

# *Tropical East*

**HOMEOWNERS' ASSOCIATION INC**



Declarations  
of  
Covenants / Conditions  
and  
Restrictions

*January 1, 2013*

*Board of Directors*

# DECLARATION OF COVENANTS / CONDITIONS AND RESTRICTIONS

ADOPTED MARCH 25, 1992

**TROPICAL EAST DEVELOPMENT CORPORATION, INC.**, a FLORIDA corporation, hereinafter called Declarant the owner in fee simple of certain real property located in Saint Lucie County, Florida, known by official plat designation as **TROPICAL EAST**, a Planned Unit Development (**PUD**), as set forth in Plat Book 26, pages 12 and 12A, of the Public Records of Saint Lucie County, Florida.

For the purpose of enhancing and protecting the value, attractiveness and the desirability of the lots or tracts constituting such PUD, Declarant hereby declares that all of the real property described above and each part thereof shall be held, sold and conveyed only subject to the following easements, covenants, conditions and restrictions, which shall constitute the covenants running with the land and shall be binding on all parties having any right, title or interest in the above-described property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

**Amendments and Restatements to the Declaration of Covenants / Conditions and Restrictions will be recorded in the Public Records of Saint Lucie County on an on-going (*as occured*) basis.**

**The complete reprinted Document Updates will be immediately available on the web site and also at the administrative office of Tropical East Homeowners' Association Inc. All the new and completely updated association documents will also be reprinted on the first day of January, of each subsequent year.**

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## ARTICLE I

## DEFINITIONS

1. “**Association**” shall mean and refer to **TROPICAL EAST HOMEOWNER’S ASSOCIATION**, its successors and assigns.
2. “**Common area**” shall mean all real property owned by the association for the common use and enjoyment of the owners. The common area to be owned by the association at the time of conveyance of the first lot is described as follows:
3. “**Declarant**” shall mean **TROPICAL EAST DEVELOPMENT COPORATION, INC.**, its successors & assigns, provided such successors or assigns acquire more than one undeveloped lot from declarant for the purpose of development.
4. “**Lot**” shall mean any plat of land shown on the recorded subdivision map referred to above with the exception of the common area.
5. “**Maintenance**” shall mean the exercise of reasonable care to keep buildings, roads, landscaping, lighting and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden-management practices necessary to promote a healthy, pest and weed-controlled environment for optimum plant growth.
6. “**Member**” shall mean every person or entity who holds membership in the association.
7. “**Mortgage**” shall mean a conventional mortgage or a deed of trust.
8. “**Mortgagee**” shall mean an institutional holder of a conventional mortgage or a beneficiary under or holder of deed of trust.
9. “**Owner**” shall mean the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the subdivision, and shall include contract sellers, but shall not include those holding title merely as security for performance of any obligation.
10. “**Planned Unit Development**” shall mean the real property hereinbefore described, and such addition as thereto, as may be brought within the jurisdiction of the association as hereinafter provided.

## **ARTICLE II**

## **MEMBERSHIP IN ASSOCIATION - VOTING RIGHTS**

**1.** Every owner of a lot shall be a member of the association; membership shall be appurtenant to and may not be separated from ownership of a lot.

**2.** Members of the Association who are in good standing shall be entitled to one vote for each lot owned. When more than one person holds an interest in a given lot, all such persons shall be members and the vote for such lot shall be exercised as they may determine among themselves. In no event shall more than one vote be cast with respect to any lot.

**3.** Suspension of membership rights. No member shall have any vested right, interest and/or privilege in or to the assets, functions, affairs, or franchises of the Association, or any right, interest or privilege which may be transferable, or which shall continue after his/her membership ceases, or while he/she is not in good standing. A member shall be considered “not in good standing” during any period of time in which he/she is delinquent in the payment of any Assessment, or in violation of any provision of this Declaration or of any rules and/or regulations promulgated by the Association. While not in good standing, the member shall not be entitled to vote or exercise any other right or privilege of a member of the Association.

**1. Lien and personal Obligation of Assessments.** Declarant hereby covenants for each lot within the PUD and each owner of a lot is hereby deemed to covenant by acceptance of his/her deed for such lot, whether or not it shall be so expressed in his/her deed, and to pay to the homeowner's association, (1) annual assessments and, (2) special assessments for capital improvements. Such assessments will be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and a continuing lien on each lot against which such an assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees shall also be the personal obligation of the person or persons who owned the lot at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed by them.

**2. Purpose of Annual Assessments.** The annual assessments levied by the association shall be used exclusively to promote the health, safety, welfare and recreation of the residents in the PUD and for the improvement and maintenance of the common areas and of the homes situated within the PUD. Annual assessments shall include, and the association shall acquire and pay for out of the funds derived from annual assessments, the following:

- (a) Maintenance and repair of the common area.
- (b) Water, sewer, garbage, electrical, lighting, telephone, gas, and other necessary utility service for the common area.
- (c) Acquisition of furnishing and equipment for the common area as may be determined by the Association, including without limitation, all equipment, furnishings and personnel necessary or proper for use of the recreational facilities.
- (d) Maintenance and repair of storm drains, sanitary sewers, and private streets within the confines of the PUD. *(Subject to the provisions of the private street maintenance ordinance of the City of Port St. Lucie).*

(e) First insurance covering the full insurable replacement value of the common area with extended coverage.

(f) Liability insurance insuring the association against any and all liability to the public, to any owner, or to the invitees or tenants of any owner arising out of their occupation and/or use of the common area. The policy limits shall be set by the association and shall be reviewed at least annually and increased or decreased at the direction of the association.

(g) Workmen's compensation insurance to the extent necessary to comply with Section 440.38 of the Florida Statutes and any other insurance deemed necessary by the Board of Directors of the Association.

(h) A standard fidelity bond covering all members of the Board of Directors of the Association and all other employees of the association in an amount to be determined by the Board of Directors.

(i) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments which the association is required to secure or pay pursuant to the terms of this declaration or by law, or which shall be necessary or proper in the opinion of the Board of Directors of the association for the operation of the common areas, for the benefit of lot owners, or for the enforcement of these restrictions.

In addition to maintenance of the common area, the association shall provide exterior grounds maintenance on each lot as follows: In the event the need for any maintenance or repair is attributable to the willful or negligent act of the owner of a lot; his/her family, guests or their invitees, the cost of such maintenance or repairs shall be added to, and become part of the assessment to which such lot is subject.

(j) Cost of bulk cable service for the individual lots.

**3. Maximum Annual Assessment.**

- (a) The maximum annual assessment shall be \$792.00 or \$66.00 per month
- (b) From and after January 1 of the year immediately following the conveyance of the first lot by declarant to an owner, the maximum annual assessment may be increased each year, not more than ten percent (10%) above the maximum assessment for the previous year without a majority approval of members in good standing.
- (c) From and after January 1 of the year immediately following the conveyance of the first lot by declarant to an owner, the maximum annual assessment may be increased above ten percent (10%) by the vote or written consent of a majority of members in good standing.
- (d) A minimum of \$6.00 per month per unit or lot from the monthly assessment shall be set aside for the Reserve Fund.
- (e) All charges levied for television services, whether supplied by a private or public firm, will be in addition to other assessments authorized by this declaration.

**4. Special Assessments for Capital Improvements.**

In addition to the annual assessments authorized above, the Association 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 on the common area, including fixtures and personal property related thereto. Any such assessment must be approved by a majority of members in good standing.



**5. Notice and Quorum for Action Authorized Under Sections 3 and 4.**

Written notice of any meeting called for the purpose of taking any action authorized by Section 3 or 4 shall be sent to all members, not less than ten, nor more than forty days in advance of such meeting. In the event the proposed action is favored by a majority of the votes cast at such meeting, but less than the requisite majority of members in good standing, members who were not present in person or by proxy may give their assent in writing within five days after the date of such meeting.

**6. Emergency Special Assessments.**

The Association may levy an emergency special assessment, when in the sole determination of the Board of Directors, there is a potential danger of damage to persons or property. Emergency special assessments may be utilized to pay for preventative, protective or remedial construction, re-construction, improvements, repairs, or replacements. Events justifying the emergency special assessments include, but not limited to; hurricanes, floods, and/or fires. Emergency special assessments shall be collectible in such manner as the Board of Directors shall determine.

**7. Uniform Rate of Assessment.**

Both annual and special assessments must be fixed at a uniform rate for all lots.

**8. Commencement and Collection of Annual Assessments**

The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance 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 shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of the due date thereof and shall fix the dates such amounts become due. Assessments may be made payable monthly. Notice of the annual assessments shall be sent to every owner subject thereto. The Association shall, on demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether assessments against a specific lot have been paid and shall, on or before February 15th of each year, cause to be recorded in the Public Records of St. Lucie County, a list of delinquent assessments as of that date.

**9. Effect of Non-Payment of Assessments: - Remedies of the Association.**

Any assessments not paid within ten (10) days after the due date, shall be deemed in default and shall bear interest from the due date, at the rate of eighteen percent (18%) per annum, or, within the discretion of the Board of Directors, a late fee of \$25.00 per month may also be levied. The Association may bring an action at law against the owner personally obligated to pay the same or may foreclose the lien against the property. In either action, the prevailing party may recover its costs and reasonable attorneys' fees. 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 his/her lot.

**10. Subordination of Assessment Lien to Mortgages.**

The assessment lien provided for herein shall be subordinate to the lien of any institutional first mortgage. A sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof shall extinguish the assessment lien as to payments, which become 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.

1. **Owner's Easements of Enjoyment.** Every owner of a lot shall have a right and easement of enjoyment in and to the common area which shall be appurtenant to and shall pass with the title to such lot, subject to the following rights of the Association:

(a) The right to charge reasonable admission and other fees for the use of any recreational facility situated within the common area.

(b) The right to suspend the right of use of recreational facilities and the voting rights of any owner for periods during which assessments against his/her lot remain unpaid and the right, after hearing by the Board of Directors, to suspend such rights for a period not exceeding 45 days for any infraction of the published rules and regulations of the Association.

2. **Delegation of Use.** Subject to such limitations as may be imposed by the by-laws, each owner may reasonably delegate his/her right of enjoyment in and to the common areas and facilities to the members of his/her family, his/her house guests, and tenants.

3. **Leasing and Rental Information.** Each and every property owners intending to lease his or her property shall give to the Association, notice of such intention in writing, a copy of the Lease, a completed Lease Application, and such further and other information concerning the intended lessee as the Association may reasonably require. All leases shall be in writing and shall be for a term not less than three (3) months. An owner may only lease his or her property twice during any calendar year. Further, all leases of property shall provide that the Lessee shall be subject, in all respects to the terms and provisions of this Declaration and any failure by the Lessee to comply with such terms and provisions shall be a material default and breach of the Lease. An Owner, by leasing his or her property, automatically delegates his or her rights of use and enjoyment of the Common Areas and Facilities to the Lessee, and in so doing, said Owner relinquishes said rights during the term of the lease.

It is the obligation of the Owner(s) to provide Lessee with a copy of all the Homeowners' Association Documents (*Articles of Incorporation, Declarations of Covenants / Conditions and Restrictions By-Laws*) and the Rules and regulations.

## ARTICLE IV

## PROPERTY RIGHTS

These previously mentioned forms are made available from the Association.

All intended Leases require the approval of the Tropical East Homeowners' Association. A Lease Application must be completed by the Owner and the prospective tenant(s) and then submitted to the Board of Directors to initiate the approval process, along with a one hundred dollar (\$100.00) processing fee made payable to Tropical East Homeowners' Association Inc. Upon receipt of the Lease Application and the proposed Lease, the Board of Directors shall have the right to interview the prospective tenant(s) to ensure that the Lessee will comply with the Tropical East Homeowners' Association Documents and the Rules and Regulations. Within ten (10) days of receiving the Lease Application and the Lease, the Tropical East Homeowners' Association shall issue a Certificate indicating that the Tropical East Homeowners' Association Approval of the transaction.

The Tropical East Homeowners' Association shall have the right not to approve any renewal Lease, if the Lessee has been found on the opinion of the Board of Directors to be in violation of any of the covenants and/or restrictions of this Declaration and/or any other Tropical East Homeowners' Association Inc., Document including the Rules and Regulations.

(a) Tenant Parking. Lessee, tenants' vehicles cannot exceed that which can be accommodated within the garage and driveway on any property. Vehicles belonging to the lessee, tenant's guests will be allowed to park at the clubhouse and/or the west parking area on a temporary basis. Parking in the clubhouse parking lot, or west parking lot by lessee, tenants or lessee, tenant's guests, on a permanent basis, is a violation of these documents and such vehicles will be towed.

(b) Sub-leasing. Under no circumstances, shall a lessee or renter, sub-lease the property in which they are renting or leasing.

(c) Partial Leasing. All Lease Agreements entered into and between the Property Owner and the Lessee must be for the entire property. A Property Owner cannot lease and/or rent out a portion of his or her property.

(d) Enforcement. The Association shall have the right to enforce compliance through legal means. Owners failing to correct violations of Article V after due notice by the Tropical East Homeowners' Association Inc., shall be fined in accordance to Article XI, Section 6, of the Declaration of Covenants / Conditions and Restrictions.

(e) Intention. The intent of this section is to impose an affirmative duty on the property Owners to keep the Tropical East Homeowners' Association Inc., fully advised of any changes in occupancy for the purposes of facilitating the management of all the Tropical East Homeowners' Association Inc's, membership records.

**4. Easements of Encroachment**. There shall exist reciprocal appurtenant easements as between adjacent lots and between each lot and any portion or portions of the common area adjacent thereto for any encroachment due to the unreasonable placement, settling, or shifting of the improvements constructed, reconstructed, or altered thereon, provided such construction, reconstruction or alteration is in accordance with the terms of this declaration. Such easement shall exist to a distance of not more than one and one-half feet as measured from any point on the common boundary between adjacent lots and between each lot and any adjacent portion of the common area, along a line perpendicular to such boundary at such point. No easement for encroachment shall exist as to any encroachment occurring due to the willful conduct of an owner.

**5. Other Easements.** Easements for installation and maintenance of utilities and drainage facilities are shown on the recorded PUD plat.

(a) Within these easements, no structure, planting or other material shall be placed and/or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction of flow of the drainage facilities in the easements. The easement area of each lot and all improvements therein shall be continuously maintained by the owner of such lot, except for improvements for maintenance of which a public authority or utility company is responsible.

(b) No dwelling unit or other structure of any kind shall be built, erected or maintained on any such easement, reservation or right-of-way and such easements, reservations and rights-of-way shall at all times be open and accessible to public and quasi-public utility corporations, their employees and contractors and shall also be open and accessible to declarant, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, and under and above such locations to carry out any of the purposes for which such easements, reservations, and right-of-way are reserved.

**6. Right of Entry.** The Association, through its duly authorized employees and contractors, shall have the right after reasonable notice to the owner thereof, to enter any lot outside the unit any reasonable hour on any day to perform such maintenance as may be authorized herein. In the event that any owner shall fail or refuse to maintain his/her residence, lot or other improvements situated on such lot in full compliance with the provision of this Declaration, then after notice from the Association as to defective condition and a demand to cure, the Tropical East Homeowners Association shall have the right to take remedial action to correct such deficiencies.

**7. No Partition.** There shall be no judicial partition of the common area nor shall declarant or any owner, or any other person acquiring any interest in the subdivision, or part thereof, seek judicial partition thereof. However, nothing contained herein this document shall be construed to prevent judicial partition of any lot owned in co-tenancy.

**8. Sale Information.** Not less than twenty (20) days prior to the date of any closing of the sale, an Owner shall notify the Tropical East Homeowners' Association Inc., in writing of his or her intention to sell the property, shall furnish with such notification, a copy of the Contract of Purchase and Sale, and a completed Resale Application.

A Resale Application must be completed by the owner and the prospective purchaser(s), along with a one hundred dollar (\$100.00) processing fee made payable to Tropical East Homeowners' Association Inc. Upon the receipt of the Resale Application and the executed Contract for Purchase and Sale, the Board of Directors shall have the right to interview the purchaser(s) to ensure that the purchaser(s) will comply with the Homeowners Association Documents and the Rules and Regulations.

Within ten (10) days of receiving the Resale Application and the Contract for Purchase and Sale, the Tropical East Homeowners' Association Inc. shall issue a Certificate indicating the Tropical East Homeowners' Association Inc's. approval of the transaction.

The intent of this section is to impose an affirmative duty on the Owners to keep the Tropical East Homeowners' Association Inc. fully advised of any change in ownership for the purposes of facilitating the management of the Tropical East Homeowners' Association Inc. membership administrative records.

*The subdivision shall be occupied and used only as follows:*

1. Each unit shall be used as a residence for a single family and for no other purpose. Subsequent to the effective date of the Amendments and restatement and to the Declaration of Covenants / Conditions and Restrictions recorded on September 23, 2004 in Official Records Book 2066, Page 114 of Saint Lucie County, Florida, no owner may acquire fee simple title to more than one (1) lot. Furthermore, an Owner shall not rent or lease his or her property until he or she has owned the property for a period of at least fourteen (14) calendar months. For the purposes of this section, the property (unit) that has been legally inherited shall be viewed as continuously owned.
  
2. No business shall be conducted in or on any residence property with the exception of the business of the declarant and the transferees of declarant in developing all of the lots as provided in Section 11, below, that would increase traffic, bring customers, or potential customers/clients onto association property and/or into the home.
  
3. No noxious or offensive activity shall be carried on or in any lot with the exception of the business of declarant and the transferees of declarant in developing all of the lots as provided in Section 11 below.
  
4. No sign of any kind shall be displayed to public view anywhere on any lot or any other improvement thereon or the common area, without the prior written consent of the Association except customary name and address signs, or specific signage as adopted by the Board of Directors of the Association.
  
5. Nothing shall be done or kept on a lot or on the common area which would increase the rate of insurance relating thereto without the prior written consent of the Association and no owner shall permit anything to be done or kept on his/her lot or the common area which would result in the cancellation of insurance on any residence or on any part of the common area or which would be in violation of any law.



## ARTICLE V

## USE RESTRICTIONS

6. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot or on the common area. However, dogs, cats, and other household pets may be kept on lots subject to such rules and regulations as may be adopted by the Association, so long as they are not kept, bred or maintained for commercial purposes.

7. No rubbish, trash, garbage or other waste material shall be kept or permitted on any lot or on the common area except in sanitary containers located in appropriate areas concealed from public view. Laundry shall not be permitted to be strung out for drying anywhere within the Tropical East Homeowners' Association Inc., subdivision.

8. No fence, hedge, wall or other dividing instrumentality shall be constructed or maintained on any lot, except that the Declarant and the transferees of the Declarant may construct fences in accordance with existing architectural plans.

9. No outbuilding, basement, tent, shack, garage, trailer, shed, or any temporary building of any kind shall be used as a residence for any further or other purpose either temporarily or permanently.

10. No owner of a lot shall park, store, or keep any vehicle except wholly within the parking space designated therefore, and no owner shall park, store or keep any truck, commercial work van, camper, boat trailer or aircraft and/or any vehicle other than a private passenger vehicle, including SUV's, and family mini vans, on any uncovered parking space including driveways, in the Tropical East Homeowners' Association Inc., Planned Unit Development. Furthermore, in no event shall any truck larger than a half (1/2) ton pickup be parked, stored or kept in any parking space.

No owner of a lot shall repair or restore any truck, commercial work van, camper, motorcycle, boat trailer, private passenger vehicle, including SUV's, and family mini vans, aircraft or any other vehicle on any portion of any lot or on the common area, except for emergency repairs and then only to the extent necessary to enable movement thereof to a proper repair facility.

## ARTICLE V

## USE RESTRICTIONS

No owner shall park a vehicle on his/her driveway in such a manner that the vehicle extends into the street. No owner shall park or store a vehicle on the clubhouse parking lot or on the west parking lot on a permanent basis.

Subsequent to the effective date of this amendment, no motorcycles owned by the homeowner(s) and/or Lessee(s) shall be allowed within the Tropical East Homeowners' Association Inc., Planned Unit Development, except that Owners who have owned motorcycles prior to the effective date of this amendment shall be allowed to keep his or her motorcycle. However, he or she shall not park, store or keep the motorcycle on any uncovered space.

(a) For purposes of this section, a motorcycle shall mean any motor vehicle powered by a motor with a displacement of more than fifty (50) cubic centimeters, having a seat and/or saddle for the use of the rider, and designed to travel on not more than three (3) wheels in contact with the ground, but excluding a tractor or a moped, and which requires a special motorcycle license.

**11.** Television antennas and satellite dishes are allowed on any lot with conformation to the specifications and placement of such items, as defined by the Board of Directors as well as in accordance with FCC requirements.

**12.** Nothing shall be altered in, constructed on, or removed from, the common area, except on the written consent of the Association.

**13.** Only four (4) persons or less, except for limited term guests, may reside in a unit.

**14: Pets:**

Except as provided under the Rules and Regulations promulgated by the Board of Directors from time to time, no Owner shall own, raise or breed any pet or other animal of any kind on the Property, except that Owners may own typical interior pets such as fish, turtles, etc. that do not live outside of their containment, and except that typical household pets may be owned within an Owner's Residence, provided they shall never own more than two (2) cats or one (1) dog limited to twenty five (25) pounds, within an Owner's Residence, and provided that the animals are not kept, bred and/or maintained for any commercial purposes, and that they do not cause any unreasonable nuisance and/or annoyance to any other homeowner within the Tropical East subdivision.

***However, under no circumstances may any breed of dog that is commonly known as a Pit Bull, Rottweiler, Rhodesian Ridgeback (aka African Lion Hound) or a Doberman Pinscher be permitted on any area of the Tropical East Homeowners Association Inc property. Under no circumstances shall any pet birds that are capable of uttering sounds be allowed outside of any home. Exotic or undomesticated animals are not permitted.***

The Board of Directors shall have the right to require any pet to be removed from the Property which is deemed to cause an unreasonable source of annoyance to any Owner. In this regard, if a dog, cat or any other animal, becomes a nuisance or annoyance to any other Owner by barking, other noise, odors, waste deposits, contact with other pets on adjacent lots, or otherwise, the Owner thereof must cause the problem to be immediately corrected. If the problem is not so immediately corrected, in the sole discretion of the Board of Directors, the Owner, upon written notice by the Board of Directors, shall fine the owner, fifty (50) dollars. If the owner and/or lessee continues to violate the provisions of this section, then the Board of Directors shall have the right to require the pet owner to permanently remove the pet from the Property.

All pets must be carried or kept on a leash when outside the Residence. No animal and/or pet shall be left alone or tied up, outside a Residence.

No pets are allowed upon recreational amenities within the Common Property. (clubhouse/ pool area). Owners shall immediately pick-up and remove any solid waste deposited by his/her pet.

***\* Seeing Eye Dogs owned by the legally blind are permitted in all areas at all times \****

## ARTICLE VI

## OWNERS' OBLIGATION TO REPAIR

1. Each owner shall, at his/her sole cost and expense, repair his/her residence, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear which shall nonetheless be corrected and remedied at reasonable intervals.

2. Maintenance, Improvement, and Repair by Association.

Lot owners shall maintain their residences and all other improvements, including, without limitation, walls, fences, screen enclosures, driveways, and accessory structures, in good appearance and safe condition, and the repair of any damage, deterioration or evidence of wear and tear on the exterior of any building shall be made promptly.

In the event that any owner shall fail or refuse to maintain his/her residence, lot, or other improvements situated on said lot, in full compliance with the provisions of this Declaration, the Homeowners Association shall have the right to take remedial action to correct any such deficiencies. Such right shall include the right of reasonable access to the outside premises only, and any such entry by the Homeowners Association or its duly authorized agents shall not be deemed to be a trespass.

The expense of any such repairs or maintenance effected by the Tropical East Homeowners Association shall be chargeable to, and be paid by, said owner to said Association within thirty (30) days after submission of a bill therefore.

If any such bill is not paid when due, a late charge of 10 percent (10%) shall be added to the bill, and interest shall accrue thereon, from the due date until paid at the maximum rate for individuals permitted by law.

## **ARTICLE VII**

## **OWNERS' OBLIGATION TO REBUILD**

If all or any portion of a residence is damaged or destroyed by fire and/or any other casualty, it shall be the duty of the owner thereof, with due diligence, to rebuild, repair or reconstruct such residence (unit), in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within one (1) month after the damage occurs unless prevented by causes beyond the control of the owner or owners.

## **ARTICLE VIII**

## **PARTY WALLS**

1. Each wall build as a part of the original construction of the homes within the subdivision and placed on the dividing line, between the lots shall constitute a party wall and to the extent not inconsistent with the provisions of this article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

2. The cost of reasonable repair and maintenance of a party wall shall be shared by all the owners who make use of the wall in proportion to such use.

3. If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration in proportion to such use. This right of contribution shall be without prejudice to any right to call for a larger contribution, under any rule of law regarding liability for negligent or willful acts of omissions

4. Notwithstanding any other provisions in this article, an owner who, by his/her negligent or willful acts causes a party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

5. The right of any owner to contribution from any other owner under this article shall run with the land and shall pass to such owner's successors in title.

6. In the event of any dispute arising concerning a party wall, such dispute shall then be submitted to arbitration. Each party shall choose one arbitrator, and such arbitrators choose one additional arbitrator. The decision of a majority of all the arbitrators shall bind the parties.

## **ARTICLE IX**

## **ANNEXATION OF ADDITIONAL PROPERTY**

Additional residential property and common area may be annexed to the subdivision with the consent of the majority of the members of the Tropical East Homeowners' Association Inc.

## ARTICLE X

## ARCHITECTURAL CONTROL

1. Board of Directors of the Tropical East Homeowners' Association Inc., shall appoint a committee to be known as the Architectural Committee. Such committee shall consist of three (3) or more members of the Association or non-member professionals who shall serve at the pleasure of the Board of Directors.

2. No owner shall make any structural alteration, or shall undertake any exterior repainting or repair of, or addition to, his/her residence which would substantially alter the exterior appearance thereof, including the removal of palm trees, without the prior written approval of the plans and specifications therefore and submitted to the Board of Directors. The Board of Directors may decide on their own, or, at their discretion, may assign the request to the Architectural Committee for further study and review. After its review, the Architectural Committee shall record its findings and present its comments to the Board of Directors. The Board of Directors shall grant its approval if the proposed work or modification would not substantially alter the exterior appearance thereof, and/or, could benefit and enhance the entire subdivision in a manner generally consistent with the plan of the development thereof.

3. No building, fence, wall or other structure shall be erected or maintained on any lot within the subdivision, nor shall any exterior addition, including television antennas, satellite dishes, clotheslines, or any other external attachments be made, until the plans and specifications showing the nature, kind, shape, height, materials, colors, and locations of the same, have been submitted in writing to the Board of Directors as to the harmony of external design and location in relation to surrounding structures and topography. The removal of the original Palm Trees planted in harmony with relation to the topography in the Tropical East community is not permitted without the unanimous approval by the Board of Directors. The Board of Directors at their discretion, may assign the request to the Architectural Committee for further study and review. After its review, the Architectural Committee shall record its findings and present its comments to the Board of Directors.



## ARTICLE X

## ARCHITECTURAL CONTROL

4. Any owner who has suffered damage to his/her the residence by reason of fire or any other casualty may apply to the Board of Directors for reconstruction, rebuilding, or repair of his/her residence, in a manner which will provide for an exterior appearance and design different from that which existed prior to the date of the casualty. Application for such approval shall be made in writing together with full and complete plans, specifications, working drawings, and elevations showing the proposed reconstruction and the end result thereof. The Board of Directors may decide on their own, or, at their discretion, may assign the request to the Architectural Committee for further study and review. After its review, the Architectural Committee shall record its findings and present its comments to the Board of Directors. The Board of Directors shall grant its approval if the design proposed by the owner would result in a finished residence of exterior design that was harmonious with the other residences in the subdivision.

5. Whenever in this article approval of the Board of Directors is required, such approval shall be in writing. The Board of Directors at their discretion, may assign the request to the Architectural Committee for further study and review. If assigned by the Board, and after its review, the Architectural Committee shall record its findings and present its comments to the Board of Directors within five (5) business days.

The Board of Directors will give the final approval or disapproval to the homeowner within five (5) business days after transmittal to the Board. In the event the Board of Directors fails to approve or disapprove within ten (10) business days after initial receipt of a request to do so, approval will be deemed to have been given and compliance with the terms of this article conclusively presumed.

If, in any situation, the Architectural Committee and/or the Board of Directors, for whatever reason, cannot comply and/or review the request within the aforementioned time frame, the Board of Directors may inform the homeowner in writing that an additional five (5) business days will be extended to the response time. Failure to inform the homeowner in writing within ten (10) business days of an extension grant, approval will be deemed to have been given and compliance with the terms of this article conclusively presumed.

1. **Enforcement.** Declarant, the Association or any owner shall have the right to enforce, by any proceeding at law, or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges now or hereafter imposed by the provisions of this declaration. Failure to declarant, 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 the event an owner of any lot in the subdivision fails to maintain the premises and improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds vote of the Board of Directors, shall have the right through its agents, employees and contractors, to enter any such lot outside the residence and to repair, maintain and restore the lot, and the exterior of all buildings and other improvements thereon. The cost of such repair, maintenance and/or restoration, shall be added to, and become a part of the assessment to which such lot is subject.

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.

3. **Amendments.** Covenants and Restrictions of this Declaration may be amended by not less than a majority of the members of Tropical East Homeowners Association Inc. Amendments may be proposed and considered by the membership at regular or special meetings. Members not present at the meeting may indicate their approval in writing.

Any amendment approved by the members shall be evidenced by a certificate of the Tropical East Homeowners Association Inc., which shall be recorded in the public records of St. Lucie County, State of Florida.

**4. Subordination.** No breach of any of the conditions herein contained or re-entry by reason of such breach shall defeat or render void the lien of any mortgage made in good faith and for value as to the subdivision or any lot therein; provided, however, that such conditions shall be binding on any owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

**5. Duration.** The covenants and restrictions of this declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association or any member thereof for a period of fifteen (15) years from the date hereof. Thereafter, they shall be automatically extended for additional periods of ten (10) years unless otherwise agreed to in writing by the then owners of at least three quarters of the subdivision lots.

**6. Penalties.** Violation of the Covenants will result in levying a fine not to exceed \$100.00. Should the violation continue, the Board of Directors may seek legal recourse, the cost of which will be added to the assessment due against said property. The Association may also foreclose the lien against said property. Interest, costs, and reasonable attorney fees of such action shall be added to the amount of any assessment due.

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# Tropical East Homeowners' Association

Fax - (772) 335-3654

Tel - (772) 335-3611

## DOCUMENT ORDER FORM

We would like to order additional copies of the following  
**Tropical East Homeowners' Association Documents.**

~ Please **PRINT** All The Information ~

<b>PROPERTY OWNER</b>	
Name: _____	Dated: _____
Address: _____ Tropical East Circle, Port Saint Lucie, Florida 34952, (    ) _____	

QUANTITY ORDERED	DOCUMENT NUMBER	NAME OF DOCUMENT	UNIT COST	TOTAL COST
	CAK-0412-2	DECLARATIONS OF COVENANTS / CONDITIONS	\$ 10.00	
	CAK-0512-1	ARTICLES OF INCORPORATION	\$ 5.00	
	CAK-0612-2	BY - LAWS	\$ 5.00	
	CAK-0712-3	RULES AND REGULATIONS	\$ 10.00	
	CAK-0312-4	TELEPHONE DIRECTORY	\$ 3.00	
Check Here _____ if you wish to have these documents mailed to you, and please add			\$ 4.95	
Please enclose payment for.....			<b>TOTAL COST</b>	

NAME: \_\_\_\_\_

Mail Documents to: ADDRESS: \_\_\_\_\_

This Address CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

CAK 05.12.04

2745 Tropical East Circle ~ Port Saint Lucie ~ Florida 34952-7236

# *Tropical East Homeowners' Association Inc.*



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