

This Instrument Prepared by:
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CERTIFICATE OF RECORDING
INTEGRATED AND RESTATED DECLARATION OF COVENANTS AND
RESTRICTIONS FOR LAKES AT BOCA RATON HOMEOWNERS ASSOCIATION,
INC., AND INTEGRATED AND RESTATED ARTICLES OF INCORPORATION FOR
LAKES AT BOCA RATON HOMEOWNERS ASSOCIATION, INC; AND
INTEGRATED AND RESTATED BY-LAWS OF LAKES AT BOCA RATON
HOMEOWNERS ASSOCIATION, INC.

WHEREAS, LAKES AT BOCA RATON HOMEOWNERS ASSOCIATION, INC. is the Florida not-for-profit corporation required by the provisions of Florida Statutes §720 (the "Association"), to operate and maintain the Association according to the Declaration of Covenants, Conditions, Restrictions for Lakes at Boca Raton Homeowners Association, as recorded in Official Records Book 4462 at Page 335 of the Public Records of Palm Beach County, Florida as same has been amended by the Amended and Restated Declaration of Covenants, Condition and Restrictions for Lakes at Boca Raton, as recorded in Official Records Book 20817 at Page 0443 of the Public Records of Palm Beach County, Florida; the Amendment to the Amended By-laws of Lakes at Boca Raton, as recorded in Official Records Book 21146 at Page 1296 of the Public Records of Palm Beach County, Florida; the Amendment to the Amended Article of Incorporation of Lakes at Boca Raton, as recorded in Official Records Book 21146 at Page 1304 of the Public Records of Palm Beach County, Florida; the Amendment to the Amended and Restated Declaration of Covenants for Lakes at Boca Raton, as recorded in Official Records Book 23219 at Page 566 of the Public Records of Palm Beach County, Florida; the Amendment to the Amended and Restated Declaration of Covenants for Lakes at Boca Raton, as recorded in Official Records Book 23884 at Page 635 of the Public Records of Palm Beach County; the Amendment to the Amended and Restated Declaration of Covenants for Lakes at Boca Raton, as recorded in Official Records Book 24019 at Page 300 of the Public Records of Palm Beach County; the Amendment to the Amended and Restated Declaration of Covenants for Lakes at Boca Raton, as recorded in Official Records Book 24518 at Page 1601 of the Public Records of Palm Beach County; the Amendment to the Amended and Restated Articles of Incorporation of Lakes at Boca Raton, as recorded in Official Records Book 24937 at Page 1544 of the Public Records of Palm Beach County, Florida; the Amendment to the Bylaws of Lakes at Boca Raton, as recorded in Official Records Book 24937 at Page 1548 of the Public Records of Palm Beach County, Florida; and the Amendment to the Amended and Restated Declaration of Covenants for Lakes at Boca Raton, as recorded in Official Records Book 26065 at Page 922 of the Public Records of Palm Beach County; and

WHEREAS, the Association is required by §720.303(4), Florida Statutes to maintain copies of the Declaration of Covenants and Restrictions, Articles of Incorporation, By-Laws and amendments to these Documents (the “Governing Documents”), as recorded in the Palm Beach County Public Records, as part of the Association’s Official Records; and

WHEREAS, the Association has created Integrated and Restated Documents, including an Integrated and Restated Declaration of Covenants and Restrictions, Integrated and Restated Articles of Incorporation, and Integrated and Restated By-Laws (the “Restated Documents”), which contain all current provisions of the Governing Documents, and is desirous of providing the Restated Documents to any owner or prospective owner who requests a set of the Governing Documents; and

WHEREAS, the Restated Documents accurately reflect all amendments and revisions to the Governing Documents which were duly adopted in accordance with the applicable provisions of that particular Document, and which are currently of record in the Palm Beach Public Records; and

WHEREAS, the Restated Documents do not contain any new amendment language, and do not contain any change to language which is currently of record in the Palm Beach County Public Records; and

WHEREAS, the Association is desirous of recording the Restated Documents in order to have the most up to date language available in an easy to read format for prospective and current owners, and in order for the Restated Documents to constitute Official Records in accordance with §720.303(4), Florida Statutes; and

WHEREAS, the Association’s Board of Directors has approved with all requisite action the creation and recording of the Restated Documents at a duly called meeting conducted in accordance with the provisions of the Association’s Governing Documents and Florida Statutes.

NOW THEREFORE, the Association submits the attached Integrated and Restated Declaration of Covenants and Restrictions, Integrated and Restated Articles of Incorporation, and Integrated and Restated By-Laws for recording in the Palm Beach County Public Records.

The attached documents accurately represent the current, recorded Governing Documents of the Association and reference to previously recorded Documents and amendments thereto is not required to obtain the accurate text.

SIGNATURES APPEAR ON FOLLOWING PAGE

INTEGRATED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LAKES AT BOCA RATON

WHEREAS, the Association is the homeowners association operating the real property in Palm Beach County, Florida, which is more particularly described as:

(SEE EXHIBIT "A" ATTACHED)

NOW, THEREFORE, the Association hereby declares 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 inure to the benefit of each Parcel Owner thereof.

ARTICLE 1 Definitions

Section 1. "Association" means and refers to LAKES AT BOCA RATON HOMEOWNERS ASSOCIATION, INC., a Florida corporation responsible for the operation of the community in which the voting membership is made up of Parcel Owners and in which membership is a mandatory condition of Parcel Ownership, and which is authorized to impose Assessments that, if unpaid, may become a lien on the Parcel.

Section 2. "Owner" or "Member" means and refers to the record title owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Community.

Section 3. "Community" means the real property described in EXHIBIT A that is or will be subject to a recorded Declaration of Covenants.

Section 4. "Common Area" means all real property within the Community which is owned or leased by the Association or dedicated for use or maintenance by the Association or its Members, regardless of whether title has been conveyed by the Association, including:

- (a) Real property, the use of which is dedicated to the Association or its Members by a recorded plat; or
- (b) Real property committed by a Declaration of Covenants to be leased or conveyed to the Association.

Section 5. "Parcel" means a platted or unplatted Parcel, tract, unit, lot, or other subdivision of real property within the Community, as described in a Declaration of Covenants, which is capable of separate conveyance, and of which the Parcel Owner is obligated:

(a) By the Governing Documents to be a Member of the Association that serves the Community; and

(b) To pay the Association Assessments that, if not paid, may result in a lien.

Section 6. "Voting Interest" means the voting rights distributed to the Members of the Association, pursuant to the Governing Documents.

Section 7. "Quorum" as used in this Declaration of Covenants means 30 percent of Voting Interest.

Section 8. "Assessment" means a sum or sums of money payable to the Association by an Owner of one or more Parcels as authorized in the Governing Documents which, if not paid by the Owner, can result in a lien against the Owner's Parcel or Parcels, including Annual Assessments, Special Assessments, and Individual Special Assessments as provided in Article IV of this Declaration.

Section 9. "Declaration of Covenants" or "Declaration" means this recorded written instrument.

Section 10. "Governing Documents" means this Declaration, including exhibits thereto, the Articles of Incorporation, Bylaws, and Rules and Regulations of the Association, and all duly adopted amendments thereto.

Section 11. "Rules and Regulations" means the Rules and Regulations governing the Parcels and the use and enjoyment of the Common Area adopted by the Association's Board of Directors in accordance with this Declaration.

Section 12. "Sub-Association" means any homeowners association formed and existing pursuant to Chapter 617 and 720, Florida Statutes, which is formed to operate and maintain the separate platted subdivisions of Parcels in the Community.

Section 13. "ACC" means the Architectural Control Committee, the members of which shall be appointed by the Association's Board of Directors.

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 which shall be appurtenant to and shall pass with the title to every Parcel subject to the following provisions:

(a) the right of the Association or Sub-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 or Sub-Association to suspend the voting rights and right to use the Common Area facilities by an Owner for any period during which any

Assessment against the Owner's Parcel remains unpaid; and for a period not to exceed 60 days for any infraction of this Declaration or the published Rules and Regulations;

(c) the right of the Association or Sub-Association to dedicate or transfer all or any part of the Common Area to any private entity, 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 there has been a vote of two-thirds (2/3) of Members present in person or by proxy at a duly noticed meeting of Members at which a Quorum has been obtained;

(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 Community, and the Articles of Incorporation and Bylaws of the Association;

(f) Rules and Regulations governing the Parcels and the use and enjoyment of the Common Area adopted by the Association's Board of Directors in accordance with this Declaration;

(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 Community.

Section 2. Use of Parcel.

Use of Parcels shall be limited to residential purposes, except as set forth in Article VI, Section 2 thereof.

Section 3. Delegation of Use.

Any Owner may delegate, in accordance with the Bylaws, the right of enjoyment to the Common Area and its facilities to family members, tenants, guests and invitees.

ARTICLE III

Membership and Voting Rights in the Association

Section 1. Association Membership.

Every Owner shall be a Member of the Association, and also of a Sub-Association appropriate to that Owner's Parcel. Membership shall be appurtenant to and may not be separated from ownership of any Parcel which is subject to an Assessment.

Section 2. One Member per Parcel.

The Association shall have one class of voting membership, which shall be the Owner of each Parcel and shall be entitled to one vote for each Parcel owned. When more than one person is a record title owner of any Parcel, all such persons shall be Members. The vote for such Parcel shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any single Parcel.

Section 3. Board Member Eligibility.

Any Member is eligible to be elected or appointed to the Association's Board of

Directors subject to the restrictions and limitations on eligibility for Board membership as set forth in Chapter 720 of the Florida Statutes, as same may be amended from time to time.

ARTICLE IV Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments.

Each Owner of any Parcel, by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay the Association (1) Annual Assessments, and (2) Special Assessments, and (3) Individual Special Assessments; all such Assessments to be established and collected as herein provided. Assessments not paid within 30 days after the due date shall bear interest from the due date at the rate of one and one-half (1.5) percent per month, a late fee as provided for in this Declaration, and costs and reasonable attorney fees associated with collection, all of which shall be a charge on the land and shall be a continuing lien subject to foreclosure upon the Parcel 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 Palm Beach County, Florida. Each such Assessment, together with interest, late fees, costs and reasonable attorney fees, shall also be the personal obligation of the person who was the Owner of such **Parcel** at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall not pass to successors in title unless expressly assumed by them. The Association's Board of Directors shall have the right to waive accrued interest and late fees.

Section 2. Purpose of Assessments.

The Assessments levied by the Association may be used to promote the interest, recreation, health, safety and welfare of the Members and residents in the Community and for 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, the cost and fees for the provision of cable television service to all Members pursuant to a bulk contract, security services, 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 Parcels and may be collected monthly, quarterly, or annually, as determined from time to time by the Association's Board of Directors.

Section 4. Maximum Annual Assessment.

From and after January 1, 2006, the maximum Annual Assessment of the Association may be increased each year not more than 20 percent above the Annual Assessment for the previous year. The maximum Annual Assessment may be increased above 20 percent by a vote of two-thirds (2/3) of the Members present in person or by proxy at a duly noticed meeting of the Members at which a Quorum has been attained.

Section 5. Special Assessments.

In addition to Annual Assessments authorized above, the Association's Board of Directors may levy a Special Assessment for costs and expenses related to a natural disaster or storm not to

exceed an amount equal to the Annual Assessment for one quarter per event, but excluding the portion of the Annual Assessment charged for Cable TV service. All other Special Assessments shall require a vote of two-thirds (2/3) of the Members present in person or by proxy at a duly noticed Members meeting at which a Quorum has been attained.

Section 6. Notice for any Action Authorized Under Section 4 and 5.

Written notice of any meeting called for the purpose of taking any action authorized under Section 4 or 5 shall be provided to all Members of the Association as required by Florida law, and shall set forth the purpose of the meeting.

Section 7. Date of Commencement of Annual Assessments; Due Date of Annual Assessments.

The Association's Board of Directors shall fix the amount of the Annual Assessment against each Parcel at least 30 days in advance of each Annual Assessment period, or as otherwise determined by the Board. Written notice of the Annual Assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an Officer of the Association setting forth whether the Assessment on a Parcel is due and payable or has been fully paid. Said certificate shall be binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association.

Any Assessment not paid within 30 days after the due date shall bear interest from the due date at a rate of one and one-half (1.5) percent per month, plus reasonable attorney fees and costs and a uniform late fee as established by the Association's Board of Directors from time to time. The Association may bring an action at law against an Owner personally obligated to pay same, foreclose the lien against the Parcel, or both. 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 a Parcel. In any action to enforce any Assessment made hereunder, regardless of whether a lawsuit is filed, the Association shall be entitled to recover its attorney fees and costs incurred prior to suit, as well as in litigation, appeal and any arbitration, bankruptcy or administrative proceedings.

Section 9. Subordination of the Lien to Mortgages.

The lien for any Assessment provided for herein shall be subordinate to the lien of any bona fide first mortgagee. Sale or transfer of any Parcel shall not affect the Assessment lien. However, the sale or transfer of any Parcel pursuant to the foreclosure of a first mortgage by a bona fide first mortgagee 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 Parcel from liability for any Assessments thereafter becoming due or from the lien thereof.

Section 10. Individual Special Assessments.

In the event an Owner of any Parcel shall fail to maintain said Parcel and the improvements situated thereon in a manner satisfactory to the Association's Board of Directors, the Association, after reasonable notice to the Owner, shall have the right, through its agents and employees, to enter upon the Parcel at reasonable hours on any day except Saturday or Sunday and to repair, clear, trim, maintain and restore the Parcel and the exterior of the building and any other improvements erected thereon. The cost of all such work shall become an Individual Special Assessment to which such Parcel is subject, which shall be due and payable 30 days from the date

said Individual Special Assessment is made, and shall be collectible by the Association in the same fashion as any other Assessment provided for in this Declaration, including, but not limited to, the Association's ability to record a lien and to foreclose such lien.

ARTICLE V
Architectural Control

Section 1. Architectural Control Committee (ACC).

(a) No building, fence, wall or other structure of any kind shall be commenced, erected, placed or maintained upon the Parcels, 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 same shall have been submitted to the Association, acting by and through the ACC, which shall approve in writing as to harmony of external design and location in relation to surrounding structures and topography. Representatives of the ACC shall be appointed by the Association's Board of Directors, shall serve at the pleasure of the Board, and may be removed at any time, with or without cause, as the Board determines in its sole discretion.

(b) Notwithstanding anything contained herein to the contrary, the Association's Board of Directors and the ACC shall merely have the right, but not the duty, to exercise architectural control, and shall not be liable to any Owner due to the exercise or non-exercise of such control, or the approval or disapproval of any improvement. Furthermore, the approval of any plans or specifications of any improvement shall not be deemed to be a determination or warranty that such plans or specifications are complete or do not contain defects, or in fact meet any standards, guidelines and/or criteria of the Association, or are in fact architecturally or aesthetically appropriate, or comply with any applicable governmental requirements, and the Association shall not be liable for any defect or deficiency in such plans or specifications, or any injury resulting therefrom.

Section 2. Time Limit to Approve or Disapprove.

In the event the Association's Board of Directors, or the ACC, fails to approve or disapprove in writing such design and/or location within 60 days after plans and specifications 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, garage, outbuilding, structure of appurtenance of any kind, including additions or alterations thereto, shall be erected, placed or maintained on the Parcels 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 specifications required herein as approved by the Association's Board of Directors.

Section 2. Business Use of Home.

A business may be operated in a home provided that such use complies with all local municipal ordinances and zoning restrictions, and complies with all of the following conditions:

- (a) The business may be operated only by its residents. Other than the Parcel Owner, no additional employees or independent contractors shall be permitted in the home for more than four (4) hours total daily.
- (b) Storage of material and/or equipment, signs and/or advertising displays, commercialized motor vehicles or any other indications of use for business purposes shall not be visible from outside the home.
- (c) The home business does not exceed 20 percent of the total living area of the home within which it is located.

In any event, and notwithstanding the foregoing, the following types of home businesses are prohibited:

- (a) Any business which poses a health or safety hazard to the residents of the Community, as determined in the sole discretion of the Association's Board of Directors.
- (b) Any business which produces noise or generates fumes that are detectable outside the home or can result in an explosion, as determined in the sole discretion of the Association's Board of Directors.
- (c) Animal breeding, boarding or grooming.
- (d) Any health practice that generates patient traffic.
- (e) Any retail business that generates customer traffic.
- (f) Any unlicensed day care business and any licensed day care business for more than five (5) children.

Section 3. Single Family Residential Use.

Except as provided elsewhere in this Declaration, no building or structure shall be erected, altered, placed or permitted to remain on any Parcel other than one (1) single family residential dwelling. Residential Dwellings in the Association shall be used only as Single Family Residences. "Single Family" means one natural person, a group of two or more natural persons who customarily reside together as a Single Family housekeeping unit, each of whom is related to each of the others by blood, marriage or adoption, or not more than two persons not so related, who customarily reside together as a single housekeeping unit.

Section 4. Subdivision.

No Parcel shall be subdivided or split by any means whatsoever into any greater number of residential parcels nor into any residential parcels of smaller size.

Section 5. Occupancy Before Completion.

No building or structure upon the Parcels 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 the terms and provisions of this Declaration.

Section 6. Maintenance and Repair.

All dwellings, buildings, outbuildings, walls, driveways, fences, pools, screen enclosures, waterfalls, ponds, fountains, and any other structures including recreational equipment such as basketball hoops, trampolines, playgrounds and swing sets placed on the Parcels or any portion thereof, shall at all times be maintained in good condition and repair by the Parcel Owner.

Section 7. Construction.

(a) All exterior construction, including but not limited to, recreational equipment for which plans and specifications are required herein to be submitted to the ACC for approval, shall be completed within three (3) months from the date of said approval, unless the ACC shall grant a greater period of time to complete said construction.

(b) No improvement or construction shall be allowed on the Parcels until such time as the Owner has obtained all required building permits, said improvement or construction is in compliance with all applicable building codes and the Association has provided the Owner with written approval upon proper application by the Owner as set forth in this Declaration. Furthermore, no part of any dwelling shall be converted nor made an addition thereto for non-residential use.

Section 8. No Temporary Buildings.

No tent, shack, trailer, house trailer, motor home, recreational vehicle, garage, or other outbuildings shall at any time be used on any Parcel as a residence temporarily or permanently, and no building or dwelling of a temporary character or above-ground pool shall be permitted, except as follows: buildings necessary for construction or sales taking place on the Parcels and not intended to be used for living accommodations may be erected and maintained on the Parcels only during the course of construction and sales.

Section 9. Ground Maintenance.

(a) Grass, hedges, shrubs, vines and trees of any type on each Parcel shall be kept trimmed and shall be mowed, irrigated, trimmed or cut as needed so as to maintain the same in a neat and attractive manner. Hedges, trees, shrubs, vines and other plants which die shall be promptly removed.

(b) No vegetation, rubbish, debris, garbage, refuse or other waste materials of any kind shall be placed or permitted to accumulate upon any portion of a Parcel which

would render it unsanitary, unsightly, offensive, or detrimental to the occupants of the Parcels in the vicinity thereof.

(c) No building material of any kind or character shall be placed or stored upon any Parcel so as to be open to view by the occupants of the Parcels in the vicinity thereof, unless such material will be used and is used within 30 days in the construction of buildings or structures upon the Parcel 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. However, the irrigation device may be held up by a flotation device approved by the Association's Board of Directors.

Section 10. Fences, Walls, Hedges of Any Type.

(a) No fence or wall of any type exceeding a height of six (6) feet, and no hedge exceeding a height of eight (8) feet above the finished graded surface of the ground upon which it is located, shall be constructed, planted, placed or maintained upon any Parcel.

(b) No hedge of 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 Parcel.

(c) The design and location of all new fencing must be approved by the Board.

(d) The finished side of any fence or wall shall be placed on the outside, i.e. the side that is facing out.

(e) The Owner of any fence, wall or hedge shall have an easement on the adjoining Parcel to make all maintenance and repairs.

(f) In addition to the rear of any dwelling, fencing is also permitted on one or both of its sides, subject to the following restrictions:

(i) Side fencing must be at least 15 feet behind the front setback line of the dwelling i.e. the front of the dwelling that is closest to the front of the Parcel. If any portion of the front of the dwelling is more than 15 feet behind the front setback line, no fence will be permitted forward of said portion of the front of the dwelling.

(ii) If the adjoining dwelling wall on the fence side begins to the rear of the front setback line of the dwelling with the proposed fence, the fence may not be forward of that adjoining dwelling's wall.

(iii) Every view-blocking side fence must have hedges or other plantings that block the view of said side fence from the street.

(g) A view-blocking fence is not allowed between the dwelling and the lake. A view-blocking hedge between the dwelling and the lake may not exceed three feet in height.

(h) A view-blocking fence cannot be closer to any sidewalk than four feet to allow room for required view-blocking vegetation between the fence and the sidewalk.

Section 11. Pets.

As of October 1, 2006, a maximum of two adult dogs per Parcel is allowed, unless existing Owners with three or more adult dogs register them with the Association office prior to that date. All dog feces deposited anywhere in the Community must be picked up immediately by the dog's owner and placed in the dog owner's garbage receptacle or in one of the pet waste stations located through the Community. Dogs must be kept on a leash and under the dog owner's control when out in the Community beyond the dog owner's Parcel. Aside from dogs, common domesticated household pets may be kept provided they are not exotic or bred for commercial purposes. Livestock, poultry or any other non-domesticated animals are prohibited. The Association's Board of Directors may require that an Owner or resident remove a pet from the Owner's or resident's Parcel and the Community if the Board determines, in its sole discretion, that such pet has become a nuisance or otherwise a source of annoyance to other residents, or in any way is a danger to the health, safety and welfare of the residents of the Community.

Section 12. Laundry.

No clothes, sheets, blankets or other articles shall be hung out to dry on any Parcel except in a service yard or yard enclosed by a lattice, fence, wall or other screening device approved by the ACC and such that the articles cannot be viewed from any street or nearby Parcel.

Section 13. Exterior Light Fixtures.

No exterior lighting fixtures shall be installed on any Parcel without adequate and proper shielding of the fixtures. No lighting fixture shall be installed that is an annoyance or a nuisance to the occupants of nearby Parcels

Section 14. Parking.

(a) Parking by residents of the Community of commercial vehicles, recreational vehicles, swamp buggies, boats, jet skis, trailers, semi-trailers, all-terrain vehicles, tractors, semi-trucks, truck tractors, wreckers, towing trucks, dump trucks, box trucks and flatbed trucks including on all streets, is prohibited, except when parked entirely within a closed garage.

(b) A commercial vehicle is herein defined as a) any vehicle lettered and/or decorated to constitute a commercial message, unless the lettering and/or decoration is either removed or covered with a magnetic panel of a color similar to the vehicle. Parking by Owners and residents within the Community, including on all streets, of vehicles with a wrap decoration or under a tarp or cover, is prohibited, except when parked entirely within a closed garage; b) any vehicle with racks (except racks used to carry personal items such as luggage, wheelchairs or bicycles) or equipment cabinets not contained within the interior of the vehicle, except that pickup trucks are allowed to have storage cabinets contained within the cargo box as long as the cabinets do not extend over six (6) inches outside the cargo box, or bed caps; c) any pickup truck wherein the cargo box has been altered or enlarged to facilitate the transportation of people or goods for commercial

purposes; d) buses, courtesy vans, taxis or stretch limousines, and e) any vehicle with more than two axles.

(c) The following parking rules pertain to the Common Area, the streets within the Community's boundaries, and upon Parcels except within closed garages:

- (i) Inoperable vehicles or vehicles under major repair are not allowed.
- (ii) All vehicles must display a valid unexpired motor vehicle registration.

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 Parcel, no structure, planting, or other material shall be placed or permitted to remain which may change the direction of flow of drainage in the easements. Banks, swales and berms constituting a part of the lakes, swales and drainage canals located within the Community shall remain undisturbed and properly maintained in keeping with their intended function. Where any portion of such berms, swales and banks lie within a Parcel, the Owner of that Parcel 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 Parcel.

Section 16. Excavations.

No excavations shall be made on any portion of the Parcels except for the construction of dwellings, walls, foundations, structures and other appurtenances which have been approved by the Association's Board of Directors. Excavations may be made for swimming pools and landscaping subject to this Declaration and the approval of the Board.

Section 17. Signs.

A Member may place a sign on Association property to advertise an open house or garage sale, but for no other purpose. Such a sign may be posted only during daylight hours and must be removed each day as soon as the event ends. Any Member or the Member's agent may place a sign on the Member's own Parcel to advertise a sale of the property. The "for sale" sign can be up to 18 inches by 24 inches and may be hung on a signpost. Except for security signs, no sign of any other character shall be displayed, or placed upon any Parcel, or which is otherwise visible in any way from the Common Area or from another Parcel, except that which is otherwise permitted in writing by the Association's Board of Directors.

Section 18. Refuse.

No trash, garbage, rubbish, debris, waste or other refuse materials shall be deposited or allowed to accumulate or remain on any Parcel except as follows:

- (a) Light weight containers with a capacity of up to 50 gallons are permitted for trash, garbage, rubbish, debris, waste material or other refuse. Said containers must be closed and secured at all times to prevent spillage and kept from public view. Said containers shall not be placed at street side prior to the evening before the scheduled pickup day, and shall be removed from street side and stored as specified above within 12 hours after pickup.

(b) Vegetation debris such as pulled weeds, clippings, and tree trimming materials may be stored behind the front of the dwelling until the evening prior to scheduled pickup, at which time said debris can be placed on street side subject to local government regulations.

(c) The Association's Board of Directors may authorize the use of larger containers such as dumpsters for the storage and disposal of construction debris in conjunction with an approved demolition, renovation or construction project.

Section 19. Nuisances, Lawful Use, Damage.

(a) No nuisances as defined in this Section 19 shall be allowed on any Parcel or the Common Area, nor any use or practice which is an unreasonable source of annoyance to residents or which interferes with the peaceful possession or proper residential use of a Parcel or the Common Area by residents. The determination of the Association's Board of Directors as to whether any act constitutes a nuisance or otherwise violates this Section 19 shall be conclusive.

(b) Unreasonably loud noises and/or obnoxious odors which are found to be disturbing to nearby residents are prohibited.

(c) Parcels shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard allowed to exist.

(d) Persons intoxicated either through alcohol or other substances are deemed to be a nuisance and are therefore prohibited from being on the Common Area.

(e) Each Owner is responsible to ensure that Owner's family members, tenants, guests and invitees comply with the Governing Documents and the statutes which apply. Each Owner is responsible and liable to the Association for violations of same by Owner's family members, tenants, guests and invitees.

(f) In the event that any part of the Common Area is damaged or destroyed by an Owner, Owner's family member, tenant, guest or invitee, the Association at its discretion may repair or replace any damaged or destroyed item or area, and the cost of any such repair or replacement shall be imposed as an Assessment against the Owner and Owner's Parcel. Said costs are collectible as Assessments and shall be collected pursuant to Article IV of this Declaration. This remedy is in addition to all other remedies available to the Association.

(g) In the event an Owner or an Owner's family member, tenant, guest, or invitee defaces any part of the Common Area, leaves garbage on the Common Area, or leaves the Common Area in a condition which requires cleaning, the Association may perform the cleanup, the cost of which shall be imposed as an Assessment against the Owner and the Owner's Parcel and shall be collected pursuant to Article IV of this Declaration.

(h) Operation of any motorized vehicles on the Community's sidewalks, swales or unpaved Common Area is prohibited except as authorized by the Association or when

used to transport the disabled. Any type of motorized vehicle that does not require licensing or registration shall not be operated on the streets within the Community.

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 improve within, over or upon any bank, slope or swale without first obtaining written approval from the 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 Board, would impair the stability of the slopes in said area.

Section 21. Wells. No water wells shall be dug on any Parcel without the approval of the Association's Board of Directors. Said wells shall be for the sole purpose of landscape irrigation.

Section 22. Open Burning. Open burning of any material is not permitted on any Parcel at any time, except for grills, barbecues and fireplaces.

Section 23. Swimming Pools and Spas. Subject to approval of the Association's Board of Directors, swimming pools and spas may be constructed on any single family Parcel provided that access to them from outside the Parcel is controlled from all directions by fences, screens and the residential dwelling. If pools or spas are to be protected by fences or screens, such fences or screens and their structures shall be approved by the Board.

Section 24. 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 Parcel for any reason except disease, death or serious damage without approval of the Association's Board of Directors.

Section 25. Right to Inspect. The Association's Board of Directors may at any reasonable time or times during periods of construction or alteration and within 30 days thereafter enter upon and inspect the exterior of any Parcel 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 26. Antennas and Aerials. No exterior antennas or aerials shall be placed upon dwellings without the prior written approval of the Association's Board of Directors. No ham radios or radio transmission equipment shall be operated or permitted to be operated on the Parcels.

Section 27. Mailboxes. The Association has approved an official mailbox and post. No other mailbox or post shall be permitted unless approved by the Association's Board of Directors.

(a) The Association shall have the authority, through its Board of Directors, to purchase and install the official mailboxes and posts to be used in the Community and to collect a fee from each Owner for the removal of existing mailboxes and posts, the purchase of the official mailboxes and posts, and the installation of same by means of a Special Assessment.

(b) Mailboxes and posts shall be kept clean and free of mildew, dirt, rust and droppings and kept in good repair and appearance. From time to time the ACC may recommend other rules regarding the maintenance of mailboxes and posts to the Association's Board of Directors, who may adopt same by majority vote. In the event that an Owner fails to comply with the provisions of this Section, the Association shall have the authority to install and/or maintain an Owner's mailbox and post, the cost of which shall be reimbursed by the Owner to the Association. Such cost shall be enforceable by, but not limited to, an Assessment and claim of lien recorded against the Owner's property.

Section 28. Overall Size and Setback Restrictions.

Except as permitted by Palm Beach County authorities specifically within the individual subdivided sections of the Parcels, platted or to be platted, the following overall restrictions shall apply as to dwelling and Parcel size, and to building locations. Provided, however, it is contemplated that individual subdivided sections of the Parcels, at the time of platting, will receive such approval from Palm Beach County for variances or exemptions from the provisions of this section, and such approval shall be controlling; however, to the extent Palm Beach County restrictions are more restrictive, they shall control.

(a) Sections Designated on the Master Plan as Two-Sided, Single Family Parcels:

(i) Dwelling Size. The ground floor of the main structure exclusive of one-story open porches, breezeways and garages shall not be less than 1,500 square feet for a one (1) story dwelling and not less than 700 square feet for a dwelling of one and one-half (1.5) or two (2) stories. Each dwelling shall have an enclosed garage for a minimum of two (2) cars. No carports shall be permitted.

(ii) Dwelling Location. No dwelling shall be located on any Parcel nearer than 25 feet to the front Parcel line or nearer than 15 feet to any side street line. No dwelling shall be located nearer than seven and one-half (7.5) feet to an interior Parcel line. No dwelling shall be located on any interior Parcel nearer than 15 feet to the rear Parcel line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of the dwelling; provided, however, that this shall not be construed to permit any portion of a dwelling on a Parcel to encroach upon another Parcel except as elsewhere herein provided. If there is any conflict between this covenant and zoning regulations of the proper governing authority, said zoning regulations shall control.

(iii) Parcel Area and Width. No dwelling shall be erected or placed on any Parcel having a width of less than 50 feet at the minimum dwelling setback line, nor shall any dwelling be erected or placed on any Parcel having an area of less

than 4,500 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 Parcel as shown on said recorded plat.

(b) Sections Designated on the Master Plan as One-Sided ("zero lot line"), Single Family Parcels:

(i) 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 (1) story dwelling and not less than 550 square feet for a dwelling of one and one-half (1.5) or two (2) stories. Each dwelling shall have an enclosed garage for a minimum of one (1) car. No carports shall be permitted.

(ii) Dwelling Location. No dwelling shall be located on any Parcel nearer than 25 feet to the front Parcel line or nearer than 15 feet to any side street line. No dwelling shall be located nearer than 10 feet to one of the interior sides' Parcel line, but there shall be no minimum distance on the other interior side Parcel lines. No dwelling shall be located on any interior Parcel nearer than 10 feet to the rear Parcel line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of the dwelling; provided, however, that this shall not be construed to permit any portion of a dwelling on a Parcel to encroach upon another Parcel except as elsewhere herein provided. If there is any conflict between this covenant and zoning regulations of the proper governing authority, said zoning regulations shall control.

(iii) Parcel Area and Width. No dwelling shall be erected or placed on any Parcel having a width of less than 50 feet at the minimum dwelling setback line, nor shall any dwelling be erected or placed on any Parcel having an area of less than 4,500 square feet, except that notwithstanding such provisions as to a minimum width and minimum square feet area, a dwelling may be erected or placed on any one entire Parcel as shown on said recorded plat.

(c) Sections Designated on the Master Plan as Townhouse/Villa Parcels:

(i) Dwelling Size. Dwellings on the Townhouse/Villa Parcels shall contain not less than 900 square feet total regardless of number of stories, and exclusive of garages. No carports shall be permitted.

(ii) Dwelling Locations. No dwelling shall be located on any Parcel nearer than 20 feet to the front Parcel line or nearer than 15 feet to any side street line. There shall be no minimum interior Parcel line setback. No dwelling shall be located on any interior Parcel nearer than 10 feet to the rear Parcel line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of the dwelling; provided, however, that this shall not be construed to permit any portion of a dwelling on a Parcel to encroach upon another Parcel except as elsewhere herein provided. If there is any conflict between this covenant and zoning regulations of the proper governing authority, said zoning regulations shall take precedent.

Section 29. Sale or Conveyance of Home.

[DELETED BY AMENDMENT]

Section 30. Leasing of Dwellings.

Any Owner intending to lease his or her Dwelling shall provide written notice to the Board of Directors of such intent. Such notice shall be accompanied by an application for approval and any such additional information as the Board may reasonably require. No portion of a Dwelling other than an entire Dwelling may be leased, and no subleasing is permitted. The Board shall have the right to disapprove an application for lease for good cause, without any obligation to provide a substitute lessee or tenant. The Board shall consider the following factors as constituting good cause for such disapproval:

(i) The proposed lessee has been convicted of a felony involving violence to persons or property, sale, distribution, or use of controlled substances, or a felony demonstrating dishonesty or moral turpitude or has been charged with any such felonies and the person was not acquitted or the charges were not dropped;

(ii) The proposed lessee has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures or bad debts;

(iii) The application for approval on its face indicates that the proposed lessee intends to conduct him or herself in a manner inconsistent with the covenants and restrictions applicable to the association;

(iv) The proposed lessee has a history of disruptive behavior or disregard for the rights and property of others as evidenced by conduct in other social organizations or associations, or by conduct in this Association as a tenant, Owner or occupant of a Dwelling;

(v) The proposed lessee failed to provide the information required to process the application in a timely manner or included inaccurate or false information in the application;

(vi) The requesting Owner has had fines assessed against him or her which have not been paid in full, and/or all assessments and other charges against the Dwelling or Owner have not been paid in full.

No one except a previously approved lessee shall be allowed to occupy a Dwelling, either as a guest or otherwise while an application for approval is pending before the Board of Directors. Anyone occupying a Dwelling contrary to this provision shall be deemed to have withdrawn their application for approval.

The Association shall have the right, but not the obligation, to conduct a personal interview of any proposed lessee prior to the approval/disapproval of any application.

The Association shall have the right to impose a reasonable fee in connection with any requested approval of any lease in the highest amount permitted by law as amended from time to time.

The Association has the right to require a Uniform Lease or Uniform Lease Addendum, as approved by the Board from time to time, and such lease may be provided as a common expense. All leases shall provide, and if they do not, shall be deemed to provide that the Association shall have the right to terminate the lease, evict the tenants/occupants and/or make demand for rental payments should the tenants/occupants violate the Association's governing documents or should the Owner become delinquent in the payment of his or her regular and/or special assessments to the Association.

The Board of Directors must approve or disapprove an application for approval to lease any Dwelling within thirty (30) days following the Association's receipt of Notice from the Owner, a completed application for approval, and any such additional information as may be reasonably required by the Board. If the Board fails to give written notice of its approval or disapproval within this time period, the application shall be deemed accepted by the Association. The Board shall have the right to promulgate additional rules and regulations regarding the leasing of Dwellings which are not otherwise inconsistent with the foregoing.

Section 31. Destructions of Dwelling.

In the event that a Parcel dwelling is damaged or destroyed by fire, flood or other casualty including, but not limited to, a hurricane or tornado, the Owner of the Parcel dwelling shall properly and promptly restore the Parcel dwelling to at least as good a condition as it was before the casualty occurred. Any such work shall be in accordance with the original plans and specifications of the Parcel dwelling, unless otherwise authorized by the Association's Board of Directors, and shall be otherwise subject to all provisions, restrictions and covenants contained in this Declaration. Each Owner shall keep his Parcel dwelling insured in an amount not less than its full insurable value against loss or damage by fire, flood or other casualty including, but not limited to, a hurricane or tornado. Evidence of such coverage shall be furnished to the Association promptly upon request from the Association's Board of Directors. If an Owner fails to comply with the foregoing provisions of this Section, the Association may proceed in Court to enjoin compliance. Further, if the failure to comply relates to the Owner's obligations to maintain insurance, the Association shall be entitled, although not obligated, to obtain the required coverage itself and to levy on the offending Owner a Special Assessment equal to the cost of the premiums, and any such Special Assessment shall be collectible by the Association in the same fashion as any other Assessment provided for in this Declaration, including, but not limited to, the Association's ability to record a lien and to foreclosure such lien.

ARTICLE VII
Easements

Section 1. Utility Easement.

The Association reserves to itself, its successors or assigns, a perpetual easement upon, over, under and across the Parcels for the purpose of maintaining, installing, repairing, altering and operating sewer work, 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 systems 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 the Common Area, all such easements to be of size, width and location as the Association, in its discretion, deems best but selected in allocation so as to not unreasonably interfere with the use of any improvements which are or will be located upon the Parcels.

Section 2. Association Easement.

The Association hereby reserves to itself, its successors and assigns, and to such other entities as the Association 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 and service providers; provided, however, that such access and use do not unnecessarily interfere with the reasonable use and enjoyment of these Parcels and facilities by the Owners.

Section 3. Service Easement.

The Association hereby grants to delivery and fire protection services, police and other authorities of the law, mail carriers, representatives of electrical, telephone, cable television and other utilities authorized by the Association, or, as it from time to time may designate, the non-exclusive, perpetual right of ingress and egress over and across the Common Area for the purpose of performing their authorized services and investigation.

Section 4. Encroachment Permits.

Each Parcel Owner, by acceptance of deed to their Parcel, shall take title subject to the rights of any adjoining Parcel Owner where the original construction of improvements on a Parcel abut the adjoining Parcel and may encroach as to eaves, overhangs or similar construction variation; and such adjoining Parcel Owner is hereby granted an easement for the purpose of maintaining and repairing the portion of their Parcel which may abut or face the adjoining Parcel, together with reasonable rights of ingress and egress at reasonable times for such maintenance and repair. The adjoining Parcel Owner shall be responsible to restore or pay for any damage caused by virtue of the maintenance or repair.

ARTICLE VIII
Functions of the Association

Section 1. Services.

The Association shall provide the following services:

- (a) Maintenance of the 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 Parcels to the extent that their deterioration would adversely affect the appearance of the Parcels. The Association may adopt standards of maintenance and operation required by this and other subsections within this Section 1 which are as stringent as those adopted and/or followed by other developments similar to the Community.

(b) Maintenance of any Parcel for which maintenance responsibility has been dedicated to the Association on the plat, which Parcel is located within the Community, and maintenance of Parcel 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 Parcel to the Association.

(c) Maintenance of lakes and canals owned by or dedicated to the Association within the Community, as well as maintenance of canals not owned by the Association within the Community if and to the extent permitted or required by any governmental authority having jurisdiction thereof. Maintenance as used herein shall include, but is not limited to, the preservation of any 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.

(d) Insect, pest and aquatic control to the extent that it is necessary or desirable in the judgment of the Association's Board of Directors 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 Community or the Parcels and to perform any of the functions or services delegated to the Association in this Declaration applicable to the Parcels or in the Articles of Incorporation or Bylaws.

(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, meetings and other important events.

(g) Purchasing general liability and hazard insurance covering improvements and activities on the Common Area on a current replacement cost basis in an amount not less than 80 percent co-insurance of the estimated insurable value, liability insurance for Directors and Officers and such other insurance as the Board deems necessary. Hazard insurance proceeds for losses to the Common Area may not be used other than for repair, replacement or reconstruction of such property.

(h) Establishing and operating the ACC as hereinafter defined in the event that the Association is designated for such purpose.

(i) Publishing and enforcing such Rules and Regulations as the Board deems necessary.

(j) Construction improvements on the Common Area and easements as may be required to provide the services as authorized in this Section 1 of this Article.

(k) The Association, by and through its Board of Directors, may also provide additional services as it deems to be in the best interests of the health, safety and welfare of the Members and residents of the Community, including, but not limited to, the following services:

(i) Conducting recreation, sport, craft and cultural programs of interest to Members, their family members, tenants, guests and invitees and charge admission fees for the operation thereof; security service and bulk cable television service to the Members. The cost and fees of such services shall be imposed as Assessments against all Members.

(ii) 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 Community, installation, operation and maintenance of security communication and surveillance systems by the Association or a contractual vendor of the Association, and assistance in the apprehension and prosecution of persons who violate the laws of Florida within the Community.

Section 2. Obligations 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 and Section 2 of this Article may be carried out or offered by the Association at any particular time as determined by the Association's Board of Directors, 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.

(b) The Association shall have the power and obligation to provide for the maintenance of the Common Area, and shall have an easement for this purpose, within any individual platted, subdivided section of the Parcels, in keeping with the overall maintenance scheme specified herein, and shall have the right of Annual or Special Assessments as set forth in Article IV against both the Sub-Associations and their individual members; provided that such Assessments shall not duplicate the cost of maintenance which, in the discretion of the Association's Board of Directors, is being properly performed by the Sub-Association in its appurtenant Common Area.

Section 3. Compensation of Directors and Officers.

Directors and Officers of the Association shall not receive any form of compensation from the Association, including, but not limited to, any commission, gift, remuneration or compensation from any vendor. No Director or Officer shall employ an Association vendor for non-Association business, unless such employment preceded the initial election or appointment of a Director to the Association's Board of Directors. In addition, the Association shall not conduct business with any other corporation, partnership or other business entity in which one or more of the Association's Directors or Officers has a financial interest.

Section 4. Mortgage and Pledge.

The Association's Board of Directors shall have the power and authority to mortgage the property of the Association and to pledge the revenues and Assessments of the Association as security for loans made to the Association, provided that any such loans are also approved by two-thirds (2/3) of the Members present in person or by proxy at a duly noticed meeting of Members at which a Quorum is obtained. Such loans may only be used by the Association for the stated purpose of the loans. Notwithstanding the above, the Association's Board of Directors shall have the right to secure a loan of up to \$50,000 for emergency purposes without requiring a vote by the Members, and shall notify the Membership about said loan as soon thereafter as is feasible.

Section 5. Conveyance by Association.

The Association, with a vote of two-thirds (2/3) of Members voting at a duly noticed meeting of the Members at which a Quorum has been obtained, shall be empowered to delegate or convey any of its functions or properties to any private entity or any governmental unit for public utilities or other public purposes.

Section 6. Sub-Associations.

(a) Each separately platted subdivision within the Community may have a Sub-Association whose powers, obligations and operations with respect to its Members and to any appurtenant Common Area situated therein shall not conflict with nor be less restrictive than those of the Association.

(b) Each Owner of a Parcel within a separately platted, subdivided group of Parcels within the Community shall be a member of the corresponding Sub-Association, if any, and shall thereby be subject to the provisions of the Declaration of Covenants, Articles of Incorporation, Bylaws, and Rules and Regulations of the Sub-Association as well as to those of the Association.

ARTICLE IX
General Provisions

Section 1. Enforcement.

(a) Each Member and their family members, tenants, guests and invitees, and the Association, are governed by, and must comply with, the Governing Documents of the Association, as may be amended from time to time. Actions at law or in equity, or both, to redress the alleged failure or refusal to comply with these provisions may be brought by the Association or by any Member against:

(i) The Association;

(ii) A Member;

(iii) Any Director or Officer of the Association who willfully and knowingly fails to comply with these provisions; and

- (iv) Any family members, tenants, guests or invitees of a Member occupying a Parcel and/or using the Common Area.

In any action to enforce the Governing Documents, regardless of whether a lawsuit is filed, the Association shall be entitled to recover its attorney fees and costs incurred prior to suit, as well as in litigation, appeal and any arbitration, bankruptcy or administrative proceedings. This section does not deprive any person of any other available right or remedy. The failure of the Association to enforce any right, provision, covenant or condition which may be granted by the Governing Documents of the Association shall not constitute a waiver of the right of the Association to enforce such right, provision, covenant or condition in the future.

(b) Negligence. An Owner shall be liable and may be assessed by the Association for the expense of any maintenance, repair or replacement rendered necessary by Owner's act, neglect or carelessness, to the extent otherwise provided by law.

(c) Responsibility of an Owner for Family Members, Tenants, Guests and Invitees. To the extent otherwise provided under the laws of the State of Florida, each Owner shall be responsible for the acts and omissions, whether negligent or willful, of any person residing in their Parcel, and for all guests and invitees of the Owner, and in the event the acts or omissions of any of the foregoing shall result in any damage to the Common Areas, or any liability to the Association, the Owner shall be assessed for same as an Individual Special Assessment. Furthermore, any violation of any of the provisions of the Governing Documents of the Association by any resident of any Parcel, or any guest or invitee of an Owner, shall also be deemed a violation by the Owner, and shall subject the Owner to the same liability as if such violation was that of the Owner.

(d) Suspension of Rights. The Association may suspend, for a reasonable period of time, the rights of a Member, their family members, tenants, guests or invitees to use the Common Area and facilities and may levy reasonable fines, not to exceed \$100 per violation, against any Member, their family members, tenants, guests or invitees. A fine may be levied on the basis of each day of a continuing violation or on the recurrence of a transient violation with a single notice and opportunity for hearing.

A fine shall not become a lien against a Parcel, unless otherwise permitted pursuant to Florida law. In any action to recover a fine, regardless of whether a lawsuit is filed, the Association shall be entitled to recover its attorney fees and costs incurred prior to suit, as well as in litigation, appeal and any arbitration, bankruptcy or administrative proceedings:

- (i) A fine or suspension may not be imposed without notice of at least 14 days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three members appointed by the Association's Board of Directors who are not Officers, Directors, or employees of the Association, or the spouse, parent, child, brother or sister of an Officer, Director, or employee. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed.

(ii) The requirements of this Article do not apply to the imposition of suspensions or fines upon any Member because of the failure of the Member to pay Assessments or other charges when due if such action is authorized by the Governing Documents.

(iii) Suspension of Common Area use rights shall not impair the right of an Owner, their family members, tenants, guests and invitees to have vehicular and pedestrian ingress to and egress from the Parcel, including, but not limited to, the right to park.

(iv) The Association may suspend the voting rights of a Member for the nonpayment of Assessments that are delinquent in excess of 90 days.

(e) No Liability. Notwithstanding anything contained herein to the contrary, the Association shall merely have the right, but not the duty, to exercise its enforcement authority as provided for herein, and shall not be liable to any Owner due to the exercise or non-exercise of such right(s).

Section 2. Severability.

The invalidation in whole or in part of any of these covenants, conditions, reservations and restrictions, or any section, subsection, sentence, clause, phrase, word or other provision of this Declaration shall not affect the validity of the remaining portions which shall remain in full force and effect.

Section 3. Term of Declaration.

This Declaration, and all of the covenants, conditions, reservations and restrictions contained herein, as may be amended from time to time, shall run with the land and continue and remain in full force and effect at all times as against all Owners and Parcels, their successors, heirs or assigns, regardless of how the Owners acquire title to a Parcel, for a period of 30 years from the date of this Declaration, unless within such time, the Association records in the Public Records of Palm Beach County, Florida, a notice, in writing, in accordance with the provisions of Chapter 712, Florida Statutes, as may be amended from time to time, which notice shall have the effect of preserving this Declaration for an additional period of 30 years, unless again filed as required in Chapter 712, Florida Statutes. Alternatively, 100 percent of the Owners may execute a written instrument declaring a termination of this Declaration, as it may have been amended from time to time. Any termination of this Declaration shall be effective on the date the instrument of termination is recorded in the Public Records of Palm Beach County, Florida.

Section 4. Amendments.

(a) This Declaration may be amended by a vote of at least two-thirds (2/3) of the Members present in person or by proxy at a duly noticed meeting of the Members at which a Quorum has been attained. Any amendment must be recorded in the public records of Palm Beach County.

(b) Any amendment which would affect the Surface Water Management System, including the water management portions of the Common Area, must have the prior written approval of the South Florida Water Management District before such

amendment shall become effective. In the event that at the time of a proposed amendment such Water Management District shall not be in existence, the approval of the appropriate successor governmental agency or agencies which have assumed the responsibility and control of Surface Water Management must be first obtained.

(c) No amendment may prejudice or impair the priorities of first mortgagees granted hereunder unless all first mortgagees join in the execution of the amendment.

(d) The Association's Board of Directors is solely empowered to amend the Articles of Incorporation, Bylaws, and Rules and Regulations by the majority vote of the Directors. Any amendment to the Articles of Incorporation or the Bylaws must be recorded in the public records of Palm Beach County, Florida.

Section 5. Encroachments.

In the event that after completion of construction any portion of any residential dwelling shall encroach upon any of the Common Area or upon any other Parcel for any reason other than the intentional act of the Owner of the encroaching property, or in the event any of the Common Area shall encroach upon any Parcel, then an easement shall exist to the extent of that encroachment for so long as the encroachment shall exist, together with all reasonable and necessary rights of ingress and egress for the purpose of servicing or maintaining the improvements or the Common Area to the extent of such encroachment. It is hereby specifically provided that eaves, soffits and vents may encroach on adjoining Parcels which are properly zoned for "zero lot lines."

Section 6. Party Walls.

(a) General Rules of Law to Apply. Each wall which is built as a part of the original construction of the townhouses and villas upon the Parcels and placed on the dividing line between Parcels, which wall also constitutes a structural wall of the homes on both Parcels (as opposed to "zero lot lines" where such walls are structural walls for one residence only) and, to the extent not inconsistent with the provisions of this Article, including specifically the provisions of Section 4 above, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(b) Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in equal parts.

(c) Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used, or depends upon, the wall may restore it, and if the Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in equal portions, without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

(d) Weatherproofing. Notwithstanding any other provisions of this Article, any Owner who by their negligent or willful act causes or permits a party wall to be exposed

EXHIBIT "A"

Plat of LAKES AT BOCA RATON recorded at Plat Book 48, at Pages 139-141 of the Public Records of Palm Beach County, Florida.

ARTICLES OF INCORPORATION

INTEGRATED AND RESTATED ARTICLES OF INCORPORATION FOR LAKES AT BOCA RATON

ARTICLE I

Name

The name of this corporation shall be LAKES AT BOCA RATON HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association."

ARTICLE II

Definitions

All terms used herein which are defined in the Declaration of Covenants, Conditions and Restrictions for Lakes at Boca Raton (the "Declaration" hereinafter), shall be used herein with the same meanings as defined in said Declaration.

ARTICLE III

Purposes

The Association is a non-profit corporation having a general nature, object and purpose as follows:

- (a) To promote the health, safety and welfare of the Members and residents within that area referred to as Lakes at Boca Raton in the Declaration of Covenants, Conditions and Restrictions for Lakes at Boca Raton (the "Declaration" hereinafter) to be recorded in the Public Records of Palm Beach County, Florida.
- (b) To own and maintain, repair and replace the Common Area and any improvements in and/or benefiting Lakes at Boca Raton, 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 all buildings and improvements of any type, including dwellings, walls, fences, landscaping, swimming pools, antennae, sewers, drains, disposal systems, or other structures constructed, placed or permitted to remain in Lakes at Boca Raton, as well as the alteration, improvement, addition and/or change thereto.
- (d) To obtain or provide for private security, fire protection, cable television and other services, the responsibility for which may be accepted by the Association, and the capital improvements and equipment related thereto, in Lakes at Boca Raton.
- (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 welfare of the Members as the Association's Board of Directors in its discretion determines necessary and/or appropriate.

- (f) To operate and maintain in particular the surface water management system as permitted by the South Florida Water Management District and/or Lake Worth Drainage District, including all lakes, retention areas, culverts and related appurtenances.
- (g) To operate without profit for the sole and exclusive benefit of the Members.
- (h) To perform all of the functions as described in the Declaration and undertaken by the Association's Board of Directors.

ARTICLE IV
General Powers

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

- (a) To hold funds solely and exclusively for the benefit of the Members for purposes set forth in these Articles of Incorporation.
- (b) To promulgate and enforce rules, regulations, bylaws, covenants, restrictions and agreements to effectuate the purposes for which the Association is organized.
- (c) To delegate power or powers where such is deemed in the interest of the Association.
- (d) To purchase, lease, hold, sell, mortgage, or otherwise acquire or dispose of the 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 out any and all of the activities and pursuing any and all of the objects and purposes set forth in these Articles of Incorporation and not forbidden by law.
- (e) To fix assessments to be levied against the Parcels 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 the Association's Board of Directors, in its discretion, to enter into agreements with financial institutions for the collection of such Assessments.
- (f) To charge recipients for services rendered by the Association and for the use of the Common Area when such is deemed appropriate by the Association's Board of Directors.
- (g) To pay taxes and other charges, if any, on or against property owned or accepted by the Association.
- (h) In general, to have all powers conferred upon a corporation by the laws of the State of Florida, except as prohibited herein.

ARTICLE V
Members

The Members shall consist of: the Parcel Owners in Lakes at Boca Raton, comprised of certain real property as described in Exhibit A of the Declaration. All such Parcel Owners shall be Members of the Association.

ARTICLE VI
Voting and Assessments

Section 1. Voting.

Subject to the restriction and limitation hereinafter set forth, each Member shall be entitled to one (1) vote for each Parcel in which a member holds the interest required for membership. When more than one person holds such interest in any Parcel, all such persons shall be Members, and the vote for such Parcel shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Parcel. Except where otherwise required under the provisions of these Articles, the Declaration or the Bylaws, the affirmative vote of two-thirds (2/3) of the Members present in person or by proxy at a duly noticed meeting of the Members at which a Quorum has been attained shall be binding upon the members.

Section 2. Assessments.

The Association will obtain funds with which to operate by Assessment of its Members in accordance with the provisions of the Declaration.

ARTICLE VII
The Association's Board of Directors

The Association's Board of Directors shall consist of seven (7) Directors:

- (a) The seven (7) Director Board shall be elected by the plurality vote of the entire community to serve staggered two-year terms. In the event of a tie vote, the election will be decided by a coin toss at the Annual Members Meeting.
- (b) In January 2012, the Community will elect three or four Directors at the Annual Members Meeting from among the candidates who have declared their interest in serving on the Association's Board of Directors.
- (c) In January 2013, the Community will elect the remaining three or four Directors at the Annual Members Meeting from among the candidates who have declared their interest in serving on the Association's Board of Directors.
- (d) Thereafter, the Community will elect in even years the number of Directors who were elected in 2012, and in odd years the number of Directors who were elected in 2013.
- (e) To be eligible to serve on the Board, each Director must be a Member of the Association as defined in the Association's Declaration of Covenants, Conditions

and Restrictions. The residential location of any prospective Director shall be immaterial.

- (f) In the event of a vacancy on the Board of Directors due to a death, illness, resignation or some other cause, the Board shall appoint by majority vote a new Director to complete the unexpired terms of the preceding Directors and until his or her successor shall have been elected or appointed.
- (g) A Director may be removed with or without cause by vote or agreement in writing by a majority of the Community's Total Voting Interests.
- (h) In the event a Quorum has not been attained at the Annual Members Meeting, the existing Board of Directors shall appoint by majority vote the new Directors for the succeeding term in office at a Special Board Meeting to be held within five (5) business days of said Annual Members Meeting.

ARTICLE VIII Officers

The Officers of the Association shall be a President, an Executive Vice President, Vice President, a Secretary and a Treasurer, and such other Officers as the Association's Board of Directors may from time to time by resolution create. Any two (2) or more offices may be held by the same person, except for the offices of President and Secretary. Officers shall be elected for one (1) year terms in accordance with the procedures set forth in the Bylaws.

ARTICLE IX Corporate Existence

The Association shall have perpetual existence.

ARTICLE X Bylaws

The Association's Board of Directors shall adopt Bylaws consistent with these Articles. The Bylaws may be altered, amended or rescinded in the manner provided by the Declaration.

ARTICLE XI Amendment to Articles of Incorporation

These Articles may be altered, amended or rescinded in the manner provided by the Declaration, whereby the Association's Board of Directors is solely empowered to amend the Articles by the majority vote of the Directors. Any amendment must be recorded in the public records of Palm Beach County, Florida.

ARTICLE XII

Indemnification of Officers and Directors

A. The Association hereby indemnifies any Directors, Officers and committee members elected or appointed by the Association's Board of Directors who are 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 their favor, brought to impose a liability or penalty on such person for an act alleged to have been committed by such person in their capacity of Director, Officer or committee member of the Association, or in their capacity of Director, Officer, committee member, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which they 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 or belief that such action was unlawful. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or upon plea of nob o contendere or its equivalent shall not itself create a presumption that any such Director, Officer or committee member did not act in good faith in the reasonable belief that such action was in the best interests of the Association or that he or she 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 their being or having been a Director, Officer or committee member of the Association, or by reason of their being or having been a Director, Officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which they served at the request of the Association, against the reasonable expenses, including attorney's fees, actually and necessarily incurred by them 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 relation to matters to which such person has been adjudged to have been guilty of negligence or misconduct in the performance of their 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 Association's Board of Directors shall determine whether amounts for which a Director, Officer or committee member seeks indemnification were properly incurred and whether such Director, Officer or committee member acted in good faith and in a manner he or she reasonably believed to be in the best interest of the Association, and whether, with respect to any criminal action or proceeding, he or she had no reasonable ground or belief that such action was unlawful. Such determination shall be made by the

Board 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.

ARTICLE 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 Association's Board of Directors 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 their voting rights.

B. The Association may be dissolved upon the resolution to that effect being recommended by three-fourths (3/4) of the members of the Association's 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

C. The term for which this Association is to exist shall be perpetual; however, if the Association is dissolved, the property consisting of the surface water management system shall be dedicated to an appropriate public agency or utility to be devoted to surface water management purposes. In the event that such dedication is refused acceptance, the property consisting of the surface water management system shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization, to be devoted to surface water management purposes.

BY-LAWS

INTEGRATED AND RESTATED BYLAWS FOR LAKES AT BOCA RATON

ARTICLE I Definitions

All terms used herein which are defined in the Declaration of Covenants, Conditions and Restrictions for Lakes at Boca Raton (the "Declaration" hereinafter), shall be used herein with the same meanings as defined in said Declaration.

ARTICLE II Location of Principal Office

The principal office of the Association shall be located in the Community Center complex at 10551 Lakes at Boca Raton Blvd., Boca Raton, Florida, or at such other place as may be established by resolution by the Association's Board of Directors.

ARTICLE III Voting Rights and Assessments

Section 1. Every person or entity who is a Parcel Owner 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 Parcel which is subject to Assessment.

Section 2. Assessments and late fees as imposed by the Association's Board of Directors 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, and shall result in the suspension of voting privileges as provided by Florida law and suspension of the use of the recreation facilities during any period of such non-payment.

ARTICLE IV Board of Directors

Section 1. A majority of the Association's 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.

Section 2. Any vacancy occurring on the Association's Board of Directors because of death, resignation or other termination of services of any Director, shall be filled by majority vote of the Board, as provided for in Article VII (f) of the Articles of Incorporation.

ARTICLE V
Annual Members Meeting; Election of Directors

Section 1. Time and Location of Meeting.

The Annual Members Meeting shall be held during the month of January on a Monday or Tuesday night no earlier than 7:00 p.m., as determined in the sole discretion of the Association's Board of Directors, at a location that should seat at least 100 people and is located not more than five (5) miles from Lakes at Boca Raton.

Section 2. First Notice.

The Association shall mail the First Notice of the Annual Members Meeting to all Members not less than 45 days prior to the date the meeting is to be held. This mailing shall announce the date, time, location and agenda of said meeting. It shall also include a self-nomination form for those Members who want to be a candidate for election to the Association's Board of Directors. The completed nomination form must be delivered to the Association's office on or about December 15.

Section 3. Last Notice.

The Last Notice of the forthcoming Annual Members Meeting shall be mailed to all Members not less than 30 days before said meeting. This mailing will include the self-nomination forms of all candidates for election to the Association's Board of Directors at the Annual Members Meeting, along with an absentee ballot and an absentee ballot return envelope to enable Members to vote for Board candidates. Said mailing shall also include a limited proxy for the purpose of establishing a quorum of 15% of total voting interests so that the Annual Members Meeting can be called to order and the election of Board Directors can take place. A quorum of 30% will be required to vote on any other matter at this meeting.

Section 4. Absentee Ballots.

Absentee ballots, sealed in an absentee ballot envelope that bears the signature of the voter just below the voter's name and address label, must be delivered to the HOA office no later than 3 p.m. on the day of the Annual Members Meeting. The Property Manager shall place all sealed absentee ballot envelopes in the ballot lockbox upon receipt after recording the name and address of each absentee voter on the Absentee Voter Registration Form.

Section 5. In-Person Ballots.

Each voting Member who attends the Annual Members Meeting shall be given an in-person ballot at the registration table, unless they have previously submitted an absentee ballot as recorded on the Absentee Voter Registration Form.

Section 6. Nominations from the Floor.

Following the establishment of the 15% quorum and the call of the meeting to order, the Association's President will announce that any Member has the right to self-nominate or nominate another Member as a write-in candidate for an available Board seat. The President shall then call for several volunteers to tabulate the ballots.

Section 7. Ballot Tabulation.

After nominations are closed, the President shall call for all in-person ballots to be deposited in the ballot lockbox. Thereafter, the tabulation volunteers shall commence the tabulation of the

absentee and in-persons ballots in the presence of the Members. While the vote tabulation is taking place, the floor shall be open for Members to address the Board on any topic.

Section 8. Announcement of New Directors.

At the conclusion of the meeting, the President shall announce the names of the successful candidates elected to the Association's Board of Directors and if there are no further questions or comments from the Members, adjourn the Meeting.

**ARTICLE VI
Powers and Duties of the Board of Directors**

Section 1. The Association's Board of Directors shall have power:

- (a) To call meetings of the Members.
- (b) To appoint at pleasure all 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.
- (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 Association's Board of Directors.
- (d) To adopt, publish and enforce 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, including suspension of privileges.
- (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.
- (g) To exercise all powers conferred on Directors as set forth in Chapters 607 and 617 of the Florida Statutes.

Section 2. It shall be the duty of the Association's Board of Directors:

- (a) To cause to be kept a complete record of all 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:

- (i) To fix the amount of the Assessment against each Member for each Assessment period at least thirty days in advance of such date or period.
- (ii) To prepare a roster of the Members and Assessments applicable thereto, which shall be kept in the office of the Association or their agent and shall be opened to inspection by any Member.
- (iii) 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.

Article VII. Directors and Meetings

Section 1. Member meetings and meetings of the Association's Board of Directors shall be noticed as follows:

- (a) First Notice of the Annual Members Meeting shall be mailed to each Member no less than 45 days prior to the meeting.
- (b) Notice of a special meeting of the Members shall be mailed to each Member no less than 14 days prior to the meeting.
- (c) Notice of the regular and special meetings of the Association's Board of Directors shall be posted in a conspicuous place at least 48 hours prior to the meeting.
- (d) Notice of a Directors' meeting may be waived provided each Director for that meeting signs a Notice of Waiver of Meeting.

Section 2. Special meetings of the Association's Board of Directors shall be held when called by the President or Vice President of the Association or by any three (3) Directors.

Section 3. The transaction of any business at any meeting of the Association's 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.

Section 4. If a Board member fails to attend three (3) consecutive regular and duly noticed meetings of the Association's Board of Directors without having received prior approval from the majority of the Board, that Board member shall be involuntarily dismissed from the

Board and his or her term of office shall be replaced as set forth in Article VII (f) of the Articles of Incorporation.

Section 5. All Directors must be Members of the Association.

ARTICLE VIII. Officers

Section 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 Association's Board of Directors, in accordance with the Amended Articles of Incorporation. All Officers must also be members of the Board.

Section 2. The Officers of the Association shall be elected by a majority vote of the Association's Board of Directors. The President or most senior remaining member of the Board shall cause an organizational meeting to be held to elect Officers for the remaining Association year not less than one (1) nor more than five (5) business days following the Annual Members Meeting. Said meeting shall include newly elected members of the Board and exclude outgoing members of the Board. New offices may be created and filled at any meeting of the Board. Each Officer shall hold office until his or her successor shall have been duly elected.

Section 3. A vacancy in any office because of death, resignation or other termination of service may be filled by appointment by the Association's Board of Directors for the unexpired portion of the term.

Section 4. All Officers shall hold office at the pleasure of the Association's Board of Directors.

Section 5. The President shall preside at all meetings of the Association's Board of Directors, and shall see that orders and resolutions of the Board are carried out.

Section 6. The Vice President shall perform all the duties of the President in his or her absence, and shall perform such other acts and duties as may be assigned by the Association's Board of Directors.

Section 7. The Secretary, or an agent designated by the Association's Board of Directors, shall record the votes and keep the minutes of all proceedings in a book to be kept for that purpose, sign all certificates of membership, keep the records of the Association and record in the file kept for that purpose all the names of the Members of the Association, together with their addresses.

Section 8. The Treasurer, or an agent designated by the Association's Board of Directors, 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, provided, however, that a resolution of the Board 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. The Treasurer, or an agent designated by the Board, shall keep proper books of account, cause an annual audit of the

Association books be made by a certified public accountant at the completion of each fiscal year, and prepare an annual budget and an annual balance sheet statement. The budget and balance sheet statement shall be open for inspection upon reasonable request by a Member.

ARTICLE IX Committees

Section 1. All Association committees and their members shall be appointed by the Association's Board of Directors. Existing committees and their members are subject to reappointment by the Board within 30 days of the Annual Members Meeting, either at the Board's annual organizational meeting or the regular February Board meeting. The Board may also appoint new committees and new members of any committees at any other regular Board meetings. Committee members serve at the pleasure of the Board.

Section 2. Each committee, other than the Compliance Committee, shall consist of a chairperson and two (2) or more members, at least one of whom must be a member of the Association's Board of Directors.

Section 3. The Architectural Control Committee (ACC) shall be appointed, shall serve, and shall have the duties and functions as described in the Declaration. A party aggrieved by a decision of the ACC shall have the right to make a written appeal to the Association's Board of Directors within thirty (30) days of such decision. The determination of the Board upon review of the ACC's decision shall in all events be final.

Section 4. The committees appointed and so empowered by the Board of Directors (except for the Compliance Committee) shall have the power to appoint subcommittees from among their membership and may delegate any of its powers, duties and functions to any such subcommittees.

Section 5. The Compliance Committee (CC) shall consist of at least three (3) members appointed by the Association's Board of Directors. The members of the CC shall not be Officers, Directors or employees of the Association or the spouse, parent, child, brother or sister of an Officer, Director or employee of the Association. The CC has the authority to consider and approve a fine or suspension of privileges, including use of the Common Area of the Association. The Member who is alleged to be in violation shall receive at least 14 days notice prior to any hearing at which a fine or suspension of privileges against that Member is being considered, and that Member shall have an opportunity to present his or her case at a hearing before the CC. Any fine or suspension must be approved by a majority vote of the CC. In addition to any fine or suspension of privileges, the Association shall continue to have the right to seek injunctive relief and have all other remedies available pursuant to the Association's Governing Documents and Florida law. The procedures set forth in this paragraph are a prerequisite only for the imposition of a fine or suspension of privileges and not any other remedies available to the Association. The Board shall promulgate rules and regulations for the CC.

Section 6. 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, Officer or agent of the Association which is further concerned with the matter presented.

ARTICLE X
Books and Papers

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

ARTICLE XI
Seal

The Association shall have a seal in circular form having in its circumference the words: Lakes at Boca Raton Homeowners Association, Inc., a non-profit corporation, 1985.

ARTICLE XII
Amendments

These Bylaws may be altered, amended or rescinded in the manner provided by the Declaration, whereby the Association's Board of Directors is solely empowered to amend the Bylaws by a majority vote. Any Amendment must be recorded in the public records of Palm Beach County, Florida.