

MEADOWLAND DEVELOPMENT
P.O. Box 83-2052
Del Ray Bch, Fl. 33483

JAN-14-1993 11:43am 93-011744

ORB 7553 Pg 290

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FIRST AMENDMENT
TO THE
DECLARATION OF COVENANTS
FOR
LAKE WELLINGTON ESTATES HOMEOWNER ASSOCIATION, INC.

THIS AMENDMENT is made and executed this 5 day of JANUARY, 1993 by MEADOWLAND DEVELOPMENT CORP., a Florida corporation, (hereinafter referred to as the "Declarant") and LAKE WELLINGTON ESTATES HOMEOWNER ASSOCIATION, INC., a Florida corporation not-for-profit (hereinafter referred to as the "Association").

WHEREAS, Wilshire Corporation, a Delaware corporation executed that certain Declaration of Covenants for Lake Wellington Estates, which was recorded in Official Record Book 6471, Page 323, Public Records of Palm Beach County, Florida (hereinafter referred to as the "Declaration") and

WHEREAS, the Declarant has succeeded to the interest of Wilshire Corporation in the entire Properties, and as the sole Owner has elected to amend the Declaration under Article XII, Section 3 thereof, and

WHEREAS, the Declarant intends to replat the Properties to create one hundred and eight (108) single family lots; and

WHEREAS, the Declarant intends to amend the Declaration for the purpose of changing the name of the Association from "Lake Wellington Estates Homeowner Association, Inc." to "Monterey on the Lake Homeowners' Association, Inc."; and

WHEREAS, Declarant desires to amend the Declaration for the purpose of making it consistent with the requirements, standards and guidelines of FNMA, FHLMC, VA and FHA;

NOW, THEREFORE, pursuant to Article XII, Section 3 of the Declaration, the Declarant, joined by the Association, does hereby amend the Declaration as follows:

1. Article I, entitled "DEFINITIONS", is hereby amended by substituting the following provisions for existing provisions as indicated:

Section 1. "Association" shall mean and refer to MONTEREY ON THE LAKE HOMEOWNERS' ASSOCIATION, INC., its successors and assigns.

Section 4. "Unit" shall mean each of the one hundred and eight (108) platted residential lots shown on the plat of "Monterey on the Lake" as recorded in Plat Book 70, Pages 14 through 19, Public Records of Palm Beach County, Florida, being a replat of "Lake Wellington Estates" as recorded in Plat Book 63, Pages 13 and 19, Public Records of Palm Beach County, Florida, and the dwelling and all improvements constructed thereon. No re-subdivision of a Unit shall be permitted other than pursuant to a recorded replat of the Unit, and any alienation, transfer, demise, sale or lease must be of an entire Unit.

Section 5. "Declarant" shall mean and refer to Meadowland Development Corp., a Florida corporation, its successors and assigns as developer of the Properties.

Section 9. "Plat" shall mean and refer to the plat of "Monterey on the Lake", as recorded in Plat Book 70, Pages 14 through 19, Public Records of Palm Beach County, Florida, being a replat of "Lake Wellington Estates", recorded in Plat Book 63, Pages 18 and 19, Public Records of Palm Beach County, Florida.

2. Article II, entitled "ANNEXATION, WITHDRAWAL, VACATING AND DISSOLUTION", is hereby amended by adding the following Section 6:

Section 6. HUD/VA Approval. So long as there is a Class B Membership, (a) the annexation of additional property (b) the dedication of Common Area by the Association; and (c) the amendment of this Declaration, shall require the approval of HUD/VA.

3. Article IV entitled "MEMBERSHIP AND VOTING RIGHTS", is amended by deleting the subparagraph of Section 2 entitled "CLASS B" in its entirety and replacing it with the following subparagraph:

CLASS B: The Class B Member shall be the Declarant. The Class B member shall be entitled to (3) votes for each lot in which it holds the interest required for membership in the Association. The Class B member shall be entitled to elect a majority of the Board of Directors of the Association provided that the Class B membership shall cease and be converted to Class A membership upon the first to occur of any of the following:

A. The arrival of December 31, 1994;

B. When 75% of the Units with dwellings thereon have been closed upon and conveyed to purchasers thereof; or

C. Thirty (30) days after Declarant elects to terminate the Class B membership; whereupon the Class A members shall assume control of the Association and elect a Board of Directors.

4. Article XII, Section 3 is deleted in its entirety and replaced with the following:

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years each. Subject to the approval required below, this Declaration may be amended at any time and from time to time upon the execution and recordation of an instrument executed by Owners who are entitled to vote not less than two-thirds (2/3) of all votes of the Association, or by the President and Secretary of the Association certifying the amendment was approved by holders of not less than two-thirds (2/3) of all votes of the Association at a duly constituted meeting of the Association, PROVIDED that if the amendment

would affect the interest of the Declarant as the Owner of one (1) or more Units within the Properties, such amendment shall require the written consent of the Declarant. Further, so long as the Class B membership exists, the Declaration may be amended at any time and from time to time by an instrument executed solely by the Declarant, but any amendment of the Declaration shall require the approval of HUD/VA. Notwithstanding the foregoing, no amendment shall alter the subordination provisions of this Declaration without the prior approval of any mortgagee enjoying such protection.

5. A new Section 3 is added to Article III as follows:

Section 3. Consent to Mortgage. The Common Area may not be mortgaged or conveyed by the Association without the consent of holders of at least two-thirds (2/3) of Class A votes.

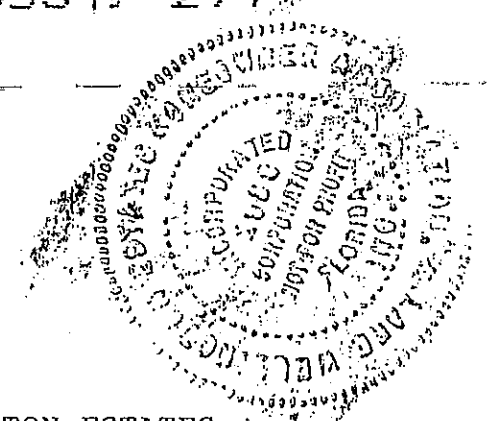
IN WITNESS WHEREOF, Declarant and Association have caused these presents to be executed in their names, the day and year first above written.

MEADOWLAND DEVELOPMENT CORP., a Florida corporation

Chris R. Threlkeld BY: William R. Seach
William R. Seach, Vice President

ATTEST:
BY: Marilyn A. Seach
Secretary





LAKE WELLINGTON ESTATES
HOMEOWNER ASSOCIATION., INC.
a Florida corporation not-
for-profit

Chris [Signature]

BY: William R. Seach
William R. Seach, Vice President

ATTEST:

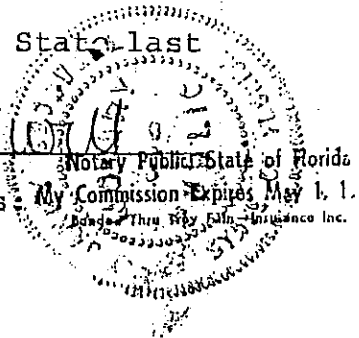
BY: Marilyn G. Seach
Marilyn G. Seach, Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, personally appeared William R. Seach and Marilyn G. Seach, well known to me to be the Vice President and Secretary, respectively of MEADOWLAND DEVELOPMENT CORP., 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 corporate seal affixed thereto is the true corporate seal of said corporation. They are personally known to me and did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 5 day of January, 1993

Janet Goodlin
NOTARY PUBLIC
My commission expires



ORB 7553 Pg 295

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

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, personally
appeared William R. Seach and Marilyn G. Seach
well known to me to be the Vice President and Secretary,
respectively of LAKE WELLINGTON ESTATES HOMEOWNER ASSOCIATION,
INC., a Florida not-for-profit corporation, and that they severally
acknowledged executing the same freely and voluntarily under
authority duly vested in them by said corporation and that the
corporate seal affixed thereto is the true corporate seal of said
corporation. They are personally known to me and did not take an
oath.

WITNESS my hand and official seal in the County and State last
aforesaid this 5 day of January, 1993.

Janet Goodwill

NOTARY PUBLIC

My commission expires May 1, 1994
Notary Public, State of Florida
Bondered Thru Troy Fain - Insurance Inc.

MEADOWLAND DEVELOPMENT
P.O. Box 83-2052
DeL Ray Bch. FL 33483

JAN-14-1993 11:43am 93-011745
ORB 7553 Pg 296

ARTICLES OF AMENDMENT
to
ARTICLES OF INCORPORATION
of

LAKE WELLINGTON ESTATES HOMEOWNER ASSOCIATION, INC.
a Florida Corporation Not-for-Profit

Pursuant to the provisions of section 617.1006, Florida Statutes, the undersigned corporation adopts the following articles of amendment to its articles of incorporation.

FIRST: Amendment(s) adopted: Original copy of First Amendment to the Articles of Incorporation is attached.

SECOND: The date of adoption of the amendment(s) was: 1-5-93

THIRD: Adoption of Amendment (CHECK ONE)

The amendment(s) was(were) adopted by the members and the number of votes cast for the amendment was sufficient for approval.

There are no members or members entitled to vote on the amendment. The amendment(s) was(were) adopted by the board of directors.

Dated JANUARY 5, 1993 LAKE WELLINGTON ESTATES HOMEOWNER ASSOCIATION, INC.
A Florida Corporation not-for-profit

BY William R. Seach
(Chairman, Vice Chairman, President or other officer)

William R. Seach
Typed or printed name

Vice President
Title

FIRST AMENDMENT TO THE
ARTICLES OF INCORPORATION
OF
LAKE WELLINGTON ESTATES HOMEOWNERS ASSOCIATION, INC.
a Florida Corporation Not-for-Profit

The Articles of Incorporation of LAKE WELLINGTON ESTATES HOMEOWNER ASSOCIATION, INC. (the "Articles") are hereby amended as follows:

1. ARTICLE I is hereby amended as follows:

The name of the corporation is MONTEREY ON THE LAKE HOMEOWNERS' ASSOCIATION, INC., hereinafter called the "Association".

2. ARTICLE II is hereby amended as follows:

The street address of the Registered Office of the Association is 1220 South Ocean Boulevard, Delray Beach, Florida 33485, and the name of the Registered Agent is William R. Seach.

3. The Subsection entitled "Class B" under ARTICLE VII is hereby deleted in its entirety and replaced with the following Subsection:

CLASS B

The Class B member shall be the Declarant. The Class B member shall be entitled to three (3) votes for each Unit owned; however, the Class B membership shall cease and be converted to Class A membership upon the first to occur of any of the following events:

1. The arrival of December 31, 1994;

2. When 75% of the Dwelling Units have been closed upon and conveyed to purchasers thereof; or

3. Thirty (30) days after the Declarant elects to terminate the Class B membership;

Whereupon the Class A members shall assume control of the Association and elect a Board of Directors.

4. ARTICLE X entitled "AMENDMENTS" is hereby deleted in its entirety and replaced with the following:

1. NOTICE. Notice of the subject matter of a proposed amendment to these Articles of Incorporation shall be included in the notice of any meeting at which the proposed amendment is to be considered.

2. ADOPTION. Except as otherwise required by law resolution for the adoption of a proposed amendment to these Articles of Incorporation may be proposed either by a majority of the Board of Directors or by not less than one-third (1/3) of the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing providing the approval is delivered to the Secretary at or prior to the meeting. The approval of any amendment permitted to be made to these Articles of Incorporation must be:

(a) By not less than 66 2/3% of the votes of all of the members of the Association represented at a meeting at which a quorum thereof has been attained and by not less than 66 2/3% of the entire Board of Directors; or

(b) After control of the Association is turned over to Owners other than the Declarant, by not less than 66 2/3% of the votes of all of the members of the Association represented at a meeting at which a quorum has been attained.

3. DECLARANT. During the period that the Declarant retains control of the Association, the Declarant may amend these Articles consistent with the provisions of the ~~Declaration~~ allowing certain amendments to be effected by the Declarant.

5. ARTICLE VIII entitled "BOARD OF DIRECTORS" is hereby amended to replace the first Board of Directors and shall read as follows:

| <u>NAME</u> | <u>ADDRESS</u> |
|------------------|--|
| David R. Seach | 1220 South Ocean Blvd. Delray Beach, FL 33483 |
| William R. Seach | 1220 South Ocean Blvd. Delray Beach, FL 33483 |
| Marilyn G. Seach | 1220 South Ocean Blvd. Delray Beach, FL 33483 |

6. ARTICLE XII entitled "OFFICERS" is hereby amended to replace the first Officers and shall read as follows:

| <u>NAME</u> | <u>ADDRESS</u> |
|---|--|
| President: David R. Seach | 1220 South Ocean Blvd. Delray Beach, FL 33483 |
| Vice President: William R. Seach | 1220 South Ocean Blvd. Delray Beach, FL 33483 |
| Secretary/ Treasurer: Marilyn G. Seach | 1220 South Ocean Blvd. Delray Beach, FL 33483 |

7. Article XVI is amended to add at the end thereof the following:

"Upon dissolution, the assets of the Association shall

be dedicated to a public body or conveyed to a not-for-profit corporation with similar purposes as the Association."

8. The following ARTICLE XVII entitled "MISCELLANEOUS PROVISIONS" is hereby added to the Articles:

ARTICLE XVII
MISCELLANEOUS PROVISIONS

1. The annexation of additional properties, merger or consolidation of the Association, the mortgaging of Common Area and the dissolution and amendment of these Articles requires the prior approval of HUD/VA so long as there is a Class "B" membership.

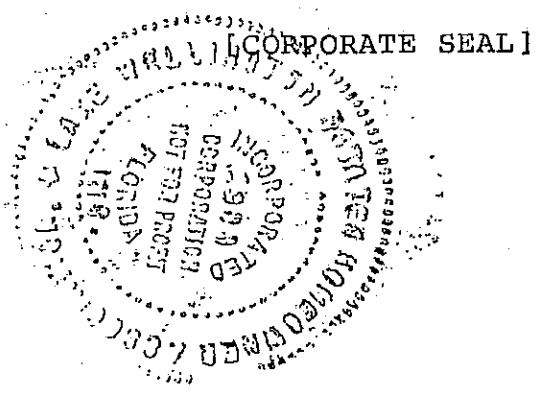
IN WITNESS WHEREOF, the undersigned Vice President and Secretary of this corporation have executed these Articles of Amendment this 5TH day of JANUARY, 1993.

LAKE WELLINGTON ESTATES
HOMEOWNER ASSOCIATION, INC.,
a Florida corporation
not-for-profit.

[Handwritten signature]

BY: William R. Seach
William R. Seach, Vice President

ATTEST:
BY: Marilyn G. Seach
Marilyn G. Seach, Secretary



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

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, personally appeared William R. Seach and Marilyn G. Seach well known to me to be the Vice President and Secretary, respectively of LAKE WELLINGTON ESTATES HOMEOWNER ASSOCIATION, INC., a Florida not-for-profit corporation and that they severally acknowledged executing the same freely and voluntarily under authority duly vested in them by said corporation and that the corporate seal affixed thereto is the true corporate seal of said corporation. They are personally known to me and did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 5 day of January, 1993.

Janet Goodwin
NOTARY PUBLIC
My commission expires: May 1, 1993

Notary Public, State of Florida
My Commission Expires May 1, 1993
Bonded Thru Troy Fahn - Insurance Inc.

MEADOWLAND DEVELOPMENT
P.O. Box 83-2052
DELRAY BCH. FL 33483

JAN-14-1993 11:43am 93-011746

ORB 7553 Pg 302

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FIRST AMENDMENT TO THE BY-LAWS
OF

LAKE WELLINGTON ESTATES HOMEOWNER ASSOCIATION, INC.
a Florida Corporation Not-for-Profit

The By-Laws of Lake Wellington Estates Homeowner Association, Inc. (the "By-Laws") are hereby amended as follows:

1. Article I entitled "NAME AND LOCATION" is hereby deleted and replaced by amending the following:

The name of the corporation is MONTEREY ON THE LAKE HOMEOWNERS' ASSOCIATION, INC., hereinafter referred to as the "Association". The principal address of the corporation shall be 1220 South Ocean Boulevard, Delray Beach, Florida 33483 but meetings of members and Directors may be held at such places within the State of Florida, as may be designated by the Board of Directors.

2. Article XIV entitled "AMENDMENTS" is hereby amended by adding the following Section 3:

Section 3. HUD/VA APPROVAL. Anything to the contrary herein notwithstanding, HUD/VA has the right to veto any amendments to these By-Laws so long as there is a Class B Membership.

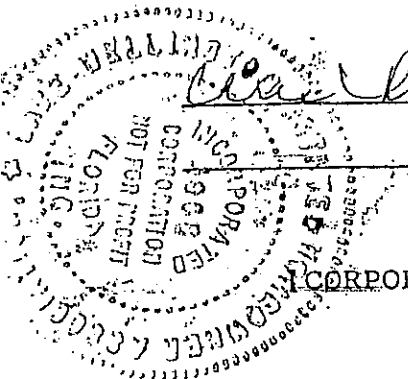
3. Article XIII shall be modified to reflect the change in the name of the Association.

IN WITNESS WHEREOF, the undersigned Vice President and Secretary of this corporation have executed this First Amendment to By-Laws and

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

have caused the corporate seal of this Corporation to be affixed to
this instrument this 5TH day of JANUARY, 1993

LAKE WELLINGTON ESTATES HOMEOWNER
ASSOCIATION, INC., a Florida
corporation not-for-profit



William R. Seach

BY: William R. Seach
William R. Seach, Vice President

ATTEST:
BY: Marilyn G. Seach
Marilyn G. Seach, Secretary

[CORPORATE SEAL]

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, personally
appeared William R. Seach and Marilyn G. Seach,
well known to me to be the Vice President and Secretary,
respectively of LAKE WELLINGTON ESTATES HOMEOWNER ASSOCIATION,
INC., a Florida not-for-profit corporation and that they severally
acknowledged executing the same freely and voluntarily under
authority duly vested in them by said corporation and that the
corporate seal affixed thereto is the true corporate seal of said
corporation. They are personally known to me and did not take an
oath.

WITNESS my hand and official seal in the County and State last
aforesaid this 5 day of January, 1993

Janet Goodwin
NOTARY PUBLIC

My commission expires: 5/1/94
Notary Public, State of Florida

My Commission Expires May 1, 1994

Bonded Thru Troy Fahn - Insurance Inc.

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FOR
LAKE WELLINGTON ESTATES HOMEOWNER ASSOCIATION, INC.

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DECLARATION OF COVENANTS

FOR

LAKE WELLINGTON ESTATES HOMEOWNER ASSOCIATION, INC.

THIS DECLARATION, made by WILSHIRE CORPORATION, a Delaware corporation, hereinafter referred to as "Declarant";

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain property in Palm Beach County, Florida, more particularly described in EXHIBIT A affixed hereto and made a part hereof, and is desirous of subjecting such real property to the covenants, conditions and restrictions hereinafter set forth, each and all of which are for the benefit of such property and each present and future owner and shall apply to and bind every present and future owner of said property and their heirs, successors and assigns; and,

NOW, THEREFORE, Declarant hereby declares that the real property described in EXHIBIT A is and shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth:

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to LAKE WELLINGTON ESTATES HOMEOWNER ASSOCIATION, INC., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Unit including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property described in EXHIBIT A affixed hereto and made a part hereof, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Unit" shall mean each of the platted residential lots as shown on the Plat and the dwelling and all improvements constructed thereon. No resubdivision of a Unit shall be permitted, and no alienation, transfer, demise, sale or lease of a portion of a Unit shall be permitted. Any such alienation, transfer, demise, sale or lease must be of an entire Unit.

Section 5. "Declarant" shall mean and refer to Wilshire Corporation, a Delaware corporation, its specific successors and assigns as set forth in ARTICLE XI hereof.

PREPARED BY:

Jeffrey D. Kneen, Esq.
Levy, Kneen, Boyes, Wiener,
Goldstein & Kornfeld, P.A.
Suite 1000,
1400 Centrepark Boulevard
West Palm Beach, Florida 33401
Telephone: (407) 478-4700

Section 6. "Articles and By-Laws". It is intended that Articles of Incorporation for the Association be filed with the Florida Secretary of State, substantially in the form attached hereto as EXHIBIT B, and By-Laws for the Association be adopted substantially in the form attached hereto as EXHIBIT C.

Section 7. "Public Records" shall mean the public records of Palm Beach County, Florida, as recorded in the Clerk of the Circuit Court's office thereof.

Section 8. "Institutional Mortgagee" shall mean a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension fund, an agency of the United States Government, a mortgage banker, any other lender generally recognized as an institutional-type lender, or developer, holding a mortgage on a unit.

Section 9. "Plat" shall mean and refer to the plat of "Lake Wellington Estates" recorded in Plat Book 63, Pages 18 & 19, Public Records of Palm Beach County, Florida.

ARTICLE II

ANNEXATION, WITHDRAWAL, VACATING AND DISSOLUTION

Section 1. Annexation of Declarant. Until such time as Class B Membership to the Association has ceased pursuant to the provisions of ARTICLE IV hereof, additional residential property and/or Common Area may be annexed to the Properties with the consent and approval of Declarant. Except for applicable governmental approvals, no consent from any other party, including Class A members, or any mortgagees of any Units shall be required. Such annexed lands shall be brought within the scheme of this Declaration by the recording of a short form Notice of Declaration that shall be executed by Declarant and recorded in the Public Records. The short form of Declaration shall refer to this Declaration and shall, unless specifically otherwise provided, incorporate by reference all the terms, protective covenants and conditions of this Declaration, thereby subject said annexed lands to such terms, covenants, conditions and restrictions as fully as though said annexed lands were described herein as a portion of the Properties. Such Notice of Declaration may contain such additions or modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added land and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such a Notice of Declaration revoke, modify or, subject to the covenants established by this Declaration as to the Properties.

Section 2. Annexation by Members. At such time as Class B Membership has ceased pursuant to the provisions of ARTICLE IV hereof, additional lands may be annexed with the consent of two-thirds (2/3rds) of the vote of the membership in the Association and applicable governmental approvals.

Section 3. Withdrawal. For a period of five years from the date of recordation of this Declaration, the Declarant shall be entitled to withdraw any portion of the Properties which are described in Exhibit A affixed hereto (or any additions thereto which may be annexed in accordance with the provisions of Section 1 of this Article II) from the provisions and applicability of this Declaration and the Articles and By-Laws attached hereto, by recording a notice thereof in the Public Records; provided, however, that this right of Declarant to withdraw shall not apply to any portions of the Properties which have been conveyed to a Purchaser thereof unless said right is specifically reserved in such conveyance. The withdrawal of any portion of the Properties as hereinabove stated shall not require the consent or joinder of any other party, including any Owner, the Association, or any Mortgagee

of the Properties provided applicable governmental approvals are obtained.

Section 4. Vacating of Recording Plat. Declarant hereby covenants that it will not vacate any portion of the recorded Plat for the Properties, as recorded in the Public Records, which provide for open space, unless it vacates the entire Plat of record.

Section 5. Dissolution. In the event of the dissolution of the Association, other than incident to a merger or consolidation, any Member may petition the Circuit Court of the Fifteenth Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Properties, in the place and instead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and the Properties.

ARTICLE III

COMMON AREA

Section 1. Common Area. The Common Area of this Association shall initially consist of the private road tracts "Lake Wellington Drive", "Sheridan Terrace" and "Kingsdale Lane" and open space "Tract F", all as depicted in the Plat; together with the entrance building if constructed, street lights and the perimeter wall located along portions of the boundary of the Properties. Pursuant to Article VI hereof, the Association shall maintain and repair all of the foregoing. If, during construction of the project, Declarant deems it necessary to make a change in the legal description of such Common Area, which does not materially and adversely affect any Unit Owner, then the Declarant may do so by the recording of an Amendment to the Declaration which need be executed only by the Declarant, and no other parties.

Section 2. Property Rights. Each Owner shall have a right and easement of enjoyment in and to the Common Area for its intended purpose, which shall be appurtenant to and pass with the title of each Unit, subject to the right of the Association to adopt rules and regulations governing the use and enjoyment thereof, and the right of the Association to grant permits, licenses and easements thereover for utilities, roads and other purposes reasonably necessary or useful for the maintenance or operation of the Properties.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Unit shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one 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 members shall be the Declarant and shall be entitled to sixty-four (64) votes. The Class B membership shall cease on the happening of one of the following events, whichever occurs earlier:

(a) Four (4) months after all of the Units that will be ultimately operated by the Association have been conveyed to Unit purchasers; or,

(b) Five (5) years following conveyance of the first Unit in the Properties to a Unit purchaser; or,

(c) Such earlier date as Declarant may determine.

ARTICLE V

COVENANT FOR ASSESSMENTS

Section 1. Payment of Assessments. The Declarant hereby covenants, creates and establishes, and each Owner of a Unit, by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner, shall hereafter be deemed to have covenanted and agreed to pay to the Association the following dues, fees, charges and assessments, subject to the provisions of Section 3 of this ARTICLE V:

(a) Any annual assessment or charge for the purpose of operating the Association and accomplishing any and all of its purposes:

(b) Any special assessments for emergencies, or non-recurring expenses; such assessments shall be in equal amounts against the Owners of each Unit.

(c) Charges incurred in connection with the enforcement of any of the terms and conditions hereof, including reasonable attorney fees and costs.

(d) Fees or charges that may be established for such purpose deemed appropriate by the Board of Directors of the Association.

(e) Assessments of any kind for the creation of reasonable reserves for any of the aforesaid purposes. Such assessments shall be in equal amounts against the Owners of each Unit.

Section 2. Creation of the Lien and Liability of Owner. The Declarant, for each Unit owned within the Properties hereby covenants, and each Owner of any Unit by acceptance of a deed or instrument of conveyance for the acquisition of title to a Unit, whether or not it shall be so expressed in such deed or instrument, is deemed to covenant and agree that the annual and special assessments, or other charges and fees set forth in Section 1 hereof, together with interest, late fees, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Unit against which each such assessment is made. The lien is effective from and after recording a Claim of Lien in the Public Records, stating the description of the Unit, name of the Owner, amount due and the due dates. Each such assessment, together with interest, late fees, 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, as well as his heirs, legal representatives, successors and assigns.

Section 3. Commencement of First Assessment. Assessments provided herein shall first commence as to each Unit on the day of the conveyance of title of each Unit by Declarant to a purchaser thereof (unless otherwise specifically set forth by Declarant in such conveyance to the contrary). The annual assessments in effect at that time shall be adjusted according to the number of months remaining in the calendar year after such date.

Section 4. Establishment of Assessments. The Board of Directors of the Association shall approve and establish all sums which shall be payable by the members of the Association in accordance with the following procedures:

(a) Annual assessments against the Owners of all of the Units shall be established after the adoption of an operating budget, and written notice of the amount and date of commencement thereof, shall be given to each Owner not less than thirty (30) days in advance of the date thereof. Annual assessments shall be payable at such time or times as the Board of Directors shall direct which shall be monthly until otherwise directed.

(b) Special Assessments against the Owners and all other fees, dues and charges, including assessments for the creation of reasonable reserves, may be established by the Board of Directors at any regular or special meeting thereof, and shall be payable at such time or times as the Board of Directors shall direct.

(c) The Board of Directors may, from time to time, establish by a resolution, rule or regulation, specific fees, dues or charges to be paid by Owners of Units for any special or personal use of facilities, or to reimburse the Association for the expenses incurred in connection with the enforcement of any of the terms of this Declaration. Such sums shall be payable by the affected member at such time or times as shall be established by the resolution, rule or regulation.

(d) The Association shall prepare a roster of the Units and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. The Association shall, upon request, furnish any Owner a certificate in writing signed by an officer of the Association, setting forth whether his assessment has been paid and/or the amount which is due as of any date. As to parties without knowledge of error, who rely thereon, such certificates shall be conclusive evidence of payment or partial payment of any assessment therein stated having been paid or partially paid.

(e) Declarant may establish a Working Capital Fund for the initial months of operation of the Association, which may be collected by the Declarant from each Unit purchaser at the time of conveyance of each Unit to such purchaser in an amount equal to two months of the annual assessment for each Unit. If collected, each Unit's share of the Working Capital Fund shall be transferred to the Association at the time of closing of the sale of each Unit. The purpose of this fund would be to assure that the Association's Board of Directors will have cash available to meet any legitimate Association expense, or to acquire additional equipment or services deemed necessary or desirable by the Board of Directors. Amounts paid into the fund at closing are not to be considered advance payment of regular assessments or as a reserve fund pursuant to subparagraphs (a) and (e) of Section 1 of this Article V, and are not refundable or transferable. In the event that during the startup of the Association, the Association does not have adequate working capital to meet its expenses, the Declarant may, but is not obligated to, advance funds on behalf of the Association, and be reimbursed by the Association from such Working Capital Fund or other funds of the Association. Such advance may be evidenced by an appropriate, interest-bearing, Note.

Section 5. Effect of Nonpayment of Assessments; Remedies of the Association. If any assessment is not paid within thirty (30) days after the due date, a late fee of \$25.00, beginning from the due date, may be levied by the Board of Directors for each month the assessment is unpaid. The Association may at any time thereafter bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the property. The Association shall not be required to bring such an action if it believes that the best interests of the Association would not be served by doing so. There shall be added to the assessment all costs and expenses, including attorneys' fees, required to collect same. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Unit.

Section 6. Subordination of the Lien to Mortgages. As hereinabove provided in Section 2, the lien of the Association for

assessments and other charges of the Association becomes effective from and after recording of a Claim of Lien in the Public Records. This lien of the Association shall be subordinate to a first mortgage on any Unit or to a mortgage by an Institutional Mortgagee on any Unit, which mortgage is recorded in the Public Records prior to any said Claim of Lien against the same Unit being recorded in the Public Records. A lien for assessments shall not be affected by any sale or transfer of a Unit; provided, however, that in the event of a sale or transfer pursuant to a foreclosure of a first mortgage, a foreclosure of a mortgage held by an Institutional Mortgagee, or a deed in lieu of foreclosure of a first mortgage or of a mortgage held by an Institutional Mortgagee, the acquirer of title, his successors and assigns, shall not be liable for assessments pertaining to the Unit or chargeable to the former owner of the Unit which became due prior to such sale or transfer. However, any such unpaid assessments for which such acquirer of title is not liable, may be reallocated and assessed to all Units (including such acquirer of title) as an Association expense. Any such sale or transfer pursuant to a foreclosure or deed in lieu of foreclosure shall not relieve the Purchaser or Transferee of a Unit from liability for, nor the Unit from the lien of, any assessments made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent assessments from the payment thereof, or the enforcement of collection by means other than foreclosure.

ARTICLE VI

MAINTENANCE OBLIGATION OF ASSOCIATION

Section 1. Common Area Improvements. The Association shall maintain and repair the Common Area, including but not limited to: the entry way, the private road tracts and the sidewalk and landscaping contained therein, open space Tract "F", street lights, entrance building if constructed and all other improvements to the Common Area. The Association shall maintain all areas within the "Landscape and Maintenance Easements" as depicted on the Plat, including the Perimeter Wall, and the landscaping and sprinkler system associated therewith. The Association shall maintain the twelve (12) foot "Limited Access and Utility Easement" along the roadway known as "Wellington Trace", as well as Parcel E (Plat Book 52, Pages 130 - 132) and the grass area extending from the boundary of the Properties to edge of pavement of Wellington Trace. In the event Declarant adds any other improvements such as guard gates and a related communication system within the Properties, the Association shall maintain and repair the same.

Section 2. Sprinkler System. Each Unit shall have its own individual sprinkler system. The Association shall have the right, but not obligation, to operate each such system if the Owner fails or refuses to do so. Each Owner shall be responsible for the maintenance, repair and replacement of such individual sprinkler system and for the provision of water and electricity to operate the sprinkler system. In the event of the failure or refusal of any Owner to make required repairs or replacements to his sprinkler system, after reasonable notice to him from the Association to do so or to provide water and electricity to operate the system, the Association may enter upon said Unit and perform such required work to the sprinkler system. The costs thereof, including costs of providing water and electricity, if required, plus reasonable overhead costs to the Association, shall be added to and become part of the assessment to which the Unit is subject.

Section 3. Right of Entry by Association. Whenever it is necessary to enter a Unit for the purpose of performance of any operation of maintenance duties by the Association including but not limited to the Perimeter Wall referenced in Section 2 of Article VIII hereof, the Owner thereof shall permit an authorized agent of the Association to go upon the Unit, provided that such entry shall be made only at reasonable times. In the case of emergency such as, but not limited to, fire or hurricane, entry may be made at any time. Each Owner does hereby appoint the Association as its agent for the purposes herein provided and agrees that the Association

shall not be liable for any alleged property damage or theft caused or occurring on account of any entry.

Section 4. Others. Where reasonably possible, and upon request of Declarant, the Association shall also maintain areas which are not within the Properties but abut same and are owned by others, including but not limited to a utility, governmental authority, or quasi governmental entity so as to enhance the appearance of the Properties, such as swale areas, lake banks or median areas within the right of way of abutting public streets, roads or areas within any water management tracts, drainage canal rights of ways or other abutting waterways.

ARTICLE VII

MAINTENANCE OBLIGATION OF OWNERS

Section 1. Maintenance of Units. Each Owner is responsible for the repair, maintenance and/or replacement of all portions of the residential dwelling and improvements of the Unit, and all landscaping thereon, except the landscaping and improvements within the "Landscape and Maintenance Easements" as set forth on the Plat, which are to be maintained by the Association.

*Section 2. Others. Each Owner of a Unit with a rear lot line abutting the Acme Improvement District Canal, shall be required to sod and maintain the area between such rear lot line and the water's edge in such Canal. Each Owner shall also sod and maintain the swale area between his front lot line and edge of the pavement of the private road tract abutting his Unit. Owner is prohibited from adding any other landscaping in such swale area, however, in the event the Declarant or Association adds any other landscaping within such swale area, each Owner shall be responsible for the replacement and maintenance thereof.

*Section 3. Owner Liability. Should any Owner do any of the following:

(a) Fail to perform any maintenance responsibilities as set forth in this Declaration; or,

(b) Cause any damage to any improvement which the Association has the responsibility to maintain, repair and/or replace; or,

(c) Undertake unauthorized improvements or modifications to his dwelling or to any other portion of his Unit or to the Common Area, as set forth herein.

*the Association, after approval of two-thirds (2/3rds) vote of the Board of Directors and upon ten days prior written notice to the Owner, shall have the right, through its agents and employees, to enter upon said Unit and cause the required repairs or maintenance to be performed, or as the case may be, remove unauthorized improvements or modifications. The cost thereof, plus reasonable overhead costs to the Association, shall be added to and become a part of the assessment to which the Unit is subject, and shall be due and payable within ten (10) days after rendition of a bill therefor by the Association.

ARTICLE VIII

EASEMENT UPON THE UNITS

Section 1. Easement for Encroachments. In the event that any dwelling or other improvement upon a Unit or within the Common Area, as originally constructed by Declarant, shall encroach upon any other Unit or Common Area, as the case may be, then an easement appurtenant to such shall exist for so long as such encroachment shall naturally exist.

Section 2. Perimeter Wall. The Declarant shall install a

Perimeter Wall along portions of the boundary of the Properties, which Wall shall be located upon the rear yards of certain Units. The Association shall have the responsibility to inspect and maintain such Perimeter Wall, and is hereby granted the right to enter upon each such Unit to perform such obligation. No Unit Owner shall undertake any action to alter, modify, decorate, change, deface or use such Perimeter Wall in any manner whatsoever. Each such Unit Owner acknowledges that said Perimeter Wall may restrict the Unit Owner's ability to the full use and enjoyment of a portion of the rear of such Unit; however, the installation of such Perimeter Wall enhances the well-being and values of all Units within the Properties.

ARTICLE IX

PROHIBITED USES

Section 1. Each Owner shall be responsible for properly depositing his garbage and trash in garbage cans and trash containers sufficient for pick-up by the appropriate authorities.

Section 2. No temporary or permanent utility or storage shed, building, tent, structure or improvement shall be constructed, erected or maintained unless prior written approval is obtained from the Board of Directors.

Section 3. No horses, hogs, cattle, cows, goats, sheep, poultry or other animals, birds or reptiles, shall be kept, raised or maintained on any Unit; PROVIDED, HOWEVER, that dogs, cats and other household pets may be kept in reasonable numbers in the dwelling if their presence causes no disturbance to others. All pets shall be kept on a leash when not on the Owner's Unit and each Owner shall be responsible for cleaning up after their pets.

Section 4. No stable, livery stable or barn shall be erected, constructed, permitted or maintained on any Unit.

Section 5. No boats, trailers, campers, vehicles used in business for the purposes of transporting goods, trucks or vans which are larger than 1/2 ton capacity, nor trucks of any size which bear commercial lettering or signs or are carrying any goods, cargo or anything else in an open flat bed, shall be parked upon the Property unless the same are parked inside an Owner's garage. None of the foregoing is intended to restrict temporary visits by service vehicles providing services to the Units and Owners.

Section 6. No off-street parking shall be permitted, except in the driveways of a Unit. No vehicle repairs or maintenance will be allowed on the Properties.

Section 7. No signs, except as approved by the Board of Directors, shall be placed, erected or displayed on any Unit, provided, however, one (1) "For Sale" or "For Rent" sign no larger than eighteen (18) inches by eighteen (18) inches shall be permissible.

Section 8. No trade, business or any commercial use shall be conducted in or from any Unit.

Section 9. All Units shall be kept in a clean and sanitary manner and no rubbish, refuse or garbage allowed to accumulate, or any fire hazard allowed to exist. All Units shall be maintained in first class condition with well kept lawn and well maintained landscaping.

Section 10. No nuisance or any use or practice that is a source of annoyance to other Unit Owners, or interferes with the peaceful possession and proper use of the Units by the residents of the Properties shall be allowed upon any Unit.

Section 11. No improper, offensive or unlawful use shall be made of any Unit and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be strictly observed.

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Section 12. No television or radio masts, towers, poles, antennas or aerials may be erected, constructed, or maintained.

Section 13. Each Unit is restricted to residential use as a single-family residence by the Owner or Owners thereof, their lessees, immediate families, guests and invitees.

Section 14. No person shall use the Unit or any parts, thereof, in any manner contrary to this Declaration.

Section 15. No Unit Owner including their employees and guests, shall interfere with the Declarant's completion and sale of the Units.

Section 16. No clothes, linens, or the like, shall be hung on clothes lines or in any other manner, outside of a dwelling such that the same is visible from any street.

Section 17. The above restrictions set forth in this ARTICLE IX shall not apply to Declarant or its agents, employees, successors or assigns during the period of construction and sales of the Properties.

ARTICLE X

RIGHTS OF DECLARANT

Section 1. Sales Office. For so long as the Declarant owns any property affected by this Declaration the Declarant shall have the right to transact any business necessary to consummate sales of any said property or other properties owned by Declarant, including but not limited to, the right to maintain model dwellings, have signs on any portion of the Properties, employees in the offices, and show dwellings. Sales Office signs and all items pertaining to sales shall remain the property of the Declarant.

Section 2. Additional Easements. Declarant, without the joinder of any other party whomsoever, for so long as Declarant owns any property affected by this Declaration, shall have the right to execute, without further authorization, such grants of easement or other instruments as may from time to time be necessary or desirable to grant easements over, under, across and upon the Properties subject to the limitations as to then existing buildings or other permanent structures or facilities constructed within the Properties. Such easements may be for the use and benefit of persons or entities who are not Owners, and for real property which is not part of the Properties.

ARTICLE XI

ASSIGNMENT OF POWERS

All or any part of the rights and powers and reservations of the Declarant herein contained may be deeded, conveyed, or assigned to other persons or entities by an instrument in writing duly executed, acknowledged and recorded in the Public Records.

X ARTICLE XII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any such suit the prevailing party shall also be entitled to recovery of all costs and expenses including court costs and attorneys' fees.

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended at any time and from time to time upon the execution and recordation of an instrument executed by Owners who are entitled to vote a majority of all votes of the Association, or by the President and Secretary of the Association certifying that the Amendment was approved by a majority of all members of the Association at a duly constituted meeting of the Association, PROVIDED that for the period of time Declarant owns one (1) or more Units, the Declarant's written consent must first be obtained and further provided, that for so long as Class B membership in the Association exists, the Declaration may be amended by the execution and recordation of an instrument executed solely by Declarant. The Declarant shall have the right at any time within five (5) years from the date hereof to amend this Declaration to correct scrivener's errors or to clarify any ambiguities determined to exist herein. No amendment shall alter the subordination provisions of this Declaration without the prior approval of any mortgagee enjoying such protection.

Section 4. Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing.

Section 5. Permits, Licenses and Easements. The Association shall have the right to grant permits, licenses and easements over, upon, across, under and through the Common Areas for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance and operation of the Properties, as so determined by the Board of Directors of the Association.

~~Section 6. Leasing of Units.~~ In the event an Owner leases his Unit, a true copy of the lease shall be delivered to the Association prior to the occupancy by the Lessee. Such lease shall contain a covenant that the Lessee acknowledges that the Unit is subject to this Declaration of Restrictions and is familiar with the provisions hereof, and the uses and restrictions contained herein, and agrees to abide by all such provisions. In the event a lease of a Unit does not contain language to the effect of the foregoing, then the Association may declare the lease void and take such further action as the Association deems applicable, including a "removal action" against the Lessee, as agent for the Owner. All costs and expenses of the foregoing, including attorney fees and costs, shall be the cost and expense of such Unit Owner. The Owner shall be liable and fully responsible for all acts of his Lessee and responsible for the compliance of the Lessee with all provisions of this Declaration.

ARTICLE XIII

INFORMATION TO LENDERS AND UNIT OWNERS

Section 1. The Association shall make available to Owners and to lenders, and to holders, insurers, or guarantors of any first mortgage on any Unit, current copies of this Declaration of Restrictions, the Articles of Incorporation or By-Laws of the Association, other rules concerning these Properties and the books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

Section 2. Any holder of a first mortgage upon a Unit shall be entitled, upon written request, to a financial statement of the Association for the immediately preceding fiscal year.

Section 3. Upon written request to the Association by a holder, insurer, or guarantor of any mortgage of a Unit (hereinafter referred to as "Lender"), which written request shall identify the name and address of the Lender and the Unit number and address thereof, the Lender will be entitled to timely written notice of:

(a) Any condemnation loss or casualty loss which affects either a material portion of the Properties, or the Unit securing its mortgage;

(b) Any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to a first mortgage held by the Lender, which remains uncured for a period of sixty (60) days;

(c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(d) Any proposed action which would require the consent of a specified percentage of mortgage holders.

ARTICLE XIV

INSURANCE

Section 1. No Unit Insurance. Since this Association is created solely for the purpose of providing maintenance services, as herein described, there are no provisions herein as to the procuring of insurance on any Units.

Section 2. Liability Insurance. The Association shall maintain comprehensive general liability insurance coverage covering all of its maintenance activities. The coverage shall be in such amounts as determined from time to time by the Board of Directors. Coverage may include legal liability of the insured for property damage, bodily injuries and deaths of persons in connection with its maintenance activities, and legal liability arising out of lawsuits related to employment contracts of the Association. Such policies may provide that they may not be cancelled or substantially modified by any party, without at least ten (10) days' prior written notice to the Association.

Section 3. Fidelity Bonds. The Association may, as so determined by the Board of Directors from time to time, maintain a blanket fidelity bond for all officers, directors, trustees and employees of the Association and all other persons handling or responsible for funds of or administered by the Association. In the event the Association delegates some or all of the responsibility for the handling of the funds to a management agent, such bonds may be required for its officers, employees and agents, handling or responsible for funds of, or administered on behalf of the Association.

Section 4. Purchase of Insurance. All insurance purchased pursuant to this ARTICLE XIV shall be purchased by the Association for the benefit of the Association, the Owners and their respective mortgagees, as their interest may appear, and shall provide for the issuance of certificates of insurance and mortgagee endorsements to Owners and any or all of the holders of institutional first mortgages. The policies shall provide, if reasonably available, that the insurer waives its rights of subrogation as to any claims against Owners and the Association, their respective servants, agents and guests. Each Owner and the Association hereby agree to waive any claim against each other and against other Owners for any loss or damage for which insurance hereunder is carried where the insurer has waived its rights of subrogation as aforesaid.

EXHIBIT A TO DECLARATION OF COVENANTS FOR
LAKE WELLINGTON ESTATES HOMEOWNER ASSOCIATION, INC.

LEGAL DESCRIPTION OF THE "PROPERTIES"

All property as described and set forth in the
Plat of "Lake Wellington Estates" as recorded
in Plat Book 63, Pages 18 & 19, Public
Records of Palm Beach County, Florida.

ARTICLES OF INCORPORATION

LAKE WELLINGTON ESTATES HOMEOWNER ASSOCIATION, INC.

(A Corporation Not For Profit)

In compliance with the requirements of the Laws of the State of Florida, the undersigned hereby associate themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the corporation is LAKE WELLINGTON ESTATES HOMEOWNER ASSOCIATION, INC., hereinafter called the "Association".

ARTICLE II

The street address of the Registered Office of the Association is 1000 Southern Boulevard, West Palm Beach, Florida, 33405, and the name of the Registered Agent is Leon Unterhalter.

ARTICLE III

All definitions in the Declaration of Covenants to which these Articles are attached as Exhibit "B" and recorded in the Public Records of Palm Beach County, Florida, are incorporated herein by reference and made a part hereof.

ARTICLE IV
PURPOSE OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for operation, maintenance and preservation of the Common Area and maintenance of various landscaping and improvements, all as set forth in the "Declaration of Covenants" to which these Articles of Incorporation are attached as Exhibit "B", as recorded in the Public Records, (hereinafter referred to as the "Declaration"), and to promote the health, safety and welfare of the members of the Association.

ARTICLE V
POWERS OF THE ASSOCIATION

The Association shall have all the powers and duties reasonably necessary to operate and maintain the Association, including, but not limited to, the following:

(a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration or By-Laws of the Association; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) Borrow money with the assent of a majority vote of the Board of Directors; and with the assent of two-thirds (2/3rds) of the members at a duly called meeting of the Association,

EXHIBIT B

mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(d) Participate in mergers and consolidations with other non-profit corporations organized for similar purposes or annex additional residential property, provided that any such merger, consolidation or annexation shall have the assent of a majority of the Board of Directors, however, following the termination of Class B membership in the Association then assent of two-thirds (2/3rds) of the members at a duly called meeting of the Association, except as otherwise provided in ARTICLE II of the Declaration;

(e) Dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective without obtaining consent of two-thirds (2/3rds) of the members to such dedication, sale or transfer in writing or by vote at a duly called meeting of the Association, and unless prior written consent of Declarant is obtained for so long as Declarant owns a Unit;

(f) To promulgate or enforce rules, regulations, by-laws, covenants, restrictions or agreements to effectuate all of the purposes for which the Association is organized;

(g) To have and to exercise any and all powers, rights and privileges which a non-profit corporation organized under the Laws of the State of Florida may now or hereafter have or exercise;

(h) To contract for management of the Association and to delegate in such contract all or any part of the delegable powers and duties of the Association, and to contract for the maintenance services or other services to be provided the Owners, as so determined by the Board of Directors.

PROVISO: Notwithstanding the foregoing, until such time as Class B Membership in the Association ceases, as hereinafter set forth, the powers of the Association as set forth in Paragraphs (c), (d) and (e) may be exercised solely by the Board of Directors.

ARTICLE VI MEMBERSHIP AND QUORUM

1. Every Owner of a Unit shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit.

2. The presence at any meeting of members entitled to cast, or of proxies entitled to cast, one-third (1/3) of the votes of the Association shall constitute a quorum for any action.

ARTICLE VII VOTING RIGHTS

The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all Owners, 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 (1) vote be cast with respect to any Unit.

Class B. The Class B member shall be the Declarant, and shall be entitled to sixty-four (64) votes. The Class B

membership shall cease on the happening of one of the following events, whichever occurs earlier:

(a) Four (4) months after all of the Units that will be ultimately operated by the Association have been conveyed to Unit purchasers; or,

(b) Five (5) years following conveyance of the first Unit in the Properties to a Unit purchaser; or,

(c) Such earlier date as Declarant may determine.

ARTICLE VIII
BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors consisting of not less than three (3) nor more than nine (9) persons who need not be members of the Association. The first Board shall consist of three (3) members. Thereafter the number of Directors may be increased to a maximum of nine (9) by a majority vote of the Board of Directors.

The first election of Directors shall be held when Class B membership ceases as provided in ARTICLE VII hereof at a meeting of the members called for that purpose. Three (3) Directors shall be elected at this first election, one (1) for a term of one (1) year, one (1) for a term of two (2) years, and one (1) for a term of three (3) years. If the number of Directors is increased by the Board of Directors as provided above, then said Board shall also determine the term for each new directorship so created. At each annual meeting thereafter a number of Directors equal to that of those whose terms have expired shall be elected for the term of three (3) years. At the expiration of any term of three (3) years, any Director may be re-elected.

The Directors named in these Articles shall serve until the first election of Directors, provided, however, that Declarant shall have the right to remove, replace or fill any vacancy of any Directorship until said first election. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

| <u>NAME</u> | <u>ADDRESS</u> |
|-----------------|--|
| Charles Gentile | 1000 Southern Boulevard West Palm Beach, FL 33405 |
| Edward Schwab | 1000 Southern Boulevard West Palm Beach, FL 33405 |
| Randee Abramson | 1000 Southern Boulevard West Palm Beach, FL 33405 |

ARTICLE IX
DURATION

The corporation shall exist perpetually.

ARTICLE X
AMENDMENTS

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

1. Proposal. Amendments to these Articles may be proposed upon a vote of the majority of the entire Board adopting a resolution setting forth the proposed amendment to these Articles, directing that it be submitted to a vote at a special or annual

meeting of members; or amendments may be proposed by petition signed by twenty-five percent (25%) of the members of the Association, and delivered to the Secretary.

2. Call for Meeting. Upon the adoption of a resolution proposing any amendment or amendments to these Articles by said Board or upon presentation of a petition as herein provided, such proposed amendment or amendments shall be transmitted to the President of the Association, or other officer of the Association in absence of the President, who shall thereupon call a special meeting of the membership, unless it is to be considered at an annual meeting. It shall be the duty of the Secretary to give each member written notice stating the purpose of the meeting, place, day and hour of the meeting, and setting forth the proposed amendment or a summary of the changes to be effected thereby. Notice of the meeting shall be given as provided in the By-Laws.

3. Vote Necessary. In order for such amendment or amendments to become effective, the same must be approved at a duly called meeting, by an affirmative vote of a majority of the votes of the entire membership entitled to vote thereon.

4. By Written Statement. If all the directors and all the members eligible to vote sign a written statement manifesting their intention that an amendment to these Articles be adopted, then the amendment shall thereby be adopted as though subsections 1., 2., and 3. above have been satisfied.

5. Filing. The Articles of Amendment containing said approved amendment or amendments shall be executed by the corporation by its President or Vice President and by its Secretary or Assistant Secretary and acknowledged by one of the officers signing such Articles. The Articles of Amendment shall set forth:

- (a) The name of the corporation.
- (b) The amendments so adopted.
- (c) The date of the adoption of the amendment by the members.

Such Articles of Amendment shall be filed, along with the appropriate filing fees, within ten (10) days from said approval with the office of the Secretary of State of Florida for approval.

ARTICLE XI
SUBSCRIBERS

The names and street addresses of the Subscribers to these Articles of Incorporation are the same as listed in ARTICLE VIII hereof.

ARTICLE XII
OFFICERS

The Board of Directors shall elect the President, Secretary, Treasurer, and as many Vice-Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors shall from time to time determine.

The names and addresses of the Officers who shall serve until their successors are designated by the Board of Directors are as follows:

| | | |
|-----------------|-----------------|--|
| President: | Charles Gentile | 1000 Southern Boulevard West Palm Beach, FL 33405 |
| Vice-President: | Edward Schwab | 1000 Southern Boulevard West Palm Beach, FL 33405 |

Secretary-Treasurer: Rande Abramson

1000 Southern Boulevard
West Palm Beach, FL 33405

ARTICLE XIII

Until such time as Class B membership ceases, the By-Laws of the Association may be adopted, amended and altered by a majority vote of the Directors. Thereafter, the By-Laws of the Association may be amended, altered or rescinded at a regular or special meeting of the members by a vote of a majority of a quorum of members present in person or by proxy.

ARTICLE XIV

INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Association shall and does hereby agree to indemnify, defend and hold harmless every Director and every Officer, their heirs, personal representatives, executors and administrators, against all loss, cost and expenses reasonably incurred in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Director or Officer of the Association, including reasonable counsel fees, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other indemnification rights to which such Director or Officer may be entitled, by law or otherwise.

ARTICLE XV

TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

No contract or transaction between the Association and one (1) or more of its Directors or Officers, or between the Association and any other corporation, partnership, association, or other organization in which one (1) or more of its officers or directors are Officers or Directors of this Association shall be invalid, void or voidable solely for this reason, or solely because the Officer or Director is present at, or participates in, meetings of the Board or Committee thereof which authorized the contract or transaction, or solely because said Officers' or Directors' votes are counted for such purpose. No Director or Officer of the Association shall incur liability by reason of the fact that said Director or Officer may be interested in any such contract or transaction.

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.

ARTICLE XVI

DISSOLUTION

In the Event of the dissolution of the Association, other than incident to a merger or consolidation, any Member may petition the Circuit Court of the Judicial Circuit of the State of Florida having jurisdiction over the Property, for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Properties, in the place and instead of the Association, and make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and the Properties.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the Laws of the State of Florida, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 21 day of Nov, 1988.


CHARLES GENTILE

[SIGNATURES CONTINUED ON PAGE 6]

Edward Schwab
EDWARD SCHWAB

Randee Abramson
RANDEE ABRAMSON

STATE OF FLORIDA)
COUNTY OF PALM BEACH) SS:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared CHARLES GENTILE, EDWARD SCHWAB and RANDEE ABRAMSON, well known to me 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 21 day of Nov, 1988.

Eileen E. Rizza
Notary Public
State of Florida

My Commission Expires:

Notary Public, State of Florida
My Commission Expires Nov. 7, 1992
Bonded thru Fry's

I HEREBY ACCEPT MY DESIGNATION AS REGISTERED AGENT.

[Signature]

(NOTARIAL SEAL)

Sworn to and subscribed before me this 21 day of Nov, 1988.

Eileen E. Rizza
Notary Public
State of Florida

My Commission Expires:

Notary Public, State of Florida
My Commission Expires Nov. 7, 1992
Bonded thru Fry's

(NOTARIAL SEAL)

BY-LAWS

OF

LAKE WELLINGTON ESTATES HOMEOWNER ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is LAKE WELLINGTON ESTATES HOMEOWNER ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 4175 South Congress Avenue, Suite V, Lake Worth, Florida, 33461, but meetings of members and Directors may be held at such places within the State of Florida, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

The definitions of words as defined in the Declaration of Covenants to which these By-Laws are attached ~~as Exhibit "C"~~ and recorded in the Public Records of Palm Beach County, Florida, are incorporated herein by reference and made a part hereof.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The annual meeting of the members shall be held at least once each calendar year on a date and at a time to be determined by the Board of Directors.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-tenth (1/10) of all of the votes of the Association.

Section 3. Notice of Meetings. ~~Written notice~~ of each meeting of the members shall be given by, or at the direction of, the Secretary, or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting (provided, however, in the case of an emergency, four (4) days' notice ~~will be deemed sufficient~~) to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-third (1/3) of the votes of the Association shall constitute a quorum for any action, except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If a quorum has been attained, the vote of a majority present in person or by proxy shall be binding upon all members for all purposes, except as otherwise provided by law, the Declaration, the Articles of Incorporation or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting, from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Unit.

EXHIBIT C

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of Directors consisting of not less than three (3), nor more than nine (9), persons who need not be members of the Association. The first Board shall consist of three (3) members. Thereafter the number of Directors may be increased to a maximum of nine (9) by a majority vote of the Board of Directors.

Section 2. Term of Office. The first election of Directors shall be held when Class B membership ceases, as provided in ARTICLE VII of the Articles of Incorporation, at a meeting of the members called for that purpose. Three (3) Directors shall be elected at this first election, one (1) for a term of one (1) year, one (1) for a term of two (2) years, and one (1) for the term of three (3) years. If the number of Directors is increased by the Board of Directors as provided above, then said Board shall also determine the term for each new directorship so created. At each annual meeting thereafter a number of Directors equal to that of those whose terms have expired shall be elected for the term of three (3) years. At the expiration of any term of three (3) years, any Director may be re-elected.

Section 3. Removal. Declarant shall have the right to remove, replace and fill any vacancy of any Directorship until the first election of Directors by members as hereinabove set forth. At such time as the members of the Association are permitted to elect Directors, any Director may be removed from the Board with or without cause, by a majority vote of the members of the Association entitled to vote. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a 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 written approval of all the Directors. Any action so approved shall have the same effect as through taken at a meeting of the Directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

At such time as members of the Association are permitted to elect Directors, the nomination and election of Directors shall be conducted as follows:

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more members of the Association who are not members of the Board. The Nominating Committee shall be appointed by the Board of Directors at least ninety (90) days prior to each annual meeting of the members to serve until the close of that annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall, in its discretion, determine, but not less than the number of vacancies that are to be filled.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot, unless unanimously waived by all

members present. At such election the members may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The person's receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at such times, at such place and hour as may be fixed, from time to time, by resolution of the Board.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by one-third (1/3) of the Directors then in office after not less than three (3) days' notice to each Director.

Section 3. Quorum. A majority of the number of Directors then in office shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the powers reasonably necessary to operate and maintain the Association, including, but not limited to, the following:

(a) Adopt and publish rules and regulations governing the use of the Common Areas and facilities, and the personal conduct of the members and their guests thereon, and to establish procedures for the imposition of penalties, including fines for the infraction thereof;

(b) Suspend the voting rights of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association;

(c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association, including all powers, which may be exercised by corporations not-for-profit pursuant to Chapter 617, Florida Statutes, and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation or the Declaration;

(d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors.

(e) Employ a manager, an independent contractor, or such other employees as they deem necessary, prescribe their duties and delegate any or all of the delegable duties and functions of the Association and/or its officers; and

Section 2. Duties. It shall be the duty of the Board of Directors to cause the Association to perform the purposes for which it was formed, including, but not limited to, the following:

(a) Cause to be kept a record of its acts and corporate affairs and to present a report or reports thereof to the members at the annual meeting of the members, including a financial report;

(b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) As more fully provided in the Declaration, to fix the amount of the annual assessment against each Unit and send notice thereof to every Owner at least thirty (30) days in advance of each annual assessment period;

(d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not an assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) Procure and maintain such insurance as required by the Declaration, and such other insurance as deemed appropriate or necessary.

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as required by the Declaration.

(g) Perform all other duties and responsibilities as provided in the Declaration.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by election by the Board. The officer so elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

PRESIDENT

(a) The President shall preside at all meetings of the members and Board of Directors; shall see that orders and

may be levied by the Board of Directors for each
month the assessment is late, and the Association may
bring an action at law against the Owner personally obligated
to pay the assessment for the lien against the property, and interest, costs,
and reasonable attorneys' fees incurred by the Association in
connection with collection and/or appeal shall be added to the
amount of such assessment. No Owner may waive or otherwise escape
liability for the assessments provided for herein by abandonment of
his Unit.

resolutions of the Board are carried out; shall sign all leases,
mortgages, deeds and other written instruments.

VICE PRESIDENT

(b) The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

SECRETARY

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

TREASURER

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; keep proper books of account; and shall prepare an annual budget and a statement of projected income and expenditures to be presented to Board of Directors for review, amendment, and adoption. A copy of the annual budget as approved by the Board shall be delivered to each member of the Association.

ARTICLE IX

COMMITTEES

The Board of Directors shall appoint a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at a reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, a late fee of \$25.00, beginning from the due date, may be levied by the Board of Directors for each month the assessment is late, and the Association may bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the property, and interest, costs, and reasonable attorneys' fees incurred by the Association in connection with collection and/or appeal shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Unit.

ARTICLE XII

FINES

SECTION 1. In the event of a violation (other than the non-payment of an assessment) by a Unit Owner of any of the provisions of the Declaration, the Articles or these By-Laws, or the Rules and Regulations adopted pursuant to any of same, as the same may be amended or added to from time to time, and in addition to the means for enforcement provided elsewhere herein, the Association shall have the right to assess fines against a Unit Owner or its lessees, in the manner provided herein, and such fines shall be collectible as any other assessment, so that the Association shall have a lien against each Unit for the purpose of enforcing and collecting such fines, as provided in the Declaration.

* (a) The Board of Directors shall appoint a Covenants Enforcement Committee which shall be charged with determining whether there is probable cause that any of the provisions of the Declaration, the Articles of Incorporation, these By-Laws, and the Rules and Regulations of the Association, governing the use of the Common Areas and facilities, and the personal conduct of the members and their guests and lessees are being or have been violated. In the event that the (Covenants Enforcement Committee) determines an instance of such probable cause, it shall report same to the Board of Directors. The Board of Directors shall thereupon provide written notice to the person alleged to be in violation, and to the Owner of the Unit which that person occupies if that person is not the Owner, of the specific nature of the alleged violation and of the opportunity for a hearing before the Board of Directors upon a request therefor made within fifteen (15) days of the sending of the notice. The notice shall also specify, and it is hereby provided, that each recurrence of the alleged violation or each day during which it continues shall be deemed a separate offense, subject to a separate fine not to exceed Fifty (\$50.00) Dollars for each offense. The initial notice of a violation shall further specify, and it is hereby provided, that in lieu of requesting a hearing, the alleged violator or Unit Owner may respond to the notice, within fifteen (15) days, acknowledging in writing that the violation occurred as alleged and promising that it will henceforth cease and will not recur, and that such acknowledgment and promise, and performance in accordance therewith, shall terminate further enforcement activity of the Association with regard to the violation.

(b) If a hearing is timely requested, the Board of Directors shall hold same, and shall hear any defense to the charges of the Covenants Enforcement Committee, including any witnesses that the alleged violator, the Unit Owner, or the Covenants Enforcement Committee may produce. Any party at the hearing may be represented by counsel.

(c) Subsequent to any hearing, or if no hearing is timely requested and if no acknowledgment and promise is timely made, the Board of Directors shall determine whether there is sufficient evidence of the alleged violation. If the Board so determines, it may levy a fine for each violation in an amount not to exceed Fifty (\$50.00) Dollars.

(d) A fine pursuant to this section shall be assessed against the Unit which the violator occupied at the time of the violation, whether or not the violator is an Owner of that Unit, and shall be collectible in the same manner as any other assessment, including by the Association's lien rights as provided in the Declaration. Any fines which are not paid when due, as determined by the Board, shall be delinquent. If the fine is not paid within thirty (30) days after the due date, a late fee of Fifteen (\$15.00) Dollars, beginning from the due date, may be levied by the Board of Directors for each month the fine remains unpaid. The person obligated to pay the fine shall also be charged interest at the

highest rate permitted by law and costs and reasonable attorney's fees incurred by the Association in connection with collection and/or appeal shall be added to the amount of such fine. Nothing herein shall be construed to interfere with any right that a Unit Owner may have to obtain from a violator occupying his Unit payment in the amount of any fine or fines assessed against that Unit.

(e) Nothing herein shall be construed as a prohibition of or a limitation on the right of the Board of Directors to pursue other means to enforce the provisions of the Declaration, Articles of Incorporation, these By-Laws and Rules and Regulations, including but not limited to legal action for damages or injunctive relief.

ARTICLE XIII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: LAKE WELLINGTON ESTATES HOMEOWNER ASSOCIATION, INC., a Corporation Not For Profit, 1988.

ARTICLE XIV

AMENDMENTS

Section 1. Until such time as Class B membership ceases, these By-Laws may be amended, altered or rescinded by a majority vote of the Board of Directors; and thereafter at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation 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.

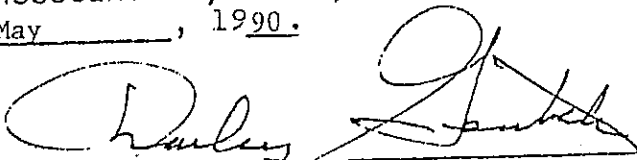
ARTICLE XV

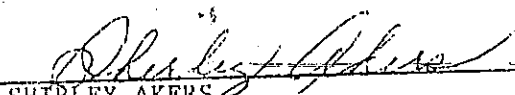
MISCELLANEOUS

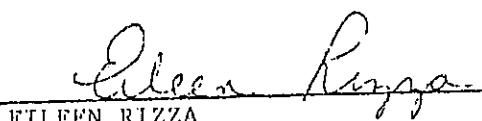
Section 1. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Section 2. All checks and promissory notes in excess of such amount as may be determined from time to time by the Board shall be co-signed by the President or any Vice-President and by any other officer of the Association or by the manager, if any, and if authorized by the Board to do so.

IN WITNESS WHEREOF, We, being all of the directors of LAKE WELLINGTON ESTATES HOMEOWNER ASSOCIATION, INC., have hereunto set our hands this 31st day of May, 1990.


 CHARLES GENTILE


 SHIRLEY AKERS

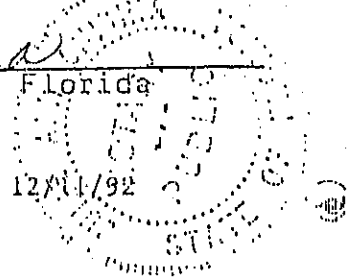

 EILEEN RIZZA

STATE OF FLORIDA)
 : SS.
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this 31st day of May 1990, personally appeared before me Charles Gentile, Shirley Akdr... and Eileen Rizza, to me personally known, and they acknowledged before me that they executed the foregoing By-Laws for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in said County and State the day and year first above written.

Julie Ann Medina
NOTARY PUBLIC, State of Florida



(NOTARIAL SEAL)

My Commission Expires: 12/11/92

RECORD VERIFIED
PALM BEACH COUNTY, FLA.
JOHN B. DUNKLE
CLERK CIRCUIT CO