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Palm Beach County, Florida  
Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 0052 - 83; (32pgs)

This instrument prepared by and should be returned to:

Leonard Wilder, Esq.  
BAKALAR & ASSOCIATES, P.A.  
12472 West Atlantic Boulevard  
Coral Springs, Florida 33071  
(954) 475-4244

**NOTICE OF PRESERVATION  
OF THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS and PARTY WALL  
AGREEMENT FOR TIMBERLANE HOMEOWNERS ASSOCIATION OF P.B. COUNTY, INC.**

**THIS NOTICE OF PRESERVATION OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS and PARTY WALL AGREEMENT FOR TIMBERLANE HOMEOWNERS ASSOCIATION OF P.B. COUNTY, INC.** (the "Notice") is executed this 24<sup>th</sup> day of April, 2018, by TIMBERLANE HOMEOWNERS ASSOCIATION OF P.B. COUNTY, INC., a Florida non profit corporation, whose address is c/o GRS Management Associates, Inc., 3900 Woodland Blvd., Ste 309, Lake Worth, FL 33463 (the "Association");

**WITNESSETH:**

**WHEREAS**, TIMBERLANE HOMEOWNERS ASSOCIATION OF P.B. COUNTY, INC., a Florida non profit corporation (the "Association"), is the "Association" as defined in the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS and PARTY WALL AGREEMENT FOR TIMBERLANE HOMEOWNERS ASSOCIATION OF P.B. COUNTY, INC. (the "Declaration"), formed for the governance of the residential community known as Timberlane (the "Subdivision"), located in Palm Beach County, Florida legally described as follows:

**PLAT OF TIMBERLANE, A P.U.D. in Sections 27 and 34, Township 44  
South Range 42 East, City of Greenacres, County of Palm Beach, State of Florida,  
according to the Plat thereof recorded in Plat Book 61, Pages 195-197 of the Public  
Records of Palm Beach County, Florida.**

**WHEREAS**, each owner of a lot or unit within the Subdivision is a member of the Association, which Association is authorized to enforce use restrictions that are imposed upon parcels within the Subdivision.

**WHEREAS**, the Subdivision is governed by the provisions of that certain Declaration, recorded September 7, 1989 and recorded on said date at Official Records Book 6187, at Page 0508, et. seq and re-recorded in Official Records Book 6278 at Page 1393, et. seq. ., of the Public Records of Palm Beach County, Florida, as same has been amended and supplemented from time to time (the "Declaration");

**WHEREAS**, all references to the above-referenced Declaration shall include all recorded amendments, if any, to said Declaration, which amendments are described in that certain Chronological Index attached hereto as Exhibit A.

**WHEREAS**, the real property interest claimed by the Association under this Notice is the right to continue to apply and enforce those certain use restrictions, covenants, easements, conditions, and agreements set forth in the above-referenced Declaration;

**WHEREAS**, pursuant to Section 712.05 and Section 712.06, Florida Statutes, the Association desires to and has taken the actions necessary to preserve the covenants and restrictions contained in the Declaration, as recorded in Official Records Book 6187, at Page 0508, of the Public Records of Palm Beach County, Florida (and re-recorded in OR Book 6278 at Page 1393), as amended from time to time, by the filing of this Notice;

**NOW THEREFORE**, the Association does hereby state and declare as follows:

1. **Recitals**. The recitals set forth above are true and correct and are incorporated herein by reference.
2. **Preservation of Declaration**. On April 24, 2018, the Board of Directors of the Association

voted by at least a two-thirds (2/3rds) majority vote to extend and to preserve the Declaration from extinguishment by the operation of the Marketable Record Titles to Real Property Act, Chapter 712, Florida Statutes, pursuant to the provisions of Section 712.05, Florida Statutes. Accordingly, this Notice has the effect of preserving the Declaration for a period of not longer than thirty (30) years following the recordation of this Notice among the Public Records of Palm Beach County, Florida.

3. **Statement of Marketable Title Action.** Attached to this Notice as **Exhibit B** is an Affidavit of the President of the Association (also being a member of the Board of Directors) affirming that the Board of Directors of the Association caused a statement meeting the requirements of Section 712.06, Florida Statutes, to be included in a notice which was mailed to all members of the Association, a copy of which is attached as **Exhibit C.**

4. A copy of the Neighborhood Covenants, along with its amendments, the bylaws and articles of incorporation are attached hereto as **Exhibit D.**

**IN WITNESS WHEREOF** the Association has executed this Notice in a manner and form sufficient to bind it as of the date set forth above.

(CORPORATE SEAL)

Witnesses (As to both signatories):

**TIMBERLANE HOMEOWNERS ASSOCIATION OF P.B. COUNTY, INC.,** a Florida non profit corporation

Leshe D. Stefano  
Print Name: Leshe D. Stefano

By: Thomas Asta  
Print Name: THOMAS ASTA

President

Sheila Chong  
Print Name: Sheila Chong

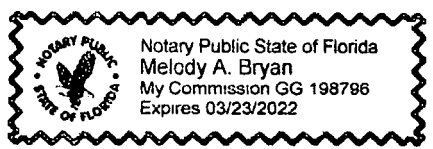
Attest: [Signature]  
Print Name: Ronald Geleker  
Secretary

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was sworn to, subscribed and acknowledged before me this 24 day of April, 2018, by Thomas Asta, and Ronald Geleker, as the President and Secretary, respectively, of Timberlane Homeowners Association of P.B. County, Inc., who

(check one)  are personally known to me, or  
 produced \_\_\_\_\_ (type of identification) as identification.

They acknowledged executing this document in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation.



Melody A. Bryan  
Notary Public  
Print Name: Melody A. Bryan  
Commission No.: GG 198796  
My Commission Expires: 3/23/22

(NOTARY SEAL)

**CHRONOLOGICAL INDEX OF RECORDED AMENDMENTS TO  
DECLARATION OF COVENANTS AND RESTRICTIONS FOR  
 TIMBERLANE**

(OR Book and Page Numbers are in Palm Beach County, Florida)

<u>DOCUMENT</u>	<u>RECORDING DATE</u>	<u>O.R. BOOK</u>	<u>PAGE</u>
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**The "Declaration":**

Declaration of  
 Covenants, Conditions and Restrictions  
 and Party Wall Agreement

	09/07/89	6187	0508
	Re-Recorded	6278	1393

\*\*\*\*\*

**Bylaws**

	09/07/89	6187	0508
	Re-Recorded	6278	1393

\*\*\*\*\*

**Articles of Incorporation**

	09/07/89	6187	0508
	Re-recorded	6278	1393

\*\*\*\*\*

**Rules and Regulations**

	01/04/93	7539	0669
	Re-Recorded	7657	0673

**Amended**

	08/19/93	7846	1796
	09/02/94	8435	1932
	12/30/97	10159	1053
	02/28/00	11629	1190
	01/24/03	14712	1377
	08/03/04	17341	1541

**EXHIBIT A**

This is not certified

**AFFIDAVIT**

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared **THOMAS ASTA** ("Affiant"), who after first being duly sworn, deposes and says:

1. I am the President and a Director of TIMBERLANE HOMEOWNERS ASSOCIATION OF P. B. COUNTY, INC. a Florida nonprofit corporation (the "Association"), and I have personal knowledge of the matters contained herein and know them to be true and correct.
2. The Association is the homeowners association which governs the residential community generally known as Timberlane, located in Palm Beach County, Florida, pursuant to that certain Declaration of Covenants, Conditions and Restrictions and Party Wall Agreement of Timberlane, recorded in Official Records Book 6187, at Page 508, et seq., of the Public Records of Palm Beach County, Florida, as the same has been amended from time to time (the "Declaration").
3. The Board of Directors of the Association has caused a statement in substantially the form required by Section 712.06(b), Florida Statutes, to be mailed to the Members of the Association not less than seven (7) days prior to the meeting of the Board of Directors of the Association held on April 24, 2018, at which the Board of Directors voted by at least a two-thirds majority to preserve the covenants and restrictions contained in the Declaration and the Bylaws. A copy of the Notice of Board of Directors Meeting containing the Statement of Marketable Title Action is attached as **Exhibit C** to the Notice of Preservation.

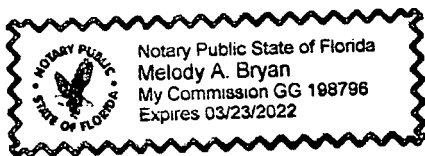
FURTHER AFFIANT SAYETH NOT

*Thomas Asta*

Thomas Asta, as President and Director of  
Timberlane Homeowners Assoc. of P.B. County, Inc.

The foregoing Affidavit was sworn to and subscribed before me this 24 day of April, 2018.  
Thomas Asta is personally known to me or has produced \_\_\_\_\_ (type of identification)  
as identification.

(NOTARY SEAL)



*Melody A. Bryan*  
Notary Public, State of Florida at Large  
Print Name: Melody A. Bryan  
Commission Number: GG 198796  
My Commission Expires: 3/23/22

**EXHIBIT B**

**TIMBERLANE HOMEOWNERS ASSOCIATION OF P.B. COUNTY, INC.**  
a Florida Non Profit Corporation (the "Association")

**NOTICE OF BOARD OF DIRECTORS MEETING TO VOTE ON  
PROPOSED PRESERVATION OF THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
AND PARTY WALL AGREEMENT FOR TIMBERLANE**

NOTICE is hereby given, in accordance with Section 712.05, Florida Statutes, that a meeting of the Association's Board of Directors will be held on the following date, at the time and place listed below, and for the purpose listed below:

**DATE:** Tuesday, April 24, 2018  
~~Monday~~

**TIME:** 6:30pm

**PLACE:** 2220 Timberlane Circle. Lake Worth. FL

**PURPOSE:** To vote on a proposal to preserve the DECLARATION OF COVENANTS, CONDITIONS and RESTRICTIONS and PARTY WALL AGREEMENT FOR TIMBERLANE as same has been amended and supplemented from time to time (the "Declaration").

Copies of the Declaration and other governing documents of the Association are available for inspection and copying from GRS Management, 3900 Woodlake Blvd., Suite 309, Lake Worth, FL or can be obtained through the public records at <http://www.mypalmbeachclerk.com> If action is not timely taken to preserve the covenants and restrictions contained in the Declaration, then the Declaration will be extinguished in accordance with Florida's Marketable Record Titles to Real Property Act, Chapter 712, Florida Statutes.

If at least two-thirds (2/3rds) of the Board of Directors vote at this special Board meeting to preserve the Declaration and Bylaws, then a Notice of Preservation shall be recorded in the Public Records of Broward County, Florida and the Declaration will be preserved and renewed as a matter of law for a period of thirty (30) years.

The following Statement is hereby given to all members as required by the provisions of Sections 712.05 and 712.06, Florida Statutes:

**EXHIBIT C**

**STATEMENT OF MARKETABLE TITLE ACTION**

Timberlane Homeowners Association of P.B. County, Inc. (the "Association") has taken action to ensure that the **Declaration of Covenants, Conditions and Restrictions and Party Wall Agreement of Timberlane** recorded in Official Records Book 6187, Page 0508, et seq., and recorded in Official Record Book 6278, Page 1393 of the Public Records of Palm Beach County, Florida, as may be amended from time to time, currently burdening the property of each and every member of the Association, retains its status as the source of marketable title with regard to the transfer of a member's residence. To this end, the Association shall cause the notice required by Chapter 712, Florida Statutes, to be recorded in the public records of Palm Beach County, Florida. Copies of this notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association.

**NOTE TO OWNERS AND MEMBERS:**

All members of the Association may attend every meeting of the Association's Board of Directors. The preservation of our Declaration is an important issue for all members, and your Board of Directors encourages you to attend this important meeting.

Respectfully submitted,

By: Leslie DiStefano  
Leslie DiStefano, LCAM  
For the Board of Directors of  
Timberlane Homeowners Association of P.B. County, Inc.

Dated: April 16, 2018



WILL CALL - #85/

SEP-07-1989 02:01PM 89-255835

ORB 6187 Pg 508

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
AND PARTY WALL AGREEMENT  
OF

TIMBERLANE

A Patio-Villa Community  
Palm Beach County, Florida

KNOW ALL MEN BY THESE PRESENTS that the undersigned, as owners of certain property to be hereinafter known as TIMBERLANE, located in the County of Palm Beach, Florida, and more particularly described as follows:

(See Schedule "A" attached hereto)

hereby makes the following Declaration of Protective Covenants, Conditions and Restrictions covering the above-described real property, specifying that this Declaration shall constitute a covenant running with the land described in Schedule "A" above and that this Declaration shall be binding upon the undersigned and upon all persons deraining title through the undersigned, including all successors and assigns. These protective covenants, during their lifetime, shall be for the benefit of and limitation upon all present and future owners of the real property. Developer reserves the right to bring additional property into the Homeowners Association and the terms of this Declaration by annexing adjacent properties.

For the purpose of this instrument, the term "patio-villa" shall include and mean quadplex improvements on parcels of land connected with this development.

1. All of the land described in Schedule "A" less all of the land shown thereon as being patio-villa units shall be known as common property. Such common property shall consist of the roadways, parking areas and all unimproved areas. This common property will be owned by TIMBERLANE HOMEOWNERS ASSOCIATION OF P.B. COUNTY, INC., a corporation not for profit organized under the laws of the State of Florida, hereinafter referred to as the Association. The common property is being conveyed to the Association by the undersigned by a separate instrument recorded simultaneously herewith. The Association shall administer such property in keeping with this Declaration as well as the Articles of Incorporation and By-Laws of TIMBERLANE HOMEOWNERS ASSOCIATION OF P.B. COUNTY, INC., together with the Rules and Regulations promulgated by the Association. Said conveyances shall include all water management tracts.

2. The undersigned is conveying to the Association, certain items of personal property to be utilized in connection with furnishing utilities to project to be known as limited common property. This limited common property shall consist of the water and sewer lines going from the point of connection of same to each structure containing the patio-villa units to the point of connection of same to the central water distribution and sewage collection lines of the County of Palm Beach, Florida. These items of personal property shall be administered by the Association for the benefit of the owners of the separate patio-villa units in each structure. The expenses of repair, replacement, cleaning and maintenance of these lines for a particular structure shall be borne equally by the owners of the patio-villa units located in such structure. Upon the expenditure of funds by the Association for any such purpose, each patio-villa owner in the structure shall be assessed for his share of the expense. The assessment shall be due and payable thirty (30) days after billing, and all sums unpaid after thirty (30) days shall bear interest at the rate of ten percent (10%) per annum from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due. The Association shall have the right to file a lien against the property of the owner who shall fail to make his required assessment payments. The lien for unpaid assessments shall also secure costs and reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien.

Prepared by  
GENE MOORE  
LAWYER  
P. O. BOX 910  
239 EAST OCEAN AVENUE  
SUITE 408  
BOYNTON BEACH, FLORIDA  
33433

Return: Gene Moore  
P. O. Box 910  
Boynton Beach, Fla.  
Rec. - 101.10  
Fla. St. -  
Surfax -  
Intang. -

-1-

Exhibit: **D**

3. Each owner at TIMBERLANE will own fee simple title to his patio-villa, each of which shall be located in a structure containing separate patio-villa units. Ownership of these units shall be separated by a party-wall agreement filed in the Public Records of Palm Beach County, Florida.

4. No patio-villa owner shall in any way deface or change the color of the exterior of his patio-villa. Exterior walls, roof and the fencing around the courtyard are to be maintained by each patio-villa owner in a quality condition at all times. Failure to maintain the patio-villa in such manner will result in a thirty (30) day notice to the patio-villa owner from the Association setting forth the items to be corrected. In the event the notice is not adhered to, the Association may contract to have such work performed and the patio-villa owner will be charged for the invoices delivered by such contractors, together with any reasonable costs of the Association. The Association shall have the right to file a lien for non-payment of such charges in which event the patio-villa owner shall be responsible for attorney's fees and costs. Each patio-villa owner covenants and agrees that he will not decorate or alter the exterior or color of the exterior of the dwelling upon his property without the prior consent of the Association. If a patio-villa owner shall desire to decorate the exterior in a color and finish other than that supplied by the builder at the time of construction of the patio-villa units, then the consent of 50% of the members of the Association and all holders of first mortgages shall also be required, prior to such change in decoration being effected. Nothing herein shall be construed to require a patio-villa owner to obtain any approval in writing or otherwise for the painting of exterior of his patio-villa in a color and finish consistent and compatible with his color and finish of the other patio-villa units. Normal maintenance of the roof of the patio-villa units such as cleaning, recoating or repainting, shall be done uniformly and at the same time for the entire roof of the building upon agreement of the patio-villa owners. The expense of such maintenance shall be borne proportionately by the patio-villa owners. The proration shall be determined by the ratio of square footage of each patio-villa unit roof to the total of the entire roof area of the total building. In the event of damage or destruction which is confined to the roof area wholly within the dimension of one patio-villa unit, the repair or replacement shall be at the expense of said patio-villa owner. If the damage or destruction of adjacent roof areas is caused by the negligence or willful misconduct of any one patio-villa owner, such negligent owner shall bear the entire cost of repair or replacement. If any patio-villa owner shall neglect or refuse to pay his share, or all of such cost in case of negligence or willful misconduct, any other affected patio-villa owner may have such roof repaired or replaced and shall be entitled to a lien on the patio-villa of the other unit owner so failing to pay for the amount of such defaulting owner's share of the repair or replacement cost. If a patio-villa owner shall give, or shall have given a mortgage or mortgages upon his property, then the mortgagee shall have the full right at his option to exercise the right to add to the outstanding balance of such mortgage any amounts paid by the mortgagee for repairs hereunder and in addition, the right to add to the outstanding balance of such mortgage any amounts paid by the mortgagee for repairs hereunder and not reimbursed to said mortgagee by the patio-villa owners.

5. Property and casualty insurance on each patio-villa structure shall be maintained at all times. Any unit owner failing to maintain insurance shall be assessed for the insurance premium covering his dwelling structure, which insurance shall be in an amount equal to the maximum insurance replacement value, excluding foundation and excavation costs. The assessments for insurance shall be due and payable when billed, which shall be sixty (60) days prior to the expiration date of the policy covering each unit at TIMBERLANE. Assessments and installments on such assessments paid on or before thirty (30) days after the date when due shall not bear interest; but all sums not paid on or before thirty (30) days after the date when due shall bear interest at the rate of ten (10%) percent per annum from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due. The Association shall have the right to file a lien against the property of such owner who shall fail to make

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his required assessment payments. The lien for unpaid assessments shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. Property and casualty insurance shall be purchased individually by each unit owner on a master policy basis, which will cover all of the patio-villa structure. The insurance policy shall insure all property conveyed by the undersigned at the time of the closing on the patio-villa structure. Each patio-villa structure owner shall insure any contents placed in the patio-villa structure owner shall insure any contents placed in the patio-villa structure after the closing as well as any additions made in or to the patio-villa structure by the owner as each owner may desire. The Association shall also purchase such insurance as may be necessary on the common property to protect the Association and the patio-villa owners. Such insurance will be handled in the same method as set forth above. In the event of any casualty loss, the Homeowners Association shall be the agent of all owners and shall adjust such loss on their behalf. All of the patio-villa units and improvements shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against the loss or damage by fire and other hazards covered by a standard extended coverage endorsement and flood insurance, if required.

6. Each patio-villa owner shall automatically become a member of TIMBERLANE HOMEOWNERS ASSOCIATION OF P.B. COUNTY, INC., by virtue of acceptance of the deed of conveyance to his patio-villa. As a member of the Association, said owner shall be governed by the Articles of Incorporation, By-Laws, and Rules and Regulations of the Association. Conveyance of title or rental by owners of any patio-villa located within development shall be subject to prior approval of the Board of Directors of the Association, which approval shall not be unreasonably withheld. Each lot owner is empowered to enforce these covenants.

7. The Association shall collect a monthly charge from each patio-villa owner. This charge shall be used to maintain the common property, and shall be defined as being "current expenses" within the terms of the By-Laws for TIMBERLANE HOMEOWNERS ASSOCIATION OF P.B. COUNTY, INC. Current expenses shall include lawn and landscape maintenance, master television antenna system, if any, maintenance for the common property and other expenses incurred in the maintenance and operation of TIMBERLANE property. The charge shall be that which is set by the Association which may be modified from time to time in keeping with the necessary adjustments in the amount required to properly maintain and operate TIMBERLANE property. Each patio-villa owner shall be responsible for paying his assessment charge on a current basis. Failure to pay the assessment shall result in the imposition of a lien upon his patio-villa by the Association for such sum, and in this event, the Association shall be entitled to attorney's fees and costs. In addition to the semi-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 repair or replacement of any portion of the common property, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a members' meeting duly called for this purpose under the terms set forth in the By-Laws of TIMBERLANE HOMEOWNERS ASSOCIATION OF P.B. COUNTY, INC. Said assessment shall include pro-rata share of Association insurance premium. Any monthly charge not paid within ten days (10) after due shall carry a \$10.00 late charge.

8. Each patio-villa owner shall have perpetually the full free right to the use and enjoyment of all of the common property owned by the Association. This shall include but not be limited to a right of ingress and egress over all of the common property. This right of ingress and egress throughout the common property shall also extend to all invitees and guests of the patio-villa owner. This use is, however, subject to the right of the individual patio-villa owner to the exclusive use of the parking spaces as assigned by the Association. If ingress or egress to any residence is through the common area, any conveyance or encumbrance of such area is subject to lot owner's easement.

9. All mortgagees of patio-villa owners shall specifically have a complete right of access to all of the common property for the purpose of ingress and egress to any and all patio-villas upon which they have a mortgage loan.

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33426

10. When the mortgagee of a first mortgage of record or other purchaser of a patio-villa obtains title to the dwelling as a result of foreclosure of the first mortgage, or by a deed taken in lieu of foreclosure, such acquirer of title, his successors and assigns, shall not be liable for any delinquent assessments due the Association pertaining to such patio-villa or chargeable to the former patio-villa owner of such parcel which became due prior to acquisition of title as a result of the foreclosure or by a deed taken in lieu of foreclosure until said patio-villa is either sold or leased by the first mortgage holder. Such unpaid assessments shall be deemed to be a common assessment, collectible from all of the patio-villa owners including such acquirer, his successor or assigns. The lien of any assessment shall be subordinate to the lien of any first mortgage, and Mortgagees shall not be required to collect assessments. Failure to pay assessments does not constitute a default under an insured mortgage.

11. Easements are specifically provided throughout the common property for any and all necessary utility services that may be necessary.

12. The undersigned shall retain control of the Association until 75% of the units have been sold, or until such time as the undersigned voluntarily elects to terminate its control of the Association, or until three years after the date of the first sale in the development, whichever occurs first. It is further agreed that subsequent to sale of 50% of units in the development, Buyers agree that they shall assume control of the Association, should the Developer elect to convey same to them. During said period, the undersigned has the sole right to amend this Declaration of Protective Covenants, Conditions and Restrictions without requirement of the joinder of any patio-villa owner. Subsequent to transfer of control by Developer to Homeowners Association, amendments to these restrictive covenants shall be implemented upon recommendation of the Board of Directors and approved by 2/3 of all patio-villa owners, together with consent of all mortgagees of any patio-villa unit; provided, however, written joinder and consent of all mortgagees of any patio-villa unit shall be required. Further provided, that no amendment shall affect in any way, the common area maintenance obligations of the TIMBERLANE HOMEOWNERS ASSOCIATION OF P. B. COUNTY, INC. The common area cannot be mortgaged or conveyed without the consent of at least 2/3 of the lot owners (excluding the Developer). Further, any such amendments or mortgages, shall require the written approval of South Florida Water Management District.

13. In no event shall any exterior radio or television antennas be permitted.

14. Any lien referred to in this Declaration shall not be effective unless and until same has been recorded in the Public Records of Palm Beach County, Florida.

15. In the event a patio-villa unit is damaged through an act of God or other casualty, that unit owner shall promptly cause his patio-villa to be repaired and rebuilt substantially in accordance with the original architectural plans and specifications. It shall be the duty of the Association to enforce such repair and building of the patio-villa unit to comply with this responsibility.

16. The common walls and limited common property shared by the patio-villa units shall be party walls, and limited common property for the perpetual benefit of and use by the owner, including his heirs, assigns, successors and grantees, or each patio-villa unit.

17. In the event of damage or destruction of the party walls and limited common property from any cause whatsoever, other than the negligence or willful misconduct of a patio-villa owner, the patio-villa owners shall, at their joint expense, repair and rebuild said wall(s), and limited common property, and each patio-villa owner shall have the right to full use as herein contained of said wall(s), and limited common property repaired or rebuilt. In the event it shall become necessary or desirable to perform maintenance thereon, the whole or any part of the party walls, and limited common property, such expense shall be shared equally by the owners of patio-villa units or their successors in title. Whenever such wall, and limited common property or any part thereon shall be rebuilt, it shall be erected in the same manner and at the same location where it shall initially be constructed, and shall be of the same size and of the same or similar materials and of like quality. Provided, that if such maintenance, repair or construction is brought about solely by the neglect or the willful misconduct of one patio-villa owner, any expense incidental thereto shall be borne solely by such wrongdoer. If a patio-villa owner shall refuse to pay his share, all or part of such cost in the case of negligence or willful misconduct, any other patio-villa owner may have such wall repaired or reconstructed

and shall be entitled to a lien on the patio-villa of the owner so failing to pay for the amount of such defaulting owner's share of the repair or replacement. If a patio-villa owner shall give, or shall have given, a mortgage or mortgages upon his patio-villa, then the mortgagee shall have the full right at his option to exercise the rights of his mortgagor as an owner hereunder and, in addition, the right to add to the outstanding balance of such mortgage any amounts paid by the mortgagee for repair hereunder and not reimbursed to said mortgagee by the patio-villa unit owners. If a patio-villa owner shall cease to use the wall as a party wall, he shall be deemed to have abandoned all rights thereto, and the wall shall become the property of the adjacent patio-villa owner who shall have an easement upon the land under the wall so long as the wall shall be used by him. Any patio-villa owner removing his improvements from the party wall or making use of the party wall shall do so in such manner as to preserve all rights of the adjacent owner in the wall, and shall save the adjacent owner harmless from all damage caused thereby to improvements then existing. In the event repairs of reconstruction shall be necessary, all necessary entries on the adjacent patio-villa unit shall not be deemed a trespass so long as the repairs and reconstruction shall be done in a workmanlike manner, and consent is hereby given to enter on the adjacent patio-villa unit to effect necessary repairs and reconstruction.

18. The owner of any patio-villa unit sharing a party wall with the adjoining townhouse unit shall not possess the right to cut windows or other openings in the party wall, nor make any alterations, additions or structural changes in the party wall. The owner of any such patio-villa unit shall have the right to the full use of said party walls, and limited common property for whatever purposes he chooses to employ subject to the limitations that such use shall not infringe on the rights of the owner of any adjoining patio-villa unit or his enjoyment of said walls or limited common property in any manner impair the value of said walls or limited property. Each common wall and limited common property to be constructed on the above described lots is to be and remain a party wall, and limited common property for the perpetual use and benefit of the respective owners thereof, their heirs, assigns, successors and grantees, said lots being conveyed subject to this condition.

19. So long as there shall be a mortgage or mortgages upon any of the parcels described in Schedule "A" this agreement shall not be modified, abandoned or extinguished without the consent of such mortgagee, and acquisition of one patio-villa owner's property by and of the other owners shall not operate to render this agreement void, useless or extinguished, without the written approval of the holder of any then outstanding mortgage.

20. The responsibility for maintenance of commonly used areas within the development, consisting of roadways, recreation areas, drainage facilities, and limited parking areas, shall rest with TIMBERLANE HOMEOWNERS ASSOCIATION OF P.B. COUNTY, INC.

21. Additional residential property and/or common area may be annexed to the properties of Declarant without obtaining consent from any other party, including owners or any mortgagees of any lots. Such annexed lands shall be brought within the scheme of this Declaration by the recording of a short form of Notice of Declaration, that shall be executed by Declarant, in the Public Records of Palm Beach County, Florida. The short form of Declaration shall refer to this Declaration and shall, unless specifically otherwise provided, incorporate by reference, all the terms, protective covenants and conditions of this Declaration, thereby subjecting said annexed lands to such terms, covenants, conditions and restrictions as fully as though said annexed lands were described herein as a portion of the properties. Such Notice of Declaration may contain such additions or modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added land and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such a Notice of Declaration revoke, modify or add to the covenants established by this Declaration as to the property.

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SUITE 400  
BOYNTON BEACH, FLORIDA  
33435

TIMBERLANE HOMEOWNERS ASSOCIATION OF P.B. COUNTY, INC. shall be vested with powers of imposition and collection of liens set forth in Paragraph 2 & 7 of Declaration of Covenants with regard to any unpaid assessments against Developers rental site with regard to fair share of overall maintenance costs of above areas to be borne by Developer. Copy of Articles of Incorporation and By-Laws of TIMBERLANE HOMEOWNERS ASSOCIATION OF P.B. COUNTY, INC. and current Rules and Regulations are attached hereto and made a part hereof.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded after which time they shall be extended automatically for successive periods of ten (10) years, unless an instrument signed by a majority of the owners of the patio-villas and their mortgagees has been recorded agreeing to change the covenants, in whole or in part, except as otherwise provided in Paragraph 11 above, to-wit, obligation for maintenance of all roadway, easements, and water management areas shall remain with individual patio-villa owners.

Enforcement shall be by action against any person or persons violating or attempting to violate any covenants, either to restraint violation or to recover damages. 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 judge to be reasonable for the services of his attorney.

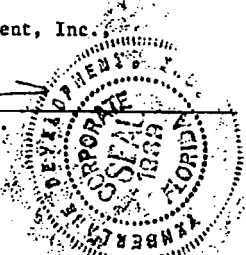
Invalidation of any one of these covenants by judgment or Court order shall in no way be vacated, if, as a result of said vacation, the minimum open space requirements for the TIMBERLANE development as a whole would be violated.

IN WITNESS WHEREOF, we have set our hands and seals this 16 day of December, 1988.

TIMBERLANE OF P.B. COUNTY LIMITED PARTNERSHIP  
a Florida Limited Partnership

By: Timberlane Development, Inc.  
General Partner

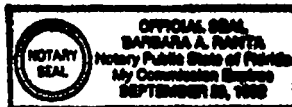
By: [Signature]  
Robert Granados, Pres.



STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me 16 day of December, 1988, by ROBERT GRANADOS, as President of TIMBERLANE DEVELOPMENT, INC., General Partner, of TIMBERLANE OF P.B. COUNTY LIMITED PARTNERSHIP, a Florida Limited Partnership, on behalf of the Partnership.

[Signature]  
NOTARY PUBLIC  
State of Florida at Large  
My commission expires:



-6-

GENE MOORE  
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P. O. BOX 810  
628 EAST OCEAN AVENUE  
SUITE 408  
BOYNTON BEACH, FLORIDA  
33426

-6-

ORB 6187 Ps 514

# State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of TIMBERLANE HOMEOWNERS ASSOCIATION OF P.B. COUNTY, INC., a corporation organized under the Laws of the State of Florida, filed on October 20, 1988, as shown by the records of this office.

The document number of this corporation is N28943.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
20th day of October, 1988.



*Jim Smith*

Jim Smith  
Secretary of State

CR2ED22 (8-87)

ARTICLES OF INCORPORATION

OF  
TIMBERLANE HOMEOWNERS ASSOCIATION OF P. B. COUNTY, INC.

A Florida Corporation Not For Profit

IN COMPLIANCE with the requirements of the laws of the State of Florida, the undersigned, all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the Corporation is: TIMBERLANE HOMEOWNERS ASSOCIATION OF P. B. COUNTY, INC., hereinafter called "Association".

ARTICLE II

The principal office of the Association is located at: 850 S. Dixie Highway East, Pompano Beach, FL 33060.

ARTICLE III

GENE MOORE whose street address of the office, place of business or location for service of process within this state is 639 East Ocean Avenue, Suite 409, Boynton Beach, FL 33435, is hereby appointed the initial registered agent of this Association. To reflect his acceptance of the office of the initial registered agent, he has executed these Articles at this part.

GENE MOORE

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence lots and Common Area, and all improvements thereon, within that certain tract of property described as a portion of Sact. 27, T44S, R42E, located in Greenacres City, Palm Beach County, Florida; and to promote the health, safety, and welfare of the residents within the above described property and any additions thereto as may here-

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800 EAST OCEAN AVENUE  
SUITE 16  
BOYNTON BEACH, FLORIDA  
33408

TIMBERLANE HOMEOWNERS ASSOCIATION OF P. B. COUNTY, INC.

GENE MOORE

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA



after be brought within the jurisdiction of this Association for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in 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) 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) 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 acquire (by gift, purchase or otherwise), Lots or Dwelling Units of TIMBERLANE, subject nevertheless to the provisions of the Declaration and/or By-Laws relative hereto;

(e) to assume and obligate itself and its members to maintain recreation and common areas, and the private streets, thoroughfares, and easements shown (on development plan of TIMBERLANE);

(f) borrow money, and with the assent of two-thirds (2/3) 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;

(g) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

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

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

ARTICLE V

MEMBERSHIP

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, shall be a member of the Association. After receiving approval of the Association, as required under the Declaration change of membership in this corporation shall be established by recording in the Public Records of Palm Beach County, Florida, a deed or other instrument establishing record title to a lot and improvements and the delivery to the Association of a certified copy of such instrument, the owner designated by such instrument thereby becoming a member of the corporation. The membership of the prior owner of such lot and improvements shall be thereby terminated. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLES VI

VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any Lot, all such persons shall be members and 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.

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Class B. The Class B member(s) shall be the Declarant (as defined in the Declaration), 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:

- (a) when the total votes outstanding in the Class A membership equal 90% of the total votes outstanding in the Class B membership; or
- (b) the expiration of five years from the date on which the first lot is conveyed by the Declarant to a resident owner.

ARTICLE VII

DIRECTORS, OFFICERS AND INCORPORATORS

The affairs of this Association shall be managed by a Board of five (5) Directors who need not be members of the Association, except that the initial Board of Directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of Directors and Officers until the selection of their successors and who are also the subscribers to these Articles, are:

<u>Name</u>	<u>Address</u>
Gene Moore	639 East Ocean Avenue, Suite 409, Boynton Beach, FL 33435
Arlene V. Marsh	639 East Ocean Avenue, Suite 409, Boynton Beach, FL 33435
Barbara A. Ranta	639 East Ocean Avenue, Suite 409, Boynton Beach, FL 33435

The above-named individuals constitute incorporators hereunder. At the first annual meeting, the members shall elect two (2) Directors for a term of one year each, and three (3) Directors for a term of two years each. At each annual meeting thereafter, the members shall elect number of Directors to be elected for a term of two years each.

ARTICLE VIII

DIVIDENDS

There shall be no dividends paid to any of the members nor shall any part of the income of the Corporation be distributed to its Board of Directors or officers. In the event there are any

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excess receipts or over disbursements as a result of performance services, such excess shall be applied against future expenses, etc. The Corporation may pay compensation in a reasonable amount to its members, directors, and officers for services rendered, may confer benefits upon its members in conformity with its purposes and upon dissolution or final liquidation, may make distribution to its members as is permitted by the Court having jurisdiction thereof, and no such payment, benefit or distribution shall be deemed to be a dividend or distribution of income.

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

ARTICLE IX  
DISSOLUTION

The Association may be dissolved with the assent, given in writing and signed by not less than two-thirds (2/3) 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 of 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.

ARTICLE X  
DURATION

The corporation shall exist perpetually.

ARTICLE XI  
BY-LAWS

The original By-Laws are to be made by the Board of Directors and/or Declarer under the Declaration. The same may

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33428

thereafter be amended, altered or rescinded only in accordance with the provisions of the By-Laws and the Declaration relating to amendment.

ARTICLE XII

AMENDMENTS

Amendment of these Articles shall require the assent of seventy-five (75) percent of members present and voting at any duly called meeting.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 14th day of October, A.D., 1988.

Signed, sealed and delivered in the presence of:

<u>Gene Moore</u>	Gene Moore	President
<u>Arlene V. Marsh</u>	Arlene V. Marsh	Vice-President
<u>Barbara A. Ranta</u>	Barbara A. Ranta	Sec./Treasurer

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared GENE MOORE, ARLENE V. MARSH, and BARBARA A. RANTA who, after being first duly sworn, stated on oath that they executed the within and foregoing Articles of Incorporation as subscribers thereto.

WITNESS my hand and official seal at the aforesaid State and County on this 14th day of October, A.D., 1988.

Richard M. Atthamer  
NOTARY PUBLIC  
State of Florida at Large  
My commission expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES SEPT 1, 1990  
EXPIRES: 1990 SEP 01 12:00 PM

GENE MOORE  
LAWYER  
P. O. BOX 910  
640 EAST OCEAN AVENUE  
SUITE 1B  
BOYNTON BEACH, FLORIDA  
33408

BY-LAWS

OF

TIMBERLANE HOMEOWNERS ASSOCIATION

OF P. B. COUNTY, INC.

A corporation not for profit under  
the laws of the State of Florida

ARTICLE I

IDENTITY

These are the By-laws of the TIMBERLANE HOMEOWNERS ASSOCIATION OF P.B. COUNTY, INC., hereinafter called "Association" in these By-laws, a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of State on the 20th day of October, 19 88. The Association has been organized for the purpose of owning and operating certain lands and personal property located in Palm Beach County, Florida, which lands and personal property are to be used in common by the members of the TIMBERLANE HOMEOWNERS ASSOCIATION OF P. B. COUNTY, INC. which members shall all be property owners at TIMBERLANE. Such operation by the Association shall include the management of TIMBERLANE in keeping with the terms and conditions as set forth in the "Declaration of Covenants, Conditions and Restrictions of TIMBERLANE", and the enforcement of such covenants, conditions and restrictions.

A. The office of the Association shall be at 850 South Dixie Highway East, Pompano Beach, FL 33060.

B. The fiscal year of the Association shall be the calendar year.

C. The seal of the Association shall bear the name of the corporation, the word, "Florida", the words "Corporation not for profit", the year of incorporation, an impression of which is as follows:

D. For the purpose of these by-laws, the term "patio-villas" shall include villas located in duplex improvements on parcels of land connected with this development.

ARTICLE II

MEMBERS' MEETINGS

A. The annual members' meetings shall be held at such location as shall be designated in the Notice of Meeting at A.M., Eastern Standard Time, on the first \_\_\_\_\_ in \_\_\_\_\_ of each year, for the purpose of electing directors and transacting any other business authorized to be transacted by the members; provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a legal holiday.

B. Special members' meetings shall be held whenever called by the President or Vice-President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast one-third of the votes of the entire membership.

This is

COPIED

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LAWYER  
P. O. BOX 810  
829 EAST OCEAN AVENUE  
SUITE 409  
BOYNTON BEACH, FLORIDA  
33425

C. Notice of all members' meetings stating the time and place and the object for which the meeting is called shall be given by the President or Vice-President or Secretary unless waived in writing by all of the members. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than ten days nor more than sixty days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice.

D. A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Articles of Incorporation, or these Bylaws.

E. Voting

1. In any meeting of members the owners of patio-villas shall be entitled to cast one vote as the owner of a patio-villa unless the decision to be made is elsewhere required to be determined in another manner.

2. If a patio-villa is owned by one person, his right to vote shall be established by the record title to his patio-villa. If any patio-villa is owned by more than one person, or is under lease, the person entitled to cast the vote for the patio-villa shall be designated by a certificate signed by all of the record owners of the patio-villa and filed with the Secretary of the Association. If a patio-villa is owned by a corporation, the person entitled to cast the vote for the patio-villa shall be designated by a certificate signed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the patio-villa concerned. A certificate designating the person entitled to cast the vote of a patio-villa may be revoked by any owner of a patio-villa. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

F. Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy and must be filed with the Secretary before the appointed time of the meeting or any adjournment of the meeting.

G. Adjourned Meetings. If any meeting of the members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

H. The Order of Business at Annual Members' meetings, and as far as practical at other members' meetings, shall be:

1. Election of Chairman of the meeting
2. Calling of the roll and certifying of proxies
3. Proof of Notice of Meeting or Waiver of Notice
4. Reading and disposal of any unapproved minutes
5. Reports of Officers
6. Reports of Committees
7. Election of inspectors of elections
8. Election of Directors
9. Unfinished business
10. New business
11. Adjournment

I. Proviso. Provided, however, that until the Developer of TIMBERLANE has completed all of the contemplated improvements and closed the sales of all of the patio-villas located at TIMBERLANE or until the Developer elects to terminate its control of the Association, whichever shall occur first, the proceedings of all meetings of members of the Association shall have no effect unless approved by the Board of Directors.

ARTICLE III

DIRECTORS

A. Membership The affairs of the Association shall be managed by a Board of not less than three (3) nor more than five (5) Directors, the exact number to be determined at the time of election.

B. Election of Directors shall be conducted in the following manner:

1. Election of Directors shall be held at the annual members' meeting.

2. A Nominating Committee of five (5) members shall be appointed by the Board of Directors not less than thirty (30) days prior to the annual members' meeting. The Committee shall nominate one person for each director then serving. Nominations for additional directorships created at the meeting shall be made from the floor, and other nominations may be made from the floor.

3. The election shall be by ballot (unless dispensed with by unanimous consent) and by plurality of the votes cast, each person voting being entitled to cast his vote for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

4. Except as to vacancies created by removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors.

5. Any Director may be removed by concurrence of two-thirds (2/3) of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.

6. Provided, however, that until the Developer of TIMBERLANE has completed all of the contemplated improvements and closed the sales of all of the patio-villas at the TIMBERLANE patio-villas, or until the Developer elects to terminate its control of the Association, and in the event of vacancies, the remaining Directors shall fill the vacancies, and if there are no remaining Directors, the vacancies shall be filled by the Developer.

C. The term of each Director's service shall be the calendar year following his election and subsequently until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

D. The organization meeting of a newly-elected Board of Directors shall be held within ten (10) days of their election at such place and times as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.



E. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

F. Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of one-third (1/3) of the Directors. Not less than three (3) days notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

G. Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

H. A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Articles of Incorporation or these By-Laws.

I. Adjourned meetings. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

J. Joinder in meeting by approval of minutes. The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such Director for the purpose of determining a quorum.

K. The presiding Officer of Directors' Meetings shall be the Chairman of the Board if such an officer has been elected, and if none, the President shall preside. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

L. The order of business at Directors' meetings shall be:

1. Calling of roll
2. Proof of due notice of meeting
3. Reading and disposal of any unapproved minutes
4. Reports of Officers and Committees
5. Election of Officers
6. Unfinished business
7. New business
8. Adjournment

M. Directors' fees, if any, shall be determined by members.

#### ARTICLE IV

#### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

A. All of the powers and duties of the Association existing under the Articles of Incorporation and these By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by owners where such approval is specifically required.

ARTICLE V

OFFICERS

A. The executive Officers of the Association shall be a President, who shall be a Director, a Vice-President, who shall be a Director, a Treasurer, a Secretary, and an Assistant Secretary, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by vote of the Directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary or Assistant Secretary. The Board of Directors from time to time, shall elect such other Officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

B. The President shall be the Chief Executive Officer of the Association. He shall have all of the powers and duties usually vested in the office of President of an Association, including but not limited to the power to appoint committees from among the members from time to time, as he in his discretion, may determine appropriate to assist in the conduct of the affairs of the Association.

C. The Vice-President, in the absence or disability of the President, shall exercise the powers and perform the duties of the President. He also shall assist the President generally and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

D. The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and Directors and other notices required by law. He shall have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an Association and as may be required by the Directors or the President. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

E. The Treasurer shall have the custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

F. The compensation of all employees of the Association shall be fixed by the Directors. The provision that Directors' fees shall be determined by members shall not preclude the Board of Directors from employing a Director as an employee of the Association.

ARTICLE VI

FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Articles of Incorporation shall be supplemented by the following provisions:

A. Accounts. The receipts and expenditures of the Association shall be created and charged to accounts under the following classification as shall be appropriate, all of which expenditures shall be common expenses:

1. Current expenses, which shall include all receipts and expenditures within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements or to operations. The balance of this fund at the end of each year shall be applied to reduce the assessments for current expenses for the succeeding year.

2. Reserve for deferred maintenance, which shall include funds for maintenance items that occur less frequently than annually.

3. Reserve for replacement, which shall include funds for repair or replacement required because of damages, depreciation or obsolescence.

4. Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be a part of the recreation facility.

B. Budget. The Board of Directors shall adopt a budget for each calendar year that shall include the estimated funds required to defray the assessments and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices as follows:

1. Current expense.

2. Reserve for deferred maintenance.

3. Reserve for replacement.

4. Betterments, which shall include the funds to be used for capital expenditures for additional improvements to the common property, provided; However, that in the expenditure of this fund, no sum in excess of One Thousand Dollars (\$1,000.00) shall be expended for a single item or for a single purpose without approval of the members of the Association.

5. Operation, the amount of which may be to provide a working fund or to meet losses.

6. Provided; however, that the amount of each budgeted item may be increased over the foregoing limitations when approved by owners entitled to cast not less than seventy-five (75%) percent of the votes of the entire membership of the Association; and further provided that until the Developer has completed all of the contemplated improvements and closed the sales of all patio-villas at TIMBERLANE, or until the Developer elects to terminate its control of the Association, whichever shall first occur, the Board of Directors may omit from the budget all allowances for contingencies and reserves.

7. Copies of the budget and proposed assessments shall be transmitted to each member on or before December 31, preceding the year for which the budget is made. If the budget is amended subsequently, a copy of the amended budget shall be furnished to each member.

C. Assessments. Assessments against the owners for their shares of the items of the budget shall be made for the calendar year annually in advance on or before December 31 preceding the year for which the assessments are made. Such assessments shall be due in twelve equal installments on the first day of each month of the year for which the assessments are made. If an annual assessment is not made as required,

an assessment shall be presumed to have been made in the amount of the last prior assessment and semi-annual installments on such assessments shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors if the accounts of the amended budget do not exceed the limitations for that year. Any account that does exceed such limitations shall be subject to the prior approval of the membership of the Association as previously required in these By-Laws. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made shall be due upon the date of the assessment if made on or after July 1; and if made prior to July 1, one-half of the increase shall be due upon the date of the assessment and the balance of the assessment upon the next July 1. The first assessment shall be determined by the Board of Directors of the Association. Assessments for repair and maintenance of the limited common property shall be made as funds are expended or liability therefore is incurred by the Association.

D. Acceleration of assessment installments upon default.

If a patio-villa owner shall be in default in the payment of any installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice to the patio-villa owner, and the then unpaid balance of the assessment shall be due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the patio-villa owner, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

E. Assessments for emergencies.

Assessments for common expenses of emergencies that cannot be paid from the annual assessments for common expenses shall be made only after notice of the need for such expenditure is given to the patio-villa owners concerned. After such notice and upon approval in writing by persons entitled to cast more than one-half of the votes of the patio-villa owners concerned, the assessment shall become effective and shall be due after thirty (30) days notice in such manner as the Board of Directors of the Association may require in the notice of assessment.

F. The depository of the Association shall be such bank

or banks and/or such savings and loan association or savings and loan associations as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors.

G. Audit.

At the Annual Meeting of the Association, the members present shall determine by a majority vote whether an audit of the accounts of the Association for the year shall be made by a Certified Public Accountant, a Public Accountant, or by an auditing committee consisting of not less than three members of the Association, none of which shall be Board members. The cost of the audit shall be paid by the Association.

H. Fidelity Bonds shall be required by the Board of

Directors from all officers and employees of the Association and from any contractor handling or responsible for the Association funds, but shall be at least the amount of the total of two monthly assessments against members for common expenses. The premiums on such bonds shall be paid by the Association.

ARTICLE VII

PARLIAMENTARY RULES

A. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

B. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be by:

1. Not less than 75% of the entire membership of the Board of Directors and not less than 75% of the votes of the entire membership of the Association; or

2. Not less than 80% of the votes of the entire membership of the Association; or

3. Until the first election of Directors, by all of the Directors.

C. Proviso. Provided; however, that no amendment shall discriminate against any patio-villa owner nor against any patio-villa or class group of patio-villas unless the patio-villa owners so affected shall consent. No amendment shall be made that is in conflict with the Articles of Incorporation.

D. Execution and recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment to the By-Laws, which certificate shall be executed by the officers of the Association with the formalities of the execution of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Palm Beach County, Florida.

The foregoing were adopted as the By-Laws of TIMBERLANE HOMEOWNERS ASSOCIATION OF P. B. COUNTY, INC., a corporation not-for-profit under the laws of the State of Florida, at the first meeting of the Board of Directors on the 16 day of December, 1988.

TIMBERLANE HOMEOWNERS ASSOCIATION OF  
P.B. COUNTY, INC.

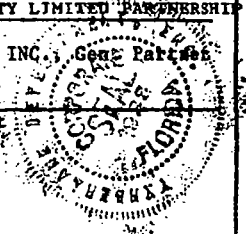
By: TIMBERLANE OF P.B. COUNTY LIMITED PARTNERSHIP

By: TIMBERLANE DEVELOPMENT, INC., Gen'l Partner

ATTEST:

Barbara J. Pante  
Secretary

By: Robert Grahados, President



GENE MOORE  
LAWYER  
P. O. BOX 819  
839 EAST OCEAN AVENUE  
SUITE 408  
BOYNTON BEACH, FLORIDA  
33436

RULES AND REGULATIONS FOR

TIMBERLANE

1. No Owner or Lessee shall create or permit any disturbance that will interfere with the rights, comforts or convenience of others.
2. Offensive pets may be removed by the Association after notice to the Owner, with the prevailing party being entitled to recover the cost of proceedings and reasonable attorney fees. Pets shall be restricted to no more than two pets per dwelling. A pet shall mean a dog or cat which shall not exceed forty pounds. Pets shall be on a leash at all times when not confined within the Owner's patio-villa or courtyard. Dogs shall not be walked on grass other than immediately surrounding Owner's courtyard.
3. Trash will be placed in containers approved by Waste Removal Company. For sanitary purposes, all trash, except newspapers, shall be in a plastic bag and tied securely before being placed in trash receptacles or waste company vehicles.
4. Barbecue cookers shall be used in courtyard only, and must be stored in Owner's patio-villa out of sight.
5. No clothes or similar articles shall be hung on balconies or outdoors for any purpose whatsoever.
6. Bicycles, toys or clutter shall not be left outside, or in carports at any time. Bicycles, toys or clutter so left shall be impounded. Such articles must be stored within the Owner's patio-villa. Carports must be kept clean at all times and may not be used for storage.
7. There shall be no assembling or disassembling of motor vehicles except for ordinary maintenance of the changing of a tire, battery, etc.
8. Large trucks, boats, trailers, motor homes, buses and other such vehicles shall not be allowed to park overnight in the parking areas, except as allowed by the Association. All motor vehicles must be maintained as to not create an eyesore in the community.
9. Owners and their guests must use only those parking spaces assigned to that particular patio-villa. Parking in other assigned spaces or on the grass surrounding the patio-villa structures will result in the vehicle being towed away at the Owner's expense.
10. In addition to the foregoing, all Owners and Lessees of dwellings in TIMBERLANE shall abide by the provisions of the Protective Covenants, Conditions and Restrictions for TIMBERLANE, and the Articles of Incorporation and By-Laws of TIMBERLANE HOMEOWNERS ASSOCIATION, OF P. B. COUNTY, INC.
11. No sale, conveyance or lease of any unit located within the development shall be valid unless prior approval is obtained from the Board of Directors of TIMBERLANE HOMEOWNERS ASSOCIATION OF P. B. COUNTY, INC.
12. No "For Sale" or real estate or other type of sign shall be visibly placed upon any unit property within the development other than promotional signs belonging to the Developer.

GENE MOORE  
LAWYER  
P. O. BOX 810  
608 EAST OCEAN AVENUE  
SUITE 408  
BOYNTON BEACH, FLORIDA  
33435

TIMBERLANE HOMEOWNERS  
ASSOCIATION OF P. B. COUNTY, INC.

By:   
President

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

Return to: (enclose self-addressed stamped envelope)

Name

Address

Property Appraisers Parcel Identification (Folio) Number(s):

OCT-01-1996 1:00pm 76-342810  
GRB 7463 Pg 1340  
DOROTHY H. WILKEN, CLERK PB COUNTY, FL

P. 01

Charles F. Kline, Esq. ✓  
831 N. Dixie Hwy.  
Lake Worth, FL 33460

**AFFIDAVIT  
AMENDMENT  
TO  
BY-LAWS**

**TIMBERLANE HOMEOWNERS ASSOCIATION  
OF  
PALM BEACH COUNTY, INC.**

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME the undersigned authority appeared Martha Miller, who is personally known to me and who did take and oath an swear:

1. That the Affiant is the current President of Timberlane Homeowners Association of Palm Beach County, Inc.
2. That on August 28, 1996 a Special Members Meeting was held and a majority vote taken to amend Article VI G of the By-Laws.
3. Amended Article VI G shall henceforth read

Annually, at the completion of the fiscal year, the Association shall require an annual audit of all Association fiscal records which are under the direct or indirect supervision of the Directors and/or Officers. The annual audit shall be conducted by a certified public accountant (CPA). The annual fiscal audit shall be made public during a regular association meeting within 60 days of submission of the audit by the CPA to the Board. The cost of the audit shall be paid by the Association.

The Affiant sayeth further naught.

SWORN TO AND SUBSCRIBED this 1th day of October, 1996

Martha Miller Martha Miller  
Martha Miller, Affiant  
President Timberlane Homeowners Association

by  
Alexis Schaab  
Notary Public

Seal

**ALEXIS SCHAAB**  
NOTARY PUBLIC, STATE OF FLORIDA  
My Commission Expires July 24, 1998  
Commission # CC 334894

Return to: (Enclose self-addressed stamped envelope)  
Name: Charles F. Kline, Esquire  
Charles F. Kline, P.A.  
Address: 831 N. Dixie Hwy  
Lake Worth, Florida 33460

APR-01-1998 8:45am 98-114712  
ORB 10313 Pg 1266  
DOROTHY H. WILKEN, CLERK PB COUNTY, FL

This Instrument Prepared by:  
Charles F. Kline, Esquire  
831 N. Dixie Hwy.  
Lake Worth, FL 33460

This is not a Certified Copy

**AFFIDAVIT  
AMENDMENT TO BY-LAWS  
TIMBERLANE HOMEOWNERS ASSOCIATION  
OF P. B. COUNTY, INC.**

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority appeared Martha Miller, who is personally known to me and who did take an oath and swear:

1. That the Affiant is the current President of Timberlane Homeowners Association of P. B. County, Inc.
2. That at the Annual Meeting adjourned December 10, 1997 and reconvened on January 12, 1998 a majority vote was taken to amend Article III, Paragraph B (2) of the By-Laws.
3. Amended Article III, Paragraph B (2) shall henceforth read:

Candidates wishing to be considered as Directors, must notify the Board of Directors of their intent in writing not less than 30 days prior to the annual meeting. Candidates for the Board of Directors must be homeowners.

The Affiant sayeth further naught.

SWORN TO AND SUBSCRIBED this 9 day of Febr, 1998.

Martha Miller  
Martha Miller, Affiant  
President Timberlane Homeowners Association

Hele H Hampton  
Notary Public  
My Commission Expires:

