

AMENDMENT TO

ORR 7698 Pg 629

THE DECLARATION OF PROBATE
FOR LEE ESTATES

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Return to: (enclose self-addressed stamped envelope)

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Address:

Property Appraiser's Parcel Identification (Folio) Number(s):

ORB 7698 Pg 630
RECORD VERIFIED DOROTHY H WILKEN
CLERK OF THE COURT - PB COUNTY, FL

instrument and said Declaration remains in force and effect accordingly to its original terms.

IN WITNESS WHEREOF, the undersigned Declarant has offered his hand and seal this 5th day of May, 1993.

LEE ESTATES LTD., a Florida
limited partnership

ATTESTED BY:

By: LEE ESTATES, INC., its
corporate general partner



Norman Rauch, Secretary


By: Norman Rauch, its President

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 5th day of May, 1993, by NORMAN RAUCH, the President and Secretary, respectively, of LEE ESTATES, INC., corporate general partner of LEE ESTATES LTD., a Florida limited partnership, on behalf of the partnership and the corporation. He is personally known to me and did not take an oath.


Notary Signature
Bridget A. Hogan

Print Notary Name

NOTARY PUBLIC
State of Florida at Large

My Commission Expires:

Notary Public, State of Florida
My Commission Expires June 1, 1995
Resigned This Year Take a Notary Exam

9575R/sm
2613/7464

Prepared by/Return to:
M. Richard Sapir, Esquire
Nason, Gildan, Yeager, Gerson & White, P.A.
1645 Palm Beach Lakes Boulevard, Suite 1200
West Palm Beach, Florida 33401

FEB-19-1993 2:39pm 93-050046
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DECLARATION OF PROTECTIVE COVENANTS
FOR LEE ESTATES

A. PREAMBLE

WHEREAS, LEE ESTATES LTD., a Florida limited partnership is the owner of a certain parcel of land situated in Palm Beach County, Florida, more particularly described as follows:

See Exhibit "A" and Exhibit "C" attached hereto and hereby made a part hereof, and,

WHEREAS, LEE ESTATES LTD. intends to subdivide the parcel described in Exhibit "A" and convey same to various third parties, and

WHEREAS, Palm Beach County Governmental Authority requires that, prior to the subdivision and conveyance of said parcel, as aforesaid, that LEE ESTATES LTD. record certain conditions and restrictions clearly setting forth, among other things, the maintenance obligations relative to the property described in Exhibit "A" hereof, and,

WHEREAS, LEE ESTATES LTD. desires to establish its intention to provide affordable housing, imposing minimum maintenance obligations upon subsequent purchasers, recognizing that such minimum maintenance obligations do not include recreational areas or other high maintenance facilities, the development of which LEE ESTATES LTD. intends to leave to individual purchasers in the above described tract,

NOW, THEREFORE, these covenants and restrictions are being promulgated by LEE ESTATES LTD., the owner and developer (hereinafter being sometimes referred to as "Declarant"), for the

use and protection of the contemplated development of said parcel of land described above. Declarant hereby declares that all of the properties described herein as Exhibit "A" shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions. Declarant hereby likewise declares that all of the properties described herein as Exhibit "C" shall, upon the platting thereof, be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions. Such easements, restrictions, covenants and conditions are for the purpose of protecting the value and desirability of and which shall run with the real property above-described, upon the platting thereof, and shall be binding upon all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

B. AREA OF APPLICATION

(1) The entire parcel of land described herein as Exhibit "A", lying wholly situate in Palm Beach County, Florida, and such additions thereto as may hereafter be submitted to this Declaration, as provided herein.

C. DEFINITIONS

(1) "Association" shall mean and refer to LEE ESTATES HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

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

(3) "Properties" or "Property" shall mean and refer to that certain real property, the legal description of which is attached hereto as Exhibit "A", and such additions thereto as may hereafter be submitted to the terms of this Declaration, as provided herein.

(4) "Common Area" shall mean any and all real property (including the improvements thereto) dedicated to, owned and/or maintained by the Association for the common use and enjoyment of

the owners, including, but not limited to, recreation areas, water management tracts, and open space, as designated on the plats, recorded in the Public Records of Palm Beach County, Florida.

(5) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

(6) "Declarant" shall mean and refer to LEE ESTATES LTD., its successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

(7) "Master Plan" shall mean Planned Unit development for LEE ESTATES approved by Palm Beach County for zoning petition number 90-16 and amendments thereto, if any.

D. RESIDENTIAL AREA COVENANTS

(1) No building other than detached, single family dwelling units shall be constructed or maintained except buildings necessary for utility, cable or satellite earth station services.

(2) No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee, as hereinafter designated, as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevations. Approval shall be as provided in provision G.

(3) No dwelling shall be permitted on any lot at a cost of less than \$25,000.00 per dwelling unit adjusted from cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which are to be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 800 square feet for a one-story dwelling, per unit.

(4) Building Location. No building shall be located on any Lot nearer to the front Lot line or nearer to the side street line than the minimum building set-back as required by Palm Beach County ordinances, but shall be subject to provisions (D)(5)(a-e) below. Overhangs shall be permitted to project into easements or over zero lot line, pursuant to Palm Beach County Ordinances.

(a) Zero lot line walls shall have no windows, doors or other openings, except as allowed by governmental authorities.

(5) Easements.

(a) Reservation of Easements. Easements for the installation and maintenance of canals and for utilities and drainage facilities are set forth and contained in the recorded Plat and may be contained in any subsequent Plat or Plats filed, from time to time among the Public Records of Palm Beach County, Florida, covering any additional properties submitted to this Declaration pursuant to provision F hereof. In addition to the easements set forth in the recorded Plat of the Property and any subsequent Plats referred to herein, Declarant expressly reserves easements for the installation and maintenance of additional utilities, drainage facilities, cable television systems, and satellite earth stations for utility purposes, and Declarant reserves the right to set forth more specifically the exact location and placement of any such easements.

(b) Encroachment Easements. Notwithstanding any other provision contained in this Declaration, in the event that any Residence, as constructed by the Declarant on a Lot, encroaches upon any portion of the Common Areas or adjoining Lots, then a perpetual easement appurtenant to such Lot shall exist for the continuance of any such encroachment on the Common Areas or adjoining Lots. In the event any fence, roof, overhanging roof, or portion of the Residence as constructed upon any Lot by Declarant, encroaches or overlaps upon any other Lot or the Common Areas, then, in such event, a perpetual easement appurtenant to the Lot upon which the fence, roof, overhanging roof, or Residence is constructed shall exist for the continuation of any such

encroachment or overlapping upon the adjoining Lots and Common Areas.

(c) Utility and Maintenance Easements. Declarant grants non-exclusive seven foot side yard access and maintenance easements as depicted in Exhibit "B" hereof and described and contained in the recorded Plat, along with such easements as may be contained in any subsequent plat or plats, from time to time filed among the Public Records of Palm Beach County, Florida to Florida Power and Light Company, its successors and assigns for electric service, to Southern Bell Telephone and Telegraph Company, its successors and assigns for telephone service, and to such other public and private utilities that will provide water and sewer, telephone, gas, and electric service. Declarant reserves the right to encumber said easement locations to allow public and private utility easements for construction, maintenance and repair of (but not limited to), the following services:

- a. water
- b. sewer
- c. telephone
- d. gas
- e. cable and/or satellite television service
- f. electric

(d) Improvement Encroachments. Any and all improvements on a lot adjacent to said easements which may encroach within the bounds of said easement shall be deemed a "permissible encroachment" and automatically be granted an easement right and said easement shall be deemed an appurtenance running with the fee simple title thereto. Said easement shall also include the right of access to said improvements for repairs and maintenance thereof.

Said easement shall also provide a right of access to improvements which do not encroach upon adjacent properties for repair and maintenance thereof.

Attached hereto as Exhibit "B" is a drawing to clearly depict the intent of the easement granted herein, which is to allow grantee/owners (their successors and assigns), for example, of Lot A access over the easement areas depicted on Lot B for the

purpose of maintenance and repair of the structure and property contained on Lot A. To this end, Declarant grants to the grantees of each lot a seven (7) foot easement over the adjoining lot, as exemplified in Exhibit "B", for the purpose of access, maintenance and repair of the property generally depicted as Lot A of Exhibit "B".

The purpose and intent of this provision is to permit the installation and service of the public utilities described in provision D.(c) above and to allow a Grantee, his repair persons and maintenance persons to have access across said easement areas to repair and maintain improvements on that portion of his property located contiguous to the easement.

(e) An eighteen (18) inch overhang shall be permitted to project over the zero lot line and an easement is hereby granted for such purpose.

(6) Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood except those required, in the sole opinion of Declarant, to develop the property. No automobile repairs shall be allowed to be made outside of the enclosed garages located on the lots, if any, and only minor automobile repairs may be undertaken within such enclosed garages.

(7) Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

(8) Signs. No sign of any kind shall be displayed to the public view on any lot or any portion of the Properties, without the prior written consent of the Association and the Architectural Control Committee, except one sign of not more than one square foot used to indicate only the name of the resident and street address of the residence, which sign may also indicate that the residence is "for sale" or "for rent". The Association and the Architectural Control Committee shall each have the unqualified right to disapprove any and all other signs in their sole and absolute discretion. However, signs or other visual

displays used by the Declarant, which shall not be limited to one square foot to advertise the property during the construction and sales period, shall be permitted.

(9) Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

(10) Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

(11) Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Any and all garbage, waste and refuse shall be temporarily maintained for disposal only in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. The provisions of this section D(11), however, shall not apply to Declarant.

(12) Water Supply and Sewage Disposal. No individual water supply system, except for lawn irrigation, and no individual sewage disposal system, shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of Palm Beach County Health Department, and/or any other governmental agency having jurisdiction. Approval of such system as installed shall be obtained from such authority.

(13) Sight Distance at Intersection. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and line connecting them at

points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. Notwithstanding anything to the contrary herein, all sight distances at intersections shall comply with applicable governmental regulations.

(14) Land Near Parks and Water Courses. No building shall be placed nor shall any material or refuse be piled or stored on any lot within 10 feet of the property line of any park or edge of any open water course, except that clean fill may be placed nearer provided that the natural water course is not altered or blocked by such fill. Notwithstanding anything to the contrary contained herein, building locations are permissible, so long as they comply with the Palm Beach County Zoning Code and all locations shall comply with applicable governmental regulations.

(15) Swales, Rights-of-Way and Common Areas. No structure, fence, wall, plant, sign, vehicle, trailer or other obstruction shall be permitted to remain, park or stand on the grassed areas bordering publicly dedicated rights-of-way located within or bordering the properties or upon Common Areas. The Association, through its Board of Directors, is specifically empowered to adopt procedures authorizing the towing or removal of any vehicles, signs, structures or obstructions violating the foregoing restriction and the cost of such towing or removal shall be added to and become part of the assessment to which such lot is subject, and said assessment shall be enforced in the same manner as provided for in E(1)(e) hereof. Further, in the event that a portion of the paved roadway abutting the subject swales is damaged as a result of any unit owner's non-compliance with the

provisions hereof, the Association, through its Board of Directors, is specifically empowered to adopt procedures authorizing the repair of such damaged portions of roadway abutting said swales and to assess the cost thereof to the owner responsible therefor. The cost of such repair shall be added to and become a part of the assessment to which such lot is subject, and said assessment shall be enforced in the same manner as provided for in E(1)(e) hereof.

(16) Parking. The parking rights of the owners of lots shall be limited to the right to park upon such lots, automobiles; which shall include commercial vehicles used by the occupant of the residence for transportation to and from such occupant's place of employment. Except as otherwise provided herein, no other commercial vehicles, trucks, trailers, recreational or sports vehicles or other vehicles shall be parked upon said lots. Notwithstanding the foregoing, the occupant of a residence shall have the right to store such vehicles to the rear of the front building line of the residence on the condition that the storage of such vehicles comply with all governmental requirements, including but not limited to, being properly screened from the street and adjoining properties by a six (6') foot opaque fence approved by governmental authority, or in an enclosed garage. Lots may not be used for storage of inoperable or junk vehicles, which may not be parked upon said lots or on any portion of the properties. In no event shall the number of automobiles parked on a lot outside the garage located thereon, ⁽¹⁹⁾any, and forward of the front building line, exceed four (4) automobiles.

(17) Fences. No chain link, wire or concrete fences shall be installed, constructed or erected upon any portion of a lot, except that chain link fences approved by governmental authority shall be permitted along rear lot lines. Wooden fences may be installed only after having obtained the prior written consent of the Architectural Committee or the Board of Directors of the Association, as provided in Section G hereof.

(18) Residential Use. Except for sales, construction and other activities engaged in by Declarant during the period that Declarant owns any portion of the Properties, no portion of

the Property, or any lot, shall be used for other than single family residential purposes. No commercial or sales activities, including but not limited to "garage sales" or like activities, shall be allowed.

E. PROPERTY RIGHTS

(1) Owner's Easements of Enjoyment.

(a) Every owner shall have a right and easement of enjoyment in and to the Common Area, except as limited herein, which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions: The right of the Association to suspend the voting rights and right to use of the Common Areas by an owner for any period during which any assessment against such owner's lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations; the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, dwelling unit owner, or utility (for utility purposes), and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded, or as dedicated on a recorded plat by Declarant. Any owner may delegate in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of this family, his tenants, or contract purchasers who reside on the property.

(b) Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment. The Association shall have two classes of voting membership. Class A members shall be all Owners with the exception of the Declarant, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.

The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned.

The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier: When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership or on December 31, 2004.

(c) Creation of the Lien and Personal Obligations of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association:

- (i) Annual Assessments or Charges, and
- (ii) Special Assessments for capital improvements, such assessments to be established and collected as provided herein. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge upon the land and shall be a continuing lien upon the property against which each such assessment is made. Each assessment, together with costs, interest and reasonable attorney's 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. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the common areas and operation of the drainage facilities and water management tracts located on the Properties. Until January 1 subsequent to the first year following the conveyance of the first Lot to an Owner, the maximum monthly assessment shall be FIVE DOLLARS (\$5.00) per lot per month.

- (iii) From and after January 1 subsequent to the first year following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than twenty-five percent (25%) per year above the maximum

assessment for the previous year without a vote of the membership; providing, however, the total hereunder may not exceed TEN DOLLARS (\$10.00) per lot per month.

(iv) From and after January 1 subsequent to the first year following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above twenty-five percent (25%) or the maximum assessment may be increased above TEN DOLLARS (\$10.00) per lot per month by a vote of two-thirds (2/3) of each Class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(v) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

(d) In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, recreation, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each Class of members who are voting in person or by proxy at a meeting duly called for this purpose. Written notice of any meeting called for the purpose of taking any action authorized under provisions E(1)(c) and (d) hereof, shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all votes of each Class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the

conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessments against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto.

(e) The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest rate permitted by law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of his Lot. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Notwithstanding the foregoing, the failure to pay assessments provided for hereunder shall not constitute a default under any mortgage insured by the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration or the Veteran's Administration, unless otherwise so provided in the insured mortgage.

(f) Exterior Maintenance. In the event an Owner of any Lot in the Property, other than Declarant, shall fail to maintain the premises and the improvements situated thereon in a

manner consistent herewith and satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot, the exterior of the building and any other improvements erected thereon and/or to remove signs, vehicles or other obstructions therefrom. The cost of such exterior maintenance or removal shall be added to and become part of the assessment to which such Lot is subject; and said assessment shall be enforced in the same manner as provided for in E(1)(e) hereof.

F. ANNEXATION AND SUBMISSION OF ADDITIONAL PROPERTIES TO THE DECLARATION

(1) Property Subject to the Declaration. All property that is contained in the Master Plan for Lee Estates, which is described in Exhibit "A" and Exhibit "C", as same may be amended from time to time, shall be subject to the terms and provisions hereof automatically upon the recordation of a plat therefor. An amendment to this Declaration shall be recorded in the Public Records of Palm Beach County, Florida, subsequent to the recordation of any such plat, as provided in subsection (5) of this Article F.

(2) Property Which May Be Annexed. Only property that is contained in the Master Plan for Lee Estates, as described in Exhibit "C", as the same may be amended from time to time, may be annexed to the Property and submitted to the terms of this Declaration. However, nothing contained in this provision F or this Declaration shall obligate Declarant to seek an amendment to said Master Plan.

(3) Annexation Without Assent of Members. Notwithstanding anything in Section 3 or Section 4 of this provision F to the contrary, within eight (8) years of the date of incorporation of the Association, the Declarant may annex all or a portion of the property described in Exhibit "C" of this Declaration, which land is part of the approved Master Plan for Lee Estates, as the same may be amended from time to time, and submit such property to the

terms and conditions of this Declaration without the consent of the Members.

(4) Assent of Members. Annexation and submission of additional property, other than those lands included on the Master Plan, to the terms of this Declaration shall require the assent of two-thirds (2/3) of the Class A members and two-thirds (2/3) of the Class B members, if any, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days or more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

The presence of members or of proxies entitled to cast sixty percent (60%) of the votes for each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirement set forth above and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. In the event that two-thirds (2/3) of the Class A membership or two-thirds (2/3) of the Class B membership are not present in person or by proxy, members not present may give their written assent to the action taken thereat.

(5) Submission of Additional Property to be Reflected by Amendment to Declaration. In the event additional property is submitted to the terms of this Declaration, an amendment which specifically describes the additional property to be submitted and which states that the property so described is being submitted to the terms and conditions of the within Declaration shall be filed and recorded in the Public Records of Palm Beach County, Florida. Any property so submitted and described in such recorded amendment shall be deemed to be a part of the Properties as that term is defined in this Declaration, and shall be subject to the terms of this Declaration and any amendments thereto, and to the Articles of Incorporation, By-Laws and any rules and regulations of the Association as amended from time to time. Any such amendment adding and submitting additional property to the terms of this Declaration may contain a modification of the provisions to the

within Declaration, as may be deemed prudent or necessary. Nothing contained herein shall obligate or bind Declarant to submit any additional property to the terms and conditions of this Declaration, unless and until same is platted.

G. ARCHITECTURAL CONTROL

(1) No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and locations of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography, by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board, however, the foregoing restriction shall not apply to Declarant hereunder, or its successors or assigns. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

(2) Procedure. The Committee's approval or disapproval as required in these covenants and restrictions shall be in writing. The original committee shall consist of:

Norman Rauch P.O. Box 6199, Lake Worth, FL 33466
 Melvin Rauch P.O. Box 6199, Lake Worth, FL 33466
 Ida Rauch P.O. Box 6199, Lake Worth, FL 33466

H. ENFORCEMENT OF RESTRICTIONS, COVENANTS, RULES AND REGULATIONS

(1) Compliance by Owners. Every Owner shall comply with the restrictions and covenants set forth or referred to herein, including but not limited to Rules and Regulations from time to time adopted by the Board of Directors of the Association.

(2) Enforcement. Any person claiming by, through or under the Declarant and/or the Association, or any Unit Owner, or any first mortgagee, shall have the right to enforce, by a

proceeding at law or in equity, or both, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or the provisions of the Articles of Incorporation or the Bylaws of the Association. Except in an action against Declarant, the party bringing the action shall be entitled to recover, in addition to costs and disbursements allowed by law, such sums as the Court may adjudge to be reasonable for the services of such party's attorney, through appellate proceedings, if any, in the event such party prevails in such action. The Association shall also have the right to suspend voting rights and use of the Common Areas (except the private streets, sidewalks and driveways from time to time located on the Common Areas) for any period during which any assessment against such owner's lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of the provisions of this Declaration, the Articles of Incorporation, the Bylaws or the duly adopted Rules and Regulations of the Association.

(3) Association's Right to Remedy Violation. In addition to the foregoing, whenever there shall have been built upon the properties any structure which is in violation of this Declaration, the Association, upon the affirmative vote of two-thirds (2/3) of the Board of Directors, may enter upon the property where such violation exists, and summarily abate or remove the same at the expense of the Owner, provided, however, that the Association shall then, at the expense of the Owner, make the necessary repairs, construction, etc., to insure that the property and improvements where such violation occurred are restored to the same condition in which they existed prior to such violation, and any such entry, abatement, removal or restoration and construction work shall not be deemed a trespass. The owner of the property upon which such violation exists shall be liable for costs of enforcement, including attorney's fees through any appeals and Court costs.

(4) Fines. In addition to all other remedies, in the sole discretion of the Board of Directors, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees, tenants, or employees to comply with any covenant, restriction, rule or regulation contained herein or promulgated pursuant hereto provided the following procedures are adhered to:

(a) Notice. The Association shall notify the Owner of the infraction or infractions. Included in the notice shall be the date and time of the next Board of Directors meeting at which time the Owner shall be afforded the opportunity to present reasons why a fine or fines should not be imposed.

(b) Hearing. The matter of noncompliance shall be presented to the Board of Directors at such meeting of the Board and the Board shall hear reasons why penalties should not be imposed. A written decision of the Board of Directors shall be furnished to the Owner no later than twenty-one (21) days after the conclusion of the said meeting of the Board.

(c) Appeal. Any Owner aggrieved by the decision of the Board of Directors as to a noncompliance may file a written request with the Board for an appeal of such decision. Such written request must be filed within seven (7) days after the furnishing of the Board's decision to the Owner charged with any matter of noncompliance. An appeals committee shall be appointed by the Board within seven (7) days after the filing of such request for appeal consisting of three (3) members of the Association which are neither officers nor Board members. The said appeal committee will meet to review said decision and shall file a written recommendation concerning the matter and serve copies on both the Board and the Owner charged. In no case shall the appeals committee's finding be binding on either party; however, the Board may elect to review its decision in light of the finding of the appeals committee.

(d) Penalties. The Board of Directors may impose special assessments against the Lot owned by the non-complying Owner as follows:

(1) First noncompliance or violation: a fine not in excess of Fifty Dollars (\$50.00).

(2) Second noncompliance or violation: a fine not in excess of One Hundred Dollars (\$100.00).

(3) Third and subsequent noncompliance or violation or violations that are of a continuing nature: a fine not in excess of Five Hundred Dollars (\$500.00) for each violation.

(e) Payment of Fines. Fines shall be paid not later than thirty (30) days after notice of the imposition or assessment thereof.

(f) Collection of Fines. Fines shall be treated as an assessment otherwise due to the Association and shall be collectible as such.

(g) Application of Fines. All monies received from fines shall be allocated as determined by the Board of Directors.

(5) Effect of Waiver; Remedies Cumulative. No waiver of a breach or violation of any of the terms, provisions and covenants in this Declaration or in the Articles of Incorporation or By-Laws of the Association, shall be construed to be a waiver of any succeeding breach thereof.

The rights and remedies enumerated herein shall be cumulative and non-exclusive and no election to pursue one or more such remedies shall limit the right to pursue such other and additional remedies as may be available. The right to impose fines shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, that any fine paid by the offending Owner shall be deducted from or offset against any damages that the Association may otherwise be entitled to recover by law from such Owner.

I. GENERAL PROVISIONS

(1) Term. These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of forty (40) years, from the date this Declaration is recorded, after which time these covenants and restrictions shall be automatically extended for

successive periods of ten (10) years. Any material change or amendment to this Declaration, other than as provided in provision F hereof, shall be made only in accordance with the provisions of H(4) hereof.

(2) Severability. Invalidation of one or more of these covenants or restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect. Further, in the event any one or more provisions hereof are determined to be unduly restrictive, then such provision(s) shall be so enforced so as to maximize the intent thereof without being unduly restrictive.

(4) Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of forty (40) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners, provided, any amendment which requires unit owner consent and would affect the surface water management system, including the water management portions of the common elements must have the prior approval of the South Florida Water Management District. Any amendment must be properly recorded, provided further, however, that the Declarant may file the amendment(s) referred to in provision F hereof for the purpose of adding additional property from the Master Plan to the Properties and for submitting such additional property to this Declaration by an instrument executed only by the Declarant. Such amendment need not be signed or executed in the manner otherwise provided for herein. Any amendment which refers to the lien for assessments

must first be approved by the County Attorney's Office, Palm Beach County, Florida.

In the event of a dissolution of the Association for whatever reason, the common areas may be offered to a public entity or other non-profit corporation to be utilized for purposes similar to those for which this Association was created. Palm Beach County shall not be obligated to accept such dedications unless done so by formal resolution of the Palm Beach County Board of County Commissioners.

(7) FHA-VA-FNMA-FHLMC Approval. As long as there is (a) Class B membership, and (b) any mortgage that has been purchased or for which a commitment to purchase has been issued by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, or a mortgage that is insured by the Federal Housing Administration or guaranteed by the Veteran's Administration, the following actions will require the prior approval of the Federal Housing Administration, the Veteran's Administration, the Federal National Mortgage Association, or the Federal Home Loan Mortgage Corporation, as the case may be: annexation of additional properties, other than those described in the Master Plan and Exhibit "C", dedication of Common Areas, or the material amendment of this Declaration of Protective Covenants, otherwise said approval will not be required.

(8) Approval of First Mortgages. As long as there is any mortgage on the Property that has been purchased or for which a commitment to purchase has been issued by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, the following actions will require the prior written approval of two-thirds (2/3) of the holders of record of all first mortgage liens on Lots within the Property: the alienation or encumbrance of the Common Areas by the Association, other than the granting of easements for utilities, water distribution systems, cable and/or satellite television systems or easements for similar or related purposes or easements described in D(5)(a-e) above, the abandonment or termination of the Association; the material change

in the method used for determining the assessments charged against the Lot Owners; the waiver or abandonment of the regulations or the enforcement thereof pertaining to the architectural control of the exterior appearance and design of the Residences constructed upon the Property; the failure of the Association to maintain fire and extended insurance coverage on the Common Areas (at 100% of the current replacement cost); the use of the insurance proceeds paid to the Association as the result of damage to the Common Areas for any purpose other than the repair, replacement or reconstruction of such Common Areas.

(9) Rights of First Mortgagees. As long as there is any mortgage on the Property that has been purchased or for which a commitment to purchase has been issued by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, the holder of record of the first mortgage on any Lot in the Property shall have the following rights: to pay the taxes or the charges which are in default against any of the Common Areas; to pay overdue premiums on hazard insurance policies for the Common Areas; to secure new hazard insurance coverage for the Common Areas after lapse of the existing coverage. In the event any first mortgagee makes any of the aforementioned payments, such first mortgagee shall be entitled to reimbursement from the Association for such payments, and the expense of making such reimbursement shall be deemed a common expense of the Association.

(10) Instruments Governing Common Areas and Owners of Lots. This Declaration and the Articles of Incorporation, the By-Laws of the Association, and any lawful amendments, from time to time, to said instruments, shall govern the Common Areas and the rights, duties and responsibilities of the Owners of Lots.

(11) Open Spaces Not To Be Vacated. No open spaces, as shown on any Plat of the Property, shall be vacated in whole or in part unless the entire Plat is vacated. This provision shall not apply to replats by Declarant.

(12) Declarant as Owner. During the sales period for the sale by the Declarant of the Lots on the Property or any

additions thereto to third parties, or during such time that Declarant owns any Lots for sale to third parties, neither the Owners, nor the Association shall take any action that, in Declarant's opinion, would interfere with or undermine Declarant's promotion or sale of said Lots to third parties without first obtaining the Declarant's written consent to any such action.

(13) Notice to Owners. Whenever notices are required to be given hereunder, the same shall be sent to the Owners by United States Mail at the address of the Residence situated upon the Lot. Such notices shall be deemed given when deposited in the United States Mails. Any Owner may change his mailing address by written notice given to the Declarant at: P.O. Box 6199, Lake Worth, FL 33463, with a copy to the Association at the same address, and to M. Richard Sapir, Esq., P.O. Box 3704, West Palm Beach, FL 33402.

(14) Owner's Liability and Casualty Insurance. No person other than the Owner or his mortgagee, where permitted by his mortgage, shall have the right to place hazard or liability insurance on his Lot. There may not be any requirement imposed to insure through a particular company or agent or to require the policies be approved by the Association or Declarant. Proceeds of insurance shall not be required to be paid to anyone other than the Owner and/or his mortgagee.

Absolute liability shall not be imposed upon Owners for damage to the Common Areas including the improvements thereon, where maintained by the Association, which is caused by said Owners, their families, guests, or invitees. This liability shall be limited to only that for which they are legally responsible under Florida law.

(15) Gender. Whatever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural, and the plural shall include the singular.

IN WITNESS WHEREOF, the undersigned Declarant has affixed
his hand and seal this 19th day of February, 1983

LEE ESTATES LTD., a Florida
limited partnership

By: LEE ESTATES, INC., its
corporate general partner

Chris Siemix
Lee E. Inc.

By: Norman Rauch President
Norman Rauch Secretary

STATE OF FLORIDA)
COUNTY OF PALM BEACH) SS:

The foregoing Declaration was acknowledged before me this 19th
day of February, 1983, by Norman Rauch, the President
and Secretary, respectively, of Lee Estates, Inc., corporate
general partner of Lee Estates, Ltd., a Florida limited
partnership, on behalf of the corporation and partnership, who are
personally known to me and who did not take an oath.

Judith L. Quinn
Notary Signature
Judith L. Quinn
Print Notary Name

NOTARY PUBLIC
State of Florida at Large
My Commission Expires:

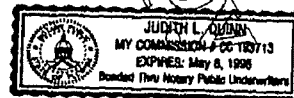


EXHIBIT "A" TO DECLARATION OF PROTECTIVE
COVENANTS FOR LEE ESTATES

Plat 1, Lee Estates, according to the plat thereof recorded in
Plat Book 69, Page 109, Public Records of Palm Beach County,
Florida.

This is not a certified copy

EXHIBIT-B

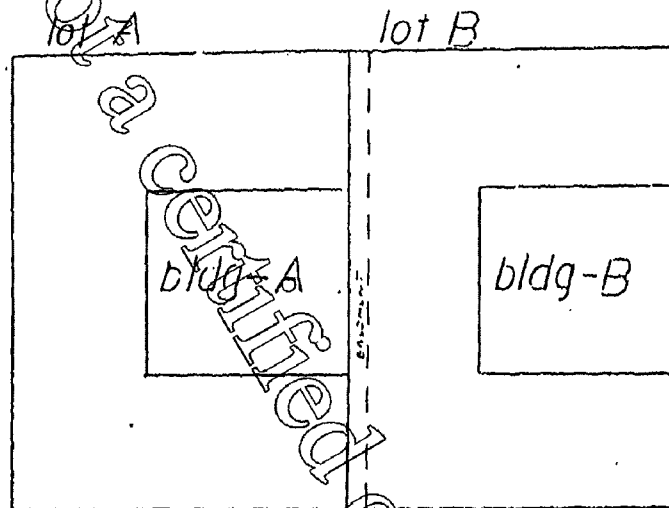


EXHIBIT "C"

ORR 7594 Pg 692
RECORD VERIFIED DOROTHY H WILKEN
CLERK OF THE COURT - PALM BEACH COUNTY, FL

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 35, TOWNSHIP 44 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

1. THE EAST 1159.59 FEET OF THE SOUTH 2727.14 FEET OF THE WEST HALF OF SAID SECTION 35, LESS THE FOLLOWING:
2. THE SOUTH 54.00 FEET THEREOF;
3. THE EAST 40.00 FEET THEREOF;
4. THE EAST 437.73 FEET OF THE NORTH 598.84 FEET OF THE SOUTH 1593.14 FEET OF THE SOUTHWEST QUARTER OF SAID SECTION 35.

ALSO LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL OF LAND:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (S.W. 1/4) OF SAID SECTION 35; THENCE NORTH 88° 26' 33" WEST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER (S.W. 1/4) OF SAID SECTION 35, A DISTANCE OF 1159.62 FEET; THENCE NORTH 01° 56' 51" EAST, A DISTANCE OF 54.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF LANTANA ROAD AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 01° 56' 51" EAST, A DISTANCE OF 1521.92 FEET; THENCE SOUTH 88° 03' 09" EAST, A DISTANCE OF 5.00 FEET; THENCE SOUTH 01° 56' 51" WEST, A DISTANCE OF 50.48 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1440.00 FEET, A CENTRAL ANGLE OF 18° 41' 31" AND A CHORD BEARING OF SOUTH 07° 23' 55" EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 469.78 FEET; THENCE NORTH 73° 15' 20" EAST, A DISTANCE OF 80.00 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1360.00 FEET, A CENTRAL ANGLE OF 03° 05' 34" AND A CHORD BEARING OF NORTH 15° 11' 53" WEST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 73.41 FEET; THENCE NORTH 74° 31' 46" EAST, A DISTANCE OF 154.87 FEET; THENCE SOUTH 88° 26' 33" EAST, A DISTANCE OF 282.01 FEET; THENCE SOUTH 01° 56' 51" WEST, A DISTANCE OF 57.17 FEET; THENCE SOUTH 89° 38' 40" EAST, A DISTANCE OF 50.02 FEET; THENCE SOUTH 88° 03' 09" EAST, A DISTANCE OF 107.00 FEET; THENCE SOUTH 01° 56' 51" WEST, A DISTANCE OF 353.00 FEET; THENCE SOUTH 88° 26' 33" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 01° 56' 51" WEST, A DISTANCE OF 81.83 FEET; THENCE SOUTH 43° 14' 51" EAST, A DISTANCE OF 35.48 FEET; THENCE SOUTH 01° 56' 51" WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH 88° 26' 33" WEST, A DISTANCE OF 10.34 FEET; THENCE SOUTH 81° 33' 27" WEST, A DISTANCE OF 82.00 FEET; THENCE SOUTH 88° 26' 33" EAST, A DISTANCE OF 118.00 FEET; THENCE SOUTH 01° 56' 51" WEST, A DISTANCE OF 262.31 FEET; THENCE NORTH 88° 26' 33" WEST, A DISTANCE OF 235.77 FEET; THENCE NORTH 84° 37' 42" WEST, A DISTANCE OF 139.31 FEET; THENCE NORTH 01° 56' 51" EAST, A DISTANCE OF 254.44 FEET; THENCE NORTH 88° 26' 33" WEST, A DISTANCE OF 82.00 FEET; THENCE NORTH 01° 56' 51" EAST, A DISTANCE OF 57.17 FEET; THENCE SOUTH 82° 44' 10" WEST, A DISTANCE OF 50.66 FEET; THENCE NORTH 47° 46' 15" WEST, A DISTANCE OF 38.14 FEET; THENCE SOUTH 82° 30' 39" WEST, A DISTANCE OF 52.20 FEET; THENCE SOUTH 37° 33' 02" WEST, A DISTANCE OF 35.33 FEET TO A POINT ON A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 1440.00 FEET, A CENTRAL ANGLE OF 09° 21' 27" AND A CHORD BEARING OF SOUTH 02° 43' 52" EAST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 235.18 FEET; THENCE SOUTH 01° 56' 51" WEST, A DISTANCE OF 267.32 FEET; THENCE SOUTH 43° 14' 51" EAST, A DISTANCE OF 35.48 FEET; THENCE SOUTH 88° 26' 33" EAST, A DISTANCE OF 240.00 FEET; THENCE SOUTH 84° 37' 42" EAST, A DISTANCE OF 188.40 FEET TO A POINT ON SAID NORTH RIGHT OF WAY LINE OF LANTANA ROAD; THENCE NORTH 88° 26' 33" WEST ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 682.99 FEET TO THE AFOREMENTIONED POINT OF BEGINNING.

CONTAINING 46.69 ACRES MORE OR LESS.

Exhibit "C"

RECORDER'S MEMO: Legibility
of Writing, Typing or Printing
unsatisfactory in this document
when received.

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

I HEREBY CERTIFY that on this 2 day of February, 1999, before me personally appeared William Hartmann, president of LEE ESTATES HOMEOWNERS ASSOCIATION, INC., a Florida Corporation, who are personally known to me or who has produced _____ (if left blank, personal knowledge existed) as identification and who did not take an oath and who executed the aforesaid Certification as their free acts and deeds as such duly authorized officers; and that the official seal of the Corporation is duly affixed and the instrument is the act and deed of the Corporation.

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

NOTARY PUBLIC:

Sign: Heather E. Kennelly

Print: Heather E. Kennelly
State of Florida at Large (Seal)

My commission expires:



HEATHER E. KENNELLY
My Commission #0488982
Expires Jul. 23, 1999
Bonded by HAI
917-422-1555

Not a Certified Copy

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of LEE ESTATES HOMEOWNERS ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on July 6, 1992, as shown by the records of this office.

The document number of this corporation is N49775.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 9th day of July, 1992.



CR2EO22 (2-91)

Jim Smith

Jim Smith
Secretary of State

ARTICLES OF INCORPORATION

OF

LEE ESTATES
HOMEOWNERS ASSOCIATION, INC.

FILED

APR -5 1965

RECEIVED
CLERK OF DISTRICT COURT
PALM BEACH COUNTY, FLORIDA

First: The name of the Corporation is LEE ESTATES HOMEOWNERS ASSOCIATION, INC.

Second: Said Corporation is incorporated as a corporation not for profit under the provisions of Chapter 617, Florida Statutes.

Third: The address of the initial registered office of the Corporation in the State of Florida is 1645 Palm Beach Lakes Boulevard, West Palm Beach, Florida 33401, and M. RICHARD SAPIR, ESQUIRE is hereby designated as the Registered Agent of the Corporation for the service of process under the Corporation, with his office at 1645 Palm Beach Lakes Boulevard, West Palm Beach, Florida 33401.

Fourth: The purposes for which this Association is formed do not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residential Lots and Common Areas of the Property submitted to the terms of the Declaration of Protective Covenants for Lee Estates and any additions to said Property. The purposes for which this Association is formed also include the promotion of the health, safety and welfare of the residents of the above described Property and any additions thereto that may hereafter be brought within the jurisdiction of this Association by submission of such additional Property to the terms of the Declaration. The Association shall have the following powers to enable it to comply with the purposes set forth herein:

(a) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Protective Covenants for Lee Estates hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of the Clerk of the Circuit Court of Palm Beach County, Florida, 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) To fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; 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) To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) To take all actions necessary to submit additional property to the terms and conditions of the Declaration;

COPY

(e) To borrow money, and with the assent of two-thirds (2/3rds) of each class of members, mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(f) To dedicate, sell or transfer all or any part of the Common Areas 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 unless an instrument has been signed by two-thirds (2/3rds) of each class of members, agreeing to such dedication, sale or transfer;

(g) To participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Areas, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3rds) of each class of members;

(h) To have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by law may now or hereafter have or exercise; and

(i) To compromise and settle all claims, litigation and disputes involving or affecting the Common Areas and disputes between two or more Lot Owners without the necessity of the approval or a vote of the members of the Association; any such compromise or settlement shall be binding on all members of the Association, their successors, estates, assignees and legal representatives.

Fifth: Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No owner shall have more than one membership for each Lot which he owns. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

Sixth: The Association shall have two classes of voting membership:

Class A. Class A members shall be all those Owners as defined in Paragraph Fifth, with the exception of the Declarant. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Paragraph Fifth. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant (as defined in the Declaration). The Class B member shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by Paragraph Fifth, provided that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the votes outstanding in the Class B membership; or

(b) on December 31, 2004.

Seventh: The term for which this Corporation is to exist is perpetual.

Eighth: The affairs of the Corporation are to be managed by the following officers:

President
Vice President
Secretary
Treasurer

Ninth: The Officers who are to serve until the first election of the Directors are as follows:

President	Norman Rauch
Vice President	Melvin Rauch
Secretary	Norman Rauch
Treasurer	Melvin Rauch

The first annual meeting of the members shall be held within one year from the date of recording of the Declaration among the Public Records of Palm Beach County, Florida, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 8:00 P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday. Meetings of the membership shall be held in Palm Beach County, Florida, at such place as may be specified in the notice of meeting. The Board of Directors shall always use its best efforts to provide a meeting place as near to the Development Area as possible. The Directors elected at the first annual meeting and at each subsequent annual meeting of the members shall elect Officers of the Corporation who will hold office until the next annual meeting of the Board of Directors, or until their successors are elected and qualified.

Tenth: This Corporation shall be governed by a Board of Directors consisting of not less than three (3) persons, and the names and addresses of the persons who are to serve as Directors for the term set opposite his respective name beginning with the recordation of the Declaration are as follows:

Name	Address	Term
1. Norman Rauch	1645 Palm Beach Lakes Blvd. West Palm Beach, FL 33401	3 years
2. Melvin Rauch	1645 Palm Beach Lakes Blvd. West Palm Beach, FL 33401	2 years
3. Ida Rauch	1645 Palm Beach Lakes Blvd. West Palm Beach, FL 33401	1 year

At the expiration of the initial term of office of each of said respective Directors, his successor shall be elected to serve a term of two (2) years. Directors shall hold office until their successors have been elected and qualified. Vacancies in the Board of Directors may be filled by the

remaining Directors and the Director so elected by the remaining Directors shall serve until the next annual meeting or special meeting of the members of the Association. At that meeting, a Director will be elected who will serve until the term of the departing Director has expired.

The Directors shall have the right to increase the number of the Board of Directors from time to time and to fill the vacancies thereby created.

Annual meetings of the Board of Directors shall be held immediately following and at the same place as the annual meeting of the members of the Association. Special meetings of the Board of Directors may be called by the President or by a majority of the Board of Directors on the giving of not less than three (3) days' notice to each Director by mail or telegraph. Directors may waive notice of a meeting or consent to or take any action without a formal meeting. At any meeting of the Board of Directors, a majority of the Board of Directors shall constitute a quorum for the transaction of business and any action may be taken by a majority of those present.

Directors may be removed from office by a vote of seventy-five percent (75%) of the voting interests of the Association, except that the members of the initial Board of Directors may not be so removed. The term "voting interests" as used herein and in the By-Laws shall mean the total votes of both the Class A membership and Class B membership, if any. 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.

No Director shall receive compensation for any service which he rendered to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duty.

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 of the Directors. Any action so approved shall have the same effect as though taken at a meeting of Directors.

The Board shall have no authority to approve or authorize any capital expenditure in excess of Ten Thousand Dollars (\$10,000.00), or to authorize the Association to enter into any contract for a term of more than three (3) years, except with the approval of a majority of the voting interests of the Association, nor to approve of any capital expenditure in excess of Twenty Thousand Dollars (\$20,000.00) without approval of seventy-five percent (75%) of the voting interests voting in person or by proxy at a meeting of the members.

Eleventh: The Board of Directors shall have all the powers and duties referred to in Declaration of Protective Covenants for Lee Estates, any amendments thereto, and in the Statutes of the State of Florida respecting corporations not for profit. The powers of the Board of Directors shall include, but shall not be limited to, the following: (a) to elect the Officers of the Corporation, and (b) to administer the affairs of the Corporation and the Common Areas, and (c) to engage the services of a manager or managing agent for the property and to fix the terms of such management agreement and the compensation and the authority of the manager or managing agent, and (d) to promulgate such rules and regulations concerning the operation and use of the property, of the Common Areas, or the Limited Common Areas as may be consistent with

the aforesaid Declaration and Limited Common Areas and to amend the same from time to time, and (e) to provide for the maintenance, repair and replacement of the Common Areas, (f) to estimate and adopt an annual operating budget and to provide for the assessment and collection from the Lot Owners of their respective shares of the estimated expenses, and (g) to compromise and settle all claims or litigation involving or affecting the Common Areas and Limited Common Areas without the necessity to a vote on the approval of the members of the Association.

Twelfth: The initial By-Laws of this Corporation are those adopted by the Board of Directors and entered in the Minute Book of the Corporation. Such By-Laws may be altered, amended or added in the manner provided for in said initial By-Laws or any subsequent By-Laws and in conformity with the provisions and requirements of Chapter 617, Florida Statutes, as amended from time to time.

Thirteenth: These Articles of Incorporation may be altered, amended, changed, added to or repealed in the manner now or hereafter prescribed by statute or herein or by the By-Laws of this Corporation as they exist from time to time, at any duly called meeting of the members of this Corporation, provided that (a) the notice of the meeting is given in the manner provided for in Section 3 of Article X of the initial By-Laws and it contains a full statement of the proposed alteration, amendment, change, addition or repeal, and (b) there is an affirmative vote of seventy-five percent (75%) of the entire membership. An Amendment to these Articles may be proposed by the Board of Directors or by the members, upon a vote of a minimum of twenty-five percent (25%) of the entire voting interest. Upon any Amendment or Amendments to these Articles of Incorporation being proposed by said Board of Directors or members, such proposed Amendment or Amendments shall be transmitted to the President of the Association or such other officer of the Association in the absence of the President, who shall thereupon call a special meeting of the membership of the Association in accordance with the By-Laws.

Fourteenth: This Corporation shall never have or issue shares of stock, nor will it ever have or provide for non-voting membership.

Fifteenth: From time to time and at least once annually, the corporate Officers shall furnish periodic reports to the members, which shall include profit and loss statements and balance sheets prepared in accordance with sound business and accounting practice. Said reports shall be furnished to any first mortgage holder of record for any Lot who requests the same in writing from the Association.

Sixteenth: The Corporation shall have all the powers set forth and described in Chapter 617.021, Florida Statutes, as amended from time to time, together with those powers conferred by the aforesaid Declaration of Covenants, Conditions and Restrictions, this Charter and any and all lawful By-Laws of the Corporation.

Seventeenth: The name and address of the subscriber hereto is as follows:

Name	Address
Norman Rauch	Post Office Box 6199 Lake Worth, FL 33466

Eighteenth: Each Director and Officer of this Corporation shall be indemnified by the Corporation against all costs and expenses reasonably incurred or imposed upon him in connection with or arising out of any action, suit or proceedings in which he may be involved or to which he may be a party by reason of his having been a Director or Officer of this Corporation, such expense to include the cost of reasonable settlements (other than amounts paid to the Corporation itself) made with a view of curtailment of costs of litigation. The Corporation shall not, however, indemnify such Director or Officer with respect to matters as to which he shall be finally adjudged in any such action, suit or proceedings to be liable for negligence or misconduct in the performance of his duty as such Director or Officer, or in respect to any matter in which any settlement or compromise is effected if the total expense, including the cost of settlement, shall substantially exceed the expense which might reasonably be incurred by such Director or Officer in conducting such litigation to final conclusion, and in no event shall anything herein contained be construed as authorizing this Corporation to indemnify any such Director or Officer against any liability of the Corporation to which he would otherwise be subject by reason of willful malfeasance, bad faith, gross negligence or reckless disregard of the duties involved in the conduct of this office. The foregoing right of indemnification shall be in addition to any other rights to which any such Director or Officer may be entitled as a matter of law or otherwise.

Nineteenth: The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3rds) of each Class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes. The dissolution of the Association shall be subject to the provisions of Chapter 617.05 of the Florida Statutes.

Twentieth: As long as there is (a) a Class B membership, and (b) any mortgage that has been purchased or for which a commitment to purchase has been issued by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, or a mortgage that is insured by the Federal Housing Administration or guaranteed by the Veteran's Administration, the following actions will require the prior approval of the Federal Housing Administration, the Veteran's Administration, the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, as the case may be: Annexation of additional properties, other than those described in the Master Plan for Lee Estates approved by Palm Beach County for Zoning Petition number 86-100 and 86-100(a) and amendments thereto, if any, mergers and consolidations, dedication of Common Areas, mortgaging of Commons Areas, dissolution and amendment of these Articles and material amendment of the Declaration; otherwise, said approval will not be required.

I, the undersigned, being the incorporator hereinabove named, for the purpose of forming a Corporation not for profit, pursuant to Chapter 617, Florida Statutes, do hereby subscribe

to this Certificate of Corporation, and have hereunto set my
hand and seal this _____ day of _____, 19____.

NORMAN RAUCH

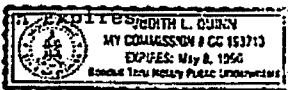
STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me
this 26th day of June, 1992, by NORMAN RAUCH,
who is personally known to me and who did take an oath.

Judith L. Quinn
Notary Public
(NAME OF ACKNOWLEDGER TYPED, PRINTED OR
STAMPED)

My Commission



Having been named in the foregoing Articles of
Incorporation of Lee Estates Homeowners Association, Inc. as
the Registered Agent to accept service of process for said
Corporation, at the place designated in the Articles of
Incorporation of said Corporation, I hereby accept said
designation as Registered Agent to accept service of process
for said Corporation, and agree to act in this capacity and
agree to comply with the provisions of Chapter 48.091, Florida
Statutes, relative to keeping open said office and place of
business.

M. RICHARD SAPIR

STATE OF FLORIDA)
COUNTY OF PALM BEACH) SS:

I HEREBY CERTIFY that on this 2 day of February, 1999, before me personally appeared William Hartmann, president of LEE ESTATES HOMEOWNERS ASSOCIATION, INC., a Florida Corporation, who are personally known to me or who has produced _____ (if left blank, personal knowledge existed) as identification and who did not take an oath and who executed the aforesaid Certification as their free acts and deeds as such duly authorized officers; and that the official seal of the Corporation is duly affixed and the instrument is the act and deed of the Corporation.

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

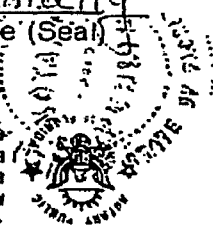
NOTARY PUBLIC:

Sign: Heather E. Kennelly

Print: Heather E. Kennelly
State of Florida at Large (Seal)

My commission expires:

My Commission CC442297
Expires Jul. 23, 1999
Bonded by H&H
800-422-1565
HEATHER E. KENNELLY



Not a Certified Copy

BY-LAWS
OF
LEE ESTATES
HOMEOWNERS ASSOCIATION, INC.
(a Non-Profit Florida Corporation)

ARTICLE I

NAME AND LOCATION

The name of the Corporation is Lee Estates Homeowners Association, Inc., hereinafter referred to as the "Association". The principal office of the Corporation shall be located at _____, or at such other places as may be subsequently designated by the Board of Directors, but meeting of Members and Directors may be held at such places within the State of Florida, County of Palm Beach, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to Lee Estates Homes Homeowners Association, Inc., a Florida non-profit corporation, its successors and assigns.

Section 2. "Property" shall mean and refer to that certain real property described in the Declaration of Protective Covenants for Lee Estates and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Areas" shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association.

Section 4. "Limited Common Areas" shall mean all real property owned by the Association, the exclusive use and enjoyment of which has been reserved for less than all members of the Association.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the property, with the exception of the Common Areas and Limited Common Areas.

RECORDER'S MEMO: Legibility of document:
unsatisfactory when received.

Section 6. "Member" shall mean and refer to every person or entity who holds a membership in the Association.

Section 7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 8. "Declarant" shall mean and refer to LEE ESTATES LTD., a Florida limited partnership, and its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development. (Declarant may sometimes be called "Developer".)

Section 9. "Declaration" shall mean and refer to the Declaration of Protective Covenants for Lee Estates, recorded in the Public Records of Palm Beach County, Florida, together with those exhibits which are attached thereto and made a part thereof, and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms thereof.

Section 10. The term "institutional first mortgagee" means a bank, or a savings and loan association, or an insurance company, or a pension fund, or a real estate trust, or other private or governmental institution which is engaged in the business of mortgage financing, which owns or holds a first and prior mortgage encumbering a residence.

Section 11. The term "institutional first mortgage" means a mortgage made by a bank, or a savings and loan association, or an insurance company, or a pension fund, or a real estate trust, or other private or governmental institution which is engaged in the business of mortgage financing, which owns or holds a first and prior mortgage encumbering a residence.

Section 12. "Residence" shall mean and refer to every single family dwelling constructed upon the property subject to the Declaration.

ARTICLE III

MEMBERSHIP

Section 1. Membership. Every person or entity who is a record owner of fee or undivided fee or undivided fee interest in any Lot which is subject to covenants or record

assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership for each Lot he owns. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

Section 2. Suspension of Membership. During any period in which a member shall be in default in the payment of any annual or special assessment levied by the Association, the voting rights of such member may be suspended by the Board of Directors until such assessment has been paid. Such rights of a member may also be suspended, after notice and hearing, for a period not to exceed sixty days, for violation of any rules and regulations established by the Board of Directors governing the use of the Common Areas or Limited Common Areas.

Section 3. Voting Rights. There shall be 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 Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant and its successors and assigns. The Class B member shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership as provided in Section 1 of this Article III. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier, whereupon Declarant shall be entitled to one (1) vote for each Lot owned.

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) on December 31, 2004.

ARTICLE IV

PROPERTY RIGHTS: RIGHTS OF ENJOYMENT

Each Member shall be entitled to the use and enjoyment of the Common Areas, as provided in the Declaration. Any Member may delegate his rights of enjoyment of the Common Areas and Limited Common Areas, if any, to the members of his family, his tenants or contract purchasers, who reside on the property. Such Member shall notify the Secretary of the Association in writing of the name of any such delegatee. The rights and privileges of such delegatee are subject to suspension to the same extent as those of the Member.

ARTICLE V

BOARD OF DIRECTORS: SECTION: TERM OF OFFICE

Section 1. Number. the affairs of the Association shall be managed by a board of not less than three (3) Directors.

Section 2. Term of Office. The initial Directors of this Association shall be appointed by the Declarant and shall consist of three Directors, one of whom shall serve a term of three years, one of whom will have a term of two years, and one of whom will have a term of one year. At the first annual meeting of the Members, the Members shall elect one Director to fill the vacancy of the Directors whose term has expired, and, thereafter, the Members shall fill the vacancies of the Directors whose terms expire.

Section 3. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. 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 would take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE VI
MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice; at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors, after not less than three (3) days' notice to each Director.

Section 3. Quorum. A majority of the number of Directors 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.

Section 4. Order of Business. The order of business at all meetings of the Board of Directors shall be as follows:

- (a) Roll call;
- (b) Reading of the minutes of the last meeting;
- (c) Consideration of communications;
- (d) Resignations and elections;
- (e) Reports of officers and employees;
- (f) Reports of committees;
- (g) Unfinished business;
- (h) Original resolutions and new business; and
- (i) Adjournment.

ARTICLE VII
NOMINATION AND ELECTION OF DIRECTORS

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 or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each 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. Such nominations may be made from among Members.

Section 2. Election. Election to the Board of Directors shall be by secret, written ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VIII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power:

(a) To adopt and publish, from time to time, rules and regulations governing the use of the Common Areas;

(b) To exercise for the Association all powers, duties and authority vested in or delegated to the Association not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(c) To 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;

(d) To employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties; and

(e) To compromise and settle all claims, litigation and disputes involving or affecting the Common Areas or Limited Common Areas without the necessity of the approval or a vote of the Members of the Association, any such compromise or settlement shall be binding on all Members of the Association, their successors, estates, assignees and legal representatives.

Section 2. Duties. It shall be the duty of the Board of Directors:

(a) To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members or at any special meeting, when such statement is requested in writing by one-fourth (1/4) of the Class A Members who are entitled to vote;

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

(c) As more fully provided herein and in the Declaration:

(1) To take into account the Common Expenses of the Association, the appropriate expenses respecting the maintenance of the Common Areas, the real and personal property taxes levied against the Association or the Common Areas, and other expenses of the Association, and fix the amount of the annual assessment of each Lot at least 30 days in advance of each annual assessment period; and

(2) To send written notice of each assessment to every Owner subject thereto at least 30 days in advance of each annual assessment period;

(d) To issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid;

(e) To collect delinquent assessments and penalties and to create, record and foreclose the lien securing the said assessments and to hire attorneys, accountants and other professionals to do the same;

(f) To procure and maintain adequate liability insurance, and to procure adequate hazard insurance on property owned by the Association;

(g) To cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(h) To cause the Common Areas to be maintained; and

(i) To cause the exterior of the Residences and any Limited Common Areas appurtenant thereto to be maintained by the Owners, and if an Owner fails to maintain the same, then the Association may, pursuant to the provisions of Section E (1)(f) of the Declaration, repair and restore the Lot, the Limited Common Area appurtenant thereto, and the exterior of the Residence and Limited Common Areas, and any other improvements erected thereon, all at the cost of the Owner.

ARTICLE IX

COMMITTEES

Section 1. The Association may appoint an Architectural Control Committee pursuant to provision D(2) of the Declaration, and the Board of Directors may appoint other committees as deemed appropriate in carrying out its purposes, such as:

(a) A Maintenance Committee which shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of the Common Areas and the maintenance of the improvements located on any Lot, and shall perform such other functions as the Board, in its discretion, determines;

(b) An Audit Committee which shall supervise the annual audit of the Association's books and approve the annual budget and statement of income and expenditures to be presented to the membership at its regular annual meeting, as provided in Article XI,

Section 8(d) herein. The Treasurer shall be an ex officio member of the Committee.

Section 2. It shall be the duty of each committee to receive complaints from members on any matter involving Association functions, duties and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, Director or officer of the Association as is further concerned with the matter presented.

ARTICLE X

MEETINGS OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one year from the date of the recording the Declaration among the Public Records of Palm Beach County, Florida, and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter, at the hour of 8:00 P.M. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday. Meetings of the Membership shall be held in Palm Beach County, Florida, at such place as may be specified in the Notice of Meeting. The Board of Directors shall always use its best efforts to provide a meeting place as near to the Development Area as possible.

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-fourth (1/4) of all of the votes of the entire membership or who are entitled to vote one-fourth (1/4) of the Class A membership. At a special meeting, the presence of members or of proxies entitled to cast sixty percent (60%) of all votes of each Class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the discretion of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at

2nd
Meeting
88 votes

least 15 days before such meeting 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, a majority of the votes of each class of membership shall constitute a quorum for any action, except as otherwise provided in the Articles of Incorporation, the Declaration 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 the 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 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 lot.

ARTICLE XI

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of the Association shall be a President and Vice President, a Secretary and a Treasurer, who shall at all times be members of the Board of Directors, 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 the 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 officers 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 any later time 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 in the manner prescribed for regular election. The officer 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:

(a) President. The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board are carried out, shall sign all leases, mortgages, deeds and other written instruments, and shall co-sign all checks and promissory notes.

(b) Vice President. 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.

(c) Secretary. 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.

(d) Treasurer. 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,

shall sign all checks and promissory notes of the Association, keep property books of account, cause an annual audit of the Association's books to be made by a public accountant at the completion of each fiscal year, and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members, and shall furnish a corporate surety bond in a sum satisfactory to the Board for the faithful performance of the duties of his office and the restoration to the Association of all books, papers, vouchers, money or other property of whatever kind in his possession, or under his control, belonging to the Association. The Association shall pay all premiums for said bond.

ARTICLE XII

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 five (5) days after the due date, the assessment shall bear interest from the date of delinquency at the highest rate allowed by law, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas, Limited Common Areas or abandonment of his Lot.

ARTICLE XIII

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 reasonable cost.

ARTICLE XIV

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: "Lee Estates Homeowners Association, Inc. - corporation not for profit".

ARTICLE XV

NO STOCK AND/OR CERTIFICATES OF MEMBERSHIP

The Association shall never have or issue shares of stock and/or certificates of membership, nor will it ever have or provide for non-voting membership.

ARTICLE XVI

RULES AND REGULATIONS

In addition to the other provisions of these By-Laws, the following rules and regulations, together with such additional rules and regulations as may hereafter from time to time be adopted by the Board of Directors, shall govern the use of the dwellings located in the Property and the conduct of all residents thereof:

- (a) Each Residence shall be used only for residential purposes;
- (b) Owners shall not use or permit the use of their premises in any manner which would constitute a nuisance;
- (c) Residences may not be used for business use or for any commercial use whatsoever; and
- (d) There shall not be parked upon any of the parking spaces set aside for such, whether on a Lot or upon the Common Areas or upon the Limited Common Areas, any trailer, commercial-type van, commercial vehicle, boat, boat trailer, truck or other non-passenger private automobile.

ARTICLE XVII

JOINT OWNERSHIP

In the event a Lot is owned by more than one person, then all of the Owners of such Lot shall be entitled collectively to only one vote or ballot in the management of

the affairs of the Association, and the vote of such Owners may not be divided between plural Owners of a single Lot. If the Owners are unable to agree upon their ballot upon any subject at any meeting, they shall lose their right to vote on such subject, but if all of the Owners of such Lot shall not be present at the meeting, either in person or by proxy, the one or ones so present shall cast the vote of all such Owners.

ARTICLE XVIII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of seventy-five percent (75%) of Members present in person or by proxy, except that if at the time an amendment is proposed there are any mortgages encumbering any lot, which mortgages have been purchased or for which a commitment to purchase has been issued by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, or a mortgage that is insured by the Federal Housing Administration or guaranteed by the Veteran's Administration, then the Federal Housing Administration, the Veteran's Administration, Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, as the case may be, shall have the right to veto amendments while there is Class B membership, otherwise said right of veto will not exist.

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 XIX

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 and end on December 31st next succeeding.

Section 2. No Owner or Member, except as an Officer of the Association, shall have any authority to act for the Association or bind it.

Section 3. If any By-Law or part thereof shall be adjudged invalid, the same shall not affect the validity of any other By-Law or part thereof.

Section 4. In the event the Owner of a Lot fails to maintain it as required or otherwise violates or intends to violate the provisions of the Declaration or these By-Laws, the Association shall have the right to proceed in a Court of equity for injunction to seek compliance with the provisions hereof. In lieu thereof, and in addition thereto, the Association shall have the right to levy an assessment against the Owner, secured by the lien for assessments, for the necessary sums to correct the violation, remove any structure or obstruction and restore the property. The defaulting Owner shall be responsible for all costs to such proceedings. In the event resort is ever had to legal counsel, for violation of any rules and regulations or provisions of the Declaration against an Owner, such Owner shall be responsible for such costs incurred, including legal fees.

ARTICLE XX

Wherever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, wherever the context so requires.

IN WITNESS WHEREOF, we, being all of the Directors of Lee Estates Homeowners Association, Inc., have hereunto set our hands and seals this _____ day of _____, 19__.

NORMAN RAUCH

MELVIN RAUCH

IDA RAUCH

STATE OF FLORIDA

COUNTY OF PALM BEACH

Before me, the undersigned authority, this day personally appeared NORMAN RAUCH, MELVIN RAUCH and IDA RAUCH, who are known to me and who took an oath, after being duly sworn according to law, depose and say that they are the

Directors of Lee Estates Homeowners Association, Inc., a non-profit corporation organized under the laws of Florida, and depose and say that the foregoing By-Laws were adopted by them as the Directors of said Lee Estates Homeowners Association, Inc.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at _____, Palm Beach County, Florida, this ____ day of _____, 19__.

Notary Public
(NAME OF ACKNOWLEDGER TYPED, PRINTED OR STAMPED)

My Commission Expires:

7950R/jms

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