

DECLARATION OF CONDOMINIUM
OF
LUCERNE POINTE CONDOMINIUM "C", A CONDOMINIUM

KNOW ALL PERSONS BY THESE PRESENTS:

THIS DECLARATION OF CONDOMINIUM is made this 15 day of April, 2005, by Symphony Builders at Lucerne Lakes, LLC, a Florida limited liability company, for itself, successors, grantees, assigns and its transferees.

Section 1. PURPOSE AND SUBMISSION STATEMENT. The purpose of this Declaration is to submit real property and improvements on the real property to the condominium form of ownership and use, in the manner provided by Chapter 718, Florida Statutes. The Developer does hereby submit the real property and improvements on the real property described as Phase I in Exhibit "A" to this Declaration to the condominium form of ownership and use.

Section 2. NAME AND ADDRESS. The name by which this Condominium shall be referred Lucerne Pointe Condominium "C", A Condominium. The mailing address for this Condominium is c/o 1700 N. University Drive, Suite 302, Coral Springs, Florida 33071.

Section 3. DEFINITIONS. The following definitions shall apply in this Declaration and in the Articles of Incorporation and By-Laws, unless the context otherwise requires:

3.1 "Articles" means the Articles of Incorporation, as amended from time to time.

3.2 "Assessment" means a share of the funds required for the payment of common expenses which from time to time is assessed against the Units. Assessments shall be levied against each Owner in a percentage, equal to that Owner's undivided share in the common elements and common surplus.

3.3 "Association" means Lucerne Pointe Condominium "C" Association, Inc., a Florida corporation not for profit, its successors, assigns and legal representatives.

3.4 "Association Certificate" means a certificate of the Association in recordable form signed by the president or vice-president and secretary or assistant secretary of the Association.

3.5 "Association Property" means all property, real or personal, owned or leased by the Association, or dedicated by a recorded subdivision plat to the Association for the use and benefit of the Owners.

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3.6 "Building and Improvements" means the structures and improvements on the Properties.

3.7 "Board of Directors" or "Board" means the representative body which is responsible for the administration of the Association's affairs.

3.8 "By-Laws" mean the By-Laws, as amended from time to time.

3.9 "Common Elements" means all portions of the condominium property of the Condominium not included within the Units, but not Association property, including but not limited to landscaping and vehicle parking areas.

3.10 "Condominium" mean Lucerne Pointe Condominium "C", A Condominium.

3.11 "Condominium Act" means Chapter 718, Florida Statutes, in existence on the date of recording of this Declaration, unless the context states otherwise.

3.12 "Condominium Documents" means and includes this Declaration and all recorded exhibits, including Amended and Restated Articles of Incorporation and By-Laws, as amended from time to time.

3.13 "County" means Palm Beach County, Florida.

3.14 "Declaration" means this Declaration, as amended from time to time.

3.15 "Developer" means Symphony Builders at Lucerne Lakes, LLC, a Florida limited liability company, for itself, successors, grantees, assigns and its transferees.

3.16 "Fixtures" means those items of tangible personal property which by being physically annexed or constructively affixed to the Unit have become accessory to it and part and parcel of it, including but not limited to, interior partitions, walls, appliances which have been built in or permanently affixed, and plumbing fixtures in kitchens and bathrooms. Fixtures do not include floor, wall or ceiling coverings.

3.17 "Guest" means any person who:

- A. Is physically present in, or occupies the Unit at the invitation of the Owner or other legally permitted occupant, without requirement to contribute money, perform services or provide any other consideration to the Owner or lessee in connection with such presence of occupancy;
- B. is not the Owner or lessee of the Unit on which he or she is present; and
- C. is not a member of the family of the Owner or lessee of the Unit on which he or she is present.

- D. Notwithstanding the foregoing, an Owner or lessee of the Unit on which he or she is present shall be considered a Guest if he or she is not a permanent occupant of that Unit. Furthermore, a member of the family of the Owner or lessee of a Unit shall be considered a Guest unless he or she is a permanent occupant of such Unit.

3.18 "Institutional Mortgagee" means the holder (or its assignee) of a mortgage against a Unit, which mortgagee is a bank, savings and loan association, mortgage company, insurance company, real estate or mortgage investment trust, pension or profit sharing trust, the Federal Housing Administration, the Veterans Administration, or any agency of the United States of America. The term also refers to the Developer and to any holder of a mortgage against a Unit which mortgage is guaranteed or insured by the Federal Housing Administration, the Veterans Administration, any agency of the United States of America, or by any other public or private corporation engaged in the business of guaranteeing or insuring residential mortgage loans, and their successors and assigns. "Institutional First Mortgagee" means the foregoing, but is limited to the holder of a first mortgage. "Institutional Mortgage" means a mortgage held by an Institutional Mortgagee.

3.19 "Lease" means the grant by an Owner of a temporary right of use of the Owner's Unit for valuable consideration.

3.20 "Limited Common Elements" means and refers to those common elements which are reserved for the use of a certain Unit or Units to the exclusion of other Units, as specified in this Declaration.

3.21 "Member" or "Member of the Association" means a record Owner of a Unit, subject to the provisions of Section 14.1.B below, but shall not include persons who hold an interest merely as security for the performance of an obligation.

3.22 "Occupy" shall mean and refer to the act of being physically present in a Unit for two (2) or more consecutive days, including staying overnight. "Occupant" is a person who occupies a Unit. A "permanent occupant" means an Owner or lessee of a Unit or a member of such Owner's or lessee's family who regularly resides in such Unit.

3.23 "Owner" or "Unit Owner" means the record Owner, whether one or more persons or entities, of the fee simple title to any Unit, but excludes those having such interests merely as security for the performance of an obligation.

3.24 "Plans and Specifications" means the plans and specifications prepared for the Buildings and Improvements.

3.25 "Properties" means the Condominium Property (Units, common elements and limited common elements) and Association property.

3.26 "Rules and Regulations" means those rules and regulations promulgated from time to time by the Board of Directors, governing the use of the Properties, including the Units, and the operation of the Association.

3.27 "Unit" means and refers to that portion of the Condominium property which is subject to exclusive ownership.

3.28 "Voting Interest" means and refers to the arrangement established in the Condominium Documents by which the Owners of each Unit collectively are entitled to one vote in Association matters.

**SECTION 4. DESCRIPTION OF CONDOMINIUM PROPERTY AND IMPROVEMENTS:
SURVEY AND PLANS; PHASING PLAN.**

4.1 The Developer proposes to construct fifty-six (56) residential units and associated improvements. This will be a two (2) phase Condominium in accordance with F.S. 718.403. Phase I shall be initially submitted with this Declaration. Phase I consists of a total of 28 units in one (1) building and certain commonly used facilities, which include elevators and landscaping. Phase II described in Exhibit "A" and made a part of this Declaration is a residential phase to consist of twenty-eight (28) units, which may be submitted to the condominium form of ownership, and if submitted, shall become part of the condominium.

4.2 THE DEVELOPER RESERVES THE RIGHT TO MAKE NONMATERIAL CHANGES IN THE LEGAL DESCRIPTION OF ANY PHASE.

4.3 The Developer specifically intends to sell Units as fee simple estates. The Developer reserves the right, however, but will not convey the Units in fee simple subject to lease.

4.4 Unit Boundaries. Each Unit shall include that part of the building that lies within the following boundaries, the boundaries being part of the Unit:

A. Upper and Lower Boundaries. The upper and lower boundaries of the Unit shall be the following boundaries extended to their intersections with the perimetrical boundaries:

1. Upper Boundaries. The horizontal plane immediately adjacent to but not including the topside of the drywall ceiling of the Unit.
2. Lower Boundaries: The horizontal plane immediately adjacent to but not including the concrete floor slab of the Unit.

B. Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the vertical planes of the backside of the drywall walls bounding the Unit, extended to their intersections with each other and with the upper and lower boundaries.

- C. Apertures. Where there are apertures in any boundary, including, without limitation, windows and doors, the boundaries shall extend to the interior unfinished surfaces of such apertures and their frameworks. Surfaces made of glass or other transparent material and all framing, casing and hardware, shall be excluded from the Unit.
- D. Airconditioning and heating equipment. The airconditioning/heating unit, including the handling equipment and compressor, and all appurtenances and lines serving only one Unit, are deemed part of the Unit.
- E. Proviso. Any portions of the Condominium Property referred to in Exhibit "A" as common elements shall not be part of the Unit.

In cases not specifically covered in this Section 4.4 or in any case of conflict or ambiguity, the graphic depictions of the Unit boundaries set forth in Exhibit "A" to the Declaration shall control in determining the boundaries of a Unit.

4.5 Phasing Plan.

- A. Phasing. The number of Units to be included in Phase I is 28 Units; and the number of Units to be included in Phase II is 28 Units.
- B. Phase I. Phase I is submitted to this Declaration at this time.
 1. Survey, Plot Plans and Floor Plans. The survey, plot plans and floor plans of all Units in Phase I, including their identification number, locations and dimensions, are attached to and made a part of this Declaration as Exhibit "A".
 2. Number and approximate size of Units. There shall be twenty-eight (28) Units situated in one (1) building, which is both a minimum and maximum number of units in the phase. The Units range from approximately 1391 to 1520 square feet of airconditioned floor space.
 3. Each Unit's Percentage of Ownership. Each Unit's percentage of ownership in the common elements or common surplus in Phase I shall be as set forth in Exhibit "B" to this Declaration.
 4. Recreational Facilities. There are no recreational facilities in Phase I.
 5. Membership Vote and Ownership in the Association. Each Unit shall have one full membership vote in the Association, with there being 28 votes in Phase I. Owners of each Unit shall have the same ownership in the Association as the Owners of all other Units.
 6. No Time Share Estates. NO TIME SHARE ESTATES WILL BE CREATED WITH RESPECT TO THIS PHASE.
 7. Estimated Completion Date. It is estimated that Phase I shall be added with the recording of this Declaration.

8. Reservations. THE DEVELOPER RESERVES THE RIGHT NOT TO CONSTRUCT OR ADD PHASE II.
- C. Phase II. Phase II is **NOT** being added to this Declaration at this time.
1. Survey, Plot Plans and Floor Plans. The survey, plot plans and floor plans of all Units in Phase II, including their identification number, locations and dimensions, are attached to and made a part of this Declaration as Exhibit "A".
 2. Number and approximate size of Units. There shall be twenty-eight (28) Units situated in one (1) building, which is the minimum and maximum number of units in the phase. The Units range approximately 1391 to 1520 square feet of airconditioned floor space.
 3. Each Unit's Percentage of Ownership. Each Unit's percentage of ownership in the common elements or common surplus in Phase II shall be as set forth in Exhibit "B" to this Declaration.
 4. Recreational Facilities. There are no recreational facilities in Phase II.
 5. Membership Vote and Ownership in the Association. Each Unit shall have one full membership vote in the Association, with there being 28 votes in Phase II. Owners of each Unit shall have the same ownership in the Association as the Owners of all other Units.
 6. No Time Share Estates. NO TIME SHARE ESTATES WILL BE CREATED WITH RESPECT TO THIS PHASE.
 7. Estimated Completion Date. It is estimated that Phase II shall be added on or before June 30, 2005.
 8. Reservations. THE DEVELOPER RESERVES THE RIGHT NOT TO ADD PHASE II.

SECTION 5. EASEMENTS. Each of the easements and easement rights referred to in this Section 5, is reserved through the Properties and is a covenant running with the land in the Condominium, and notwithstanding any other provisions of this Declaration, shall survive the removal of any of the Properties from the Condominium. None of the easements specified in this Section 5 may be encumbered by any leasehold or lien other than those on the Units. Any lien encumbering these easements shall automatically be subordinate to the rights of the Owners with respect to such easements. The following easements lie in addition to those provided for in the Condominium Act:

5.1 Encroachments. If any Unit encroaches upon any of the common elements or Association property for any reason other than the intentional act of an Owner, or if any common elements or Association property encroaches upon any Unit, then an easement shall exist to the extent of that encroachment as long as the encroachment exists.

5.2 Ingress and Egress. A non-exclusive easement shall exist in favor of each Owner and occupant, their respective guests, tenants, licensees and invitees for pedestrian traffic over, through, and across sidewalks, streets, paths, walks, and other portions of the common elements and Association property as from time to time may be intended and designated for such purpose and use, and for vehicular and pedestrian traffic, over, through, and across such portions of the common elements and Association property as from time to time may be paved or intended for such purposes, and for purposes of ingress and egress to the public ways.

5.3 Maintenance, Repair and Replacement. Easements through the Units, common elements and Association property for maintenance, repair and replacements.

5.4 Utility Service and Drainage Easements.

- A. There is hereby created a blanket easement upon, across, over, through and under the Properties for the installation, replacement repair and maintenance of all utility and service lines and systems and drainage, including but not limited to electric, gas, water, sewer, telephone, electric, cable television, security, and surveillance or communication lines and systems. By virtue of this easement it shall be expressly permissible for the Developer or the providing utility or service company to install and maintain such facilities and equipment on the Properties, to excavate for such purposes and to affix and maintain wires, circuits, and conduits on the Units and on, in and under the roofs and exterior walls of the Units, providing the disturbed areas are restored to the condition in which they were found and that an easement does not prevent or unreasonably interfere with the use of the Units. Except as otherwise provided in Section 5.4.B below, no sewer, electrical lines, water lines, or other utility service lines or facilities for such utilities and no cable or communication lines and systems or drainage systems may be installed or relocated on the Properties except as are approved by the Developer. The Developer may also transfer title to utility-related equipment, facilities or material, and to take any other action to satisfy the requirements of any utility company or governmental agency to which any such utility-related equipment, facilities or material are to be so transferred. Utility as referred to herein means a public or private utility. The Developer reserves the right to modify or relocate the above-referenced easements.
- B. Once the Developer closes upon the sale of the last Unit in the condominium, the powers vested in the Developer under Article 5.4.A above shall terminate, and shall then vest in the Association. Such powers shall be exercised by the Board of Directors in its reasonable discretion without the need for joinder of any Owner.
- C. The Developer under Section 5.4.A and the Association under Section 5.4.B above, or its designee, shall have a right to remove any improvements

interfering with or impairing such facilities or easements herein reserved. No Owner shall do anything anywhere on his Unit that interferes with or impairs or may interfere with or impair, the provision of such utility or other services or the use of these easements.

5.5 Public Services. Emergency, regulatory, law enforcement and other public services in the lawful performance of their duties upon the Condominium property.

5.6 Special Easement Reservation. The Developer reserves for itself and any of its successors, assigns or legal representatives, a blanket easement for ingress and egress, public and private utilities, or drainage, and for any developmental purposes over added Phase I in favor of Phase II. Said easements shall be appurtenant to and shall burden added Phase I and shall not be limited by definition or description, provided that the easement or its use shall not compromise, alter or affect any zoning or zoning compliance of the Properties or create an unreasonable burden or nuisance upon Phase I. The Developer or other owners of Phase II served by this easement shall be responsible for any disrepair of that portion of Phase I to the extent that such disrepair is a direct result of the use of the easement by the Developer or other owners of Phase II. Nothing in this easement shall be deemed to prescribe the formulation of a specific legal description of this easement. This easement shall automatically terminate when or if Phase II is added to the Condominium. Said easements shall be appurtenant to and shall burden the added phase and shall not be limited by definition or description, provided that the easement or its use shall not compromise, alter or affect any zoning or zoning compliance of the properties or create an unreasonable burden or nuisance upon the added phase. The Developer or other owners of the unadded phase served by this easement shall be responsible for any disrepair of that portion of the added phase, to the extent that such disrepair is a direct result of the use of the easement by the Developer or other owners of the added phase. Nothing in this easement shall be deemed to prescribe the formulation of a specific legal description of such easement, which shall automatically terminate when both phases have been added to the Condominium.

SECTION 6. CONDOMINIUM PARCELS; APPURTENANCES AND USE.

6.1 Condominium Parcels. The Owner(s) of each Unit shall own an undivided share in the common elements and the common surplus, as is set forth in Exhibit "B" attached to and made a part of this Declaration.

6.2 Appurtenances to Each Unit. The Owner of each Unit shall have certain rights and own a certain interest in the Condominium property, including without limitation to the following:

- A. An undivided ownership share in the land and other common elements and the common surplus, as specifically set forth in Section 6.1 above.
- B. Membership and voting rights in the Association, which shall be acquired and exercised as provided in the Articles of Incorporation and By-Laws of

- the Association, attached to this Declaration as Exhibits "C" and "D", respectively.
- C. The exclusive right to use the limited common elements reserved for the Unit, and the right to use the common elements.
 - D. An exclusive easement for the use of the airspace occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time. An easement in airspace which is vacated shall be terminated automatically.
 - E. Other appurtenances as may be provided in this Declaration and its exhibits.

Each Unit and its appurtenances constitute a "Condominium Parcel".

6.3 Use and Possession. An Owner is entitled to exclusive use and possession of his Unit. He is entitled to use the Properties in accordance with the purposes for which they are intended, but no use of the Unit or of the Properties may unreasonably interfere with the rights of other Owners of other persons having rights to use the Properties. No Unit may be divided or any fractional portion sold, leased or otherwise transferred. The use of the Properties, including the Units, shall be governed by the Condominium Documents as they may be amended from time to time and by the Rules and Regulations promulgated from time to time by the Board of Directors.

6.4 Special Provision Regarding Use When the Unit is Leased. When a Unit is leased, a tenant shall have all use rights Association property and common elements otherwise readily available for use generally by Owners, and the Owners shall not have such rights except as a Guest. Nothing in this Section 6.4 shall interfere with the access rights of the Owner as a landlord pursuant to Chapter 83, Florida Statutes. The Board of Directors of the Association shall have the right to adopt Rules and Regulations to prohibit dual usage by an Owner and a tenant of the Association property and common elements otherwise readily available for use generally by Owners.

SECTION 7. COMMON ELEMENTS.

7.1 Common Elements Defined. The common elements are as defined in Section 3.9 above.

7.2 Restraint Upon Separation and Partition of Common Elements. The undivided share of ownership in the common elements and common surplus appurtenant to a Unit cannot be conveyed or encumbered separately from the Unit and shall pass with the title to the Unit, whether or not separately described. No action shall lie for partition of the common elements.

SECTION 8. LIMITED COMMON ELEMENTS.

8.1 Description of Limited Common Elements. Certain common elements have been designated as limited common elements, reserved for the use of a particular Unit or Units, to the

exclusion of the other Units. The limited common elements and the Units to which their use has been designated are as described in this Declaration and as further identified on the Survey and Plot Plans (Exhibit "A"). The following common elements are hereby designated as limited common elements:

- A. Balcony/Patio. The balcony/patio is a limited common element of the Unit so served. The boundaries of the limited common elements are as follows: The upper boundary is the underside of the concrete slab; the lower boundary is the topside of the concrete slab; and the perimetrical boundary is from the side of the building to the edge of the balcony/patio. The limited common element balcony/patio shall include the screen enclosure, screen posts included.
- B. Windows, Screens, Screen Frames, Shutters, Awnings and Doors. The windows, screens, screen doors, screen frames, awnings, entry and sliding glass doors, including glass, hardware and framings/casings are limited common elements of the Unit served thereby, except that the screening and screen posts for the covered porch is part of the Unit.
- C. Utility Lines, Connections and Appurtenances. All utility lines, connections, pipes, wires and appurtenances which are located in the common elements but serve only one Unit shall be a limited common element of the Unit so served.
- D. Other. Any part of the common elements connected to or exclusively serving a single Unit, in which it is specifically required in Section 11 of the Declaration to be maintained, repaired or replaced at the expense of the Owner, shall be deemed a limited common element appurtenant to that Unit, whether specifically described in this Section 8.1 or not.

8.2 Exclusive Use; No Transfer of Use Rights. The exclusive use of a limited common element is an appurtenance to the Unit or Units to which it is designated or assigned. The right of exclusive use to each limited common element passes with title to the Unit, whether or not separately described, and cannot be separated from the Unit.

8.3 Conflict. In the event of conflict between this Section 8 and Exhibit "A" as to limited common elements, this Section 8 shall control and govern.

SECTION 9. ASSOCIATION. The operation of the Condominium is by LUCERNE POINTE CONDOMINIUM "C" ASSOCIATION, INC., a Florida corporation not for profit, which shall perform its functions pursuant to this Declaration and the following:

9.1 Articles of Incorporation. The Articles of Incorporation of the Association shall be the Articles of Incorporation attached as Exhibit "C", as amended from time to time.

9.2 By-Laws. The By-Laws of the Association shall be the By-Laws attached as Exhibit "D", as amended from time to time.

9.3 Membership and Voting Rights. The membership of the Association shall be as provided in the Articles of Incorporation and By-Laws. The Owners of each Unit shall collectively be entitled to that vote as more fully provided in the Articles of Incorporation and By-Laws.

9.4 Limitation on Liability.

- A. Notwithstanding its duty to maintain and repair certain Properties, the Association shall not be liable to the Owners for injury or damage caused by Properties for which the Association has responsibility to maintain. In the event that any portion of the Properties for which the Owner has maintenance responsibility under this Declaration, or any real or personal property of the Owner, shall be damaged in the course of the Association's maintenance, repair or replacement (or failure of the Association's maintenance, repair or replacement) of those Properties for which the Association has responsibility, the Owner shall bear the full risk of loss. The only exception under this Section 9.4.A is where the Association (whether for itself or its contractor) is guilty of gross negligence or intentional misconduct which causes the loss, in which case the Association bears the risk of loss created by same (with any available contribution from the contractor or others). This Section 9.4.A shall also apply where the loss results in the course of the Association's reconstruction and repair after casualty.
- B. The Association shall in no event be liable for any damages resulting from an Owner's breach of his maintenance, repair and replacement responsibility under this Declaration.

9.5 Purchase, Conveyance, Leasing and Mortgaging of Real Property. The Association shall be permitted to acquire title to real property (exclusive of Units in the Condominium) and convey same upon the prior vote of a majority of the entire voting interests of the Members of the Association. The authority of the Association to purchase Units is as set forth in the Articles of Incorporation. The Association may mortgage real property subject to the limitations of Section 3.2.C.2 of the Articles of Incorporation, which section is for this purpose incorporated herein by reference.

SECTION 10. ASSESSMENTS, CHARGES AND LIENS. The Association has the power to levy and collect assessments against each Unit and Owner in order to provide the necessary funds for proper operation and management of the Condominium and for the operation of the Association, including both annual assessments for each Unit's share of the common expenses as set forth in the annual budget, and special assessments for any proper common expenses. The Association may also levy Charges against individual Unit(s) and Owner(s) for any amounts, other than for common expenses, which are properly chargeable against such Unit and Owner under the Condominium Documents.

10.1 Common Expenses. Common expenses include all expenses of the operation, maintenance, repair, replacement, protection or insurance of the Properties, the expenses of operating the Association, fines levied by governmental authority, and any other expenses properly incurred by the Association for the Condominium, including any amounts budgeted for the purpose of funding reserve accounts. Common expenses may include the cost of cable television and telecommunication services, such pest control in the Units as the Board may provide from time to time, and such Unit appliance contracts as the Board may provide from time to time. Common expenses shall also include assessments levied by the Fairway Club Property Owners Association, Inc., who in turn collects assessments due and owing to Lucerne Lakes Master Homeowners' Association, Inc. and Lucerne Pointe Recreation Association, Inc.

10.2 Share of Common Expenses. Each Owner (collectively) and each Unit in each Condominium shall be liable for that share of the common expenses equal to each Owner's share of ownership of the common elements as stated in Section 6.1 above.

10.3 Ownership. Assessments collected by or on behalf of the Association become the property of the Association. No Owner has the right to claim, assign or transfer any interest therein except as an appurtenance to his Unit. No Owner has the right to withdraw or receive distribution of his share of the common surplus, except as otherwise provided in the Condominium Documents or by law.

10.4 Who is Liable for Assessments. The Owner of each Unit, regardless of how title was acquired, is liable for all assessments or installments thereon coming due while he is the Owner. Multiple Owners are jointly and severally liable. Except as otherwise provided in Section 10.8.A below, whenever title to a Unit is transferred for any reason, the transferee is jointly and severally liable with the transferor for all unpaid assessments against the transferor, regardless of when incurred, without prejudice to any right the transferee may have to recover from the transferor any amounts paid by the transferee.

10.5 No Waiver or Excuse From Payment. The liability for assessments may not be avoided or abated by waiver of the use or enjoyment of any common element, by abandonment of the Unit on which the assessments are made, by interruption in the availability of the Unit or the common elements or Association property for any reason whatsoever, or by dissatisfaction with the Association and/or its operation and policies. No Owner may be excused from payment of his share of the common expenses unless all Owners are likewise proportionately excused from payment, except as otherwise provided by the Condominium Act.

10.6 Application of Payments; Failure to Pay; Interest; Late Fees. Assessments and installments thereon paid on or before ten (10) days after the date due shall not bear interest, but all sums not so paid shall bear interest at the highest rate allowed by law on open accounts at the particular time, calculated from the date due until paid; and shall result in the imposition of a late fee equal to the maximum amount permitted by the Condominium Act from time to time.

(Currently, the maximum is the greater of \$25.00 or five (5%) percent of the late payment). Assessments and installments thereon shall become due, and the Owner shall become liable for the assessments or installments, on the date established in the By-Laws or otherwise set by the Board of Directors of the Association for payment. All payments on account shall be applied in the following order irrespective of any restrictive endorsement, designation or instruction placed on or accompanying any payment: To interest, late fees, costs and attorneys' fees, and annual and/or special assessments first due and owing. If payment is made by check which fails to clear, then the Owner shall be considered not to have made payment.

10.7 Liens. The Association has a lien on each Unit securing payment of past due assessments, including late fees so long as not prohibited by the Condominium Act at the particular time, and including interest and attorneys' fees and costs incurred by the Association incident to the collection of the assessment or enforcement of the lien, whether before, during or after a lien foreclosure suit or other lawsuit. Any claim of lien recorded shall state the legal description of the Unit, the name of the record Owner, the assessments past due and the due dates. The claim of lien is effective from and has those priorities as stated in the Condominium Act as amended from time to time and is in effect until barred by law. The claim of lien secures all unpaid assessments, applicable late fees, interest, costs and attorneys' fees coming due prior to a final judgment of foreclosure. Upon full payment, the person making the payment is entitled to a satisfaction of the lien. The Association is empowered through the Board to assign its lien rights for recovery of unpaid assessments to a third party.

10.8 Priority of Lien; Liability of Mortgagees and Other Lienholders; Leases.

- A. Rights of Mortgagees and Other Lienholders. The liability and priority of mortgagees and other lienholders and successors in title to Units as result of a mortgage or lien foreclosure shall be as provided in the Condominium Act as amended from time to time.
- B. Leases. Any lease of a Unit shall be subordinate and inferior to any claim of lien of the Association, regardless of when the lease was executed.

10.9 Foreclosure of Lien; Action at Law. The Association may bring an action in its name to foreclose its lien for unpaid assessments in the manner provided for in the Condominium Act and may also bring an action to recover a money judgment for unpaid assessments without waiving any lien rights. In addition to any assessments due, the Association shall be entitled to recover interest, and all costs of collection, including court costs and paralegal and attorneys' fees. Late fees are recoverable at law, and as part of the claim of lien unless prohibited by the Condominium Act from time to time. If the Owner remains in possession of the Unit after a foreclosure judgment has been entered, the court, in its sole discretion, may require the Owner to pay a reasonable rental for the Unit. If the Unit is rented or leased during the pendency of the foreclosure action, the Association is entitled to the appointment of a receiver, which may be the Association, to collect the rent. Such receiver shall be appointed pursuant to a court order in the foreclosure action. If some person other than the Association acts as receiver, then the cost of the receiver shall be borne by the party

which did not prevail in the lawsuit. Homestead shall not be a defense to a mortgage foreclosure action.

10.10 Certificate As To Assessments. The Association shall provide a certificate stating whether all assessments and other monies owed to the Association by the Owner with respect to the Unit have been paid, within fifteen (15) days after request by an Owner or mortgagee. Any person other than the Owner who relies upon such certificate shall be protected thereby. The Association may charge a reasonable fee for providing such certificate.

10.11 Charges.

- A. Defined. Each Unit and Owner shall be liable for Charges levied by the Association against the Unit and Owner, with the due date as per invoice from the Association. Charges shall be deemed to include but not be limited to: maintenance or other services furnished by the Association for the benefit of an Owner; damages; and any other sums other than assessments which are referred to as Charges in the Condominium Documents. At no time shall a Charge be deemed an assessment under the Condominium Act or under the Condominium Documents, nor subject to a lien.
- B. Who is Liable for Charges. The Owner of each Unit, regardless of how title was acquired, is liable for all Charges coming due while he is the Owner. Multiple Owners are jointly and severally liable.
- C. Application of Payments; Failure to Pay; Late Fees; Interest. Charges paid on or before the date due shall not bear interest, but all sums not so paid shall bear interest at the highest rate allowed by law on open accounts at the particular time, calculated from the date due until paid; and shall result in the imposition of a late fee equal to the greater of \$25.00 or five (5%) percent of the late payment. All payments on account shall be applied in the following order irrespective of any restrictive endorsement, designation or instruction placed on or accompanying any payment: To interest, late fees, costs and attorneys' fees, and Charges first due and owing. If payment is made by check which fails to clear, then the Owner shall be considered not to have made payment.
- D. Collection of a Charge. The Association may bring an action to recover a money judgment for the unpaid Charges and shall be entitled to recover interest, late fees, and all costs of collection, including court costs and attorneys' fees, including those incurred in connection with appellate, bankruptcy and administrative proceedings.

SECTION 11. MAINTENANCE, REPAIR AND REPLACEMENT; MAINTENANCE STANDARDS; ALTERATIONS AND IMPROVEMENTS. Responsibility for the protection, maintenance, repair and replacement of the Properties, and maintenance standards shall be as follows:

11.1 Association Maintenance. In addition to other provisions contained elsewhere in this Declaration, the following Properties shall be protected, maintained, repaired and replaced by the Association at the expense of the Association, as an item of common expense:

- A. Common Elements and Association Property. All common elements and Association property.
- B. Limited Common Elements. No limited common elements.
- C. Exterminating. The Association shall be responsible to provide pest control to the common elements. In the event that in order for the Association to discharge its duty under this Section 11.1.D, the building must be "tented", the Association shall be responsible only for the cost of the actual tenting, and not for an Owner's or occupant's incidental expenses such as food and lodging, and not for any losses to property within the Unit due to the tenting process. All Owners and Occupants shall be responsible to remove themselves, their pets and their perishable items upon reasonable notice by the Association, in order for tenting to be effected. Any Owner (for himself and/or for his tenants and other occupants) who fails to so cooperate shall be liable to the Association for damages caused by delays and otherwise. The Association shall be entitled to a preliminary injunction order requiring compliance with this Section 11.1.C.

11.2 Owner Maintenance. Each Owner is responsible, at his own expense, for the maintenance, repair, and replacement of the following Properties:

- A. Units. All portions of the Unit, whether the maintenance, repair or replacement is ordinary or extraordinary; exclusive of exterminating in the Unit only if undertaken by the Association as a common expense.
- B. Limited Common Elements. All portions of the limited common elements.
- C. Miscellaneous Covenants and Understandings of Each Owner.
 - 1. Each Owner must perform promptly all maintenance, repairs and replacement which is necessary to ensure a high quality condition and appearance and/or which if not performed would affect any of the Properties, including any Unit(s) belonging to any other Owner(s).
 - 2. Each Owner shall be liable for any damages or costs incurred which arise due to his/her failure to perform the maintenance, repair and replacement responsibilities under this Section 11.
 - 3. Each Owner shall promptly report to the Association or its agents any defect or need for repair on the Properties for which the Association is responsible to maintain, repair and replace under this Declaration.
 - 4. No Owner shall do anything which would adversely affect the safety or soundness or cause damage to the common elements or any other portion of the Properties for which the Association is obligated

to maintain under this Declaration. The opinion of the Board of Directors shall control in determining whether the safety or soundness of the Properties is adversely affected or damage might be caused to such Properties.

5. Each Owner is responsible for the expense of all decorating within his own Unit, including painting, wall papering, paneling, floor covering, draperies, window shades, curtains, lamps and other light fixtures, and other interior furnishings and interior decorating.

11.3 Maintenance Standards for Owners and Residents. The maintenance obligations of the Owners and residents under this Declaration shall be performed to ensure a first class and high quality appearance of the Condominium at all times. Each Owner must perform promptly all maintenance, repairs and replacement for which the Owner is responsible, which are necessary to ensure such first class and high quality appearance. No Owner or resident shall impede or otherwise perform or interfere with the maintenance responsibilities of the Association under this Declaration. Each Owner and resident shall be governed by maintenance standards which may be adopted from time to time by the Association. The following constitutes maintenance standards for the Owners and residents, which the Board of Directors of the Association is empowered to supplement from time to time without having to amend this Declaration:

- A. Windows and Glass Doors. Broken or cracked glass shall be immediately replaced for safety concerns as well as cosmetic reasons.
- B. Screens and Screen Frames. Torn, cut or otherwise damaged screening and damaged screen frames shall be replaced with new materials as reasonably soon as possible after the damage occurs. Screen frames shall be unbent and in good condition at all times.

11.4 Alterations and Improvements by the Owners and Residents.

- A. Limited Rights of Owners and Residents. A uniform scheme and appearance of the buildings has been established. Therefore, the rights of the Owners and occupants to make alterations and improvements to the exteriors of the building; and outside of the building; and alterations, improvements, decorations and changes on the interiors of the Units which can be viewed from outside of the Units; are subject to the prior written approval of the Board of Directors.
 1. Proviso: No Owner shall be required to obtain the approval of the Association for the installation of any antenna or satellite dish which is protected by federal law. The guidelines for permitted antenna and satellite dish installations are set forth in Section 11.4.C.5 below.
- B. Removal of Interior Partition Wall; Other:
 1. Interior Partition Wall. If any Owner desires to remove any interior partition wall, same shall be permitted so long as the removal would not materially affect or interfere with the utility services constituting

common elements, if any, located therein. However, if a permit from a governmental entity is required, the Owner shall provide a copy of same to the Association prior to the start of the work; it is understood that the Association is not liable for an Owner's non-compliance with the permit(s) or any building codes.

2. Exteriors. Board approval is required as to any alteration, improvement, decoration or change on the exterior of the Unit which cannot be viewed from the outside of the Units to the extent that same materially affects or interferes with the structural integrity of a load bearing wall or column.

C. Architectural Standards. The following constitute architectural standards for the Condominium, applicable to the Owners and Occupants, for which prior written Board approval is required:

1. Hurricane Protection. The only type of hurricane protection is impact glass supplied as part of the original construction of the building, except that the second bedroom in each Unit type may be protected by use of metal panels supplied by the Developer. No other hurricane protected shall be permitted.
2. Windows. Reflective material/window tinting is/are permitted on the windows so long as the color is gray. At no time shall aluminum foil be permitted on the inside or outside of the windows. Window treatments must be white, off-white or beige when viewed from the outside.
3. Airconditioning/Heating Units. Wall and window airconditioning and heating units are not permitted on Units.
4. Signs. No signs of any type shall be maintained, kept or permitted on any of the Properties, including Unit (interior or exterior) such that they may be viewed from the common elements, limited common elements or other Units.

Exceptions: The following shall not violate this Section 11.4.C.4:

- (a) Official notices of the Association.
 - (b) Signs erected or installed by the Developer.
5. Antennae and Satellite Dishes. The only antennae and satellite dishes permitted shall be those that are protected by federal law. In no event shall any restrictions imposed in this Section 11.4.C.5 impair a viewer's ability to receive an acceptable signal or impose any unreasonable delay or expense, as recognized by the administrative rules adopted from time to time by the Federal Communications Commission ("FCC") and any applicable cases or administrative rulings as exist from time to time. Until federal law or the applicable FCC cases and rulings change, which changes are automatically incorporated into this Declaration without the need to

amend in the future, a satellite dish or antenna installation must be situated entirely within the boundaries of the Unit. Notwithstanding any provision contained in this Declaration to the contrary, the approval of the Board of Directors of the Association will not be required for installations referred to under this Section 11.4.C.5. No other satellite dishes or antennae are permitted.

11.5. Alterations and Improvements by the Association. Subject to the provisions of Sections 16 and 17 below, the following shall apply: The Association shall have the right to make or cause to be made alterations or improvements to the common elements or Association property which are approved by the Board of Directors. However, if the cost of same shall exceed 5% of the annual budget cumulatively in a budget year, then the alteration or improvement may not be made unless approved by the vote of a majority of the voting interests of those members present in person or by proxy and voting at a members meeting. The foregoing provisions are instead of the restrictions on material alterations contained in F.S. 718.113(2).

- A. Proviso. Notwithstanding the foregoing to the contrary, in the event any alteration or improvement is also necessary or beneficial in the maintenance, repair, replacement or protection of the Properties or Owners or Occupants, then such alteration or improvement shall not require the approval of the Owners.

SECTION 12. USE RESTRICTIONS. The use of the Properties shall be in accordance with the following provisions as long as the Condominium exists:

12.1 Occupancy of Units.

- A. Each Unit shall be occupied by Owners and tenants and their family members and Guests, invitees and servants, as a residence and for no other purpose, subject to any other provision in this Declaration and in the Rules and Regulations relating to use of the Unit.
- B. Age restrictions are contained in Section 25 below.

12.2 Subdivision. No Unit may be subdivided into more than one Unit. Only entire Units may be sold, leased or otherwise transferred.

12.3 Pets and Animals.

- A. Owners, tenants and Guests are permitted to have pets and animals as a privilege, only as follows:
 - 1. Animals and pets shall be restricted to birds in cages kept inside the Unit, animals typically kept in terrariums and fish in tanks. No such pet or animal shall be bred or kept for commercial purposes. No other pets shall be permitted.

2. The pet/animal owner and the Owner of the Unit involved shall be strictly liable for damages caused by the pet/animal to the Properties.
 3. Any pet/animal owner's privilege to have a pet/animal reside in the Condominium shall be revoked if the pet/ animal shall create a nuisance or shall become a nuisance.
- B. Visitors and Guests. Visitors and Guests are not allowed to bring a pet to the Condominium.
- C. Exception. The provisions of this Section 12.3 shall yield where necessary to meet the needs of handicapped persons pursuant to fair housing laws.

12.4 Vehicles and Parking. There are no parking areas within this Condominium. However, Fairway Club Property Owners Association, Inc. owns parking spaces, 56 of which are assigned for use in connection with the Condominium. These 56 parking spaces are set forth in Exhibit "A" to this Declaration.

12.5 Nuisances, Ordinances and Laws. No Owner, occupant or Guest shall use any of the Properties, or permit same to be used, in any manner which is unreasonably disturbing, detrimental or a nuisance to the Owner(s), occupant(s) and Guest(s) of other Unit(s), or which would not be consistent with the maintenance of the highest standards for a first class residential development, nor permit the Properties to be used in a disorderly or unlawful way, nor which will produce an insurance risk for the Association or other Owners or occupants. The use of each Unit shall be consistent with existing ordinances and laws and the Condominium Documents, and occupants shall at all times conduct themselves in a peaceful and orderly manner. No instrument, stereo, radio or television shall be played between the hours of 11:00 p.m. and 8:00 a.m. if same can be heard by any other Owners or occupants.

- A. Flammable materials may not be stored on the Properties.

12.6 No Business Activity. No business or commercial activity or enterprise of any kind whatsoever shall be erected, maintained, operated, carried on, permitted or conducted on the Properties, including Units. Provisos. Notwithstanding the foregoing to the contrary:

- A. Any business which qualifies as a home occupation under the applicable zoning code shall be permitted. However, a day care or child care facility or operation (regardless of age) shall not be permitted, irrespective of whether same is a home occupation.
- B. The practice of leasing Units shall not be considered as a business activity under this Section 12.6.
- C. The business of operating the Association shall not be considered as business activity under this Section 12.6.

12.7 Trash and Garbage. No trash shall be discarded on any part of the Condominium property except in receptacles supplied by the Association. Receptacles are not to be used for

disposal of furniture, appliances, carpeting, trees and any other large objects. Grease and cooking oil shall not be poured into the garbage disposal or sink drain. All garbage and rubbish (excluding glass bottles, newspapers) must be securely tied in plastic bags. Aluminum and other recyclables, including glass shall be rinsed and then placed in receptacles made available by collection authorities and if not then made available by the Association. Bulk trash shall never be allowed to remain in any of the commonly used areas of the Condominium. The foregoing is subject to any regulations and policies of the collection authorities and Rules and Regulations of the Association.

12.8 No Solicitation. No business solicitation whatsoever is permitted in the Condominium, whether or not such solicitation is for the benefit of a non-profit organization, whether in person or by hand delivery of letters, without the permission of the Association. This shall not preclude an Owner from inviting a person or firm to enter the Condominium for the purpose of contracting business with the Owner.

12.9 Loitering. Loitering on the Properties shall be prohibited and shall constitute a nuisance.

SECTION 13. LEASING OF UNITS.

An Owner may lease only his entire Unit, and then only in accordance with the Declaration, after receiving the approval of the Association as provided for in this Section 13. Reference to "leasing" in this Section 13 shall also include rental. Prior approval is also required in connection with any lease renewal and in connection with any change in occupancy under, during or along with a lease. A lease or rental shall exist if any form of consideration (whether for services, employment or otherwise) is paid or exchanged. Any lease, lease renewal or change in occupancy under, during or along with a lease is referred to in this Section 13 as a "Transfer".

13.1 Procedures.

- A. Notice by the Owner. An Owner shall give to the Board of Directors or its designee written notice of an intended Transfer at least thirty (30) days prior to the proposed Transfer and occupancy thereunder, together with the name and address of the proposed lessee(s), an executed copy of the proposed lease, and such other information as the Board may reasonably require. The Board may require the personal appearance of any lessee(s), and his/her spouse and any other intended occupants, as a condition of approval.
- B. Approval. After the required notice and all information, transfer fee, and appearances requested have been provided, the Board shall approve or disapprove the proposed Transfer within thirty (30) days. If the Board neither approves nor disapproves within this time period, such failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a letter of approval to the Owner.

C. Disapproval. A proposed Transfer shall be disapproved only if a majority of the whole Board so votes, and in such case the Transfer shall not be made. Appropriate grounds for disapproval shall include, but not be limited to, any one or more of the following:

1. The Owner is delinquent in the payment of assessments at the time the application is considered, and the Owner does not bring the delinquency current (with any interest, late fees, costs and attorneys' and paralegal fees also due and owing) within a time frame required by the Board of Directors;
2. The Owner has a history of leasing his/her Unit to troublesome lessees and/or refusing to control or accept responsibility for the occupancy of his Unit;
3. The real estate company or agent handling the leasing transaction on behalf of the Owner has a history of screening lessee applicants inadequately or recommending undesirable lessees;
4. The application on its face appears to indicate that the person seeking approval and/or intended occupants intend(s) to conduct himself/themselves in a manner inconsistent with and/or are unable to comply with the Condominium Documents and/or Rules and Regulations of the Association;
5. The prospective lessee or other intended occupants have been convicted of a felony involving violence to persons or property, or a felony demonstrating dishonesty or moral turpitude;
6. The prospective lessee or other intended occupants have a history of conduct which evidences disregard for the rights and property of others;
7. The lessee or other intended occupants, during previous occupancy, have evidenced an attitude or disregard for the Condominium Documents and/or Rules and Regulations of the Association;
8. The lessee(s) or intended occupants have failed to provide the information or appearances required to process the application in a timely manner, or provided false information during the application process; or the required transfer fee is not paid; or
9. The Owner fails to give proper notice of his intention to lease his Unit to the Board of Directors.

Notice of disapproval shall be sent or delivered in writing to the Unit Owner.

D. Failure to Give Notice or Obtain Approval. If proper notice is not given, the Board at its election may approve or disapprove the lease.

E. Unapproved Transfers. Any Transfer which is not approved, or which is disapproved pursuant to the terms of this Declaration, shall be void unless subsequently approved in writing by the Board of Directors. The Association shall have the right to remove any occupant(s) and personal belongings by

injunctive relief or by other means provided in this Declaration should this Section 13 be violated.

- F. Application Form. The Association is vested with the authority to prescribe an application form such as may require specific personal, social, financial, and other data relating to the intended lessee(s), and occupants, as may reasonably be required by the Association in order to enable the Association to reasonably investigate the intended lessee(s), and occupants within the time limits extended to the Association for that purpose as set forth in this Section 13. The application shall be complete and submitted to the Association along with and as an integral part of the notice of intended Transfer.
- G. Transfer Fee. The Board of Directors is empowered to charge a fee in connection with and as a condition for the approvals set forth in this Section 13. The current amount is \$100.00 per applicant, with husband and wife and dependent children to be considered as one applicant. Such amount shall increase to the maximum amount permitted by the Condominium Act as amended from time to time. So long as and only so long as prohibited by law at the particular time, there shall be no transfer fee in connection with the renewal of a lease, with the same lessee, if the renewed lease term immediately follows the expiration of the previous lease term.
- H. Certain Exceptions. Section 13.1 shall not apply to a transfer to or purchase by an Institutional Mortgagee that acquires its title as the result of owning a mortgage upon the Unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings; nor shall such Section 13.1 apply to a transfer, sale or lease by an Institutional Mortgagee that so acquires its title. Nor shall such Section require the approval of a purchaser who acquires title to a Unit at a duly advertised public sale with open bidding provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale.
1. Proviso. This Section 13.1.H shall not be construed to exempt the foregoing from compliance or permit the foregoing to be in noncompliance with the Condominium Act and all other provisions of the Condominium Documents and Rules and Regulations of the Association; nor shall the grantee (other than another Institutional Mortgagee) of the foregoing be exempt from the requirements of this Section 13.1.

13.2 Contents in Lease Agreement. Every lease as of the Effective Date of this Declaration, whether oral or written shall contain, and if it does not contain, shall automatically be deemed to contain, the following:

- A. The lessee and all occupants shall abide by all provisions of the Condominium Documents and reasonable Rules and Regulations, as amended from time to time, the failure of which shall constitute a material default and breach of the lease.
- B. The parties recognize that the Association, as agent for the landlord/Owner, has the power to evict the tenants and occupants under Chapter 83, Florida Statutes, for violations of the Condominium Documents and reasonable Rules and Regulations, as amended from time to time.

13.3 Minimum and Maximum Terms; Frequency of Leasing. The minimum term for any lease shall be four (4) consecutive months and the maximum term for any lease shall be twelve (12) consecutive months. Units may be leased only twice in any calendar year; the first day of the lease term shall determine the date on which the lease is made.

13.4 Subleasing; Renting Rooms. Subleasing of a Unit shall be absolutely prohibited. Furthermore, no rooms shall be rented in any Unit. The intention is that only entire Units may be rented, and Units may not be sublet.

SECTION 14. OWNERSHIP AND TRANSFER OF OWNERSHIP OF UNITS. In order to maintain a community of congenial, financially responsible residents with the objectives of protecting the value of the Units, inhibiting transiency, and facilitating the development of a stable, quiet community and peace of mind for all residents, the transfer of the ownership of a Unit shall be subject to the following provisions so long as the Condominium exists, which provisions each Owner of a Unit agrees to observe.

14.1 Forms of Ownership.

- A. General. There is no limitation as to the ownership of Units in this Condominium.
- B. Life Estate. A Unit may be subject to a life estate, either by operation of law or by a voluntary conveyance approved under Section 14.2 below. In that event, the life tenant shall be the only Association member from such Unit, and the occupancy of the Unit shall be as if the life tenant was the only Owner. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy rights unless separately approved by the Association. The life tenant shall be liable for all assessments and Charges against the Unit. Any consent or approval required of Association members may be given by the life tenant alone, and the consent or approval of the holders of the remainder interest shall not be required. If there is more than one life tenant, they shall be treated as coowners.

14.2 Transfer of Ownership of Units.

- A. Transfers Subject to this Section 14.2

1. Sale or Gift. No Owner may dispose of a Unit or any interest in the Unit by sale or gift (including agreement for deed) without prior written approval of the Board of Directors.
2. Devise or Inheritance. If any Owner acquires his title by devise or inheritance, his/her right to occupy or use the Unit shall be subject to the approval of the Board of Directors.
3. Other Transfers. If any person acquires title in any manner not considered in the foregoing sections (1) or (2), his right to occupy or use the Unit shall be subject to the approval of the Board of Directors (that person having no right to occupy or use the Unit before being approved by the Board of Directors) under the procedures outlined in Section 14.2.B below.

The foregoing is sometimes referred to in this Section 14 as a "Transfer".

B. Procedures.

1. Notice to Association.

- (a) Sale or Gift. An Owner intending to make a sale or gift of his Unit or any interest in the Unit shall give to the Board of Directors or its designee written notice of such intention at least thirty (30) days prior to the intended closing date, together with the name and address of the proposed purchaser or donee, an executed copy of the sales contract, if any, and such other information as the Board may reasonably require. The Board may require the personal appearance of any purchaser (s) or donee(s) and his/her spouse and other intended occupants, as a condition of approval.
- (b) Devise, Inheritance or Other Transfers. The transferee(s) must notify the Board of Directors of his/her ownership and submit a certified copy of the instrument evidencing his/her ownership and such other information as the Board may reasonably require. The transferee(s) shall have no occupancy or use rights unless approved by the Board.
- (c) Demand. With the notice required in Subsection (1)(a) above, the Owner or transferee seeking approval may make a written demand that if the transfer is disapproved without good cause, the Association shall furnish an approved alternate purchaser upon the same price and terms as in the disapproved sales contract, or if no contract is involved, for the fair market value of the Unit determined as provided below. This obligation of the Association exists only if the written demand is made by the Owner or transferee along

with and at the same time as the provision of the Subsection (1)(a) notice.

(d) Failure to Give Notice. If no notice is given, the Board of Directors, at its election, may approve or disapprove at the time it learns of the transfer. If any Owner fails to obtain the Association's approval prior to selling an interest in a Unit, or making a gift of the Unit, such failure shall create a rebuttable presumption that the seller and the purchaser, or Owner making the gift, intend to violate the covenants of this Declaration, and shall constitute good cause for Association disapproval.

2. Approval. Within thirty (30) days of receipt of the required notice, transfer fee, personal appearances and information requested, the Board shall approve or disapprove the transfer. If a transfer is approved, the approval shall be stated in an Association Certificate in recordable form and delivered to the transferee. If the Board neither approves nor disapproves within this thirty (30) day time limit, such failure to act shall be deemed the equivalent of approval and on demand the Board shall issue an Association Certificate to the transferee.

3. Disapproval.

(a) With Good Cause. Approval of the Association shall be withheld if a majority of the whole Board so votes. Only the following may be deemed to constitute good cause for disapproval:

- (i) The person seeking approval or intended occupants have been convicted of a felony involving violence to persons or property, or a felony demonstrating dishonesty or moral turpitude;
- (ii) The person seeking approval 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 persons seeking approval or intended occupants intend(s) to conduct himself/themselves in a manner inconsistent with and/or are unable to comply with the Condominium Documents and/or the Rules and Regulations of the Association;
- (iv) The person seeking approval or intended occupants have a history of disruptive behavior or disregard for the rights or property of others;

- (v) The person seeking approval or intended occupants have evidenced an attitude of disregard for covenants or restrictions applicable to the Condominium and/or Rules and Regulations of the Association, by his conduct in the Condominium as a tenant, Owner or occupant of a Unit, or such attitude at the personal appearance before the Board or its designee; or
 - (vi) The person seeking approval has failed to provide the information, fees or appearances required to process the application in a timely manner, or provided false information during the application process.
- (b) Without Good Cause. If the Board disapproves without good cause, and if the Owner or transferee has made the demand set forth in Section 14.2.B(1)(c) above, then within sixty (60) days after the Board meeting at which the disapproval took place, the Board shall deliver in writing to the Owner or transferee (hereafter "the seller") the name of an approved purchaser who will purchase the Unit upon substantially the same price and terms as in the disapproved sales contract. If no sales contract was involved, or if the Association challenges the contract price as not being a good faith purchase price, then the purchase price shall be paid in cash, and the price to be paid shall be determined by agreement, or in the absence of agreement, shall be the fair market value determined by the arithmetic average of appraisals by two MAI appraisers, one selected by the seller and the other by the Association. The cost of the appraisals, and all other closing costs in cases where no sales contract is involved, shall be shared equally by the buyer and seller, except that the purchaser shall pay for his own title insurance, and all costs of mortgage financing; real property taxes and Condominium assessments and Charges shall be prorated for the year of closing and the parties shall bear their own attorneys' fees, if any. The closing shall take place no longer than sixty (60) days after the date of Board disapproval or thirty (30) days after determination of fair market value by appraisal, whichever occurs last. Failure to close by the seller shall constitute a breach of contract and shall entitle the purchaser to specific performance or damages.

- (c) Automatic Approval. If the Board fails to deliver the name of the approved purchaser within sixty (60) days as required above, or if the approved purchaser defaults in his/her purchase, then the original proposed purchaser shall be deemed to be approved, despite the Board's former disapproval, and upon demand an Association Certificate shall be issued.

14.3 General Provisions.

- A. Unapproved Transfers. Any Transfer which is not approved, or which is disapproved pursuant to the terms of this Declaration, shall be void unless subsequently approved in writing by the Board of Directors. The Association shall have the right to remove any occupant(s) and personal belongings by injunctive relief or by other means provided in this Declaration should this Section 14 be violated.
- B. Application Form. The Association is vested with the authority to prescribe an application form such as may require specific personal, social, financial, and other data relating to the intended purchasers or new owners, and occupants, as may reasonably be required by the Association in order to enable the Association to reasonably investigate the intended purchasers, new owners and occupants within the time limits extended to the Association for that purpose as set forth in this Section 14. The application shall be complete and submitted to the Association along with and as an integral part of the notice of intended Transfer.
- C. Transfer Fee. The Board of Directors is empowered to charge a fee in connection with and as a condition for the approvals set forth in this Section 14. The current amount is \$100.00 per applicant, with husband and wife and dependent children to be considered as one applicant. Such amount shall increase to the maximum amount permitted by the Condominium Act as amended from time to time.
- D. Certain Exceptions. Section 14.2 shall not apply to a transfer to or purchase by an Institutional Mortgagee that acquires its title as the result of owning a mortgage upon the Unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings; nor shall such Section 14.2 apply to a transfer, sale or lease by an Institutional Mortgagee that so acquires its title. Nor shall such Section require the approval of a purchaser who acquires title to a Unit at a duly advertised public sale with open bidding provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale.
1. Proviso. This Section 14.3.D shall not be construed to exempt the foregoing from compliance or permit the foregoing to be in

noncompliance with the Condominium Act and all other provisions of the Condominium Documents and Rules and Regulations of the Association; nor shall the grantee (other than another Institutional Mortgagee) of the foregoing be exempt from the requirements of Section 14.2 above.

SECTION 15. INSURANCE. The insurance, other than title insurance, that shall be carried upon the Properties and the property of the Owners shall be governed by the following provisions:

15.1 Authority to Purchase. All insurance policies (except as hereinafter allowed) shall be purchased by the Association for itself and as agent for the Owners and their mortgagees as their interests may appear.

15.2 Owners. Each owner may obtain insurance at his or her own expense, affording coverage upon his or her personal property and for his or her personal liability, for owner or mortgagee title insurance, and as may be required by law.

15.3 Coverage:

- A. Casualty. The Building and Improvements and all personal property owned by the Association (exclusive of the Owners' personal property, additions and/or alterations installed, and upgrades installed or provided by the Owner or by the Developer but not found on the building plans, and exclusive of Unit wall, floor and ceiling coverings) shall be insured in an amount equal to the maximum insurable replacement value thereof (exclusive of excavation and foundations) as determined by the insurance company affording such coverage. The coverage shall also exclude electrical fixtures, appliances, airconditioning and heating equipment, water heaters and built-in cabinets which are located in the Unit and are maintained by the Owner under Section 11.2 of the Declaration. Such coverage shall afford protection against:
1. Loss or damage by fire, windstorm and other hazards covered by a standard extended coverage endorsement.
 2. Such other risks as from time to time customarily covered with respect to buildings similar in construction, location and use of the buildings, including but not limited to flood insurance, vandalism and malicious mischief.
- B. Public liability and property damage in such amounts and in such forms as shall be required by the Association, including but not limited to legal liability, hired automobile, non-owned automobile, and off-premises employee coverages.
- C. Worker's compensation and unemployment compensation to meet the requirements of law.

15.4 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association and charged as common expenses. Deductibles shall be permitted.

15.5 All insurance policies purchased by the Association shall be for the benefit of the Association and the Owners and their mortgagees, as their respective interests may appear.

SECTION 16. RECONSTRUCTION OR REPAIR AFTER CASUALTY.

16.1 If any part of the common elements or Units shall be damaged or destroyed by casualty, the same shall be repaired or replaced unless such damage rendered 75% or more of the Units in a Condominium untenable and 80% of the voting interests of the members, voted a meeting called and held within sixty (60) days of the casualty or thirty (30) days after the insurance claim is adjusted (whichever comes later), vote against such repair or replacement, in which event the proceeds shall be distributed to the Owners in the Condominium and their mortgagees, as their interests may appear, and the Condominium shall be terminated as provided in Section 18 below.

16.2 Any such reconstruction or repair shall be substantially in accordance with the original plans and specifications utilized in construction.

16.3 Estimates of Costs. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property, insofar as reasonably possible, in a condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Board of Directors desires.

16.4 Assessments. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction and repair by the Association (including the aforesaid fees and premium, if any) special assessments shall be made against the Owners in sufficient amounts to provide funds to pay the estimated costs for the Condominium.

16.5 Construction Funds. The funds for payment of costs of reconstruction and repair after casualty shall be disbursed in the following manner:

- A. Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with an Owner to such contractors, suppliers and personnel as do the work or supply the materials or services required for such reconstruction or repair, in such amounts and at such times as the Owner may direct, or if there is a mortgagee endorsement, then to such payees as the Owner and the first mortgagee jointly direct. Nothing contained herein, however, shall be construed as to limit or modify the responsibility of the Owner to make such reconstruction or repair.

- B. Association. The balance shall be retained by the Association to pay for the reconstruction or repair and all associated costs.

16.6 Insurance Adjustments. Each Owner shall be deemed to have delegated to the Board of Directors his or her right to adjust with insurance companies all losses under policies purchased by the Association except in any case where all responsibility of reconstruction and repair lies with the Owner, subject to the rights of mortgagees of such Owners.

SECTION 17. CONDEMNATION OR EMINENT DOMAIN:

17.1 Deposit of Awards with Association. The taking of all or any part of the Properties by condemnation or eminent domain shall be deemed to be a casualty to the portion taken and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty. Even though the awards may be payable to Owners, the Owners shall deposit the awards with the Association; and if any fail to do so, a Charge shall be made against a defaulting Owner in the amount of his award, or the amount of that award shall be set off against any sums payable to that Owner; the Charge shall be collected as provided for in this Declaration.

17.2 Determination Whether to Continue Condominium. Whether the Condominium will be continued after condemnation will be determined in the same manner provided for determining whether damaged property will be reconstructed and repaired after a casualty.

17.3 Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of all awards and special assessments will be deemed to be Condominium property and shall be owned and distributed in the manner provided for insurance proceeds when the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced, the Owners of condemned Units, if any, will be made whole, and any property damaged by the taking will be made usable in the manner provided below. Proceeds of awards and special assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursements of funds after a casualty.

17.4 Association as Agent. The Association is hereby irrevocably appointed as each Unit Owner's attorney-in-fact for purposes of negotiating or litigating with the condemning authority for the purpose of realizing just compensation.

17.5 Taking of Common Elements and Association Property. Awards for the taking of common elements and Association property shall be used to make the remaining portion of the common elements usable in a manner approved by the Board of Directors. The balance of such awards, if any, shall be distributed to the Owners in the shares in which they own the common elements after adjustment of these shares on account of the condemnation, if any. If a Unit is mortgaged, the remittance shall be paid jointly to the Owner and the mortgagee(s) of the Unit.

17.6 Priority-Conflict. In the event of any conflict between Section 16 and this Section 17, the provisions of this Section 17 shall control and govern.

17.7 To the extent there is any conflict between the terms of this Section 17 and any of the terms contained in the mortgage(s) held by primary Institutional First Mortgagee, the provisions of said mortgage(s) shall control.

SECTION 18. TERMINATION. The Condominium shall be terminated, if at all, in the following manner:

18.1 By the agreement of one hundred percent (100%) of the Owners which agreement shall be evidenced by an instrument or instruments executed in the manner required for conveyance of land. The termination shall become effective when such agreement has been recorded according to law. In the event of damage or destruction by casualty as set forth in Section 16 of this Declaration, the required percentage shall be eighty percent (80%).

18.2 Shares of Owners after Termination. After termination of the Condominium, the Owners in the Condominium shall own the property as tenants in common in undivided shares and the holders of mortgages and liens against the Unit or Units formerly owned by such Owners shall have mortgages and liens upon the respective undivided shares of the Owners. Such undivided shares of the Owners shall be their percentages of ownership of the common elements. All funds held by the Association, except for the reasonably necessary expenses of winding up, shall be disbursed to the Owners in said shares. The costs incurred by the Association in connection with a termination shall be a common expense.

18.3 Following Termination. The property may be partitioned and sold upon the application of any Owner in the Condominium. Provided, however, that if the Board of Directors following a termination by unanimous vote, determines to accept an offer for the sale of the property as a whole, each Owner shall be bound to execute such deeds and other documents reasonably required to effect such sale at such times and in such forms as the Board of Directors directs. In such event, any action for partition or other division of the property shall be held in abeyance pending such sale, and upon the consummation thereof shall be discontinued by all parties thereto.

18.4 The Members of the Last Board of Directors shall continue to have such powers as in this Declaration are granted, notwithstanding the fact that the Association itself may be dissolved upon a termination.

SECTION 19. COMPLIANCE AND DEFAULT; REMEDIES.

19.1 Duty to Comply; Right to Sue.

- A. Each Owner, each tenant and other invitee, and the Association, shall be governed by and shall comply with the provisions of the Condominium and Corporate Act, the Condominium Documents, and the Rules and Regulations. Actions for damages, for injunctive relief, and/or for declaratory relief, for failure to comply may be brought by the Association, by an Owner or by a tenant or other invitee occupying a Unit against:
1. The Association;
 2. An Owner;
 3. Directors designated by the Developer, for actions taken by them prior to the time control of the Association is assumed by the owners other than the Developer.
 4. Any member of the Board of Directors who willfully and knowingly fails to comply with these provisions.
 5. Any tenant leasing a Unit, and any Guest or other invitee occupying a Unit.
- B. Any Owner prevailing in an action between the Association and the Owner and if entitled to recover attorneys' fees, may recover additional amounts determined by a court to be necessary to reimburse him for his share of assessments levied by the Association to fund its expenses of the litigation.
- C. The Association shall also have any other remedies provided for in the Condominium Documents and law.

19.2 Association Notice to Correct. Should any Owner fail to properly discharge his/her maintenance, repair and replacement obligations as provided for in Section 11 above; or shall fail to make and pay for maintenance, repair or replacement as provided for in Section 11 above; and in the judgment of the Board of Directors, same shall result in a condition of unsightliness tending to adversely affect the value or enjoyment of neighboring Owners and residents; or should any Owner violate Sections 11.2, 11.3 or 11.4 above; or should the neglect or the willful misconduct of Owner(s) cause damage which then requires maintenance, repair or replacement by the Association; then the following shall apply:

- A. The Board may (but shall not be required to) provide notice of such condition(s) to the proper Owner(s), demanding that the condition(s) be corrected within thirty (30) days from the date the notice was sent. In the event that the Owner does not rectify the condition at the end of this period, then the Association shall be entitled to contract to have the necessary work performed (and entry onto the Unit), whereupon the cost of this work shall become a Charge against the Owner and Unit concerned (solely or proportionately as the Board shall determine) and collectible as Charges are collected under this Declaration.
- B. Provisos. Notwithstanding any provision to the contrary in this Section 19.2, the following shall apply:

1. The thirty (30) day notice period may be shortened or eliminated if the Board determines that an emergency exists to effect correction.
2. The thirty (30) day notice shall not apply to Section 19.3 below.

19.3 Negligence; Damage Caused by Condition in Unit. Each Owner shall be liable to the Association for the expenses of any maintenance, repair or replacement of common elements, limited common elements and Association property made necessary by his act, inaction or negligence, or by that of any member of his family or his Guests, invitees, employees, agents, or lessees. If any condition, defect or malfunction existing in a Unit or other portions of the Properties for which the Owner has maintenance, repair or replacement responsibility under this Declaration, whether caused by the Owner's negligence or otherwise, shall cause damage to the Properties, the Owner of the offending Unit shall be liable to the person or entity responsible for repairing the damaged areas, including all real and personal property, for all costs of repair or replacement not paid by insurance. If the Association effects correction, the cost shall be levied as a Charge against the Owner and Unit and collectible as Charges are collected under this Declaration; the Association may, but is not required to, provide notice to the Owner prior to effecting correction.

19.4 Association's Access onto the Properties; Key. The Association, by and through the Board of Directors, officers, or the agents or employees of the Association, has an irrevocable right of access onto the Properties including the Units:

- A. For the purposes of protection, maintenance, repair and replacement of those Properties for which the Association is obligated to protect, maintain, repair and replace.
- B. For the purposes of preventing damage to the common elements or to a Unit or Units.
- C. In the event that an unsanitary or other condition exists which threatens the health or safety of other residents or any condition exists which will cause disrepair or damage to the Properties.

In connection with this Section 19.4, each Owner shall provide the Association with a current workable key(s) and security code(s) if any and new keys and code(s), as necessary.

19.5 Owners Responsible. Owners are strictly responsible to ensure that their family members, Guests, agents, lessees, servants, etc. or any occupants of their Units comply with the Condominium Documents and Rules and Regulations; as amended from time to time; and the Statutes which apply; and as such, are responsible and liable to the Association for violations of same by their family members, Guests, agents, lessees, servants, etc. or any occupants of their Units.

19.6 Waiver of Rights. The failure of the Association or of an Association member to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or member to enforce such right, provision, covenant or condition in the future.

19.7 Costs and Attorneys' Fees. In any legal proceeding arising out of an alleged failure of an Owner (for himself/herself or for his/her family members, Guests, agents, lessees, servants, etc. or any Occupants of the Unit), or the Association to comply with the Condominium Documents, or the Rules and Regulations, as amended from time to time, or Law, the prevailing party shall be entitled to recover the costs of the proceedings and attorneys' fees, including those incurred in appellate, bankruptcy and administrative proceedings.

19.8 No Election of Remedies. All rights, remedies and privileges granted to the Association or Owners under any terms, provisions, covenants, or conditions of the Condominium Documents or Rules and Regulations of the Association, or law, shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party from exercising such other additional rights, remedies, or privileges as may be granted by the Condominium Documents, Rules and Regulations, or at law or in equity.

19.9 Eviction of Tenants and Occupants. The Association possesses all rights and remedies of the lessor/Owner under Chapter 83 of the Florida Statutes for the purposes of enforcing against violations of the Condominium Documents and Rules and Regulations, as amended from time to time. The foregoing includes the right of the Association to institute eviction proceedings in Court against the lessees as agent for and on behalf of the lessor/Owner, based on the non-compliances mentioned above. The Association may exercise its rights and remedies under this Section 19.9 without any liability to the lessor/Owner or lessees/ occupants (including, but not limited to, the loss of rent to the lessor/Owner and loss of possession by the lessees/ permanent occupants), except as may be provided for in Chapter 83, Florida Statutes. The lessees and the Owner shall be jointly and severally responsible for the costs and paralegal and attorneys' fees incurred by the Association in connection with this matter, including those incurred in appellate, bankruptcy and administrative proceedings.

SECTION 20. RIGHTS OF MORTGAGEES. The following rights shall apply to certain or all mortgagees, in addition to those rights contained elsewhere in the Condominium Documents:

20.1 Amendments to the Declaration. Written consent of certain mortgagees of a Unit shall be required for certain amendments to this Declaration; refer to Sections 21.5.A and 21.5.B below for same.

20.2 Association Lien Foreclosure. Certain named mortgagees have certain rights in connection with Association lien foreclosure actions, as provided for in Section 10.8.A above.

20.3 Redemption. If proceedings are instituted to foreclose any mortgage or lien on any Unit, the Association, on behalf of one or more Unit Owners and with the permission of the mortgagee, may redeem the mortgage or lien for the amount due thereon and be thereby subrogated to all of the mortgagee's or lienor's rights of action, or the Association may purchase the Unit at the foreclosure sale. Any mortgagee shall have the right to accept title to the Unit in

settlement and satisfaction of the mortgage or to foreclose its mortgage in accordance with its terms, and to bid upon the Unit at the foreclosure sale. If the Association or any of its members redeem the mortgage or cure the default, it or they shall have a lien against the Unit for all sums expended in connection therewith, and shall have the same rights to collect such sums as in the case of a past due assessment.

20.4 Right to Inspect Books. The Association shall make available to Institutional Mortgagees requesting same current copies of the Condominium Documents and Rules and Regulations of the Association, and the official records of the Association which by the Condominium Act, are inspectable by the Owners. "Available" shall mean ready for inspection, upon written request, during normal business hours, or under other reasonable circumstances. Photocopies shall be provided at the expense of the person requesting them.

20.5 Financial Statement. Any Institutional Mortgagee is entitled, upon written request, to a copy of the financial statement of the Association for the immediately preceding fiscal year, assuming same is available.

20.6 Lender's Notices. Upon written request to the Association, any Institutional Mortgagee shall be entitled to timely written notice of:

- A. Any 60-day or longer delinquency in the payment of assessments or charges owed by the Owner of any Unit on which the mortgagee holds a mortgage; and any 30-day or longer default of any other provision in the Condominium Documents by an Owner of any Unit on which the mortgagee holds a mortgage.
- B. A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.
- C. Any condemnation or casualty loss that affects a material portion of a Condominium or any Unit.
- D. Any proposed action that requires the consent of a specified percentage of mortgage holders.
- E. Outstanding assessments unpaid with respect to the Unit on which the Institutional Mortgagee holds a mortgage.
- F. Notice of Association meetings.

20.7 Priority. No breach of any of the provisions contained in the Declaration shall defeat or adversely affect the lien of any institutional mortgage at any time made in good faith and for a valuable consideration upon any Unit.

SECTION 21. AMENDMENT OF DECLARATION.

21.1 Proposal. Amendments to this Declaration may be proposed by a majority of the entire membership of the Board of Directors or by written petition signed by at least twenty-five

percent (25%) of the voting interests of the members of the Association. Only one co-owner of a Unit need sign the petition for that Unit.

21.2 Procedure; Notice and Format. In the event that any amendment is proposed by the Board of Directors, then the Board may propose the amendment to be considered at the annual or a special members' meeting. In the event that any amendment was proposed by written petition of the members, then the Board shall have forty (40) days from its receipt of the petition or ten (10) days after its next regular meeting, whichever time period is greater, to certify that the proper number of owners executed the petition. Once certified, the Board shall call a meeting of the members to vote on the amendments within sixty (60) days after certification of the signatures. An amendment may be considered at the annual or a special members' meeting. The full text of any amendment to the Declaration shall be included in the notice of the members' meeting of which a proposed amendment is considered by the members. New words shall be inserted in the text by underlining and words to be deleted shall be lined through with hyphens; however, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Declaration. See provision _____ for present text."

21.3 Vote Required. Except as otherwise provided by Florida law, or by specific provision of this Declaration, this Declaration may be amended by concurrence of not less than a majority of the entire membership of the Board of Directors and by not less than 2/3 of the voting interests of the members of the Association. If the amendments were proposed by a written petition signed by the members pursuant to Section 21.1 above, then the concurrence of the Board of Directors shall not be required.

21.4 Certificate; Recording. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Declaration, which certificate shall be in the form required by law and shall be executed by any officer of the Association with the formalities of a deed. The Certificate of Amendment shall on the first page state the book and page of the public records where the Declaration is recorded. The amendment shall be effective when the certificate and copy of the amendment are recorded in the public records of the County.

21.5 Provisos. Notwithstanding any provision contained in the Condominium Documents to the contrary:

- A. No amendment shall diminish or impair any of the material rights, privileges, powers and/or options provided in this Declaration in favor of or reserved to record owners of any Institutional Mortgagees unless the particular mortgagee(s) shall join and consent in the execution of the amendment, which consent shall not be unreasonably withheld.

- B. No amendment shall change a Unit's proportionate share of the common expenses or common surplus, nor the voting rights or any other appurtenance to any Unit, unless the vote and approvals required by F.S. 718.110(4) are obtained.
- C. Except for matters under F.S. 718.110(4) and 718.110(8): The Developer shall be permitted to unilaterally amend this Declaration, without the approval of any Owner and the Association, so long as the Developer is in control of the Board of Directors of the Association, and thereafter, so long as the Developer owns any Unit in the Condominium, no amendment to this Declaration which impairs or removes any reservation, right, or privilege of the Developer or its designees shall be effective unless the Developer shall join and consent to the amendment. The approval of the Developer alone shall be permitted, without the approval of any Owner or the Association, where it is specifically provided for in this Declaration as reserved to the Developer.

SECTION 22. MISCELLANEOUS PROVISIONS.

22.1 **Severability.** The invalidity or unenforceability in whole or in part of any covenant or restriction or any section, subsection, sentence, clause, phrase or word or other provision of this Declaration, or any exhibit attached thereto, shall not affect the remaining portions thereof.

22.2 **Priorities in Case of Conflict.** In the event of conflict between or among the provisions of any of the following, the order of priorities shall be from highest priority to lowest:

- A. The Condominium Act.
- B. Other Florida Statutes which apply.
- C. This Declaration.
- D. The Articles of Incorporation.
- E. The By-Laws.
- F. The Rules and Regulations and architectural guidelines promulgated by the Board of Directors.

22.3 **Interpretation; Construction.** The Board of Directors is responsible for interpreting the provisions of this Declaration and its exhibits. Such interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by legal counsel that an interpretation adopted by the Board is not unreasonable shall conclusively establish the validity of such interpretation. The provisions of this Declaration shall be liberally construed to effectuate the purpose of creating a uniform plan of condominium ownership.

22.4 **Invalidity.** In the event any Court shall hereafter determine that any provisions of this Declaration as originally drafted, or as amended, violates the rule against perpetuities or any other rules of law because of the duration of the period involved, the period specified in the

Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rules of law, and for such purpose measuring lives shall be that of the (original) incorporators of the Association.

22.5 Captions. The captions in the Condominium Documents are inserted only as a matter of convenience and for ease of reference and in no way define or limit any provision in the Condominium Documents.

22.6 Gender: Plurality. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all or no genders.

22.7 Owners' Affirmative Duties. All Owners are charged with the affirmative duty to keep the Association advised, in writing, of any mailing addresses, as they change from time to time, including a second address for emergency in the event of a catastrophic event. The Owner shall also notify the Association of the name and address of any mortgagees. The Association shall be permitted to rely on the information supplied by Owners in writing.

22.8 Covenant Running with the Land. All provisions of the Declaration and its Exhibits and Rules and Regulations shall, to the extent applicable be perpetual and be construed to be covenants running with the Properties in the Condominium, and all of the provisions of the Condominium Documents and Rules and Regulations shall be binding upon and enure to the benefit of the Owners, Association and their respective heirs, personal representatives, successors and assigns, and shall be binding on all residents, occupants, Guests and invitees to the Properties. None of the provisions contained in the Condominium Documents or in the Rules and Regulations of the Association are intended to create, nor shall be construed as creating, any rights in and for the benefit of the general public.

SECTION 23. DEVELOPER'S UNITS AND PRIVILEGES; DEVELOPER DESIGNEES.

The following provisions shall apply in addition to any and all provisions contained elsewhere in this Declaration with respect to the Developer's Units and privileges. The provisions of this Section 23 shall take precedence over any other provisions to the contrary in the Condominium Documents.

23.1 Changes in General Plan of Development. Subject to the limitations of F.S. 718.110(4) and F.S. 718.110(8): Until the sale of all Units in the Condominium, the Developer reserves the right, without joinder of any person or entity, to make such alterations or improvements to the Condominium as may be required by any lender, governmental authority, or as may be, in its judgment, necessary or desirable; provided that any changes when made will provide facilities as good as or better than those shown on the development plans filed with the appropriate governmental authority. The foregoing is subject to the rights of any Owner or any other person under the Condominium Act.

23.2 Sales/Lease Activities. No Owner, person or the Association, or their use of the Units, shall interfere with the Developer's completion and sale or leasing of the Units, whether in this Condominium or otherwise. The Developer, until all of the Units in the Condominium have been sold and closed, shall be irrevocably empowered to sell Units to any person or entity approved by the Developer without any interference or objection from the Association, and without any limitation. The Developer is obligated to seek lease approval as provided for in Section 13 of the Declaration. Furthermore, the Developer reserves the right to retain title to any Units and lease all or portions of same, without any intention of selling them. The Developer shall have the right to transact upon the Properties any business necessary to consummate the sale/lease of Units, including, but not limited to, the right to construct, install, maintain and use temporary construction, office, storage and sales facilities, place signs, banner and flags on the Properties for construction or sales purposes; use the common elements and Association property for sales offices or for sales and promotional purposes; and conduct sales activities relating to property owned by the Developer or any of its affiliates which is situated outside of the Condominium. Any sales office, signs, fixtures, furnishings or other tangible personal property belonging to the Developer shall not be considered as part of the Properties nor owned by the Association and shall remain the property of the Developer.

23.3 Specific Exemptions Under the Declaration. In addition to any other exemptions provided in favor of the Developer in this Declaration, the Developer and his designees shall be exempt from all use restrictions contained in this Declaration, including but not limited to that provided in Sections 11.3, 11.4, 12, 13 and 14 above. Provided, however, the Developer or its designees shall **NOT** be exempt from Section 12.3 pertaining to pets, to Section 13 pertaining to lease approval, and Section 25 pertaining to age restrictions.

SECTION 24. MASTER ASSOCIATION, RECREATION ASSOCIATION AND POA.

24.1 Fairway Club Property Owners Association, Inc. ("POA"). Each Owner is a member of the POA, pursuant to the Declaration of Covenants, Restrictions and Easements for Common Areas relating to the POA, and the Articles of Incorporation and By -Laws of the POA. The POA owns certain recreation facilities, roads and parking areas. There are 56 parking spaces owned by the POA which are exclusively assigned by the POA as available for use by the Owners in the Condominium, and there are additional parking spaces available on a non-assignment basis. The owners owe assessments to the POA. The POA also collects assessments from the Owners due to the Lucerne Lakes Master Homeowners' Association, Inc. and Lucerne Pointe Recreation Association, Inc. The POA has lien rights for non-payment of assessments.

24.2 Lucerne Lakes Master Homeowners' Association, Inc. ("Master Association). The Association is a member of the Master Association, pursuant to the Lucerne Lakes Master Declaration of Covenants and Restriction and the Articles of Incorporation and By-Laws of the Master Association. The Master Association owns certain roads and other improvements. Assessments due by the Association owing to the Master Association are collected and paid by the POA. The Master Association has lien rights for non-payment of assessments.

24.3 Lucerne Pointe Recreation Association, Inc. ("Recreation Association"). The POA, of which the Owners are members, is a member of the Recreation Association, pursuant to the Articles of Incorporation and By-Laws of the Recreation Association. The Recreation Association owns certain recreation facilities and other improvements. Assessments due by the Association owing to the Recreation Association are collected and paid by the POA. The Recreation Association does not have lien rights for non-payment of assessments.

SECTION 25. AGE RESTRICTIONS.

25.1 No Unit shall be occupied by any person age of nineteen (19) years or younger, except for visitation not to exceed thirty (30) days per underaged person in a calendar year.

25.2 Florida and Palm Beach County fair housing laws, and the Fair Housing Amendments Acts of 1988 (Public Law 100-430, approved September 13, 1988), as amended (collectively the "fair housing laws"), provide that it is unlawful to refuse to sell or rent a dwelling because of "familial status", provided, however, that pursuant to the fair housing laws, such provisions regarding familial status exempt housing intended and operated for occupancy by older persons wherein at least one occupant in at least eighty (80%) percent of the dwellings is fifty-five (55) years of age or older and providing the other requirements of such exemption are met. For so long as the provisions regarding familial status, as set forth in the fair housing laws, are in full force and effect, the following shall apply to the Condominium.

- A. At least 80% of the Units are occupied by at least one occupant who is a person fifty-five (55) years of age or older.
- B. The Association must publish and adhere to policies and procedures which demonstrate an intent to provide housing for persons fifty-five (55) years of age or older, as contemplated in the fair housing laws.
- C. All Owners and Occupants shall deliver to the Association, upon request, documentation demonstrating proof of age as referred to in the administrative rules adopted by HUD, as amended from time to time, along with a fully completed and signed proof of age form prepared and provided by the Association.

IN WITNESS WHEREOF, SYMPHONY BUILDERS AT LUCERNE LAKES, LLC, as Developer has caused the execution of this Declaration of Condominium of LUCERNE POINTE CONDOMINIUM "C", A CONDOMINIUM, on this 15 day of April, 2005.

WITNESSES:

SYMPHONY BUILDERS AT LUCERNE LAKES, LLC, a Florida limited liability company by and through SYMPHONY BUILDERS AT LUCERNE LAKES, INC., managing member

Sign

Elizabeth Kline

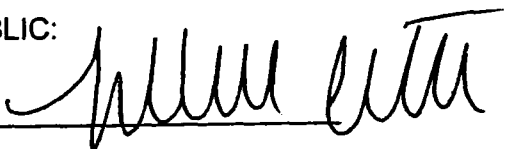
BY: [Signature]

President

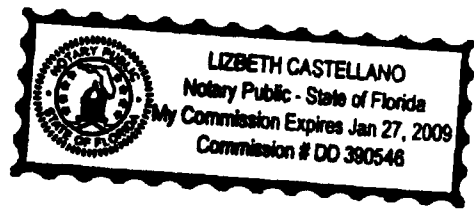
produced _____ (if left blank, personal knowledge existed) as identification and who did not take an oath and who executed the aforesaid as his/her free act and deed as such duly authorized officer; and that the official seal of the Corporation is duly affixed and the instrument is the act and deed of the Corporation.

WITNESS my signature and official seal at _____ in the County of Miami-Dade
~~Beach~~, State of Florida, the day and year last aforesaid.

NOTARY PUBLIC:

Sign: 

Print: _____



terms and provisions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the DEVELOPER has caused this Amendment to Declaration of Condominium to be executed this 15 day of April, 2005.

WITNESSES:

SYMPHONY BUILDERS AT LUCERNE LAKES, LLC, a Florida limited liability company by and through SYMPHONY BUILDERS AT LUCERNE LAKES, INC., a Florida corporation, managing member

Sign Elizabeth Klein

Print Elizabeth Klein

Sign Judith Ginsberg

Print Judith Ginsberg

Sign JULIE STARKOFF

Print JULIE STARKOFF

Sign Susan Neilson

Print Susan Neilson

BY: [Signature]
President

Print: LEWIS MOSCOVITCH

Current Address: 1700 University Drive, Coral Springs, FL 33071

BY: [Signature]
Secretary

Print: Susan Fry

Current Address: 1700 University Dr. Suite 302 Coral Springs, FL 33071

STATE OF FLORIDA)
COUNTY OF PALM BEACH) ss

I HEREBY CERTIFY that on this 18 day of April, 2005, before me personally appeared Lewis Moscovitch, President and Susan Fry, as secretary of SYMPHONY BUILDERS AT LUCERNE LAKES, INC., a Florida corporation, managing member of SYMPHONY BUILDERS AT LUCERNE LAKES, LLC, a Florida limited liability company, who are personally known to me or who has produced _____ (if left blank, personal knowledge existed) as identification and who did not take an oath and who executed the aforesaid as their free acts and deeds as such duly authorized officers; and that the official seal of the Corporation is duly affixed and the instrument is the act and deed of the Corporation.

WITNESS my signature and official seal at _____ in the County of Palm Beach, State of Florida, the day and year last aforesaid.

NOTARY PUBLIC:

Sign: Elana Fink
Print: Elana Fink



Elana Fink
Commission # DD 074807
Expires Jan. 7, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Name

Address

CFN 20050429544
OR BK 18888 PG 1455
RECORDED 07/12/2005 09:51:06
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1455 - 1468; (14pgs)



CFN 20050400435
OR BK 18821 PG 0074
RECORDED 06/28/2005 14:54:42
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Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0074 - 87; (14pgs)

**AMENDMENT ADDING PHASE II
TO DECLARATION OF CONDOMINIUM
OF**

LUCERNE POINTE CONDOMINIUM "C", A CONDOMINIUM *

THIS AMENDMENT to Declaration of Condominium, is made by SYMPHONY BUILDERS AT LUCERNE LAKES, LLC, a Florida limited liability company ("DEVELOPER").

PREAMBLE:

LUCERNE POINTE CONDOMINIUM "C", A CONDOMINIUM was created by the Declaration of Condominium of Lucerne Pointe Condominium "C" (the "DECLARATION"), recorded in Official Record Book _____, Page _____, of the Public Records of Palm Beach County, Florida. In Section 4.6 of the Declaration, the DEVELOPER reserved the right to add Phase II to the Condominium, pursuant to Florida Statutes, Section 718.403.

DEVELOPER now desires to amend the Declaration to add Phase II to the Condominium.

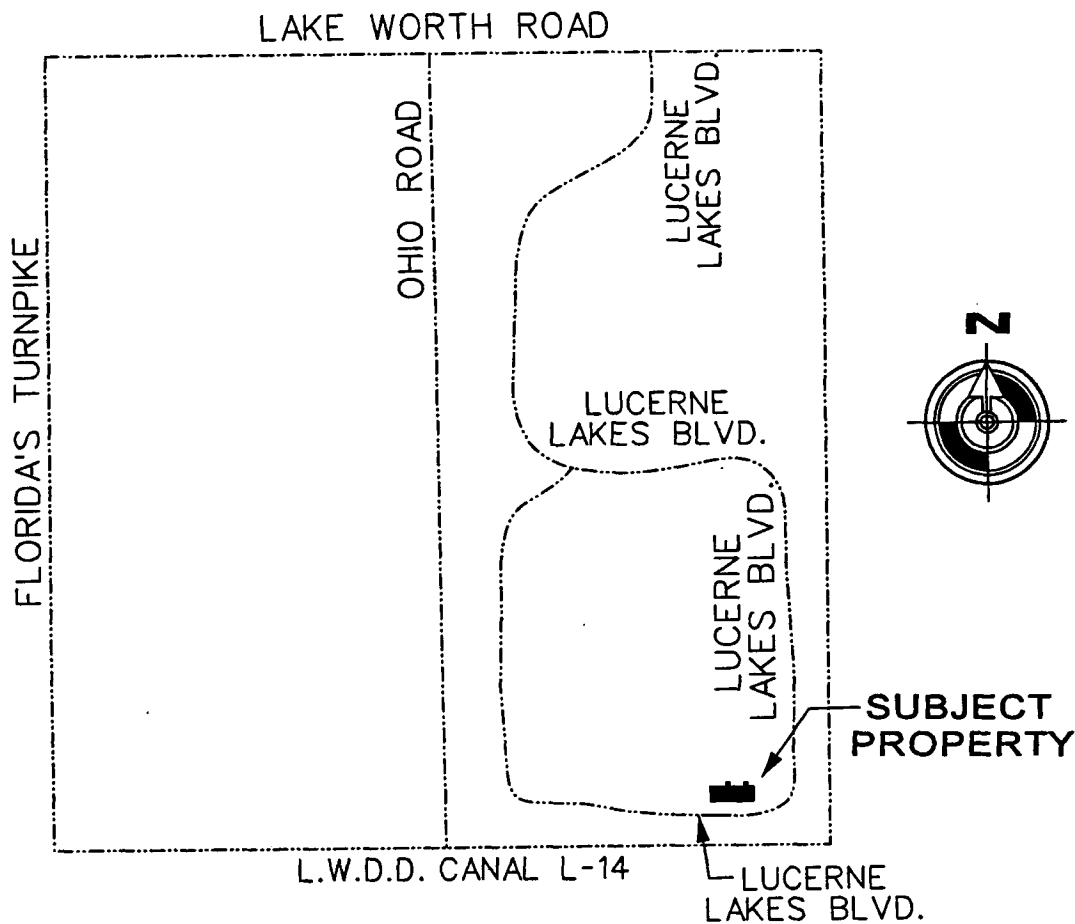
NOW, THEREFORE, DEVELOPER hereby amends the Declaration as follows:

1. Attached hereto as Exhibit "A" is the legal description of the land which constitutes Phase II, and a survey of the land and a graphic description of the improvements in which Units are located and a plot plan thereof that, together with the Declaration, are in sufficient detail to identify the common elements and each Unit and their relative locations and approximate dimensions, in Phase II. Exhibit "A" of the Declaration is hereby amended by adding thereto Exhibit "A" of this Amendment, and the fee simple title to the property described in Exhibit "A" of this Amendment is hereby submitted to the condominium form of ownership as part of the Condominium. Accordingly, the complete legal description of the land now comprising the Condominium, and the complete survey of the land and graphic description of the improvements in which Units are located and plot plan thereof that, together with the Declaration, are in sufficient detail to identify the common elements and each Unit and their relative locations and approximate dimensions, in the entire Condominium as hereby amended by adding Phase II now consists of Exhibit "A" of the Declaration, and Exhibit "A" of this Amendment.

2. With this Amendment, there are a total of 56 Units in the Condominium. Accordingly, pursuant to Section 6.1 of the Declaration, the undivided share in the common elements appurtenant to each Unit in the Condominium is 1/56, and pursuant to Section 10.1 of the Declaration each Owner will be responsible for a proportionate share of the common expenses and will own a proportionate share of the common surplus equal to such undivided share in the common elements.

3. Except as the Declaration is expressly amended as provided herein, all of the

*This Amendment Adding Phase is being re-recorded to add there recording information for the Declaration, which is Official Record Book 18490, at Page 0001, which was omitted from the Amendment Adding Phase which was recorded in Official Record Book 18821, at Page 0074, Public Records of Palm Beach County, Florida.



**LOCATION MAP:
NOT TO SCALE**

SURVEYOR'S CERTIFICATE:

The undersigned a Land Surveyor duly authorized to practice under the laws of the State of Florida, Hereby Certifies That: the construction of the improvements detailed herein are substantially complete so that this Exhibit "A", Sheet 1 through 9 inclusive, of the Declaration of Condominium of "LUCERNE POINTE CONDOMINIUM "C" - PHASE 2, A CONDOMINIUM", together with provisions of the aforesaid Declaration of Condominium describing the condominium property, as it relates to matters of survey, is an accurate representation of the location and dimensions of the improvements and further that the identification, location and dimensions of the units, common elements and limited common elements can be determined from these materials.

BY: *Thomas R. Palbicke* HAGER, PALBICKE & ASSOCIATES, INC. DATE: MARCH 2005
 THOMAS R. PALBICKE, VICE PRESIDENT, REGISTERED LAND SURVEYOR *5061,
 STATE OF FLORIDA

NOT VALID UNLESS
 EMBOSSED WITH
 RAISED SEAL OF
 ATTESTING REGISTERED
 LAND SURVEYOR

EXHIBIT "A"

- REVISIONS:
 1.)
 2.)
 3.)
 4.)

HAGER, PALBICKE & ASSOCIATES, INC.
 PROFESSIONAL LAND SURVEYORS
 3850 N.W. BOCA RATON BLVD. SUITE 3, BOCA RATON, FLORIDA 33431
 PHONE: (561) 395-3600 FAX: (561) 395-2237

LEGAL DESCRIPTION:

Tract "C" LESS the West 204.67 feet, of "LUCERNE POINTE PHASE III-C-3", according to the Plat thereof, as recorded in Plat Book 62, Pages 118 through 121, of the Public Records of Palm Beach County, Florida.

ALSO LESS THE FOLLOWING,

A portion of said Tract "C"; BEGINNING at the intersection of the South line of said Tract "C" with the East Line of the West 204.67 feet of said Tract "C"; thence N.00°00'13"E., a distance of 87.51 feet; thence S.89°59'47"E., a distance of 20.00 feet; thence S.00°00'13"W., a distance of 17.18 feet; thence N.89°59'47"W., a distance of 4.33 feet; thence S.00°00'13"W., a distance of 29.76 feet; thence N.89°59'47"W., a distance of 0.67 feet; thence S.00°00'13"W., a distance of 40.58 feet; thence N.89°59'47"W., a distance of 15.00 feet to the POINT of BEGINNING.

FLOOD INFORMATION:

COMMUNITY NO: 120192 PANEL NO.: 0170 SUFFIX: A DATE OF FIRM: FEB. 1, 1997 FIRM ZONE: B

ABBREVIATIONS:


A=	- ARC LENGTH	F.F.	- FINISHED FLOOR	PG.	- PAGE
A/C	- AIR CONDITIONER	F.H.	- FIRE HYDRANT	PAVE.	- PAVEMENT
B.C.R.	- BROWARD COUNTY RECORDS	GAR.	- GARAGE	P.R.M.	- PERMANENT REFERENCE MONUMENT
BLDG.	- BUILDING	FND.	- FOUND	P.D.B.	- POINT OF BEGINNING
C.E.	- COMMON ELEMENT.	I.P.	- IRON PIPE	P.O.C.	- POINT OF COMMENCEMENT
C.B.	- CATCH BASIN	I.P.C.	- IRON PIPE & CAP	P.O.T.	- POINT OF TERMINATION
C.B.S.	- CONCRETE BLOCK & STUCCO	SIRC	- SET IRON ROD & CAP	R=	- RADIUS
CH	- CHORD	L.C.E.	- LIMITED COMMON ELEMENT	R/W	- RIGHT OF WAY
COV.	- COVERED	M.H.	- MANHOLE	SEC.	- SECTION
CONC.	- CONCRETE	N.T.S.	- NOT TO SCALE	SND	- SET NAIL & DISK
D=	- DELTA (CENTRAL) ANGLE	N&D	- NAIL & DISK	TYP.	- TYPICAL
D.E.	- DRAINAGE EASEMENT	N&T	- NAIL & TAB	U.E.	- UTILITY EASEMENT
DRAIN.	- DRAINAGE	O.R.B.	- OFFICIAL RECORDS BOOK	W.M.	- WATER METER
EASE.	- EASEMENT	P.B.	- PLAT BOOK	W.V.	- WATER VALVE
EL.	- ELEVATION	P.B.C.R.	- PALM BEACH COUNTY RECORDS		

NOTES:

- 1.) ELEVATIONS WHEN SHOWN REFER TO THE NATIONAL GEODETIC VERTICAL DATUM (N.G.V.D.) OF 1929.
- 2.) THIS FIRM HAS MADE NO ATTEMPT TO LOCATE FOOTINGS AND/OR FOUNDATIONS OR OTHER UNDERGROUND IMPROVEMENTS (UNLESS OTHERWISE NOTED).
- 3.) THIS DRAWING IS THE PROPERTY OF HAGER, PALBICKE & ASSOCIATES, INC. AND WAS PREPARED FOR AND CERTIFIED TO THE PARTY AND/OR PARTIES INDICATED HEREON AND IS NOT TRANSFERABLE OR ASSIGNABLE. IT SHALL NOT BE USED OR REPRODUCED WHOLE OR IN PART WITHOUT WRITTEN AUTHORIZATION.
- 4.) ALL IRON PIPES/OR/RODS, NAILS & DISCS, SET BY THIS FIRM, SET WITH CAP/OR/DISK WITH L.B. 6772.

LEGEND:

C/L or  CENTERLINE

B/L or  BASELINE

 ELEVATION, AS-BUILT

 FLOW ARROW



EDGE OF WATER



MANHOLE, SANITARY SEWER



MANHOLE, STORM DRAINAGE



CATCH BASIN



FIRE HYDRANT

BENCHMARK: Palm Beach County Brass disk, "PATRIOT"; @ 1/2 Mile N. of Lantana Rd., E. Side Jog Rd., 54' N.E. of N. end conc. wall, 51' S. of S. cut L-14 Canal, 15' N. of witness post on wood fence: -- ELEVATION = +19.175 N.G.V.D.

NOTE: Bearings shown hereon are based upon an assumed meridian along the Centerline of Lucerne Lakes Blvd., having a bearing of N.89°59'47"W.

LEGAL DESCRIPTION

EXHIBIT "A"

REVISIONS:

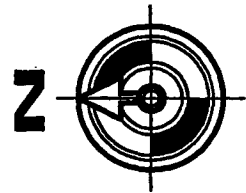
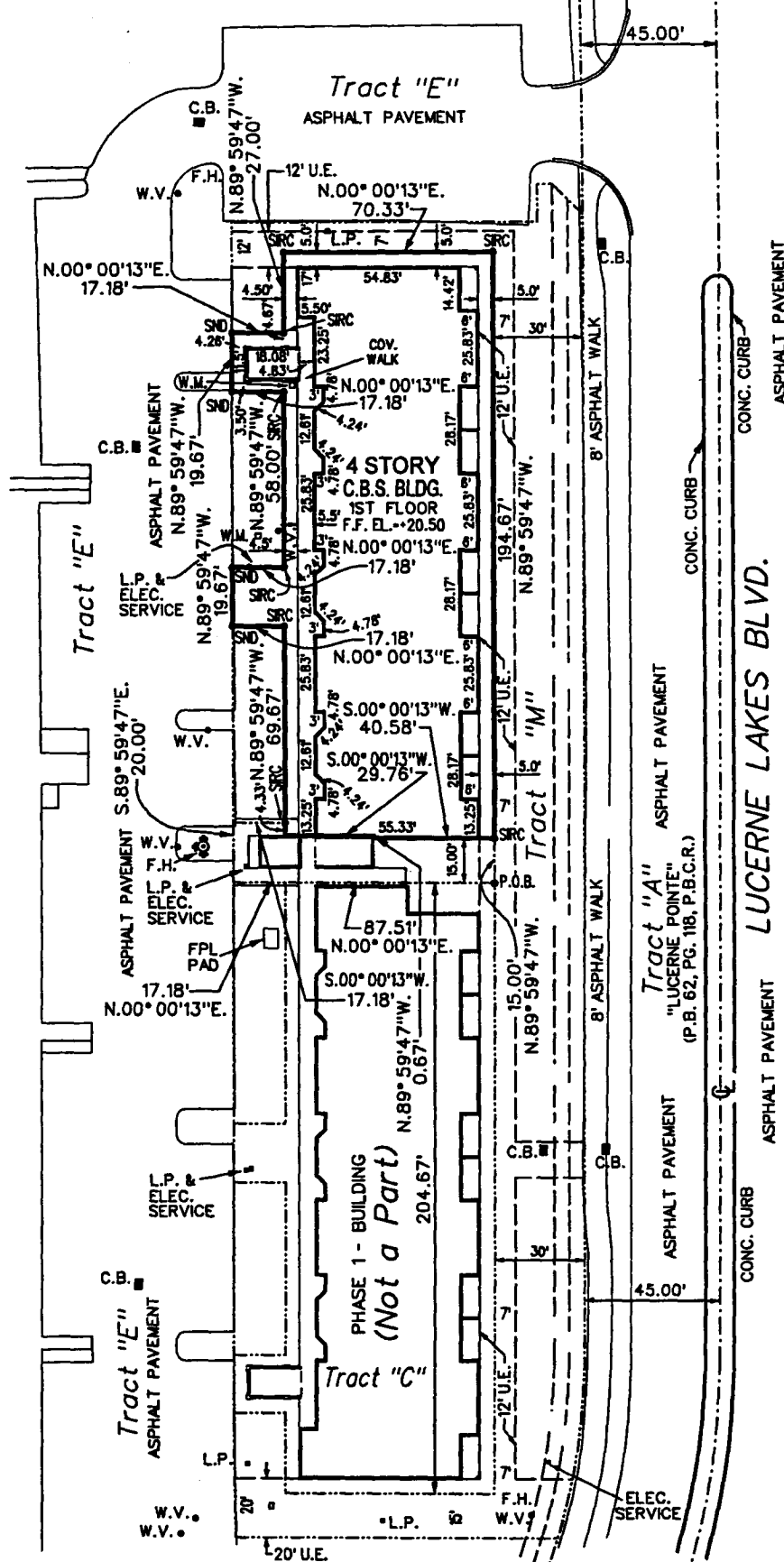
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- 3.)
- 4.)

HAGER, PALBICKE & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

3850 N.W. BOCA RATON BLVD. SUITE 3, BOCA RATON, FLORIDA 33431
PHONE: (561) 395-3600 FAX: (561) 395-2237

DATE: JUNE 2005 SHEET 2 OF 9 SHEETS

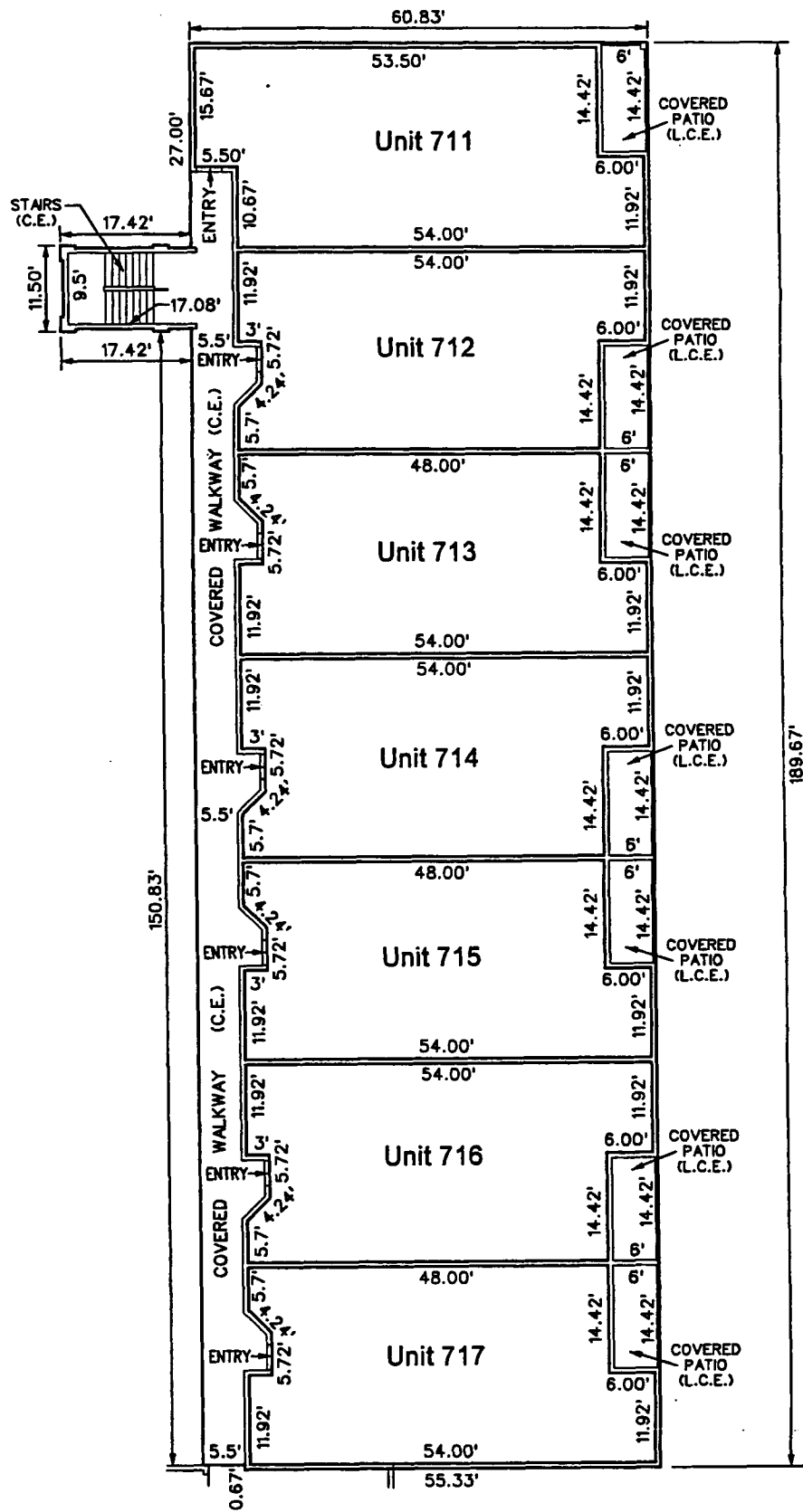


SITE PLAN
GRAPHIC SCALE: SCALE: 1"=50'
 0 10 20 40 60 80 100

EXHIBIT "A"

HAGER, PALBICKE & ASSOCIATES, INC.
 PROFESSIONAL LAND SURVEYORS
 3850 N.W. BOCA RATON BLVD. SUITE 3, BOCA RATON, FLORIDA 33431
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REVISIONS:
 1.)
 2.)
 3.)
 4.)



**BUILDING
1ST FLOOR PLAN**

UPPER LIMITS (UNIT): +29.17

LOWER LIMITS (UNIT): +20.50

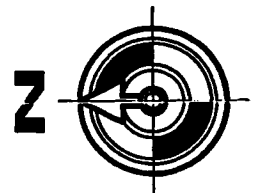
GRAPHIC SCALE: SCALE: 1"=20'



EXHIBIT "A"

REVISIONS:

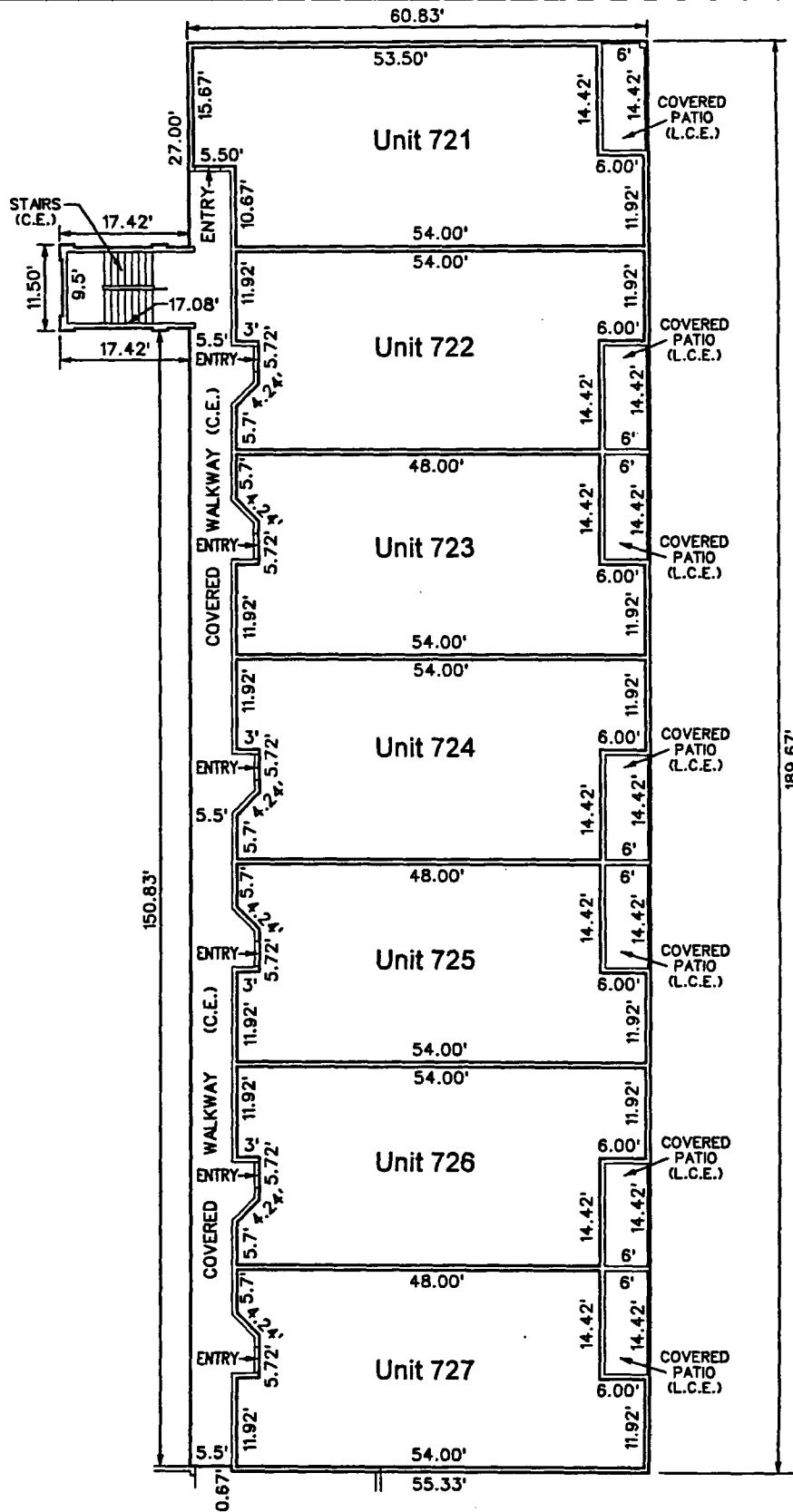
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- 3.)
- 4.)



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PROFESSIONAL LAND SURVEYORS

3850 N.W. BOCA RATON BLVD. SUITE 3, BOCA RATON, FLORIDA 33431
PHONE: (561) 395-3600 FAX: (561) 395-2237

DATE: JUNE 2005 SHEET 4 OF 9 SHEETS



**BUILDING
2ND FLOOR PLAN**
 UPPER LIMITS (UNIT): +38.33
 LOWER LIMITS (UNIT): +29.67
 GRAPHIC SCALE: SCALE: 1"=20'



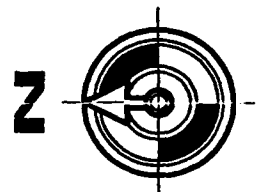
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REVISIONS:

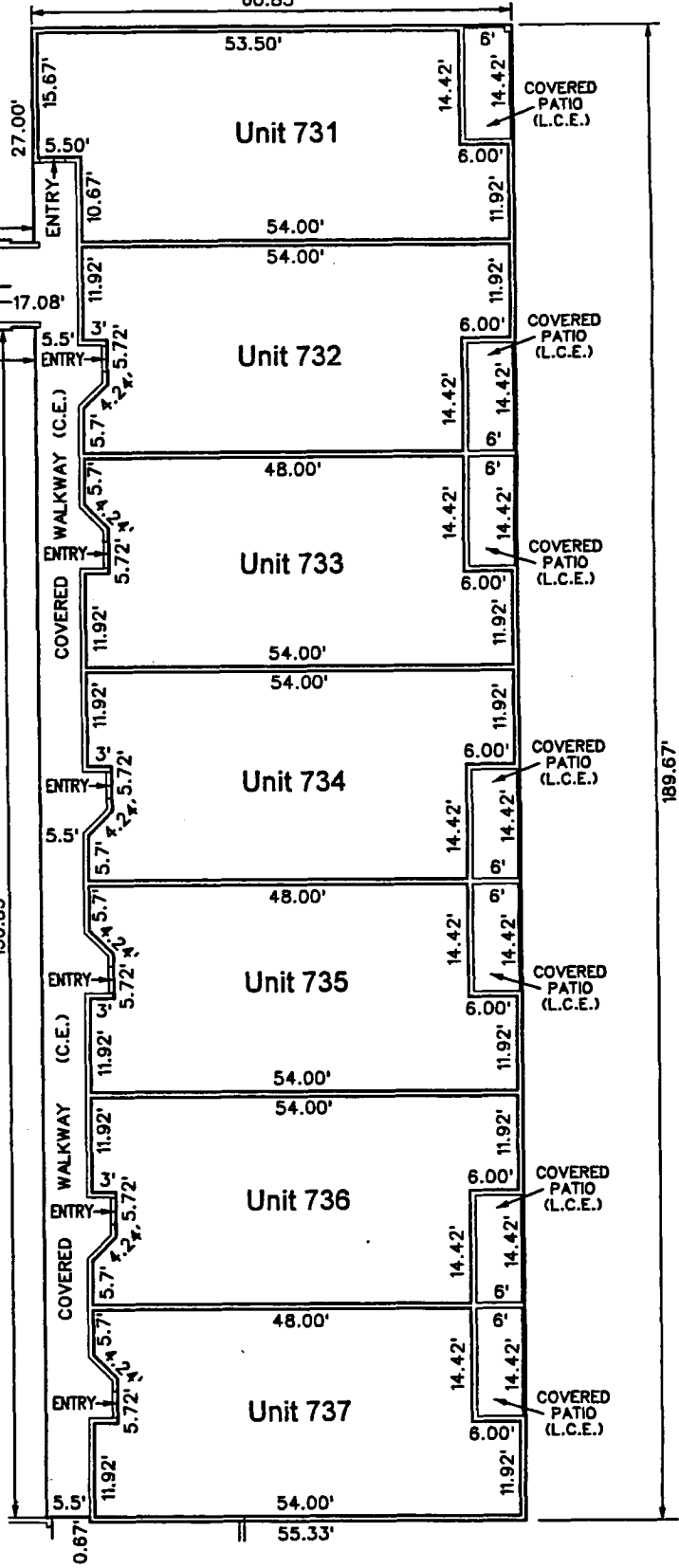
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- 4.)

HAGER, PALBICKE & ASSOCIATES, INC.
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 3850 N.W. BOCA RATON BLVD. SUITE 3, BOCA RATON, FLORIDA 33431
 PHONE: (561) 395-3600 FAX: (561) 395-2237

DATE: JUNE 2005 SHEET 5 OF 9 SHEETS



STAIRS
(C.E.)



**BUILDING
3RD FLOOR PLAN**

UPPER LIMITS (UNIT): +47.50

LOWER LIMITS (UNIT): +38.83

GRAPHIC SCALE: SCALE: 1"=20'



EXHIBIT "A"

REVISIONS:

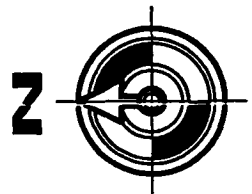
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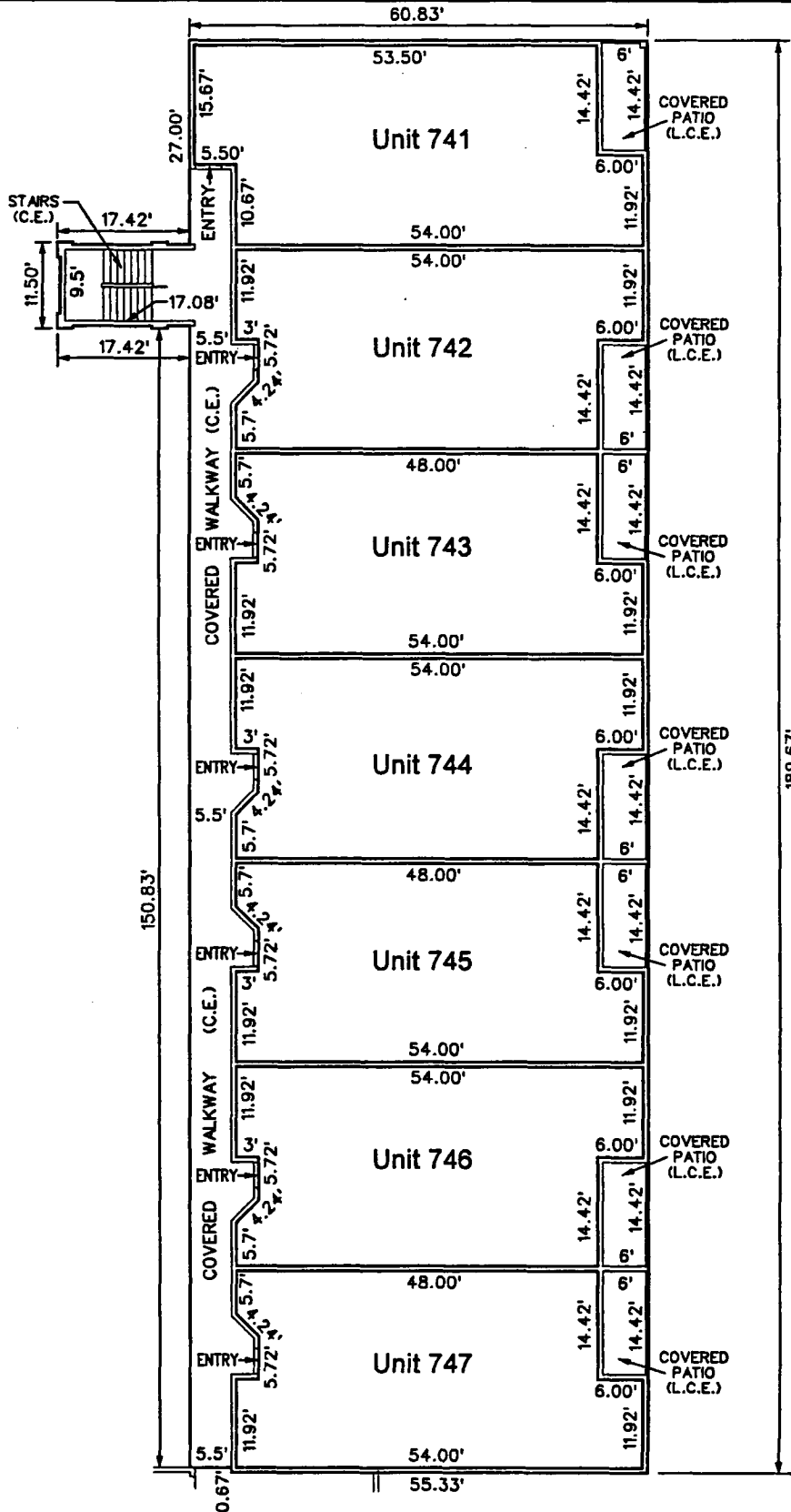
HAGER, PALBICKE & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS

3850 N.W. BOCA RATON BLVD. SUITE 3, BOCA RATON, FLORIDA 33431
PHONE: (561) 395-3600 FAX: (561) 395-2237

DATE: JUNE 2005

SHEET 6 OF 9 SHEETS





**BUILDING
4TH FLOOR PLAN**

UPPER LIMITS (UNIT): +56.57

LOWER LIMITS (UNIT): +48.00

GRAPHIC SCALE: SCALE: 1"=20'



EXHIBIT "A"

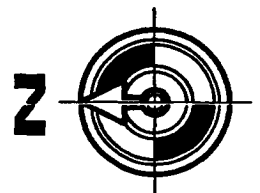
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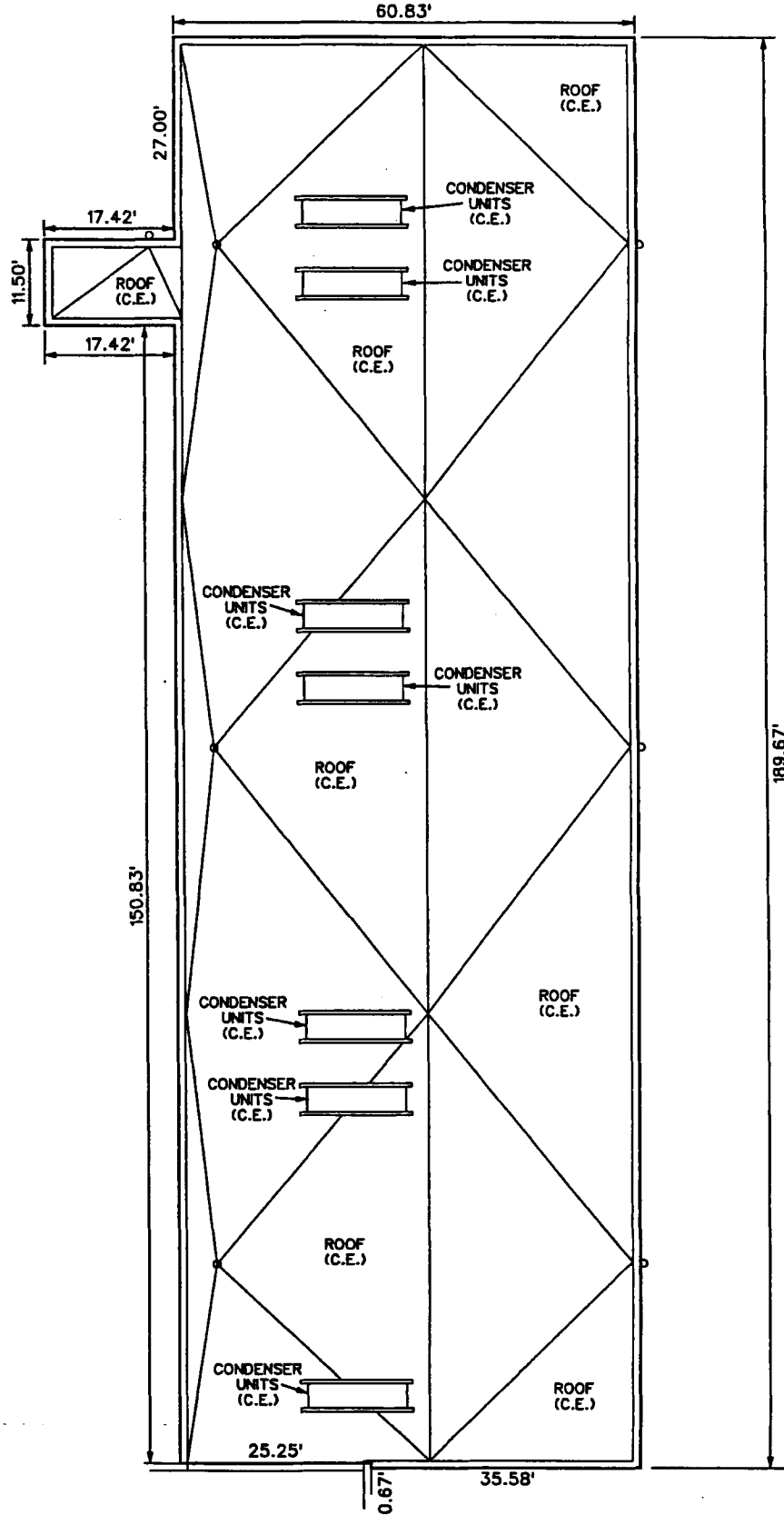
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DATE: JUNE 2005

SHEET 7 OF 9 SHEETS





**BUILDING
ROOF PLAN**

UPPER LIMITS (UNIT): +60.67 -(TOP OF PARAPET)

LOWER LIMITS (UNIT): -57.17

GRAPHIC SCALE: SCALE: 1"=20'



EXHIBIT "A"

REVISIONS:

- 1.)
- 2.)
- 3.)
- 4.)

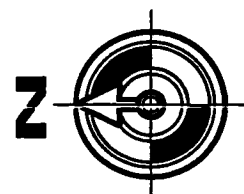
HAGER, PALBICKE & ASSOCIATES, INC.

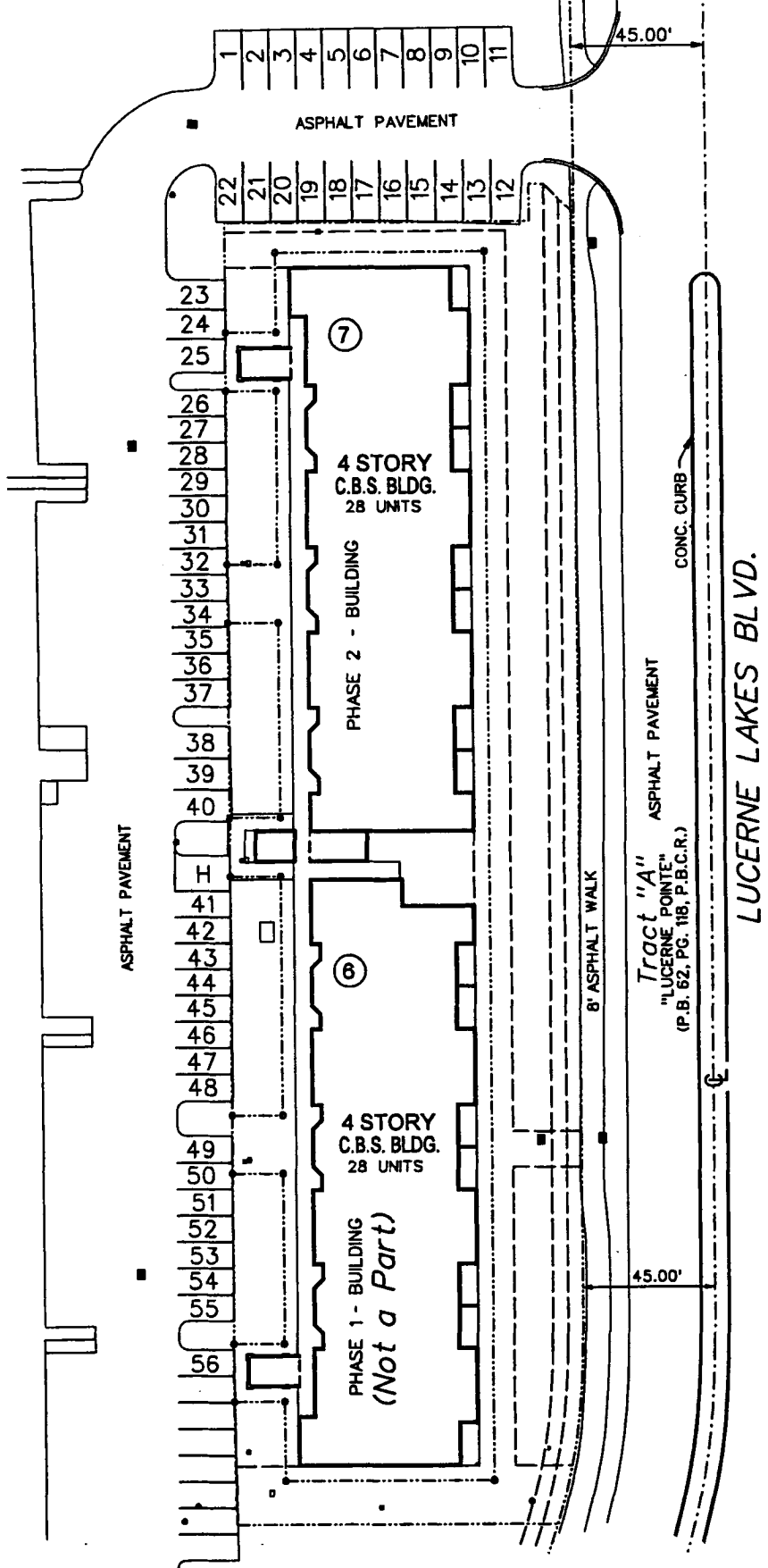
PROFESSIONAL LAND SURVEYORS

3850 N.W. BOCA RATON BLVD. SUITE 3, BOCA RATON, FLORIDA 33431

PHONE: (561) 395-3600

FAX: (561) 395-2237





COMMAN AREA PARKING SITE PLAN

GRAPHIC SCALE: SCALE: 1"=50'



EXHIBIT "A"

- REVISIONS:
- 1.)
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 - 3.)
 - 4.)

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 PHONE: (561) 395-3600 FAX: (561) 395-2237



CFN 20050733949
 OR BK 19600 PG 1268
 RECORDED 11/30/2005 14:57:32
 Palm Beach County, Florida
 Sharon R. Bock, CLERK & COMPTROLLER
 Pgs 1268 - 1278; (11pgs)

PREPARED BY AND RETURN TO:
 LEVINE AND BURR, ATTORNEY
 2500 North Military Trail, Suite 490
 Boca Raton, Florida 33431
 (561) 999-9925

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM
 OF LUCERNE POINTE CONDOMINIUM "C", A CONDOMINIUM**

WHEREAS, the Declaration of Condominium of Lucerne Pointe Condominium "C", a Condominium was recorded on April 28, 2005 in Official Record Book 18490, at Page 0001, Public Records of Palm Beach County, Florida, which submitted Phase I to the condominium form of ownership;

WHEREAS, an Amendment Adding Phase II was recorded on June 28, 2005 in Official Record Book 18821, at Page 0074, and was rerecorded on July 12, 2005 in Official Record Book 18888, at Page 1455, Public Records of Palm Beach County, Florida;

WHEREAS, pursuant to Section 21.5.C of the Declaration, the Developer may unilaterally amend the Declaration so long as the Developer is in control of the Board of Directors of the Association;


WHEREAS, the Developer is in control of the Board of Directors of the Association;

WHEREAS, the 56 parking spaces owned by the Fairway Club Property Owners Association, Inc. were slightly modified, and the Developer wishes to reflect those changes by the recordation of revised pages 3 and 9 of 9 in Exhibit "A" attached to the original Declaration and the Phase Amendments to the Declaration, the original of which together with Page 1 of 9 (the Certificate of Surveyor for each phase) is attached to and made a part of this Certificate as Exhibit "1";

WHEREAS, the Developer has approved of other amendments to the Declaration in the particulars as set forth in Exhibits "1" to this Certificate;

WHEREAS, this Certificate of Amendment together with Exhibit "1" shall be recorded in the public records of Palm Beach County, Florida;

NOW, THEREFORE, the Declaration of Condominium shall be amended in the particulars as stated in Exhibit "1" attached hereto; these amendments shall run with the real property known as Lucerne Pointe Condominium "C", a Condominium, and

 NOTARY PUBLIC-STATE OF FLORIDA
Judith R. Ginsberg
Commission # DD387953
Expires: JAN. 19, 2009
Bonded Thru Atlantic Bonding Co., Inc.

NOTARY PUBLIC:

Sign: *Judith R. Ginsberg*

My commission expires: *Jan. 19, 2009*

Exhibit "1"

AMENDMENTS TO THE DECLARATION OF CONDOMINIUM

As used herein the following shall apply:

A. Words in the text which are lined through with hyphens (---) indicate deletions from the present text.

B. Words in the text which are underlined indicate additions to the present text.

1. **The following shall be added to Section 4.1 of the Declaration which read as follows:**

"Sheets 3 and 9 of Exhibit "A" as attached to the original Declaration and Phase Amendment to the Declaration shall be substituted and replaced with the revised Sheets 3 and 9 of 9 of Exhibit "A" applicable to Phases I and II, which together with the attached Sheet 1 of 9 (Certificate of Surveyor) relating to each phase, is attached to and made a part of this amendment as Exhibit "1"."

2. **The last sentence of Section 10.1 of the Declaration shall be amended to read as follows:**

"Common expenses shall also include assessments or other charges levied by the Fairway Club Property Owners Association, Inc., who in turn collects assessments and other charges due and owing to Lucerne Lakes Master Homeowners' Association, Inc. ~~and Lucerne Pointe Recreation Association, Inc.~~ However, retroactive to the date on which the Declaration was originally recorded, the assessments and other charges collected by Fairway Club Property Owners Association, Inc. and/or Lucerne Pointe Recreation Association, Inc. which are due and owing to Lucerne Pointe Recreation Association, Inc. are not common expenses but instead are Charges pursuant to Section 10.11 below."

3. **Section 10.2 of the Declaration shall be amended to read as follows:**

"10.2 Share of Common Expenses and Lucerne Pointe Recreation Association, Inc. Charges.

- A. Each Owner (collectively) and each Unit in each Condominium shall be liable for that share of the common expenses equal to each Owner's share of ownership of the common elements as stated in Section 6.1 above.

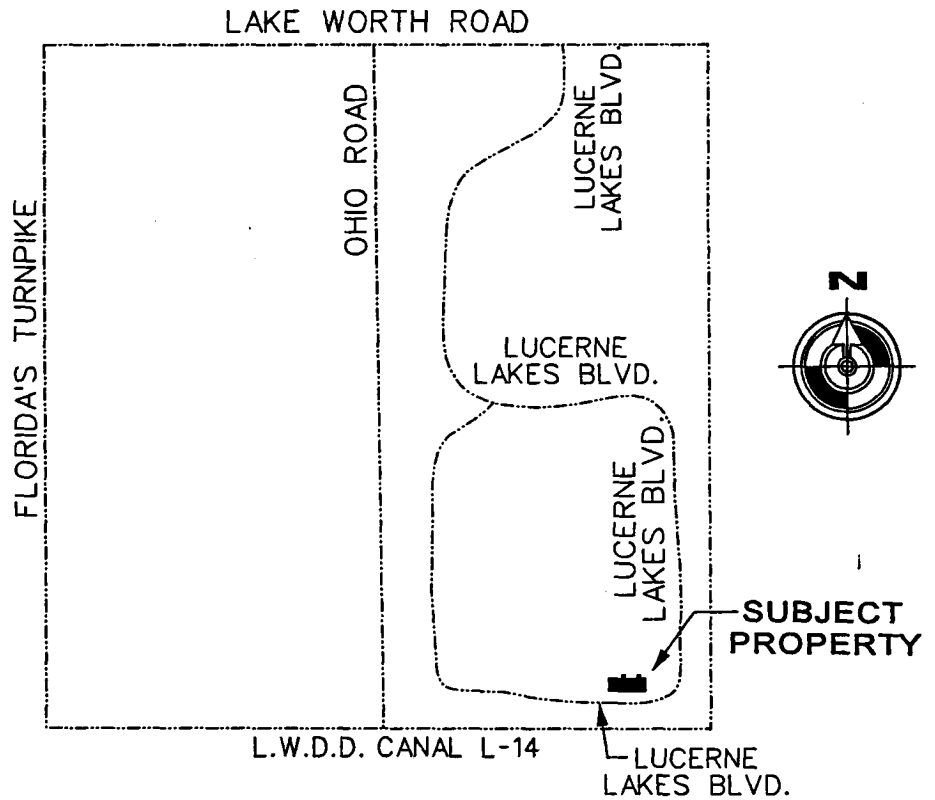
B. Retroactive to the date on which the Declaration was originally recorded, assessments and other charges due and owing to the Lucerne Pointe Recreation Association, Inc. shall be shared by the Owners in accordance with the formula set forth in Section 8.9 of the By-Laws of Lucerne Pointe Recreation Association, Inc. as amended from time to time; more specifically, the allocation would be as set forth relative to the Fairway Club Property Owners Association, Inc., who collects assessments and other charges due to Lucerne Pointe Recreation Association, Inc., as set forth in Section 8.9.3 of the By-Laws of the Lucerne Pointe Recreation Association, Inc., as amended from time to time.

4. **Section 10.11.A of the Declaration shall be amended to read as follows:**

"10.11 Charges.

A. **Defined. Each Unit and Owner shall be liable for Charges levied by the Association against the Unit and Owner, with the due date as per invoice from the Association. Charges shall be deemed to include but not be limited to: maintenance or other services furnished by the Association for the benefit of an Owner; damages; assessments and other charges levied by Fairway Club Property Owners Association, Inc. and/or Lucerne Pointe Recreation Association, Inc., relating to assessments and other charges due and owing to the Lucerne Pointe Recreation Association, Inc.; and any other sums other than assessments which are referred to as Charges in the Condominium Documents. At no time shall a Charge be deemed an assessment under the Condominium Act or under the Condominium Documents, nor subject to a lien."**

**LUCERNE POINTE CONDOMINIUM "C" - PHASE 2,
A CONDOMINIUM**



**LOCATION MAP:
NOT TO SCALE**

SURVEYOR'S CERTIFICATE:

The undersigned a Land Surveyor duly authorized to practice under the laws of the State of Florida, Hereby Certifies That: this Exhibit "A", Sheet 1 through 9 inclusive, all of which are made part of the Declaration of Condominium of "LUCERNE POINTE CONDOMINIUM "C" - PHASE 2, A CONDOMINIUM", together with provisions of the aforesaid Declaration of Condominium describing the condominium property, as it relates to matters of survey, is an accurate representation of the proposed location and proposed dimensions of the improvements and further that the identification, proposed location and proposed dimensions of the units, common elements and limited common elements can be determined from these materials.

BY: *Thomas R. Palbicke* HAGER, PALBICKE & ASSOCIATES, INC.
 THOMAS R. PALBICKE, VICE PRESIDENT, REGISTERED LAND SURVEYOR #5061, DATE: MARCH 2005
 STATE OF FLORIDA

NOT VALID UNLESS
 EMBOSSED WITH
 RAISED SEAL OF
 ATTESTING REGISTERED
 LAND SURVEYOR

EXHIBIT "A"

- REVISIONS:
 1.)
 2.)
 3.)
 4.)

HAGER, PALBICKE & ASSOCIATES, INC.
 PROFESSIONAL LAND SURVEYORS
 3850 N.W. BOCA RATON BLVD. SUITE 3, BOCA RATON, FLORIDA 33431
 PHONE: (561) 395-3600 FAX: (561) 395-2237

**LUCERNE POINTE CONDOMINIUM "C" - PHASE 2,
A CONDOMINIUM**

LEGAL DESCRIPTION:

Tract "C" LESS the West 204.67 feet, of "LUCERNE POINTE PHASE III-C-3", according to the Plat thereof, as recorded in Plat Book 62, Pages 118 through 121, of the Public Records of Palm Beach County, Florida.

ALSO LESS THE FOLLOWING,

A portion of said Tract "C"; BEGINNING at the intersection of the South line of said Tract "C" with the East Line of the West 204.67 feet of said Tract "C"; thence N.00°00'13"E., a distance of 87.51 feet; thence S.89°59'47"E., a distance of 20.00 feet; thence S.00°00'13"W., a distance of 17.18 feet; thence N.89°59'47"W., a distance of 4.33 feet; thence S.00°00'13"W., a distance of 29.76 feet; thence N.89°59'47"W., a distance of 0.67 feet; thence S.00°00'13"W., a distance of 40.58 feet; thence N.89°59'47"W., a distance of 15.00 feet to the POINT of BEGINNING.

FLOOD INFORMATION:

COMMUNITY NO: 120192 PANEL NO.: 0170 SUFFIX: A DATE OF FIRM: FEB. 1, 1997 FIRM ZONE: B










ABBREVIATIONS:

A=	- ARC LENGTH	F.F.	- FINISHED FLOOR	PG.	- PAGE
A/C	- AIR CONDITIONER	F.H.	- FIRE HYDRANT	PAVE.	- PAVEMENT
B.C.R.	- BROWARD COUNTY RECORDS	GAR.	- GARAGE	P.R.M.	- PERMANENT REFERENCE MONUMENT
BLDG.	- BUILDING	FND.	- FOUND	P.O.B.	- POINT OF BEGINNING
C.E.	- COMMON ELEMENT.	I.P.	- IRON PIPE	P.O.C.	- POINT OF COMMENCEMENT
C.B.	- CATCH BASIN	I.P.C.	- IRON PIPE & CAP	P.O.T.	- POINT OF TERMINATION
C.B.S.	- CONCRETE BLOCK & STUCCO	SIRC	- SET IRON ROD & CAP	R=	- RADIUS
CH	- CHORD	L.C.E.	- LIMITED COMMON ELEMENT	R/W	- RIGHT OF WAY
COV.	- COVERED	M.H.	- MANHOLE	SEC.	- SECTION
CONC.	- CONCRETE	N.T.S.	- NOT TO SCALE	SND	- SET NAIL & DISK
D=	- DELTA (CENTRAL) ANGLE	N&D	- NAIL & DISK	TYP.	- TYPICAL
D.E.	- DRAINAGE EASEMENT	N&T	- NAIL & TAB	U.E.	- UTILITY EASEMENT
DRAIN.	- DRAINAGE	O.R.B.	- OFFICIAL RECORDS BOOK	W.M.	- WATER METER
EASE.	- EASEMENT	P.B.	- PLAT BOOK	W.V.	- WATER VALVE
EL.	- ELEVATION	P.B.C.R.	- PALM BEACH COUNTY RECORDS		

NOTES:

- 1.) ELEVATIONS WHEN SHOWN REFER TO THE NATIONAL GEODETIC VERTICAL DATUM (N.G.V.D.), OF 1929.
- 2.) THIS FIRM HAS MADE NO ATTEMPT TO LOCATE FOOTINGS AND/OR FOUNDATIONS OR OTHER UNDERGROUND IMPROVEMENTS (UNLESS OTHERWISE NOTED).
- 3.) THIS DRAWING IS THE PROPERTY OF HAGER, PALBICKE & ASSOCIATES, INC. AND WAS PREPARED FOR AND CERTIFIED TO THE PARTY AND/OR PARTIES INDICATED HEREON AND IS NOT TRANSFERABLE OR ASSIGNABLE. IT SHALL NOT BE USED OR REPRODUCED WHOLE OR IN PART WITHOUT WRITTEN AUTHORIZATION.
- 4.) ALL IRON PIPES/OR/RODS, NAILS & DISCS, SET BY THIS FIRM, SET WITH CAP/OR/DISC WITH L.B. 6772.

LEGEND:

C/L or 	CENTERLINE		EDGE OF WATER	BENCHMARK:	Palm Beach County Brass disk,
B/L or 	BASELINE		MANHOLE, SANITARY SEWER	"PATRIOT":	at 1/2 Mile N. of Lantana Rd., E. Side
 ELEVATION, AS-BUILT			MANHOLE, STORM DRAINAGE	Jog Rd., 54' N.E. of N. end conc. wall, 51' S. of S.	
	FLOW ARROW		CATCH BASIN	cut L-14 Canal, 15' N. of witness post on wood	
			FIRE HYDRANT	fence: -- ELEVATION = +19.175 N.G.V.D.	

NOTE: Bearings shown hereon are based upon an assumed meridian along the Centerline of Lucerne Lakes Blvd., having a bearing of N.89°59'47"W.

LEGAL DESCRIPTION

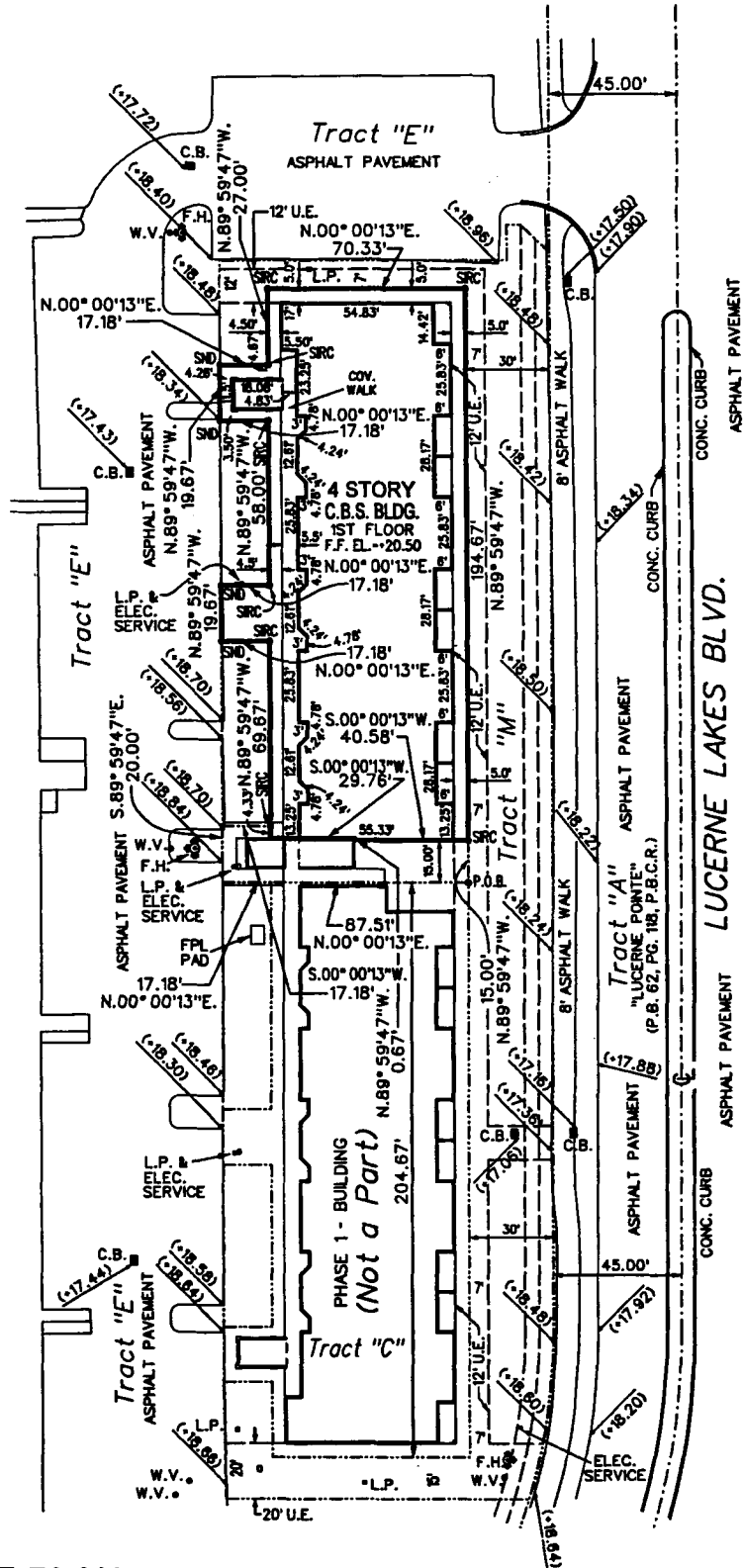
EXHIBIT "A"

- REVISIONS:
- 1.)
 - 2.)
 - 3.)
 - 4.)

HAGER, PALBICKE & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3850 N.W. BOCA RATON BLVD. SUITE 3, BOCA RATON, FLORIDA 33431
PHONE: (561) 395-3600 FAX: (561) 395-2237

DATE: MARCH 2005 SHEET 2 OF 9 SHEETS

LUCERNE POINTE CONDOMINIUM "C" - PHASE 2, A CONDOMINIUM



SITE PLAN

GRAPHIC SCALE: SCALE: 1"=50'



EXHIBIT "A"

REVISIONS:

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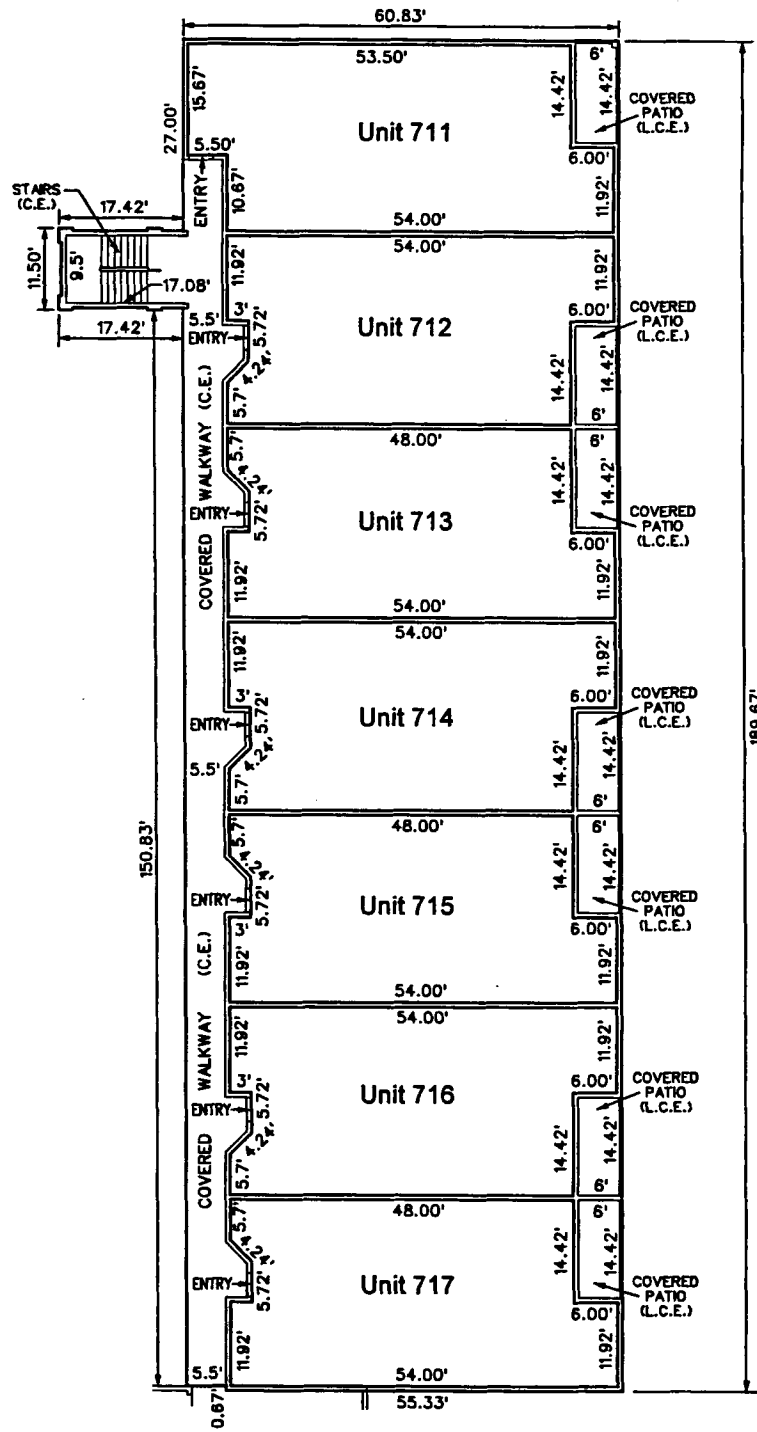
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FAX: (561) 395-2237

DATE: MARCH 2005

SHEET 3 OF 9 SHEETS

LUCERNE POINTE CONDOMINIUM "C" - PHASE 2, A CONDOMINIUM



**BUILDING
1ST FLOOR PLAN**
 UPPER LIMITS (UNIT): +29.17
 LOWER LIMITS (UNIT): +20.50
 GRAPHIC SCALE: SCALE: 1"=20'



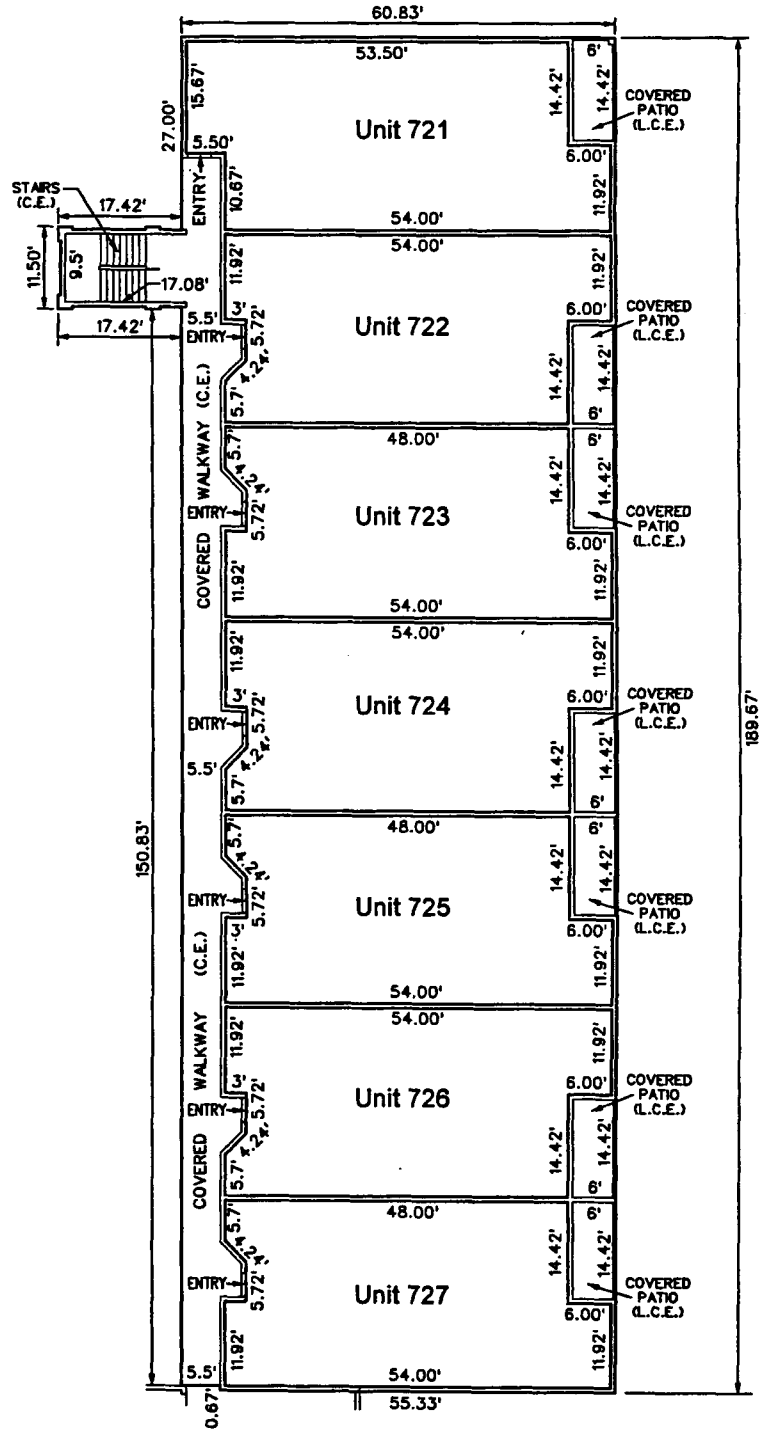
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LUCERNE POINTE CONDOMINIUM "C" - PHASE 2, A CONDOMINIUM

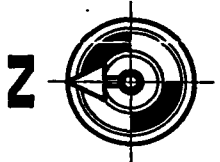


**BUILDING
2ND FLOOR PLAN**
 UPPER LIMITS (UNIT): +38.33
 LOWER LIMITS (UNIT): +29.87
 GRAPHIC SCALE: SCALE: 1"=20'



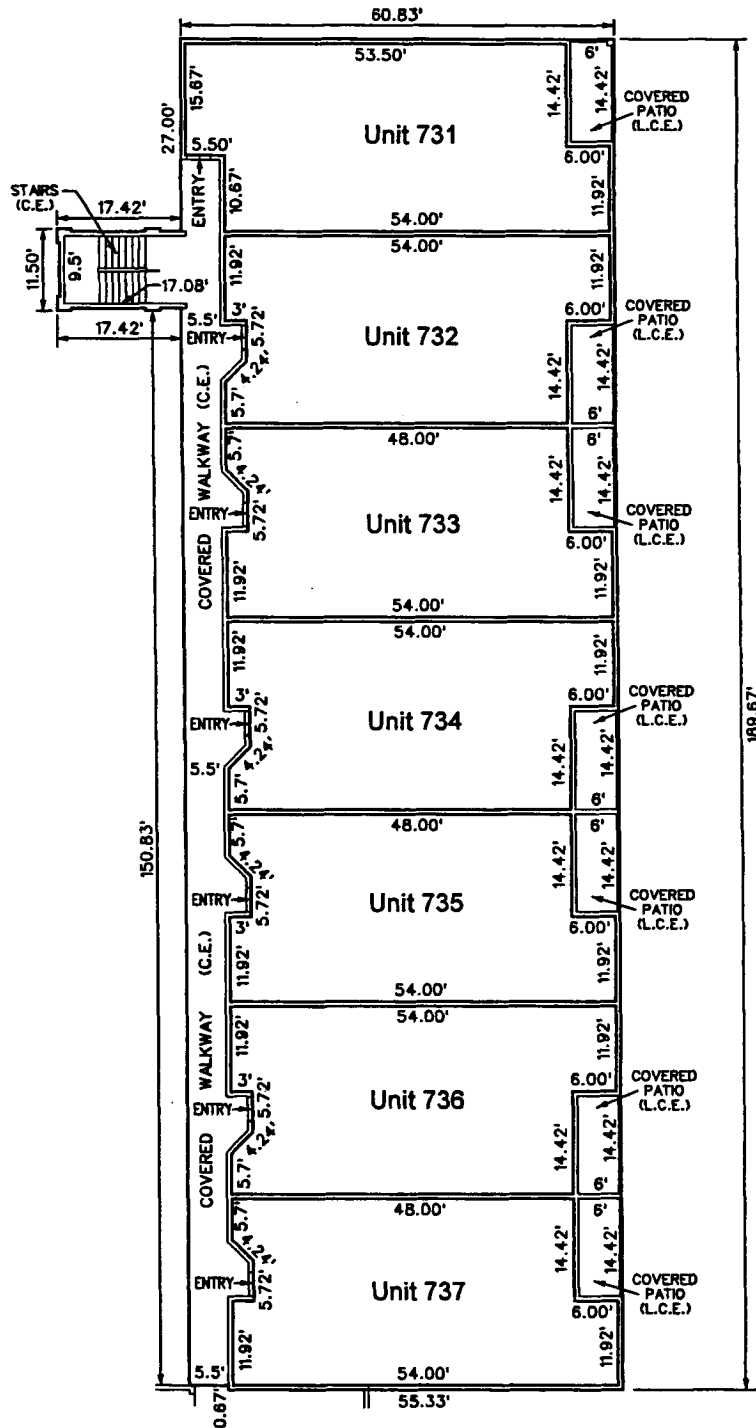
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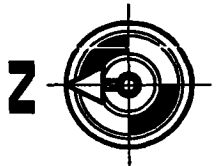
BUILDING
3RD FLOOR PLAN
 UPPER LIMITS (UNIT): +47.50
 LOWER LIMITS (UNIT): +38.83
 GRAPHIC SCALE: SCALE: 1"=20'



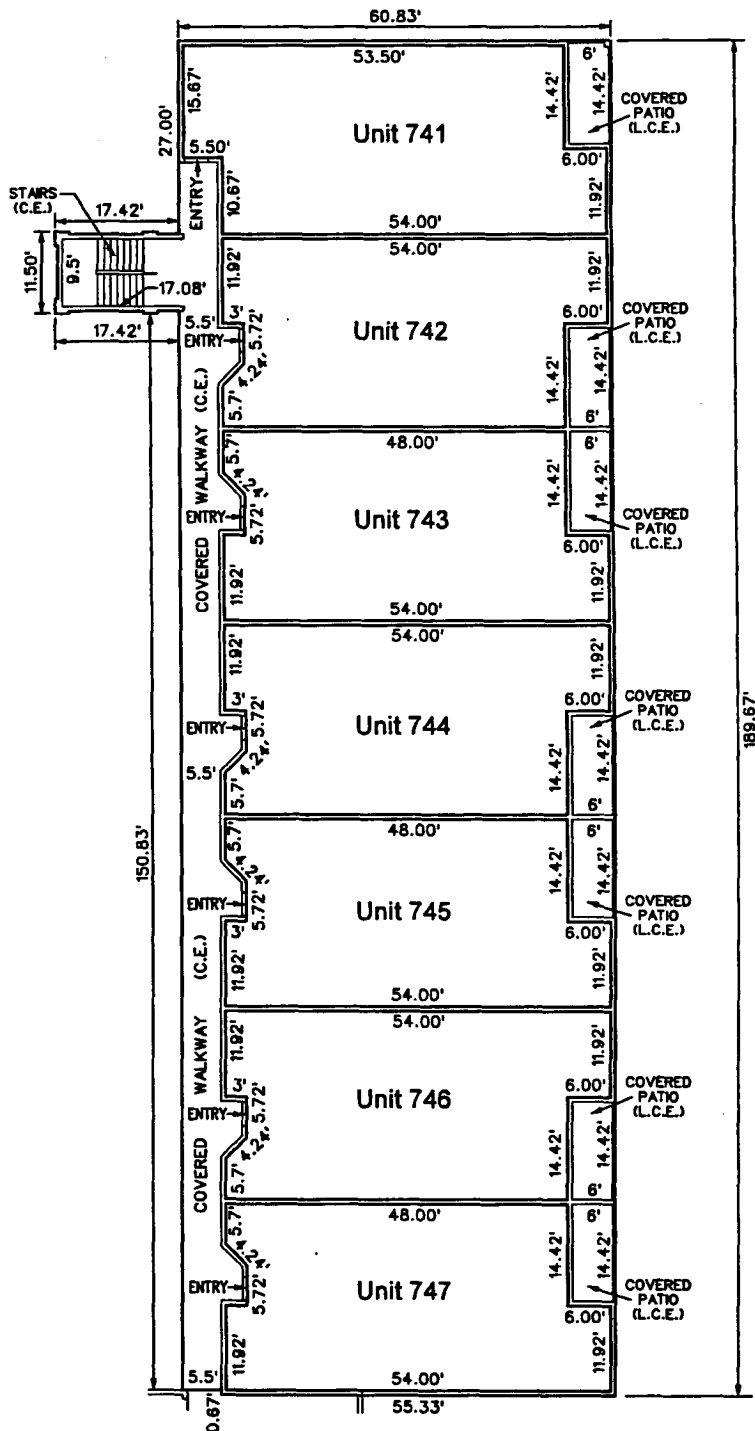
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LUCERNE POINTE CONDOMINIUM "C" - PHASE 2, A CONDOMINIUM



BUILDING
4TH FLOOR PLAN
 UPPER LIMITS (UNIT): +56.67
 LOWER LIMITS (UNIT): +48.00
 GRAPHIC SCALE: SCALE: 1"=20'



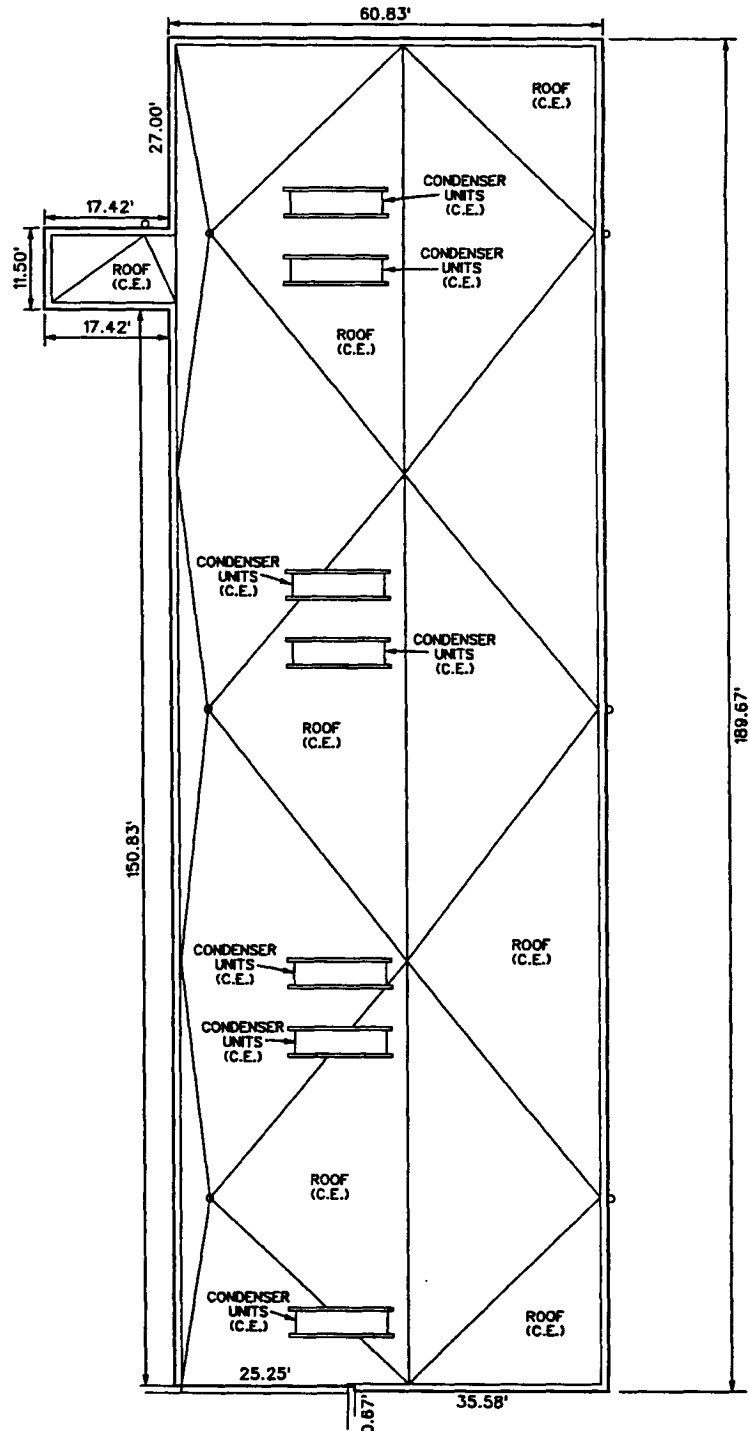
EXHIBIT "A"

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- REVISIONS:
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 - 2.)
 - 3.)
 - 4.)



LUCERNE POINTE CONDOMINIUM "C" - PHASE 2, A CONDOMINIUM



**BUILDING
ROOF PLAN**

UPPER LIMITS (UNIT): +60.67 (TOP OF PARAPET)

LOWER LIMITS (UNIT): -57.17

GRAPHIC SCALE: SCALE: 1"=20'

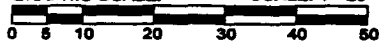


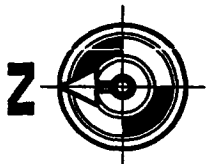
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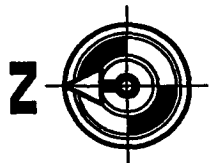
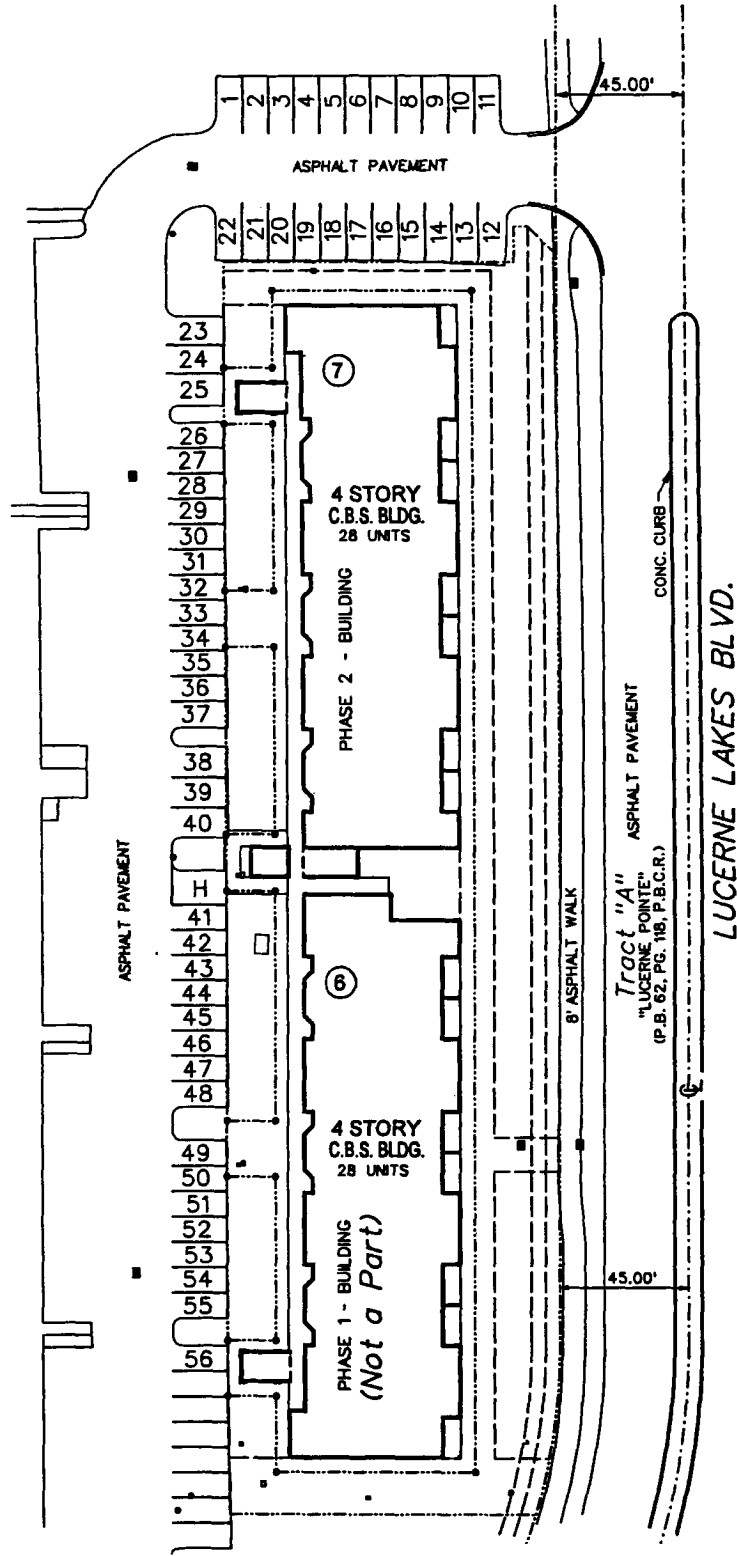
- 1.)
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DATE: MARCH 2005 SHEET 8 OF 9 SHEETS



LUCERNE POINTE CONDOMINIUM "C" - PHASE 2, A CONDOMINIUM



COMMON AREA PARKING SITE PLAN

GRAPHIC SCALE: SCALE: 1"=50'



EXHIBIT "A"

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PROFESSIONAL LAND SURVEYORS

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PHONE: (561) 395-3600

FAX: (561) 395-2237

DATE: MARCH 2005 SHEET 9 OF 9 SHEETS

EXHIBIT "C"

FILED

03 SEP 22 PM 3:54

ARTICLES OF INCORPORATION
OF
LUCERNE POINTE CONDOMINIUM "C" ASSOCIATION, INC.
(a Florida corporation not for profit)

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned by these Articles of Incorporation hereby associates himself for the purpose of forming a corporation not for profit under Chapters 617 and 718, Florida Statutes, and certifies as follows:

ARTICLE I

NAME AND ADDRESS

The name of the corporation is LUCERNE POINTE CONDOMINIUM "C" ASSOCIATION, INC., and its mailing address is c/o 1700 N. University Drive, Suite 302, Coral Springs, Florida 33071.

ARTICLE II

DEFINITIONS

For convenience, the corporation shall be referred to in this instrument as the "Association"; the Declaration of Condominium, as the "Declaration"; these Articles of Incorporation as the "Articles"; and the By-Laws of the Association as the "By-Laws". All other definitions contained in the Declaration are incorporated by reference into these Articles.

ARTICLE III

PURPOSE AND POWERS

Section 3.1. Purpose. The purpose for which the Association is organized is to provide an entity pursuant to the condominium and corporate statutes for the operation of Lucerne Pointe Condominium "C", a Condominium located in Palm Beach County, Florida. The Association is organized and shall exist on a non-stock basis as a corporation not for profit under the laws of the State of Florida. No portion of any earnings of the Association shall be distributed or inure to the private benefit of any Member, Director or officer.

THIS INSTRUMENT PREPARED BY:
JAY STEVEN LEVINE, P.A.
2500 North Military Trail, Suite 490
Boca Raton, Florida 33431
(561) 999-9925

Section 3.2 Powers and Duties.

- A. General. For the accomplishment of its purposes, the Association shall have all the common law and statutory powers and duties of a corporation not for profit under the laws of the State of Florida, except as limited or modified by the Declaration, the By-Laws or the Condominium Act and corporate act and such powers as limited or modified by the provisions of Section 3.2.C below. The powers of the Association shall also be as set forth in the Declaration and By-Laws, which shall include the promulgation of rules and regulations with respect to the property in the Condominium, the Units included, and Association property.
- B. Powers. The Association shall have all of the powers reasonably necessary to operate the Condominium pursuant to the Declaration and By-Laws as they may hereafter be amended, including, but not limited to:
1. To make and collect annual and special assessments against members of the Association to defray the costs, expenses and losses of the Condominium and the Association, and to use the funds in the exercise of its powers and duties.
 2. To protect, maintain, repair, replace and operate the property in the Condominium pursuant to the Condominium Documents.
 3. To purchase insurance upon the Condominium for the protection of the Association and its members, as required by law.
 4. To make improvements of the property in the Condominium, subject to any limitations contained in the Declaration.
 5. To reconstruct improvements after casualty.
 6. To make, amend, and enforce reasonable rules and regulations governing the use of the Condominium and Association property, inclusive of the Units, the operation of the Association, and including the frequency, time, location, notice and manner of the inspection and copying of official records.
 7. To contract for the management and maintenance of the Condominium, and to delegate any powers and duties of the Association in connection therewith except such as are specifically required by the Declaration to be exercised by the Board of Directors or the membership of the Association.

8. To employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the Condominium and Association property.

C. Limitation on Corporate Powers. The following limitations on the following powers of the Association as set forth in the corporate statute, shall apply:

1. No Directors, officers or committee members shall receive compensation for their services as Directors, officers and committee members. The foregoing shall not preclude Directors, officers and committee members from being (and who shall be) reimbursed for all actual and proper out-of-pocket expenses relating to the proper discharge of their respective duties.
2. The Association may borrow money with the following limitations: The Association shall have the right to borrow money upon the approval by the Board of Directors alone up to an amount which is 20% of the annual budget, cumulatively in a budget year. However, if the amount of same shall exceed 20% of the annual budget, cumulatively in a budget year, then the loan may not be made unless approved by not less than a majority of the voting interests of those Owners present in person and by proxy at an Owners' meeting.
3. All funds and the title to all property acquired by the Association and their proceeds shall be held for the benefit and use of the Owners in accordance with the provisions of the Declaration, these Articles, and the By-Laws.

All powers of the Association conferred by the Declaration and By-Laws are incorporated into these Articles by reference.

D. Duties.

1. The Association shall adopt a Rule and Regulation concerning the posting of notices of Board meetings and the annual meeting.
2. The Association shall prepare a Question and Answer Sheet and shall update it at least annually if and as required by the Condominium Act and Administrative Rules as amended from time to time.
3. The Association shall maintain an adequate number of copies of the Condominium Documents and Rules and Regulations, and all

amendments to the foregoing, as well as the Question and Answer Sheet referred to above, and the most recent year-end financial information on the Condominium or Association property, to ensure their availability to Owners. The Association may charge its actual costs for preparing and furnishing the foregoing to those requesting same.

4. The Association shall ensure that the following contracts shall be in writing:
 - (a) Any contract for the purchase, lease or renting of materials or equipment, which is not to be fully performed within one year from the date of execution of the contract.
 - (b) Any contract, regardless of term, for the provision of services; other than contracts with employees of the Association, and contracts for attorneys and accountants services, and any other service contracts exempted from the foregoing requirement by the Condominium Act or Administrative Rules as amended from time to time.
5. The Association shall obtain competitive bids for materials, equipment and services where required by the Condominium Act and Administrative Rules as amended from time to time. This provision shall not require the Association to accept the lowest bid.
6. The Association shall obtain and maintain fidelity bonding as required by the Condominium Act and Administrative Rules.
7. The Association shall keep a roster of Owners and their addresses and mortgagees and their addresses based on information supplied in writing by the Owners from time to time to the Association.

ARTICLE IV

MEMBERSHIP AND VOTING IN THE ASSOCIATION

Section 4.1. Membership. The members of the Association shall be as provided in Section 2.1 of the By-Laws.

Section 4.2. Voting. The Owners of each Unit, collectively, shall be entitled to that vote as set forth in the By-Laws. Fractional voting is absolutely prohibited. The manner of exercising voting rights shall be as set forth in the By-Laws.

ARTICLE V

DIRECTORS

Section 5.1. Number and Qualifications. The property, business and affairs of the Association shall be managed by a Board in the manner and accordance with the relevant provisions specified in the By-Laws. Qualifications of Directors are contained in the By-Laws.

Section 5.2. Duties and Powers. All of the duties and powers of the Association existing under Chapters 718 and 617, Florida Statutes and the Condominium Documents shall be exercised exclusively by the Board of Directors, its agents, contractors, or employees, subject only to:

- A. approval by Owners, when such approval is specifically required in the Law or Condominium Documents; and/or
- B. action by the Executive Committee, if any.

Section 5.3. Election; Removal. Director(s) of the Association shall be elected in the manner determined by and subject to the terms and provisions set forth in the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

Section 5.4. First Board of Directors. The names and addresses of the members of the first Board of Directors, who shall hold office until their successors are elected and have taken office, as provided for in the By-Laws, are as follows:

Lewis Moscovitch
1700 N. University Drive, Suite 302
Coral Springs, Florida 33071

Carla Moscovitch
1700 N. University Drive, Suite 302
Coral Springs, Florida 33071

Sue Fry
1700 N. University Drive, Suite 302
Coral Springs, Florida 33071

ARTICLE VI

OFFICERS

Section 6.1. Offices. The affairs of the Association shall be administered by the Officers holding the offices designated in the By-Laws.

Section 6.2. Duties and Powers. The powers and duties of the officers are as provided in the By-Laws.

Section 6.3. Election; Removal. The Officers shall be elected by the Board of Directors of the Association at its first meeting after the election meeting of the members of the Association and shall serve at the pleasure of the Board of Directors.

Section 6.4. First Officers. The names and addresses of the first officers who shall serve until their successors are designated by the Board of Directors are as follows:

President: Lewis M. Moscovitch
1700 N. University Drive, Suite 302
Coral Springs, Florida 33071

Vice President: Carla M. Moscovitch
1700 N. University Drive, Suite 302
Coral Springs, Florida 33071

Secretary: Sue Fry
1700 N. University Drive, Suite 302
Coral Springs, Florida 33071

Treasurer: Sue Fry
1700 N. University Drive, Suite 302
Coral Springs, Florida 33071

ARTICLE VII

BY-LAWS

The By-Laws of the Association may be altered, amended or rescinded by the vote of both the Board of Directors and members of the Association in the manner provided in the By-Laws; with the vote of the Board alone permitted only if and as permitted in the By-Laws.

ARTICLE VIII

AMENDMENTS TO THE ARTICLES OF INCORPORATION

Amendments to these Articles shall be proposed and adopted in the following manner:

Section 8.1. Proposal. Amendments to these Articles may be proposed by a majority of the entire membership of the Board of Directors or by written petition signed by at least twenty-five percent (25%) of the voting interests of the members of the Association. Only one co-owner of a Unit need sign the petition for that Unit.

Section 8.2 Procedure; Notice and Format. In the event that any amendment is proposed by the Board of Directors, then the Board may propose the amendment to be considered at the annual or a special members' meeting. In the event that any amendment was proposed by written petition of the members, then the Board shall have forty (40) days from its receipt of the petition or ten (10) days after its next regular meeting, whichever time period is greater, to certify that the proper number of owners executed the petition. Once certified, the Board shall call a meeting of the members to vote on the amendments within sixty (60) days after certification of the signatures. An amendment may be considered at the annual or a special members' meeting. The full text of any amendment to the Articles shall be included in the notice of the members' meeting of which a proposed amendment is considered by the Owners members.

Section 8.3 Vote Required. Except as otherwise provided by Florida law, or by specific provision of these Articles, these Articles may be amended by concurrence of not less than a majority of the entire membership of the Board of Directors then serving and by two-thirds (2/3) of the voting interests of all members. If the amendments were proposed by a written petition signed by the members pursuant to Section 8.1 above, then the concurrence of the Board of Directors shall not be required.

Section 8.4. Recording and Effective Date. A copy of each amendment shall be filed with the Department of State pursuant to the provisions of applicable Florida law, and a copy bearing the filing stamp of the Department of State shall be recorded in the public records of the County. The Certificate of Amendment shall, on the first page, state the book and page of the public records where the Declaration is recorded. The Certificate shall be executed by any officer with the formalities required for the recording of a deed. The amendment shall be effective upon recording in the public records of the County. Exception. As to any amendment to Article X of these Articles, this Section 8 shall not apply.

Section 8.5. Provisos. Notwithstanding any provision contained in these Articles to the

contrary:

- A. An amendment to these Articles that adds, changes, or deletes a greater or lesser quorum or voting requirement must meet the same quorum requirement and be adopted by the same vote required to take action under the quorum and voting requirements then in effect or proposed to be adopted, whichever is greater.
- B. Article X of these Articles may be amended by the vote of a majority of the entire Board of Directors, without the need for membership approval, if a statement of change of registered agent and/or office is on file with the Department of State.
- C. The Developer shall be permitted to unilaterally amend these Articles, without the approval of any Owner and the Association, so long as the Developer is in control of the Board of Directors of the Association, and thereafter, so long as the Developer owns any Unit in the Condominium, no amendment to these Articles which impairs or removes any reservation, right, or privilege of the Developer or its designees shall be effective unless the Developer shall join and consent to the amendment.

ARTICLE IX

TERM

The term of the Association shall be perpetual, subject to dissolution of the Association incident to termination of the Condominium as provided for in Section 18 of the Declaration and the Condominium Act.

ARTICLE X


REGISTERED AGENT AND REGISTERED OFFICE

The Registered Agent for the Association is Larry Rothenberg, Esquire, and the Registered Office is 900 North Federal Highway, Suite 460, Boca Raton, Florida 33432.

IN WITNESS WHEREOF, the incorporator has affixed his signature on this 18 day of September, 2003.

WITNESSES:

Sign Susan Neilson
Print Susan Neilson
Sign Alina Frazier
Print Alina Frazier



Lewis Moscovitch, Incorporator

FILED

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STATE OF FLORIDA)
) ss
COUNTY OF PALM BEACH)

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

I HEREBY CERTIFY that on this 18 day of September, 2003, before me personally appeared Lewis Moscovitch, who is personally known to me or who has produced _____ (if left blank, personal knowledge existed) as identification and who did not take an oath and who executed the aforesaid as his free act and deed.

WITNESS my signature and official seal at _____ in the County of Palm Beach, State of Florida, the day and year last aforesaid.



Elana Fink
Commission # DD 074807
Expires Jan. 7, 2005
Bonded Through
Atlantic Bonding Co., Inc.

NOTARY PUBLIC:

Sign: [Signature]

Print: Elana Fink

ACCEPTANCE OF REGISTERED AGENT

Having been named as Registered Agent to accept service of process of LUCERNE POINTE CONDOMINIUM "C" ASSOCIATION, INC., at the place designated in these Articles, I agree to act in the capacity and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

DATED THIS 18 day of September, 2003

[Signature]
LARRY ROTHENBERG
Registered Agent



EXHIBIT "D"

BY-LAWS

OF

LUCERNE POINTE CONDOMINIUM "C" ASSOCIATION, INC.

(A Corporation not-for-profit under the laws of the State of Florida)

Section 1. **GENERAL.** These are the By-Laws of LUCERNE POINTE CONDOMINIUM "C" ASSOCIATION, INC., hereinafter the "Association", a corporation not for profit organized under the laws of Florida.

1.1 **Seal.** The seal of the Association shall be inscribed with the name of the Association, the year of its organization, and the words "Florida" and "not for profit". The seal may be used by causing it, or a facsimile of it, to be impressed, affixed, reproduced or otherwise placed upon any document or writing of the corporation where a seal may be required.

1.2 **Definitions.** The definitions set forth in the Declaration of Condominium shall apply to terms used in these By-Laws.

Section 2. **MEMBERSHIP AND VOTING RIGHTS.**

2.1 **Qualifications.** The members of the Association shall be those record Owners of Units in the Condominium. The foregoing is not intended to include persons who hold their interests merely as security for the performance of an obligation. Notwithstanding the foregoing to the contrary, the following shall apply:

- A. In the case of a life estate, only the life tenant (for the duration of his or her life) shall be deemed a member of the Association; thereafter, the persons holding the recorded remainder interest shall become the members of the Association.

2.2 **Change in Membership.** A change of membership shall be established and become effective by recording in the public records of the County, a deed or other similar instrument and by delivery to the Association of a copy of such instrument. The failure of a new record Owner to deliver a copy of such instrument to the Association shall not deprive the new record Owner of membership in the Association.

2.3 **Termination of Membership.** The termination of membership in the Association does not relieve or release a former member from liability or obligation incurred in, or in any way connected with, the Condominium during the period of his or her membership, nor does it impair any rights or remedies which the Association may have against any former Owner arising out of, or in any way connected with, such ownership and membership and the covenants and obligations incident to same.

2.4 Voting Interests: Votes. Each Member of the Association is entitled to one (1) vote for each Unit owned by him/her. The vote of a Unit is not divisible. Votes may be cast in person or by proxy, but proxies may not be used for the election of Directors.

2.5 Approval or Disapproval of Matters. Whenever the decision or approval of an Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such Unit if in an Association meeting, unless the joinder of record Owners is specifically required.

Section 3. MEMBERS MEETINGS.

3.1 Annual Meeting. The annual meeting shall be held in the County in the month of January of each year, at a day, place and time designated by the Board of Directors.

3.2 Election Meeting. The election meeting shall be held in the County each year as part of the annual meeting, for the purpose of electing Directors.

3.3 Special Meeting. Special members meetings must be held whenever called by the president or by a majority of the Board of Directors, and must be promptly called by the president upon the president's or secretary's receipt of a written petition signed and dated by at least one third (1/3) of the voting interests of the membership. Such petition shall state the purpose(s) of the meeting. The business at any special meeting shall be limited to the items specified in the petition, and contained in the notice of meeting.

- A. The calling of a special meeting for recall of Directors is governed by Section 4.4.B below and by applicable Administrative Rules, and not by the provisions of this Section 3.3.
- B. The calling of a meeting pursuant to F.S. 718.112(2)(e) requires only the application of 10% of the voting interests of the Members.

3.4 Court-Ordered Meeting. The circuit court of the County may, after notice to the Association, order a meeting of the members to be held:

- A. On application of any member of the Association entitled to vote in an annual meeting if an annual meeting has not been held within any 13-month period; or
- B. On application of a member who signed a demand for a special meeting valid under Section 3.3 above, if:
 - 1. Notice of the special meeting was not given within sixty (60) days after the date the demand was delivered to the Association's secretary or president; or
 - 2. The special meeting was not held in accordance with the notice.

The court may fix the time and place of the meeting, determine the members entitled to participate in the meeting, specify a record date for determining members entitled to notice of and to vote at the meeting, prescribe the form and content of the meeting notice, and enter other orders as may be appropriate.

3.5 Notice of Members' Meetings.

A. **Election Meeting.** Notice of the election meeting shall be as provided for in Section 4.2 below.

B. **Annual and Special Meetings.** Notice of all annual and special members meetings must state the time, date, and place of the meeting. Notice of all annual and special meetings shall be sent by first class mail to each Member at his address as it appears on the books of the Association. Notice may also be given by e-mail or facsimile only if consented to in writing by the Owner concerned; however, notice of a recall meeting may not be provided by e-mail or facsimile. The officer, manager or other person making such mailing shall provide an affidavit as to the mailing, which shall be retained as part of the official records of the Association. Notice of an annual or special members meeting may, alternatively, be delivered in person if a written waiver of mailing is obtained. The notice must be mailed or delivered at least fourteen (14) days, but not more than sixty (60) days, prior to the date of the meeting, except that the maximum notice for the annual meeting where there is a contested election to the Board, is thirty-four (34) days. The notice must also state the intended agenda for the meeting.

1. Notice of the annual meeting shall be posted in a conspicuous place on the Condominium or Association property at least fourteen (14) continuous days prior to the annual meeting; no such posting is required in connection with special meetings of the membership.

3.6 Waiver of Notice.

A. A member may waive any notice of a meeting of the members before or after the date and time stated in the notice. The waiver must be in writing, be signed by the member entitled to the notice, and be delivered to the Association for inclusion in the minutes or filing with the corporate records. Neither the business to be transacted at nor the purpose of any regular or special meeting of the members need be specified in any written waiver of notice.

B. A member's attendance at a meeting, either in person or by proxy:

1. Waives objection to lack of notice or defective notice of the meeting, unless the member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting; or

2. Waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the member objects to considering the matter when it is presented.

3.7 Members' List for Meeting.

- A. After the mailing of notice of any meeting, the Association shall prepare an alphabetical list of the names and addresses of all its members who were mailed notice of the meeting. This list shall be updated as memberships change up to the date of the meeting.
- B. The members' list must be available for inspection by any member at any time prior to the meeting and continuing up to the start of the meeting at the Association's principal office or at a place identified in the meeting notice in the city/town where the meeting will be held. A member or his agent or attorney is entitled on written demand to inspect the list during regular business hours and at his expense, during the period it is available for inspection.
- C. The Association shall make the members' list available at the meeting, and any member or his agent or attorney is entitled to inspect the list at any time up to the start of the meeting or any adjournment.
- D. The members' list is prima facie evidence of the identity of members entitled to examine the members' list or to vote at meeting of members.
- E. If the requirements of this Section 3.7 have not been substantially complied with or if the Association refuses to allow a member or his agent or attorney to inspect the members' list before or at the meeting, the following shall apply: The meeting shall be adjourned until such requirements are complied with on the demand of any member in person or by proxy who failed to get such access, or, if not adjourned upon such demand and such requirements are not complied with, the circuit court of the County on application of the member, may summarily order the inspection or copying at the Association's expense and may postpone the meeting for which the list was prepared until the inspection or copying is complete.

3.8 Proxies. A proxy may be given by any person entitled to vote, and shall be valid only for the specific meeting for which it was originally given and/or any lawful adjournment of that meeting. No proxy shall be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at the pleasure of the person executing it. To be valid, a proxy must be in writing, dated, and signed by the person authorized to cast the vote for the Unit, and must be delivered to the secretary at or before the adjournment of the particular meeting. The proxy form must conform to any requirements of the Condominium Act and applicable Administrative Rules. An executed original, an executed telegram or cablegram appearing to have been transmitted by the authorized person, or a photographic, photostatic,

facsimile or equivalent reproduction of a proxy form are all valid. Holders of proxies need not be members. The holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy. The proxy may name the Board of Directors as the proxy holder, in which case the proxy shall be voted in the manner determined by resolution of the Board. Subject to Section 3.9 of these By-Laws and to any express limitation on the proxy's authority appearing on the face of the proxy form, the Association is entitled to accept the proxy's vote or other action as that of the member appointing the proxy. Notwithstanding the foregoing to the contrary, except as otherwise permitted by the applicable Administrative Rules as to filling of vacancies by the membership after recall, no proxies may be used for the election of Directors. Limited proxies must be used where required by the Condominium Act. All requirements of F.S. 718.112(2)(b)(2) shall be followed.

3.9 Association's Acceptance of Votes.

- A. If the name signed on a vote, consent, waiver, or proxy appointment corresponds to the name of a member, the Association if acting in good faith is entitled to accept the vote, consent, waiver, or proxy appointment and give it effect as the act of the member.
- B. If the name signed on a vote, consent, waiver, or proxy appointment does not correspond to the name of its member, the Association if acting in good faith is nevertheless entitled to accept the vote, consent, waiver, or proxy appointment and give it effect as the act of the member if:
 - 1. The member is an entity and the name signed purports to be that of an officer or agent of the entity;
 - 2. The name signed purports to be that of an administrator, executor, guardian, personal representative, or conservator representing the member and, if the Association requests, evidence of fiduciary status acceptable to the Association has been presented with respect to the vote, consent, waiver, or proxy appointment;
 - 3. The name signed purports to be that of a receiver, trustee in bankruptcy, or assignee for the benefit of creditors of the member and, if the Association requests, evidence of this status acceptable to the Association has been presented with respect to the vote, consent, waiver, or proxy appointment;
 - 4. The name signed purports to be that of a pledgee, beneficial Owner, or attorney-in-fact of the member and, if the Association requests, evidence acceptable to the Association of the signatory's authority to sign for the member has been presented with respect to the vote, consent, waiver, or proxy appointment; or
 - 5. Two or more persons are the member as cotenants or fiduciaries and the name signed purports to be the name of at least one of the Co-Owners and the person signing appears to be acting on behalf of all the Co-Owners.

- C. The Association is entitled to reject a vote, consent, waiver, or proxy appointment if the secretary or other officer or agent authorized to tabulate votes, acting in good faith, has reasonable basis for doubt about the validity of the signature on it or about the signatory's authority to sign for the member.
- D. The Association and its officer or agent who accepts or rejects a vote, consent, waiver, or proxy appointment in good faith and in accordance with the standards of this Section 3.9 are not liable in damages to the member for the consequences of the acceptance or rejection.
- E. Corporate action based on the acceptance or rejection of a vote, consent, waiver, or proxy appointment under this Section 3.9 is valid unless a court of competent jurisdiction determines otherwise.

3.10 Vote Required, Membership Participation. If a quorum exists, action on a matter (other than the election of Directors) by the members is approved if approval is received from not less than a majority of those voting interests present in person and by proxy at the meetings, unless the Condominium Documents or applicable law require a greater number of affirmative votes. Any member may speak with reference to all designated agenda items, subject to reasonable written Rules and Regulations adopted by the Board of Directors governing the frequency, duration and manner of members' statements; any of such Rules and Regulations shall yield for a particular meeting to the extent that a majority of the voting interests at the meeting determine so. An Owner shall have the right to tape record or videotape a Members' meeting, subject to any applicable Administrative Rules and written Board rules on the subject. Notwithstanding the foregoing to the contrary, no Owner may videotape or tape record at any Members' meeting unless the Member provides written notice of his or her intention to do so, which notice is received by the Association no later than twenty-four (24) hours prior to the scheduled time and date for the meeting.

3.11 Quorum: Election Ballot Return.

- A. Annual and Special Members Meetings. The quorum for the annual and special members' meetings shall be a majority of the voting interests of the entire membership of the Association. After a quorum has been established at a members' meeting, the subsequent withdrawal of members, so as to reduce the number of voting interests entitled to vote at the meeting below the number required for a quorum, shall not affect the validity of any action taken at the meeting or any adjournment.
- B. Election Meeting. Not less than twenty (20%) percent of the eligible voters must cast a ballot in order to have a valid election, even though there might not be a quorum at the annual meeting.

3.12 Adjournment of the Meeting. Any duly called meeting of the members may be adjourned to a later date by the vote required under Section 3.10 of these By-Laws, regardless of

whether a quorum has been attained. A new notice of the adjourned meeting shall be given. Any business which might have been conducted at the meeting as originally scheduled may be conducted at the continued meeting.

3.13 Order of Business. The order of business at members meetings shall be substantially as follows:

- A. Collection of election ballots not yet cast, and election of Directors.
- B. Call to order by the president (or other officer in the absence of the president)
- C. Appointment of a chairperson, only if the president is absent; otherwise, the president chairs the meeting
- D. Appointment of a parliamentarian, if so desired by the membership at the meeting.
- E. Call of the roll or certification of quorum
- F. Proof of notice of meeting or waiver of notice
- G. Minutes of last members meeting - read or waive reading
- H. Reports of officers
- I. Reports of Committees
- J. Unfinished Business
- K. New Business
- L. Adjournment

3.14 Minutes of Meetings. The minutes of all meetings of the membership shall be kept in a book available for inspection by members and/or their authorized representatives at any reasonable time. Member(s) of the Association and their authorized representatives shall have the right to make handwritten notations from the minutes, and to receive photocopies of the Minutes at the cost of the member(s) concerned. The Board of Directors shall establish such cost, not to exceed the limitations imposed by law from time to time. Minutes shall be retained for a period of not less than seven (7) years after the date of the meeting.

Section 4. BOARD OF DIRECTORS; COMMITTEES. The administration of the affairs of the Association shall be by a Board of Directors, with each Director having a fiduciary relationship with the Owners. All powers and duties granted to the Association by law, as modified and explained in the Condominium Documents, shall be exercised by the Board, subject to approval or consent of the Owners only when such is specifically required. An Owner does not have the authority to act for the Association by reason of being an Owner.

4.1 Number and Term of Service; Qualifications.

- A. Number. The number of Directors which shall constitute the whole Board of Directors shall be three (3) persons.

- B. Term. A Director shall be elected to serve for a term of one year, until his or her successor is duly elected, unless he or she sooner resigns, or is recalled.
- C. Qualifications. A Director shall be a member of the Association or his or her spouse; and in the event of a trust as Owner, then any trustee; and in the event of a corporation as Owner, then any officer; and in the event of a business named partnership as Owner, then any general partner; the Association shall be permitted to obtain reasonable documentation from an Owner whose Unit is so owned, indicating that the individual in question has the representative capacity as just stated. To the extent provided by the Condominium Act, as amended from time to time, a person who has been convicted of a felony in the United States and has not had his or her voting rights restored in the jurisdiction of his or her residency is not eligible to serve on the Board of Directors.

4.2 Election of Directors. At each election meeting, the members shall elect as many Directors as there are regular terms of Directors expiring and other vacancies to be filled. Not less than sixty (60) days before the scheduled election meeting, the Association must send notice to each Owner of the date. Not less than forty (40) days prior to the date of the election meeting, eligible candidates must deliver to the Association, written notice of his or her desire to run for the Board of Directors in order to be eligible to be placed on the election ballot. Any candidate may furnish the Association with an information sheet which shall be no larger than 8 ½ inches by 11 inches. The candidate's information sheet, if any, must be received by the Association by no later than thirty-five (35) days prior to the meeting, unless a later date is permitted by the Administrative Rules or Condominium Act as amended from time to time. The Association shall have no liability for the contents of this information sheet prepared by the candidate. In order to reduce costs, the Association may print or duplicate the information sheets on both sides of the paper. The Association shall provide that notice to all Members required by Section 3.5.B above, reminding them of the date, time and place of the election meeting, together with a ballot listing all eligible candidates and any information sheets received from same. No Owner shall permit any other person to cast his ballot, and any such ballots improperly cast shall be deemed invalid. The Association shall follow any Administrative Rules applicable to safeguarding the secrecy of ballots. In the election of Directors, there shall be appurtenant to each Unit as many votes as there are Directors to be elected. No voting representative of any Unit may cast more than one vote for any candidate, it being the intent that casting ballots in the election of Directors shall be non-cumulative. The candidates receiving the highest number of ballots cast shall be declared elected, except that any tie(s) shall be decided as permitted by the applicable Administrative Rules. A newly elected Director shall take office immediately upon the adjournment of the election meeting, provided that the ballot return in Section 3.11.B above is achieved, and notwithstanding that there may not be a quorum for the annual meeting.

- A. Provisos. Notwithstanding the foregoing to the contrary, the following shall apply:

1. An election and balloting are not required unless more candidates file notices of intent to run or are nominated than vacancies exist on the Board to be filled. In that event, the Association shall announce the new Directors at the annual meeting, and all candidates take office as Directors immediately following the adjournment of the annual meeting.
2. In the event that the membership fills vacancies after recall pursuant to Section 4.5.B.2 below, then the election of Directors to fill the vacancies shall be governed by the procedures set forth in the applicable Administrative Rules.
3. In the event that there are an insufficient number of candidates during a particular year to fill all vacancies such that there are fewer than the required number of Directors on the Board, the shortage in the number of Directors shall be considered a vacancy on the Board, which may be filled by the Directors pursuant to Section 4.5.A below.

4.3 Resignation of Directors. A Director may resign at any time by delivering written notice to the Board of Directors or to the president or secretary. A resignation is effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date, the vacancy may be filled before the effective date if it is provided that the successor does not take office until the effective date. A written resignation once tendered cannot be rescinded. Oral resignations shall not be considered effective.

4.4 Removal of Directors (Recall). Any or all Directors may be removed with or without cause by a majority of the voting interests, either by a written agreement or at any meeting called for that purpose.

- A. By Written Agreement. All requirements imposed by the Administrative Rules as amended from time to time shall be followed.
- B. By Special Meeting. A special meeting for the purpose of recall may be called by ten percent (10%) of the voting interests of all Members. The proposed recall of more than one member of the Board shall require a separate vote for each member sought to be recalled. All requirements imposed by the Administrative Rules as amended from time to time shall be followed.
- C. Re-election. Any Director recalled shall not be eligible for re-election until the next regular election meeting.
- D. Proviso. Notwithstanding the foregoing to the contrary: Any vacancies due to the resignation or death of a Developer appointed Director shall be filled by the Developer, and no Director appointed by the Developer shall be subject to recall by the Owners. Any vacancy so filled by the Developer may be done so without the necessity of any Board meeting or reference in the minutes of a Board meeting.

4.5 Vacancies on the Board.

- A. A Vacancy Other than in Connection with Recall. If the office of any Director or Directors becomes vacant for any reason, other than recall as provided for in Section 4.4.A or 4.4.B above, a majority of the Directors, though less than a quorum, shall choose a successor or successors who shall hold office for the unexpired term of his predecessor in office. A vacancy that will occur at a specific later date (by reason of a resignation effective at a later date) may be filled before the vacancy occurs but the new Director may not take office until the vacancy occurs.
- B. Vacancy In Connection with Recall.
1. If a vacancy occurs on the Board as a result of a recall and less than a majority of the existing Board members are removed, the vacancy may be filled by the affirmative vote of a majority of the remaining Directors, for such term as mandated by applicable law as amended from time to time.
 2. If vacancies occur on the Board as a result of a recall and a majority or more of the existing Board members are removed, the vacancies shall be filled in accordance with applicable Administrative Rules, for such term as mandated by applicable law as amended from time to time.
 3. The term "existing Board members" refers to those existing on the date of the recall meeting or date of certification of a recall by written agreement, as applicable.
 4. The conduct of the recall election as well as the operation of the Association during the period after a recall but prior to the recall election, shall be as set forth in applicable Administrative Rules.
- C. Proviso. To the extent that both the Developer and Owners other than the Developer are entitled to representation on the Board, then the following provisions shall apply:
1. Directors elected or appointed by Owners other than the Developer shall be subject to recall by only Owners other than the Developer. Voting interests owned or controlled by the Developer shall not vote in such recall, whether in person or by proxy. For the purposes of establishing percentages of voting interests required by Section 718.112(2)(j), Florida Statutes, and for establishing a quorum pursuant to Section 718.112(2)(b), Florida Statutes, only Units owned by Owners other than the Developer shall be counted.
 2. Directors elected or appointed by the Developer shall be subject to recall by only the Developer. Voting interests owned or controlled by Owners other than the Developer shall not vote in such recall, whether in person or by proxy. For the purposes of establishing percentages of voting interests required by Section 718.112(2)(j), Florida Statutes, and for establishing a quorum pursuant to Section

718.112(2)(b), Florida Statutes, only Units owned by the Developer shall be counted.

3. Subject to the entitlement of representation provisions of Section 718.301, Florida Statutes, only the Developer may vote, in person or by proxy, to fill a vacancy on the Board previously occupied by a Board member elected or appointed by the Developer, in which case a quorum for purposes of that vote shall consist of a majority of Units owned by the Developer. Only Owners other than the Developer may vote, in person or by proxy, to fill a vacancy on the Board previously occupied by a Board member elected or appointed by Owners other than the Developer, in which case a quorum for purposes of that vote shall consist of a majority of Owners other than the Developer.

4.6 Meetings of the Board of Directors.

- A. Organizational Meeting. The organizational meeting of a new Board of Directors shall be held within ten (10) days after the election of new Directors, at such place and time as may be fixed by the Directors at the annual meeting at which they were elected.
- B. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors.
- C. Special Meetings. Special meetings of the Directors may be called by the president, and must be called by the president or secretary at the written request of a majority of the Directors.
- D. Adjourned Meetings. Any duly called meeting of the Board of Directors may be adjourned to a later date by a vote of the majority of the Directors present, regardless of whether a quorum has been attained. No notice of adjournment is required to be given to any Director who was not present at the time of adjournment. Any business which might have been conducted at the originally scheduled meeting may be conducted at its continuance.
- E. Telephone Conference. The Board of Directors may permit any or all Directors to participate in a regular or special meeting by, or conduct the meetings through the use of a telephone conference so long as it complies with the requirements of the applicable Administrative Rules, as amended from time to time. A Director participating in a meeting by this means is deemed to be present in person at the meeting.

4.7 Notice of Board Meetings; Agenda.

- A. Notice to Directors. Notice of the time and place of meetings shall be given to each Directors, personally or by mail, telephone or telegraph, and shall be transmitted three (3) days prior to the meeting; notwithstanding the

foregoing to the contrary, no notice need be given to Directors of a meeting if it is a regular meeting which is held on the same date of each month. Notice of all meetings shall state the agenda for the meeting, including any details of any (annual or special) assessment which will be discussed, considered or approved.

- B. Waiver of Notice by Directors. Notice of a meeting of the Board of Directors need not be given to any Director who signs a waiver of notice either before or after the meeting. Attendance of a Director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened; except when a Director states, at the beginning of the meeting or promptly upon arrival at the meeting, any objection to the transaction of business because the meeting is not lawfully called or convened.
- C. Notice to Members.
1. Posting. Notices of all Board meetings shall be posted conspicuously on the Condominium or Association property at least forty-eight (48) continuous hours in advance, except in an emergency.
 2. Mail or Delivery. Written notice of any Board meeting at which non-emergency special assessments, or at which Rules and Regulations regarding use of the Units will be proposed, and the annual budget, discussed or approved shall be mailed or delivered to the Members and posted conspicuously on the Condominium or Association property not less than fourteen (14) days prior to the Board meeting. Evidence of compliance with this fourteen (14) day notice requirement shall be made by an affidavit executed by those persons specified in the Condominium Act as amended from time to time, and filed among the official records of the Association. In addition, notice of Board meetings may be given by e-mail or facsimile if consented in writing by the Owner concerned.
- D. Agenda. The notice of any Board meeting shall identify all agenda items and when the annual budget shall be considered, the notice must state that the annual assessment will be considered.

4.8 Quorum and Voting.

- A. Quorum. A quorum at a Board meeting shall be attained by the presence in person of a majority of the Board of Directors then serving.
- B. Vote Required. The acts approved by a majority of those Directors present and voting at a meeting at which a quorum has been attained shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Condominium Documents or

by applicable statutes. Directors may not vote by proxy or by secret ballot at Board meetings, except that Directors may vote by secret ballot for the election of officers. So long as required by the Condominium Act as amended from time to time, a vote or abstention for each Board member present shall be recorded in the minutes of the Board meeting.

- C. Presumption of Assent. A Director who is present at a meeting of the Board, inclusive of the president, shall be deemed to have voted in favor of any action taken, unless:
1. He or she objects at the beginning of the meeting (or promptly upon his arrival) to holding it or transacting specified business at the meeting; or
 2. He or she votes against or abstains from the action taken due to an asserted conflict of interest. An abstention for any other reason shall be considered an affirmative vote.
- D. Agenda. No item not on the posted agenda may be taken up by the Board at a Board meeting unless same is an emergency item and the necessary vote is obtained as set forth in the Condominium Act and Administrative Rules as amended from time to time. Such vote must be ratified by the Board as provided for in the Condominium Act and Administrative Rules as amended from time to time.

4.9 Members Participation at Board Meetings. Meetings of the Board of Directors shall be open to all Members to attend and observe. The right to attend Board meetings includes the right to speak with reference to all designated agenda items, subject to reasonable written Rules and Regulations adopted by the Board of Directors governing the frequency, duration and manner of Members' statements. Any Member may tape record or videotape meetings of the Board of Directors, subject to any applicable Administrative Rules, and written Rules and Regulations adopted by the Board of Directors. Notwithstanding the foregoing to the contrary, no Member may videotape or tape record at any Board meeting unless the Member provides written notice of his or her intention to do so, which notice is received by the Association no later than twenty-four (24) hours prior to the scheduled time and date for the meeting.

4.10 The Presiding Officer. Except as otherwise provided for by the Administrative Rules regarding a meeting for the recall of Directors, the president of the Association, or in his absence, the vice-president, shall be the presiding officer at all meetings of the Board of Directors. If neither is present, the presiding officer shall be selected by majority vote of those Directors present.

4.11 Order of Business. The order of business at meetings of the Directors, as appropriate, shall be:

- A. Calling of roll
- B. Proof of notice of meeting or waiver of notice
- C. Reading and disposal of any unapproved minutes of Board meetings

- D. Reports of officers and committees
- E. Election of officers (if any)
- F. Unfinished business
- G. New business
- H. Adjournment

4.12 Joinder in Meeting by Approval of Minutes. A Director may join in the action of a meeting by signing and concurring in the minutes of that meeting. That concurrence, however, shall not constitute the presence of that Director for the purpose of determining a quorum.

4.13 Minutes of Meeting. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by members of the Association and/or their authorized representative(s) at any reasonable time. These individuals shall have the right to make written notations from the minutes, and to receive photocopies thereof at the cost of the member concerned. The Board of Directors shall establish such cost, not to exceed the limitations imposed by law from time to time. Minutes shall be retained for a period of not less than seven (7) years after the date of the meeting.

4.14 Failure to Elect Director Quorum. If the Association or the Board of Directors fails to fill vacancies on the Board of Directors sufficient to constitute a quorum, any member of the Association may apply to the circuit court of the County for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days prior to applying to the circuit court, the member shall mail to the Association and post conspicuously on the Condominium property, a notice describing the intended action, giving the Association time to fill the vacancies. If during such time the Association fails to fill the vacancies, the Member may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver and reasonable court costs and reasonable attorneys' fees incurred by the petitioner(s). The receiver shall have all the powers and duties of a duly constituted Board of Directors and shall serve as such until the Association fills vacancies on the Board sufficient to constitute a quorum.

4.15 Committees. The notice, conduct and participation in voting, and keeping and maintenance of minutes of Committees as defined by the Condominium Act as amended from time to time, shall be governed by the provisions contained in the Condominium Act and Administrative Rules as amended from time to time. Meetings of Committees which do not take final action on behalf of the Board or do not make recommendations to the Board regarding the annual budget are exempt from compliance with F.S.718.112(2)(c).

4.16 Transfer of Board Control. Under F.S. 718.301(1), when Owners other than the Developer own 15% or more of the Units in the Condominium that will be operated ultimately by the Association, the Owners other than the Developer shall be entitled to elect no less than one-third (1/3) of the Board members. F.S. 718.301(1) provides for when the Owners other than the Developer are entitled to elect a majority of the members of the Board. All of these instances are

as follows: At the earliest of the following events: Three (3) years after fifty (50%) percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers; or three (3) months after ninety (90%) percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers; or all Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; or when some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or seven (7) years after the date of recordation of this Declaration creating the initial Phase. The Developer may turn over control of the Board of Directors of the Association to the Owners other than the Developer prior to such date in its sole discretion, whereupon it shall be the affirmative obligation of the Owners other than the Developer to elect Directors and assume control of the Association; the Owners other than the Developer shall be required to accept such control, so long as the Developer provides the notice required under F.S. 718.301(2).

Section 5. OFFICERS.

5.1 Officers - Required; Appointment; Removal; Resignation; Vacancies. The executive officers of the Association shall be a president, and a vice-president, who shall be Directors, and a treasurer and a secretary, who need not be Directors, all of whom shall be elected annually by a majority vote of the entire Board. The Board of Directors may, from time to time, appoint such other officers, and designate their powers and duties, as the Board shall find to be required to manage the affairs of the Association. If the Board so determines, there may be more than one vice-president. Any officer may be removed with or without cause by vote of a majority of the entire Board at any Board meeting. An officer may resign at any time by delivering notice to the Association. A resignation is effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Association accepts the future effective date, the Board of Directors may fill the pending vacancy before the effective date if the Board of Directors provides that the successor does not take office until the effective date.

5.2 President. The president shall be the chief executive officer of the Association. He or she shall preside at all meetings of the members and Directors, shall have general and active management of the business of the Association, and shall see that all orders and resolutions of the Board are carried into effect. He or she shall give, or cause to be given, notice of all meetings of the members and of the Board of Directors. He or she shall execute bonds, mortgages, and other contracts requiring seal of the Association, except where such are permitted by law to be otherwise signed and executed, and the power to execute is delegated by the Board of Directors to some other officer or agent of the Association.

5.3 Vice-Presidents. The vice-presidents, in the order of their seniority shall, in the absence or disability of the president, perform the duties and exercise the power of the president,

and shall perform such other duties as the Board of Directors may prescribe. "Absence" or "disability" shall be viewed on a case by case, duty by duty basis, and as used herein, shall mean incapability of the president to effect a particular duty under question, incident to the office of the president.

5.4 Secretary. The secretary shall attend all meetings of the Board of Directors and all meetings of the members and shall cause all votes and the minutes of all proceedings to be recorded in a book or books to be kept for the purpose, and shall perform like duties for the standing committees and Executive Committee when required. He shall maintain an accurate and up-to-date roster of Owners and their addresses. He or she shall keep in safe custody the seal of the Association and, when authorized by the Board, affix the seal to any instrument requiring it. The secretary shall be responsible for the proper recording of all duly adopted amendments to the Condominium Documents. Any of the foregoing duties may be performed by the Assistant secretary, if one has been designated.

5.5 Treasurer. The treasurer shall have responsibility for the custody of Association funds and securities and the keeping of full and accurate accounts of receipts and disbursements in books belonging to the Association. He or she shall cause all monies and other valuable effects to be deposited in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. He or she shall oversee disbursement of the funds of the Association, making proper vouchers for such disbursements, and shall render to the president and Directors, at the regular meetings of the Board, or whenever they may require it, an account of all his transactions as treasurer and of the financial condition of the Association. Any of the foregoing duties may be performed by an assistant treasurer, if any has been designated.

5.6 Special Duty. The Board shall from time to time delegate to one of its officers, the responsibility for preparing minutes of Directors' and members' meetings and for authenticating records of the Association. Should or to the extent that the Board shall fail to delegate same, the responsibility shall lie with the secretary.

Section 6. COMPENSATION OF DIRECTORS, OFFICERS AND COMMITTEE MEMBERS. Neither Directors, officers, nor (statutory and non-statutory) committee members shall receive compensation for their services as Directors, officer or committee member (as applicable). Directors, officers and committee members shall be entitled to reimbursement for all actual and proper out-of-pocket expenses, relating to the proper discharge of their respective duties.

Section 7. FISCAL MATTERS. The provisions for fiscal management of the Association set forth in Section 10 of the Declaration shall be supplemented by the following provisions:

7.1 Annual Budget.

- A. The Board of Directors shall adopt an annual budget for common expenses for each budget year, which shall run for the twelve month period beginning

with the first day of the month in which the Declaration is recorded, until the Board votes to change same. A copy of the proposed budget and a notice stating the date, time and place of the Board meeting shall be mailed to or served on the Owner of each Unit not less than fourteen (14) days prior to the date of that meeting. The proposed budget shall be detailed and shall show the amounts budgeted by accounts and expense classifications. The annual budget shall include all estimated expenses or expenditures including the categories set forth in F.S. 718.504(21)(c), only if applicable, as more fully set forth in the Administrative Rules as amended from time to time. The failure of the Association to adopt a budget prior to the commencement of the new budget year shall not invalidate the budget or the annual assessments due pursuant to the untimely adopted budget. The Board of Directors further has the power to amend (increase) the annual budget should same be necessary to pay for valid common expenses, or to amend (decrease) the annual budget should same be warranted, all in the discretion of the Board of Directors.

- B. If an adopted budget requires assessments against the Owners in any budget year which exceed 115% of the assessments for the preceding year, the Board, upon written application of ten percent (10%) of the voting interests to the Board, received by the Board within 21 days after the adoption of the annual budget, shall call a special meeting of the Owners within sixty (60) days after adoption of the annual budget upon not less than fourteen (14) days written notice to each Owner. At the special meeting, the Owners shall consider and enact a budget, provided that not less than a majority of the voting interests of the entire membership vote to do so. If a quorum is not attained at the special meeting or a substitute budget is not adopted by the Owners at the special meeting by the majority vote just mentioned, the budget adopted by the Board of Directors shall go into effect as scheduled. In determining whether assessments exceed 115% of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the property in the Condominium, anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, or assessments for betterment to the Properties shall be excluded from the computation.
- C. Notwithstanding the foregoing to the contrary, as long as the Developer is in control of the Board, the Board may not impose an assessment for any year greater than 115% of the prior year's assessments without approval of a majority of all of the voting interests of the Association.

7.2 Reserves.

- A. Statutory Reserves for Capital Expenditures and Deferred Maintenance. In addition to annual operating expenses, the proposed budget must include

reserve accounts for capital expenditures and deferred maintenance and shall list the information as required by the Condominium Act and applicable Administrative Rules as amended from time to time. These accounts shall include, but are not limited to, roof replacement, building painting and pavement resurfacing, and all other building components required by the Condominium Act and applicable Administrative Rules as amended from time to time. The amount to be reserved shall be computed by a formula based upon the estimated remaining life and replacement cost of each item, in the manner required by any applicable Administrative Rules as amended from time to time. These reserves shall be fully funded unless a majority of the voting interests of those Members present in person and by proxy at a Members' meeting vote to fund no reserves or less than adequate reserves for a budget year. The vote to waive or reduce reserves, if any is taken, may be taken only after the proposed budget has been mailed to the Members as required in 7.1 above. Reserves funded under this Section 7.2 and any interest accruing thereon shall be used only for the purposes for which they were reserved, unless their use for other purposes is first approved by the same vote of voting interests mentioned in the preceding sentence, or unless their use is otherwise permitted by the Condominium Act and Administrative Rules as amended from time to time. Such reserves shall be segregated from operating funds of the Association to the extent required by the Condominium Act and Administrative Rules as amended from time to time.

- B. Other Reserves. In addition to the statutory reserves provided in 7.2.A above, or in place of them if the members so vote, the Board may establish one or more additional reserve accounts for contingencies, operating expenses, repairs, permitted improvements or deferred maintenance. The purpose of the reserves is to provide financial stability and to avoid or minimize the need for special assessments. The amounts proposed to be so reserved shall be shown in the proposed annual budget each year, subject to advice from the Association's accountant as to tax consequences of same. Any reserves which are not to be restricted must be shown in the operating portion of the budget.
- C. Developer Controlled Association. Notwithstanding the foregoing to the contrary, prior to turnover of control of the Association to the Owners, the Developer may vote to waive the reserves or reduce the funding of reserves for the first two (2) fiscal years which begin as stated in Section 7.8 below, after which time during Developer control, reserves may only be waived or reduced upon the vote of a majority of all non-Developer voting interests voting in person or by limited proxy at a membership meeting. Furthermore, prior to turnover of control of the Association by the Developer to the Owners, the Developer-controlled Association shall not vote to use reserves

for purposes other than that for which they were intended without the approval of a majority of all non-Developer voting interests voting in person or by limited proxy at a membership meeting.

7.3 Annual Assessments. Annual assessments based on the adopted budget shall be paid in twelve (12) equal installments, in advance, due on or before the first day of each and every month of each and every year, unless otherwise specified by the Board of Directors. One written notice of the annual assessment shall be provided to all members, prior to the start of the particular budget year; no other notices need be given by the Association. Failure to send or receive such notice shall not excuse the obligation to pay. If an annual budget for a new budget year has not been adopted at the time the first installment for that year is due, it shall be presumed that the amount of such installment is the same as the previous installment, and shall be continued at such rate until a budget is adopted and pro rata assessments are calculated, at which time any overage or shortage calculated shall be added or subtracted from each Unit's next due installment. In the event that the annual budget is amended, the overage or shortage calculated shall be added or subtracted equally over the balance of the annual assessment installments due for the year.

7.4 Special Assessments. Special assessments may be imposed by the Board of Directors when needed to meet any proper common expense(s) for which there is/are not sufficient funds in the annual budget and annual assessments. Special assessments are due on the date(s) specified in the resolution of the Board approving such assessment. The applicable provisions of Section 4.7.C.2 above shall apply. The funds collected pursuant to a special assessment shall be used only for the specific purpose or purposes set forth in the notice of the special assessment. In the event that the funds are used for the specific purpose or purposes, and excess funds remain, the excess funds will be retained by the Association as part of the common surplus, and may, at the discretion of the Board, be returned to the Owners or applied as a credit toward future assessments.

7.5 Acceleration of Assessments. If any annual or special assessment installment as to a Unit becomes more than thirty (30) days past due, the Association shall have the right to accelerate the due date of the entire unpaid balance of the Unit's annual assessment for that fiscal year and/or special assessment, as applicable. The accelerated assessment shall be due and payable on the date on which the claim of lien is recorded. Once the claim of lien is recorded, the Association shall send the delinquent Owner a notice that the right of acceleration has been exercised, which notice may be given as part of the notice of intent to foreclose as required by F.S. 718.116, or may be sent separately.

7.6 Depository. The Association shall maintain its accounts in such financial institutions or funds as shall be designated from time to time by the Board. Withdrawal of monies from such accounts shall be only by such person(s) as are authorized by the Board. The Board may invest Association funds in interest-bearing accounts, money market funds, certificates of deposit, U.S. Government securities, and other similar investment vehicles, except that all accounts shall be governmentally insured.

- A. Proviso. Notwithstanding the foregoing to the contrary, statutory reserve funds shall be maintained differently if so required by the Condominium Act or Administrative Rules as amended from time to time.

7.7 Financial Reporting. The Board of Directors shall have performed and shall provide such form of accounting as required by applicable provisions of F.S. 718.111(13) (2002), as amended from time to time. The Board of Directors shall mail or hand deliver the form of accounting to each Owner as required by said statute as amended from time to time.

7.8 Fiscal Year. The fiscal year for the Association shall be for the twelve (12) month period beginning with the first day of the month in which this Declaration is recorded, unless otherwise voted by the Board of Directors from time to time.

7.9 Annual Election of Income Reporting Method. Based on competent advice, the Board of Directors shall make a determination annually of the method by which the Association's income shall be reported to the Internal Revenue Service, based upon the method which yields the lowest tax liability.

Section 8. SYSTEM OF FINES FOR NON-COMPLIANCE.

8.1 Authority and Scope. The Association may impose fines on any Owner and Unit for any violations of the Declaration, By-Laws and Rules and Regulations; as amended from time to time; and/or violations of the law; by Owners or the Owners' tenant(s); and/or their family members, agent(s), guest(s), visitor(s), servant(s), etc. Provided, however, no fine shall be levied if the Committee referenced below votes not to levy a fine.

8.2 Owner is Liable. Each and every such violation shall be the responsibility of and attributed to the Owner (and his Unit) regardless of whether the offending party is in fact the Owner or the Owner's tenant(s), or their family, agent(s), guest(s), visitor(s), servant(s), etc. As such, the Owner is responsible for the actions of the Owner's tenant(s) and family, agent(s), guest(s), visitor(s), servant(s), etc.

8.3 Written Notice Required; Contents. No fine shall be imposed against an Owner for any violation unless and until the offending party or parties (which always shall include the Owner) has/have been given not less than fourteen (14) days written notice of the following:

- A. The Owner responsible for the violation(s).
- B. The nature of the violation and the name(s) of the violator(s), if known.
- C. The maximum amount of fine for each violation of the particular provision of the Condominium Documents, and/or Rules and Regulations and/or law.
- D. The date, time and place of a meeting, at which meeting the Committee referred to in Section 8.6 below shall hear the matter.

- E. The Association shall be permitted to include in the Committee meeting notice, information that each day that the violation continues shall constitute a separate violation resulting in a separate fine.

8.4 Level of Fines. A fine for each violation shall be in amount(s) as set by the Board not to exceed the maximum amount permitted by the Condominium Act as amended from time to time. This fine may be levied at the particular rate for each day or other period that the violation occurs, on a running per day/periodic basis, so long as the Association's notice informs the offending party or parties of this possibility. The maximum total fine shall be as provided for in the Condominium Act as amended from time to time.

8.5 Record Keeping. The Association shall maintain a file of all notices issued by the Association and findings of the Committee in order that a record of offenses and offenders may be kept.

8.6 Hearing Before Committee of Owners.

- A. A party against whom the fine may be levied shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, to have counsel present, and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Association.
- B. Failure of the Owner and the violator in question to appear at the scheduled hearing may result in the automatic vote by the Committee that the Owner is in violation, whereupon the fine may be levied without further advance warning.
- C. The Committee shall be comprised of such members as provided for in the Condominium Act and Administrative Rules, as amended from time to time and in the absence of such provision, then as selected by the Board of Directors.

8.7 Levy of Fine. If the Committee does not agree with the imposition of a fine then no fine shall be imposed. Otherwise, the Board of Directors shall set the fine amount in the amount approved by the Committee.

8.8 Collection of the Fine. Once a fine is deemed to be due and owing, the Association shall provide written notice to the Owner of the fine due and owing, with due date for payment.

8.9 Concurrent Remedies. The fine system may be invoked independently of or concurrently with any other remedies provided for in the Condominium Documents or Law. As such, the fine system is not a condition precedent to the Association's pursuit of other remedies available to it under the Condominium Documents or under the law. Also, the fact that a fine is levied and/or paid does not constitute compliance with the Condominium Documents, Rules and Regulations and law, if in fact the violation(s) remain(s).

8.10 Late Fees. The imposition of late fees shall not be subject to the notice and procedural provisions of this Section 8.

Section 9. PARLIAMENTARY RULES. ROBERTS' RULES OF ORDER (latest edition) shall govern the conduct of meetings of the membership and Board of Directors when not in conflict with the Condominium Documents or applicable Law.

Section 10. EMERGENCY BY-LAWS. The following shall apply to the extent not prohibited by the Condominium Act.

10.1 The Board of Directors may adopt By-Laws to be effective only in an emergency defined in Section 10.5 below. The emergency By-Laws, which are subject to amendment or repeal by the members, may make all provisions necessary for managing the Association during an emergency, including:

- A. Procedures for calling a meeting of the Board of Directors;
- B. Quorum requirements for the Meeting; and
- C. Designation of additional or substitute Directors.

10.2 The Board of Directors, either before or during any such emergency, may provide, and from time to time modify, lines of succession in the event that during such emergency any or all officers or agents of the Association are for any reason rendered incapable of discharging their duties.

10.3 All provisions of the regular By-Laws consistent with the emergency By-Laws remain effective during the emergency. The emergency By-Laws are not effective after the emergency ends.

- 10.4 Corporate action taken in good faith in accordance with the emergency By-Laws:
- A. Binds the Association; and
 - B. May not be used to impose liability on a Director, officer, employee, or agent of the Association.

10.5 An emergency exists for purposes of this Section 10 if a quorum of the Association's Directors cannot readily be assembled because of some catastrophic event.

Section 11. AMENDMENT OF THE BY-LAWS. All amendments to the By-Laws shall be proposed and adopted in the following manner:

11.1 Proposal. Amendments to these By-Laws may be proposed by a majority of the entire membership of the Board of Directors or by written petition signed by at least twenty-five percent (25%) of the voting interests of the members of the Association. Only one co-Owner of a Unit need sign the petition for that Unit.

11.2 Procedure; Notice and Format. In the event that any amendment is proposed by the Board of Directors, then the Board may propose the amendment to be considered at the annual or a special members' meeting. In the event that any amendment was proposed by written petition of the members, then the Board shall have forty (40) days from its receipt of the petition or ten (10) days after its next regular meeting, whichever time period is greater, to certify that the proper number of Owners executed the petition. Once certified, the Board shall call a meeting of the members to vote on the amendments within sixty (60) days after certification of the signatures. An amendment may be considered at the annual or a special members' meeting. The full text of any amendment to the By-Laws shall be included in the notice of the members' meeting of which a proposed amendment is considered by the members. New words shall be inserted in the text by underlining and words to be deleted shall be lined through with hyphens; however, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of By-Laws. See provision _____ for present text."

11.3 Vote Required. Except as otherwise provided by Florida law, or by specific provision of these By-Laws, these By-Laws may be amended by concurrence of not less than a majority of the entire membership of the Board of Directors then serving and by not less than two-thirds (2/3) of the voting interests of all members. If the amendments were proposed by a written petition signed by the members pursuant to Section 11.1 above, then the concurrence of the Board of Directors shall not be required.

11.4 Certificate; Recording; Effective Date. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the By-Laws, which certificate shall be in the form required by law and shall be executed by any officer of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the public records of the County. The Certificate of Amendment shall, on the first page, state the book and page of the public records where the Declaration is recorded.

- 11.5 Provisos. Notwithstanding any provision in these By-Laws to the contrary:
- A. An amendment to these By-Laws that adds, changes, or deletes a greater or lesser quorum or voting requirement must meet the same quorum requirement and be adopted by the same vote required to take action under the quorum and voting requirements then in effect or proposed to be adopted, whichever is greater.
 - B. Any emergency By-Laws adopted pursuant to Article 10 of these By-Laws may be adopted or amended by the vote of a majority of the entire Board of Directors at the time there is no emergency, or by a lesser vote as determined by the Board in the event of an emergency; such By-Laws need not be recorded, and shall become effective as resolved by the Board of

Directors. This Section 11.5.C of the By-Laws shall not preclude the members from amending or repealing such emergency By-Laws as provided in Sections 11.1 through 11.4 above. No emergency By-Laws amended or repealed by the members shall be amended by the Board of Directors, without following the procedures set forth in Sections 11.1 through 11.4 above.

- C. The Developer shall be permitted to unilaterally amend these By-Laws, without the approval of any Owner and the Association, so long as the Developer is in control of the Board of Directors of the Association, and thereafter, so long as the Developer owns any Unit in the Condominium, no amendment to these By-Laws which impairs or removes any reservation, right, or privilege of the Developer or its designees shall be effective unless the Developer shall join and consent to the amendment.

Section 12. INDEMNIFICATION.

12.1 To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director, every officer, and every member of a committee of the Association against all expenses and liabilities, including attorneys' fees, actually and reasonably incurred by or imposed on him/her in connection with any legal proceeding for settlement or appeal of such proceeding (and including administrative proceeding) to which he/she may be a party because of his/her being or having been a Director, officer or member of a committee of the Association. Indemnification of Directors and Officers shall also be that provided for in Section 617.028, Florida Statutes, as amended from time to time. Indemnification shall include an advance of the Director's, officer's or committee member's attorneys' fees and defense costs, provided that the Director or officer provides the undertaking assurance required by F.S. 607.0850(6); the foregoing is conditioned upon the Director, officer or committee member agreeing to use counsel of the Association's choosing, if the Association so conditions. In the event of a conflict between this Section 12 and said statute, the conflict shall be resolved in favor of providing the broadest protection possible to Directors, officers and committee members. The foregoing right of indemnification shall not be available if a judgment or other final adjudication establishes that his/her actions or omissions to act were material to the cause adjudicated and involved:

- A. Willful misconduct or a conscious disregard for the best interests of the Association, in a proceeding by or in the right of the Association to procure a judgment in its favor; or
- B. A violation of criminal law, unless the Director, officer or committee member had no reasonable cause to believe his/her action was unlawful or had a reasonable cause to believe his action was lawful; or
- C. A transaction from which the Director, officer or committee member derived an improper personal benefit.

In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which a Director or officer may be entitled.

12.2 Insurance. The Association is empowered to purchase directors, officers and other insurance to provide protection to persons covered by this Section 12.

Section 13. ARBITRATION. Nonbinding arbitration shall apply to disputes referenced in F.S. 718.1255.

Section 14. CERTIFICATE OF COMPLIANCE. A certificate of compliance from a licensed contractor or electrician may be accepted by the Board as evidence of compliance of the Units to the applicable fire and life safety code.

Section 15. EMINENT DOMAIN. The Association has the power to convey a portion of the common elements to a condemning authority for the purpose of providing utility easements, right-of-way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings.

Section 16. WRITTEN INQUIRIES. When an Owner files a written inquiry by certified mail with the Board, the Board shall respond in writing to the Owner within thirty (30) days of receipt of the inquiry. The Board's response shall either give a substantive response to the inquirer, notify the inquirer that a legal opinion has been requested, or notify the inquirer that advice has been requested from the Division of Florida Land Sales, Condominiums and Mobile Homes (the "Division"). If the Board requests advice from the Division, the Board shall, within ten (10) days of its receipt of the advice, provide in writing a substantive response to the inquirer. If a legal opinion is requested, the Board shall, within sixty (60) days after the receipt of the inquiry, provide in writing a substantive response to the inquiry. The failure to provide a substantive response to the inquiry as provided herein precludes the Board from recovering attorneys' fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the inquiry. The Association may through its Board adopt reasonable rules and regulations regarding the frequency and manner of responding to Owner inquiries, one of which may be that the Association is only obligated to respond to one written inquiry per Unit in any given 30-day period. In such a case, any additional inquiry or inquiries must be responded to in the subsequent 30-day period, or periods, as applicable.

DATED THIS 15th DAY OF April, 2005.

LUCERNE POINTE CONDOMINIUM "C"
ASSOCIATION, INC

By: 

President

By: 

Secretary

CFN 20070010442
OR BK 21281 PG 1619
RECORDED 01/08/2007 10:47:19
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1619 - 1620; (2pgs)

WILL CALL BOX 165
This instrument prepared by:
Edward Dicker, Esquire
DICKER, KRIVOK & STOLOFF, P.A.
1818 Australian Avenue So., Suite 400
West Palm Beach, FL 33409
(561) 615-0123

**CERTIFICATE OF AMENDMENT TO THE
BY-LAWS OF
LUCERNE POINTE CONDOMINIUM "C" ASSOCIATION, INC.**

I HEREBY CERTIFY that the Amendment attached as Exhibit "1" to this Certificate was duly adopted as an Amendment to the By-Laws of Lucerne Pointe Condominium "C" Association, Inc. The original Declaration of Condominium of Lucerne Pointe Condominium "C" is recorded in Official Records Book 18490, Page 0001, of the Public Records of Palm Beach County, Florida.

DATED this 21 day of December, 2006.

**LUCERNE POINTE CONDOMINIUM "C"
ASSOCIATION, INC.**

A.V.C.
Witness

By: Adrienne Genatt
President

Judith Lepp
Witness

Attest: Lyda K Webb
Secretary

(SEAL)



JACQUELINE M. WUEST
MY COMMISSION # DD 515
EXPIRES: February 19, 2010
Bonded Thru Budget Notary Services

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

BEFORE ME personally appeared Adrienne Genatt, the President, and Lyda Webb, Secretary, of Lucerne Pointe Condominium "C" Association, Inc., who produced _____ and _____ as identification or who are personally known to me to be the individuals who executed the foregoing instrument and acknowledged to and before me that they executed such instrument as President and Secretary of Lucerne Pointe Condominium "C" Association, Inc. with due and regular corporate authority, and that said instrument is the free act and deed of the Association.

WITNESS my hand and official seal this 21 day of December, 2006.

Jacqueline Wuestman
Notary Public, State of Florida at Large
My Commission Expires:

(SEAL)



JACQUELINE M. WUESTMAN
MY COMMISSION # DD 515025
EXPIRES: February 19, 2010
Bonded Thru Budget Notary Services

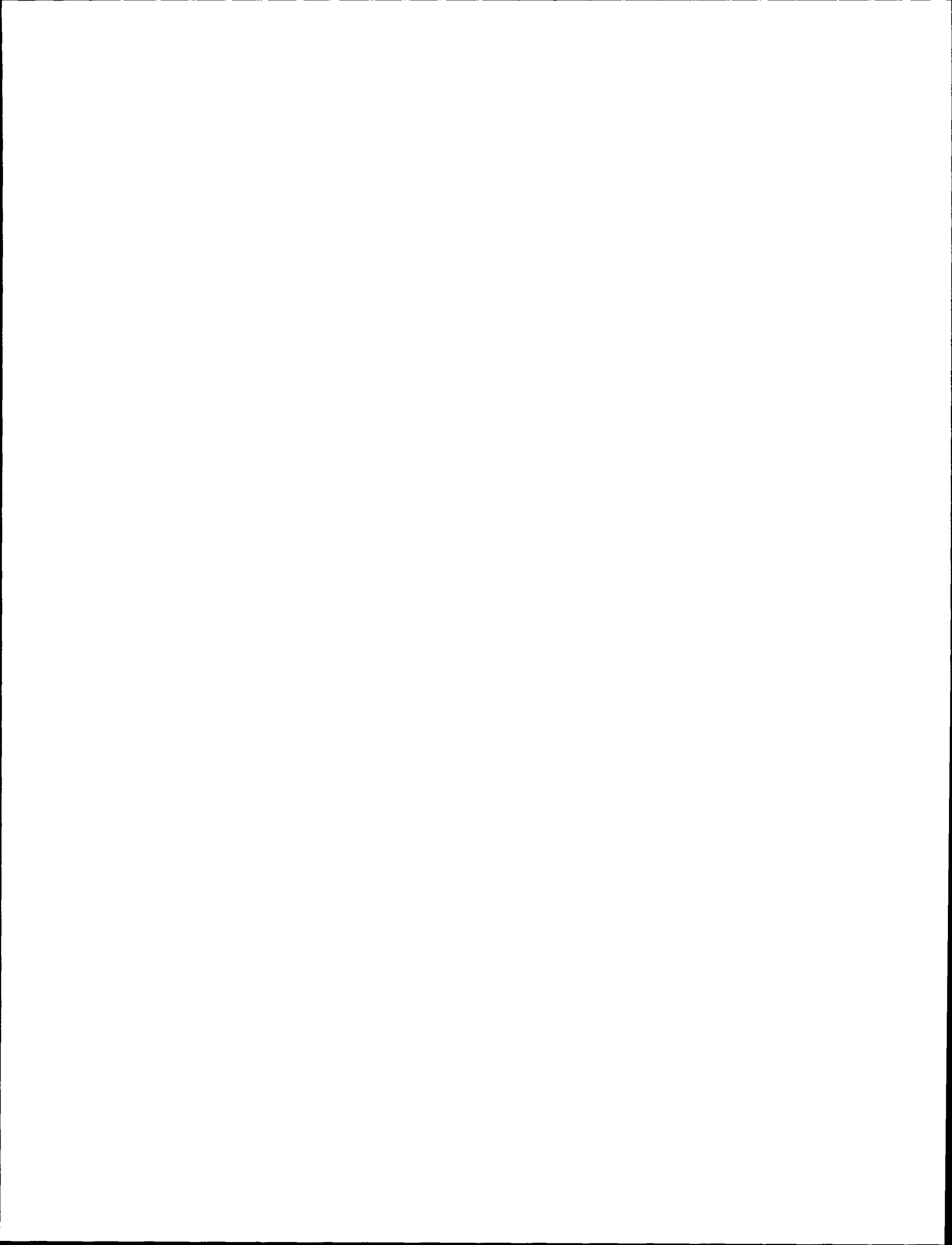
**AMENDMENT TO THE
BY-LAWS OF
LUCERNE POINTE CONDOMINIUM "C" ASSOCIATION, INC.**

The original Declaration of Condominium of Lucerne Pointe Condominium "C" is recorded in Official Records Book 18490 at Page 0001 of the Public Records of Palm Beach County, Florida.

As used herein, words underlined are added and words ~~hyphenated~~ through are deleted.

Article 4.1(A) of the Association By-Laws shall be amended to read as follows:

Number. The number of Directors which shall constitute the whole
~~Board of Directors shall be three (3)~~ five (5) persons.



DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

FOR COMMON AREAS

THIS DECLARATION, is made on this 3rd day of November, 1989, by DCA of Lake Worth, Inc., a Florida corporation, hereinafter referred to as "Declarant".

RECITALS

Declarant has deemed it desirable, for the efficient preservation of the values and amenities of the Common Areas, hereinafter defined, to create a property owners association to which should be delegated and assigned the powers of owning, maintaining and administering the Common Areas, and administering and enforcing the covenants, restrictions and easements hereinafter created, and collecting and disbursing the assessments and charges hereinafter created. Declarant will or has caused the association, the members of which shall be the Owners of Units in the Fairway Club Development as hereinafter defined, and the Declarant, to be formed for the purpose of exercising the functions aforesaid.

Declarant hereby declares that the Units and the following covenants, restrictions, easements, conditions and equitable servitudes, all of which are for the purpose of uniformly enhancing and protecting the value, attractiveness and desirability thereof, is in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of Units. The covenants, restrictions, easements, conditions and equitable servitudes set forth herein shall run with the title to the Units and Common Areas, hereinafter defined, and shall be binding upon all persons having any right, title or interest therein, or in any part thereof, their heirs, successors and assigns; shall inure to the benefit of the Units and the Common Areas, hereinafter defined, and any interest therein; and shall inure to the benefit of and be binding upon the Declarant, each Owner, as hereinafter defined, and his successors and assigns, each condominium association having jurisdiction over a condominium containing condominium units, and may be enforced by the Declarant, by the property owners association, by any Owner or by any such condominium association.

ARTICLE I

DEFINITIONS

Unless otherwise expressly provided, the following words and phrases when used herein shall have the meanings hereinafter specified:

§1. "Articles" shall mean the Articles of Incorporation of the Association which have been filed in the office of the Secretary of the State of Florida, a true copy of which is attached hereto, marked Exhibit "C" and incorporated herein by this reference, as such Articles may be amended from time to time.

§2. "Common Assessments" shall mean the charge against each Owner and his Unit, representing a portion of the total costs to the Association of owning, maintaining, improving, repairing, replacing, managing and operating the Common Areas.

§3. "Association" or "Property Owners Association" shall mean the Fairway Club Property Owners Association, Inc., a Florida corporation not for profit, its successors and assigns.

§4. "Board" shall mean the Board of Directors of the Association, elected in accordance with the By-Laws of the Association.

Vertical handwritten notes on the left margin: "Returned to Lennar Homes, Inc. 1403 S Congress Ave Suite 400 Ft. Lauderdale, FL 33324"

Vertical handwritten note: "Returned to"

§5. "By-Laws" shall mean the By-Laws of the Association, which have been or shall be adopted by the Board substantially in the form of Exhibit "D" attached hereto and incorporated herein by this reference, as such By-Laws may be amended from time to time.

§6. "Common Driveway", "Parking Area" and "Green Area" shall mean and refer to that part of the commonly used facilities or Common Areas now or hereafter actually used and paved for vehicular access and striped and designated for parking for the Unit Owners or tenants and guests in the Fairway Club Development, and said parking area shall include all assigned or unassigned parking spaces; and green area.

§7. "Undeveloped Parcel" shall mean and refer to real property described in Exhibit "B" attached hereto all or a portion of which may be subjected to this Declaration by Supplemental Declaration.

§8. "Recreation Parcel" shall mean and refer to that portion of the Common Areas on which are built or will be built recreational facilities such as a swimming pool, deck and cabana containing men's and women's bathroom facilities.

§9. "Common Areas" shall mean and refer to that part of the Fairway Club Lands now or hereafter actually used and designated for the use and benefit of the residents in the Fairway Club Development; consisting of the Recreation Parcel, Common Driveways, Parking Areas and Green Areas and the areas upon which the air conditioning units are or will be located, but not the Condominium Property as the case may be, together with such other and additional areas used or to be used in common.

§10. "Common Expenses" shall mean the actual and estimated costs of maintenance, management, operation, repair and replacement of the Common Areas, including, without limitation; the costs of any and all utility charges for the Common Areas; costs of management and administration of the Association (including, without limitation, compensation paid by the Association to managers, accountants, attorneys and other employees); the cost of all gardening and landscaping of the Common Areas; the cost of maintenance, operation, repair and replacement of equipment furnishing lighting for the Common Areas; the cost of fire, casualty and liability insurance, workers' compensation insurance, and other insurance covering the Common Areas; the cost of bonding persons who handle monies of the Association; taxes paid by the Association (including real property taxes for the Common Areas); amounts paid by the Association for discharge of any lien or encumbrance levied against the Common Areas, or portions thereof; and the costs of any other item or items incurred by the Association for any reason whatsoever in connection with the Common Areas or for the benefit of the Owners.

§11. "Declarant" means DCA of Lake Worth, Inc., its successors and such of its assigns as to which the rights of Declarant hereunder are specifically assigned. Declarant may assign only a portion of its rights hereunder, or all or a portion of such rights in connection with appropriate portions of the Common Areas. In the event of such partial assignment, the assignee shall not be deemed the Declarant, but may exercise such rights of the Declarant specifically assigned to it. Any such assignment may be made on a non-exclusive basis.

§12. "Declaration" shall mean this instrument as it may be amended from time to time.

§13. "Development" or "Fairway Club Development" shall mean that certain tract of land legally described on Exhibit "A" attached hereto and those portions of the Undeveloped Parcel subjected to this Declaration by annexation.

§14. "Unit" shall mean a completely constructed unit in a condominium and any attached or detached, single family residence built upon a lot in any plat of the land within the Development, which is designated and intended for use and occupancy as a residence and which is subject to assessments under this Declaration or any Supplemental Declaration made by

the Declarant. Said term includes any interest in land, improvements and other property appurtenant to the Unit.

§15. "Management Company" shall mean the person, firm or corporation appointed by the Association hereunder as its agent and delegated certain duties, powers or functions of the Association.

§16. "Member" shall mean any person or entity holding a membership in the Association as provided herein.

§17. "Mortgage" shall mean any mortgage covering a Unit. The term "Mortgages" shall mean the holder of such mortgage.

§18. "Owner" shall mean and refer to the person or persons or other legal entity or entities, including Declarant, holding fee simple interest of record to any Unit; including seller under executory contracts of sale, but excluding those having such interest merely as security for the performance of an obligation. For purposes of Article I only, unless the context otherwise required, Owner shall include the family, invitees, licensees and lessees of any Owner.

§19. "Person" shall mean a natural individual or any other entity with the legal right to hold title to real property.

§20. "Record, Recorded, Filed and Recordation" shall mean, with respect to any document, the recordation of such document in the office of the Clerk of Circuit Court of Palm Beach County, Florida.

§21. "Special Assessments" shall mean and include the following: (i) a charge against a particular Owner (and his Unit) directly attributable to the Owner, equal to the cost incurred by the Association for corrective action performed pursuant to the provisions of this Declaration, plus interest thereon as provided for in this Declaration; or (ii) a charge against each Owner (and his Unit) directly attributable to the Owner equal to the cost incurred by the Association for corrective action performed pursuant to the provisions of this Declaration; or (iii) a charge against each Owner (and his Unit) representing a portion of the costs to the Association for installation or construction of any improvements on any portion of the Common Areas which the Association may from time to time authorize.

§22. "Supplemental Declaration" shall mean any declaration which may be recorded by Declarant for the purpose of supplementing this Declaration by annexing and thereby subjecting portions of the Undeveloped Parcel to this Declaration.

§23. "Condominium" means and refers to any Condominium constructed in the Development.

The foregoing definitions shall be applicable to this Declaration and also to any Supplemental Declaration, unless otherwise expressly provided, recorded pursuant to the provisions of this Declaration.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

§1. Legal Description. The real property which is and shall be held, transferred, sold, conveyed and occupied, subject to this Declaration, is described in Exhibit "A" hereto.

§2. Restrictions and Amendments. The Declarant shall be entitled, at any time and from time to time, to plat and/or replat and/or to submit to condominium on all or any part of the Development and to file restrictions and/or Amendments thereto with respect to any portion or portions of the Development.

§3. Conveyance of Common Areas to the Association. At such time as Declarant closes title to ninety (90%) percent of the Units built in the Development by Declarant (and subject to the provisions hereof), or such earlier time as Declarant elects, Declarant shall convey title to the Common Areas to the Association, which shall be obligated to accept such conveyance.

ARTICLE III

PROPERTY RIGHTS OF DECLARANT, ASSOCIATION AND OWNERS

§1. Owner's Easements of Access and Enjoyment. Subject to the provisions below, every Owner shall have a right to use and an easement of enjoyment in and to the Common Areas, together with an easement of access to and from the Common Areas which shall be appurtenant to and shall pass with the title to the Unit owned by such Owner, subject to the following:

- (a) The right of the Association to take such steps as are reasonably necessary to protect the Common Areas against foreclosure;
- (b) All provisions of this Declaration and the Articles and By-Laws of the Association;
- (c) Rules and Regulations governing the use and enjoyment of the Common Areas adopted by the Association;
- (d) Restrictions contained on any and all plats of all or any part of the Common Areas or filed separately with respect to all or any part or parts of the Common Areas;
- (e) The rights of the Declarant or the Association to designate and assign the exclusive use of one parking space in the Parking Area to each Owner of a Condominium Unit in the Development.

§2. Declarant's Easements of Access. The Declarant reserves for itself and its officers, employees, agents, invitees, contractors and subcontractors, for proper business purposes, including the construction and sale of Units and other improvements upon the real property of the Development, easements of ingress and egress over and across the Common Areas.

§3. Rights of the Association. The easements granted herein shall be subject to the right of the Association to maintain, manage, operate, repair, and to establish uniform and reasonable rules and regulations covering the use of the Common Areas; provided, however, that the Association may not restrict the persons described in Section 2 of this Article from the reasonable use of the Common Areas in connection with the construction and sale of Units and other improvements upon the real property of the Development.

§4. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of ingress and egress over and across the Common Areas to his guests, invitees and family members, and to tenants and contract purchasers of his Unit, and their respective guests, invitees and family members.

§5. Easement to Public Rights-of-Way. Notwithstanding anything to the contrary set forth in this Declaration, each Owner of a Unit shall have an easement for access to and from his Unit to a public right-of-way over a paved common driveway. Declarant has an absolute obligation to construct all portions of the common driveway necessary to afford all Unit Owners such access.

§6. Easement for Public Service Use and Public Utilities. In addition to the foregoing easements, there shall be and Declarant hereby reserves and covenants for itself and all Owners, easements of ingress and egress over and across the Common Areas for public services (including, without limitation, the right of the police and fire department to enter upon any part of the Common Areas for the purpose of rendering their

respective services) and for agents and employees of utility companies servicing the Development.

§7. Waiver of Use. No Owner may exempt himself from personal liability for assessments duly levied by the Association, or release the Unit owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the Common Areas or by abandonment of his Unit.

ARTICLE IV

MEMBERSHIP IN ASSOCIATION

Every Owner of a Unit and the Declarant shall be a Member of the Association, and no Owner shall have more than one (1) membership in the Association. Memberships in the Association shall not be assignable, except to the successor-in-interest of the Owner, and every membership of an Owner in the Association shall be appurtenant to and may not be separated from the fee ownership of his Unit. Ownership of such Unit shall be the sole qualification for membership of an Owner in the Association.

ARTICLE V

VOTING RIGHTS

§1. Classes of Voting Membership. The Association shall have two (2) classes of voting membership as follows:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Unit owned. When more than one (1) person holds an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Unit.

Class B. The Class B member(s) shall be the Declarant or its successors and assigns and shall be entitled to five (5) votes for each Unit owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (i) thirty (30) days after closing of title to the last Unit in the Development, or
- (ii) thirty (30) days after Declarant elects to terminate Class B membership.

§2. Vote Distribution. Owners shall be entitled to one (1) vote for each Unit in which they hold the interest required for membership. When more than one person holds such interest or interests in any Unit (the "Co-Owner"), all such Co-Owners shall be Members and may attend any meetings of the Association, but only one such Co-Owner shall be entitled to exercise the vote to which the Unit is entitled. Such Co-Owners may, from time to time, all designate in writing one of their number to vote. Fractional votes shall not be allowed, and the vote for each Unit shall be exercised, if at all, as a Unit. Where no voting Co-Owner is designated or if such designation has been revoked, the vote for such Unit shall be exercised as the majority of the Co-Owners of the Unit mutually agree. Unless the Board receives a written objection from a Co-Owner, it shall be presumed that the corresponding voting Co-Owner is acting with the consent of his or her Co-Owners. No vote shall be cast for any Unit where the majority of the Co-Owners cannot agree to said vote or other action. The non-voting Co-Owner or Co-Owners shall be jointly and severally responsible for all of the obligations imposed upon the jointly-owned Unit and shall be entitled to all other benefits of ownership. All agreements and determinations lawfully made by the Association in accordance with the voting percentages established herein, or in the By-Laws of the Association, shall be deemed to be binding on all Owners, their successors and assigns. Said voting rights shall be subject to the restrictions and limitations provided in this

Declaration and the Articles of Incorporation and By-Laws of the Association. If a Unit is owned by a corporation, the person entitled to cast the vote for the Condominium Unit shall be designated by a certificate signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the Corporation and filed with the Secretary of the Association.

ARTICLE VI

DUTIES AND POWERS OF ASSOCIATION

The Association, acting through the Board of Directors, shall also have the power and duty to:

- (a) Maintain, repair and replace the improvements, paving and landscaping included in the Common Areas;
- (b) Obtain water, electric and such other utility services as may be required for the operation of the Common Areas;
- (c) Grant easements, rights-of-way, or strips of land, where necessary, for utility and sewer facilities over the Common Areas to serve the Common Areas and other portions of the Development.
- (d) Maintain such policy or policies of liability and fire insurance with respect to the Common Areas and personal property, if any, owned by the Association or the Declarant as provided herein in furthering the purposes and protecting the interests of the Association and Members and as directed by this Declaration and the By-Laws of the Association;
- (e) Employ or contract with a Management Company to perform all or any part of the duties and responsibilities of the Association, and shall have the power to delegate its powers to committees, officers and employees.
- (f) Designate and assign the exclusive use of one parking space in the Parking Area to each Condominium Unit Owner in the Development.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENTS

§1. Creation of the Lien and Personal Obligation of Assessments. Declarant, for each Unit now or hereafter owned by it, hereby covenants, and each Owner of any Unit by acceptance of a deed therefor whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (1) Annual Common Assessments and (2) Special Assessments and such assessments for Common Expenses to be established and collected as hereinafter provided. The obligation of all Units within a for their respective assessments shall commence with the month following the month during which the title to the first Unit in a is sold and conveyed to the purchaser thereof. Such assessments, together with interest, costs and reasonable attorneys' fees for the collection thereof, shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. Subject to the provisions of this Declaration protecting first mortgagees, the personal obligation for delinquent assessments shall pass to the successors-in-title of such Owner.

§2. Purpose of Common Assessments. The Assessments levied by the Association shall be used exclusively for the benefit of the Common Areas and to pay all costs incurred by the Association in the carrying out of its duties as set forth herein and in the Articles and By-Laws of the Association.

§3. Damage to Common Areas by Owners. The foregoing maintenance, repairs or replacements within the Common Areas arising out of or caused by the wilfull or negligent act of the Owner, his family, guest or invitees shall be done at the said Owner's expense or a special assessment therefor shall be made against his Unit.

§4. Special Assessments for Capital Improvements and Major Repairs. In addition to any annual assessments, the Association may levy in any assessment year a Special Assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, unexpected repair or replacement of a capital improvement or such other addition upon the Common Areas, including the necessary fixtures and personal property related thereto, provided that any such assessment in excess of \$10,000.00 shall have the vote or written assent of a majority of the votes of the Owner-Members, excluding therefrom the votes of Declarant.

§5. Rate of Assessment. The cost of maintaining the Common Areas is shared by all of the Units within the Development. Until Declarant's Guarantee Expiration Date, each Unit shall be responsible for its respective share of the total amount of assessments based on a fraction, the numerator of which is one, and the denominator of which shall be 252, the maximum number of Units to be built in the Development. Subsequent to Declarant's Guarantee Expiration Date, each Unit shall be responsible for its respective share of the total amount of assessments, based on a fraction, the numerator of which is one, and the denominator of which shall be the total number of Units subject to assessments.

§6. Declarant's Liability for Assessments. The Declarant shall be excused from the payment of the share of the Common Expenses and Assessments relating to Units it is offering for sale, for a period beginning with the recording of this Declaration and ending December 31, 1990 or the date control of the Association is turned over to the members other than the Declarant whichever occurs first, (the "Guarantee Expiration Date"). The Declarant shall not be obligated to pay the share of the Common Expenses and Assessments attributable to Units it is offering for sale, provided that the regular monthly Assessments for Common Expenses imposed on each Unit Owner other than the Declarant shall not increase during such period over the amount set opposite such Unit's numerical designation in the Estimated Operating Budget contained in the Prospectus delivered to such Unit Owner when such Owner contracted to purchase the Unit, if applicable, and provided further that the Declarant shall be obligated to pay any amount of Common Expenses actually incurred during such period and not produced by the Assessments at the guaranteed level, receivable from Unit Owners. After the Guarantee Expiration Date, Assessments provided for shall be allocated or assessed amongst the Units contained within the Development in accordance with the following formula:

Total amount		One
of	X	Total number of Units subject
Assessments		to Assessment

§7. Date of Commencement of Owner Obligation for Common Expenses. The obligation of the Owner of the Unit for the Common Expenses applicable to the Common Areas shall commence on the first day of the month after the month during which the Declarant determines that construction of the planned improvements for said portion of the Common Areas has been completed and is ready for use by the Owners.

§8. Date of Commencement of Common Assessments; Due Date. The Common Assessments provided for herein shall commence as to all Units on the date that Declarant closes title to the first Unit in the Development. The first annual Common Assessment shall be adjusted according to the number of months remaining in the fiscal year as set forth in the By-Laws. The Board of Directors shall fix the amount of the annual Common Assessment against each Unit subject to assessment at least thirty (30) days in advance of each Common Assessment period. Written notice of any change in the amount of the

annual Common Assessment shall be sent to every Owner subject thereto, at least thirty (30) days prior to the effective date of such change. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer or agent of the Association setting forth whether the assessments on a specified Unit have been paid. A properly executed certificate of the Association as to the status of the assessments against a Unit is binding upon the Association as of the date of its issuance.

The Board of Directors shall cause to be prepared an annual balance sheet and operating statement reflecting income and expenditures of the Association for each fiscal year, and shall cause to be distributed a copy of each such statement to each Member, and to each first Mortgagee who has filed a written request for copies of the same with the Board of Directors, in the manner provided in the By-Laws of the Association. At least sixty (60) days prior to the beginning of each fiscal year, the Board of Directors shall prepare and distribute to the Membership of the Association a written, itemized estimate (budget) of the expenses to be incurred by the Association during such year in performing its functions under this Declaration (which may include reasonable provision for contingencies and reserves).

The Association may designate a condominium association to collect from Units in said Condominium the assessments levied hereunder. At the end of any fiscal year of the Association, the Owners may determine that all excess funds remaining in the operating fund, over and above the amounts actually expended, may be returned to the Members proportionately, or may be retained by the Association and used to reduce the following year's Common Assessments.

9. Exempt Property. Common Assessments shall be assessed only against the Units which are from time to time subject to assessment under the provisions hereof; all other property, whether owned by Declarant or another, shall be exempt therefrom.

10. Exterior Maintenance Assessment. In addition to the maintenance upon the Common Areas, the Association may provide upon any Unit(s) and/or the residential building(s) containing such Units requiring same, when necessary in the opinion of the Board of Directors of the Association to preserve the beauty, quality and value of the Development, maintenance, including paint, repair, roof repair and replacement, gutters, downspouts, exterior building surfaces and yard cleanup and/or maintenance. The cost of such maintenance shall be assessed against the Unit(s) within the residential building(s) upon which such maintenance is performed, or, in the opinion of the Board of Directors of the Association, benefiting from same. The assessment shall be apportioned among the Units involved in the manner determined to be appropriate by the Board of Directors of the Association. If no allocation is made, the assessment shall be uniformly assessed against all of the Units in the affected area. The exterior maintenance assessments shall not be considered a part of the annual or special assessments. Any exterior maintenance assessment shall be a lien on the Unit(s) and the personal obligation of the Owner and shall become due and payable in all respects, together with interest and fees for the cost of collection, as provided for the other assessments of the Association, and shall be subordinate to mortgage liens to the extent provided by Section 6 of Article VIII herein.

ARTICLE VIII

EFFECT OF NON-PAYMENT OF ASSESSMENTS REMEDIES OF THE ASSOCIATION

11. Effect of Non-Payment of Assessments: Remedies of the Association. Any installment of a Common Assessment not paid within ten (10) days after the due date shall bear interest from the due date of such installment at the rate of ten (10%) percent per annum. If any installment of an assessment is not paid within thirty (30) days after it is due, the Owner responsible therefor may be required further by the Board of Directors to pay a late charge of Five (\$5.00) Dollars or five (5%) percent of the amount of the delinquent installment, whichever is greater. The Association may bring an action at law against the Owner personally obligated to pay the

same, or foreclose the lien against the Unit. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Unit. If any installment of a Common Assessment is not paid within thirty (30) days after its due date, the Board may mail an acceleration notice to the Owner and to each first Mortgagee of a Unit which has requested a copy of the notice. The notice shall specify (i) the fact that the installment is delinquent; (ii) the action required to cure the default; (iii) a date not less than thirty (30) days from the date the notice is mailed to the Owner, by which such default must be cured; and (iv) that failure to cure the default on or before the date specified in the notice may result in acceleration of the balance of the installments of the Common Assessment for the then current fiscal year and sale of the Unit pursuant to foreclosure of the lien securing the unpaid Common Assessment. The notice shall further inform the Owner of his right to cure after acceleration and to bring a Court action to assert the non-existence of a default or any other defense of the Owner to acceleration and sale. If the delinquent installments of a Common Assessment and any charges thereon are not paid in full on or before the date specified in the notice, the Board, at its option, may declare all of the unpaid balance of the annual Common Assessment to be immediately due and payable without further demand and may enforce the collection of the full Common Assessment and all charges thereon in any manner authorized by law and this Declaration.

52. Notice of Claim of Lien. No action shall be brought to enforce any assessment lien herein, unless at least thirty (30) days has expired following the date a Notice of Claim of Lien is deposited in the United States mail, a copy thereof has been recorded by the Association in the office of the Clerk of Circuit Court of Palm Beach County, Florida; said Notice of Claim of Lien must recite a good and sufficient legal description of any such Unit, the record Owner or reputed Owner thereof, the amount claimed (which may at the Association's option include interest on the unpaid assessment at ten (10%) percent, plus reasonable attorney's fees and expenses of collection in connection with the debt secured by said lien), and the name and address of the Claimant. Such Notice of Claim of Lien shall be signed and acknowledged by an officer of the Association. The lien shall continue until fully paid or otherwise satisfied.

53. Foreclosure Sale. The assessment lien set forth herein may be foreclosed in the same manner as mortgages are foreclosed under Florida law. The Association, through duly authorized agents, shall have the power to bid on the Unit at foreclosure sale, and to acquire and hold, lease, mortgage and convey same.

54. Curing of Default. Upon the timely curing of any default for which a Notice of Claim of Lien was filed by the Association, the officers thereof shall record an appropriate Release of Lien, upon payment by the defaulting Owner of a fee, to be determined by the Association, but not to exceed Fifty (\$50.00) Dollars, to cover the cost of preparing and recording such release. A certificate executed and acknowledged by any two (2) Members of the Board or by the Management Company stating the indebtedness secured by the liens upon any Unit created hereunder shall be conclusive upon the Association and the Owners as to the amount of such indebtedness as of the date of the certificate, in favor of all persons who rely thereon in good faith. Such certificate shall be furnished to any Owner upon request at a reasonable fee, not to exceed Ten (\$10.00) Dollars.

55. Cumulative Remedies. The assessment liens and the rights to foreclose and sale thereunder, shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid assessments, as above provided.

56. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first Mortgage (meaning any recorded Mortgage with first priority or seniority over other mortgages) made in good faith and for value and recorded prior to the date on which the Notice of Claim is recorded. Sale or transfer of any Unit shall not affect the assessment lien. However, the

sale or transfer of any Unit pursuant to the mortgage foreclosure or deed in lieu thereof, shall extinguish the lien of such assessments as to installments which become due prior to such sale or transfer. No sale or transfer shall relieve such Unit from liability for any assessments thereafter becoming due or from the lien thereof. Liens for assessments under this Article shall be prior to the liens for assessments of condominium associations.

ARTICLE IX

MAINTENANCE AND REPAIR OBLIGATIONS

The Association shall maintain, or provide for the maintenance of all of the Common Areas (including, without limitation, paving, lighting and landscaping).

ARTICLE X

INSURANCE

51. Casualty Loss or Damage. The Association shall keep all buildings, improvements and fixtures of the Common Areas insured against loss or damage by fire for the full insurance replacement cost thereof, and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property, whether real or personal, owned by the Association against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the Owner and beneficiary of such insurance. The insurance coverage with respect to the Common Areas shall be written in the name of and the proceeds thereof shall be payable to the Association. Insurance proceeds shall be used by the Association for the repair or replacement of property for which the insurance was carried. Premiums for all insurance carried by the Association are Common Expenses included in the Common Assessments made by the Association.

52. Replacement or Repair of Property. In the event of damage or destruction of any part of the Common Areas, the Association shall repair or replace the same from the insurance proceeds (if any) available. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Association may make a special assessment against all Units to cover the additional cost of repair or replacement not covered by the insurance proceeds, and same shall be part of the Common Assessments made against such Unit Owners.

53. Waiver of Subrogation. As to each policy of insurance maintained by the Association, which will not be voided or impaired thereby, the Association hereby waives and releases all claims against the Board, the Owners, the Management Company, Declarant, and the agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence or breach of any agreement by said persons, but only to the extent that insurance proceeds are received in compensation for such loss.

54. Liability and Other Insurance. The Association shall obtain and maintain public liability insurance in such limits as the Board of Directors of the Association, each Unit Owner, the Declarant and the Management Company. Such public liability coverage shall also include, if obtainable, cross-liability endorsement insuring each insured against liability to each other insured. Notwithstanding the foregoing, so long as the Declarant owns the Common Areas, said public liability insurance shall be in a single limit of not less than \$1,000,000 covering all claims for personal injury or property damage arising out of the occurrence. The Board may also obtain such errors and omissions insurance, indemnity bonds, fidelity bonds and other insurance as it deems advisable, insuring the Board against any liability for any act or omission in carrying out their obligations hereunder, or resulting from their membership on the Board or on any committee thereof. Premiums for all such insurance carried by the Association shall be part of the Common Expenses.

ARTICLE XI

MORTGAGEE PROTECTION

The following provisions are added hereto (and to the extent these added provisions conflict with any other provisions of the Declaration, these added provisions shall control):

- (a) Each first mortgagee of a Mortgage encumbering any Unit, at his written request, is entitled to written notification from the Association of any default by the Mortgagor of such Unit in the performance of such Mortgagor's obligations under this Declaration, the Articles of Incorporation of the Association or the By-Laws of the Association, which default is not cured within thirty (30) days after the Association learns of such default.
- (b) Each first mortgagee of a Mortgage encumbering any Unit which obtains title to such Unit pursuant to the remedies provided in such Mortgage or by foreclosure of such Mortgage, shall take title to such Unit free and clear of any claims of unpaid assessments or charges against such Unit which accrued prior to the acquisition of title to such Unit by the Mortgagee.
- (c) Unless at least seventy-five (75%) percent of the first mortgagees (based upon one (1) vote for each Mortgage owned), and seventyfive (75%) percent of the Owners (other than Declarant) have given their prior written approval, neither the Association nor the Members shall:
 - (i) by act or omission, seek to sell or transfer the Common Areas and the Improvements thereon which are owned by the Association.

(Granting of easements for public utilities or for other public purposes consistent with the intended use of such property by the Association or the Declarant or the transfer of Common Areas to an unincorporated association of the Members in accordance with the Articles of Incorporation of the Association shall not be deemed a transfer within the meaning of this clause.)

 - (ii) change the method of determining the obligations, assessments, dues or other charges which may be levied against a Member;
 - (iii) by act or omission, change, waive or abandon any scheme of regulations or enforcement thereof, pertaining to the architectural design of the exterior appearance of the Improvements;
 - (iv) fail to maintain fire and extended coverage on insurable Common Areas on a current replacement cost basis in an amount less than one hundred (100%) percent of the insurance value (based on current replacement cost) less such reasonable deductions as the Board may deem appropriate;
 - (v) use hazard insurance proceeds for losses to any Common Areas for other than the repair, replacement or reconstruction of such Improvements; or
 - (vi) amend this Declaration or the Articles of Incorporation or By-Laws of the Association in such a manner that the rights of any first mortgagee will be affected.
- (d) First Mortgagees shall have the right to examine the books and records of the Association during normal business hours.
- (e) All first mortgagees who have registered their names with the Association shall be given (i) thirty (30) days' written notice prior to the effective date of any proposed, material amendment to

this Declaration or the Articles of Incorporation or By-Laws of the Association and prior to the effective date of any termination of any agreement for professional management of the Common Areas following a decision of the Owners to assume self-management of the Common Areas; and (ii) immediately following any damage to the Common Areas whenever the cost of reconstruction exceeds Ten Thousand (\$10,000) Dollars, and as soon as the Board learns of any threatened condemnation proceeding or proposed acquisition of any portion of the Common Areas;

- (f) First mortgagees may, jointly or singly pay taxes or other charges which are in default and which may or have become a charge against any Common Areas facilities and may pay any overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such property, and first mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

ARTICLE XII

GENERAL PROVISIONS

51. Enforcement. This Declaration, the Articles of Incorporation and By-Laws may be enforced as follows:

- (a) Breach of any of the covenants contained in the Declaration or the By-Laws and the continuation of any such breach may be enjoined, abated or remedied by appropriate legal proceedings by any Owner, the Declarant, by the Association or the successors-in-interest of the Association. Any judgment rendered in any action or proceeding pursuant hereto shall include a sum for attorney's fees in an amount as the Court may deem reasonable, in favor of the prevailing party, as well as the amount of any delinquent payment, interest thereon, costs of collection and Court costs.
- (b) The result of every act or omission whereby any of the covenants contained in this Declaration or the By-Laws are violated in whole or in part is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance either public or private shall be applicable against every such result and may be exercised by any Owner, by the Association or its successors-in-interest.
- (c) The remedies herein provided for breach of the covenants contained in this Declaration or in the By-Laws shall be deemed cumulative, and none of such remedies shall be deemed exclusive.
- (d) The failure to enforce any of the covenants contained in this Declaration or in the By-Laws shall not constitute a waiver of the right to enforce thereafter.
- (e) A breach of the covenants, conditions and restrictions contained in this Declaration or in the By-Laws shall not affect or impair the lien or charge of any Mortgage made in good faith and for value on any Unit, provided, however, that any subsequent Owner of such Unit shall be bound by said covenants, whether such Owner's title was acquired by foreclosure sale or otherwise.

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

53. Term. The covenants and restrictions of this Declaration shall run with and bind the Properties covered thereby, and shall inure to the benefit of and be enforceable by the Association, the Declarant or the Owner of any Unit subject to this Declaration, their respective legal representatives, successors, heirs and assigns, for a term of forty (40) years from the date this Declaration is recorded, after which time said covenants, conditions, reservation of easements, equitable servitudes and

restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument, approved by the then Owners of a majority of the Units, has been recorded, agreeing to change said covenants and restrictions in whole or in part.

§4. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the maintenance of community recreational facilities and other commonly used facilities. The article and section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. Unless the context requires a contrary construction, the singular shall include the plural and the plural, the singular; and the masculine, feminine and neuter shall each include the masculine, feminine and neuter.

§5. Amendments. This Declaration may be amended only by the Association (i) by the affirmative vote or written consent of the Owners holding not less than sixty-six and two-thirds (66-2/3%) percent of the voting power of the Class A Membership and the affirmative vote of the Class B Member (so long as the Class B Membership exists) or (ii) by the affirmative vote of the Class B Members; provided, however, that no Amendment shall be permitted which has a material adverse effect upon substantial rights of an Owner or a first mortgagee without the prior written consent of such Owner or first mortgagee. Nothing contained herein shall affect the right of the Declarant to make such Amendments or Supplemental Declarations as may otherwise be permitted herein. So long as Declarant is the Owner of any Unit or any real property affected by this Declaration, or Amendment hereto, no Amendment will be effective without Declarant's written joinder and consent.

§6. Annexation. Additional lands within the area described in Exhibit "B" attached hereto, may be annexed by the Declarant in whole or in part without the consent of members within ten (10) years of the date of this instrument. The additional lands annexed in accordance with the provisions hereof shall become subject to the provisions of this Declaration upon the recording in the Public Records of the County in which the Development is located of a Supplemental Declaration hereto properly executed by the Developer and without the consent of the members of the Association. Until such amendment is recorded, no provision of this Declaration shall be effective as to all or any portion of the Undeveloped Parcel, nor shall this Declaration constitute a cloud or encumbrance on the title of said Undeveloped Parcel.

§7. No Public Right or Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any part of the Common Areas to the public, or for any use. However, the Association shall have the right to dedicate or transfer all or any part of the Common Areas to any municipality, public agency or authority for such purposes and subject to such conditions as may be agreed upon by the Members. No such dedication or transfer shall be effective unless an instrument in writing executed by not less than Members owning two-thirds (2/3) of the Units subject to assessment and by the Declarant (provided that at said time the Declarant still owns any real property in the Project).

§8. Constructive Notice and Acceptance: Every person who owns, occupies or acquires any right, title, estate or interest in or to any Unit or other portion of the real property in the Project does and shall be conclusively deemed to have consented and agreed to every limitation, restriction, easement, reservation, condition and covenant contained herein, whether or not any reference to these restrictions is contained in the instrument by which such person acquired an interest in such real property.

§9. Use of Common Areas. Until the Declarant shall have completed development, promotion and sale of all units to be located at the Development, Declarant (or anyone claiming by, through or under Declarant) shall have the following rights with regard to the Common Areas (without cost or charge):

- (a) the right to use and occupy on a non-exclusive basis any portion of the Common Areas for sales, promotional or administrative purposes;
- (b) the right to use, occupy and demonstrate, on a non-exclusive basis, all of the Common Areas for the purpose of promotion and aiding in the sale or rental of the residential units on or to be constructed at the Development.

§10. Reservation of Right to Own, Install, Provide and Maintain a Closed Circuit Television System, Telecommunications System, a Master Antennae System, Community Antennae Television System.

Declarant reserves and retains to itself, its successors and assigns the right to own, install, provide and maintain a closed circuit television system, telecommunications system, master antennae system, and related ancillary services and to the equipment including but not limited to conduits, wires, amplifiers, towers, antennae and related apparatus and electronic equipment both active and passive (the "Central System") in and upon the Common Areas and a perpetual easement for the placement and location of the Central System including, but not limited to conduits, wires, amplifiers, towers, antennae and related apparatus and electronic equipment, both active and passive, and (ii) a perpetual easement for ingress to and egress from the Common Areas to service, maintain, install, repair and replace the aforesaid apparatus and equipment; and (iii) the right to connect the Central System to such receiving source as Declarant may in its sole discretion deem appropriate, including, without limitation, companies licensed to provide the CATV service in Palm Beach County, for which service Declarant, its successors and assigns or designees shall have the right to charge the associations and/or individual Unit Owners and/or association, a reasonable fee not to exceed the maximum allowable charge for CATV service, to single family residences as charged within the general vicinity.

§11. Notices. Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person to the Association for the purpose of service of such notice, or to the residence of such person if no address has been given to the Association. Such address may be changed from time to time by notice in writing to the Association.

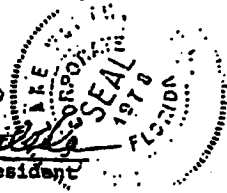
Declarant has executed this Declaration as of the date first written above.

Signed, sealed and delivered in the presence of:

DCA OF LAKE WORTH, INC.

Janet S English
Carol M. Coontz

By: M. E. Salda
Vice President



Attest: M. J. [Signature]
Assistant Secretary

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF DADE

The foregoing instrument was acknowledged before me this 3rd day of November, 1989, by M. E. Salda and Morris J. Watsky, as Vice President and Assistant Secretary, respectively, of DCA of Lake Worth, Inc., on behalf of the corporation.

Carol M. Coontz
Notary Public, State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. NOV. 20, 1992
NOTED THROUGH GENERAL INS. UND

SUPPLEMENTAL DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS FOR COMMON AREAS

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR COMMON AREAS, made this 25th day of February, 1992, by DCA OF LAKE WORTH, INC., a Florida corporation, hereinafter referred to as "Developer".

W I T N E S S E T H:

WHEREAS, the Developer is the owner of certain property situated in Palm Beach County, Florida, described in Exhibit "A" attached hereto ("Property"); and

WHEREAS, the Developer executed a Declaration dated November 3, 1989 and recorded November 7, 1989, in Official Records Book 6252 at Page 777 of the Public Records of Palm Beach County, Florida, ("Declaration"); and

WHEREAS, the Developer desires to annex the Property attached hereto to the property previously restricted by the Declaration; and

WHEREAS, Article XII, Section 6 of said Declaration provides for annexation of additional lands as follows:

"56. Annexation. Additional lands within the area described in Exhibit "B" attached hereto, may be annexed by the Declarant in whole or in part without the consent of members within ten (10) years of the date of this instrument. The additional lands annexed in accordance with the provisions hereof shall become subject to the provisions of this Declaration upon the recording in the Public Records of the County in which the Development is located of a Supplemental Declaration hereto properly executed by the Developer and without the consent of the members of the Association. Until such amendment is recorded, no provision of this Declaration shall be effective as to all or any portion of the Undeveloped Parcel, nor shall this Declaration constitute a cloud or encumbrance on the title of said Undeveloped Parcel."

WHEREAS, the Property is within the area described in Exhibit "B" to the Declaration.

NOW, THEREFORE, Developer does hereby declare the following:

1. The Property described in Exhibit "A" attached hereto is hereby submitted, annexed and added to the property previously made subject to the above-described Declaration and shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions contained in said Declaration, 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 hereto, their heirs, successors and assigns and shall inure to the benefit of each owner thereof as though originally submitted thereto.

EXECUTED this 25th day of February, 1992.

DCA OF LAKE WORTH, INC.

Erico Santella
Name: Erico Santella
Janet S. English
Name: Janet S. English

By: *N. E. Saleda*
N. E. SALEDA, Vice President
Attest: *M. J. Watsky*
Morris J. Watsky
Assistant Secretary

STATE OF FLORIDA
COUNTY OF DADE

Before me, the undersigned authority, personally appeared M. E. Saleda and Morris J. Watsky, Vice President and Assistant Secretary, respectively, of DCA of Lake Worth, Inc., who stated that they executed the above Amendment to Declaration on behalf of the corporation as their free act and will. They are well known to me and did not take an oath.

Dated this 25th day of February, 1992.

Janet S. English
Notary Public, State of Florida
Janet S. English MA 557618
My Commission Expires: _____
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. AUG 10, 1992
BONDED THRU GENERAL INS. UND.

LEGAL DESCRIPTION

TRACT "P", LUCERNE POINTE PHASE III-C-3, ACCORDING TO
THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 62 AT PAGES
118 THROUGH 121 OF THE PUBLIC RECORDS OF PALM BEACH
COUNTY, FLORIDA.

EXHIBIT "A"

RECORD VERIFIED
PALM BEACH COUNTY, FLA
CLERK CIRCUIT COURT

SUPPLEMENTAL DECLARATION OF COVENANTS, RESTRICTIONS
AND EASEMENTS FOR COMMON AREAS

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR COMMON AREAS, made on this 25 day of March, 1993, by DCA of Lake Worth, Inc., a Florida corporation, hereinafter referred to as "Developer".

WHEREAS, the Developer is the owner of certain property situated in Palm Beach, Florida, described in Exhibit "A" attached hereto ("Property"); and

WHEREAS, the Developer executed a Declaration dated November 3, 1989 and recorded November 7, 1989, in Official Records Book 6352 at Page 777 of the Public Records of Palm Beach County, Florida, ("Declaration") and as subsequently amended; and

WHEREAS, Article XII, Section 6 of said Declaration provides for annexation of additional lands as follows:

"56. Annexation. Additional lands within the area described in Exhibit "B" attached hereto, may be annexed by the Declarant in whole or in part without the consent of members within ten (10) years of the date of this instrument. The additional lands, annexed in accordance with the provisions hereof, shall become subject to the provisions of this Declaration upon the recording in the Public Records of the County in which the Development is located of a Supplemental Declaration hereto properly executed by the Developer and without the consent of the members of the Association. Until such amendment is recorded, no provision of this Declaration shall be effective as to all or any portion of the Undeveloped Parcel, nor shall this Declaration constitute a cloud or encumbrance on the title of said Undeveloped Parcel."

WHEREAS, the Property is within the area described in Exhibit "B" to the Declaration.

NOW THEREFORE, Developer does hereby declare the following:

1. The Property described in Exhibit "A" attached hereto is hereby submitted, annexed and added to the property previously made subject to the above-described Declaration and shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions in said Declaration, 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 hereto, their heirs, successors and assigns and shall inure to the benefit of each owner thereof as though originally submitted thereto.

Developer has executed this Supplemental Declaration of Covenants, Restriction and Easements for Common Areas as of the date first above written.

Signed, sealed and delivered DCA OF LAKE WORTH, INC.
in the presence of:

Bertrice S. Prebled
Bertrice S. Prebled

By: M. E. Salada
M. E. Salada, Vice President

Grace Santarella
Grace Santarella

Attest: M. J. Watsky
Morris J. Watsky
Assistant Secretary

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF DADE

The foregoing instrument was acknowledged before me this 25 day of March, 1993, by M. E. Salada and Morris J. Watsky, as Vice President and Assistant Secretary, respectively, of DCA of Lake Worth, Inc., on behalf of the corporation. They are personally known to me and do not take an oath.

Grace Santarella
Notary Public, State of Florida

My Commission Expires:



RECORD TO: LINDA HOWES, LLC
1993 S. CALIFORNIA AVE., S.
SUITE 100, AUSTIN, TX 78704
ATTN: CHEWDAK

RECORD VERIFIED DOROTHY H WILKEN
CLERK OF THE COURT - PB COUNTY, FL

EXHIBIT "A"

LEGAL DESCRIPTION
FAIRWAY CLUB
CONDOMINIUM "O"

ALL OF TRACT "O" AND TOGETHER WITH A PORTION OF TRACT "M" OF THE PLAT ENTITLED "LUCERNE POINTS PHASE 111-C-3, AS RECORDED IN PLAT BOOK 62 AT PAGES 118 THROUGH 121, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF TRACT "O" OF SAID PLAT; THENCE SOUTH 06°18'26" EAST, A DISTANCE OF 70.33 FEET; THENCE SOUTH 83°41'34" WEST, A DISTANCE OF 27.00 FEET; THENCE SOUTH 06°18'26" EAST, A DISTANCE OF 20.75 FEET; THENCE SOUTH 83°41'34" WEST, A DISTANCE OF 19.67 FEET; THENCE NORTH 06°18'26" WEST, A DISTANCE OF 20.75 FEET; THENCE SOUTH 83°41'34" WEST, A DISTANCE OF 85.00 FEET; THENCE SOUTH 06°18'26" EAST, A DISTANCE OF 20.75 FEET; THENCE SOUTH 83°41'34" WEST, A DISTANCE OF 19.67 FEET; THENCE NORTH 06°18'26" WEST, A DISTANCE OF 20.75 FEET; THENCE SOUTH 83°41'34" WEST, A DISTANCE OF 71.33 FEET TO THE POINT OF BEGINNING; THE LAST TEN COURSES ARE COINCIDENT WITH THE EASTERLY AND SOUTHERLY BOUNDARY OF SAID TRACT "O"; THENCE CONTINUE SOUTH 83°41'34" EAST, ALONG SAID SOUTHERLY BOUNDARY, A DISTANCE OF 9.00 FEET; THENCE SOUTH 06°18'26" EAST, ALONG SAID SOUTHERLY BOUNDARY, A DISTANCE OF 12.00 FEET; THENCE NORTH 83°41'34" EAST, A DISTANCE OF 9.00 FEET; THENCE NORTH 06°18'26" WEST, A DISTANCE OF 12.00 FEET TO THE POINT OF BEGINNING.

RELIANCE TITLE COMPANY
900 N. FEDERAL HIGHWAY
SUITE 460
BOCA RATON, FL 33432

02/10/2003 14:45:16 20030075476
DR BK 14779 PG 0121
Palm Beach County, Florida

Prepared By:
DAVID A. CORE, ESQ.
ST. JOHN, CORE, FIORE & LEMME, P.A.
WM Call Box 110 (Palm Beach County Only)
1601 Forum Place, Suite 701
West Palm Beach, Florida 33401
(561) 655-8994

FAIRWAY CLUB PROPERTY OWNERS ASSOCIATION, INC.

**AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS
AND EASEMENTS FOR COMMON AREAS
AND SUPPLEMENTAL DECLARATION**

THIS AMENDMENT TO THE DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR COMMON AREAS AND SUPPLEMENTAL DECLARATION, is made this 4 day of ~~January~~ ^{February} 2003, by Fairway Club Property Owners Association, Inc., a Florida Not For Profit Corporation (the "Association"), pursuant to the recorded Declaration of Covenants, Restrictions and Easements for Common Areas recorded in Official Records Book 6252, at Page 777, *et seq.*, public records of Palm Beach County, Florida.

WHEREAS, the Association is the corporate entity responsible for the operation, management and administration of the Fairway Club Lands described in detail in the Declaration;

WHEREAS, the Declaration provides for annexation of land and authorizes the members of the Association to amend said Declaration;

WHEREAS, upon the recording of an amendment to the Declaration subjecting real property to the provisions of the Declaration, said real property shall be subject to and controlled by the easements, covenants, restrictions and conditions set forth in said Declaration;

WHEREAS, Coastal One Management, Inc. ("Coastal") is the owner of the real property described in Exhibit "A" hereto;

WHEREAS, Daniel Ryan and Doreen Ryan (collectively, "Ryan") are the owners of the real property described in Exhibit "B" hereto;

WHEREAS, the real property identified in Exhibits "A" and "B" hereto shall hereafter collectively be referred to as the "Property";

WHEREAS, Coastal, Ryan and the Association have agreed to annex the Property into the Fairway Club Lands subject to the Declaration;

WHEREAS, the Association's members voted at a duly called and noticed meeting of the membership to approve the annexation of said real property into the Fairway Club Lands and to amend the Declaration so as to effect the annexation and subject said real property to the Declaration's terms;

NOW, THEREFORE, the Association hereby amends the Declaration of Covenants, Restrictions, and Easements for Common Areas and declares the following:

The Property is hereby submitted, annexed and added to the property previously made subject to the above-described Declaration and shall be held, sold, transferred and conveyed subject to the easements, covenants, restrictions and conditions in said Declaration, as the same may be amended from time to time, which shall run with the land and shall be binding on all parties having any right, title or interest in the described properties or any part hereto, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof as though originally submitted thereto.

The Property is made subject to the Declaration as described herein above, however, the following specific provisions shall apply and govern said Property:

1. Notwithstanding any provision to the contrary in the Declaration, the Articles of Incorporation of Fairway Club Property Owners Association, Inc., or the Bylaws of the Association, Annual Common Assessments and/or Special Assessments against any condominium Unit constructed or developed in the Property by Coastal or Ryan, their heirs, successors or assigns, shall not come due and be payable to the Association under Article VII of the Declaration until a deed is recorded transferring or conveying title to such Unit from Coastal or Ryan, their respective heirs, successors or assigns, to a Unit buyer.

2. Coastal and Ryan, their respective heirs, successors and assigns, shall be deemed a "Member" in the Association with all rights, duties and obligations of a Member, and shall have one vote on any and all Association matters for which Members shall have a vote. As each Unit in the Property is sold, transferred or conveyed to a Unit buyer, said Unit buyer shall become a Member of the Association and shall have all rights, duties and obligations of a Member. Upon becoming a Member in the Association, said Unit buyer shall have the right to vote as provided for in the Association's Bylaws.

3. As Members, Coastal and Ryan, their respective heirs, successors and assigns, and each Unit buyer, their family members, guests and invitees shall have all rights incidental to such membership to use all recreational facilities under the jurisdiction, control, operation and management of the Association. The Membership of Coastal and Ryan, their respective heirs, successors and assigns shall terminate at such time that Coastal and Ryan, their heirs, successors and assigns no longer own any property in the Property shown in Exhibits "A" and "B" attached hereto.

4. Ryan, their heirs, successors and assigns, shall be assigned the exclusive use of 56 parking spaces, adjacent to the Property shown in Exhibit "B" hereto, for use by Ryan, their heirs, successors and assigns, as parking spaces to be used by Unit buyers of Units in the Property, their family members, guests, and invitees. The Association and Ryan, their heirs, successors and assigns agree to execute additional documents as may reasonably be necessary to effect said assignment.

Signed, sealed and delivered in the presence of:

FAIRWAY CLUB PROPERTY OWNERS ASSOCIATION, INC.

Troy Corder
Witness Name: Troy Corder
Brand Moore
Witness Name: Brand Moore

BY: *Gloria Cantor*
Gloria Cantor, President

Attest: _____
Secretary

STATE OF FLORIDA)
) ss
COUNTY OF PALM BEACH)

BEFORE ME personally appeared Gloria Cantor, the President, on behalf of Fairway Club Property Owners Association, Inc., who (produced driver license as identification or) is personally known to me to be the individual who executed the foregoing instrument and acknowledged to and before me that she executed such instrument as an officer of the Association with due and regular corporate authority, and that said instrument is the free act and deed of the Association.

WITNESS my hand and official seal this 4 day of Feb, 2003.

(SEAL)

Troy Corder
NOTARY PUBLIC
State of Florida at Large.
My Commission Expires:

USERS\MLVD...
Troy Corder
MY COMMISSION # 00007070707
Club POA... FINAL.doc
BONDED THROUGH FAIR INSURANCE, INC.

EXHIBIT "B"
TO
AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS
AND EASEMENTS FOR COMMON AREAS
AND SUPPLEMENTAL DECLARATION

All of Tract "C", Plat of Lucerne Pointe Phase III-C-3, according to the map or plat thereof, as recorded in Official Records Book 62, Page 118, Public Records of Palm Beach County, Florida.

EXHIBIT "B"

02/16/2002 17:13

5514239550

LAKE WORTH DRAINAGE

PAGE 04

Don't say "I" Wilkes, Clerk



Fidelity National Title
Insurance Company of New York

Commitment No: 006351
Agent File No: 2001-28150
FM

EXHIBIT 'A'

Being the South 170 feet of the West 100 feet of the East 155 feet of Lot 126, Block 29, Palm Beach Farms Co., Plat No. 3, recorded in, Plat Book 2, Page 45, of the Public Records of Palm Beach County, Florida. (A/K/A Lot 450, Plat 5, Florida Gardens, Unrecorded)

Being the South 170 feet of the East 100 feet of the West 175 feet of Lot 126 Block 29. of the Palm Beach Farms Co., Plat No. 3, recorded in, Plat Book 2, Page 45, of the Public Records of Palm Beach County, Florida. (A/K/A Lot 451, Plat 5, Florida Gardens, Unrecorded)

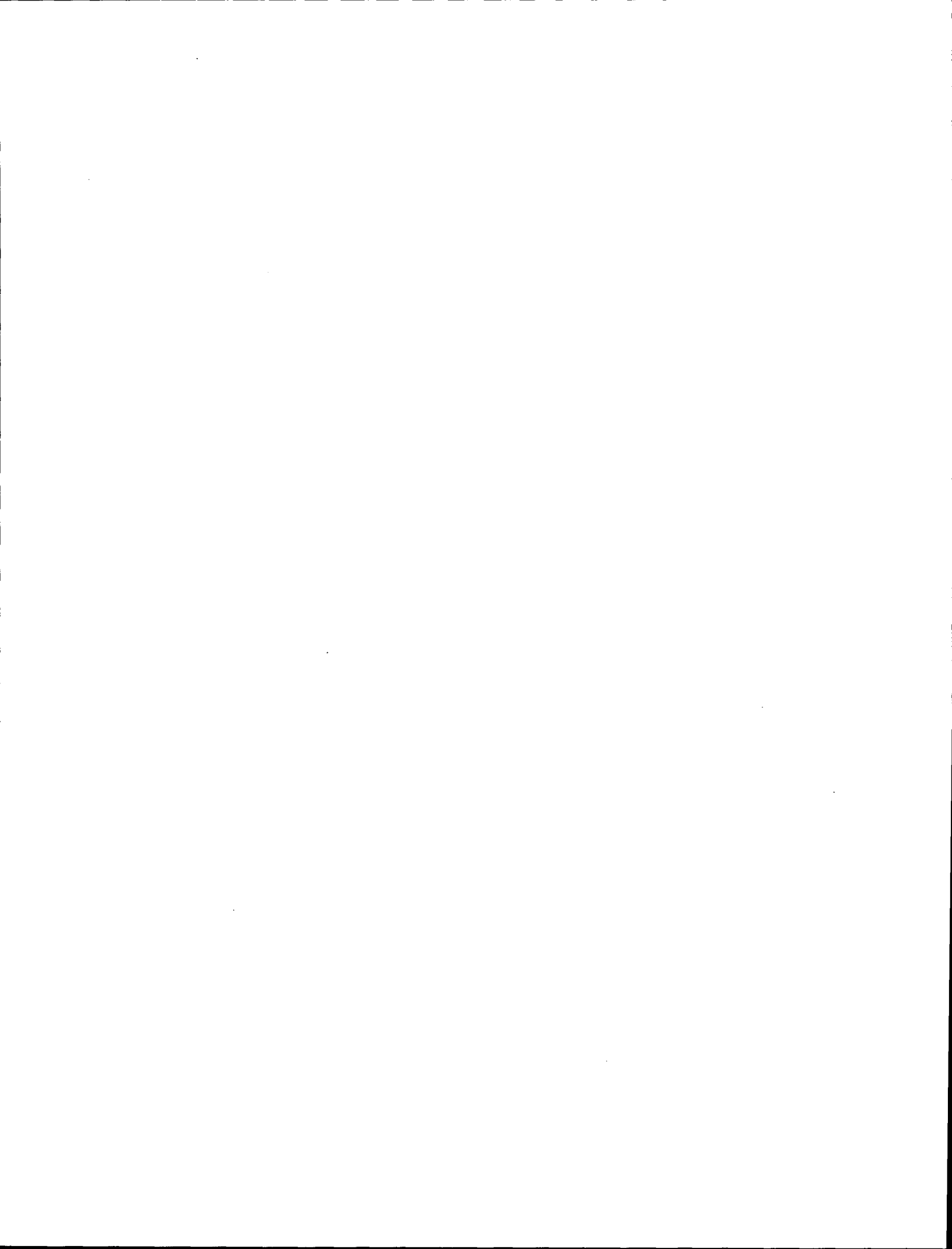
Being the South 170 feet of the West 75 feet of Lot 126, Block 29, together with the South 170 feet of the East 25 feet of Lot 125, Block 29, both of the Palm Beach Farms Company, Plat No. 3, recorded in, Plat Book 2, Page 45, of the Public Records of Palm Beach County, Florida (A/K/A Lot 452, Plat 5, Florida Gardens, Unrecorded)

The South 170 feet of the West 100 feet of the East 125 feet of Lot 121, Block 29, Palm Beach Farms Co., Plat No. 3, recorded in, Plat Book 2, Page 45, of the Public Records of Palm Beach County, Florida. (A/K/A Lot 453 Florida Gardens Plat No. 5, Unrecorded)

ac 2/16/02

ALTA COMMITMENT 1788

EXHIBIT A



State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of SUNRISE OF PALM BEACH CONDOMINIUM ASSOCIATION, INC. 3, a corporation organized under the laws of the State of Florida, filed on September 14, 1979, as shown by the records of this office.

The document number of this corporation is 748911.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
16th day of November, 1988.



Jim Smith

Jim Smith
Secretary of State

FILED

ARTICLES OF INCORPORATION

748911

APR 8 4 40 AM '79

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

undersigned, do hereby associate ourselves together for the purpose of forming a non-profit Corporation under the laws of the State of Florida, pursuant to Florida Statute 617 et seq., and hereby certify as follows:

ARTICLE I.

The name of this Corporation shall be: SUNRISE OF PALM BEACH CONDOMINIUM ASSOCIATION, INC. 3.

ARTICLE II.

The general purpose of this non-profit Corporation shall be as follows: To be the "Association" (as defined in the Condominium Act of the State of Florida, F.S. 718 Et Seq.) for the operation of Sunrise of Palm Beach Condominium No. 27, a Condominium to be created pursuant to the provisions of the Condominium Act, and as such Association, to operate and administer said Condominium and carry out the functions and duties of said Condominium Association, as set forth in the Declaration of Condominium establishing said Condominium and Exhibits annexed thereto. The Corporation shall also be the Association for the operation of additional Condominiums which may be created on property adjacent to the above specified Condominium as specified in the Declaration of Condominium that shall be filed in the Public Records of Palm Beach County, Florida, for the above specified Condominium. The Board of Directors shall have the authority in its sole discretion to designate the above Corporation as the Association for such additional condominium(s) and, in such instance(s), the provisions hereafter in these Articles of Incorporation shall be interpreted in such a manner as to include such additional condominium(s).

President
Vice-President
Secretary
Treasurer

(the last two officers may be combined), who shall be elected from time to time, in the manner set forth in the By-Laws adopted by the Corporation.

ARTICLE VII.

The names of the officers who are to serve until the first election of officers, pursuant to the terms of the Declaration of Condominium and By-Laws, are as follows:

Carl Palmisciano	President
Harry Wainshal	Vice-President
Luis A. Clark	Secretary-Treasurer
Steven I. Engel	Vice President

ARTICLE VIII.

The following persons shall constitute the first Board of Directors and shall serve until the first election of the Board of Directors at the first regular meeting of the membership:

Carl Palmisciano
Harry Wainshal
Luis A. Clark

Address as to all Directors:

2514 Hollywood Boulevard
Hollywood, Florida

ARTICLE IX.

The street address of the initial Registered Office of this Corporation is: 2514 Hollywood Boulevard, Hollywood Florida, and the name of the initial Registered Agent is Steven I. Engel.

ARTICLE X

The By-Laws of the Corporation shall initially be made and adopted by its first Board of Directors.

Prior to the time the property described in Article II hereinafter has been submitted to condominium ownership by the filing of the Declaration of Condominium, said first Board of Directors shall have full power to amend, alter or repeal the said By-Laws by a majority vote.

President or Vice-President, has been filed with the Secretary of State and all filing fees paid.

ARTICLE XII.

This Corporation shall have all the powers set forth in Florida Statute 617.021, all of the powers set forth in the Condominium Act of the State of Florida, and all powers granted to it by the Declaration of Condominium and its thereto annexed.

ARTICLE XIII.

There shall be no dividends paid to any of the members, nor shall any part of the income of the Corporation be distributed to its Board of Directors or officers. In the event there are any excess receipts over disbursements as a result of performing services, such excess shall be applied against future expenses. The Corporation may pay compensation in a reasonable amount to its members, directors and officers for services rendered, may confer benefits upon its members in conformity with its purposes, and upon dissolution or final liquidation, may make distribution to its members as is permitted by the Court having jurisdiction thereof, and no such payment, benefit or distribution shall be deemed to be a dividend or distribution of income.

This Corporation shall issue no shares of stock of any kind or nature whatsoever. Membership in the Corporation and the transfer thereof, as well as the number of members, shall be upon such terms and conditions as provided for in the Declaration of Condominium and By-Laws. The voting rights of the owners of parcels in said Condominium property shall be as set forth in the Declaration of Condominium and/or By-Laws.

ARTICLE XIV.

The foregoing terms and provisions of Article I through Article XIII inclusive of these Articles of Incorporation

A-1483

**CERTIFICATE DESIGNATING PLACE OF BUSINESS
OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN
THIS STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED**

FILED
MAY 8 1983

In pursuance of Chapter 41.091, Florida Statutes,
the following is submitted, in compliance with said Act:

First--That **SUNRISE OF PALM BEACH CONDOMINIUM ASSOCIATION, INC.** 3, desiring to organize under the laws of the State of Florida, with its principal office, as indicated in the Articles of Incorporation, at City of Hollywood, County of Broward, State of Florida, has named **STEVEN I. ENGEL**, located at 2514 Hollywood Boulevard, City of Hollywood, County of Broward, State of Florida, as its agent to accept service of process within this State.

ACKNOWLEDGMENT: (MUST BE SIGNED BY DESIGNATED AGENT)

Having been named to accept service of process for the above stated corporation, at place designated in this certificate, I hereby accept to act in this capacity, and agree to comply with the provision of said Act relative to keeping open said office.

By: Steven I. Engel
Steven I. Engel,
Resident Agent

A-1483

IN WITNESS WHEREOF, the undersigned Officers of this corporation have executed these Articles of Amendment on this 7th day of November, 1979.

SUNRISE OF PALM BEACH
CONDOMINIUM ASSOCIATION, INC. 3

BY: 
CARL PALMISCIANO, President

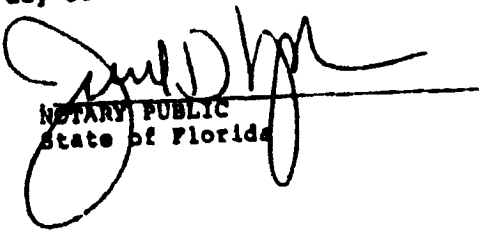
ATTEST: 
LUIS A. CLARK, Secretary

FILED
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SECRETARY OF STATE
MIAMI, FLORIDA

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid, to take acknowledgments, personally appeared CARL PALMISCIANO and LUIS A. CLARK, President and Secretary, respectively, of SUNRISE OF PALM BEACH CONDOMINIUM ASSOCIATION, INC. 3 to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid, this 7 day of November, 1979.


NOTARY PUBLIC
State of Florida

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES 6/30/1983
OFFICE: 1100 CHURCH ST. N.W. MIAMI, FL 33136

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Amendment, filed on December 14, 1988, to Articles of Incorporation for SUNRISE OF PALM BEACH CONDOMINIUM ASSOCIATION, INC. 3 changing its name to FAIRWAY CLUB PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is 748911.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
14th day of December, 1988.



CR2EO22 (6-88)

Jim Smith
Jim Smith
Secretary of State

SECRET
1988 DEC 14
FBI

CERTIFICATE OF AMENDMENT OF ARTICLES OF INCORPORATION
OF
SUNRISE OF PALM BEACH CONDOMINIUM ASSOCIATION, INC. 3

The undersigned, President and Secretary of SUNRISE OF PALM BEACH CONDOMINIUM ASSOCIATION, INC. 3, a Florida corporation not-for-profit (hereinafter referred to as "Corporation"), do hereby certify that the following amendment to the Articles of Incorporation of Sunrise of Palm Beach Condominium, Inc. 3 was duly proposed, approved and adopted by the Board of Directors of the Corporation and by a unanimous vote of the members of the Association at a Special Meeting thereof, held on December 1, 1988 at 700 N.W. 107th Avenue, Miami, Florida:

RESOLVED, that the Articles of Incorporation shall be and the same hereby are amended as follows:

ARTICLE I

NAME

The name of the corporation is FAIRWAY CLUB PROPERTY OWNERS ASSOCIATION, INC., hereinafter called the "Association".

ARTICLE II

PRINCIPAL OFFICE

The principal office of the Association shall be located at 700 N.W. 107th Avenue, Miami, Florida 33172.

ARTICLE III

REGISTERED OFFICE AND REGISTERED AGENT

The registered office of the Association is at 700 N.W. 107th Avenue, Miami, Florida 33172, with the privilege of having its office and branch offices at other places within or without the State of Florida. The registered agent at that address is MORRIS J. WATSKY.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, will make no distribution of income to its members, directors, or officers, and the specific purposes for which it is formed are to provide for the ownership, operation, maintenance, and preservation of the parking areas, private roadways, green areas and other common areas in the residential community known as Fairway Club, which is located within the Development located in Palm Beach County, Florida, more particularly described in the Declaration referred to below, hereinafter referred to as the Common Areas; and to promote the health, safety, and welfare of its members and to:

§4.1 Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Restrictions and Easements for Common Areas (the "Declaration"), as amended from time to time, and recorded or to be recorded in the Public Records of Palm Beach County, Florida; said Declaration incorporated herein as if set forth at length;

§4.2 Fix, levy, collect, and enforce payment by any lawful means, all

determine, but in no event shall more than one vote be cast with respect to any Unit.

Class B. The Class B member shall be Declarant or its successors or assigns, and shall be entitled to five (5) votes for each Unit owned by the Developer in the Fairway Club Development and who shall remain a member so long as it owns real property subject to the Declaration; provided that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever shall first occur: (i) thirty (30) days after closing of title to the last Unit in the Fairway Club Development, or (ii) thirty (30) days after Declarant elects to terminate the Class B membership.

C. "Declarant", "Owner", "Unit" and any other defined terms used herein and in these Articles, are used with the definitions given those terms in the Declaration.

ARTICLE VI

VOTING RIGHTS

Subject to the restrictions and limitations set forth herein each member other than the Class B Member shall be entitled to one (1) vote for each Unit in which he holds the interest required for membership. In the case of the Class B Member, it shall also have five (5) votes for each unit owned by the Class B Member. There shall be no meeting of the members of the Association unless a meeting is called by the Board of Directors of the Association, and should a meeting be called, the proceedings shall have no effect unless approved by the Board of Directors of the Association. In no event shall more than one (1) vote be cast with respect to any Unit. Except where otherwise required under the provisions of these Articles, the Declaration, or By-Laws, the affirmative vote of the Owners of a majority of Units represented at any meeting of the members duly called and at which a quorum is present, shall be binding upon the members.

ARTICLE VII

BOARD OF DIRECTORS

§7.1 The names and addresses of the members of the current Board of Directors who shall hold office until the annual meeting of the members and until their successors are elected or appointed and have qualified, are as follows:

SHERMAN J. KRONICK	15127 Carter Road, Suite 212 Delray Beach, Florida 33446
TAMMY A. MITCHELL	15127 Carter Road, Suite 212 Delray Beach, Florida 33446
LOIS BLITZ	15127 Carter Road, Suite 212 Delray Beach, Florida 33446

§7.2 The affairs of the Association shall be managed by a Board of Directors as provided in the By-Laws, but not less than three (3). So long as Declarant shall have the right to appoint the Board of Directors, Directors need not be members of the Association and need not be residents of the State of Florida; thereafter, all Directors shall be members of the Association and residents of the State of Florida. There shall be three (3) Directors appointed by the Class B member so long as the Class B member has the right to appoint the Board of Directors. After the Class B member's right to appoint the Board of Directors terminates, the Board of Directors shall be elected by the Class A members. Each director elected by Class A members shall serve for a term from the date of the meeting where he is elected until the next annual meeting. In no event can a Board member appointed by the Class B member, be removed except by action of the Class B member. Any director

Declarant, unless the Declarant shall join in the execution of the Amendment.

§9.6 Recording. Such amendment or amendments of these Articles shall be transcribed and certified in such form as may be necessary to file the same in the office of the Secretary of State of the State of Florida. A certified copy of each amendment of these Articles shall be recorded in the Public Records of Palm Beach County, Florida, within thirty (30) days from the date on which the same is filed and returned from the office of the Secretary of State.

ARTICLE X

OFFICERS

The affairs of the Association will be administered by the officers designated in the By-Laws of the Association. Said Officers will be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and will serve at the pleasure of the Board of Directors. The names and addresses of the current officers who are to manage the affairs of the Association until the annual meeting of the Board of Directors and until their successors are duly elected and qualified are:

PRESIDENT	SHERMAN J. KRONICK 15127 Carter Road, Suite 212 Delray Beach, Florida 33446
VICE PRESIDENT	TAMMY A. MITCHELL 15127 Carter Road, Suite 212 Delray Beach, Florida 33446
SECRETARY/TREASURER	LOIS BLITZ 15127 Carter Road, Suite 212 Delray Beach, Florida 33446

ARTICLE XI

INDEMNIFICATION

§11.1 Indemnity. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, employee, officer or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceedings, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, has no reasonable cause to believe his conduct was unlawful, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or misfeasance or malfeasance in the performance of his duty to the Association, unless and only to the extent that the Court in which such action or suit was brought shall determine upon application that despite the adjudication of liability, but in view of all of the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such Court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

§11.2 Expenses. To the extent that a director, officer, employee or agent

ARTICLE XIV

TRANSACTION IN WHICH DIRECTORS OR
OFFICERS ARE INTERESTED

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

B. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

IN WITNESS WHEREOF, the undersigned have signed this Certificate and affixed the corporate seal this 2 day of December, 1988.

Sunrise of Palm Beach Condominium
Association, Inc. 3

By: Sherman J. Kronick
Sherman J. Kronick, President

Attest: Lois Blitz
Lois Blitz, Secretary

EXHIBIT "1"

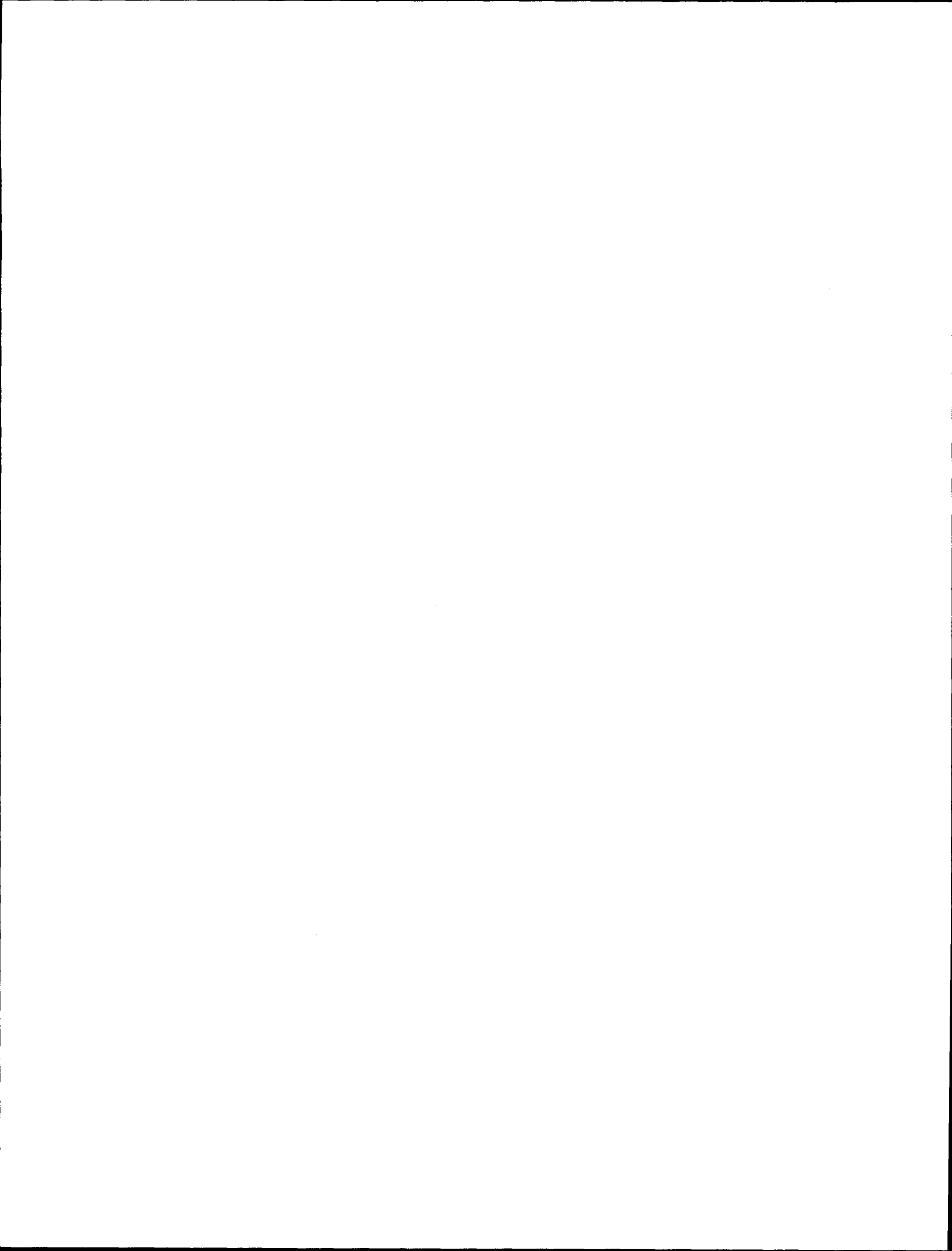
**AMENDMENT TO THE ARTICLES OF INCORPORATION OF
FAIRWAY CLUB PROPERTY OWNERS ASSOCIATION, INC.**

The original Declaration of Covenants, Restrictions and Easements for Common Areas is recorded in Official Records Book 6252 Page 777, of the Public Records of Palm Beach County, Florida. The Articles of Incorporation, as amended, for Fairway Club Property Owners Association, Inc. are recorded in Official Records Book 6252, Page 802.

As indicated herein, words underlined are added and words ~~struck through~~ are deleted.

Item 1. Article VII §7.2. shall be deleted in its entirety and replaced as follows:

§7.2. Number, Term and Qualifications. The affairs of the Association shall be governed by a Board of Directors which shall be comprised as follows: Two (2) Directors from Building "B", two (2) Directors from Building "O", two (2) Directors from Building "D", and one (1) Director from Building "P". If, upon construction of Building "C" and submission of said Building to condominium or other ownership, which will subject its members to the Declaration of Covenants, Restrictions and Easements for Common Areas. If Building "C" contains 32 or less units, the Board shall be increased by one (1) Director who shall be from Building "C". If Building "C" contains more than 32 units, then the Board of Directors shall be increased by two (2) Directors who shall be from Building "C". All Directors shall be members of the Association. The term of each Director's service shall extend until the next annual meeting of the members, and thereafter until a successor is duly appointed and qualified, or until removed in the manner provided in §3. below. The appointment and qualification of Directors shall be in accordance with §5 of this Article IV.



BY-LAWS OF

FAIRWAY CLUB PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE I

GENERAL PLAN OF OWNERSHIP

§1. Name. The name of the Corporation is Fairway Club Property Owners Association, Inc., and is hereinafter referred to as the "Association". The principal office of the Association shall be located in the State of Florida.

§2. By-Laws Applicability. The provisions of these By-Laws are applicable to the Association.

§3. Personal Application. All present and future Owners and their tenants, guests and invitees in the Fairway Club Development (the "Development"), are subject to the regulations set forth in these By-Laws and in the Declaration of Covenants, Restrictions and Easements for Common Areas dated _____ and recorded among the Public Records of Palm Beach County, Florida, under (referred to herein as the "Declaration").

The mere acquisition or rental of any Unit or the mere act of occupancy of any Unit signify that these By-Laws are accepted, ratified, and will be complied with.

Terms used herein shall have the meanings as described to them in the Declaration, unless the context indicates otherwise.

ARTICLE II

VOTING RIGHTS, MAJORITY OF QUORUM, QUORUM, PROXIES

§1. Voting Rights. The Association shall have two (2) classes of voting Membership, as set forth in the Declaration, Articles and as follows:

The members shall consist of the Owners of Units in the Fairway Club Development which is being developed by DCA of Lake Worth, Inc., a Florida corporation, (the "Declarant"). All such Unit Owners shall be members of the Association. There shall be two classes of members as follows:

Class A. Class A members shall be all Owners with the exception of the Declarant, and shall be entitled to one (1) vote for each Unit owned. When more than one person holds an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Unit.

Class B. The Class B member shall be Declarant or its successors or assigns who shall remain a member so long as it owns real property subject to the Declaration; provided that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever shall first occur: (i) thirty (30) days after closing of title to the last Unit in the Fairway Club Development, or (ii) thirty (30) days after Declarant elects to terminate the Class B membership.

Subject to the restrictions and limitations set forth herein each member shall be entitled to one (1) vote for each Unit in which he holds the interest required for membership. In the case of the Declarant, it shall have five (5) votes for each Unit owned by Developer within the Development. There shall be no meeting of the members of the Association unless a meeting is called by the Board of Directors of the Association, and should a meeting be called, the proceedings shall have no effect unless approved by the Board of Directors of the Association. In no event shall more than one (1) vote be cast with respect to any Unit. Except where otherwise required under the provisions of these By-Laws, the Declaration, or by law, the affirmative vote of the Owners of a majority of Units represented at any meeting of the members duly called and at which a quorum is present, shall be binding upon the Members.

§2. Majority of Quorum. Unless otherwise expressly provided in these By-Laws or the Declaration, any action which may be taken by the Association may be taken by a majority of a quorum of the Members of the Association.

§3. Quorum. A quorum at Members' meetings shall be attained by the presence, either in person or by proxy, of persons entitled to a majority of the votes of the entire membership. If any proposed meeting cannot be organized because a quorum has not been attained, (notwithstanding anything contained herein to the contrary) at such new meeting or meetings (if additional meetings are necessary in order to obtain the reduced quorum as hereinafter provided) the presence either in person or by proxy of persons entitled to cast 33-1/3 of the votes of the entire membership shall constitute a quorum at such new meeting or meetings; it being intended that in the event a majority quorum cannot be obtained at any meeting of the Members, that the quorum requirements be reduced for the purposes of the new meeting or meetings to which the original meeting is adjourned only. At such new meeting or meetings, if necessary, at which a quorum exists any business may be transacted at the meeting originally called.

§4. Proxies. Votes may be cast in person or by proxy. Proxies must be in writing and filed with the Secretary at least twenty-four (24) hours before the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease after completion of the meeting for which the proxy was filed, and upon conveyance by the Member of his Unit.

ARTICLE III

ADMINISTRATION

§1. Association Responsibilities. The Association shall have the responsibility of administering the Common Areas, approving the annual budget, establishing and collecting all assessments and arranging for the management of the Common Areas pursuant to an agreement, containing provisions relating to the duties, obligations, removal and compensation of the Manager.

§2. Place of Meetings of Members. Meetings of the Members shall be held within the Development or such other suitable place as close thereto as practicable in Palm Beach County, convenient to the Owners as may be designated by the Board of Directors.

§3. Annual Meetings of Members. The first annual meeting of Members shall be held on the date at the place and at the time, as determined by the Board of Directors, provided, however, that said meeting shall be held, to the extent possible, within thirteen (13) months after the closing on title to the first Condominium Unit. Thereafter, the annual meeting of the Association shall be held on the anniversary date of the first annual meeting; provided, however, that should the anniversary date fall on a legal holiday, then such annual meeting of the Members shall be held on the next

day thereafter which is not a legal holiday. At each annual meeting there shall be elected by ballot of the Members a Board of Directors, in accordance with the requirements of Section 5 of Article IV of these By-Laws. At the first annual meeting, the directors shall be elected to serve until the second annual meeting, and at the second annual meeting, directors shall be elected for a term of one (1) year beginning with the second annual meeting. Unless a director resigns before the expiration of his term of office, each director shall hold his office until his successor has been elected and the first meeting involving such successor is held. The term of office of any director elected to fill a vacancy created by the resignation of his predecessor shall be the balance of the unexpired term of his predecessor. The Members may also transact such other business of the Association as may properly come before them. Each first Mortgagee of Condominium Unit may designate a representative to attend all annual meetings of the Members.

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 54. Special Meetings of Members. Special meetings of the Members may be called at any time by a majority of a quorum of the Board of Directors, or upon a petition signed by Members holding at least fifteen (15) percent of the voting power of each class of the Members having been presented to the Secretary. Notice of any special meeting shall state the time and place of such meeting and the purpose thereof.

No business shall be transacted at a special meeting except as stated in the notice, unless by consent of those Members holding at least four-fifths (4/5ths) of the voting power of the Association, either in person or by proxy. Each First Mortgagee of a Condominium Unit may designate a representative to attend all special meetings of the Members.

55. Notice of Meetings of Members. It shall be the duty of the Secretary to mail a notice of each annual or special meeting of Members, stating the purpose thereof as well as the day, hour, and place where it is to be held, to each Owner of record and to each First Mortgagee of a Condominium Unit which has filed a written request for notice with the Secretary, at least ten (10) but not more than sixty (60) days prior to such meeting. The notice may set forth time limits for speakers and nominating procedures for the meeting. The mailing of a notice, postage prepaid, in the manner provided in this Section, shall be considered notice served, after said notice has been deposited in a regular depository of the United States mail. If no address has been furnished to the Secretary, notice shall be deemed to have been given to a Member if posted in a conspicuous place on the Association Property.

56. Adjourned Meetings. If any proposed meeting cannot be organized because a quorum has not been attained, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a reduced quorum as provided in Article II, Section 3, hereof is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting. The notice of the newly scheduled meeting shall provide for among other things, that the quorum requirement has been reduced; and that a quorum shall be attained by the presence either in person or by proxy of persons entitled to cast 33-1/3% of the votes of the entire membership. Proxies given for the adjourned meeting shall be valid for the newly scheduled meeting unless revoked for reasons other than the new date of the meeting.

57. Order of Business. The order of business at all meetings of the Members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) election of inspector of election; (g) election of directors; (h) unfinished business; and (i) new business. Meetings of Members shall be conducted by the officers of the Association, in order of their priority.

58. Action Without Meeting. Any Action, which under the provisions of Florida law may be taken at a meeting of the Members, may be taken without a meeting if authorized by a writing signed by all of the Members who would be entitled to vote at a meeting for such purpose, and such writing is filed with the Secretary.

59. Consent of Absentees. The transaction of any meeting of Members, either annual or special, however called and noticed, shall be as valid as though had at a meeting duly held after regulation call and notice if a quorum be present either in person or by proxy, and if, either before or after the meeting, each of the Members not present in person or by proxy, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

510. Minutes, Presumption of Notice. Minutes or similar record of the proceedings of meetings of Members, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

ARTICLE IV

BOARD OF DIRECTORS

51. Number, Term and Qualifications. The affairs of the Association shall be governed by a Board of Directors composed of not less than three (3) nor more than nine (9) persons, as is determined from time to time by the Members. All Directors shall be members of the Association; provided, however, that until one of the events in Article II, Section 1 of these By-Laws first occurs, all Directors shall be designated by the Declarant and need not be members. All officers of a Corporate Unit owner shall be deemed to be members of the Association so as to qualify as Directors herein. The term of each Director's service shall extend until the next annual meeting of the Members, and thereafter until his successor is duly elected and qualified, or until he is removed in the manner provided in Section 3 below.

52. Powers and Duties. The Board of Directors has the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by these By-laws directed to be exercised and done exclusively by the Owners.

53. Special Powers and Duties. Without prejudice to such foregoing general powers and duties and such powers and duties as are set forth in the Declaration and Articles of Incorporation, the Board of Directors is vested with, and responsible for, the following powers and duties:

- (a) To select, appoint, and remove all officers, agents and employees of the Association, to prescribe such powers and duties for them as may be consistent with law, with the Articles of Incorporation, the Declaration and these By-Laws; to fix their compensation and to require from them security for faithful service when deemed advisable by the Board.
- (b) To conduct, manage and control the affairs and business of the Association, and to make and enforce such rules and regulations therefor consistent with law, with the Articles of Incorporation, the Declaration, and these By-Laws, as the Board may deem necessary or advisable.
- (c) To change the principal office for the transaction of business of the Association from one location to another within the State of Florida as provided in Article I hereof; to designate any place within said State for the holding of

any annual or special meeting or meetings of Members consistent with the provisions of Article III, Section 2 hereof; and to adopt and use a corporate seal and to alter the form of such seal from time to time, as the Board, in its sole judgment, may deem best, provided that such seal shall at all times comply with the provisions of the law.

- (d) To borrow money and to incur indebtedness for the purpose of the Association, and to cause to be executed and delivered therefor, in the Association's name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or other evidences of debt and securities therefor.
- (e) To fix and levy from time to time, Common Assessments upon the Owners, as provided in the Declaration; to determine and fix the due date for the payment of such assessments, and the date upon which the same shall become delinquent; provided, however, that such assessments shall be fixed and levied only to provide for the payment of the expenses of the Association and of taxes and assessments upon real or personal property owned, leased, controlled or occupied by the Association, or for the payment of expenses for labor rendered or materials or supplies used and consumed, or equipment and appliances furnished for the maintenance, improvement or development of such property or for the payment of any and all obligations in relation thereto, or in performing or causing to be performed any of the purposes of the Association for the general benefit and welfare of its Members, in accordance with the provisions of the Declaration. The Board of Directors is hereby authorized to incur any and all such expenditures for any of the foregoing purposes and to provide, or cause to be provided, adequate reserves for replacements as it shall deem to be necessary or advisable in the interest of the Association or welfare of its Members. Disbursements from such trust reserve fund shall be made only in accordance with the provisions of the Declaration. Such Common Assessments shall be fixed in accordance with the provisions of the Declaration. Should any Owner fail to pay such Assessments before delinquency, the Board of Directors in its discretion is authorized to enforce the payment of such delinquent assessments as provided in the Declaration.
- (f) To enforce the provisions of the Declaration covering the Common Areas, these By-Laws or other agreements of the Association.
- (g) To contract for and pay fire, casualty, errors and omissions, blanket liability, malicious mischief, vandalism, and other insurance, insuring the Owners, the Association, the Declarant, the Board of Directors and other interested parties, in accordance with the provisions of the Declaration, covering and protecting against such damages or injuries as the Board deems advisable, which may include without limitation, medical expenses of persons injured on the Common Areas, and to bond the agents and employees of any management body, if deemed advisable by the Board. The Board shall review, not less frequently than annually, all insurance policies and bonds obtained by the Board on behalf of the Association.
- (h) To contract for any pay maintenance, gardening, utilities, materials and supplies, and services relating to the Common Areas and to employ personnel necessary for the operation of the Common Areas, including legal and accounting services, and to contract for and pay for improvements to the Common Areas.

- (i) To delegate its powers according to law, and subject to the approval of the Members, to adopt these By-laws.
 - (j) To grant easements where necessary for utilities and sewer facilities over the Common Areas to serve the Development.
 - (k) To fix, determine and name from time to time, if necessary or advisable, the public agency, fund, foundation or corporation which is then or there organized or operated for charitable purposes, to which the assets of this Association shall be distributed upon liquidation or dissolution, according to the Articles of Incorporation of the Association. The assets so distributed shall be those remaining after satisfaction of all just debts and obligations of the Association, and after distribution of all property held or acquired by the Association under the terms of a specific trust or trusts.
- (l) To adopt such uniform and reasonable Rules and Regulations as the Board may deem necessary for the management of the Common Areas, which Rules and Regulations shall become effective and binding after (i) they are adopted by a majority of the Board at a meeting called for that purpose, or by the written consent of such number of directors attached to a copy of the Rules and Regulations of the Association, and (ii) they are posted in a conspicuous place in or near the Common Areas. For so long as Declarant controls the Board of Directors of the Association, such Rules and Regulations shall not materially adversely affect the rights, privileges or preferences of any Owner as established by the Declaration, the Articles of Incorporation of the Association and these By-Laws and such Rules and Regulations shall be enforceable only to the extent that they are consistent with the Declaration, the Articles of Incorporation and these By-Laws.

54. Management Agent. The option to employ a managing agent to manage the Common Areas and the affairs of the Association who shall perform such duties and services as the Board shall authorize.

55. Election and Term of Office. At the first annual meeting of the Association, and thereafter at each annual meeting of the Members, directors shall be elected by secret written ballot by a plurality of Members as provided in these By-Laws, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting. In the event that an annual meeting is not held, or the Board is not elected thereat, the Board may be elected at a special meeting of the Members held for that purpose. Each director shall hold office until his successor has been elected or until his death, resignation, removal or judicial adjudication of mental incompetence. Any person serving as a director may be re-elected, and there shall be no limitation on the number of terms during which he may serve.

56. Books, Financial Review. The Board of Directors shall cause to be maintained a full set of books and records showing the financial condition of the affairs of the Association in a manner consistent with generally accepted accounting principles. At no greater than annual intervals, the Board of Directors shall obtain an independent financial review of such books and records. A copy of each such financial review shall be delivered to a Member within sixty (60) days after the completion of such financial review upon written request from a Member.

57. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a director by a vote of the Members of the Association shall be filled by vote of the majority of the remaining directors, even though they may constitute less than a quorum; and each person elected shall be a director until a successor is elected at the next annual meeting of the Members of the Association, or a special meeting of the

Members called for that purpose. A vacancy or vacancies shall be deemed to exist in case of death, resignation, removal or judicial adjudication of mental incompetence of any Director, or in case the Members fail to elect the full number of authorized directors at any meeting at which such election is to take place.

58. Removal of Directors. At any regular or special meeting of the Members duly called, any one or more of the Directors may be removed with or without cause by a majority vote of the Members of the Association, and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting. If any or all of the directors are so removed, new directors may be elected at the same meetings.

59. Organizational Meeting. The first regular ("organization") meeting of a newly elected Board of Directors shall be held within ten (10) days of election of the Board, at such place as shall be fixed and announced by the Directors at the meeting at which such Directors were elected, for the purpose of organization, election of officers and the transaction of other business. No notice shall be necessary to the newly elected directors in order legally to constitute such meeting, provided a majority of the whole Board shall be present.

510. Other Regular Meeting. Other regular meetings of the Board of Directors shall be open to the Members and may be held at such time and place in or near the Development as shall be determined, from time to time by a resolution adopted by a majority of a quorum of the Directors; provided, however, that such meeting shall be held no less frequently than quarterly. Notice of regular meetings of the Board of Directors shall be given to each director, personally or by mail, telephone or telegraph, at least seventy-two (72) hours prior to the date named for such meeting, and shall be posted at a prominent place or places within the Common Areas.

511. Special Meeting. Special meetings of the Board of Directors shall be open to all Members and may be called by the President (or, if he is absent or refused to act, by the Vice President) or by any two (2) directors.

At least seventy-two (72) hours notice shall be given to each director personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and the purpose of the meeting, and shall be posted at a prominent place or places in or near the Development. If served by mail, each such notice shall be sent, postage prepaid, to the address reflected on the records of the Association, and shall be deemed given, if not actually received earlier, at 5:00 o'clock p.m. on the second day after it is deposited in a regular depository of the United States mail as provided herein. Whenever any Director has been absent from any special meeting of the Board, an entry in the minutes to the effect that notice has been duly given shall be conclusive and incontrovertible evidence that due notice of such meeting was given to such Director, as required by law and as provided herein.

512. Waiver of Notice. Before or at any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting. The transactions of any meeting of the Board, however called and notice or wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum be present, and if, either before or after the meeting, each of the directors not present signs such a written waiver of notice, a consent to holding such meeting, or an approval of the minutes thereof. All such waivers, consents and approvals shall be filed with the records of the Association or made a part of the minutes of the meeting.

§13. Quorum and Adjournment. Except as otherwise expressly provided herein, at all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

§14. Action Without Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the vote or written consent of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

§15. Fidelity Bonds. The Board of Directors may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

§16. Committees. The Board of Directors by resolution may from time to time designate such committees as it shall desire, and may establish the purposes and powers of each such committee created. The resolution designating and establishing the committee shall provide for the appointment of its members, as well as a chairman, shall state the purposes of the committee, and shall provide for reports, termination, and other administrative matters as deemed appropriate by the Board.

ARTICLE V

OFFICERS

§1. Designation. The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint an Assistant Treasurer and an Assistant Secretary, and such other officers as in their judgment may be necessary. Officers other than the President need not be Directors. The office of Secretary and Treasurer may be held by the same person, but the office of President and Secretary may not be held by the same person.

§2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the Organization Meeting of each new Board of Directors, and each officer shall hold his office until he shall resign or be removed or otherwise disqualified to serve, or his successors shall be elected and qualified to serve.

§3. Removal of Officers. Upon an affirmative vote of a majority of the entire Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors, called for such purpose. Any officer may resign at any time by giving written notice to the Board or to the President or Secretary of the Association. Any such resignation shall take effect at the date of receipt of such notice or at any later time specified therein; and unless otherwise specified in said notice, acceptance of such resignation by the Board shall not be necessary to make it effective.

§4. Compensation. Officers, agents, and employees shall receive such reasonable compensation for their services as may be authorized or ratified by the Board. Appointment of any officer, agent or employee shall not of itself create contractual rights of compensation for services performed by such officer, agent, or employee, provided that no officer, employee or director of Declarant or any affiliate of Declarant may receive any compensation.

55. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of the President of a corporation, including but not limited to the power, subject to the provisions of Article VI, Section 16, to appoint committees from among the Members from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association. The President shall, subject to the control of the Board of Directors have general supervision, direction and control of the business of the Association. The President shall be ex-officio a member of all standing committees, and he shall have such other powers and duties as may be prescribed by the Board of Directors or these By-Laws of the Association.

56. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent, disabled, refuses or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors or these By-Laws of the Association.

57. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association at the principal office of the Association or at such other places as the Board of Directors may order. The Secretary shall keep the seal of the Association in safe custody and shall have charge of such books and papers as the Board of Directors may direct; and the Secretary shall, in general, perform all of the duties incident to the office of Secretary. The Secretary shall give, or cause to be given, notices of meetings of the Members of the Association and of the Board of Directors required by these By-Laws or by law to be given. The Secretary shall maintain a book of record Owners listing the names and addresses of the Owners as furnished by the Association, and such books shall be changed only at such time as satisfactory evidence of a change in ownership of a Unit is presented to the Secretary. The Secretary shall perform such other duties as may be prescribed by the Board of Directors.

58. Treasurer. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping, or causing to be kept, full and accurate accounts, tax records and business transactions of the Association, including accounts of all assets, liabilities, receipts and disbursements in books belonging to the Association. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors. The Treasurer shall co-sign all checks and promissory notes on behalf of the Association. The Treasurer shall disburse the funds of the Association as may be ordered by the Board of Directors, in accordance with the Declaration, shall render to the President and directors, upon request, an account of all of his transactions as Treasurer and of the financial conditions of the Association, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or these By-Laws.

ARTICLE VI

OBLIGATIONS OF OWNERS FOR ASSESSMENTS.

51. Payment. The Association shall obtain funds with which to operate by assessment of its members in accordance with the provisions of the Declaration as supplemented by the provisions of the Articles of the Association relating thereto. Said assessments shall be payable monthly, in advance, without notice, and shall be due on the first day of each month. Unless otherwise required by the Board, assessments may not be made payable less frequently than monthly. In event the annual assessment proves to be

insufficient, the budget and assessments may be amended at any time by the Board of Directors.

S2. Special Assessments. Special assessments for charges by the Association against Members for other than common expenses or for common expenses for emergencies that cannot be paid from the annual assessments for common expenses shall be levied in the same manner as herein provided for regular assessments, except that notice thereof shall be given and they shall be payable in the manner determined by the Board.

S3. Past Due Assessments. Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the rate set forth in the Declaration and shall result in the suspension of voting privileges during any period of such nonpayment.

S4. Default. If a Unit Owner shall be in default in the payment of an installment upon any Assessment, the Management Firm, if applicable, or the Board of Directors, may accelerate the remaining monthly installments for the fiscal year upon notice thereof to the Unit Owner and, thereupon, the unpaid balance of the Assessment shall become due upon the date stated in the notice, but not less than fifteen (15) days after delivery of or the mailing of such notice to the Unit Owner.

In addition to the above and subject to the approval and ratification of the Board of Directors of the Association, the Management Firm if applicable, shall have the right to (a) suspend any Unit Owner and/or authorized user of the recreation facilities from the use of such recreational facilities for any infraction of the promulgated Rules and Regulations pertaining to said recreation facilities, for a period not to exceed thirty (30) days and during said period of suspension, there shall be no reduction in the Assessments due and payable from said Unit Owner and/or authorized user and (b) deny to the Unit Owner and/or the authorized user of the recreation facilities, the use and enjoyment of the facilities until such time as all Assessments are paid if a Unit Owner fails to pay an Assessment within ten (10) days after its due date.

ARTICLE VII

AMENDMENTS TO BY-LAWS

Amendments to these By-Laws shall be proposed and adopted in the following manner:

S1. Proposal. Amendments to these By-Laws may be proposed by the Board of Directors (the "Board") of the Association by resolutions adopted by a majority vote of the Directors present at any regular or special meeting of the Board at which is quorum is present or, in the alternative, by a written instrument signed by a majority of the Board, or by the owners of a majority of the Units, whether by vote of such owners as members of the Association at a special or regular meeting of the Members or by written instrument signed by them. Such proposed amendment or amendments shall be transmitted to the president of the Association, or the acting chief executive officer in the absence of the President, who shall thereupon call a Special Meeting of the Members of the Association not later than sixty (60) days from the receipt by him of the proposed amendment or amendments.

S2. Notice. It shall be the duty of the Secretary to give each Member written notice of such meeting, stating the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed or presented personally to each Member not less than fourteen (14) days nor more than thirty (30) days before the date set for such meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, addressed to the Member at his Post Office address as it appears on the records of the Association, with postage thereon prepaid. Any Member may, by written waiver of notice signed by such Member, waive such notice, and such waiver when filed in the records of the Association,

whether before, during or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such Member.

§3. Resolution. At the meeting at which the amendment is to be proposed and considered, a resolution for the adoption of the proposed amendment may be made by any member of the Board of Directors of the Association, or by any member of the Association, present in person or by proxy.

§4. Approval. Except as elsewhere provided, the approval of a resolution for the adoption of a proposed amendment to By-Laws shall require the affirmative vote of a majority of the members of the Board of Directors of the Association, and the affirmative vote of not less than seventy-five (75%) percent of the total voting membership of the Association. Members of the Board of Directors and members of the Association not present in person or by proxy at the meeting at which the amendment is to be considered may express their approval (or disapproval) of the amendment in writing, provided that such approval is delivered to the Secretary of the Association prior to the commencement of the meeting.

§5. Limitation. Provided, however, that no amendment shall make any changes in the qualifications for membership nor in the voting rights or property rights of members without approval in writing by all members and the joinder of all record owners of mortgages upon Units. No amendment shall be made that is in conflict with the Act or the Declaration, nor shall any amendment make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of or reserved to the Declarant or an affiliate of the Declarant, unless the Declarant shall join the execution of the Amendment.

§6. Recording. Such amendment or amendments of these By-Laws shall be transcribed and certified in such form as may be necessary to file the same in the office of the Association and shall be recorded in the Public Records of Palm Beach County, Florida within thirty (30) days from the date on which the same is approved.

ARTICLE VIII

MORTGAGES

§1. Notice to Association. An Owner who mortgages his Condominium Unit shall notify the Association through the Management Company or the Secretary of the Board of Directors in the event there is no Management Company, the name and address of his Mortgagee; and the Association shall maintain such information in a book entitled "Mortgagees of Condominium Units". Any such Owner shall likewise notify the Association as to the release or discharge of any such mortgage.

§2. Notice of Unpaid Assessments. The Board of Directors of the Association shall at the request of a Mortgagee of a Condominium Unit report any unpaid assessments due from the Owner of such Condominium Unit, in accordance with the provisions of the Declaration.

ARTICLE IX

MEANING OF TERMS

All terms appearing herein initially capitalized shall have the same meanings as are applied to such terms in the Declaration, which terms include without limitation: "Declarant", "Management Company", "Owner", "Board", "Subdivision", "Condominium Unit", "Articles", "Member", "Mortgage", "Mortgagee", and "Common Assessments".

ARTICLE X

CONFLICTING PROVISIONS

In case any of these By-Laws conflict with any provisions of the laws of the State of Florida, such conflicting By-Laws shall be null and void upon final Court determination to such effect, but all other By-Laws shall remain in full force and effect. In case of any conflict between the Articles and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XI

MISCELLANEOUS

51. Execution of Documents. The Board of Directors, except as in these By-Laws otherwise provided, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name and on behalf of the Association, and such authority may be general or confined to specific instances; and unless so authorized by the Board of Directors, no officer, agent, committee member, or employee shall have any power or authority to bind the Association by any contract or engagement or to bind the Association by any contract or engagement or to pledge its credit or to render it liable for any purpose or in any amount.

52. Inspection of By-Laws. The Association shall keep in its office for the transaction of business the original or a copy of these By-Laws as amended or otherwise altered to date, certified by the Secretary, which shall be open to inspection by the Members and all First Mortgagees at all reasonable times during office hours.

53. Fiscal Year. The fiscal year of the Association shall be determined by the Board of Directors and having been so determined, is subject to change from time to time as the Board of Directors shall determine.

54. Membership Book. The Association shall keep and maintain in its office for the transaction of business a book containing the name and address of each Member. Termination or transfer of ownership of any Condominium Unit by an Owner shall be recorded in the book together with the date on which such ownership was transferred, in accordance with the provisions of the Declaration.

The foregoing was adopted as the By-Laws of the Association by the Board of Directors of the Association in a meeting held for such purpose on the 21 day of December, 1988.



President

EXHIBIT "1"

**AMENDMENTS TO THE BY-LAWS OF
FAIRWAY CLUB PROPERTY OWNERS ASSOCIATION, INC.**

The original Declaration of Covenants, Restrictions and Easements for Common Areas is recorded in Official Records Book 6252 Page 777, of the Public Records of Palm Beach County, Florida. The original By-Laws of Fairway Club Property Owners Association, Inc. are recorded in Official Records Book 6252, Page 810.

As indicated herein, words underlined are added and words ~~struck through~~ are deleted.

Item 1. Article IV §1. shall be deleted in its entirety and replaced as follows:

§1. Number, Term and Qualifications. The affairs of the Association shall be governed by a Board of Directors which shall be comprised as follows: Two (2) Directors from Building "B", two (2) Directors from Building "O", two (2) Directors from Building "D", and one (1) Director from Building "P". If, upon construction of Building "C" and submission of said Building to condominium or other ownership, which will subject its members to the Declaration of Covenants, Restrictions and Easements for Common Areas, then the Board of Directors shall be increased. If Building "C" contains 32 or less units, the Board shall be increased by one (1) Director who shall be from Building "C". If Building "C" contains more than 32 units, then the Board of Directors shall be increased by two (2) Directors who shall be from Building "C". All Directors shall be members of the Association. The term of each Director's service shall extend until the next annual meeting of the members, and thereafter until a successor is duly appointed and qualified, or until removed in the manner provided in §3. below. The appointment and qualification of Directors shall be in accordance with §5 of this Article IV.

Item 2. Article IV, §5. shall be deleted in its entirety and replaced as follows:

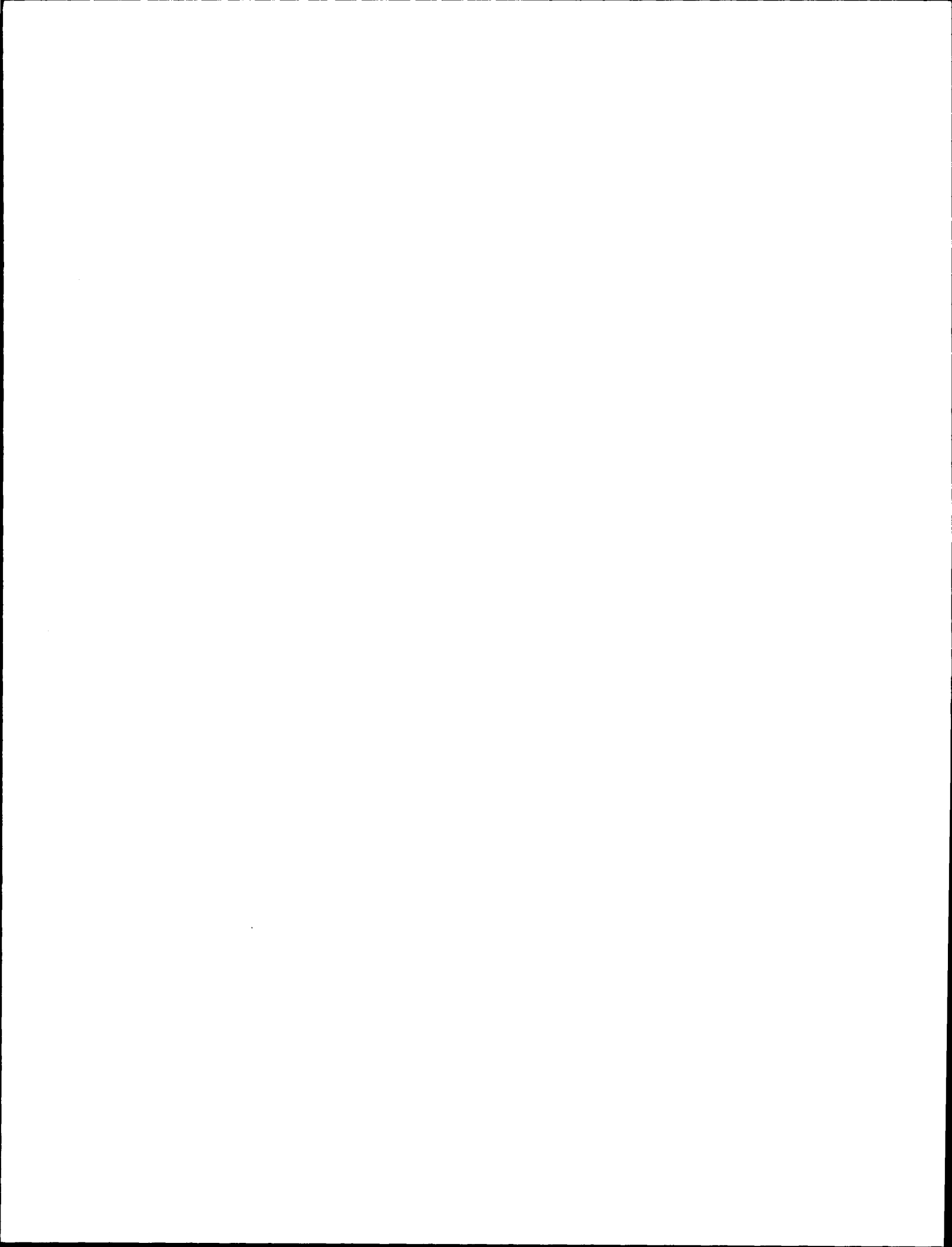
§5. Appointment and Term of Office. At each annual meeting of the members, the Board of Directors of each Association representing a Building shall submit in writing Director(s) appointed by the Board of Directors of that Building or elected by that Building's members. The manner in which the POA Board members representing a Building are either appointed by the Board or elected by the members shall be in accordance with the Association documents governing said Building. If the documents do not provide otherwise, then the POA Board members shall be appointed by the Association Board of Directors representing that Building. The term of each Director's service shall extend until the next

annual meeting of the members, and thereafter until a successor is duly appointed, elected and qualified, or until he is removed in the manner provided in §3. above.

Item 3. Article IV, §8. shall be deleted in its entirety and replaced as follows:

§8. Removal of Directors. At any regular or special meeting of the members of an Association representing an individual Building, any one or more of the Directors appointed or elected by that Association may be removed with or without cause by a majority vote of the members of the Association representing that Building, and a successor may then and there be appointed and/or elected to fill the vacancy thus created as specified in the Building documents. Any Director whose removal has been proposed by the members, shall be given an opportunity to be heard at the meeting. If any or all of the Directors are so removed, new Directors may be elected at the same meetings.

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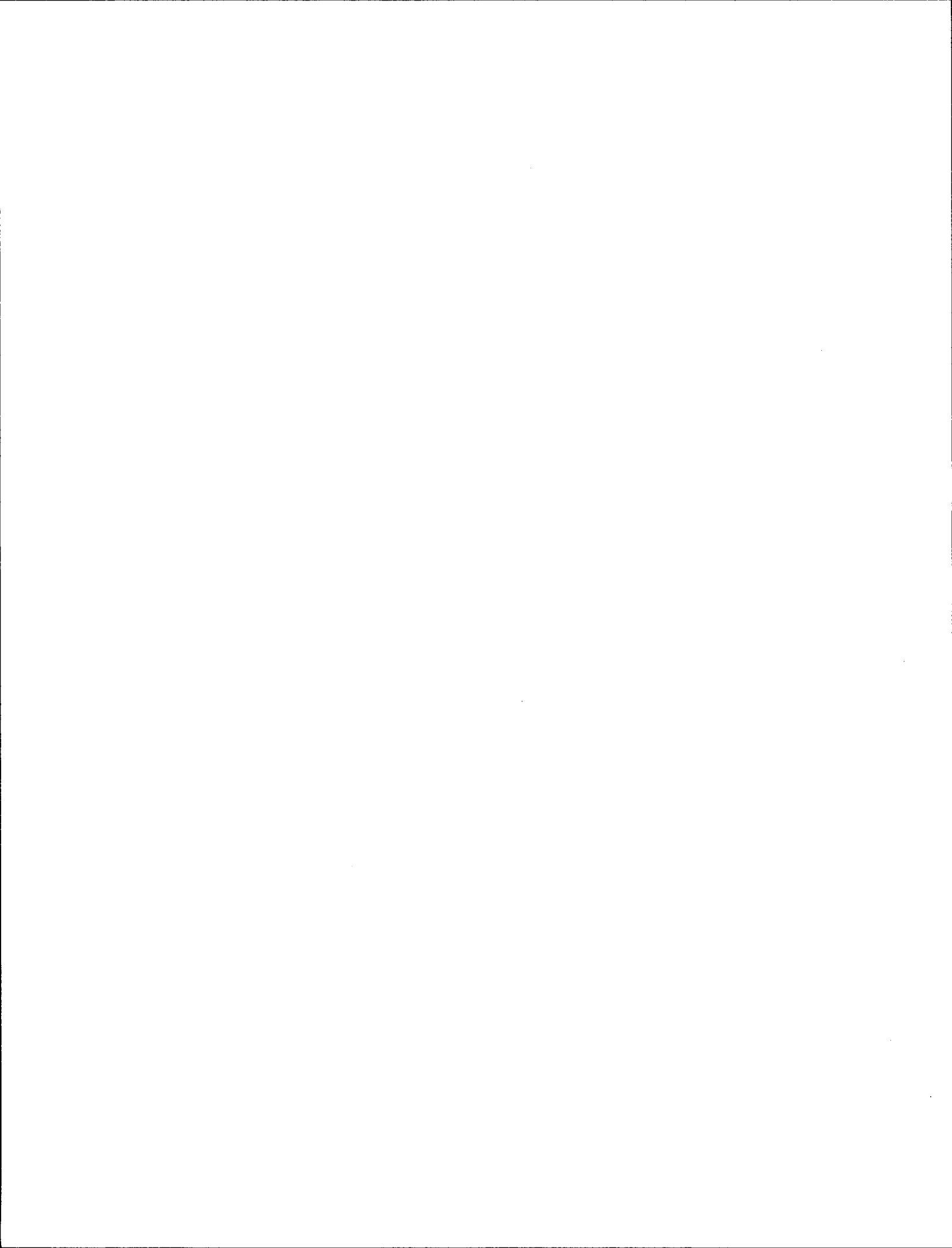


RULES AND REGULATIONS

FOR

FAIRWAY CLUB PROPERTY OWNERS ASSOCIATION

1. In order to insure resident owners' enjoyment of all Common Areas all persons using the Common Areas shall conduct themselves in a courteous manner with due regard for the rights of others to use and enjoy the Common Areas.
2. Common Areas are only for the use of residents and their guests.
3. Supplemental rules and regulations may be posted in specific areas as needed from time to time. All residents and their guests will be responsible for reading and abiding by them.
4. Any instructions, directions or requests received from a the individual in charge will be complied with by all persons using the Common Areas, or be subject to removal by demand.
5. No signs of any sort may be erected or posted upon the Common Areas nor may any advertising leaflets, papers, or other written matter be distributed within the Common Areas without the expressed written consent of the Association.
6. Complaints regarding management of the Common Areas or regarding actions of other owners shall be made in writing to the Association.
7. Any consent or approval given under these rules and regulations by the Association shall be revocable at any time.
8. The maintenance and care of the air conditioner condensing unit, if any, located on the Common Areas is the responsibility of the Owner of the Unit that such air conditioner condensing unit serves.
9. These rules and regulations may be modified, added to or repealed at any time by the Association.
10. Parking areas are solely for non-commercial automobiles with a current passenger vehicle registration.
11. No vehicle which cannot operate on its own power shall remain on the Common Areas for more than twenty-four (24) hours, and no repair of vehicles shall be made on the Common Areas.
12. No structure of a temporary character, nor trailer, tent, mobile home or recreational vehicle, shall be permitted on the Condominium Property at any time or used on the Common Areas at any time as a residence either temporarily or permanently. No gas tank, gas container or gas cylinder shall be permitted, except small containers for use in gas barbecues.
13. No trucks or commercial vehicles, campers, mobile homes, motorhomes, house trailers or trailers of every other description, recreational vehicles, boats or boat trailers or vans shall be permitted to be parked or to be stored at any place on the Common Areas. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery and other temporary commercial services, nor to any of the Developer's vehicles.



~~CONFIDENTIAL~~

LUCERNE LAKES MASTER DECLARATION OF
COVENANTS AND RESTRICTIONS

WHEREAS, there exists in Palm Beach County, Florida that certain planned urban development known as Lucerne Lakes, more particularly described in Exhibit "A" attached hereto, (hereinafter called "Lucerne Lakes");

WHEREAS, Landel/Lucerne, Inc., a Maryland Corporation, Florida Gardens Land and Development Corporation, a Florida Corporation, Lucerne Lakes Associates, Ltd., a Florida limited partnership, Lucerne Lakes Villas, Inc., a Florida corporation, Lucerne Enterprises, Inc., a Florida Corporation, Lucerne Lakes Homeowners' Association, Inc., a Florida Corporation, and Lucerne Lakes Master Homeowners' Association, Inc., a Florida Corporation, are the owners of Lucerne Lakes, in the respective interests held by them, and Lucerne Lakes Homeowners' Association, Inc., a Florida Corporation not for profit, is the holder of certain rights and interests in Phase I and II of Lucerne Lakes by virtue of that certain Declaration of Covenants, Conditions and Restrictions of Lucerne Lakes, dated September 7, 1977, and recorded in Official Record Book 2733, Page 715, Public Records, Palm Beach County, Florida (all of the above parties hereinafter to be called "Declarants");

WHEREAS, the Declarants are desirous of establishing an entity with the power and responsibility of caring for, maintaining, preserving and repairing Lucerne Lakes Boulevard, and related amenities, the master drainage and irrigation system, other common properties and facilities of Lucerne Lakes Master Homeowners' Association, Inc., and establishing the administrative procedures for accomplishing the same;

EXHIBIT "12" TO PROSPECTUS

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NOW THEREFORE, the Declarants hereby declare that certain covenants and restrictions are imposed upon Lucerne Lakes as follows:

ARTICLE I

DEFINITIONS-

1. "Developer" shall mean Landel/Lucerne, Inc., a Maryland Corporation, or its successors or assigns.
2. "Lucerne Lakes Boulevard" shall mean that certain road so labeled as shown on the plat(s) or replat(s), now recorded or hereafter to be recorded in the Public Records of Palm Beach County, Florida, relating to Lucerne Lakes.

ARTICLE II

MASTER HOMEOWNERS' ASSOCIATION

For the purposes of enforcing this Declaration of Covenants and Restrictions and fulfilling obligations created hereunder, a master property owners association has been created known as Lucerne Lakes Master Homeowners' Association, Inc., a Florida corporation not for profit (hereinafter to be called Master Association).

The Articles of Incorporation and By-Laws of the Master Association are attached hereto as Exhibits "B" and "C" respectively. All rights, powers, duties, and obligations vested in the Master Association pursuant to Exhibits "B" and "C" are hereby incorporated in this Declaration of Covenants and Restrictions by reference, in addition to rights, powers, duties and obligations created pursuant to this Declaration of Covenants and Restrictions. All such rights, powers, duties and obligations are hereby deemed to be cumulative.

The Master Association is empowered to adopt and enforce whatever administrative rules and regulations it deems necessary to carry out its purposes, powers, rights, obligations and powers.

ARTICLE III

SUB-ASSOCIATIONS

It is the intent of the Declarants to construct on Lucerne Lakes a planned urban development by phase development as shown on the Master Land Use Plan pertaining to Lucerne Lakes on file with the Planning, Building, & Zoning Department of Palm Beach County, Florida. It is further the intent to sell and convey certain phases of Lucerne Lakes to individual developers for the purposes of the development of the same.

Each individual developer shall be required to form a Sub-Association, whether the same be a homeowners or condominium association, for the purpose of caring for, maintaining, controlling, and preserving whatever common elements, properties, roads, recreation areas, or otherwise, that are or will be constructed within the respective phase.

Each Sub-Association must be a member of the Master Association on the terms and conditions set forth in Exhibits "B" and "C" attached and is subject to this Declaration of Covenants and Restrictions.

ARTICLE IV

GOLF COURSE OWNER

The owner of the golf course shown on the Master Land Use Plan of Lucerne Lakes must be a member of the Master Association on the terms and conditions as set forth in Exhibits "B" and "C" attached and is subject to this Declaration of Covenants and Restrictions.

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ARTICLE V

MAINTENANCE OF LUCERNE LAKES
BOULEVARD, DRAINAGE, AND ASSOCIATION PROPERTY

The Master Association is charged with the responsibility for the care, maintenance, preservation and repair of Lucerne Lakes Boulevard and the landscaping, drainage, irrigation and street lighting related thereto, the master drainage system pertaining to Lucerne Lakes and any and all other property, whether real or personal, belonging to or required by it. The costs of such care, maintenance, preservation and repair may be assessed to the members of the Master Association as hereinafter provided.

ARTICLE VI

ASSESSMENTS AND LIENS

The Board of Directors of the Master Association has the power to and shall fix and determine, from time to time, the sum or sums necessary and adequate for the general expenses of the Master Association.

General assessments are necessarily made upon projections and estimates of the Board of Directors and may be in excess or less than the sums required to meet the cash requirements of the Master Association, in which event the Board of Directors may increase or decrease the amount of such assessment and make such adjustments in cash or otherwise as they shall deem proper, including the assessment of each member for its pro-rata share of any deficits.

Assessments shall be made for the purpose of defraying the cost and expenses of the Master Association, including but not limited to the cost of the care, maintenance, preservation,

and repair of Lucerne Lakes Boulevard, and the landscaping, drainage and irrigation and street lighting related thereto; the cost of the care, maintenance, preservation and repair of the master drainage system pertaining to Lucerne Lakes, the cost of any insurance for the Master Association's properties or its members; the cost of purchase of any equipment or machinery necessary for carrying out the purposes and powers of the Master Association; any such other costs necessarily incurred in the maintenance of a corporate office and in the day to day operation of the Master Association as a corporate entity; and the maintenance of a reserve of funds deemed necessary by the Board of Directors to cover all necessary costs of the Master Association and to cover any emergencies which may arise.

Assessments shall be made against the members of the Master Association at the following rates:

(a) Golf course owner - the assessment shall be \$500.00 or 10% of total annual assessment, whichever is less.

(b) Sub-Associations - The assessment for each Sub-Association shall be made according to the following formula:

Assessment = $(a + b) \times (c - d)$ where,
a = Number of units located on lands under control of the Sub-Association,
b = Total number of units located within Lucerne Lakes
c = Total Annual Assessment, and
d = Golf Course Assessment.

Unit shall mean any single family residence, whether the same be an apartment unit, condominium unit, single family home or other type of residence, which has been fully constructed for which an original certificate of occupancy has been obtained.

The Board of Directors shall adopt a budget for each fiscal year that shall include the estimated funds required to defray anticipated expenses and to provide and maintain funds to cover current expenses and reserves, including a reasonable allowance for contingencies, betterments and operations, the

amount of which may be to provide working funds or to meet losses.

All sums collected by the Master Association from assessments may be co-mingled in a single fund or divided into more than one fund, as determined by the Board of Directors.

Assessments shall be made on an annual basis, payable in quarterly installments. When the Board of Directors has determined the amount of the budget and the assessment each member is required to pay, the Secretary shall submit a statement of the assessment to each member, setting forth the amount of the annual assessment and the amount of the installment due. Prior to each quarterly installment, the Board of Directors shall recalculate the quarterly assessment due from the member at the rate of assessments set forth in the By-laws and the Secretary shall make adjustments in the statement in accordance therewith.

Each statement shall state the date upon which the quarterly installment assessment is due, and thereafter said assessment shall bear the interest rate of 10% per annum, simple interest until paid.

The Master Association may use any legal or equitable remedy to collect assessments past due, including but not limited to charging a pro-rata share of any delinquent assessment from the individual members of any delinquent Sub-Association member as set forth below. A pro-rata assessment shall mean the amount of total assessment due and owing by the Sub-Association member divided by the number of members of such Sub-Association.

Each of the lots, or units within Lucerne Lakes belonging to any member of the Sub-Association member of the Master Homeowners' Association are automatically made subject to a lien

and permanent charge in favor of the Master Association for assessments. Any and all of the assessments together with interest thereon, if any, shall constitute a permanent charge upon and a continuing lien on the lot or unit to which such assessments relate and such permanent charge and lien shall bind such lot or unit in the hands of any and all persons.

In the event that any assessment shall not have been paid by the Sub-Association member within thirty (30) days of the due date, the Secretary of the Master Association may send a delinquency notice by certified mail to the delinquent member, and to the members of the defaulting Sub-Association member designating their pro-rata share of such assessment. In the event that any pro-rata share of such assessment shall not have been paid within thirty (30) days of the receipt of said delinquency notice, the Treasurer shall certify to the Board of Directors the name(s) and address(es), as well as the amount of the pro-rata assessment of the member(s). The Board of Directors shall then cause to be prepared, for execution by the President of the Master Association, a Notice of Lien to be filed with the Clerk of the Circuit Court of Palm Beach County, Florida. When necessary, on receipt of payment of a delinquent pro-rata assessment, a satisfaction of lien shall be executed by the President and recorded. In the event that any pro-rata share of any assessments continues to remain in default, the Master Association may pursue its remedies at law or in equity. All costs of collection including attorney fees and costs of the satisfaction shall be charged to any paid by the non paying member of any Sub-Association member and be included in the lien as any other assessable item.

The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment. In the event of foreclosure of said mortgage or mortgages such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a foreclosure of the mortgage. Such sale or transfer shall not relieve such property from liability for any assessment thereafter becoming due nor from the lien of any subsequent assessment.

Any and all assessment lien rights presently vested in Lucerne Lakes Homeowners Association, Inc. by virtue of that certain document entitled Lucerne Lakes Declaration of Covenants, Conditions and Restrictions dated September 7, 1977 and recorded in Official Record Book 2733, Page 715, Public Records, Palm Beach County, Florida, are hereby assigned and delegated to the Master Association in the event of default in payment of assessments by Lucerne Lakes Homeowners Association, Inc. as set forth above.

No change may be made in the percentage of assessments payable by members of the Master Association without unanimous consent of all voting members.

ARTICLE VII

DEDICATION OF LUCERNE LAKES BOULEVARD

The Board of Directors of the Master Association has the power and retains the right to dedicate Lucerne Lakes Boulevard to Palm Beach County, Florida, notwithstanding any term, condition, or covenant contained herein, in which event the obligation of maintenance of the same shall cease.

ARTICLE VIII

FIRST MEETING OF
THE MEMBERS OF THE MASTER ASSOCIATION

Until the Developer elects to terminate control of the Master Association or until the last Sub-Association which shall be a member of this Association shall come under the control of the members of said Sub-Association, and all the property within Lucerne Lakes has been platted, whichever first occurs, there shall be no annual or special meeting of the members of the Master Association, and, should a meeting be called, the proceedings shall have no effect unless approved by the Board of Directors of the Association. However, the Developer may waive this proviso, in whole or in part, by consenting in writing to a meeting of the membership for the purposes set forth therein.

Until the first meeting of the members of the Master Association, the Developer has the right to appoint all directors of the Master Association.

ARTICLE IX

PROPERTY SUBJECT TO DECLARATION

The property subject to this Declaration of Covenants and Restrictions is described in Exhibit "A" attached hereto.

ARTICLE X

DURATION

This Declaration of Covenants and Restrictions and any amendments thereto are hereby deemed to be a perpetual duration, running with the land, and binding upon all parties and persons claiming under them.

ARTICLE XI

ENFORCEABILITY AND SEVERABILITY

Each and all of the covenants and restrictions shall be enforceable by injunction or other form of action available to the parties aggrieved, or to the Declarants, or its successors or assigns. Invalidation of any part of this Declaration of Covenants and Restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

ARTICLE XII

INSTRUMENT OF CONVEYANCE

Subsequent to the recording of this Declaration of Covenants and Restrictions in the public records of Palm Beach County, Florida, each and every deed, (or other conveyance document) conveying the said lands or any part thereof, shall upon its face, expressly recite that said deed (or other conveyance document) and conveyance is subject to the herein contained restrictions and shall recite the Official Records Book and page numbers wherein this Declaration of Covenants and Restrictions are recorded in the Public Records of Palm Beach County, Florida. These restrictions shall be covenants running with the said land, be a part thereof, and be binding upon the land and the owners thereof and its/their successors, successors in title, designees, grantees and assigns.

ARTICLE XIII

LIABILITY

The Declarants, or the Master Association, or their assignees or nominees, shall not in any manner be held liable or

responsible, either directly or indirectly, for any violation of this Declaration of Covenants and Restrictions by a person or entity other than themselves.

ARTICLE XIV

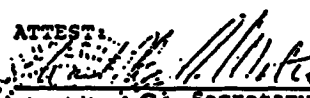
AMENDMENT

This Declaration of Covenants and Restrictions may be amended, modified, or altered by instruments in writing recorded in the Public Records, Palm Beach County, Florida, approved by (1) the majority of the Board of Directors of the Master Association prior to the first meeting of the members or by 2/3rds of the members and 2/3rds of (2) the Board of Directors of the Master Association after the first meeting of the members.

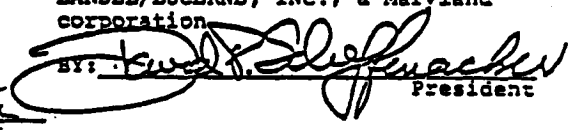
IN WITNESS WHEREOF, the Declarants have caused these presents to be executed in their names, and their corporate seals to be hereunto affixed by their proper officers thereunto duly authorized, this 22nd day of September 1978.

LANDEL/LUCERNE, INC., a Maryland corporation

ATTEST:



Secretary
(CORPORATE SEAL)

BY:

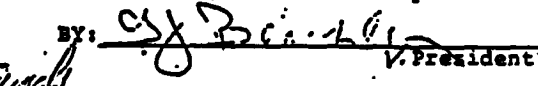

President

FLORIDA GARDENS LAND AND DEVELOPMENT CORPORATION, a Florida corporation

ATTEST:


Secretary
(CORPORATE SEAL)

BY:


President

LUCERNE LAKES ASSOCIATES, LTD.,
a Florida Limited Partnership

BY: Herbert K. Kave
General Partner

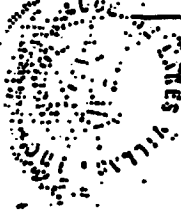
LUCERNE LAKES VILLAS, INC., a Florida
Corporation

BY: Herbert K. Kave
President

ATTEST:

Walter E. Kave
Secretary

(CORPORATE SEAL)



LUCERNE LAKES HOMEOWNERS' ASSOCIATION, IN
a Florida Corporation not for profit

BY: Herbert K. Kave
President

ATTEST:

Walter E. Kave
Secretary

(CORPORATE SEAL)

LUCERNE ENTERPRISES, INC., a Florida
Corporation

BY: Herbert K. Kave
President

ATTEST:

Walter E. Kave
Secretary

(CORPORATE SEAL)

LUCERNE LAKES MASTER HOMEOWNERS'
ASSOCIATION, INC., a Florida Corporation

BY: Herbert K. Kave
President

ATTEST:

Walter E. Kave
Secretary

(CORPORATE SEAL)

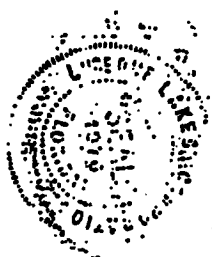
LUCERNE LAKES CORPORATION,
a Florida Corporation

ATTEST:

William H. Pire
Secretary

BY William H. Pire
President

(CORPORATE SEAL)

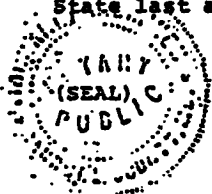


PALM OFF
BEACH REC 2935 PAGE 781

STATE OF Maryland
COUNTY OF Harford

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Edward P. Robinson and Shirley A. Robinson well known to me to be the President and Secretary respectively of LANDEL/LUCERNE, INC., a Maryland corporation, and that they severally acknowledged executing the same, freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 27th day of September, 1978.



William A. Suran
Notary Public
State of Maryland at Large
My Commission Expires: 7/1/80

STATE OF Florida
COUNTY OF Palm Beach

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared T. J. ... and H. S. ... well known to me to be the President and Secretary respectively of FLORIDA GARDENS LANE AND DEVELOPMENT CORPORATION, a Florida Corporation, and that they severally acknowledged executing the same, freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 1st day of October, 1978.

William A. Suran
Notary Public
State of Florida at Large
My Commission Expires: Jan 31 1982
BONDED THIS GENERAL AND UNDEWRITTEN

STATE OF Florida
COUNTY OF Palm Beach

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Herbert ... well known to me to be General Partners of LUCERNE LAKES ASSOCIATES, LTD., a Florida Limited Partnership, and that they severally acknowledged executing the same, freely and voluntarily under authority duly vested in them by said Limited Partnership.

WITNESS my hand and official seal in the County and State last aforesaid this 28 day of July, 1978.



Barbara H. ...
Notary Public
State of Florida at Large
My Commission Expires: 1-2-81

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared JOHN C. OWENS and ALAN J. WERKSMAN well known to me to be the President and Secretary respectively of LUCERNE LAKES VILLAS, INC., a Florida corporation, and that they severally acknowledged executing the same, freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 2nd day of August, 1978.

[Signature]
Notary Public
State of FLORIDA at Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JAN 9 1981
BONDED THRU GENERAL INS. UNDER 221745



STATE OF Florida
COUNTY OF Indian River

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Robert [unclear] and Neave [unclear] well known to me to be the President and Secretary respectively of LUCERNE LAKES HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit, and that they severally acknowledged executing the same, freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 29 day of July, 1978.

[Signature]
Notary Public
State of Florida at Large

My Commission Expires: Jan 9, 1981

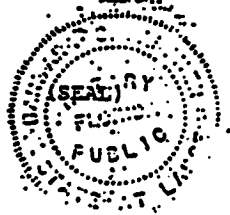


PALM BEACH REC 2935 PAGE 783

STATE OF Florida
COUNTY OF Palm Beach

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Richard and Herbert P. Phares well known to me to be the President and Secretary respectively of LUCERNE ENTERPRISES, INC., a Florida Corporation, and that they severally acknowledged executing the same, freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 28 day of July, 1978.

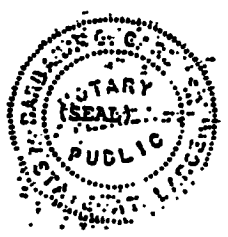


Richard H. Ladd
Notary Public
State of Florida at Large
My Commission Expires: Jan - 7, 1981

STATE OF Florida
COUNTY OF Palm Beach

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Herbert Phares and Daniel V. ... well known to me to be the President and Secretary respectively of LUCERNE LAKES MASTER HOMEOWNERS' ASSOCIATION, INC., a Florida Corporation not for profit, and that they severally acknowledged executing the same, freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 28 day of July, 1978.



Richard H. Ladd
Notary Public
State of Florida at Large
My Commission Expires: Jan 7, 1981

- PALM BEACH REC 2935 PAGE 784 -

STATE OF Fla.
COUNTY OF Dade

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Nathan J. [unclear] and [unclear] well known to me to be the [unclear] President and [unclear] Secretary respectively of LUCERNE LAKES CORPORATION, a Florida Corporation, and that they severally acknowledged executing the same, freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 2 day of Oct, 1978.



Barbara H. [unclear]
Notary Public
State of Fla. at Large

My Commission Expires: Jan 7, 1981

This Instrument prepared by:
Margaret L. Cooper
JAMES, FAINE & FOSTER, P.A.
P. O. Drawer E
West Palm Beach, Florida 33402
(305) 659-3000

PALM BEACH REC 2935 PAGE 785

FIG. 14. SECTION

EXHIBIT "A" - 1. LUCERNE LAKES - 3,339 Units

Total Flow 778,400 GPD

From the Northeast corner of Lot 1, Block 29, Palm Beach Farms Co., Plat No. 3, according to the plat the ref on file in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, in Plat Book 2, page 4; run thence Westerly on the North line of said Lot 1, a distance of 217.0 feet to the Point of Beginning of the parcel herein described; thence continue Westerly on the North line of Lots 1, 2, 3, 4 and 5, of said Block 29, a distance of 1700.0 feet to a point in said North line of Lot 5 which point is 85.0 feet East of the Northwest corner of said Lot 5; thence run Southerly, at right angles, a distance of 357.22 feet to the beginning (P.C.) of a curve, concave to the West and having a radius of 200.00 feet; thence run Southerly on the arc of said curve, through a central angle of $26^{\circ}02'01''$, a distance of 90.87 feet to a point; thence run Westerly on a line parallel to the North line of Lots 1 through 6 of said Block 29, a distance of 925.23 feet to a point; thence run Southerly, at right angles, on a line parallel to the center-line of Ohio Road as now laid out and in use, a distance of 203.0 feet to a point; thence run Westerly, at right angles, a distance of 3.0 feet to a point; thence run Southerly, at right angles, on a line parallel to said center-line of Ohio Road, a distance of 1171.0 feet to a point; thence run Easterly, at right angles, a distance of 100.0 feet to a point; thence run Southerly, at right angles, parallel to said center-line of Ohio Road, a distance of 294.0 feet to a point; thence run Easterly, at right angles, a distance of 150.0 feet to a point; thence run Southerly, at right angles, parallel to said center-line of Ohio Road, a distance of 30.0 feet to a point; thence run Easterly, at right angles, a distance of 200.0 feet to a point, which point is also the Northeast corner of property owned by St. Luke's United Methodist Church; thence run Southerly, at right angles, along the East line of said Church property and parallel to said center-line of Ohio Road, a distance of 418.0 feet to a point; thence run Westerly, at right angles, a distance of 430.0 feet to a point; thence run Southerly, at right angles, parallel to said center-line of Ohio Road, a distance of 1400.0 feet to a point; thence run Easterly, at right angles, a distance of 100.0 feet to a point; thence run Southerly, at right angles, parallel to said center-line of Ohio Road, a distance of 290.0 feet to a point; thence run Westerly, at right angles, a distance of 100.0 feet to a point; thence run Southerly, at right angles, parallel to said center-line of Ohio Road, a distance of 380.0 feet to a point; thence run Easterly, at right angles, a distance of 100.0 feet to a point; thence run Southerly, at right angles, parallel to said center-line of Ohio Road, a distance of 100.0 feet to a point, which point is 233.0 feet East and 220.0 feet North of the Southwest corner of Lot 121, of said Block 29; thence run Easterly, at right angles, on a line parallel to and 230.0 feet Northerly from the South line of Lots 121 through 128, of said Block 29, a distance of 800.0 feet to a point; thence run Southerly, at right angles, a distance of 220.0 feet to a point in the Southerly line of Lot 124 of said Block 29, which point is 35.0 feet East of the Southwest corner of said Lot 124; thence run Easterly, at right angles, on said South line of Lots 121 through 128, a distance of 200.0 feet to a point being 125.0 feet West of the Southeast corner of Lot 123, of said Block 29; thence run Northerly, at right angles, a distance of 170.0 feet to a point; thence run Easterly, at right angles, parallel to said South line of Lots 121 through 128, a distance of 400.0 feet to a point; thence run Southerly, at right angles, a distance of 170.0 feet to a point in the South line of Lot 120, of said Block 29, which point is 55.0 feet East of the Southeast corner of said Lot 120; thence run Easterly, at right angles, on said South line of Lot 121 through 128, a distance of 110.0 feet to the Southeast corner of Lot 120, of Block 29; thence run Northerly, at right angles, along the East line of Lots 120, 119, 118, 117, 116, 115, 114, 113 and 1, of said Block 29, a distance of 8215.0 feet to a point on the East line of said Lot 1, which point is 157.0 feet South of the Northeast corner of said Lot 1; thence run Westerly, at right angles, a distance of 215.0 feet; thence run Northerly, at right angles, a distance of 110.0 feet to the point of beginning.

FIRST AMENDMENT TO LUCERNE LAKES MASTER
DECLARATION OF COVENANTS AND RESTRICTIONS

WHEREAS, LUCERNE LAKES MASTER DECLARATION OF COVENANTS AND RESTRICTIONS filed for record in Official Record Book 2935, Page 769 et seq on October 3, 1978, provides that the majority of the Board of Directors of the Master Association prior to the first meeting of the members may amend the Declaration of Covenants and Restrictions by filing instruments in writing recorded in the Public Records, Palm Beach County, Florida; and

WHEREAS, the Articles of Incorporation of Lucerne Lakes Master Homeowners' Association, Inc., a copy of which was attached to the Lucerne Lakes Master Declaration of Covenants and Restrictions as Exhibit "B" and incorporated by reference therein; and

WHEREAS, the Articles of Incorporation of Lucerne Lakes Master Homeowners' Association, Inc. have been amended as reflected in the Restatement of the Articles of Incorporation of Lucerne Lakes Master Homeowners' Association, Inc., filed with the Secretary of State, State of Florida, on December 15, 1978; and

WHEREAS, there has been a meeting of the Lucerne Lakes Master Homeowners' Association, Inc.'s Board of Directors for the purpose of amending the Lucerne Lakes Master Declaration of Covenants and Restrictions and said amendment was passed by unanimous vote of the Board of Directors;

NOW THEREFORE, the Lucerne Lakes Master Declaration of Covenants and Restrictions is hereby amended so that Exhibit "B" thereto, the Amendment to and Restatement of the Articles of Incorporation of Lucerne Lakes Master Homeowners' Association, Inc., is stricken in its entirety and the Restatement of the Articles of Incorporation of Lucerne Lakes Master Homeowners' Association, Inc. attached hereto shall replace Exhibit "B" and be substituted

7-074799

10-13-78


Lucerne Lakes

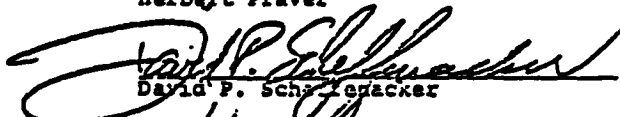
37.60


in its place and incorporated by reference into the Lucerne Lakes Master Declaration of Covenants and Restrictions under Article II thereof.

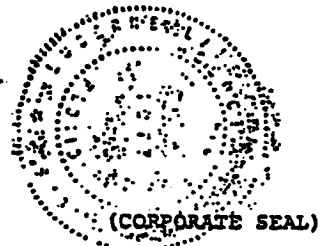
IN WITNESS WHEREOF, the Board of Directors of LUCERNE LAKES MASTER HOMEOWNERS' ASSOCIATION, INC. has caused this First Amendment to Lucerne Lakes Master Declaration of Covenants and Restrictions to be executed and to have the corporate seal affixed hereto, this 24th day of April, 1979.

BOARD OF DIRECTORS OF LUCERNE LAKES MASTER HOMEOWNERS' ASSOCIATION, INC.


Herbert Praver


David P. Schaefer

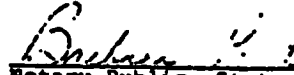

Donald Simpson



STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared HERBERT PRAVER, well known to me to be a member of the Board of Directors of Lucerne Lakes Master Homeowners' Association, Inc., and that he acknowledged executing the same, freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 24 day of April, 1979.


Notary Public, State of Florida at Large

My Commission Expires: June 7, 1981

OFF REC 3052 PG 1369

SECOND AMENDMENT TO AND
RESTATEMENT OF LUCERNE LAKES
MASTER DECLARATION OF COVENANTS AND RESTRICTIONS

This instrument was prepared
by _____
NAME

ADDRESS

023471

11 (11) 12 PM 3:57

WHEREAS, Lucerne Lakes Master Declaration of Covenants and Restrictions, filed for record in Official Record Book 2935, Page 769 et seq. on October 3, 1978, provides that the majority of the Board of Directors of Lucerne Lakes Master Home Owners Association, prior to the first meeting of the members, may amend the Declaration of Covenants and Restrictions by filing instruments in writing recorded in Public Records, Palm Beach County, Florida; and

WHEREAS, there has been a joint meeting of the Lucerne Lakes Master Home Owners Associations Board of Directors and voting members for the purpose of amending the Lucerne Lakes Master Declaration of Covenants and Restrictions, and said amendment was passed by the unanimous vote of the Board of Directors and voting members; and

WHEREAS, there have been meetings of such sub-association member of Lucerne Lakes Master Home Owners Association for the purpose of approving this amendment to the Lucerne Lakes Master Declaration of Covenants and Restrictions and said approval was passed by each sub-association.

58.60

NOW, THEREFORE, the Lucerne Lakes Master Declaration of Covenants and Restrictions as amended by First Amendment recorded in Official Record Book 3052, Page 1368, Public Records of Palm Beach County, Florida, is hereby amended and restated as follows:

ARTICLE I
DEFINITIONS

B3673 P.1650

1. "Developer" shall mean D.C.A. of Lake Worth, Inc., a Florida corporation, (the successor and assign of Landel/Lucerne, Inc.), or its successors or assigns.
2. "Lucerne Lakes Boulevard" shall mean that certain road so labeled as shown on the plat(s) or replat(s), now recorded or hereafter to be recorded in the Public Records of Palm Beach County, Florida, relating to Lucerne Lakes.

3. "Columbia Drive" shall mean that road so labeled as shown on the plat(s) or replat(s), now recorded or hereafter to be recorded in the Public Records, Palm Beach County, Florida, relating to Lucerne Lakes.

ARTICLE II

MASTER HOMEOWNERS' ASSOCIATION

For the purposes of enforcing this Declaration of Covenants and Restrictions and fulfilling obligations created hereunder, a master property owners association has been created known as Lucerne Lakes Master Homeowners' Association, Inc., a Florida corporation not for profit (hereinafter to be called Master Association).

All rights, powers, duties, and obligations vested in the Master Association pursuant to the Articles of Incorporation and By-Laws of the Master Association are hereby incorporated in this Declaration of Covenants and Restrictions. All such rights, powers, duties and obligations are hereby deemed to be cumulative. Any amendments to such Articles and By-Laws shall automatically be deemed amendments to this Declaration, without recordation of the same in the public records. In case of conflict between the Declaration and the Articles or By-Laws, the Declaration shall prevail.

The Master Association is empowered to adopt and enforce whatever administrative rules and regulations it deems necessary to carry out its purposes, powers, rights, obligations and powers.

ARTICLE III

SUB-ASSOCIATIONS

It is the intent of the Declarants to construct on Lucerne Lakes a planned urban development by phase development as shown on the Master Land Use Plan pertaining to Lucerne Lakes on file with the Planning, Building, & Zoning Department of Palm Beach County, Florida. It is further the intent to sell and convey certain phases of Lucerne Lakes to individual developers for the purposes of the development of the same.

Each individual developer shall be required to form a Sub-Association, whether the same be a homeowners or condominium association, for the purpose of caring for, maintaining,

B3673 P.1659

controlling, and preserving whatever common elements, properties, roads, recreation areas, or otherwise, that are or will be constructed within the respective phase.

Each Sub-Association must be a member of the Master Association and is subject to this Declaration of Covenants and Restrictions.

ARTICLE IV

GOLF COURSE OWNER

The owner of the golf course shown on the Master Land Use Plan of Lucerne Lakes must be a member of the Master Association and is subject to this Declaration of Covenants and Restrictions.

ARTICLE V

MAINTENANCE OF LUCERNE LAKES BOULEVARD AND COLUMBIA DRIVE, DRAINAGE, AND ASSOCIATION PROPERTY

The Master Association is charged with the responsibility for the care, maintenance, preservation and repair of Lucerne Lakes Boulevard and Columbia Drive and the landscaping, drainage, irrigation and street lighting related thereto, the master drainage system pertaining to Lucerne Lakes and any and all other property, whether real or personal, belonging to or required by it. The costs of such care, maintenance, preservation and repair may be assessed to the members of the Master Association as hereinafter provided.

ARTICLE VI

ASSESSMENTS AND LIENS

The Board of Directors of the Master Association has the power to and shall fix and determine, from time to time, the sum or sums necessary and adequate for the general expenses of the Master Association.

General assessments are necessarily made upon projections and estimates of the Board of Directors and may be in excess or less than the sums required to meet the cash requirements and reserve of the Master Association, in which event the Board of Directors may increase or decrease the amount of such assessment and make such adjustments in cash or otherwise as they shall deem proper, including the assessment of each member for its pro-rata share of any deficits and the normal and necessary operating expenses.

B3673 P1660

Assessments shall be made for the purpose of defraying the cost and expenses of the Master Association, including but not limited to the cost of the care, maintenance, preservation, and repair of Lucerne Lakes Boulevard and Columbia Drive, and the landscaping, drainage and irrigation and street lighting related thereto; the cost of the care, maintenance, preservation and repair of the master drainage system pertaining to Lucerne Lakes, the cost of any insurance for the Master Association's properties or its members; the cost of purchase of any equipment or machinery necessary for carrying out the purposes and powers of the Master Association; any such other costs necessarily incurred in the maintenance of a corporate office and in the day to day operation of the Master Association as a corporate entity, including but not limited to expenses necessary to meet taxes, hire attorneys, accountants, other professionals and personnel; and the maintenance of a reserve of funds deemed necessary by the Board of Directors to cover all necessary costs of the Master Association and to cover any emergencies which may arise.

Assessments shall be made against the members of the Master Association in the following manner.

(a) Golf course owner - the assessment shall be \$500.00 or 10% of the total annual assessment, whichever is less. The golf course owners assessment shall be applied to the assessment for Lucerne Lakes Boulevard "North" and Columbia Drive.

(b) Sub-Associations - the assessment for each sub-association shall be made upon a proportionate share of six separate categories of expenses. The proportion shall be based upon the number of units (as defined herein) located within any one sub-association at the time the assessment is made in relation to the total number of units located within the entire development of Lucerne Lakes, or the number of units in Lucerne Lakes either north or south of the L-13 canal. For example, if "a" equals the number of units located within one sub-association, at the time the assessment is made, and "b" equals the total number of units in Lucerne Lakes, at the time the assessment is made, then the proportion share would be $\frac{a}{b}$

B3673 R1664

multiplied by the assessment.

The six categories of expenses are as follows:

1. Lucerne Lakes Blvd. "North" - Assessment for costs of maintaining, preserving and repairing Lucerne Lakes Boulevard north of the L-13 Canal and Columbia Drive, the related landscaping, drainage, irrigation and street lighting expenses less the golf course owners assessment.

2. Lucerne Lakes Blvd. "South" - Assessment for costs of maintaining, preserving and repairing Lucerne Lakes Boulevard south of the L-13 Canal, the related landscaping, drainage, irrigation and street lighting expenses less the golf course owners assessment.

3. "North" drainage - Assessment for the costs of maintaining, preserving and repairing the master drainage system to the north of the L-13 canal.

4. "South" drainage - Assessment for the costs of maintaining, preserving and repairing the master drainage system to the south of the L-13 canal.

5. Administrative Expense - Cost of all other expenses, specifically excluding maintenance and capital improvements.

6. Capital Improvements.

These expenses shall be assessed against the sub-associations as follows:

1. Administrative Expenses - The cost of all administrative expenses shall be divided among all sub-associations in proportionate shares based upon the total number of units located within the entire development of Lucerne Lakes. For example, if "a" equals the number of units located within a single sub-association, and "b" equals the number of units within the entire development of Lucerne Lakes, and "c" equals the total cost for all administrative expenses, then that sub-association's assessment would be $\frac{a \times c}{b}$.

2. "North" drainage - The costs of the north drainage expenses shall be divided proportionately among the sub-associations

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to the north of the L-13 canal based upon the total number of units located in the Lucerne Lakes development north of the L-13 canal. For example, if "a" equals the number of units in a single sub-association north of the L-13 canal and "b" equals the number of units located in the Lucerne Lakes development north of the L-13 canal, and "c" equals the cost of the "North" drainage expenses, then that sub-association's assessment would be $\frac{a}{b} \times c$. The sub-associations south of the L-13 canal shall not be assessed for "North" drainage expenses.

3. "South" drainage - The costs of the south drainage expenses shall be divided proportionately among the sub-associations to the south of the L-13 canal based upon the total number of units located in the Lucerne Lakes development south of the L-13 canal. For example, if "a" equals the number of units in a single sub-association south of the L-13 canal and "b" equals the number of units located in the Lucerne Lakes development south of the L-13 canal, and "c" equals the cost of the "South" drainage expenses, then that sub-association's assessment would be $\frac{a}{b} \times c$. The sub-associations north of the L-13 canal shall not be assessed for "South" drainage expenses.

4. Lucerne Lakes Boulevard "North" - The cost of Lucerne Lakes Boulevard "North" expenses, less the golf course share, shall be divided among all sub-associations proportionately based upon the total number of units located within the entire development of Lucerne Lakes. For example, if "a" equals the number of units located within a single sub-association, and "b" equals the number of units within the entire development of Lucerne Lakes, and "c" equals the total cost for Lucerne Lakes Boulevard "North" expenses, then that sub-association's assessment would be $\frac{a}{b} \times c$.

5. Lucerne Lakes Boulevard "South" - The cost of the Lucerne Lakes Boulevard "South" expenses shall be divided proportionately among the subassociations to the south of the L-13 canal based upon the total number of units located

13673 P1663

in the Lucerne Lakes development south of the L-13 canal. For example, if "a" equals the number of units in a single sub-association south of the L-13 canal, and "b" equals the number of units located in the Lucerne Lakes development south of the L-13 canal, and "c" equals the cost of the Lucerne Lakes Boulevard "South" expenses, then that sub-association's assessment would be $\frac{a}{b} \times c$. The sub-associations north of the L-13 canal shall not be assessed for cost of Lucerne Lakes Boulevard "South".

6. Capital Improvements - assessments for capital improvements may only be made by an affirmative vote of two-thirds of all voting members and shall be prorated as agreed upon by the same two-thirds of all voting members. "Maintenance, preservation and repair" as defined herein does not include the costs of the initial installation of roads, landscaping, drainage, irrigation, or maintaining construction sites, these being in the nature of capital improvements. Any costs for capital improvements undertaken and installed by a developer shall be paid for by the developer. Voting by members with regard to capital improvements shall have no effect until the developer terminates control of the Master Association as provided herein.

Unit shall mean any single family residence, whether the same be an apartment unit, condominium unit, single family home or other type of residence, which has been fully constructed and for which a final certificate of occupancy has been obtained from the appropriate governmental agency.

The Board of Directors shall adopt a budget for each fiscal year that shall include the estimated funds required to defray anticipated expenses and to provide and maintain funds to cover current expenses and reserves, including a reasonable allowance for contingencies, betterments and operations, the amount of which may be to provide working funds or to meet losses.

All sums collected by the Master Association from assessments may be commingled in a single fund or divided into more than one fund, as determined by the Board of Directors.

B3673 P.1664

The amount of the total annual assessment shall be determined on an annual basis, which shall be payable in semi-annual installments. When the Board of Directors has determined the amount of the budget and the assessment each member is required to pay, the Secretary shall submit a statement of the assessment to each member, setting forth the amount of the annual assessment and the amount of the installment due. If the number of units has changed since the previous installment, the Board of Directors shall recalculate the semi-annual assessment due from the member in accordance with the foregoing formulas and the Secretary shall make adjustments in the statement in accordance therewith.

The installment shall be calculated in accordance with the number of units for which a certificate of occupancy has been issued as of the date of the calculation (which shall be no longer than sixty days prior to the due date of the installment).

Nothing contained in this amendment shall alleviate the sub-associations' previous obligations to pay assessments. Any amounts due and owing at the time of this amendment shall be paid in full by the sub-associations.

Each statement shall state the date upon which the semi-annual installment assessment is due, and thereafter said assessment shall bear the interest rate of 10% per annum, simple interest until paid.

The Master Association may use any legal or equitable remedy to collect assessments past due, including but not limited to charging a pro-rata share of any delinquent assessment from the individual members of any delinquent sub-association member as set forth below. A pro-rata assessment shall mean the amount of total assessment due and owing by the sub-association member divided by the number of members of such sub-association.

Each of the lots, or units within Lucerne Lakes belonging to any member of the sub-association member of the Master Homeowners' Association are automatically made subject to a lien and permanent charge in favor of the Master Association

B3673 P.1665

therein, if any, shall constitute a permanent charge upon and a continuing lien on the lot or unit to which such assessments relate and such permanent charge and lien shall bind such lot or unit in the hands of any and all persons.

In the event that any assessment shall not have been paid by the sub-association member within thirty (30) days of the due date, the Secretary of the Master Association may send a delinquency notice by certified mail to the delinquent member, and to the members of the defaulting sub-association member designating their pro-rata share of such assessment. In the event that any pro-rata share of such assessment shall not have been paid within thirty (30) days of the receipt of said delinquency notice, the Treasurer shall certify to the Board of Directors the name(s) and address(es) as well as the amount of the pro-rata assessment of the member(s). The Board of Directors shall then cause to be prepared, for execution by the President of the Master Association, a Notice of Lien to be filed with the Clerk of the Circuit Court of Palm Beach County, Florida. When necessary, on receipt of payment of a delinquent pro-rata assessment, a satisfaction of lien shall be executed by the President and recorded. In the event that any pro-rata share of any assessments continues to remain in default, the Master Association may pursue its remedies at law or in equity. All costs of collection including attorney fees and costs of the satisfaction shall be charged to and paid by the non paying member of any sub-association member and be included in the lien as any other assessable item.

The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment. In the event of foreclosure of said mortgage or mortgages such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a foreclosure of the mortgage. Such sale or transfer shall not relieve such property from liability for any assessment thereafter becoming due nor from the lien of any subsequent assessment.

B3673 P.1666

Any and all assessment lien rights presently vested in Lucerne Lakes Home Owners Association, Inc. by virtue of that certain document entitled Lucerne Lakes Declaration of Covenants, Conditions and Restrictions dated September 7, 1977 and recorded in Official Record Book 2733, Page 715, Public Records, Palm Beach County, Florida, are hereby assigned and delegated to the Master Association in the event of default in payment of assessments by Lucerne Lakes Home Owners Association, Inc. as set forth above.

No change may be made in the percentage of assessments payable by members of the Master Association without unanimous consent of all voting members.

ARTICLE VII

DEDICATION OF LUCERNE LAKES BOULEVARD

The Board of Directors of the Master Association has the power and retains the right to dedicate Lucerne Lakes Boulevard and Columbia Drive to Palm Beach County, Florida, notwithstanding any term, condition, or covenant contained herein, in which event the obligation of maintenance of the same shall cease.

ARTICLE VIII

FIRST MEETING OF THE MEMBERS OF THE MASTER ASSOCIATION

Until the Developer elects to terminate control of the Master Association or until the last sub-association which shall be a member of this Association shall come under the control of the members of said sub-association, and all the property within Lucerne Lakes has been platted, whichever first occurs, there shall be no annual or special meeting of the members of the Master Association, and, should a meeting be called, the proceedings shall have no effect unless approved by the Board of Directors of the Association. However, the Developer may waive this proviso, in whole or in part, by consenting in writing to a meeting of the membership for the purposes set forth therein.

Until the first meeting of the members of the Master Association, the Developer has the right to appoint all directors of the Master Association.

B3673 P.1667

ARTICLE IX

PROPERTY SUBJECT TO DECLARATION

The property subject to this Declaration of Covenants and Restrictions is described in Exhibit "A" attached to the original Declaration of Restrictions filed for record in Official Record Book 2935, Page 769 et seq., Palm Beach County, Florida.

ARTICLE X

DURATION

This Declaration of Covenants and Restrictions and any amendments thereto are hereby deemed to be a perpetual duration, running with the land, and binding upon all parties and persons claiming under them.

ARTICLE XI

ENFORCEABILITY AND SEVERABILITY

Each and all of the covenants and restrictions shall be enforceable by injunction or other form of action available to the parties aggrieved, or to the Declarants, or its successors or assigns. Invalidation of any part of this Declaration of Covenants and Restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

ARTICLE XII

INSTRUMENT OF CONVEYANCE

Subsequent to the recording of this Declaration of Covenants and Restrictions in the Public Records of Palm Beach County, Florida, each and every deed, (or other conveyance document) conveying the said lands or any part thereof, shall upon its face, expressly recite that said deed (or other conveyance document) and conveyance is subject to the herein contained restrictions and shall recite the Official Records Book and page numbers wherein this Declaration of Covenants and Restrictions is recorded in the Public Records of Palm Beach County, Florida. These restrictions shall be covenants running with the said land, be a part thereof, and be binding upon the land and the owners thereof and its/their successors, successors in title, designees, grantees and assigns.

B3673 P.1668

ARTICLE XIII

LIABILITY

The Declarants, or the Master Association, or their assignees or nominees, shall not in any manner be held liable or responsible, either directly or indirectly, for any violation of this Declaration of Covenants and Restrictions by a person or entity other than themselves.

ARTICLE XIV

AMENDMENT

This Declaration of Covenants and Restrictions may be amended, or altered by instruments in writing recorded in the Public Records, Palm Beach County, Florida, approved by (1) the majority of the Board of Directors of the Master Association prior to the first meeting of the members or by two-thirds (2/3) of the members or two-thirds (2/3) of the Board of Directors of the Master Association after the first meeting of the members.

ARTICLE XV

SIGNAGE

The Developer shall have the right to erect signs along the sides of Lucerne Lakes Boulevard among the grassy or landscaped areas and in other common areas belonging to the Master Association and shall be responsible for the maintenance of any such signs.

IN WITNESS WHEREOF, these parties have caused these presents to be executed in their names, and their corporate seals to be hereunto affixed by their proper officers thereunto duly authorized, this 20 day of August, 1981.

LUCERNE LAKES MASTER HOMEOWNERS
ASSOCIATION, INC., A FLORIDA
non-profit corporation

By [Signature]
President

ATTEST:

[Signature]
Secretary

B3673 P.1669

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day before me an officer duly authorized to take acknowledgments in the State and County aforesaid personally appeared Carl Palmisano and Narr Wainkel, as President and Secretary respectively of LUCERNE LAKES MASTER HOME OWNERS ASSOCIATION, INC., a Florida non-profit corporation, and they acknowledged before me that they executed the foregoing instrument on behalf of said corporation.

WITNESS my hand and seal this 20th day of August, 1977.



Carl Palmisano
Notary Public
My commission expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 14 1984
BONDED thru General Ins. Underwrite

LUCERNE LAKES HOME OWNERS ASSOCIATION
INC., a Florida non-profit corporation

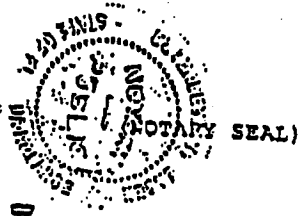
By: Sidney N. Klein
President

ATTEST:
Bennett H. Lee
Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day before me an officer duly authorized to take acknowledgments in the State and County aforesaid personally appeared Sidney N. Klein and Bennett H. Lee, as President and Secretary respectively of LUCERNE LAKES HOME OWNERS ASSOCIATION, INC., a Florida non-profit corporation, and they acknowledged before me that they executed the foregoing instrument on behalf of said corporation.

WITNESS my hand and seal this 4 day of June, 1981.



Elizabeth J. Eyer
Notary Public
My commission expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT. 4 1982
BONDED thru General Ins. Underwrite

LUCERNE LAKES NORTH HOMEOWNERS
ASSOCIATION, INC., a Florida non-profit corporation

By: Richard McQuinn
President

ATTEST:
Carl Palmisano
Secretary

01670 P 1670
07932 E



STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day before me an officer duly authorized to take acknowledgments in the State and County aforesaid personally appeared BERNARD MILLER and CAROL JONES, as President and Secretary respectively of LUCERNE LAKES NORTH HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation, and they acknowledged before me that they executed the foregoing instrument on behalf of said corporation.

WITNESS my hand and seal this 3RD day of June, 1951.



William L. Lutz
Notary Public

My commission expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES APR 10 1954
BONDER JOHN GENERAL INS. UNDERWRITERS

~~WITNESS AS LUCERNE LAKES HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation.~~

By _____
President

Witness:

Secretary

~~STATE OF FLORIDA
COUNTY OF PALM BEACH~~

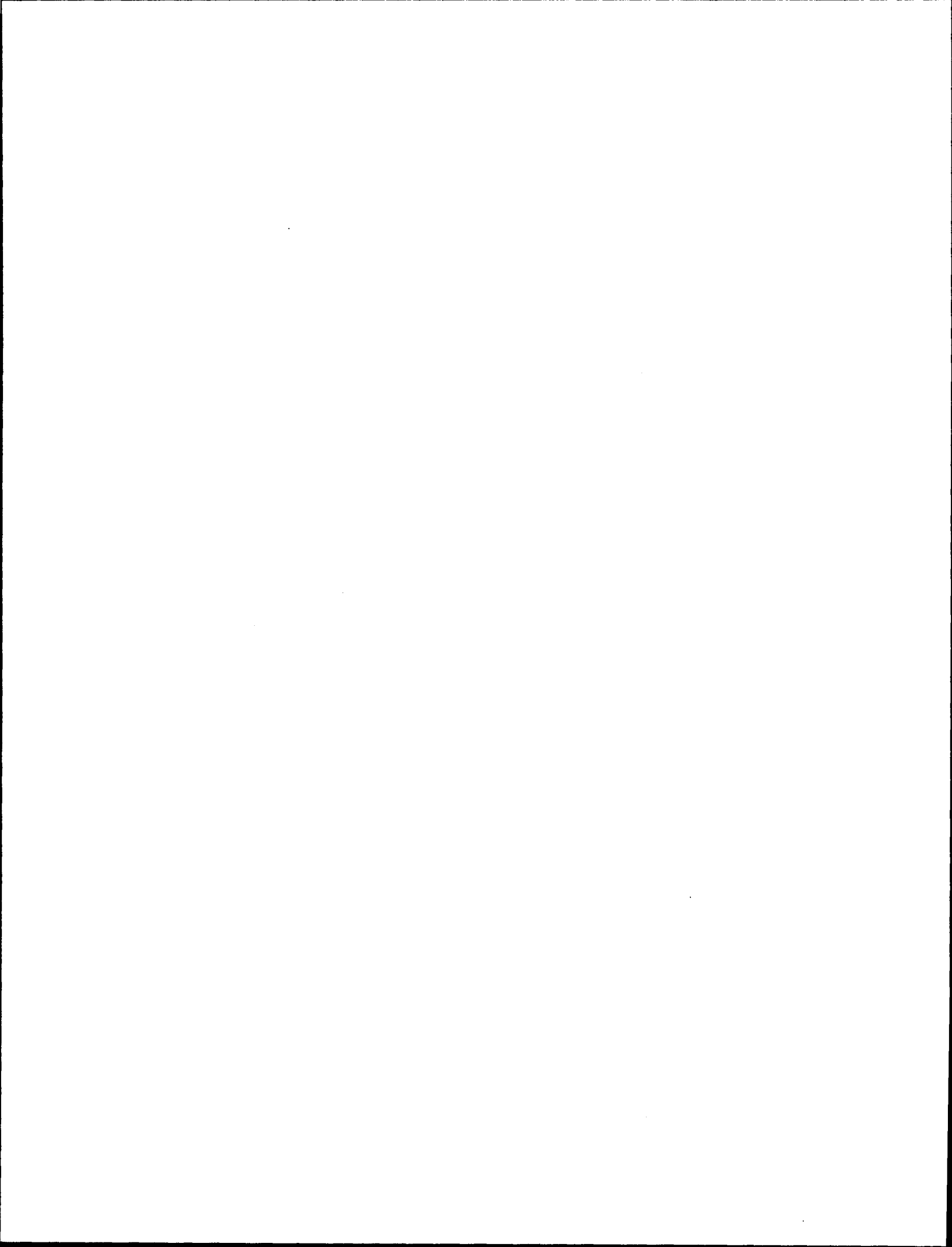
~~I HEREBY CERTIFY that on this day before me an officer duly authorized to take acknowledgments in the State and County aforesaid personally appeared _____ and _____, as President and Secretary respectively of _____ non-profit corporation, and they acknowledged before me that they executed the foregoing instrument on behalf of said corporation.~~

~~WITNESS my hand and seal this _____ day of _____, 19__.~~

Notary Public
My commission expires:

(NOTARY SEAL)

B3673_P1671



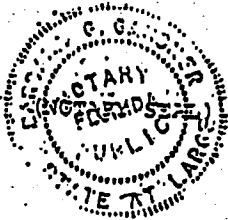
LUCERNE LAKES ASSOCIATES, LTD.,
a Florida limited partnership

By Herbert Praver
General Partner

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day before me an officer
duly authorized to take acknowledgments in the State and County
aforesaid personally appeared Herbert Praver, as
General Partner of LUCERNE LAKES ASSOCIATES, LTD., a Florida
limited partnership, and they acknowledged before me that
they executed the foregoing instrument on behalf of said limited
partnership.

1981. WITNESS my hand and seal this 18 day of June



Debra B. Hudson
Notary Public
My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JAN. 7 1983
BONDED THROUGH GENERAL INS. UNDERWRITERS

VILLAS AT LUCERNE LAKES HOMEOWNERS
ASSOCIATION, INC., a Florida non-profit
corporation

By George T. Tinkler
President

ATTEST:

Symon Taylor
Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day before me an officer
duly authorized to take acknowledgments in the State and County
aforesaid personally appeared George N. Meltzer and
Symon Taylor as President and Secretary respectively
of VILLAS AT LUCERNE LAKES HOMEOWNERS ASSOCIATION, INC., a Fla. non-profit corp. & t
acknowledged before me that they executed the foregoing
instrument
on behalf of said corporation.

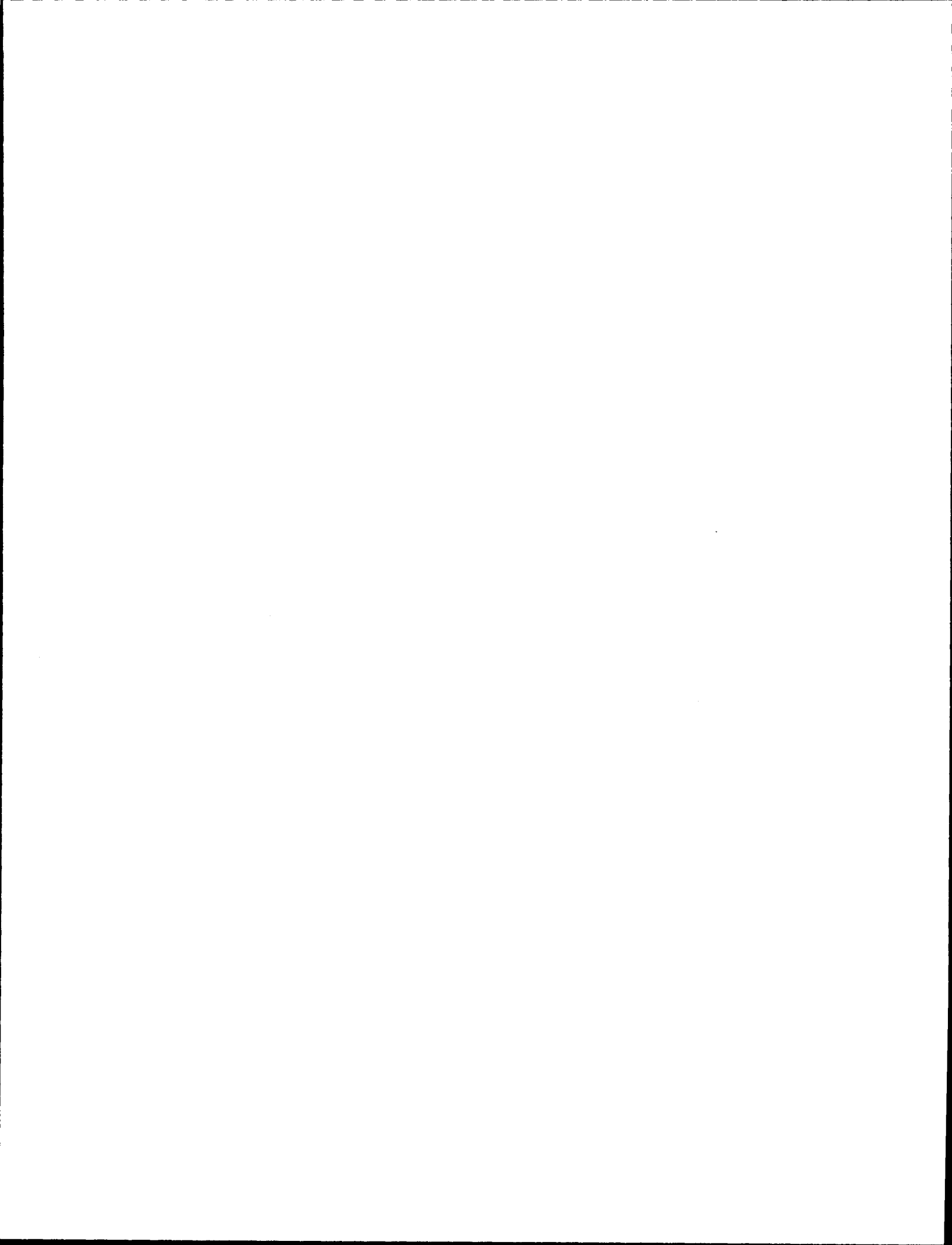
1981. WITNESS my hand and seal this 22 day of June



W. Lee L. Hunt
Notary Public
My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES APR 10 1984
BONDED THROUGH GENERAL INS. UNDERWRITERS

22913 P.1672



LUCERNE ENTERPRISES, INC., a Florida corporation

By Herbert Praver
HERBERT PRAVER President

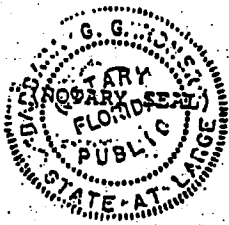
ATTEST:

Herbert Praver
HERBERT PRAVER Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day before me an officer duly authorized to take acknowledgments in the State and County aforesaid personally appeared Herbert Praver as President and Secretary respectively of LUCERNE ENTERPRISES, INC., a Florida corporation, and he acknowledged before me that he executed the foregoing instrument on behalf of said corporation.

19 81 WITNESS my hand and seal this 18 day of June



Barbara H. Hudson
Notary Public

My commission expires: at large
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JAN. 7 1984
BONDED INTO GENERAL FID. UNDERWRITERS.

LUCERNE LAKES CORPORATION, INC., a Florida corporation

By Herbert Praver
HERBERT PRAVER President

ATTEST:

Herbert Praver
HERBERT PRAVER Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day before me an officer duly authorized to take acknowledgments in the State and County aforesaid personally appeared Herbert Praver as President and Secretary respectively of LUCERNE LAKES CORPORATION, INC., a Florida corporation, and he acknowledged before me that he executed the foregoing instrument on behalf of said corporation.

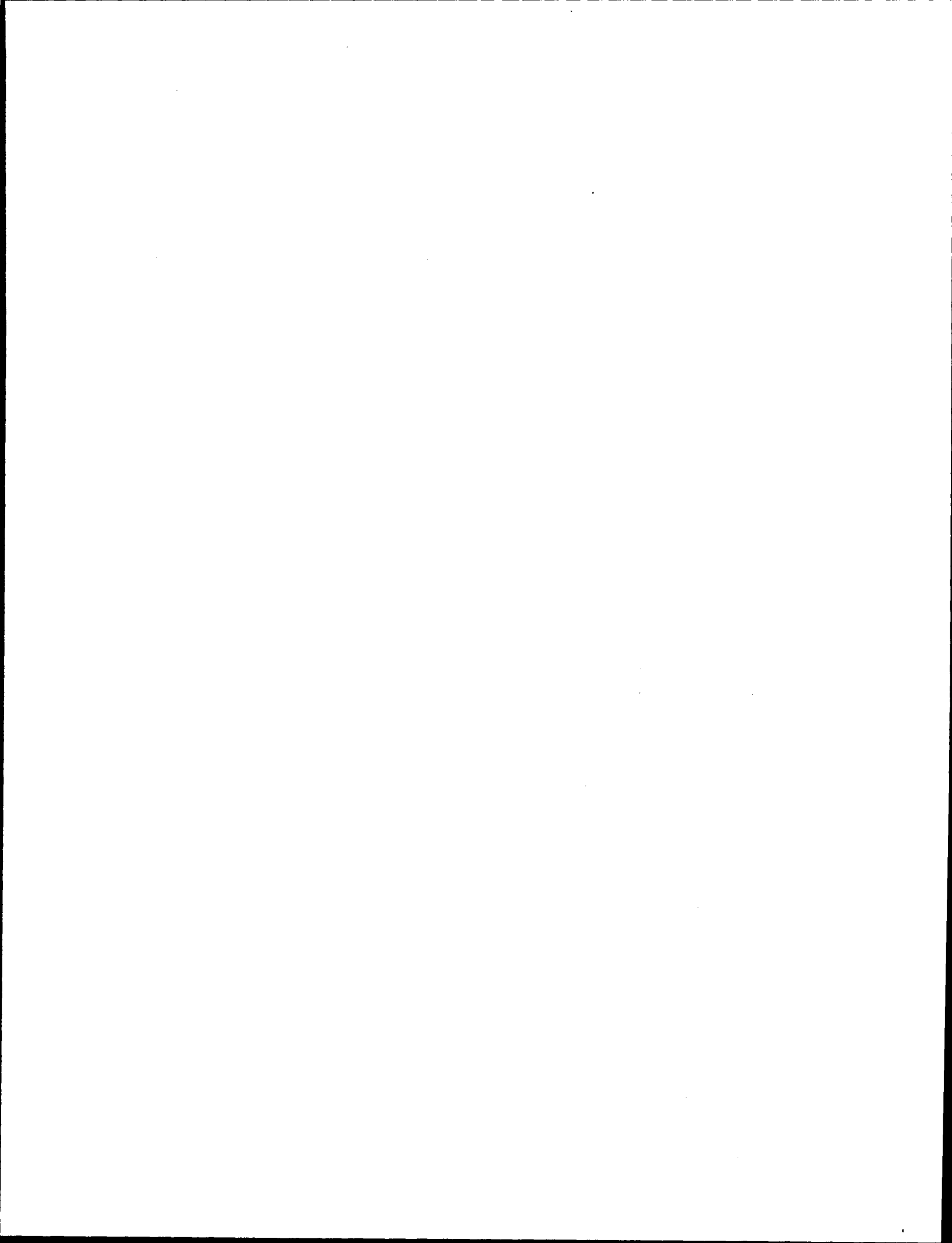
19 81 WITNESS my hand and seal this 18 day of June



Barbara H. Hudson
Notary Public

My commission expires: at large
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JAN. 7 1984
BONDED INTO GENERAL FID. UNDERWRITERS.

B3673 P1673



FLORIDA GARDEN LAND AND DEVELOPMENT CORPORATION, INC., a Florida corporation

By [Signature] V. President

ATTEST:

[Signature]
Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day before me an officer duly authorized to take acknowledgments in the State and County aforesaid personally appeared G. V. Bracht and A. J. [unclear] as President and Secretary respectively of FLORIDA GARDEN LAND AND DEVELOPMENT CORPORATION, INC., a Florida corporation, and they acknowledged before me that they executed the foregoing instrument on behalf of said corporation.

WITNESS my hand and seal this 5th day of July 1951.



[Signature]
Notary Public
My commission expires: APR 7 1953
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES APR 7 1953
BONDED THROUGH GENERAL INS UNDERWRITERS

DCA OF LAKE WORTH, INC., a Florida corporation

By [Signature]

ATTEST:

[Signature]

STATE OF FLORIDA
COUNTY OF PALM BEACH

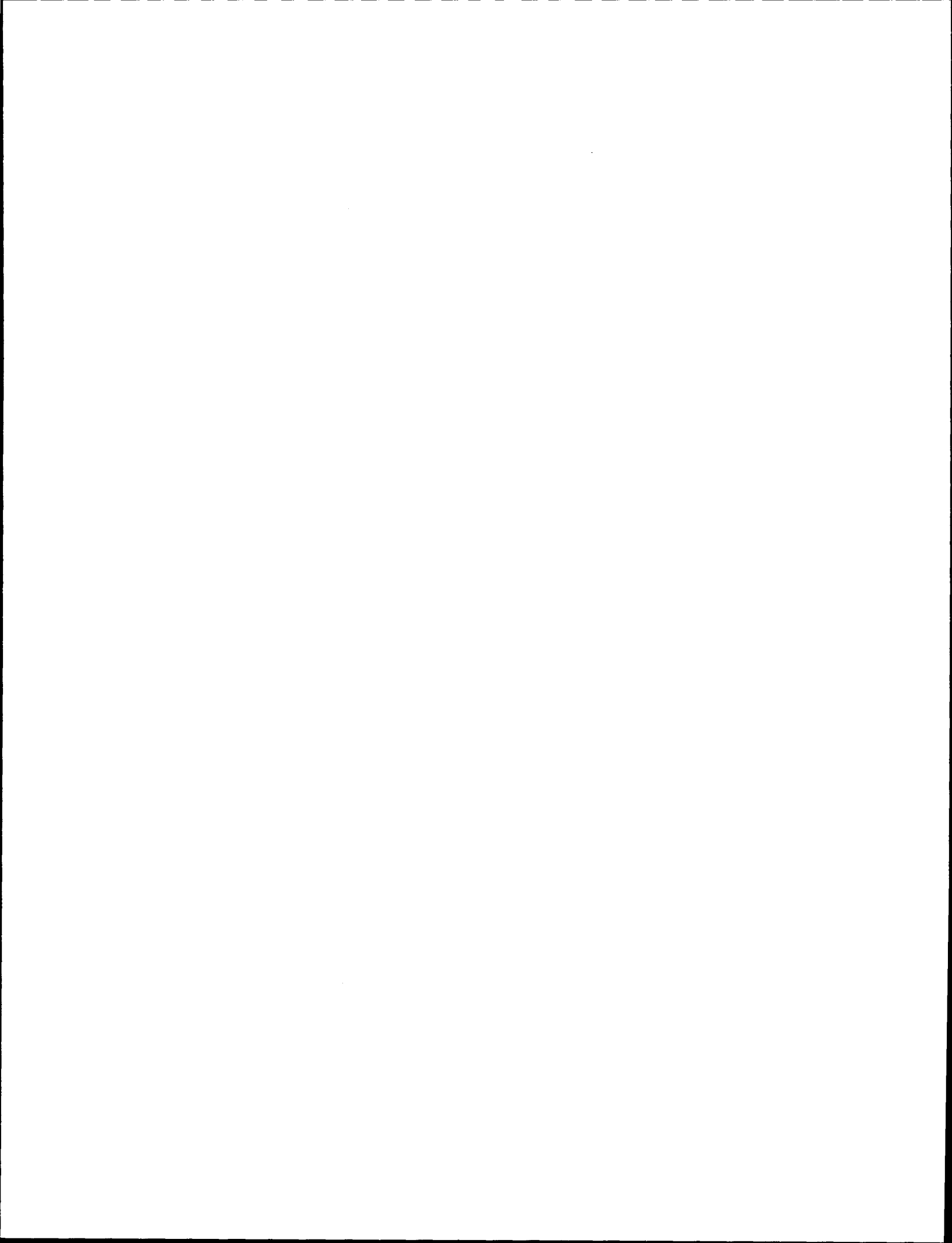
I HEREBY CERTIFY that on this day before me an officer duly authorized to take acknowledgments in the State and County aforesaid personally appeared Carl Palmisiano and Luis A. Clark as President and Secretary respectively of DCA OF LAKE WORTH, INC., a Florida corporation, and he acknowledged before me that he executed the foregoing instrument on behalf of said corporation.

WITNESS my hand and seal this 20th day of August 1951.



[Signature]
Notary Public
My commission expires:

573 21674



SUNRISE OF PALM BEACH CONDOMINIUM ASSOCIATION NO. 1, INC.

By [Signature]
President

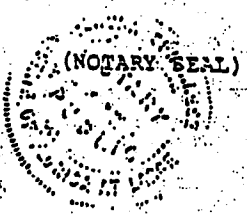
ATTEST:

[Signature]
Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day before me an officer duly authorized to take acknowledgments in the State and County aforesaid personally appeared Carl Palmisciano and Russ A. Clark, as President and Secretary respectively of SUNRISE OF PALM BEACH CONDOMINIUM ASSOCIATION NO. 1, INC., and they acknowledged before me that they executed the foregoing instrument on behalf of said corporation.

WITNESS my hand and seal this 20th day of August, 1981.



[Signature]
Notary Public
My commission expires:
JULY 15 1984

SUNRISE OF PALM BEACH CONDOMINIUM ASSOCIATION NO. 2, INC.

By [Signature]
President

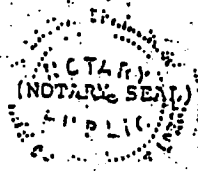
ATTEST:

[Signature]
Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

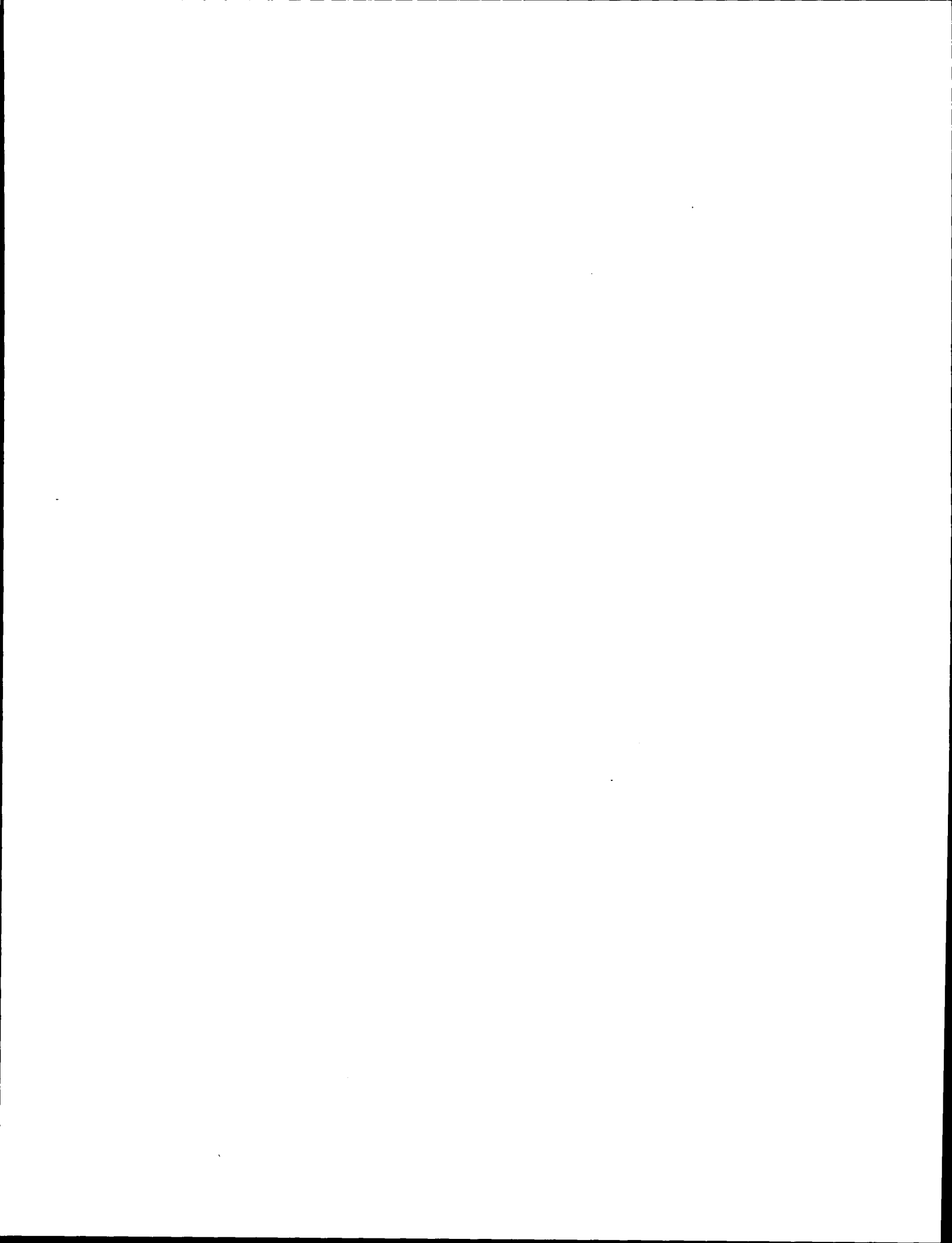
I HEREBY CERTIFY that on this day before me an officer duly authorized to take acknowledgments in the State and County aforesaid personally appeared Carl Palmisciano and Luis A. Clark, as President and Secretary respectively of SUNRISE OF PALM BEACH CONDOMINIUM ASSOCIATION NO. 2, INC., and they acknowledged before me that they executed the foregoing instrument on behalf of said corporation.

WITNESS my hand and seal this 20th day of August, 1981.



[Signature]
Notary Public
My commission expires:

B3673 P1675



SUNRISE OF PALM BEACH CONDOMINIUM
ASSOCIATION NO. 3, INC.

By *Carl Palmisciano*
President

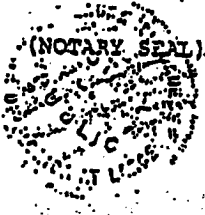
ATTEST:
[Signature]
Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day before me an officer
duly authorized to take acknowledgments in the State and County
aforesaid personally appeared *Carl Palmisciano* and
Luis A. Ocker, as President and Secretary respectively
of SUNRISE OF PALM BEACH CONDOMINIUM ASSOCIATION NO. 3, INC.,
and they acknowledged before me that they executed the
foregoing instrument on behalf of said corporation.

WITNESS my hand and seal this *20th* day of *August*,
19*77*.

[Signature]
Notary Public
My commission expires:



NOTARY PUBLIC
STATE OF FLORIDA
COMMISSION EXPIRES: 12/31/78

B3673 P1676

RECORDED
PALM BEACH COUNTY FL
JUL 28 1977
CLERK DISTRICT COURT

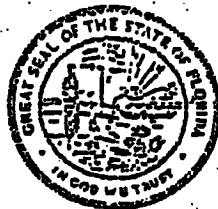


State of Florida

DEPARTMENT OF STATE • DIVISION OF CORPORATIONS

I certify that the attached is a true and correct copy of Restated Articles of Incorporation of LUCERNE LAKES MASTER HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit, filed on December 15, 1978, as shown by the records of this office.

The charter number of this corporation is 740026.



GIVEN under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 19th day of December, 1978.

John G. ...
SECRETARY OF STATE

CER 101
7-21-78

OFF REC 3052 PG 1371

FILED

Dec 15 8 03 AM '78
STATE OF FLORIDA
TALLAHASSEE

RESTATMENT OF THE ARTICLES OF INCORPORATION BY
LUCERNE LAKES MASTER HOMEOWNERS' ASSOCIATION, INC.

LUCERNE LAKES MASTER HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, under its corporate seal and the hands of its Directors, HERBERT PRAVER, DAVID SHEFFENACKER and DONALD SIMPSON, hereby certifies that:

At a duly called Special Meeting of the Board of Directors, held on the 22nd day of September, 1978, the following resolution was duly and unanimously adopted by the Board of Directors of the corporation:

RESOLVED, that effective on the date of filing with the Department of State, State of Florida, the Certificate of Incorporation of LUCERNE LAKES MASTER HOMEOWNERS' ASSOCIATION, INC., originally LUCERNE LAKES MASTER CONDOMINIUM ASSOCIATION, INC., which Certificate of Incorporation was approved and filed in the Office of the Secretary of State in Tallahassee, Florida, on the 31st day of August, 1977, be restated as follows, there being no further amendment nor discrepancy between the provisions of the theretofore amended Articles of Incorporation of LUCERNE LAKES MASTER HOMEOWNERS' ASSOCIATION, INC., and the provisions contained herein:

ARTICLES OF INCORPORATION
OF

LUCERNE LAKES MASTER HOMEOWNERS' ASSOCIATION, INC.

(A Master Homeowners' Association)

The undersigned by these Articles associate themselves for the purpose of forming a corporation not for profit, under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE I

NAME

The name of the corporation will be LUCERNE LAKES MASTER HOMEOWNERS' ASSOCIATION, INC. For convenience, the corporation will be referred to in this instrument as the Association.

ARTICLE II

PURPOSE

(2.1) The purpose for which the Association is organized is to provide an entity for the purpose of administering the areas owned or controlled by it and for coordinating the operation of all condominium association, homeowners' association or golf course owner members of it, and specifically for the purposes of providing for the care and maintenance of Lucerne Lakes Boulevard and the landscape

drainage and irrigation, and street lighting relating thereto, as well as the care and maintenance of the master drainage system pertaining to Lucerne Lakes, a PUD development.

(2.2) The Association will make no distributions of income to its members, directors or officers.

ARTICLE III

POWERS

The powers of the Association will include and be governed by the following provisions:

(3.1) The Association will have all of the common law and statutory powers of a corporation not for profit that are not in conflict with the terms of these Articles and all powers granted to it under that certain Declaration of Covenants and Restrictions known as Lucerne Lakes Master Declaration of Covenants and Restrictions.

(3.2) The Association will have all the powers and duties reasonably necessary to administer the common areas, to accomplish its stated purposes and to coordinate the operation of all members including but not limited to the following:

(a) To make and collect assessments against members to defray costs, expenses and losses of the Association and to provide for the care and maintenance of Lucerne Lakes Boulevard and the landscaping, drainage and irrigation, and street lighting relating thereto, as well as the care and maintenance of the master drainage system pertaining to Lucerne Lakes, a PUD development.

(b) To collect assessments by filing and foreclosing liens on lots and units located within Lucerne Lakes as may be provided in the By-Laws of the Association.

(c) To use the proceeds of assessments in the exercise of its powers and duties.

(d) To maintain, repair, replace and operate all areas controlled or owned by it.

(e) To purchase insurance for the protection of the Association, Sub-Associations, golf course owner, and their respective members as unit owners.

(f) To reconstruct improvements after casualty and to further improve the areas owned or controlled by it.

(g) To make and amend reasonable regulations respecting the use of the areas owned or controlled by it.

(h) To enforce by legal means the provisions of these Articles, the By-Laws of the Association and the regulations for the use of the areas owned or controlled by it.

(i) To contract for the management and operation of its areas, and to thereby delegate all powers and duties of the Association, except as are specifically required to have approval of the Board of Directors or the membership of the Association.

(j) To lease such portions of the common elements of its areas as are susceptible to separate management and operation.

(k) To accept title to real property to be held for the benefit of its members.

(l) To convey title to real property.

(3.3) All funds, except such portions thereof as are expended for the common expenses of the Association, and the titles of all properties will be held in trust for the members of the Association, in accordance with the provisions of the Articles of Incorporation and the By-Laws of the Association.

(3.4) The powers of the Association will be subject to and will be exercised in accordance with the provisions of the applicable law of the State of Florida and the By-Laws of the Association.

ARTICLE IV

MEMBERS

(4.1) The members of the Association will consist of all of the Sub-Associations organized under the laws of the State of Florida being the entities responsible for the operation of the condominiums and home developments located within Lucerne Lakes, a PUD development, according to the master plan on file with the planning and zoning department of Palm Beach County, Florida.

(4.2) Each Sub-Association shall be entitled to one representative who shall be the voting member of the Association and shall serve until his successor is appointed in accordance with the By-Laws. The golf course owner shall be entitled to one representative who shall be the voting member of the Association and shall serve until his successor is appointed in accordance with the By-Laws.

(4.3) Each Sub-Association voting member shall have a number of votes equal to the number of residential dwelling units located on the lands to which the Sub-Association pertains.

(4.4) The owner of the golf course voting member shall have one vote.

ARTICLE V

DIRECTORS

(5.1) The affairs of the Association will be managed by a board consisting of the number of directors determined by the By-Laws of the Association, but not less than 3 directors; and in the absence of such determination, the number of directors will consist of 3. Directors need not be members of the Association.

(5.2) Directors of the Association will be elected at the annual meeting of the members in the manner determined by the By-Laws of the Association. Directors may be removed and vacancies on the Board of Directors will be filled in the manner provided by the By-Laws of the Association.

(5.3) The first election of the directors will not be held until the Developer, Landel Lucerne, Inc., or its successors or assigns, elects to terminate its control of the Association, or until the last Sub-Association which shall be a member of this Association shall come under the control of the members of said Sub-Association and all the property within Lucerne Lakes has been platted, whichever first occurs. Until the first meeting of the members, the Developer has the right to appoint all directors.

(5.4) The successor directors of the first Board of Directors named in the original Articles of Incorporation, who will hold of

until their successors are elected or appointed and have qualified, or until removed, are as follows:

HERBERT PRAVER	4341 Lisa Drive Lake Worth, Florida 33463
DAVID SCHEFFENACKER	Arundel Corporation 110 West Road Baltimore, Maryland 21204
DONALD SIMPSON	Arundel Corporation 110 West Road Baltimore, Maryland 21204

ARTICLE VI

OFFICERS

The affairs of the Association will be administered by the officers designated in the By-Laws of the Association. Said officers will be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and will serve at the pleasure of the Board of Directors. The names and addresses of the officers who have been appointed as successors to those officers named in the original Articles of Incorporation are as follows:

HERBERT PRAVER, President/Treasurer	4341 Lisa Drive Lake Worth, Florida 33463
DAVID SCHEFFENACKER, Vice President/ Secretary	Arundel Corporation 110 West Road Baltimore, Maryland 21204

ARTICLE VII

INDEMNIFICATION

Every director and every officer of the Association will be indemnified by the Association against all expenses and liabilities including counsel fees, reasonably incurred by or imposed upon him in connection with any proceedings or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except when the directors or officers are adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. Provided that in the event of a

settlement the indemnification will apply only when the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification will be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE VIII

BY-LAWS

The first By-Laws of the Association will be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by said By-Laws.

ARTICLE IX

AMENDMENTS

Amendments to these Articles of Incorporation will be proposed and adopted in the following manner:

(9.1) Notice of the subject matter of a proposed amendment will be included in the notice of any meeting at which a proposed amendment is considered.

(9.2) A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by the voting members of the Association. Directors and voting members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the secretary prior to the meeting. Except as elsewhere provided:

(a) Such approval must be by not less than two-thirds (2/3) of the votes entitled to be cast by the Board of Directors prior to the first meeting of the members; or

(b) By not less than 75% of the votes entitled to be cast by the entire voting membership of the Association after the first meeting of the members; or

(c) By not less than 80% of the votes entitled to be cast by the entire voting membership of the Association after the first meeting of the members.

(9.3) Provided, however, that no amendment will make any change in the qualifications for membership nor the voting rights of members without approval in writing by all voting members and the joinder of

all record owners or mortgagees upon the condominiums and residential units and homes, and no amendment will make any changes in the percentage of assessment payable by the members without the unanimous consent of all voting members.

(9.4) A copy of each amendment will be certified by the Secretary of State, State of Florida, and will be recorded in the Public Records of Palm Beach County, Florida.

ARTICLE X.

The term of the Association will be perpetual.

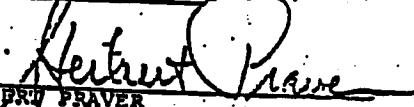
ARTICLE XI

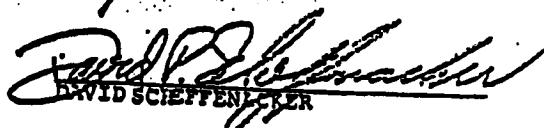
SUBSCRIBERS

The names and addresses of the subscribers of the original Articles of Incorporation are as follows:

- | | |
|----------------|---|
| Herbert Praver | 4341 Lisa Drive
Lake Worth, FL 33463 |
| Herman Ringler | 4341 Lisa Drive
Lake Worth, FL 33463 |
| Diane Irwin | 4341 Lisa Drive
Lake Worth, FL 33463 |

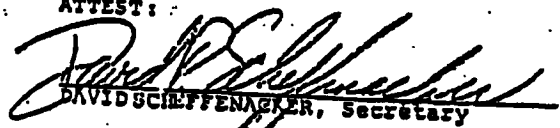
IN WITNESS WHEREOF, said corporation has caused this Certificate to be signed in its name by the Board of Directors and attested to by its Secretary, this 7th day of September, 1978.


HERBERT PRAVER


DAVID SCHEFFENER

DONALD SIMPSON

ATTEST:


DAVID SCHEFFENER, Secretary
(SEAL)

AMENDMENT TO AND RESTATEMENT OF THE ARTICLES OF INCORPORATION
OF LUCERNE LAKES MASTER HOME OWNERS ASSOCIATION, INC.

LUCERNE LAKES MASTER HOME OWNERS ASSOCIATION, INC., a Florida corporation, under its corporate seal and the hands of its Directors, HERBERT PRAVER, DAVID SHEFFENACKER and DONALD SIMPSON, hereby certifies that:

At a duly called Special Meeting of the Board of Directors, held on the 22nd day of September, 1978, the following resolution was duly and unanimously adopted by the Board of Directors of the corporation:

RESOLVED, that effective on the date of filing with the Department of State, State of Florida, the Certificate of Incorporation of LUCERNE LAKES MASTER HOME OWNERS ASSOCIATION, INC., which Certificate of Incorporation was approved and filed in the Office of the Secretary of State in Tallahassee, Florida, on the 31st day of August, 1977, as amended by amendment filed September 19, 1977, be amended and restated as follows:

ARTICLES OF INCORPORATION

OF

LUCERNE LAKES MASTER HOME OWNERS ASSOCIATION, INC.

(A Master Condominium Association)

The undersigned by these Articles associate themselves for the purpose of forming a corporation not for profit, under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE I

NAME

The name of the corporation will be LUCERNE LAKES MASTER HOME OWNERS ASSOCIATION, INC. For convenience, the corporation will be referred to in this instrument as the "Association".

ARTICLE II

PURPOSE

(2.1) The purpose for which the Association is organized is to provide an entity for the purpose of administering the areas owned or controlled by it and for coordinating the operation of all condominium association, home owners' association or golf course owner members of it, and specifically for the purposes of providing for the care and maintenance of Lucerne Lakes Boulevard and the landscaping

EXHIBIT "B"

drainage and irrigation, and street lighting relating thereto, as well as the care and maintenance of the master drainage system pertaining to Lucerne Lakes, a PUD development.

(2.2) The Association will make no distributions of income to its members, directors or officers.

ARTICLE III

POWERS

The powers of the Association will include and be governed by the following provisions:

(3.1) The Association will have all of the common law and statutory powers of a corporation not for profit that are not in conflict with the terms of these Articles and all powers granted to it under those certain Declaration of Covenants and Restrictions known as Lucerne Lakes Master Declaration of Covenants and Restrictions.

(3.2) The Association will have all the powers and duties reasonably necessary to administer the common areas, to accomplish its stated purposes and to coordinate the operation of all members, including but not limited to the following:

(a) To make and collect assessments against members to defray costs, expenses and losses of the Association and to provide for the care and maintenance of Lucerne Lakes Boulevard and the landscaping, drainage and irrigation, and street lighting relating thereto, as well as the care and maintenance of the master drainage system pertaining to Lucerne Lakes, a PUD development.

(b) To collect assessments by filing and foreclosing liens on lots and units located within Lucerne Lakes as may be provided in the By-Laws of the Association.

(c) To use the proceeds of assessments in the exercise of its powers and duties.

(d) To maintain, repair, replace and operate all areas controlled or owned by it.

(e) To purchase insurance for the protection of the Association, Sub-Associations, golf course owner, and their respective members as unit owners.

(f) To reconstruct improvements after casualty and to further improve the areas owned or controlled by it.

(g) To make and amend reasonable regulations respecting the use of the areas owned or controlled by it.

(h) To enforce by legal means the provisions of these Articles, the By-Laws of the Association and the regulations for the use of the areas owned or controlled by it.

(i) To contract for the management and operation of its areas, and to thereby delegate all powers and duties of the Association, except as are specifically required to have approval of the Board of Directors or the membership of the Association.

(j) To lease such portions of the common elements of its areas as are susceptible to separate management and operation.

(k) To accept title to real property to be held for the benefit of its members.

(l) To convey title to real property.

(3.3) All funds, except such portions thereof as are expended for the common expenses of the Association, and the titles of all properties will be held in trust for the members of the Association, in accordance with the provisions of the Articles of Incorporation and the By-Laws of the Association.

(3.4) The powers of the Association will be subject to and will be exercised in accordance with the provisions of the applicable law of the State of Florida and the By-Laws of the Association.

ARTICLE IV

MEMBERS

(4.1) The members of the Association will consist of all of the Sub-Associations organized under the laws of the State of Florida, being the entities responsible for the operation of the condominiums and home developments located within Lucerne Lakes, a PUN development, according to the master plan on file with the planning and zoning department of Palm Beach County, Florida.

(4.2) Each Sub-Association shall be entitled to one representative who shall be the voting member of the Association and shall serve until his successor is appointed in accordance with the By-Laws. The golf course owner shall be entitled to one representative who shall be the voting member of the Association and shall serve until his successor is appointed in accordance with the By-Laws.

(4.3) Each Sub-Association voting member shall have a number of votes equal to the number of residential dwelling units located on the lands to which the Sub-Association pertains.

(4.4) The owner of the golf course voting member shall have one vote.

ARTICLE V

DIRECTORS

(5.1) The affairs of the Association will be managed by a board consisting of the number of directors determined by the By-Laws of the Association, but not less than 3 directors; and in the absence of such determination, the number of directors will consist of 3. Directors need not be members of the Association.

(5.2) Directors of the Association will be elected at the annual meeting of the members in the manner determined by the By-Laws of the Association. Directors may be removed and vacancies on the Board of Directors will be filled in the manner provided by the By-Laws of the Association.

(5.3) The first election of the directors will not be held until the Developer, Landel Lucerne, Inc., or its successors or assigns, elects to terminate its control of the Association or until the last Sub-Association which shall be a member of this Association shall come under the control of the members of said Sub-Association, and all the property within Lucerne Lakes has been platted, whichever first occurs. Until the first meeting of the members, the Developer has the right to appoint all directors.

(5.4) The successor directors of the first Board of Directors named in the original Articles of Incorporation, who will hold office

until their successors are elected or appointed and have qualified,
or until removed, are as follows:

HERBERT PRAVER	4341 Lisa Drive. Lake Worth, Florida 33463
DAVID SHEFFENACKER	Arundel Corporation 100 West Road Baltimore, Maryland 21204
DONALD SIMPSON	Arundel Corporation 100 West Road Baltimore, Maryland 21204

ARTICLE VI

OFFICERS

The affairs of the Association will be administered by the officers designated in the By-Laws of the Association. Said officers will be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and will serve at the pleasure of the Board of Directors. The names and addresses of the officers who have been appointed as successors to those officers named in the original Articles of Incorporation are as follows:

HERBERT PRAVER, President/Treasurer	4341 Lisa Drive Lake Worth, Florida 33463
DAVID SHEFFANACKER, Vice President/ Secretary	Arundel Corporation 100 West Road Baltimore, Maryland 21204

ARTICLE VII

INDEMNIFICATION

Every director and every officer of the Association will be indemnified by the Association against all expenses and liabilities including counsel fees, reasonably incurred by or imposed upon him in connection with any proceedings or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except when the directors or officers are adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. Provided that in the event of a

settlement the indemnification will apply only when the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification will be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE VIII

BY-LAWS

The first By-Laws of the Association will be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by said By-Laws.

ARTICLE IX

AMENDMENTS

Amendments to these Articles of Incorporation will be proposed and adopted in the following manner:

(9.1) Notice of the subject matter of a proposed amendment will be included in the notice of any meeting at which a proposed amendment is considered.

(9.2) A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by the voting members of the Association. Directors and voting members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the secretary prior to the meeting. Except as elsewhere provided:

(a) Such approval must be by not less than two-thirds (2/3) of the votes entitled to be cast by the Board of Directors prior to the first meeting of the members; or

(b) By not less than 75% of the votes entitled to be cast by the entire voting membership of the Association after the first meeting of the members; or

(c) By not less than 80% of the votes entitled to be cast by the entire voting membership of the Association after the first meeting of the members.

(9.3) Provided, however, that no amendment will make any changes in the qualifications for membership nor the voting rights of members, without approval in writing by all voting members and the joinder of

all record owners or mortgagees upon the condominiums and residential units and homes, and no amendment will make any changes in the percentage of assessment payable by the members without the unanimous consent of all voting members.

(9.4) A copy of each amendment will be certified by the Secretary of State, State of Florida, and will be recorded in the Public Records of Palm Beach County, Florida.

ARTICLE X

SUBSCRIBERS

The names and addresses of the subscribers of the original Articles of Incorporation are as follows:

HERBERT PRAVER	4341 Lisa Drive Lake Worth, Florida 33463
HERMAN RINGLER	4341 Lisa Drive Lake Worth, Florida 33463
DIANE IRWIN	4341 Lisa Drive Lake Worth, Florida 33463

IN WITNESS WHEREOF, said corporation has caused this Certificate to be signed in its name by the Board of Directors and attested to by its Secretary, this 22 day of September, 1978.


HERBERT PRAVER


DAVID SHEFFENACKER


DONALD SIMPSON

ATTEST:


DAVID SHEFFENACKER, Secretary

(SEAL)

PALM BEACH REC 2935 PAGE 793

**CERTIFICATE DESIGNATING PLACE OF BUSINESS OR
DOMICILE FOR THE SERVICE OF PROCESS WITHIN
THIS STATE, NAMING AGENT UPON WHOM PROCESS
MAY BE SERVED.**

In pursuance of Chapter 48.091, Florida Statutes, the following
is submitted in compliance with said Act.

That LUCERNE LAKES MASTER HOME OWNERS ASSOCIATION, INC., (a
corporation not for profit) desiring to organize under the laws of
the State of Florida, with its principal office as indicated in the
Articles of Incorporation of the County of Palm Beach, State of
Florida, has named PAUL C. WOLFE, located at 601 Flagler Drive Court,
P. O. Drawer E, West Palm Beach, County of Palm Beach, State of
Florida, as its agent to accept service of process within this State.

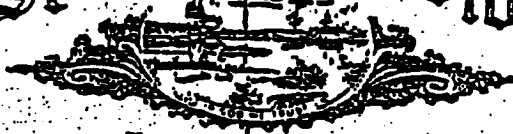
ACKNOWLEDGMENT:

Having been named to accept service of process for the above-
stated corporation, at the place designated in this Certificate, I
heraby accept to act in this capacity and agree to comply with the
provisions of said Act relative to keeping open said office.

PAUL C. WOLFE

DATED:

State of Florida



Department of State

I certify that the attached is a true and correct copy of Certificate of Amendment to the Articles of Incorporation of LUCERNE LAKES MASTER HOMEOWNERS' ASSOCIATION, INC.; a Florida corporation not for profit, filed on February 17, 1982, as shown by the records of this office.

The charter number of this corporation is 740026.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
22nd day of February, 1982.



George Firsiroti
Secretary of State

AMENDMENT TO ARTICLES OF INCORPORATION
OF LUCERNE LAKES MASTER HOMEOWNERS' ASSOCIATION, INC.

Lucerne Lakes Master Home Owners Association, Inc.,
Florida corporation, under its corporate seal and the hands
of its Directors, CARL PAINTSCTAND, HARRY WAINSHAL,
and RICK KAUFMAN, hereby certified that:

At a duly called special meeting of the Board of Directors
and voting members, held on the 26 day of JANUARY,
1981, the following resolution was duly and unanimously adopted
by the Board of Directors and all voting members of the cor-
poration:

RESOLVED, that effective on the date of filing with
the Department of State, State of Florida, the
Articles of Incorporation of Lucerne Lakes Master
Home Owners Association, Inc, originally Lucerne
Lakes Master Condominium Association, Inc., which
Certificate of Incorporation were approved and filed
in the office of the Secretary of State in Tallahassee,
Florida, on the 31st day of August, 1977, as amended
by amendment filed September 18, 1977, and as further
restated in Restatement filed on December 15, 1978,
be amended as follows:

Article II, Section (2.1) shall be amended to read as follows:

"ARTICLE II

PURPOSE

(2.1) The purpose for which the Association is organized
is to provide an entity for the purpose of administering the
areas owned or controlled by it and for coordinating the
operation of all condominium association, home owners' association
or golf course owner members of it, and specifically for the
purposes of providing for the care and maintenance of Lucerne
Lakes Boulevard and Columbia Drive and the landscaping, drainage
and irrigation, and street lighting relating thereto, as well
as the care and maintenance of the master drainage system per-
taining to Lucerne Lakes, a PUD development."

Article III, Section (3.2(a)) shall be amended to read
as follows:

"(3.2) The Association will have all the powers and
duties reasonably necessary to administer the common areas,

to accomplish its stated purposes and to coordinate the operation of all members, (including but not limited to the following:

(a) To make and collect assessments against members to defray costs, expenses and losses of the Association and to provide for the care and maintenance of Lucerne Lakes Boulevard and Columbia Drive and the landscaping, drainage and irrigation, and street lighting relating thereto, as well as the care and maintenance of the master drainage system pertaining to Lucerne Lakes, a PUD development."

Article IX, Section (9.2) shall be amended by deleting Paragraph (9.2)(c) in its entirety.

Article IV, Section (4.3) be deleted and replaced with the following:

"(4.3) ~~each sub-association voting member shall have one vote.~~ At the ~~present~~ time there exists ~~three~~ sub-associations to the ~~north~~ of the L-13 canal and ~~three~~ sub-associations to the ~~south~~ of the L-13 canal. If the number of sub-associations changes in the future, whether by division or merger, ~~the number of votes shall remain constant.~~ For example, if two sub-associations merge, the newly formed sub-association shall have two votes. If one sub-association divided into two separate sub-associations, each will have 1/2 of a vote."

IN WITNESS WHEREOF, said corporation has caused this Certificate to be signed in its name by the Board of Directors and each voting member and attested to by its Secretary this 26 day of January, 1981.

[Signature]
a Director
[Signature]
a Director
[Signature]
a Director

LUCERNE LAKES HOME OWNERS ASSOCIATION, INC.
By [Signature]

LUCERNE LAKES NORTH HOME OWNERS ASSOCIATION, INC.

[Signature]
VILLAS AT LUCERNE LAKES HOME OWNERS ASSOCIATION, INC.

FLORIDA GARDENS LAND AND DEVELOPMENT
CORP. INC.

By

[Signature]
SUNRISE OF PALM BEACH CONDOMINIUM
ASSOCIATION NO. 1, INC.

By

[Signature]
SUNRISE OF PALM BEACH CONDOMINIUM
ASSOCIATION NO. 2, INC.

By

[Signature]
SUNRISE OF PALM BEACH CONDOMINIUM
ASSOCIATION NO. 3, INC.

By

ATTEST:

[Signature]
Secretary

BY-LAWS

OF

LUCERNE LAKES MASTER HOMEOWNERS ASSOCIATION, INC.

(A Corporation Not for Profit)

ARTICLE I

Identity

The following By-laws shall govern the operation of Lucerne Lakes Master Homeowners Association, Inc., (a Corporation Not for Profit), (Hereinafter the "Association").

The Association is an incorporated non-profit association, organized and existing pursuant to Chapter 617 Florida Statutes.

Section 1. The office of the Association shall be at _____, or at such other place as may be subsequently designated by the Board of Directors of the Association.

Section 2. The seal of the Association will bear the name of the Association, and the word "Florida", the words "incorporation not for profit", and the year of the incorporation, an impression of which is as follows:

ARTICLE II

Purposes and Powers

The purposes and powers of the Association are set forth in the Articles of Incorporation.

ARTICLE III

Membership and Voting Provisions

Section 1. Membership. The qualifications for membership are set forth in the Articles of Incorporation.

Section 2. Voting. The number of votes each member is

entitled to cast at any meetings of the membership are set forth in the Articles of Incorporation.

Section 3. Votes. A majority of the total votes cast shall decide any question, unless the By-laws or Articles of Incorporation provide otherwise, in which event the voting percentages required in the By-laws or Articles of Incorporation shall control. (The term "majority" of the votes shall mean 51% of the total votes cast.)

Section 4. Quorum. There shall be no quorum requirements for meetings of the membership.

Section 5. Proxies. Votes may be cast in person or by proxy. All proxies shall be in writing and signed by the person entitled to vote and shall be filed with the Secretary of the Association prior to the meeting in which they are to be used. Proxies shall be valid only for the particular meeting designated therein.

ARTICLE IV

Meeting of the Membership

Section 1. Time. The annual members' meeting shall be held at 2:00 p.m. on the first Thursday of the month of the first meeting of the members of each year for the purpose of electing Directors and transacting any other business authorized to be transacted by the members, and special meetings shall be held on the date and the time stated in the notice thereof; provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next succeeding day.

Section 2. Place. All meetings of the membership shall be held at a location convenient to the members at such place and at such time as shall be designated by the Board of Directors of the Association and stated in the notice of the meeting.

Section 3. Notices. It shall be the duty of the Secretary to deliver a notice of each annual or special meeting, stating the time and place thereof, to each member at least five

(5) days but not more than thirty (30) days prior to such meeting. Notice of any special meeting shall state the purpose thereof. All notices shall be served at the address of the member as it appears on the books of the Association.

Section 4. Special Meetings. Special meetings of the members for any purpose may be called by the President, and must be called by the President at the request, in writing, of a majority of the Board of Directors, or at the request in writing of a 10% of all members, which request shall state the purpose of the proposed meeting. Business transacted at all such meetings shall be confined to the objects stated in the notice thereof.

Section 5. Waiver and Consent. Whenever the vote of members at a meeting is required or permitted by any provision of the Articles of Incorporation or by the By-Laws to be taken in connection with any action of the Association, the meeting and vote of members may be dispensed with if two-thirds (2/3) of all the members, who would have been entitled to vote upon the action if such meeting were held, shall consent, in writing, to such action being taken; however, notice of such action shall be given to all members.

Section 6. Proviso. Notwithstanding any of the provisions herein, until the Developer elects to terminate control of the Association or until the last Sub-Association which shall be a member of this Association shall come under the control of the members of said Sub-Association and all the property within Lucerne Lakes has been platted, whichever first occurs, there shall be no annual or special meeting of the members of the Association, and, should a meeting be called, the proceedings shall have no effect unless approved by the Board of Directors of the Association. However, the Developer may waive this proviso, in whole or in part, by consenting in writing to a meeting of the membership for the purposes set forth therein.

Section 7. First Meeting of Members. The first annual meeting shall be held the first Thursday during the first month after the Developer elects to terminate its control of the Association or after the last Sub-Association shall come

under the control of the members of said Sub-Association, whichever first occurs.

ARTICLE V

Directors

Section 1. Number, Term and Qualifications. Prior to the first meeting of the members, the affairs of the Association shall be managed by the Board of Directors composed of three (3) persons, who need not be members of this Association. Thereafter, the affairs of the Association shall be managed by a Board of Directors, composed of five (5) persons, one of whom must be elected by the owner of the golf course member. The term of each Director's service shall be one (1) year and shall extend until the next annual meeting of the members or until his successor is duly elected and qualified, or until he is removed in the manner provided for below.

Section 2. First Board of Directors. The First Board of Directors of the Association, who shall hold office and serve until the first meeting of members and until their successors have been appointed or elected and qualified, as set forth in the Articles of Incorporation.

Section 3. Organizational Meeting. The organizational meeting of a newly elected Board of Directors of the Association shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary.

Section 4. Removal of Directors. Directors may only be removed prior to the expiration of their term as follows:

(a) Prior to the first meeting of the members, by direction of the Developer, Landel/Lucerne, Inc., or its successors or assigns.

(b) Subsequent to the first meeting of the members by a vote of not less than 2/3 of the votes entitled to be cast by the Board of Directors and 2/3 of the votes entitled to be

cast by the entire voting membership.

However, a Director elected by the golf course owner member may only be removed by the affirmative vote of the golf course owner member.

Section 5. Vacancies on Directorate. If the office of any Director or Directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office, or otherwise, a majority of the remaining Directors shall choose a successor or successors who shall hold office for the balance of the unexpired term. The election held for the purpose of filling said vacancy may be held at any meeting of the Board of Directors.

Section 6. Disqualification and Resignation of Directors. Any Director may resign at any time by sending a written notice of such resignation to the office of the Association, delivered to the Secretary. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the Secretary.

Section 7. Meetings. Meetings of the Board of Directors may be called by the President, and in his absence by the Vice President, or by a majority of the members of the Board of Directors by giving five (5) days' notice, in writing, to all of the members of the Board of Directors of the time and place of said meeting. All notices of meetings shall state the purpose of the meeting.

Section 8. Directors' Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may waive notice of such meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required, and any business may be transacted at such meeting.

Section 9. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum

for the transaction of business, and the acts of the majority of the Directors present at such meetings at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors there is less than a quorum present, the majority of those present may adjourn the meeting from time to time. At each such adjourned meeting, any business which might have been transacted at the meeting, as originally called, may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

Section 10. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not, by law, by the Articles of Incorporation, or by these By-laws, directed to be exercised and done by the members. These powers shall specifically include, but shall not be limited to, the following:

- (a) To exercise all powers specifically set forth in the Articles of Incorporation, in these By-laws, by law, and all powers incidental thereto.
- (b) To levy and collect assessments, and use and expend the assessments to carry out the purposes and powers of the Association.
- (c) To employ, dismiss and control the personnel necessary for the maintenance and preservation of the areas of the Association, including the right and power to employ attorneys, accountants, contractors, and other professionals as the need arises.
- (d) To make and amend regulations respecting the operation and use of the areas of the Association.
- (e) To contract for the management of the affairs of the Association and to delegate to any such contractor all of the powers and duties of the Association, except those which may be required to have the approval of the Board of Directors or mem-

bership of the Association.

(f) To purchase equipment, supplies and material required in the maintenance, repair, replacement, operation and management of the Association's property.

(g) To insure and keep insured the buildings and improvements of the Association.

(h) To pay utility bills for utilities serving the Association's property.

(i) To improve the Association's property.

(j) To enforce by any legal or equitable means the provisions of the Articles of Incorporation, the By-laws, and the regulations promulgated by the Association.

(k) To collect delinquent assessments by suit or otherwise.

(l) To pay all taxes and assessments against the Association's property.

(m) To control and regulate and to promote and assist in adequate and proper maintenance of the Association's properties.

(n) To select depositories for the Association's funds, and to determine the manner of receiving, depositing and disbursing Association funds and the form of check and the person or persons by whom the same shall be signed, when not signed as otherwise provided by these By-laws.

(o) To acquire real and personal property for the benefit and use of its members and to dispose of said property in accordance with the Articles of Incorporation and these By-laws.

ARTICLE VI

Officers

Section 1. Elective Officers. The principal officers of the Association shall be a President, Vice President, and Secretary Treasurer, all of whom shall be elected by the Board of Directors. The President shall be a member of the Board of Directors.

Section 2. Election. The Officers of the Association shall be elected by the Board of Directors at the organizational meeting of each new Board following the meeting of the members.

Section 3. Appointive Officers. The Board may appoint Assistant Secretaries, Assistance Treasurers, and such other Officers as the Board deems necessary.

Section 4. Term and Compensation. The Officers of the Association shall hold office until their successors are chosen and qualify in their stead. Any Officer elected by the Board of Directors may be removed at any time with or without cause by the Board of Directors by a majority vote thereof. If the office of any Officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors. No compensation will be paid to the Officers of the Association.

Section 5. The President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the members. He shall have executive powers and general supervision over the affairs of the Association and other Officers. He shall sign all written contracts and perform all of the duties incident to his office which may be delegated to him from time to time by the Board of Directors.

Section 6. The Vice President. The Vice President shall perform all of the duties of the President in his absence and such other duties as may be required of him from time to time by the Board of Directors.

Section 7. The Secretary. The Secretary shall issue notice of all Board of Directors' meetings and all meetings of the members and shall attend and keep the minutes of same. He shall have charge of all of the Association's books, records, and papers, except those kept by the Treasurer. If an Assistant Secretary is appointed, he shall perform the duties of the Secretary in the Secretary's absence.

Section 8. The Treasurer. The Treasurer shall have the following duties and responsibilities:

- (a) He shall have custody of the Association's funds

and securities, shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name of and to the credit of the Association in such depositories as may be designated from time to time by the Board of Directors.

(b) He shall disburse the funds of the Association as may be ordered by the Board of Directors in accordance with these By-laws, making proper vouchers for such disbursements and shall render to the President and the Board of Directors at the regular meetings of the Board of Directors, or whenever they may require it, an account of all of his transactions as Treasurer and of the financial condition of the Association.

(c) He shall collect the assessments and shall promptly report the status of collections and of all delinquencies to the Board of Directors.

(d) If an Assistant Treasurer is appointed, he shall perform the duties of the Treasurer in the Treasurer's absence.

Section 9. First Officers. The Officers of the Association who shall hold office and serve until they have resigned or have been removed or replaced by the Board of Directors or until the first election of officers by the first Board of Directors of the Association following the first meeting of members and pursuant to the terms of these By-laws, are set forth in the Articles of Incorporation.

ARTICLE VII

Finances and Assessments

Section 1. Depositories. The funds of the Association shall be deposited in such banks and depositories as may be determined by the Board of Directors and shall be withdrawn only upon checks and demands for money signed by such Officer or Officers as may be designated by the Board of Directors.

Section 2. Fidelity Bonds. The Treasurer and all Officers who are authorized to sign checks, all Officers and employees of the Association, and any contractor handling or

responsible for Association funds may be bonded in such amount as may be determined by the Board of Directors. The premiums on such bonds shall be paid by the Association. The bonds shall be in an amount as determined by the Board of Directors.

Section 3. Fiscal Year. The fiscal year of the Association shall begin on the first day of January each year. The Board of Directors is expressly authorized to change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed by the Internal Revenue Code of the United States of America at such time as the Board of Directors deems it advisable.

Section 4. Determination of Assessments. The Board of Directors has the power to and shall fix and determine, from time to time, the sum or sums necessary and adequate for the general expenses of the Association.

General assessments are necessarily made upon projections and estimates of the Board of Directors and may be in excess or less than the sums required to meet the cash requirements of the Association, in which event the Board of Directors may increase or decrease the amount of such assessment and make such adjustments in cash or otherwise as they shall deem proper, including the assessment of each member for its pro-rata share of any deficits.

Assessments shall be made for the purpose of defraying the cost and expenses of the Association, including but not limited to the cost of the care, maintenance, preservation, and repair of Lucerne Lakes Boulevard, and the landscaping, drainage and irrigation, and street lighting related thereto; the cost of the care, maintenance, preservation and repair of the master drainage system pertaining to Lucerne Lakes FUD development, the cost of any insurance for the Association's properties or its members; the cost of purchase of any equipment or machinery necessary for carrying out the purposes and powers of the Association; any such other costs necessarily incurred in the maintenance of a corporate office and in the day to day operation

of the Association as a corporate entity; and the maintenance of a reserve of funds deemed necessary by the Board of Directors to cover all necessary costs of the Association and to cover any emergencies which may arise.

Assessments shall be made against the members of the Association at the following rates:

(a) Golf Course Owner - The assessment shall be \$500.00 or 10% of total annual assessment, whichever is less.

(b) Sub-Associations - The assessment for each Sub-Association shall be made according to the following formula:

Assessment = (a + b) x (c - d) where,

a = Number of units located on lands under control of the Sub-Association,
b = Total number of units located within Lucerne Lakes PUD development,
c = Total Annual Assessment, and
d = Golf Course Assessment.

Unit shall mean any single family residence, whether the same be an apartment unit, condominium unit, single family home or other type of residence which has been fully constructed and for which an original certificate of occupancy has been obtained.

The Board of Directors shall adopt a budget for each fiscal year that shall include the estimated funds required to defray anticipated expenses and to provide and maintain funds to cover current expenses and reserves, including a reasonable allowance for contingencies, betterments and operations, the amount of which may be to provide working funds or to meet losses.

Section 5. Co-Mingling of Funds. All sums collected by the Association from assessments may be co-mingled in a single fund or divided into more than one fund, as determined by the Board of Directors.

Section 6. Collection of Assessments. Assessments shall be made on an annual basis, payable in quarterly installments. When the Board of Directors has determined the amount of the budget and the assessment each member is required to pay, the Secretary shall submit a statement of the assessment to each member, setting forth the amount of the annual assessment and the amount of the installment due. Prior to each quarterly

installment, the Board of Directors shall recalculate the quarterly assessment due from the member at the rate of assessments set forth in the By-Laws, and the Secretary shall make adjustments in the statement in accordance therewith.

Each statement shall state the date upon which the quarterly installment assessment is due, and thereafter said assessment shall bear the interest rate of 10% per annum, simple interest until paid.

The Association may use any legal or equitable remedy to collect assessments past due, including but not limited to charging a pro rata share of any delinquent assessment from the individual members of any delinquent Sub-Association member as set forth below. A pro rata assessment shall mean the amount of total assessment due and owing by the Sub-Association member divided by the number of members of such Sub-Association.

Each of the lots or units within Lucerne Lakes belonging to any member of the Sub-Association of Lucerne Lakes Master Home-owners Association are automatically made subject to a lien and permanent charge in favor of the Association for assessments. Any and all of the assessments together with interest thereon, if any, shall constitute a permanent charge upon and a continuing lien on the lot or unit to which such assessments relate and such permanent charge and lien shall bind such lot or unit in the hands of any and all persons.

In the event that any assessment shall not have been paid by the Sub-Association member within thirty (30) days of the due date, the Secretary of the Corporation may send a delinquency notice by certified mail to the delinquent member and to the members of the defaulting Sub-Association member designating their pro rata share of such assessment. In the event that any pro rata share of such assessment shall not have been paid within thirty (30) days of the receipt of said delinquency notice, the Treasurer shall certify to the Board of Directors the name(s) and address(es), as well as the amount of the pro rata assessment of the member(s). The Board of

Directors shall then cause to be prepared, for execution by the President of the Corporation, a Notice of Lien to be filed with the Clerk of the Circuit Court of Palm Beach County, Florida. When necessary, on receipt of payment of a delinquent pro rata assessment, a satisfaction of lien shall be executed by the President and recorded. In the event that any pro rata share of any assessments continues to remain in default, the Association may pursue its remedies at law or in equity. All costs of collection including attorney fees and costs of the satisfaction shall be charged to and paid by the non paying member of any Sub-Association member and be included in the lien as any other assessable item.

Section 7. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment. In the event of foreclosure of said mortgage or mortgages such subordination shall apply only to the assessments which have become due and payable prior to the sale or transfer of such property pursuant to a foreclosure of the mortgage. Such sale or transfer shall not relieve such property from liability for any assessment thereafter becoming due nor from the lien of any subsequent assessment.

ARTICLE VIII

Compliance and Default

Section 1. Violations. In the event of a violation by a member of any of the provisions of these By-Laws or the Articles of Incorporation, the Association by the direction of its Board of Directors, may notify the member by written notice of said breach, and if such violation shall continue for a period of thirty (30) days from the date of the notice, the Association, through its Board of Directors, at its option, may have the following elections:

- (a) An action at law to recover damages on behalf of the Association or on behalf of the other members; or
- (b) An action in equity to enforce performance on the part of the member; or

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(c) An action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief.

Section 2. No Waiver of Rights. The failure of the Association to enforce any right, provision, covenant or condition arising by virtue of the Articles of Incorporation or by these By-Laws shall not constitute a waiver of the right of the Association to enforce such right, provision, covenant or condition of the future.

ARTICLE IX

Amendments to the By-Laws

These By-Laws may be altered, amended or added to at any duly called meeting of the members, provided:

- (1) Notice of the meeting shall contain a statement of the proposed amendment.
- (2) The amendment shall be approved by the majority vote of the members voting at such meeting unless otherwise designated in the Articles of Incorporation or these By-Laws.

ARTICLE X

Parliamentary Rules

Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meeting when not in conflict with the Articles of Incorporation or these By-Laws.

ARTICLE XI

Conflicts

If any irreconcilable conflict should arise or exist with respect to the interpretation of these By-Laws and the Articles of Incorporation, the latter shall prevail.

APPROVED AND DECLARED AS THE BY-LAWS OF LUCERNE LAKES MASTER HOMEOWNERS ASSOCIATION, INC.

DATED this 22 day of September, 1978.

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LUCERNE LAKES MASTER HOMEOWNERS ASSOCIATION, INC.

(CORPORATE SEAL)

ATTEST:


Secretary

BY 
President.

Record Verified
Palm Beach County, Fla.
John B. Dankie
Clerk Circuit Court

AMENDMENT TO BY-LAWS OF LUCERNE LAKES MASTER HOME OWNERS ASSOCIATION

LUCERNE LAKES MASTER HOME OWNERS ASSOCIATION, INC., a Florida corporation, under its corporate seal and the hands of its Directors, CARL PALMISCIANO RICK KAUFMAN and HARRY WAINSHAL, hereby certify that:

At a duly called special joint meeting of the Board of Directors and voting members of the LUCERNE LAKES MASTER HOME OWNERS ASSOCIATION held on the 26 day of January, 1981, the following resolution was duly and unanimously adopted by the Board of Directors and the members of the corporation:

RESOLVED: That the By-Laws of the Association adopted the 22nd day of September, 1978 are hereby amended as follows:

Article IV, Section 1 is amended to read as follows:

"Section 1. Time. The annual members' meeting shall be held at some time during the month of January of each year as stated by the Secretary in the notice of meeting for the purpose of electing Directors and transacting any other business authorized to be transacted by the members, and special meetings shall be held on the date and the time stated in the notice thereof; provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next succeeding day."

Article IV, Section 3, is amended to read as follows:

"Section 3. Notices. It shall be the duty of the Secretary to deliver a notice of each annual or special meeting, stating the time and place thereof, to each member at least ten (10) days but not more than thirty (30) days prior to such meeting. Notice of any special meeting shall state the purpose thereof. All notices shall be served at the address of the member as it appears on the books of the Association."

Article V, Section 7, is amended to read as follows:

"Section 7. First Meeting of Members. The first annual meeting shall be held during the first month after the Developer elects to terminate its control of the Association

or after the last Sub-Association shall come under the control of the members of said Sub-Association, whichever first occurs."

Article VII, Sections 4-6 are deleted and Section 4 is amended to read as follows:

"Section 4. Determination and Collection of Assessments.

The Board of Directors has the power to and shall make and collect assessments; as provided in the Amended and Restated Lucerne Lakes Master Declaration of Covenants and Restrictions."

IN WITNESS WHEREOF, said corporation has caused this certified to be signed in its name by the Board of Directors and members and attested to by its Secretary this 26 day of January, 1981.

[Signature]
Director

[Signature]
Director

[Signature]
Director

LUCERNE LAKES HOMEOWNERS ASSOCIATION, INC.

By [Signature]

LUCERNE LAKES NORTH HOMEOWNERS ASSOCIATION, INC.

By [Signature]

VILLAS AT LUCERNE LAKES HOMEOWNERS ASSOCIATION, INC.

By [Signature]

FLORIDA GARDENS LAND AND DEVELOPMENT CORP., INC.

By [Signature]

SUNRISE OF PALM BEACH CONDOMINIUM ASSOCIATION NO. 1, INC.

By [Signature]

SUNRISE OF PALM BEACH CONDOMINIUM ASSOCIATION NO. 2, INC.

By [Signature]

SUNRISE OF PALM BEACH CONDOMINIUM ASSOCIATION NO. 3, INC.

By [Signature]

ATTEST:
[Signature]
Secretary

GEFANDE ARPE
1 CLEAR LAKE CTR. ST. 1010
2505 AUSTRALIAN AVE
WPA FLA 32001

WILL CALL BOX 58 ✓

Sep 23 1998 03:23 PM 98-376409
DB 10659 P. 676

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of LUCERNE POINTE RECREATION ASSOCIATION, INC., a Florida corporation, filed on October 21, 1997 effective October 18, 1997, as shown by the records of this office.

The document number of this corporation is N97000005979.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capitol, this the Twenty-third day of October, 1997



CR2002 (2-05)

Sandra B. Northam

Sandra B. Northam
Secretary of State

DB 10659 Pg 677

EFFECTIVE DATE

10/14/09

ARTICLES OF INCORPORATION OF

LUCERNE POINTE RECREATION ASSOCIATION, INC.
A FLORIDA CORPORATION NOT FOR PROFIT

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
97 OCT 21 PM 12:09

The undersigned incorporator for the purpose of forming a not for profit corporation pursuant to Chapter 617, Florida Statutes, and adopt the following Articles of Incorporation:

ARTICLE I. NAME

The name of this corporation is LUCERNE POINTE RECREATION ASSOCIATION, INC.

ARTICLE II. TERM OF EXISTENCE

The corporation's existence shall begin as of October 18, 1997, and the corporation shall have a perpetual existence.

ARTICLE III. PURPOSES

This corporation is organized for the purpose of providing an entity under the Florida Condominium Act for the operation of recreational facilities located in Palm Beach County, Florida and for auxiliary services and operations. The corporation shall have all of the common law and statutory powers of a not for profit corporation.

ARTICLE IV. MEMBERS

The qualification of members, the manner of their admission, and their voting rights shall be as regulated by the Bylaws.

ARTICLE V. INITIAL PRINCIPAL OFFICE

The street address of the corporation's initial principal office is 4888 Lucerne Lakes Boulevard, Lake Worth, Florida 33467.

ARTICLE V. INITIAL REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of this corporation is %Gelfand & Arpa, P.A., One Clematis Centre, Suite 101A, 360 South Australian Avenue, West Palm Beach, Florida 33401-6014 and the name of the initial registered agent of this corporation at that address is Michael J. Gelfand, Esq.

ARTICLE VI. INDEMNIFICATION

Section 1. The corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that the person is or was a director, employee, officer, committee member or agent of the corporation, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding, unless (a) it is determined by a court of competent jurisdiction, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that the person did not act in good faith or that the person acted in a manner the person believed to be not in or opposed to the best interest of the corporation, and, with respect to any criminal action or proceeding, that the person had reasonable cause to believe his or her conduct was

DB 10659 Pg 678

unlawful, and (b) such court further determines specifically that indemnification should be denied. The termination of any action, suit or proceeding, judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith or did act in a manner which the person believed to be not in or opposed to the best interest of the corporation, and with respect to any criminal action or proceeding, that the person had reasonable cause to believe that this conduct was unlawful.

Section 2. To the extent that a director, officer, employee, committee member or agent of the corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 1 above or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually incurred by the person in connection therewith.

Section 3. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the corporation advance of the final disposition of such action, suit or proceeding through all available appeals upon receipt of an undertaking by or on behalf of the director, officer, employee, committee member or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the corporation as authorized in this Article.

Section 4. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of Voting members or otherwise, both as to actions in official capacities while holding such office or otherwise, and shall continue as to a person who has ceased to be director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such person; however, any indemnification and any payment of expenses shall be reasonable and subject to the persons' full cooperation with and disclosure to the corporation. The corporation may designate the indemnitor's counsel.

Section 5. The corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, committee member or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee, committee member or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted and incurred in any such capacity, or arising out of the persons' status as such, whether or not the corporation would have the power to indemnify him against such liability under the provisions of this Article.

ARTICLE VI. FIRST BOARD OF DIRECTORS

The corporation shall be operated and managed by a Board of Directors. The names and addresses of the first board of directors are as follows:

NAME	ADDRESS
(90) Louis LOU BLAU	4580 Lucerne Lakes Boulevard Lake Worth, FL 33467
(90) Sheri SHERI BLOOMFIELD	4580 Lucerne Lakes Boulevard Lake Worth, FL 33467
CHRIS COOPER	4580 Lucerne Lakes Boulevard Lake Worth, FL 33467
Fe. J. J. J. JACK JASPER	4580 Lucerne Lakes Boulevard Lake Worth, FL 33467

DRB 10659 Pg 679

(45) Abraham
ABE GLICK

4580 Lucerne Lakes Boulevard
Lake Worth, FL 33467

(45) Robert Kirson
BOB KIRSON

4580 Lucerne Lakes Boulevard
Lake Worth, FL 33467

(45) Joseph
JOE SILVERMAN

4580 Lucerne Lakes Boulevard
Lake Worth, FL 33467

HITA SOKOLER

4580 Lucerne Lakes Boulevard
Lake Worth, FL 33467

Sapoznik (45)
AL SOPAGNIK

4580 Lucerne Lakes Boulevard
Lake Worth, FL 33467

The method of the election of directors shall be as stated in the Association's Bylaws. The Association shall never have any less than three directors.

ARTICLE VII. INCORPORATORS

The names and addresses of the incorporators to these articles are as follows:

NAME	ADDRESS
(45) Louis LOU BLAU	4580 Lucerne Lakes Boulevard Lake Worth, FL 33467
(45) Abraham ABE GLICK	4580 Lucerne Lakes Boulevard Lake Worth, FL 33467
(45) Joseph JOE SILVERMAN	4580 Lucerne Lakes Boulevard Lake Worth, FL 33467
(45) Shep SHEP BLOOMFIELD	4580 Lucerne Lakes Boulevard Lake Worth, FL 33467

IN WITNESS WHEREOF the undersigned incorporators have executed these articles of incorporation on the 11 day of October, 1997.

(45) [Signature]
Louis Blau, Incorporator

(45) [Signature]
Abraham Glick, Incorporator

(45) [Signature]
Joe Silverman, Incorporator

(45) [Signature]
Shep Bloomfield, Incorporator

FILED IN 19653 P. 688
T. WILSON, CLERK PB COUNTY, FL

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 17 day of October, 1997 by Lisa Klein, Abe Glick, Joe Silverman and Greg Bloomfield, Deponentes who are personally known to me or the laws produced as identification and who did take oath that the matters contained therein were true and correct.

Liliet Ruiz
Liliet Ruiz
Notary Public, State of Florida
Notary Number: [REDACTED]
By commission expires [REDACTED]

(NOTARY SEAL)

ACCEPTANCE OF APPOINTMENT
OF
REGISTERED AGENT



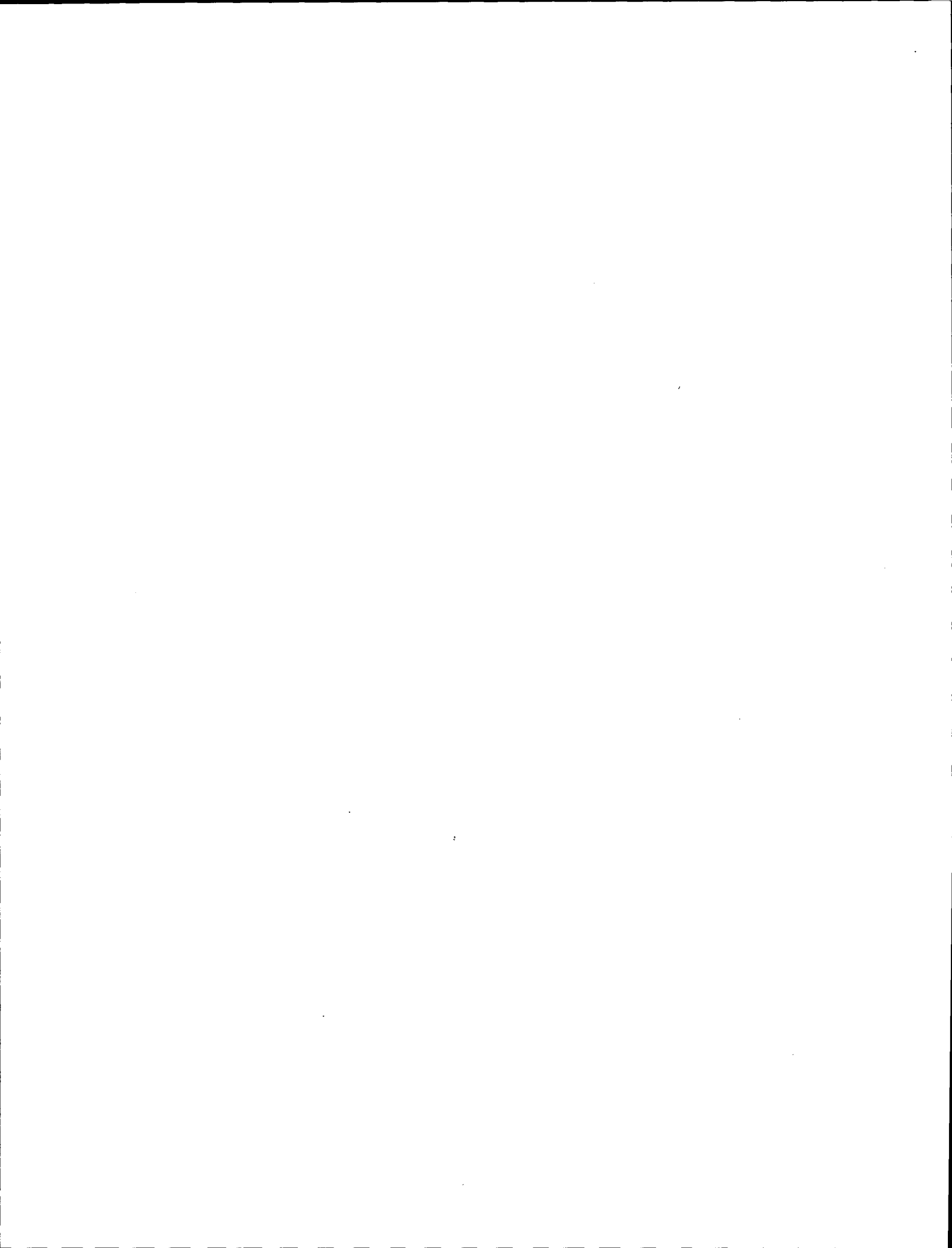
LILLET RUIZ
My Commission Expires Jul. 21, 2000
Bonded by \$100,000
900-429-1800

Pursuant to Chapter 617, Florida Statutes, having been named to accept service of process for LUCERNE POINTE RECREATION ASSOCIATION, INC., at the place designated in the certificate I hereby accept the designation to act in this capacity, and I am familiar with and accept the obligations of the position of registered agent and agree to comply with the provisions of Chapter 617, Florida Statutes, relative to keeping open said office.

Michael J. Gelfand
Michael J. Gelfand, Esquire

P:\00\12020902.AX

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
97 OCT 21 PM 12:09



**BYLAWS
OF
LUCERNE POINTE RECREATION ASSOCIATION, INC.**

**ARTICLE I
THE ASSOCIATION**

1. Lucerne Pointe Recreation Association, Inc. is a Florida not-for-profit corporation and a recreation association formed pursuant to Chapter 617 Fla. Stat.

1.1. Office. The Association's office shall be located at: 4580 Lucerne Lakes Boulevard, Lake Worth, Palm Beach County, Florida.

1.2. Seal. The Association's corporate seal shall bear the name of the corporation, and the words "Florida" and "Corporation Not-for-Profit".

1.3. Mutual Use Agreement. These Bylaws shall supersede the September 5, 1997 "Mutual Use Agreement" executed by Sunrise of Palm Beach Condominium Association, Inc. 1, Sunrise of Palm Beach Condominium Association, Inc., 2, and Fairway Club Property Owners Association, Inc.

**ARTICLE II
DEFINITIONS**

2. The definitions of terms below shall apply in these Bylaws, unless otherwise specifically stated herein:

2.1. "Association" shall mean Lucerne Pointe Recreation Association, Inc., a Florida not-for-profit corporation.

2.2. "Articles" shall mean the Association's Articles of Incorporation.

2.3. "Board" shall mean the Association's Board of Directors.

2.4. "Recreation Area" shall mean the lands, leaseholds and personal property owned by the Association as described in Exhibit "A".

2.5. "Documents" shall mean collectively the Association's Articles, these Bylaws, and the Association's Rules and Regulations, each as amended from time to time.

2.6. "Member" shall mean Sunrise of Palm Beach Condominium Association, Inc., 1, Sunrise of Palm Beach Condominium Association, Inc., 2, and Fairway Club Property Owners Association, Inc.

2.7. "Members Governing Documents" shall mean each Member's Declaration of Condominium or Covenants, Bylaws and Articles of Incorporation.

2.8. "Rules and Regulations" or "Rules" shall mean the Rules and Regulations adopted by the Board as amended from time to time.

2.9. "Unit Owner" shall mean owners of individual units or lots subject to one or more of the Members' Governing Documents.

ARTICLE III
MEMBERSHIP

3. Membership decision making procedures are as follows:

3.1. Decisions. Unless otherwise specified in these Bylaws or the Articles, decisions of the Members shall be by a majority of Members' votes in person at a meeting at which a quorum is present. Decisions may also be made by a majority of those holding members' votes in the form of a written consent. Each member shall appoint three delegates, each delegate shall hold one vote on any Association matter requiring a vote of members.

3.2. Voting. Each Member shall be entitled to three votes on any Association matter requiring a vote of the Members. Unless the Member's "governing documents" provide otherwise, each Member's board of directors shall appoint or elect three delegates who shall serve as both the voting members for that Member and the directors of the Board. The delegates' authority shall be confirmed by a written resolution provided by the Member and signed by the Member's corporate secretary.

3.2.1. Members may not utilize proxies.

3.2.2. Written ballots shall be used on particular issues only if requested by a majority of members present before voting begins, except as required by law or the Board of Directors.

3.3. Annual Meeting. The Association's Annual Meeting shall be held no less than every thirteen months. The meeting's purpose will be for officer elections by the Board, for officers to give reports to the Members, and to transact such other business as stated in the meeting's notice.

3.4. Special meetings. Special meetings of the Association may be called by the President or three-quarters of the Board.

3.5. Location. The Board shall determine the time and place of Association meetings.

3.6. Notice. Except in an emergency, written notices of Association meetings shall be provided to each Member not less than ten days nor more than sixty days before the date set for the meeting and posted at a conspicuous location within the Recreation Area at least forty-eight hours before the meeting time.

3.6.1. Notices shall state the place, day and hour of the meeting.

3.6.2. Special meeting notices shall state the purpose or purposes for which the meeting is called and no other business may be transacted at the special meeting.

3.6.3. Notice shall be deemed to have been given when provided personally or when deposited with postage prepaid in a post office or other official depository of the United States Postal Service, or transmitted by facsimile.

3.6.4. Meetings adjourned to another place or date because of a lack of a quorum or otherwise need not be further noticed if an announcement of the time and place of the adjourned meeting is given at the meeting so adjourned.

3.7. Quorum. At least a majority of the Board Members' must be present in person at an Association meeting before business may be conducted.

3.8. Agenda. The order of business at an Association meeting shall as far as practical be:

1. Call to Order.
2. Providing proof of notice, or waiver of notice.
3. Approval of any unapproved minutes.
4. Officers' reports.
5. Committee reports.
6. Unfinished business.
7. New business.
8. Adjournment.

3.9. Status of Members' Members. Each Member shall provide the Association a list of all the Member's members, their addresses and telephone numbers if available. To facilitate supervision of all Recreation Area facilities each Member shall also provide the Association a list of all authorized tenants and guests. Each Member has a duty to keep the Association advised of all member, tenant and guest changes.

ARTICLE IV BOARD OF DIRECTORS

4. The affairs of the Corporation shall be managed by a board of nine directors.

4.1. Selection.

4.1.1. Three Directors shall be members of Sunrise of Palm Beach Condominium Association, Inc., 1, three Directors shall be members of Sunrise of Palm Beach Condominium Association, Inc., 2, and three Directors shall be members of Fairway Club Property Owners Association, Inc. The three Directors from each Member shall also serve as that Member's voting delegates as described in Article IV.

4.1.2. At the first annual Association meeting, each Member's Board of Directors shall appoint three members of its association to serve on the Recreation Board.

4.2. Annual Meeting. The Board shall hold their annual meeting immediately after and at the same place as the Annual Association Meeting, or shall at that time set the time for their annual meeting to be held within ten days.

4.3. Regular Meetings. The Board may provide by resolution for regular meetings.

4.4. Special Meetings. The President or any two directors may call a special Board meeting limited to the purposes set forth in the notice.

4.5. Notice. Except in case of an emergency, directors shall be provided notice of any special meeting at least two days before the time set for the meeting.

4.5.1. Notice shall be deemed to have been given when deposited with postage prepaid in a post office or other official depository of the United States Postal Service, or

transmitted by telephone, facsimile, or other electronic means to the extent that the recipient has the equipment necessary to receive the notice.

4.5.2. Notices shall be sent to the addresses as shown on the records of the Corporation.

4.5.3. Except in case of an emergency, a copy of the notice shall be posted on a conspicuous place on the Recreation Area at least forty-eight hours before a meeting.

4.5.4. If assessments or the adoption of a regulation is to be considered, the notice must state the purpose of the proposed assessment or the nature of the proposed regulation.

4.6. Quorum. A majority of the actual number of directors excluding any vacancies must be present in person or by telephone (allowing each participant to hear all other participants) for the Board to conduct business.

4.7. Decisions. The decision of a majority of the Board voting at a meeting shall constitute the decision of the Association, unless otherwise required by the Documents.

4.8. Removal. Members may remove their directors at any time by a removal resolution approved by the Member and signed by the Member's corporate secretary. A removed director shall also be removed as the Member's voting delegate.

4.9. Vacancies. Any vacancy on the Board shall be filled by the Member's Board of Directors who appointed the director which is the source of the vacancy.

4.10. Compensation. Directors shall not be compensated for serving as directors.

ARTICLE V BOARD POWERS AND DUTIES

5. The Board shall have the powers and the duties necessary for the administration of the affairs of the Association and the Recreation Area and take acts, through the officers of the Association, the Board deems necessary to execute such powers, except such acts which by law or the Documents may not be delegated to the Board by the Members. Such powers and duties of the Board shall include, but shall not be limited to (except as expressly limited herein) the following:

5.1. Operating and maintaining the Recreation Area;

5.2. Determining the expenses required for the operation of the Recreation Area and the Association;

5.3. Collecting assessments from Members;

5.4. Employing and dismissing the personnel necessary for the maintenance and operation of the Recreation Area;

5.5. Adopting and amending rules and regulations concerning the details of the operation and use of the Recreation Area;

5.6. Maintaining accounts on behalf of the Association and designating the signatories required for disbursements;

5.7. Purchasing, leasing or otherwise acquiring property in the name of the Association or its designee;

5.8. Obtaining insurance for the Recreation Area and the Association, and its officers, directors, and agents;

5.9. Entering into contracts to further the health, education, and welfare of the Members and the community, including television signal and bulk rate cable television agreements.

5.10. Making repairs, additions and improvements to, or alterations of the Recreation Area in accordance with the Documents;

5.11. Enforcing obligations of the Members, allocating profits and expenses, and taking such other actions as shall be deemed necessary and proper to the sound management of the Recreation Area;

5.12. Levying fines against appropriate Members' unit owners, occupants and guests for violations of the Documents to the extent permitted by law;

5.13. Borrowing money on behalf of the Association when required in connection with the operation, care, upkeep and maintenance of the Recreation Area or the acquisition of property and granting mortgages on and/or security interests in Association property; provided, however, that the consent of the votes of at least two-thirds of the Members shall be required for the borrowing more than \$20,000.00 in the aggregate during any one fiscal year. If funds borrowed are not repaid by the Association, a Member who pays to the creditor such portion thereof as the Member's pro-rata share of the assessments bears to the share of all Members shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against or which will affect such Member's unit.

5.14. Contracting for the management and maintenance of the Recreation Area and authorizing a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collections of assessments, preparations of records, and enforcement of rules and maintenance, with funds that shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Documents and the law including but not limited to the making of assessments, promulgation of rules and execution of contracts on behalf of the Association;

5.15. Exercising all powers specifically set forth in the Documents, as provided by law, and all powers incidental thereto.

ARTICLE VI **OFFICERS**

6. The Board shall elect the Association's officers.

6.1. Duties. The officers shall consist of a president, vice president, secretary, and treasurer.

6.1.1. The president shall be the principal officer of the Association and shall supervise and control all of the business and affairs of the Corporation, having all such powers as may reasonably be construed as belonging to the chief executive of a not-for-profit corporation. The president shall preside at all Members' and Board meetings; however, the president may delegate the role of chairing a member's meeting.

6.1.2. The vice president shall perform the duties of the president in the absence of the president or in the event of the president's inability or refusal to act, and shall perform such duties that the president assigns.

6.1.3. The secretary shall keep the minutes and records of the Association in appropriate books, see that all notices are properly given, keep the seal of the Association and affix the seal to Association documents, keep a list of all Members and their mailing addresses and, in general, perform all duties incidental to the office of secretary and such other duties as may be assigned by the president or the Board.

6.1.4. The treasurer shall have charge and custody of and be responsible for all Association funds and securities and, in general, perform all the duties incidental to the office of treasurer and other duties as may be assigned by the president or Board.

6.2. Qualifications.

6.2.1. All officers must be directors.

6.2.2. Any two or more offices may be held by the same person except the president cannot simultaneously serve as either the vice-president or secretary.

6.3. Term. The officers shall be appointed annually by the Board at the Board's annual meeting and shall serve until a successor is elected and qualified, subject to earlier termination by removal or resignation.

6.4. Removal. Any officer may be removed from office at any time by the Board.

6.5. Vacancies. Vacancies may be filled by a majority of the Board.

6.6. Compensation. Officers shall not be compensated for serving as officers.

ARTICLE VII
COMMITTEES

7. The Board may establish committees. Except as provided herein, no committee may be the agent of the Association vis-a-vis third parties.

7.1. Committees. Committees may be formed, but the committees shall not exercise the authority of the Board in the management of the Corporation.

7.2. Members. A committee's chair may appoint the members of that committee unless the Board has chosen the committee's members. Unless the Board designates otherwise, the president shall be an ex officio non-voting member of each committee.

7.3. Records. The secretary will be responsible for keeping minutes of their committee's meetings and for transmitting the minutes to the secretary for retention as Association Official Records.

ARTICLE VIII
FISCAL MANAGEMENT

8. The provisions for fiscal management of the Association set forth in the Documents shall be supplemented by the following provisions:

8.1. Fiscal Year. The Association's fiscal year shall be the calendar year.

8.2. Depository. The Association's depository shall be an institution where the funds are insured against loss by an agency of the United States Government.

8.2.1. All monies are to be kept in accounts and instruments in the Association's name.

8.2.2. Withdrawal of monies shall be made only by checks signed by at least two persons authorized by the Board.

8.2.3. Monies may be invested in instruments guaranteed by the United States Government.

8.3. Budget. The Board shall at least annually prepare a budget for the Association which shall detail all the accounts and the anticipated items of expenses, including reserves, state the amount of assessments payable by Members and allocate and assess expenses among Members in accordance with the provisions of the Documents.

8.4. Reserves. The budget shall include reserve accounts for capital expenditures and deferred maintenance.

8.4.1. These accounts shall include but shall not be limited to: roofs, painting, pavement resurfacing, and all items whose estimated life span is greater than one year and whose purchase or replacement cost exceeds \$10,000.00.

8.4.2. The amount of reserves shall be computed by dividing the estimated replacement (or repair) cost of an item by the estimated remaining life of each reserve item.

8.4.3. Reserves shall not be required if a majority of the Members entitled to vote attending a members' meeting in person determine that the Association shall provide for no reserves or reserves less than otherwise adequate.

8.5. Special Assessment. The Board may revise the budget, or promulgate special assessments as deemed necessary.

8.6. Notice. A copy of the proposed budget shall be mailed to each Member not less than thirty days before the Board meeting at which the budget will be considered together with a notice of the meeting.

8.7. Meeting. If the Board adopts a budget or revised budget requiring assessments exceeding 115% of the assessments of the preceding year, then the Association shall call a Members' meeting within thirty days of the adoption of the budget or revised budget. At the special meeting the Board shall consider and adopt a budget by the votes of a majority of those Board members entitled to vote attending the meeting. In determining the 115% amount, there shall be excluded from the computation: reserves, amounts levied for expenses which are not anticipated to be incurred on a regular or annual basis, and improvements and expenses which are unique to specific units.

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8.8. Assessments. Assessments shall be payable in equal installments in advance on the first day of each month, or as determined by the Board. Each Member shall be responsible to collect from its members the funds necessary to satisfy the assessment.

8.8.1. If a regular annual assessment is not made as required, an assessment shall be automatically deemed made in the amount of the last assessment and shall be due in the same installments as the last assessment.

8.8.2. If an annual assessment is insufficient, then the Board may:

8.8.2.1. Amend the budget at any time and for which the increased amounts of assessment shall be due in as many equal installments as there are installments remaining due in that fiscal year, or the increase shall be due as otherwise determined by the Board.

8.8.2.2. Levy a special assessment to be payable as determined by the Board.

8.9. Assessment Allocation. Assessments shall be allocated by adding the total square footage of Members' residential dwelling units and then dividing the individual Member's total square footage by the overall total square footage. The present square footage totals for the Members is as follows:

8.9.1. Sunrise of Palm Beach Condominium Association, Inc., 1: 230,547.6 square feet. 23,5637

8.9.2. Sunrise of Palm Beach Condominium Association, Inc., 2: 472,632.0 square feet. 48,3065

8.9.3. Fairway Club Property Owners Association, Inc.: 275,223.5 square feet. 28,129.9.
978,403.1

If additional residential dwelling units are constructed and owners are granted a right of access to the Recreation Area, then the allocation will be adjusted to account for the new residential dwelling units pursuant to the formula.

8.10. Personal Obligation. Each Member is personally liable for the assessment levied against that Member. The liability for assessments may not be waived.

8.11. Effect of Non-Payment of Assessment. If any assessment or assessment installment is not paid and received by the Association within ten days of the due date, then such assessment shall become immediately delinquent. The Association shall have all remedies provided by law.

ARTICLE IX
GENERAL REQUIREMENTS

9. The use of any portion of the Recreation Area shall be subject to the following:

9.1. **Family Use.** There shall be no commercial or business use of any portion of the Recreation Area including convalescing or custodial care; however, the Association may maintain a maintenance and business office on the Recreation Area.

9.2. **Nuisances.** Members, Members' members, their tenants, guests and invitees shall not create or allow any nuisance upon the Recreation Area, create or allow any conduct which is detrimental to any part of the Recreation Area, or create or allow anything which will interfere with the rights, comfort or convenience of other Members' members, their families, guests and invitees. No Member, Member's member, tenant, guest or invitee shall create or allow any act or omission which will cause any insurance policy concerning any portion of the Recreation Area to be canceled, or the premium to be increased.

9.3. **Parking.** Vehicles may park upon the Recreation Area only in areas designated by the Association. Unapproved vehicles or other vehicles violating these provisions may be towed by the Association or its designee. Parking spaces are for the exclusive use of the Members' members, their families, tenants, guests, and invitees. The use of parking spaces by any other person may be prohibited by the Association. The Association may designate certain parking areas for certain vehicle classes, including but not limited to sport utility vehicles.

9.3.1. No travel trailer, mobile or motor home, recreational vehicle or tent, shall at any time be permitted upon the Recreation Area, except for visitors' and guests' recreational vehicles for which the Board may authorize temporary parking in a designated area. The phrase "recreational vehicle" shall mean every licensed vehicle and conveyance designed, used or maintained primarily as a travel trailer, motor home, camper, boat and boat trailer or other similar use. This shall not prohibit the temporary parking of such vehicle for loading or unloading purposes.

9.3.2. No commercial vehicle shall be parked overnight upon the Recreation Area unless it is employed in: the construction of new residential dwellings; the repair of any improvements on the site; or, for no longer than four hours, the delivery of services or items to a residential dwelling.

9.4. **Roads.** Use of the driving surfaces on the Recreation Area shall be regulated by the Association. Unless otherwise specified, the speed limit shall not exceed ten miles per hour.

9.5. **Signs.** No signs may be displayed upon the Recreation Area, except for those approved by the Association.

9.6. **Pets.** No pets shall be allowed upon the Recreation Area.

9.7. **Additional Rules and Regulations.** The Board may establish such additional rules and regulations as may be deemed to be for the best interests of the Association and its Members.

**ARTICLE X
INSURANCE**

10. The Association shall maintain a policy for 100% of the current replacement cost of the Recreation Area improvements, if reasonably available.

10.1. Inclusions. The coverage shall include the following:

10.1.1. Loss or damage by fire or other hazards covered by standard extended coverage endorsements;

10.1.2. All other perils customarily covered for similar types of projects, including those covered by standard "all risk" endorsements;

10.1.3. Agreed Amount and Inflation Guard Endorsement, when it can be obtained;

10.1.4. Demolition Cost Endorsements, Contingent Liability from Operation of Building Laws Endorsement, and Increased Cost of Construction Endorsement;

10.1.5. Steam Boiler Endorsement, if applicable, providing at least \$50,000.00 coverage for each accident at each location;

10.1.6. A standard mortgagee clause naming, when appropriate, the FNMA or the services for mortgages held by FNMA; and,

10.2. Waivers. When appropriate and possible, the policies shall waive the insurer's right to:

10.2.1. Subrogation against the Association, Members and Members' members as a group;

10.2.2. Any pro-rata clause that reserves to the insurer the right to pay only a fraction of any loss if other insurance carriers have issued coverage upon the same risk; and

10.2.3. Avoid liability for a loss that is caused by an act of the Board, or by a member of the Board, or by one or more Members.

10.3. Additional Terms. In addition, the policies shall provide that:

10.3.1. Any Insurance Trust Agreement will be recognized;

10.3.2. The policy shall be primary, even if a Member has other insurance that covers the same loss; and,

10.3.3. The named insured shall be the Association for the use and benefit of the Members. The "loss" clause should show the Association as the trustee for each Member and each Member's mortgagee.

10.4. Public Liability Coverage. The Association shall obtain comprehensive general liability coverage insuring the Association against any and all claims and demands made by any

person or persons for injuries received in connection with the operation and maintenance of the Common Areas and improvements located thereon, or for any other risk insured against by such policies which the Association in its sole discretion, determines to insure against.

10.4.1. Each policy purchased by the Association shall have limits of not less than \$1,000,000.00 covering all claims for personal injury and property damage arising out of a single occurrence.

10.4.2. The liability coverage shall include protection against liability for non-owned and hired automobiles, and liability of hazards related to usage. In addition, the coverage shall include protection against liability that results from actions related to employment contracts in which the Association is a party.

10.4.3. All such policies will name the Association as the insured party.

10.5. Additional Insurance. The Association shall have authority to purchase other insurance policies, including but not limited to officers and directors insurance.

10.6. Bond. The Association shall obtain fidelity bonds as required by law covering officers, directors, employees and other persons who handle or who are responsible for handling Association funds.

10.7. Qualifications. All insurance shall be issued by a company authorized to do business in the State of Florida.

10.8. Insured. The named insured shall be the Association individually and as trustee for the Members covered by the policy without naming them, and shall include Institutional First Mortgagees for units covered by the policy whether or not the mortgagees are named.

10.9. Premiums. Premiums on policies purchased by the Association shall be paid as an Association expense. However, if the amount of a premium is increased because of the actions or inactions of a Member, a Member's member's family, tenant, guest, or invitee, then the Member shall be liable for the amount of such increase, and the additional cost shall be collectable and enforced as if the cost were an assessment against the Member.

ARTICLE XI ENFORCEMENT

11. Enforcement of any provision of the Documents shall be by a proceeding at law or in equity against any person or persons violating or attempting to violate any provision.

11.1. Remedies. Proceedings may seek, but are not limited to seek, injunctions, declarations, damages, and all other remedies available at law, equity or otherwise.

11.2. No Waiver. Failure of the Association or any Member to enforce any covenant or restriction contained in the Documents shall in no event be deemed a waiver of the right to do so thereafter.

11.3. Litigation. The prevailing party in any litigation or other enforcement proceeding concerning the Documents shall be entitled to recover all reasonable attorney's fees and all reasonably incurred litigation costs.

11.4. **Fining.** In addition to all other remedies in the sole discretion of the Board as provided by law a fine or fines may be imposed upon Members' members, their family, tenants, guests, invitees and employees for failure of the member, the member's family, tenants, guests, invitees, or employees to comply with any covenant, restrictions, rule or regulation contained herein or promulgated pursuant hereto provided the following procedures are adhered to:

11.4.1. **Notice:** The Association shall notify the member of the infraction or infractions and fine(s). Included in the notice shall be a statement that the member may request in writing a hearing at the next directors' meeting at which time the Member shall be afforded the opportunity to present reasons why a fine or fines should not be imposed.

11.4.2. **Hearing:** If requested by a member, the matter of noncompliance shall be presented to the Board. At such meeting of the Board the Board shall hear reasons why penalties should not be imposed. A written decision of the Board shall be furnished to the member no later than twenty-one days after the conclusion of the said meeting of the Board. The Board's decision shall be final, dispositive and enforceable in a court of law.

11.4.3. **Penalties:** For each noncompliance or violation, the Board may impose reasonable special assessments and fines against members and their units.

11.4.4. **Payment of Fines:** Fines shall be paid no later than thirty days after notice of the imposition or assessment thereof.

11.4.5. **Collection of Fines:** Fines shall be treated as an assessment otherwise due to the Association unless otherwise required by law.

11.4.6. **Nonexclusive Remedy:** The imposition of fines pursuant hereto shall not be construed to be an exclusive right or remedy, and the right to impose such fines shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled.

ARTICLE XII **AMENDMENTS**

12. These Bylaws may be amended or repealed by the consent of those holding seventy-five percent of the Recreation Board of Directors' votes.

12.1. Amendments shall be effective when recorded in the Public Records of Palm Beach County, Florida.

12.2. Amendments shall be recorded with a certificate referencing the recording information of this instrument and the Recreation Area's legal description.

12.3. Notwithstanding the foregoing, no amendment may change the percentage of votes required to alter the assessment allocation formula except when adding additional property pursuant to Article 8.9, above.

ARTICLE XIII
MISCELLANEOUS

13. The following provisions shall also apply to the Association, Members, Members' members, their tenants, guests and invitees:

13.1. Notices. Any notice required to be provided to any person pursuant to these Bylaws, the Articles, or the Rules and Regulations shall be deemed to have been provided if at the time mailed, certified return receipt requested, postage pre-paid, to the last known address of the person as the address appears on the records of the Association at the time of such mailing. Notice may be provided by additional means.

13.2. Severability. Invalidation of any one of these covenants or restrictions shall in no way affect any other provision hereof, which shall remain in full force and effect.

13.3. Indemnification. The Association shall indemnify any Association director, officer, employee, or agent ("Indemnitee") who was or is made a party or is threatened to be made a party to any threatened, pending or contemplated claim, action, suit, arbitration or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that the Indemnitee is or was serving the Association, unless the Indemnitee admits or is adjudged to be either guilty of a crime or liable for a violation of public policy, gross negligence, willful malfeasance or intentional misconduct in the performance of a duty owed to the Association.

13.3.1. An Indemnitee may not enter into a settlement by or on behalf of the Association without the Association's prior written authorization and approval. The termination of any action, suit or proceeding by judgment, order, settlement, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person committed a crime, violated public policy or engaged in gross negligence, willful malfeasance or intentional misconduct in the performance of a duty owed to the Association.

13.3.2. To qualify for indemnification, an Indemnitee must cooperate completely with the Association in connection with all matters concerning any claim, action, suit, arbitration, or proceeding, whether pending, threatened, or contemplated. An Indemnitee has the continuing obligation to promptly and thoroughly notify the Association of any claim, action, suit, action, or proceeding whether pending, threatened, or contemplated against such person.

13.3.3. Indemnification shall be made for expenses, including attorneys' fees, actually and reasonably incurred by him or her in connection with the defense, notwithstanding that the Indemnitee has not been successful, on the merits or otherwise, on any other claim, issue, or matter in any such claim, action, suit, or proceeding. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association from time to time as incurred rather than only after the final disposition of such action, suit or proceeding. The Association shall have the power and authority to approve counsel retained and all expenditures.

13.3.4. Indemnification shall occur unless: (1) the Indemnitee admits either guilt for a crime or liability for a violation of public policy, gross negligence, willful malfeasance or intentional misconduct, or (2) a Court in which such action or suit was brought determines upon application that the Indemnitee committed a crime or engaged in gross negligence, willful malfeasance or intentional misconduct in the performance of a duty to the Association. Indemnification shall not include indemnification for any action of an

Indemnitee for which indemnification is deemed by a Court to be against public policy. In the event that indemnification provided under this Article is deemed by a Court to be against public policy, such an event shall not invalidate or affect any other right of indemnification herein provided.

13.3.5. This indemnification shall not be exclusive of any other right to which an Indemnitee may be entitled under any statute, the Association's By-Laws, agreement, vote of members or disinterested directors, or otherwise, both as to actions in their official capacities and as to actions in another capacity while holding such offices or positions. Indemnification shall continue as to a person who has ceased to be an Indemnitee and shall inure to the benefit of the heirs, executors and administrators of such a person.

13.3.6. The Association shall have the power, but shall not be obligated, to purchase and maintain indemnification insurance to provide coverage for any guilt or liability asserted against an Indemnitee in any of his or her capacities as described in this Article, whether or not the Association would have the power to indemnify him or her under this Article.

13.4. Captions. The captions herein are inserted only as a matter of convenience and for reference and do not define or limit the scope or intent of any provision.

DATED this 20th day of March, 1998.

Signed, sealed and delivered
in the presence of:

Ellen Bachman

Print Name:

Print Name:

Ellen Bachman

Print Name:

Print Name:

Ellen Bachman

Print Name:

Print Name:

Ellen Bachman

Print Name:

Sunrise of Palm Beach Condominium Association,
Inc., 1

Louis Blau
Louis Blau, President

Sunrise of Palm Beach Condominium Association,
Inc., 2

Joseph Silverman
Joseph Silverman, President

Fairway Club Property Owners Association, Inc.

Shepard Bloomfield
Shepard Bloomfield, President

Lucerne Pointe Recreation Association, Inc.

Louis Blau
Louis Blau, Director

Print Name:

Ellen Bachman

Print Name:

Shepard Bloomfield
Shepard Bloomfield, Director

Print Name:

Ellen Bachman

Print Name:

Bernard Goldberg
Bernard Goldberg, Director

Print Name:

Ellen Bachman

Print Name:

Jack Fasberg
Jack Fasberg, Director

Print Name:

Ellen Bachman

Print Name:

Abraham Glick
Abraham Glick, Director

Print Name:

Ellen Bachman

Print Name:

Robert Kirson
Robert Kirson, Director

Print Name:

Ellen Bachman

Print Name:

Joseph Silverman
Joseph Silverman, Director

Print Name:

Ellen Bachman

Print Name:

Harvey Bressler
Harvey Bressler, Director

Print Name:

Ellen Bachman

Print Name:

Hymann Bass
Hymann Bass, Director

Print Name:

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