUB'D P.B. 2 P. 52

EXHIBT "B"  
TO THE  
REVITALIZED AMENDED AND  
RESTATED DECLARATION  
OF COVENANTS, CONDITIONS AND  
RESTRICTIONS  
FOR DEER ISLE

EXHIBIT "B" TO THE REVITALIZED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DEER ISLE

	OWNER(S)	PROPERTY ADDRESS	LEGAL DESCRIPTION ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 120 AT PAGE 44 OF THE PUBLIC RECORDS OF BROWARD COUNTY
1	ABARCA,GUILLERMO& JIMENEZ,MERCEDES	753 NW 42 WAY DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 13 BLK I
2	ACACIO,RICARDO A H/E & ACACIO,ALEXANDRE A	293 NW 43 WAY DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 4 BLK B
3	ALMIRON,JOSE G & ADAMS,NANCY J	296 NW 43 WAY DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 11 BLK C
4	ALVARADO,PATRICIA P H/E & ALVARADO,EDMUNDO V	719 NW 41 WAY DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 3 BLK H
5	AREVALO,DEICI D JARAMILLO	4232 NW 6 ST DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 21 BLK B
6	BABCOCK,PETER R	4296 NW 5 DR DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 6 BLK D
7	BAKER,DAVID A & BAKER,CHERYL L	764 NW 41 WAY DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 12 BLK G
8	BERNARDES,GILBERTO SEVERINO,SIRLEI	728 NW 41 WAY DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 17 BLK G
9	BIANCULLI,CHRISTOPHER	717 NW 42 WAY DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 7 BLK I
10	BOURDIN,MICHEL H	4213 NW 5 DR DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 18 BLK B
11	BOWNESS,BETH	4277 NW 5 DR DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 14 BLK B
12	BOYLE,DOLCE DOLCE T BOYLE REV TR	739 NW 41 TER DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 4 BLK G
13	BRIGHTON,KENNETH B & KATHERINE	760 NW 41 TER DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 3 BLK F
14	BROWN,NARVAL W	369 NW 41 WAY DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 10 BLK A
15	BUCINSKIENE,RUTA	241 NW 43 WAY DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 1 BLK B
16	BURNS,BETH	469 NW 43 WAY DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 10 BLK B
17	CACHOLA,SAM H/E CACHOLA,MAY	337 NW 43 WAY DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 5 BLK B
18	CANNON,LEANN M & ANTONIO	774 NW 42 WAY DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 14 BLK H
19	CAPOBIANCO,RONALD JOHN JR	777 NW 42 WAY DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 17 BLK I
20	CARNEY,MICHAEL S & LAURIE	4279 NW 4 CT DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 8 BLK D
21	CARR,JEANNIE	4252 NW 2 CT DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 22 BLK A
22	CASORIA,DAVID H & LISA B	4155 NW 7 PL DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 10 BLK J
23	CICERO,STEPHEN J & KATHY L	601 NW 43 WAY DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 1 BLK I
24	CICHOSKI,CHRISTOPHER J & AMY G	4273 NW 6 CT DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 4 BLK I
25	CLARK,JASON R & KARMAN J	4191 NW 7 PL DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 4 BLK J
26	CLEMENT,LYNN N LE FIORELLO,CECELIA	708 NW 42 WAY DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 25 BLK H
27	COHEN,JONI K	4191 NW 6 ST DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 15 BLK E
28	CORDERY,TYLER S & CHRISTINA M	260 NW 43 WAY DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 13 BLK C
29	COTO,JUAN F	4245 NW 5 DR DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 16 BLK B
30	CREES,GARY A	723 NW 42 WAY DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 8 BLK I
31	CRISTINI,JOAN M	4197 NW 6 ST DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 14 BLK E
32	CURTIS,LESLIE V	758 NW 41 WAY DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 13 BLK G
33	DAVISSON,TERIE DIANN	762 NW 42 WAY DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 16 BLK H
34	DE BOO,DOUGLAS & ELEANORE	253 NW 42 WAY DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 1 BLK C

EXHIBIT "B" TO THE REVITALIZED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DEER ISLE

	OWNER(S)	PROPERTY ADDRESS	LEGAL DESCRIPTION ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 120 AT PAGE 44 OF THE PUBLIC RECORDS OF BROWARD COUNTY
35	DEFALCO,PETER P & DANA	727 NW 41 TER DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 2 BLK G
36	DELHUMEAU,CARLOS A	4246 NW 6 CT DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 7 BLK E
37	DEVRIES,JASON M & LISA MARIE	765 NW 42 WAY DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 15 BLK I
38	DISCHERT,ROBERT C & CATHERINE E DISCHERT FAM REV TR	4245 NW 6 ST DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 10 BLK E
39	DODGE,CAITLIN TYNE	773 NW 41 WAY DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 12 BLK H
40	DROZ,RALPH & DEBRA WARREN	741 NW 42 WAY DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 11 BLK I
41	EASLEY,EDWARD W JR & EASLEY,SUSAN H	447 NW 43 WAY DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 9 BLK B
42	EDELSTEIN,JEFFREY L & CAITLIN J	272 NW 42 WAY DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 18 BLK A
43	ELLIOTT,STEPHEN P & JONI N	4210 NW 6 CT DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 4 BLK E
44	ERMOVICK,MATTHEW V	613 NW 43 WAY DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 3 BLK I
45	ESAU,ERIC R	359 NW 43 WAY DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 6 BLK B
46	ESPOSITO,DEBORAH	4215 NW 4 CT DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 12 BLK D
47	JOHN FEDORUK REVOCABLE LIVING TRUST	491 NW 43 WAY DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 11 BLK B
48	FERNANDEZ,MICHAEL & WILLIAMS-FERNANDEZ,JACKIE L	335 NW 42 WAY DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 5 BLK C
49	GALLEN,ERNESTO & LIANI	735 NW 42 WAY DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 10 BLK I
50	GANZ,WILLIAM H JR & CRISTINA M	701 NW 41 TER DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 1 BLK G
51	GASTIABURO,DIANA	4312 NW 6 ST DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 24 BLK B
52	GODFREY,MARK ADAM & MILLAY,CARIE M	4233 NW 6 ST DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 11 BLK E
53	GOLDFARB,DAVID HAROLD	726 NW 42 WAY DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 22 BLK H
54	GONZALEZ QUESNEL,DOLORES	745 NW 41 TER DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 5 BLK G
55	GOWLAND,MILAGROS J H/E GOWLAND,JASON	730 NW 41 TER DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 7 BLK F
56	GRAVES,BRIAN	381 NW 43 WAY DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 7 BLK B
57	GRAVES,KIMBER H/E GRAVES,JOSIAH	327 NW 41 WAY DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 7 BLK A
58	GREEN,HEATHER & BRAND,JOSEPH	783 NW 42 WAY DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 18 BLK I
59	GRUBER,PAUL A & CYNTHIA A	4234 NW 6 CT DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 6 BLK E
60	GUTIERREZ, JACKELINE & VELANDIA JOSE M.	725 NW 41 WAY DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 4 BLK H
61	HACKMAN,PHILIP & DEBORAH D	763 NW 41 TER DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 8 BLK G
62	HAGEMAN,KENNETH & TINA L.	4229 NW 5 DR DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 17 BLK B
63	HARRIS,LARON & MELINDA	250 NW 42 WAY DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 19 BLK A
64	HILLMAN,RICHARD L & KATHLEEN K	742 NW 41 TER DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 6 BLK F
65	HOANG,THOA ANH	383 NW 41 WAY DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 11 BLK A
66	JACKSON,NICOLE & STEPHEN	746 NW 41 WAY DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 15 BLK G
67	JAMES, LUKE	425 NW 43 WAY DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 8 BLK B
68	JOANS,JAMES L	722 NW 41 WAY DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 18 BLK G



EXHIBIT "B" TO THE REVITALIZED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DEER ISLE

	OWNER(S)	PROPERTY ADDRESS	LEGAL DESCRIPTION ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 120 AT PAGE 44 OF THE PUBLIC RECORDS OF BROWARD COUNTY
69	JONES, JOHN A. JR & DUANE D	4248 NW 5 DR DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 3 BLK D
70	JONES, MELISSA	770 NW 41 WAY DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 11 BLK G
71	KAETHER, KATHRYN B & DAVID R.	4232 NW 5 DR DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 2 BLK D
72	KAPOSI, MICHAEL A & LESLIE E	4186 NW 6 CT DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 1 BLK E
73	KELLY, DONALD T	4185 NW 7 PL DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 5 BLK J
74	KELLY, JEANNE MARIE	313 NW 41 WAY DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 6 BLK A
75	KING, MICHAEL J & PAULA T	759 NW 42 WAY DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 14 BLK I
76	KITCHENER, TERENCE & KITCHENER, JULIE	769 NW 41 TER DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 9 BLK G
77	KLITZ, KATYANNE BASTOS, BRUNO	319 NW 42 WAY DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 4 BLK C
78	KOLCZ, EDWARD I & GAIL A.	278 NW 43 WAY DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 12 BLK C
79	KOPP, BRUCE G & NANCY A	344 NW 42 WAY DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 14 BLK A
80	KOSS, MICHAEL J MIDDLETON, ROBYN	767 NW 41 WAY DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 11 BLK H
81	KUGLER, CLARENCE B & ALI	4167 NW 7 PL DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 8 BLK J
82	LACKNER, HOPE A TROIA, JOHN M	4216 NW 5 DR DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 1 BLK D
83	LARSON, RANDALL J	371 NW 42 WAY DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 7 BLK C
84	LEONARD, WAYNE & JULIA	4185 NW 6 ST DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 16 BLK E
85	MACARI, MARK P	716 NW 41 WAY DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 19 BLK G
86	MACUR, ERIC ANTHONY PARIS, LYNDSEY	353 NW 42 WAY DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 6 BLK C
87	MAGLIOCCO, MICHAEL & ELIZABETH	720 NW 42 WAY DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 23 BLK H
88	MAHONEY, ROBERT F	757 NW 41 TER DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 7 BLK G
89	MAMMUCARI, LISA	297 NW 42 WAY DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 3 BLK C
90	MARCHAND, PIERRE & NOLIN, JOHAN	766 NW 41 TER DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 2 BLK F
91	MARSHALL, CHRISTINE RAE & MARSHALL, LAWRENCE LANE	756 NW 42 WAY DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 17 BLK H
92	MARTIN, THOMAS E & MARY P	294 NW 42 WAY DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 17 BLK A
93	MCDANIEL, ROBERT C & MARIELA P	4179 NW 7 PL DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 6 BLK J
94	MCNAMARA, LAURENCE V JR & SARA	4221 NW 6 ST DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 12 BLK E
95	MICHALSKI, JAMES F & PATRICIA G	729 NW 42 WAY DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 9 BLK I
96	ROBERTA K MIDDLETON TR MIDDLETON, ROBYN TRSTEE	4161 NW 7 PL DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 9 BLK J
97	MIKULICZ, MATTHEW A & AIMEE K	747 NW 42 WAY DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 12 BLK I
98	MILLER, ROBERT & PATRICIA	744 NW 42 WAY DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 19 BLK H
99	MILLER, TRACY K.	368 NW 43 WAY DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 8 BLK C
100	MORAN, CLEO NGUYEN, CHAU M	4258 NW 6 CT DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 8 BLK E
101	MOSCATO, JOSEPH JR CLARKE, KIMBERLY D.	4222 NW 6 CT DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 5 BLK E
102	MOWATT, FAITH M & ANDREWS, TREVOR V	775 NW 41 TER DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 10 BLK G

EXHIBIT "B" TO THE REVITALIZED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DEER ISLE

	OWNER(S)	PROPERTY ADDRESS	LEGAL DESCRIPTION ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 120 AT PAGE 44 OF THE PUBLIC RECORDS OF BROWARD COUNTY
103	MULLIGAN,KYLE & JULIE	4209 NW 6 ST DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 13 BLK E
104	MURSELL,TERRY LEE	4197 NW 7 PL DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 3 BLK J
105	NARDANDREA,JANICE A IRENE M. NARDANDREA TR	733 NW 41 TER DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 3 BLK G
106	NEWHOUSE,CAROLE A LE NEWHOUSE,SANDRA L. & NASH,DIANA N	4237 NW 7 PL DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 1 BLK J
107	NICHOLS,SAM K & LINDA D	4296 NW 2 CT DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 24 BLK A
108	NIETER,EDGAR H JR & LAURA M	771 NW 42 WAY DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 16 BLK I
109	NORTON,ROBERT W	780 NW 42 WAY DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 13 BLK H
110	O'CONNELL,DANIEL J JR. & CARYN M	731 NW 41 WAY DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 5 BLK H
111	OCANTO,VICTOR M. & RAGONA,KERRI A	4299 NW 5 DR DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 12 BLK B
112	OLIVEIRA,LUCIA RAFAELA	4324 NW 6 ST DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 25 BLK B
113	ORR,GREGORY JOHN & MCCLURG,JOSHUA LEE	738 NW 42 WAY DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 20 BLK H
114	PARKER,GARY W	4256 NW 6 ST DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 23 BLK B
115	PASSADORE,DARIO & RIOS,CLAUDIA	732 NW 42 WAY DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 21 BLK H
116	PEREZ,DAWN & YASMANY	277 NW 43 WAY DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 3 BLK B
117	PERPETUO,WILTON & VALDIRENE	4293 NW 5 DR DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 13 BLK B
118	PERRICONE,SALVATORE	326 NW 42 WAY DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 15 BLK A
119	PLISKO,ANTHONY C. & PAMELA M	328 NW 43 WAY DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 10 BLK C
120	POLANIN,MONICA D	342 NW 43 WAY DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 9 BLK C
121	POST,MORTEN C III & DEBORAH E	4280 NW 5 DR DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 5 BLK D
122	PRESCOTT,DONALD B & PRESCOTT,DENISE L	705 NW 42 WAY DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 5 BLK I
123	PROGRESS RESIDENTIAL 2015-3 BORROWER LLC	740 NW 41 WAY DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 16 BLK G
124	PROGRESS RESIDENTIAL 2015-3 BORROWER LLC	4244 NW 6 ST DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 22 BLK B
125	RANGEL,CESAR & ELIANE L	4247 NW 4 CT DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 10 BLK D
126	REBELO,CARLOS A	4198 NW 6 CT DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 3 BLK E
127	REGAN,GERARD P & JOANNE P	751 NW 41 TER DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 6 BLK G
128	REGAN,KATHLEEN M H/E & REGAN,GERARD P.	4173 NW 7 PL DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 7 BLK J
129	RICHARDSON,NICHOLAS & RICHARDSON,TARA	772 NW 41 TER DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 1 BLK F
130	RIESS,JOHN C & RIESS,ROBIN G	714 NW 42 WAY DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 24 BLK H
131	ROBBINS,BRUCE P	755 NW 41 WAY DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 9 BLK H
132	ROBINSON,LITTLE JESSE JAMES	235 NW 41 WAY DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 2 BLK A
133	RODGERS,CHERYL L	265 NW 41 WAY DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 4 BLK A
134	ROGERS,PAUL & MARIE	219 NW 41 WAY DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 1 BLK A
135	ROMANO,DENISE F H/E ROMANO,STEVEN B	748 NW 41 TER DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 5 BLK F

EXHIBIT "B" TO THE REVITALIZED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DEER ISLE

	OWNER(S)	PROPERTY ADDRESS	LEGAL DESCRIPTION ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 120 AT PAGE 44 OF THE PUBLIC RECORDS OF BROWARD COUNTY
136	ROTH,THOMAS & JOANE	4225 NW 7 PL DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 2 BLK J
137	RUETER,DANA RUETER,EDMUND	289 NW 41 WAY DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 5 BLK A
138	SALOMON,JOANNE THOR	4261 NW 5 DR DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 15 BLK B
139	SANDY,SAMUEL & JENNIFER	4263 NW 4 CT DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 9 BLK D
140	SCHER,ROBERT C & KATHY A	4231 NW 4 CT DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 11 BLK D
141	SCHERRER,FERNANDA RIBEIRO,BRIAN F	4257 NW 6 ST DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 9 BLK E
142	SCHNEIDER,DAVID H/E SCHNEIDER,MEGAN A	4274 NW 2 CT DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 23 BLK A
143	SHERMAN,CRAIG & CINDY	749 NW 41 WAY DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 8 BLK H
144	SIBILIA,PATRICK LE PATRICK M SIBILIA REV LIV TR	4192 NW 6 CT DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 2 BLK E
145	SIBLEY,ROBERT L & CONNIE S	380 NW 42 WAY DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 12 BLK A
146	SIGISMONDI,NESTOR L	761 NW 41 WAY DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 10 BLK H
147	SILVA,FARLEY & ANDREZA RAMALHO	750 NW 42 WAY DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 18 BLK H
148	SINGH,SUSANNA FARIA SINGH FAM TR ETAL	710 NW 41 WAY DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 20 BLK G
149	SMITH,KRISTIN K H/E GREEN,SHERRY M	754 NW 41 TER DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 4 BLK F
150	SMITH,ROLAND E & OLENTIA R E	308 NW 42 WAY DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 16 BLK A
151	STACEY,BILLY W & THERESA A	707 NW 41 WAY DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 1 BLK H
152	SURIA,NIDIA M	607 NW 43 WAY DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 2 BLK I
153	TANABE,MICHELE P H/E FERRAZ,LUCAS	743 NW 41 WAY DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 7 BLK H
154	TIERNEY,JAMES	711 NW 42 WAY DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 6 BLK I
155	TOTTERWEICH,G K & KATHILEEN	341 NW 41 WAY DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 8 BLK A
156	TRUDEAU,DAVID JR	768 NW 42 WAY DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 15 BLK H
157	TURNER,RUSSELL D & VAN HOUTTEGHEM,PEARL	259 NW 43 WAY DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 2 BLK B
158	TUTTLE,ANN	713 NW 41 WAY DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 2 BLK H
159	UHRICK,ASHLEY E & AUSTIN R	4220 NW 6 ST DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 20 BLK B
160	UNDERWOOD,GEORGE V	249 NW 41 WAY DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 3 BLK A
161	URRUTIA,LUIS LE URRUTIA,NANCY LE ETAL	4230 NW 2 CT DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 21 BLK A
162	VAN STADEN,BAREND JACOBUS & VAN STADEN,AMANDA	4208 NW 6 ST DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 19 BLK B
163	WARD,JAY W & DAWN E	362 NW 42 WAY DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 13 BLK A
164	WEINER,RICHARD C & THERESE A	275 NW 42 WAY DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 2 BLK C
165	WILL,ROBERTA EHRLE	4295 NW 4 CT DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 7 BLK D
166	WILLIAMS,JEFFREY & JARAMILLO,VIVIANA	355 NW 41 WAY DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 9 BLK A
167	WILLIAMS,WILLIE LE WILLIE WILLIAMS REV LIV TR	737 NW 41 WAY DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 6 BLK H
168	WILSON,CATHERINE L	752 NW 41 WAY DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 14 BLK G
169	ZANELLI,JULIO C LE, PENA, TOBY & CAROLA	228 NW 42 WAY DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 20 BLK A

EXHIBIT "B" TO THE REVITALIZED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DEER ISLE

	OWNER(S)	PROPERTY ADDRESS	LEGAL DESCRIPTION ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 120 AT PAGE 44 OF THE PUBLIC RECORDS OF BROWARD COUNTY
170	ZAPPIA,GAIL I.E MULLEN-DEGNAN,CAROL ETAL.	4264 NW 5 DR DEERFIELD BEACH, FL 33442	RIVERGLEN EAST 120-44 B LOT 4 BLK D
	OWNER(S)	PROPERTY ADDRESS	LEGAL DESCRIPTION ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 122 AT PAGE 5 OF THE PUBLIC RECORDS OF BROWARD COUNTY
171	BITTON,JONATHAN HUIZA,GLADYS	4124 NW 1 ST DEERFIELD BEACH, FL 33442	DEER ISLE 122-5 B LOT 6 BLK 1
172	CAMPOS,GIRSILEM & PERPETUO,CRISTIANE D	53 NW 41 WAY DEERFIELD BEACH, FL 33442	DEER ISLE 122-5 B LOT 3 BLK 2
173	CIVIDANES,CARMEN PUJOLS,GILBERTO & CIVIDANES,G P	4123 NW 1 ST DEERFIELD BEACH, FL 33442	DEER ISLE 122-5 B LOT 2 BLK 1
174	CORRISTON,CHRISTOPHER & JENNIFER	69 NW 41 WAY DEERFIELD BEACH, FL 33442	DEER ISLE 122-5 B LOT 2 BLK 2
175	GRAVEL,SUSAN	4108 NW 1 ST DEERFIELD BEACH, FL 33442	DEER ISLE 122-5 B LOT 4 BLK 1
176	GRAVES,BRIAN	37 NW 41 WAY DEERFIELD BEACH, FL 33442	DEER ISLE 122-5 B LOT 4 BLK 2
177	KRIJGER,ABRAHAM	4115 NW 1 ST DEERFIELD BEACH, FL 33442	DEER ISLE 122-5 B LOT 3 BLK 1
178	GAMBINO, JOSEPH	85 NW 41st WAY DEERFIELD BEACH, FL 33442	DEER ISLE 122-5 LOT 1 BLK 2
179	SICARD,BERNARDO	4131 NW 1 ST DEERFIELD BEACH, FL 33442	DEER ISLE 122-5 B LOT 1 BLK 1
180	TIRITILLI,JOSEPH J	4116 NW 1 ST DEERFIELD BEACH, FL 33442	DEER ISLE 122-5 B LOT 5 BLK 1
181	VALERIOTI,MICHAEL E & STEPHANIE	4132 NW 1 ST DEERFIELD BEACH, FL 33442	DEER ISLE 122-5 B LOT 7 BLK 1

**BY-LAWS  
OF  
DEER ISLE HOMEOWNER'S ASSOCIATION, INC.**

**I. DEFINITIONS**

All terms used herein which are defined in the Declaration of Covenants and Restrictions for Deer Isle, shall be used herein with the same meanings as defined in said Declaration.

**II. LOCATION OF PRINCIPAL OFFICE**

The principal office of the Association shall be located at PO Box 652, Deerfield Beach, Florida, 33443, or at such other place as may be established by resolution by the Board of Directors of the Association.

**III. VOTING RIGHTS AND ASSESSMENTS**

1. Every person or entity who is a record fee simple owner of a Lot, shall be a member of the Association, provided that any such person or entity who holds such interest only as a security for the performance of an obligation shall not be a member. Membership shall be appurtenant to, and may not be separated from ownership of any Lot which is subject to assessment.
2. Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the rate set forth in the Declaration of Covenants and Restrictions for Deer Isle and shall result in the suspension of voting privileges during any period of such nonpayment.

**IV. BOARD OF DIRECTORS**

1. A majority of the Board of Directors shall constitute a quorum to transact business at any meeting of the Board, and the action of the majority present at a meeting at which a quorum is present shall constitute the action of the Board of Directors.
2. Any vacancy occurring on the Board of Director's because of death, resignation or other termination of services of any Director, shall be filled by the Board of Directors. A Director appointed to fill a vacancy shall be appointed for the unexpired term of his predecessor in office and until successor shall have been elected and/or appointed and qualified.

**V. ELECTION OF DIRECTORS: NOMINATING AND ELECTION COMMITTEES**

1. Nominations for the election of Board members may be made by the Nominating Committee appointed by the Board.
2. Within thirty (30) days of the Annual Meeting, the Nominating Committee shall notify the Secretary of the names of the candidates nominated for election to the Board of Directors. The Secretary shall, within seven (7) days of receiving such

- notification from the Nominating Committee, prepare and mail ballots to the members.
3. The Board of Directors shall accept as many volunteers for election to the Board of Directors as it shall in its discretion determine. Petitions for volunteers shall be accepted if signed by fifteen (15) Members of the Association.
  4. All elections to the Board of Directors shall be made on written ballots which shall (a) describe the vacancies to be filled and (b) set forth the names of those running. Upon receipt of such ballots such members and representatives may, in respect to each vacancy, cast as many votes for the persons running as they are entitled to exercise under the provisions of the Amended Articles of Incorporation and these By-Laws.
  5. The completed ballots shall be returned to the Secretary at the address of the Association, or at such other address as designated upon each ballot. Upon receipt of each ballot, the Secretary shall immediately place it in the safe or other locked place until the date of the Annual Meeting of the Association. On that day, and at the Annual Meeting, the ballots shall be turned over to an election committee which shall consist of five (5) members appointed by the Board of Directors or to be counted by the Secretary if the Board has not appointed an election committee.
  6. The members of the Board of Directors elected or appointed in accordance with the procedures set forth in this Article shall be deemed elected or appointed as of the date of the Annual Meeting of the Board of Directors.

## **VI. POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

1. The Board of Directors shall have power:
  - A. To call meeting of the members.
  - B. To appoint, at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these by-laws shall be construed to prohibit the employment of any member, officer or Director of the Association in any capacity whatsoever.
  - C. To establish, levy and assess, and collect the assessments necessary to operate the Association and carry on its activities, and to create such reserves for extraordinary expenditures as may be deemed appropriate by the Board of Directors.
  - D. To adopt and publish rules and regulations governing the use of the Common Area or any parcel thereof and the personal conduct of the members and their guests thereon.
  - E. To authorize and cause the Association to enter into contracts for the day-to-day operation of the Association and the discharge of its responsibilities and obligations.
  - F. To exercise for the Association all powers, duties and authority vested in or delegated to the Association, except those reserved to members in the Declaration of Covenants and Restrictions for Deer Isle or the Amended Articles of Incorporation of the Association.
2. It shall be the duty of the Board of Directors:

- A. To cause to be kept a complete record of all its acts and corporate affairs.
- B. To supervise all officers, agents and employees of this Association and to see that their duties are properly performed.
- C. With reference to assessments of the Association.
  - 1) To fix the amount of the Assessment against each member for each assessment period at least thirty (30) days in advance of such date or period.
  - 2) To prepare a roster of the members and assessments applicable thereto which shall be kept in the office of the Association and shall be opened to inspection by any member; and
  - 3) To send written notice of each assessment to every member subject thereto.
- D. To issue or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether any assessment has been paid. Such certificate shall be prima facie evidence of any assessment therein stated to have been paid.

## **VII. DIRECTORS AND MEETINGS**

- 1. The Annual Meeting of the Association shall be held in January of each year at the principal office of the Association, unless some other place is designated by the Board. Regular meetings of the Board of Directors shall be held at such time and place as provided by appropriate resolution of the Board of Directors.
- 2. Notice of such meetings are hereby dispensed with. If the day for a regular meeting shall fall upon a holiday, the meeting shall be held at the same hour on an alternate date, and no notice thereof need be given.
- 3. Special meetings of the Board of Directors shall be held when called by the President or Vice President of the Association or by any three (3) Directors after not less than three (3) days notice to each Director.
- 4. The transaction of any business at any meeting of the Board of Directors however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum is present and, if either before or after the meeting, each of the Directors not present signs a waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof All such waivers, consents and approvals shall be filed with the corporate records and made part of the minutes of the meeting.

## VIII. OFFICERS

1. The officers shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as may be determined by the board, in accordance with the Amended Articles of Incorporation, to be from time to time appropriate. The President shall be a member of the Board of Directors, but the other officers need not be.
2. The officers of the Association shall be elected by the Board of Directors, which shall be held immediately following the Annual Meeting of the Association. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and qualified.
3. A vacancy in any office because of death, resignation, or other termination of service, may be filled by the Board of Directors for the unexpired portion of the term.
4. All officers shall hold office at the pleasure of the Board of Directors~ except that if an officer is removed by the Board, such removal shall be without prejudice to the contract rights, if any, of the officer so removed.
5. The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out and sign all notes, checks, leases, mortgages, deeds and all other written instruments.
6. The Vice President, or the Vice President so designated by the Board of Directors if there is more than one (1) Vice President, shall perform all the duties of the President in his absence. The Vice President (s) shall perform such other acts and duties as may be assigned by the Board of Directors.
7. The Secretary shall be ex officio the Secretary of the Board of Directors, and shall record the votes and keep the minutes of all proceedings in a book to be kept for the purpose. He shall sign all certificates of membership. He shall keep the records of the Association. He shall record in the book kept for that purpose all the names of the members of the Association together with their addresses registered by such member.
8. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer may, but need not, be a required signatory on checks and notes of the Association.
9. The Treasurer, or his appointed agent, shall keep proper books of account and cause an annual review of the Association books be made by an accountant at the completion of each fiscal year. He or his appointed agent shall prepare an annual budget and an annual balance sheet statement and the budget and balance sheet statement shall be open for inspection upon reasonable request by a member.
10. The salaries, if any, of the officers and assistant officers of the Association shall be set by the Board of Directors.



## **IX. COMMITTEES**

1. The standing Committees of the Association shall be:
  - The Maintenance Committee
  - The Architectural Control Committee (The "ACC")
  - The Common Area Committee
  - The Lakes Committee
  - The Newsletter Committee

Each committee, other than the "ACC", shall consist of a chairman and include a member of the Board of Directors and any other volunteers. The committees (except the ACC) shall be appointed by the Board of Directors within thirty (30) days after each Annual Meeting of the Board of Directors, to serve until succeeding committee members have been appointed. The Board of Directors may appoint such other committees as it deems advisable.

2. The Maintenance Committee shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of property in Deer Isle and shall perform or seek the performance of such other functions as the Board, in its discretion, determines.
3. The ACC shall be appointed, shall serve, and shall have the duties and functions as described in the Declaration of Covenants and Restrictions for Deer Isle. A party aggrieved by a decision of the ACC shall have the right to make a written request to the Board of Directors, within thirty (30) days of such decision, that the Board review such decision. The determination of the Board upon reviewing such decision of the ACC shall in all events be dispositive.
4. The Maintenance Committee and other committees appointed and so empowered by the Board of Directors (but not the ACC) shall have the power to appoint subcommittees from among their membership and it may delegate to any subcommittees any powers, duties and functions.
5. It shall be the duty of each committee to receive complaints from members on any matter involving Association functions, duties and activities within its scope of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, Director or officer of the Association which is further concerned with the matter presented.

## **X. BOOKS AND PAPERS**

The books, records, and papers of the Association shall at all times, during reasonable business hours, be subject to inspection of any member.

**XI. SEAL**

The Association shall have a seal in circular form having its circumference the words: DEER ISLE HOMEOWNER'S ASSOCIATION, INC., a corporation not for profit, 1985.

**XII. AMENDMENTS**

These By-Laws may be altered, amended or repealed by majority vote of the Directors present at a duly constituted meeting of the Board of Directors.

**CERTIFICATE**

The foregoing were adopted as the amended By-Laws of Deer Isle Homeowner's Association, Inc., a corporation not for profit under the laws of the State of Florida, on October 29, 1996.



*Deer Isle Homeowner's Association, Inc.  
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ADDITIONAL RULES & REGULATIONS  
FOR DEER ISLE HOMEOWNERS ASSOCIATION, INC.

**PARKING:** Passed by the Board of Directors on September 9, 2003

- Parking of any type of vehicle between the house and the sidewalk is strictly prohibited at all times except on the paved / concrete driveway located on the lot. This parking prohibition shall include the side yard located from the side property line to the home and the backyard from the back property line to the home. A violation shall subject the homeowner to the usual routine violation procedure and enforcement / injunction proceedings brought in a court of competent jurisdiction if need be. In any action brought by the Association to enforce this rule, the prevailing party shall be entitled to all court costs and reasonable attorney's fees.
- Parking in the swale area is allowed, provided you do not overlap the sidewalk or protrude into the street. Parking across any portion of the sidewalk is against the law. Parking in the swale may damage the grass, if this occurs the homeowner must replace the damage area. Passed by the Board of Directors September 11, 2018.

**MAILBOXES:** Passed by the Board of Directors on September 9, 2003

- Prior to replacing the mailbox, the homeowner must first obtain architectural approval using the following guidelines:
  - Mailboxes may be:
    - Standard (8' 314" ht. x 6' 314" w x 19: d) metal or wood. Covered with a cedar style housing. Basic Rubbermaid plastic mailbox with coordinating post. C-shaped cement mailboxes with a planter box are allowed. The planter box must have greenery in it, which must be maintained in an architecturally pleasing manner. May have either a wrought iron or wooden post, to coordinate with the mailbox. Recommended height from the ground to the base of the mailbox is 41 ". Recommended distance from the street is 18". All mailboxes should have the house number on the mailbox or the post. Mailboxes must be kept in an upright position and must be in good repair (free of rust or algae).

**FENCES:** Amended and passed by the Board of Directors on March 9, 2004. Updated September 11, 2018 to include PVC/Vinyl fences.

- Prior to installing a fence, the homeowner must first obtain architectural approval using the following guidelines:
  - Fences may be:
    - Wooden fences are to be no higher than 6' with a 1' wooden decorative top added. PVC/Vinyl fences are to be no higher than 6' and the style and color must be approved by the board. Chain link fences can be no higher



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than 4', except on the lake side where they may be 5'. Wrought iron fences can be no higher than 5'. No fences that would obstruct the line of site, or view of the lake, are allowed on lakeside property except for corner lots. Due to the unique and special circumstances of corner lots that are located on or about the lake, a homeowner may install a fence which obstructs the line of site or view of the lake as long as the fence guidelines and procedures have been followed and the Association has approved the architectural application.

- Cement walls / fences are not allowed.
  - Vinyl webbing fences are not allowed.
  - All fences must be kept in good condition: upright, no boards missing, no need for repair, and free of algae.
  - Wrought iron fences must be maintained in condition as well.
  - When looking at the fence from the street, both front facing fences must be the same size, height & style.
  - Wooden fences may be painted a color coordinating with the house color or trim, or they may be stained a natural color. Once painted, the fences must be maintained properly.
- Corner lots may have a fence extending to the sidewalk as long as they do not obstruct the line of site or view of other homeowners. The homeowner must first obtain approval variance from the City of Deerfield Beach.

Metal Roofs: Amended and passed by the Board of Directors on September 11, 2018

- Metal roofs will be considered as long as they have the appearance of shingles that match the community roofs and match as close as possible to the approved colors.



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### MOST COMMON QUESTIONS FOR THE ARCHITECTURAL COMMITTEE

1. Question: Can I change the color of my home?
  - a. Answer: All color changes must be, submitted to the Architectural Committee, in writing, prior to painting according to Article V, Section 1.
  
2. Question: Can I add to or change type structure of my property?
  - a. Answer: All changes or improvements to your property, building or structural changes, must be submitted in writing to the Architectural Committee for approval per Article V, Section 1. An Architectural Application is included in your Deer Isle Homeowners Bylaws book.
  
3. Question: Can I park a commercial vehicle on my property?
  - a. Answer: Commercial vehicles may not be placed, parked or stored where they can be viewed from the street per Article V, Section 14. All commercial signs must be removed when the vehicle is in the neighborhood.
  
4. Question: Can I park or store my boat or RV on my property?
  - a. Answer: No boat, trailer of any nature, motor home, or recreational vehicle may be parked or stored where any portion can be viewed from the street per Article V, Section 14.
  
5. Question: Can I put up a fence?
  - a. Answer: Yes. A written request with plans must be submitted to the Architectural Committee for approval before installing it per Article V, Section 10.
  
6. Question: Can I put up a sign on my property?
  - a. Answer: Yes. (1) For Sale sign per residence, with size and location restrictions. Election signs are (1) per lot. Seasonal signs are allowed one month before the holiday and must be down two weeks after the holiday. Construction, pool, and paint signs are allowed during the construction process. Security signs are allowed. Please note the size & location restrictions noted in the Rules Regarding Signage. No trespassing signs are not allowed. Bad Dog or Beware of Dog signs are allowed as long as you have a dog.
  
7. Question: Can I have an outside antenna or satellite dish or clothesline on my property?
  - a. Answer: FCC Regulations mandate that we allow antenna's and satellite dishes, although our covenants state otherwise. We ask that all antenna's and mini satellite dishes be screened from view by the use of landscaping or positioned



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out of the public view as much as possible. No clothesline may be visible from the street according to Article VI, Section 12.

8. Question: Why do I need to worry about house and mailbox numbers?
  - a. Answer: City Code dictates that house numbers must be visible from the street and be no less than 3" high and no more than 10" tall. This is so that public utilities and others can find your home if the need arises. Numbers on mailboxes make it easier for new and current mail carriers and other individuals to have a secondary method of identifying your home.
  
9. Question: Can I rent my home?
  - a. Answer: Yes, with several stipulations. Your home may be leased to only one family, and no portion may be subleased per Article V, Section 3. No more than two people per bedroom. There must be a properly executed written lease for no less than six months. A copy of this lease must be given to the Association with the names of all occupants and information on where to contact the owner of said property. The lease must be presented prior to the tenants moving in. Tenants must be aware of the Association Bylaws and Covenants, Conditions and Restrictions. Please review the Rules for Leasing Homes in Deer Isle for further information.
  
10. Question: Do I have to pay the yearly assessment fee?
  - a. Answer: Yes. According to Article IV, Section 1, all dues must be paid to the Homeowners Association. The fiscal year runs from November 1 through October 31. The yearly assessment fees are due before December 1. If these fees are not received by this date, interest will be charged at 18%. Any fees not paid by February 1, will be charged an additional \$25 late fee and referred to the Association attorney.
  
11. Question: Can I leave my trash cans out alongside my garage?
  - a. Answer: Yes. Pursuant to the rule making authority contained in the governing documents of Deer Isle Homeowner Association, Inc. the Board of Directors upon an unanimous vote has this 8 day of April, 2014 promulgated and passed the following rule:
  - b. 1. All owners shall store their trash receptacles in either their garage, behind a fence or alongside the side of the dwelling unit but in no event in the front of the dwelling unit. All trash receptacles shall not be placed by or remain by the street twenty four (24) hours before than or after the scheduled refuse pick up.
  
12. Question: Can I remove the tree in my front yard?
  - a. Answer: Only if the tree is diseased can it be removed from your property per Article V 1, Section 25. If a tree is removed for this reason, another tree must be



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replanted on your property. You should also follow city guidelines and contact the city forester for a permit.

13. Question: Can I put up any type of mailbox I want?

- a. Answer: No. According to the Rules & Guidelines re: mailboxes, you can only install a standard wooden, metal or C-shaped cement mailbox with planter. No decorative posts are allowed.

14. Question: At times I have more cars than my driveway will accommodate, what do I do?

- a. Answer: You may park between the street and the sidewalk, the swale area, provided you do not overlap the sidewalk or protrude into the street. Parking across any portion of the sidewalk is against the law.

Homeowners are invited to call the Deer Isle Hotline (954-426-8228) or attend a Monthly Board Meeting if they have questions about these or any other rules and regulations of the Deer Isle Homeowners Association.



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## RULES FOR LEASING HOMES IN DEER ISLE

Passed by the Board of Directors ... November 28, 1995 Modified November 2015

1. A home may not be leased to more than one family, and no portion of the residence may be subleased. There shall be no more than two (2) persons per bedroom in the home to be leased.
2. The home must be leased for no less than a six month period with a properly executed written lease. Property may not be rented on a month to month basis. Each owner is required to notify the Board of Directors in writing when a unit is leased and provide a copy of the lease to the Association with the names of all occupants and information on where to contact the owner of said property.
3. The owner must provide a copy of the lease, signed by all parties, PRIOR to the tenants moving in. If the owner fails to provide the Association with the lease prior to the tenant's occupancy or if the lease fails to contain all of the terms set forth herein, the lease will be null and void.
4. The owner must supply all tenants with a current copy of the Deer Isle Homeowners Associations documents. The lease must provide that the tenant has received a copy of these documents.
5. Each lessee must agree to abide by all articles in the Covenants, Conditions, and Restrictions, as well as the Articles of Incorporation and Bylaws. The Association may bring action against the owner and the tenant if any violations do occur.
6. The owner and tenant of the property will be responsible for all costs and attorney fees incurred by the Association in regards to any property.
7. No homeowner may lease out their home until all of their outstanding assessments are paid in full to the Association. No home may be leased out if there are any defaults to the provisions of the Associations documents.
8. Please be advised that prior to entering into a lease it is MANDATORY that the homeowner perform a comprehensive criminal background check on all prospective tenants and once a lease is signed, deliver a copy of the criminal background check and lease to the association.





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## VIOLATION PROCEDURES

Policies and Procedures Manual

Passed by the Board of Directors - Amended August 2003

### Violations of Declaration of Covenants, Conditions and Restrictions of the Deer Isle Homeowner's Association, Inc.

The purpose of these procedures is to set forth the action that must be taken by the Association in the event of a violation of the Declaration of Covenants, Conditions and Restrictions of the Association by a homeowner. It is the intent of the Association to avoid litigation whenever possible, however, if a violation is not corrected after the applicable notices have been given to the homeowner, the Association has a fiduciary duty and responsibility to bring the necessary action to enforce the Declaration of Covenants, Conditions and Restrictions of the Association against the homeowner. Accordingly the Board of Directors hereby adopt the following violation procedures:

1. When an INITIAL violation of the Declaration of Covenants, Conditions and Restrictions of the Association is reported to the Association or observed by the Association or the Management Company, an entry shall be made in the violation log maintained by the Management Company of the nature of the violation and the date, time and address where the violation is occurring. The Association shall send a letter to the homeowner which specifically sets forth (1) the nature of the violation, (2) the section within the documents that are being violated, (3) the manner in which the violation must be corrected and (4) that the homeowner has thirty (30) days from the date of the letter to correct the violation and otherwise comply with the terms of the letter. If the homeowner contacts the Association in writing before the thirty (30) day period and sets forth a time in which the correction will occur (which shall not be longer than thirty (30) days from the homeowner's written reply) a SECOND VIOLATION has not occurred.
2. If the homeowner does not correct the violation within thirty (30) days, does not provide the Association with the written notice above or does not correct the violation with thirty (30) days from the date of the homeowner's letter a SECOND VIOLATION has occurred. When a SECOND VIOLATION has occurred another letter shall be sent by the Association which shall contain the same notice provisions but shall also invite the homeowner to attend the next Board of Directors meeting to discuss how and when the violation will be corrected. Furthermore, photographs of the violation shall be taken to present to the Board of Director's at their next meeting.
3. If the homeowner fails to attend the Board of Director's meeting, attends the meeting but an agreement is not reached or does not correct the violation within thirty (30) days of the second letter a THIRD VIOLATION has occurred. When a THIRD VIOLATION has occurred the Association shall send another letter to the homeowner by certified mail return receipt requested enclosing the two previous violation notices and advising the homeowner that they have fourteen (14) days



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from the date of this third letter to correct the violation or the matter will be turned over to the Association's attorney and that the homeowner will be responsible to pay all of the Association's attorneys fees.

4. If the homeowner fails to correct the violation within this fourteen (14) day period the matter shall be turned over to the Association's attorney who shall send one final letter advising the homeowner that they have fourteen (14) days to correct the violation, that they must immediately reimburse the Association their attorney's fees and that failure to correct the violation will result in a lawsuit being filed for injunctive relief and all costs and fees will be charged to the homeowner.
5. If the homeowner does not correct the violation within the fourteen (14) day period imposed by the Association's attorney then at the next Board of Directors meeting the matter will be discussed and the Board will vote on whether to authorize and direct the Association's attorney to file suit against the homeowner.
6. If the Association obtains an injunction against the homeowner or in the event the Association and the homeowner enter into a written settlement after the lawsuit has been filed and the homeowner has failed to comply, the Association's attorney shall be authorized to file the appropriate motion with the court to force compliance by the homeowner.



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## VIOLATION PROCEDURES

Policies and Procedures Manual

Passed by the Board of Directors ..... Amended October 7, 1997

Violations of Declaration of Covenants, Conditions, and Restrictions For Deer Isle Pertaining to Maintenance

Violations: Parking Violations addressed separately.

The purpose of this section is to outline the appropriate action to be taken by the Board of Directors and Officers of Deer Isle in the event that the Declaration of Covenants, Conditions, and Restrictions for Deer Isle are violated. It is the intention of the Board to avoid litigation whenever possible, however, if violations continue, it is recognized that the Board has a fiduciary duty and responsibility to enforce these documents. Consequently, the following procedure will be followed consistently in an effort to cure violations:

- When an INITIAL violation of the Declaration of Covenants, Conditions, and Restrictions for Deer Isle is reported to and I or observed by an Officer or Director of Deer Isle Homeowners Association, or the Management Company, the violation shall be confirmed by actually viewing the violation, if possible, and supporting notes indicating the date, time, address of violation, etc. should be detailed on the Violation Incident Report (see Exhibit I ). Subsequently, the violation should be documented in a letter notifying the homeowner of the violation. In addition, pictures should be obtained when possible as additional evidence of, the violation. The letter should always specify the appropriate section violated, the violation as well as the date, time of such, and the corrective action required by the homeowner. If the INITIAL violation is not corrected **within** fourteen (14) days subsequent to the date of the INITIAL letter, then a second violation has occurred. **If the homeowner contacts the Management Company and/or the Homeowners Association within ten (10) days after receiving the violation notice a second letter will not be sent. When contacting the Management Company or the HOA the homeowner must give a time limit for which the violation will be corrected. If this violation is not corrected within the time frame agreed upon by the Management Company and/or the HOA a SECOND violation has occurred.**
- When a SECOND violation (**on the same Covenant, Condition, or Restriction**) occurs the above procedure should be repeated. However, in addition, the letter notifying the homeowners of the violation should contain an invitation to attend the next Board meeting to discuss the situation in an attempt to resolve the situation outside of litigation. The meeting with the homeowner should include the drafting of a written agreement between the Association and the homeowner to resolve and document the situation. If the SECOND violation is not corrected within fourteen (14) days subsequent to the date of SECOND letter, then a THIRD violation has occurred.
- When a THIRD violation (**on the same Covenant, Condition, or Restriction**) occurs the Association's attorney should be contacted to notify, formally and in writing, the homeowners of the violation. Failure by the homeowner to rectify the violation will result in a lawsuit seeking an injunction prohibiting the violations to continue.
- When the association has already obtained an injunction prohibiting certain behavior and ONE ADDITIONAL violation occurs, the Associations attorney should be contacted to proceed with a Motion For Contempt and Sanctions including reasonable attorney fees. **Further letters from the Management Company and/or the HOA will not be sent, but the violations will be noted in the log book.**
- **Each calendar year (January 1<sup>st</sup>) the violation process will start all over again. A record of the previous year's violations will be kept as a means of tracking habitual violators.**
- **For each new violation that occurs the above procedure is followed.**
- **All attorney fee's generated from a violation will be charged to the homeowner.**



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## VIOLATION PROCEDURES

### BOAT, COMMERCIAL VEHICLE, CAMPER AND TRAILER VIOLATIONS

Passed by the Board of Directors ... September 2, 1997

The following procedures shall apply:

1. Once the Association becomes aware of a violation, pictures should be taken if possible and an initial violation letter shall be sent to the homeowner detailing the violation, specifying the covenant which is in breach, the date of the violation, the corrective action to be taken and a time period for the corrective action.
2. If a second violation of the same nature occurs within a year from the initial violation, a second violation letter shall be sent and the homeowner shall be extended an invitation to attend a Board meeting to attempt to resolve the violation. If the homeowner does not attend the Board meeting or if the Association and the homeowner are unable to resolve the matter and the violation continues then a third violation will result.
3. If a third violation of the same nature occurs within one year of the initial violation then the Association's attorney shall be contacted to send a third and final violation letter to the homeowner. If the violation of the same nature occurs within one year after the attorney's letter then the Association shall file suit against the homeowner, seeking an injunction and attorney's fees.



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### MOST COMMON QUESTIONS FOR THE ARCHITECTURAL COMMITTEE

1. Question: Can I change the color of my home?
  - a. Answer: All color changes must be, submitted to the Architectural Committee, in writing, prior to painting according to Article V, Section 1.
  
2. Question: Can I add to or change the structure of my property?
  - a. Answer: All changes or improvements to your property, building or structural changes, must be submitted in writing to the Architectural Committee for approval per Article V, Section 1. An Architectural Application is included in your Deer Isle Homeowners Bylaws book.
  
3. Question: Can I park a commercial vehicle on my property?
  - a. Answer: Commercial vehicles may not be placed, parked or stored where they can be viewed from the street per Article V, Section 14. All commercial signs must be removed when the vehicle is in the neighborhood.
  
4. Question: Can I park or store my boat or RV on my property?
  - a. Answer: No boat, trailer of any nature, motor home, or recreational vehicle may be parked or stored where any portion can be viewed from the street per Article V, Section 14.
  
5. Question: Can I put up a fence?
  - a. Answer: Yes. A written request with plans must be submitted to the Architectural Committee for approval before installing it per Article V, Section 10.
  
6. Question: Can I put up a sign on my property?
  - a. Answer: Yes. (1) For Sale sign per residence, with size and location restrictions. Election signs are ( 1) per lot. Seasonal signs are allowed one month before the holiday and must be down two weeks after the holiday. Construction, pool, and paint signs are allowed during the construction process. Security signs are allowed. Please note the size & location restrictions noted in the Rules Regarding Signage. No trespassing signs are not allowed. Bad Dog or Beware of Dog signs are allowed as long as you have a dog.
  
7. Question: Can I have an outside antenna or satellite dish or clothesline on my property?
  - a. Answer: FCC Regulations mandate that we allow antenna's and satellite dishes, although our covenants state otherwise. We ask that all antenna's and mini satellite dishes be screened from view by the use of landscaping or positioned



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out of the public view as much as possible. No clothesline may be visible from the street according to Article VI, Section 12.

8. Question: Why do I need to worry about house and mailbox numbers?
  - a. Answer: City Code dictates that house numbers must be visible from the street and be no less than 3" high and no more than 10" tall. This is so that public utilities and others can find your home if the need arises. Numbers on mailboxes make it easier for new and current mail carriers and other individuals to have a secondary method of identifying your home.
  
9. Question: Can I rent my home?
  - a. Answer: Yes, with several stipulations. Your home may be leased to only one family, and no portion may be subleased per Article V, Section 3. No more than two people per bedroom. There must be a properly executed written lease for no less than six months. A copy of this lease must be given to the Association with the names of all occupants and information on where to contact the owner of said property. The lease must be presented prior to the tenants moving in. Tenants must be aware of the Association Bylaws and Covenants, Conditions and Restrictions. Please review the Rules for Leasing Homes in Deer Isle for further information.
  
10. Question: Do I have to pay the yearly assessment fee?
  - a. Answer: Yes. According to Article IV, Section 1, all dues must be paid to the Homeowners Association. The fiscal year runs from November 1 through October 31. The yearly assessment fees are due before December 1. If these fees are not received by this date, interest will be charged at 18%. Any fees not paid by February 1, will be charged an additional \$25 late fee and referred to the Association attorney.
  
11. Question: Can I leave my trash cans out alongside my garage?
  - a. Answer: Yes. Pursuant to the rule making authority contained in the governing documents of Deer Isle Homeowner Association, Inc. the Board of Directors upon an unanimous vote has this 8 day of April, 2014 promulgated and passed the following rule:
  - b. 1. All owners shall store their trash receptacles in either their garage, behind a fence or alongside the side of the dwelling unit but in no event in the front of the dwelling unit. All trash receptacles shall not be placed by or remain by the street twenty four (24) hours before than or after the scheduled refuse pick up.
  
12. Question: Can I remove the tree in my front yard?
  - a. Answer: Only if the tree is diseased can it be removed from your property per Article V 1, Section 25. If a tree is removed for this reason, another tree must be



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replanted on your property. You should also follow city guidelines and contact the city forester for a permit.

13. Question: Can I put up any type of mailbox I want?

- a. Answer: No. According to the Rules & Guidelines re: mailboxes, you can only install a standard wooden, metal or C-shaped cement mailbox with planter. No decorative posts are allowed.

14. Question: At times I have more cars than my driveway will accommodate, what do I do?

- a. Answer: You may park between the street and the sidewalk, the swale area, provided you do not overlap the sidewalk or protrude into the street. Parking across any portion of the sidewalk is against the law.

Homeowners are invited to call the Deer Isle Hotline (954-426-8228) or attend a Monthly Board Meeting if they have questions about these or any other rules and regulations of the Deer Isle Homeowners Association.



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Pursuant to the rule making authority contained in the governing documents of Deer Isle Homeowner Association, Inc. the Board of Directors upon unanimous vote has this 14 day of June, 2022 promulgated and passed the following rule:

1. All owners shall store their trash receptacles in either their garage, behind a fence or alongside the side of the dwelling unit provided they are not visible from the street, but in no event in the front of the dwelling unit. All trash receptacles shall not be placed by or remain by the street twenty-four (24) hours before the scheduled refuse pick up and returned to storage the same day after pick up.



The following list contains most items or issues that the Management Company looks at or for when they make their monthly inspections throughout the neighborhood. These are just guidelines that the Management Company follows and violation letters are sent accordingly.

## MANAGEMENT ROUNDS

### House:

- Approved Deer Isle color
- Maintained in good condition & repair
- Fascia & gutters maintained in good condition (no mold or mildew) and repair
- No beams or architectural items missing
- Portico/porch area not to be used for storage

### Roofs:

- Maintained in good condition & repair
- No missing shingles
- Free of algae
- Shingles blend together

### Driveway/Sidewalk:

- Free of algae, stains & weeds
- If painted or stained it must be in good condition (not peeling or faded, etc.)

### Lawn:

- Trimmed & maintained in a neat & attractive manner
- No weeds, garbage, misc. items (rubbish) accumulating on lot
- No building materials visible
- Vegetation & landscaping must be maintained in attractive manner
- Corner lots must be maintained in an attractive manner (if visible from the street)
- Landscaping beds must have vegetation and be maintained in an attractive manner

### Hedges/Mass Plantings:

- Trimmed, maintained in a neat & attractive manner
- 6 feet high in the back & side (unless approval given)
- 3 feet high in the front

### Lighting:

- No lighting shall be placed that would be an annoyance or nuisance to adjacent residents

### Trees:

- Trimmed & maintained
- No dead fronds or branches
- If dead, must be removed & replaced (city permit required to remove trees)
- No visible stumps noted

Basketball Posts:

- In good condition
- Backboard & full net present

Mailbox:

- Upright & maintained in good condition (paint, etc.)
- If planter style, must have vegetation planted & maintained
- Visible house numbers on mailbox or house

Commercial/Recreational Vehicles:

- None parked overnight in the driveway or street or alongside the garage or home

Laundry:

- No clotheslines, etc. to be noticed

Signs:

- Seasonal decorations (up 1 month before holiday & down 2 weeks after)
- No trespassing signs not allowed
- Bad Dog/Beware of Dog signs allowed- written proof stating such needed

Trash Cans:

- All owners shall store their trash receptacles in either their garage, behind a fence or alongside the side of the dwelling unit but in no event in the front of the dwelling unit. All trash receptacles shall not be placed by or remain by the street twenty four (24) hours before than or after the scheduled refuse pick up.

Bulk Trash:

- Out the night prior to pickup

Shed:

- Not visible from roadway