

HARBOR BEACH

PROPERTY HOMEOWNERS ASSOCIATION, INC.

Below please find documentation for the restoration of the Harbor Beach Property Homeowner's Association, Inc.'s covenants. We want to thank and greatly appreciate the many residents who offered their valuable feedback for inclusion in the final version. As you know, when the Harbor Beach Subdivisions were first formed, Declarations of Restrictive Covenants were created and recorded on the title of each property. These covenants allowed dues to be collected by HBPHOA for maintenance of common areas and funding for security. These covenants were required by law to be re-recorded in the public records, every thirty years. That failed to happen in the early 1990's.

For the Harbor Beach Property Homeowner's Association Inc. to be able to collect the fees called out in the covenants, the covenants need to be revived. The restoration of our covenants will enable us to secure Harbor Beach with 24/7 security, make necessary neighborhood improvements and keep Harbor Beach as Fort Lauderdale's premiere neighborhood. In the last 90 days alone, we have had two break-ins, six cars stolen, and various other minor offenses committed. This is a growing trend, and we need to protect each other and our community.

Currently HBPHOA dues and Security fees total \$3,175. Post covenant revival ANY changes to fees must be voted upon and approved by the HBPHOA general membership.

The provisions for the restored covenants are solely as follows:

- 1. SINGLE RESIDENCE EXCLUSIVELY:** Restricts building to one detached single dwelling (with usual outbuildings, i.e., garage); no outbuilding is to be occupied for residential purposes (except by domestic servants).
- 2. ASSOCIATION:** Reiterates the historical transfer of powers to the Harbor Beach Property Homeowners Association from the original developer's Committee.
- 3. REMEDIES FOR VIOLATIONS – INVALIDATIONS:** Grants right of enforcement.
- 4. MAINTENANCE ASSESSMENTS:** Each lot is subject to an annual assessment; may be adjusted from year to year not to exceed the sum equal to one and one-half mills per square foot. Assessments may be terminated and extinguished at any time by written instrument signed by owners of two-thirds of the lots.
- 5. DURATION OF RESTRICTIONS:** Sets the date of the covenant's expiration for thirty (30) years.

Please review the amended covenant attached as Ex. 2; execute the consent document attached as Ex. 3; and return your consent in the postage paid envelope to:

Rupp and Associates, Inc.
1322 SE 17th Street
Fort Lauderdale, Florida 33316

Restoring our covenants will enable us as neighbors to keep our homes and families safe and property values growing! If you have questions please do not hesitate to contact me at President@harborbeach.org or 954.401.2007

Annette Ross, President
Harbor Beach Property HOA
Cc: Committee