

RETURN TO:

Moyle, Flanigan, Katz,
Kolins, Raymond & Sheehan, P.A.

Peter L. Breton, Esq.

P.O. Box 3888

West Palm Beach, FL 33402

DEC-03-1997 2:03pm 97-437057
ORB 10121 Pg 1449
I [REDACTED]

PREPARED BY:

Moyle, Flanigan, Katz,
Kolins, Raymond & Sheehan, P.A.

Peter L. Breton, Esq.

P.O. Box 3888

West Palm Beach, FL 33402

_____[Space above this line for recording data.]_____

**AMENDED AND RESTATED
DECLARATION OF PROTECTIVE COVENANTS
OF
THE ESTATES OF ROYAL PALM BEACH***

* formerly know as Cypress Estate

This Declaration shall supercede and replace that certain Declaration of Protective Covenants of Cypress Estate, recorded June 23, 1995, in Official Records Book 8804, Page 941, Public Records of Palm Beach County, Florida.

ARTICLE I	
DEFINITIONS	1
ARTICLE II	
PROPERTY	5
ARTICLE III	
THE ESTATES; THE ASSOCIATION; COVENANTS	6
Section 3.1 The Estates of Royal Palm Beach	6
Section 3.2 Association	6
Section 3.3 Covenants	6
ARTICLE IV	
GENERAL COVENANTS	7
Section 4.1 General	7
Section 4.2 Residential Use	7
Section 4.3 Governmental Regulations	7
Section 4.4 Subdividing, Platting, Combining Parcels	8
Section 4.5 Trash and Garbage	8
Section 4.6 Pets	8
Section 4.7 Clothes Lines	8
Section 4.8 Nuisance	9
Section 4.9 Exterior Appearances	9
Section 4.10 Vehicles	9
Section 4.11 Boats and Trailers	10
Section 4.12 Prohibited Structures	10
Section 4.13 Garage	10
Section 4.14 No Interference With Construction	11
Section 4.15 Public Land Use Regulations	11
Section 4.16 Insurance	11
Section 4.17 Curing Contamination	11
Section 4.18 Signs	11
Section 4.19 Vacant Parcels	12
Section 4.20 Cable Television	12
Section 4.21 Improvements	12
Section 4.22 Rules and Regulations	13
Section 4.23 Restrictions on Use of Lakes and Waterways	13
ARTICLE V	
COMMON AREAS	13
Section 5.1 Description	13
Section 5.2 Restrictions	14
Section 5.3 Restraint Upon Separation of Use Rights	15
ARTICLE VI	
MAINTENANCE, ALTERATIONS AND IMPROVEMENTS	15
Section 6.1 Association's Responsibilities	15
Section 6.2 Owner's Responsibilities	16

Section 6.3 Inspection by Association	16
Section 6.4 Declarant's Right to Enter	17
Section 6.5 Insurance Proceeds	17
Section 6.6 Maintenance Contracts	17
ARTICLE VII	
ARCHITECTURAL CONTROL	18
Section 7.1 Necessity of Architectural Review and Approval	18
Section 7.2 Architectural Committee	18
Section 7.3 Powers and Duties of the Architectural Committee	19
ARTICLE VIII	
ASSESSMENTS	21
Section 8.1 Applicability to Parcels	21
Section 8.2 Uniform Rate of Assessments	21
Section 8.3 Amount and Use of Assessments	21
Section 8.4 Special Assessments	22
Section 8.5 Due Dates	23
Section 8.6 Certificate	24
Section 8.7 Lien Rights	24
Section 8.8 Enforcement of Lien	24
Section 8.9 Proviso	24
ARTICLE IX	
EASEMENTS	25
Section 9.1 Easement Rights of Declarant	25
Section 9.2 Easement Rights of Association	26
Section 9.3 Easement Rights of Institutional Mortgagees	26
Section 9.4 Persons Bound; Beneficiaries	26
ARTICLE X	
INSURANCE	27
Section 10.1 Association's Responsibilities	27
Section 10.2 Owner's Responsibilities	29
Section 10.3 Insurance Regarding Outside Land	29
ARTICLE XI	
ADDITION OF LANDS TO DECLARATION	30
ARTICLE XII	
NOTICE	30
ARTICLE XIII	
AMENDMENTS TO GOVERNMENTAL LAND USE REGULATIONS	31
ARTICLE XIV	
REMEDIES	32
Section 14.1 Rights of Declarant and Association for Violation by Owner	32
Section 14.2 Rights of Declarant for Violation by Association	33
Section 14.3 Rights of Owners for Violation by an Owner or Association	33
Section 14.4 Attorneys' Fees	34

ARTICLE XV	
OBLIGATIONS OF OWNER	34
ARTICLE XVI	
AMENDMENT	34
Section 16.1 General Procedure	34
Section 16.2 Proviso	35
ARTICLE XVII	
RIGHT TO MODIFY, CANCEL, OR LIMIT	36
ARTICLE XVIII	
ASSIGNMENT	36
ARTICLE XIX	
DURATION	37
ARTICLE XX	
SEVERABILITY	38
ARTICLE XXI	
APPLICABLE LAW/VENUE	38
ARTICLE XXII	
CAPTIONS	38
ARTICLE XXIII	
SINGULAR/PLURAL - MASCULINE/FEMININE	38
ARTICLE XXIV	
DISSOLUTION OF ASSOCIATION	39
ARTICLE XXV	
RESTRICTIONS PREVAIL OVER LESS STRINGENT	
GOVERNMENTAL REGULATIONS	39
ARTICLE XXVI	
LESSEES	39
ARTICLE XXVII	
STATUS AND WAIVER	40
Section 27.1 Covenants	40
Section 27.2 Waiver	40
ARTICLE XXVIII	
CONFLICT IN DOCUMENTS	40
Section 28.1 Conflict among Declaration, Exhibits, and Rules and Regulations ...	40
ARTICLE XXIX	
LITIGATION	41
ARTICLE XXX	
EFFECTIVE DATE OF THIS DECLARATION	41
EXHIBITS:	

Exhibit "A" - Legal Description of the Property

Exhibit "B" - Articles of Incorporation

Exhibit "C" - Bylaws

**DECLARATION OF PROTECTIVE COVENANTS
OF
THE ESTATES OF ROYAL PALM BEACH**

WHEREAS, URBANDALE ROYAL P.B., INC., a Florida Corporation (hereinafter "Declarant"), owns certain lands located in Palm Beach County, Florida, described on Exhibit "A" hereto, which lands constitute the "Property" (more particularly described below) as of the date hereof; and

WHEREAS, Declarant desires to place from time to time certain easements, covenants, conditions and restrictions upon the use of the Property and to cause same to benefit, burden and run with the Property;

NOW, THEREFORE, for good and valuable consideration, Declarant for itself and its successors and assigns, does hereby place upon the Property the following certain easements, covenants, conditions and restrictions.

ARTICLE I

DEFINITIONS

The following words, when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

A. Architectural Committee: The term "Architectural Committee" shall mean and refer to the Architectural Committee established pursuant to Article VII of this Declaration.

B. Articles of Incorporation: The term "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of the Association as may be amended from time to time.

A copy of the Articles is attached hereto as Exhibit "B."

C. Assessments: The term "Assessments" shall include Regular Assessments and Special Assessments, and shall mean and refer to the share of funds required for the payment of Common Expenses, which from time to time are assessed against the Owners.

D. Association: The term "Association" shall mean and refer to THE ESTATES OF ROYAL PALM BEACH HOMEOWNERS' ASSOCIATION, INC, a Florida corporation not-for-profit, formerly known as Cypress Estate Homeowners' Association, Inc..

E. Board of Directors: The term "Board of Directors" or "Board" shall mean and refer to the Board of Directors of the Association.

F. Builder: The term "Builder" shall mean and refer to any Person who is in the business of constructing residential buildings for sale to the ultimate owner, who acquires from Declarant the fee simple title to a Parcel. A Builder may assign some or all of its rights as a Builder hereunder to one or more "Qualified Assignees." For purposes of this Declaration, a "Qualified Assignee" shall mean a Person (i) that owns a mortgage against some or all of the Builder's Parcels or a Qualified Assignee's Parcels, or (ii) that is in the business of constructing residential buildings for sale to the ultimate owner. A Qualified Assignee may in turn assign some or all of such rights to another Qualified Assignee.

G. Bylaws: The term "Bylaws" shall mean and refer to the Bylaws of the Association as amended from time to time. A copy of the Bylaws are attached hereto as Exhibit "C."

H. Common Areas: The term "Common Areas" shall mean and refer to all real property (and Improvements thereon) owned, or dedicated by plat to, the Association, as more particularly described in Article V herein.

I. Common Expenses: The term "Common Expenses" shall mean and refer to all costs, expenses and assessments properly incurred by the Association for which the Owners are liable to the Association.

J. Cypress Head Unit 2 Plat 1: The term "Cypress Head Unit 2 Plat 1" shall mean and refer collectively to that certain property platted as "Cypress Head Unit 2 Plat 1" recorded in Plat Book 74, page 48, in the Public Records of Palm Beach County.

K. Declarant: The term "Declarant" shall mean and refer exclusively to Urbandale Royal P.B., Inc., a Florida corporation, and those successors and assigns to whom Declarant's rights and obligations as Declarant hereunder are specifically assigned in writing by Declarant.

L. Declaration: The term "Declaration" shall mean and refer to this Declaration as it may be amended from time to time.

M. Estates of Royal Palm Beach: The term "The Estates of Royal Palm Beach" shall mean and refer to that certain residential community more particularly described in Article III herein.

N. Institutional Mortgagee: The term "Institutional Mortgagee" shall mean any Person owning a mortgage encumbering a Parcel, which in the ordinary course of business makes, purchases, guarantees, or insures mortgage loans. Institutional Mortgagees may include, but are not limited to, banks, savings and loan associations, insurance companies, union pension funds authorized to lend money in the State of Florida, agencies of the United States or any other governmental authority, mortgage investment trust, real estate investment trust, mortgage companies, or lenders generally recognized in the County as institutional type lenders or any

assignee or designee of the foregoing. In addition, in the event that the Declarant is the mortgagee under a purchase money mortgage arising upon the sale of a Parcel or any assignee or designee thereof, the Declarant shall be deemed to be an Institutional Mortgagee hereunder.

O. Owner: The term "Owner" shall mean and refer to the record owner or owners of the fee simple title to a Parcel but shall not refer to the Declarant as herein defined. In the event that a Parcel is owned by more than one (1) Person, each such Person shall be jointly and severally liable for all of the obligations of an Owner of a Parcel hereunder.

P. Parcel: The term "Parcel" shall mean and refer to any platted lot within the Property (and/or a part of a platted lot within the Property), together with all improvements thereon. A platted lot shall mean and refer to a lot created pursuant to a plat duly recorded in the Public Records of the County.

Q. Person: The term "Person" shall mean and refer to an individual, corporation, governmental authority or agency, business trust, estate, trust, partnership, association, two (2) or more persons having a joint or common interest, or any other entity.

R. Property: The term "Property" shall mean and refer to that certain property more particularly described in Article II herein.

S. Regular Assessment: The term "Regular Assessment" shall mean and refer to any Assessment of the Association levied against Owners that is required by the annual budget of the Association.

T. Special Assessment: The term "Special Assessment" shall mean and refer to any Assessment of the Association levied against Owners other than a Regular Assessment.

U. Village: The term "Village" shall mean and refer to the Village of Royal Palm Beach, Florida, a municipal corporation.

V. Voting Representative: The term "Voting Representative" shall mean and refer to (1) the Owner of a Parcel if such Parcel is owned by one individual, (2) any individual designated in a Certificate filed with the Secretary of the Association designating a voting member for such Parcel, or (3) a duly designated proxy holder. Anything to the contrary herein notwithstanding, there shall be only one Voting Representative for each Parcel. Further, anything to the contrary herein notwithstanding, the Declarant shall be the sole and exclusive Voting Representative for so long as Declarant is entitled to vote 100% of the Voting Rights of the Association.

W. Voting Rights: The term "Voting Rights" shall mean and refer to the number of votes applicable to a Parcel. Each Parcel shall be entitled to one (1) Voting Right; provided, however, that as long as Declarant shall own the fee simple title to any Parcel within The Estates of Royal Palm Beach, the Declarant shall be entitled to vote one hundred percent (100%) of the Voting Rights in The Estates of Royal Palm Beach. The Declarant may, at any time and in its sole discretion, voluntarily relinquish the right to vote one hundred percent of the Voting Rights in The Estates of Royal Palm Beach, by a written instrument filed with the Secretary of the Association.

ARTICLE II

PROPERTY

The Property shall consist of all property that Declarant submits, and makes subject to, the terms of this Declaration. As of the recording of this Declaration in the Public Records of the County, the property described in Exhibit "A," attached hereto and made a part hereof, shall be

and hereby is submitted and made subject to the terms of this Declaration by Declarant. Additional lands may be submitted and made subject to the terms of this Declaration by Declarant pursuant to Article XI herein, and at such time the additional lands will automatically become a part of the Property hereunder.

ARTICLE III

THE ESTATES; THE ASSOCIATION; COVENANTS

Section 3.1 The Estates of Royal Palm Beach. The Estates of Royal Palm Beach is a residential community initially consisting of Cypress Head Unit 2 Plat 1 and which may be expanded by Declarant pursuant to the terms of this Declaration.

Section 3.2 Association. The Association is responsible for administering, operating and maintaining certain facilities and property, as described and discussed in this Declaration. An Owner shall automatically be a member of the Association, and said Owner, and ownership interest, and his or her Parcel shall be subject to the terms and conditions of the Articles of Incorporation, the Bylaws, and this Declaration, respectively, as well as any amendments thereto.

Section 3.3 Covenants. Each Owner, and the Owner's heirs, successors and assigns, shall be bound by this Declaration and all exhibits thereto to the same extent and effect as if he or she had joined in said documents for the purposes therein expressed, including but not limited to:

- (i) Subjecting all of the Owner's right, title and interest in his or her Parcel and tangible personal property therein to the lien rights imposed under said documents;
- (ii) Adopting, ratifying, confirming and consenting to the execution and recording of said documents;

(iii) Covenanting and promising to perform each and every one of the covenants, promises and undertakings to be performed by the Owner under said documents; and,

(iv) Ratifying, confirming and approving each and every provision of said documents, and acknowledging that all of the terms and provisions thereof are reasonable.

ARTICLE IV

GENERAL COVENANTS

Section 4.1 General. No improvement of any kind shall be commenced, constructed, installed, erected, or placed within the Property, and no completed improvement shall be altered or changed in any manner, and no construction plans shall be submitted to the Village (or any other governmental authority or agency) until all required approvals have been obtained under this Declaration.

Section 4.2 Residential Use. Each Parcel shall be used exclusively for residential purposes, and no business activity shall be conducted upon a Parcel; provided, however, that Declarant and any Builder shall be entitled to engage in business activities related to the development and sale of Parcels within the Property. The maximum number of occupants of a Parcel shall not exceed 2 persons per bedroom (for example, the maximum number of occupants of a 2-bedroom dwelling unit shall be 4).

Section 4.3 Governmental Regulations. The use of the Property (or any portion thereof) shall be in compliance with all applicable governmental land use, zoning, and environmental regulations and the terms of this Declaration. Except as provided under Article XIII herein, any change to, or variance from, any governmental land use or zoning regulation applicable to any Parcel must be approved in writing by the Association.

Section 4.4 Subdividing, Platting, Combining Parcels. No Parcel shall be (i) replatted, (ii) reduced in size, or (iii) combined with another Parcel for purposes of development, without the prior written approval of the Association, except for changes made by Declarant pursuant to Article XIII herein.

Section 4.5 Trash and Garbage. All garbage and trash containers, and bottled gas tanks, shall be located at the rear of the dwelling and shall be installed underground or within a completely walled-in area which is not visible from anywhere outside of the Parcel.

Section 4.6 Pets. No pets shall be permitted to be kept within or upon a Parcel, except (i) fish, (ii) domestic birds, (iii) up to two (2) domestic household dogs, and (iv) up to two (2) domestic household cats. Permitted pets shall be kept only under the Rules and Regulations adopted by the Board of Directors; provided however, (i) that no permitted pet shall be kept, bred or maintained for any commercial purpose, (ii) that no permitted pet shall be allowed outside of an Owner's Parcel unless said pet is on a leash or in a cage, and (iii) that any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from The Estates of Royal Palm Beach upon three (3) days written notice from the Board of Directors. Pets shall not be permitted upon the Common Areas except pursuant to Rules and Regulations adopted by the Board of Directors. The Owner shall indemnify and hold the Association and the Declarant harmless from and against any loss, damages or liability of any kind or character whatsoever incurred by the Association or the Declarant as a result of any act or actions by the Owner's pet(s).

Section 4.7 Clothes Lines. No outdoor clothes drying lines or related facilities shall be allowed except when located in the rear yard of the Parcel.

Section 4.8 Nuisance. No noxious or offensive activity shall be allowed on any portion of the Property, nor shall anything be done that is or may become a nuisance or annoyance to the other members of the Association; provided however, that Declarant and any Builder shall be entitled to engage in activities related to the development and sale of the Property and/or portions thereof.

Section 4.9 Exterior Appearances. No aluminum foil may be placed on windows or glass doors, except for aluminum foil that is used as a part of a security system.

Section 4.10 Vehicles.

(a) No vehicle shall be parked within the Property in any place other than a driveway or a garage, subject to the additional restrictions set forth below. This provision shall not apply to vehicles making deliveries within the Property, or to vehicles being used in on-going construction within the Property.

(b) The parking of any vehicle rated more than one-half (1/2) ton capacity is expressly prohibited within the Property. This provision shall not apply to vehicles making deliveries within the Property, or to vehicles being used in on-going construction within the Property.

(c) The parking of motorcycles, vans (except "passenger" vans as defined below), golf carts, campers, recreational vehicles, motor homes, trailers, pickups, commercial vehicles (including, but not limited to, any vehicle displaying any form of lettering or design relating to a business or a hobby, or any vehicle which has been altered to include ladders, racks, bins or other modifications relating to a business or hobby), or similar vehicles rated one-half (1/2) ton or more is expressly prohibited within the Property, unless such vehicles are parked within a

garage at all times. This provision shall not apply to vehicles making deliveries within the Property, or to vehicles being used in on-going construction within the Property.

(d) For purposes of this Section, "passenger" vans are defined as vans (1) with fixed and secured seating for a minimum of six (6) people and a maximum of nine (9) people at all times, (2) which are not used for commercial purposes at any time, (3) which have no exterior lettering, and (4) which are not used at any time for any purpose other than transporting passengers.

(e) All vehicles parked in the Property shall be in good condition and repair.

(f) No mechanical or repair work shall be performed within the Property on any vehicle, unless such work is performed entirely within a garage.

Section 4.11 Boats and Trailers. No boats, trailers, recreational-type vehicles, or similar property shall be stored within the Property, unless stored within a garage.

Section 4.12 Prohibited Structures. No structure of a temporary character, trailer, tent or shack shall be erected or placed within a Parcel at any time, provided, however, that with the prior written permission of the Association, construction sheds and trailers used to facilitate on-going construction may be located upon a Parcel during the active pursuance of a course of construction upon the Parcel. Further, no solar heating system, basketball hoops and supports, antennas, and/or satellite receiving facilities (except for antennas and/or satellite receiving facilities not visible from another Parcel or the street and no larger than eighteen inches (18") in diameter) shall be permitted within or upon any Parcel without the prior written approval of the Association.

Section 4.13 Garage. A garage shall remain a garage, and shall not be converted for other uses.

Section 4.14 No Interference With Construction. No Owner shall interfere with any of Declarant's construction activities.

Section 4.15 Public Land Use Regulations. The minimum standards, rules, and regulations of any applicable governmental body, board, agency or the like shall be complied with by each Owner (subject to Article XXV herein). In addition, in the development, use, and operation of a Parcel, an Owner must comply with all applicable governmental permits pertaining to the development, use, and operation of The Estates of Royal Palm Beach as a whole, including those permits issued by governmental bodies, districts, boards, departments and agencies.

Section 4.16 Insurance. No acts or activities shall be undertaken upon a Parcel which causes an increase in the cost of insurance for the Common Areas or any other Parcel; provided however, this provision shall not preclude Declarant or any Builder from engaging in acts or activities related to the development and sale of the Property and/or portions thereof.

Section 4.17 Curing Contamination. An Owner, at his or her cost and expense, shall take immediate action to remedy and cure any contamination of, or harm to, The Estates of Royal Palm Beach's or other entities' sewer, water, lakes, and/or drainage systems, to the extent that such contamination or harm arises out of the Owner's (or other occupant's) use or operation of Owner's Parcel.

Section 4.18 Signs. No sign shall be installed or placed upon a Parcel without the prior written approval of the Association; provided, however, that Declarant and any Builder, without the Association's approval, shall be permitted to install signs on their respective properties relating to the development and sale of Parcels within The Estates of Royal Palm Beach (subject to Section 4.1 above and Section 4.21 below).

Section 4.19 Vacant Parcels. Any Parcel not properly maintained by an Owner shall be subject to routine maintenance by the Association (or any person designated by the Association) in the event that such Parcel is deemed by the Association to be a nuisance, eyesore, health hazard, or environmental problem, and the Owner of such Parcel shall be obligated to reimburse the Association, upon demand by the Association, for the costs and expenses incurred by the Association with respect to such maintenance. The Association shall have a continuing lien against the Owner's Parcel for the costs and expenses incurred by the Association under this Section 4.19.

Section 4.20 Cable Television. Each Owner understands and agrees that Declarant or the Association has entered into, or may enter into, agreements with a cable television operator(s) or provider(s), whereby such operator(s) or provider(s) is (are) granted the exclusive right to own and operate a cable system and the exclusive right to provide cable service within The Estates of Royal Palm Beach. The Association shall have the power to assess Owners for the costs and expenses related to the furnishing of cable television services to Owners.

Section 4.21 Improvements. Each Owner and the Association understands and agrees (i) that no improvements (including, but not limited to, any building, dwelling, structure [whether permanent or temporary], fence, sign, paved area, exterior lighting, site furniture, exterior mechanical equipment, drainage facility, water retention facility, sewage system, water system, road, parking area, lake, and/or landscaping) shall be commenced, constructed, installed, erected, or placed upon or within the Property, (ii) that no amendment, change or alteration of any Improvement shall be made (except for such amendments, changes or alterations not visible from outside of the dwelling and not creating any aesthetic impacts upon the Property), and (iii) that no construction plans of any type shall be submitted to the Village or any other governmental agency

or authority, until such time as the design plans with respect thereto have been approved in accordance with this Declaration.

Section 4.22 Rules and Regulations. Each Owner and Parcel shall be subject to any rules and regulations (governing the use, maintenance, and operation of the Property) adopted by the Board of Directors pursuant to the Bylaws; provided, however, that for so long as Declarant has any Voting Rights, no rules or regulations shall be adopted or amended without Declarant's prior written approval.

Section 4.23 Restrictions on Use of Lakes and Waterways. All lakes, ponds, canals and other waterways within the Property are part of the stormwater management system of The Estates of Royal Palm Beach. No person shall use any part or portion of the stormwater management system for in-water recreational purposes including, without limitation, swimming, boating or fishing. No docks, piers or floats of any type shall be erected, installed or utilized in part or portion of the stormwater management system.

ARTICLE V

COMMON AREAS

Section 5.1 Description. All real property (and improvements thereon) owned by, or dedicated by plat to, the Association shall constitute the "Common Areas." The Association shall accept the interest in and to all property conveyed and/or dedicated to it by the Declarant. Not later than the date upon which the Declarant conveys the last Parcel to an Owner, the Declarant shall convey all of its right, title and interest in the Common Areas to the Association by a quit-claim deed. The Association shall accept title and possession of the Common Areas in the then-existing condition, without any right of setoff or recourse against the Declarant.

Section 5.2 Restrictions. Each Owner shall have a right and an easement to enjoy and use the Common Areas for the purposes intended, subject to:

- A. all provisions and terms of this Declaration and the Exhibits hereto;
- B. the rules and regulations adopted from time to time by the Board of Directors;
- C. all restrictions of public record;
- D. the right of the Association to convey, dedicate, transfer or lease all or any part of its right, title and interest in the Common Areas (or part thereof) to the Declarant, or any public agency, authority, governmental body, unit of local government, or utility (in which event, such property shall no longer be a part of the Common Areas unless otherwise designated as Common Areas in writing by the Association and the grantee);
- E. the right of the Association to take such steps reasonably necessary to protect the Common Areas against damage.
- F. the right of the Association to properly maintain, repair, and improve the Common Areas.
- G. the rights and easements of other Owners in and to the Common Areas.
- H. the right of the Association to enter into agreements with "outside owners" for purposes of allowing such "outside owners" to use the Common Areas (or a part thereof) for the purposes intended. For purposes of this Declaration an "outside owner" shall mean a Person (including, but not limited to, Declarant) that owns land that is not a part of the Property.
- I. The right of the Declarant to plat or replat the Property, or parts or portions thereof, including, without limitation, the Common Areas, from time to time, including, without limitation, the rights set forth in Article XIII of this Declaration.

Section 5.3 Restraint Upon Separation of Use Rights. Subject to Section 5.2H above, the right to use the Common Areas (i) shall be appurtenant to a Parcel, (ii) shall not be separated from the Parcel, (iii) shall pass with the title to a Parcel (whether or not separately stated or described), and (iv) shall not be conveyed or encumbered except together with the Parcel.

ARTICLE VI

MAINTENANCE, ALTERATIONS AND IMPROVEMENTS

Section 6.1 Association's Responsibilities. The Association shall be responsible for the maintenance, repair, replacement, and improvement of the Common Areas and such expenses (except as otherwise provided herein) shall be treated as and paid for as a part of the Common Expenses. However, should the need for maintenance, repair, replacement, or improvement be caused by the negligence of, or misuse by, an Owner, his or her lessees, guests, invitees, or other Persons for whom the Owner is responsible, said Owner shall be solely obligated for the costs of such maintenance, repair, replacement, and/or improvement; and, the Association shall have a lien against such Owner's Parcel in the amount of such costs, which may be foreclosed in the same manner as a mortgage against real property. The Common Areas shall be maintained by the Association in a safe, clean, operable and attractive condition at all times, in accordance with the aesthetic standards established for The Estates of Royal Palm Beach. The Association has the authority to maintain, repair, replace and improve (i) land that is not a part of a Parcel or a part of the Common Areas, and/or (ii) land that is not included within the Property, collectively the "Outside Land," pursuant to an agreement(s) with the owner(s) of said Outside Land. In connection with such agreement(s) the Association is authorized to provide the owner of the Outside Land with sufficient insurance and/or indemnification to protect such owner against any

loss, cost, damage or expense arising out of said agreement. The expenses incurred by the Association under such agreements(s) shall be treated as and paid for as a part of the Common Expenses. The Association shall assume all of Declarant's obligations under the development agreement between the Village and Declarant, upon the request of the Declarant.

Section 6.2 Owner's Responsibilities. Each Owner shall have the obligation, at his or her sole cost and expense, to maintain the Owner's Parcel in a safe, clean, operable and attractive condition at all times, in accordance with the aesthetic standards established for The Estates of Royal Palm Beach, in compliance with this Declaration, and in compliance with all governmental, health, police, and fire codes, ordinances, regulations and statutes applicable to the Owner's Parcel. In the event that the Association determines that the Owner is not adequately carrying out the Owner's obligations and responsibilities hereunder, the Association shall give the Owner written notice of such determination, expressly setting forth the Owner's default or deficiency. If the Owner fails to correct such default or deficiency within fifteen (15) days after receipt of such notice from the Association, then the Association shall have the right to enter upon the Parcel and cure the default or deficiency. The Association shall have a continuing lien upon the Owner's Parcel for the costs and expenses (including, but not limited to, reasonable attorney's fees) incurred by the Association hereunder.

Section 6.3 Inspection by Association. Each Owner shall allow the Board of Directors (and the Board's agents and employees) to enter upon Owner's Parcel for the purpose of inspecting same to determine if there are any factors or other matters threatening the Property (or any portion thereof) and/or to determine if the Owner and the Owner's Parcel are in compliance with the

provisions of this Declaration and the Exhibits hereto. Except in the case of a bona fide emergency, such entry shall be made at reasonable times and with reasonable advance notice.

Section 6.4 Declarant's Right to Enter. The Declarant and its designees, shall be entitled to enter upon any Parcel for purposes of constructing, installing, altering, repairing, replacing and/or relocating utility, cable television, communications, and security lines, cables, wires, pipes, and other utility, cable television, communications, security and drainage facilities; provided, however, that in such event Declarant or its designees shall fully restore and repair the Parcel from the effects of such actions.

Section 6.5 Insurance Proceeds. Whenever an Owner is responsible for any loss or costs covered by insurance maintained by the Association, the proceeds of the insurance received by the Association for such loss or costs shall be used for the purpose of the necessary maintenance, repair or replacement, and such Owner shall be required to pay all of the costs thereof that exceed the amount of the insurance proceeds. Further, if available at a reasonable cost, and where applicable, the Board of Directors shall endeavor to obtain policies which provide that the insurer waives its rights of subrogation as to any claims against Owners, the Association, and their respective servants, invitees, agents and guests.

Section 6.6 Maintenance Contracts. The Association may enter into a contract with any Person, including the Declarant, for the maintenance of any property which the Association is responsible for maintaining hereunder, and/or any portion thereof, and may delegate to such Person all the powers and duties of the Association related thereto, except as otherwise prohibited under the Declaration, the Bylaws or Articles of Incorporation, and/or the laws of the State of Florida.

ARTICLE VII

ARCHITECTURAL CONTROL

Section 7.1 Necessity of Architectural Review and Approval. No improvement or structure of any kind, including, without limitation, any building, fence, wall, sign, site paving, grading, building additions, alterations, screen enclosures, basketball backboards, mail boxes, swimming pools, air conditioning equipment, pumps, decorative building, decorative feature, landscaping, landscape device or object, or any other improvement shall be commenced, erected, placed or maintained upon any Parcel or Property, nor shall any addition, change or alteration therein or thereof be made unless and until the plans, specifications and location of the same shall have been submitted to, and approved in writing by, the Declarant or the Association. All plans and specifications shall be evaluated as to harmony of external design (including, without limitation, exterior colors, trims and finishes) and location in relation to surrounding structures and topography.

Section 7.2 Architectural Committee. Initially, all architectural review and control functions will be performed by the Declarant, whose decisions shall be final. The Declarant, at its sole discretion, may turn over the architectural review and control to the Association. Thereafter, the architectural review and control functions of the Association shall be administered and performed by the Architectural Committee, which shall consist of three (3) members. A majority of those members of the Architectural Committee who are not appointed by the Declarant must be members of the Association. The Declarant shall have the right to appoint all of the members of the Architectural Committee, or such lesser number as it may choose, as long as it owns at least one Parcel. Members of the Architectural Committee as to whom the Declarant may relinquish the

right to appoint, and members of the Architectural Committee after the Declarant no longer owns at least one Parcel, shall be appointed by and shall serve at the pleasure of, the Board of Directors of the Association. At any time that the Board of Directors has the right to appoint one or more of the members of the Architectural Committee, the Board shall appoint at least one (1) licensed architect or building contractor thereto. A majority of the Architectural Committee shall constitute a quorum to transact business at any meeting, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the Architectural Committee. Any vacancy occurring on the Architectural Committee shall be filled by the Board of Directors; except that the Declarant, to the exclusion of the Board, shall fill any vacancy created by the death, resignation, removal or other termination of services of any member of the Architectural Committee appointed by the Declarant.

Section 7.3 Powers and Duties of the Architectural Committee. The Architectural Committee shall have the following powers and duties:

- A. To require submission to Architectural Committee of two (2) complete sets of all plans and specifications for any improvement or structure (as described in Section 7.1, above), the construction or placement of which is proposed upon any Parcel or Property, together with a copy of any Village of Royal Palm Beach permits. The Architectural Committee may also require the submission of samples of building materials and colors proposed for use on any Parcel or the Property, and may require such additional information as reasonably may be necessary for the committee to completely evaluate the proposed structure or improvement in accordance with this Declaration.

- B. To approve or disapprove of any improvement or structure of any kind (as described in Section 7.1., above) or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Parcel or the Property and to approve or disapprove any exterior additions, changes, modifications, or alterations therein or thereon. All decisions of the Architectural Committee shall be submitted in writing to the Board of Directors of the Association. Both sets of plans and specifications shall be stamped by the Architectural Committee as "approved" or "disapproved" and countersigned under seal by the President or any Vice President of the Association. One set shall be delivered to the applicant. The other set shall be retained in the records of the Association. Any disapproval by the Architectural Committee shall contain recommendations, to the extent practical, for changes which would make the plans and specifications acceptable. Any party aggrieved by a decision of the Architectural Committee shall have the right to make a written request to the Board of Directors, within thirty (30) days of such decision, for a review thereof. The determination of the Board upon reviewing any such decision shall be final and dispositive.
- C. To approve or disapprove any change, modification, or alteration to any improvement or structure as herein described, and the plans and specifications, if any, upon which such change, modification or alteration is based, prior to commencement of construction of such change, modification

or alteration. If any improvement or structure as aforesaid shall be changed, modified or altered without prior approval of the Architectural Committee of such change, modification or alteration, and the plans and specifications therefor, if any, then the Owner shall upon demand of the Association cause the improvement or structure to be restored to comply with the plans and specifications originally approved by the Architectural Committee, and shall bear all costs and expenses of such restoration, including costs and reasonable attorneys' fees of the Association.

ARTICLE VIII

ASSESSMENTS

Section 8.1 Applicability to Parcels. Each Parcel is subject to Assessments as more specifically provided for in this Declaration and the Bylaws, respectively. No Owner may waive or otherwise escape liability for Assessments provided for herein by non-use of any of the property or services within or outside the Property, except as specifically provided in this Declaration.

Section 8.2 Uniform Rate of Assessments. All Assessments shall be at an equal, uniform rate for each Parcel in The Estates of Royal Palm Beach. The share of the Assessments in The Estates of Royal Palm Beach attributable to a particular Parcel shall be based on a fraction, the numerator of which is one and the denominator of which is the total number of Parcels in The Estates of Royal Palm Beach. The terms and provisions of this Section 8.2 are subject to the terms and provisions of Section 8.9 below.

Section 8.3 Amount and Use of Assessments. The Regular Assessments and other charges collected by the Association shall be in an amount sufficient to pay all costs, expenses, and

liabilities incurred by the Association, including but not limited to costs, expenses and liabilities incurred in regards to (a) the administration, maintenance, installation, repair, replacement, and operation of the Common Areas and other property for which the Association is responsible hereunder, (b) the administration and operation of the Association, (c) carrying out the purposes and duties of the Association, (d) insurance for directors and officers of the Association, (e) furnishing cable television services (if applicable) to Owners, and of implementing and complying with any cable television contract entered into by Declarant or the Association (if applicable), (f) carrying out all obligations required to be assumed by the Association, and (g) obligations for the payment of property taxes and assessments against and insurance coverage for the Association's property, legal and accounting fees, security costs, management fees, utilities used upon the Common Areas, cleaning services, expenses and liabilities incurred by the Association in the enforcement of its rights and duties against Owners or others, the creation of reasonable reserves, and all other expenses deemed by the Board of Directors to be necessary and proper for management, maintenance, repair, operation, administration and enforcement. Any portion of the Assessments and other charges remaining after the disbursements required hereby shall be used for the promotion of the general welfare of The Estates of Royal Palm Beach.

Section 8.4 Special Assessments.

A. The Association, through its Board of Directors, shall also have the power and authority to levy and collect Assessments designated as Special Assessments for the following purposes: the acquisition of property; the construction, reconstruction, unexpected repair or replacement of a capital improvement, including the necessary fixtures and personal property related thereto; the payment of the sums necessary to indemnify each Director and Officer of the

Association in accordance with the terms of this Declaration and the Exhibits attached hereto; and the payment of other costs, expenses, and liabilities not anticipated at the time of the adoption of the annual budget. All notices of Special Assessments from the Association to the members shall designate the date when the Special Assessment is due. No Special Assessment shall be effective without the consent of Declarant, as long as the Declarant owns the fee simple title to at least one Parcel.

B. The Association may levy an emergency Special Assessment when, in the sole determination of the Board of Directors, there is potential danger of damage to Persons or property. Such emergency Special Assessments may be utilized to pay for preventative, protective or remedial construction, reconstruction, improvements, repairs or replacements. Events justifying emergency Special Assessments include, but are not limited to, hurricanes, floods, and fires. Emergency Special Assessments shall be collectible from Owners in such manner as the Board of Directors shall determine.

Section 8.5 Due Dates. The Assessments shall be due and payable on the date or dates fixed by the Board of Directors as the due date, and such Assessments shall be payable in advance in monthly, quarterly, semi-annual or annual installments, as determined by the Board of Directors. If Assessments are not paid within fifteen (15) days of when due, the assessment installment shall bear interest from the due date at the maximum rate allowed by law, and an administrative late fee shall be imposed in addition to the interest in an amount not to exceed the greater of twenty five dollars (\$25.00) or five percent (5%) of the delinquent installment.

Section 8.6 Certificate. The Association shall, upon demand at any time, furnish to any Owner liable for a particular Assessment, a certificate in writing signed by an officer of the Association, setting forth whether said Assessment has been paid and any other provisions. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

Section 8.7 Lien Rights. All Assessments, together with interest thereon from the due date at the maximum rate allowed by law, and the cost of collection thereof (including reasonable attorneys' fees and administrative charges incurred by the Association), shall constitute a continuing lien on the Parcel that shall bind such Parcel in the hands of the Owner, the Owner's heirs, devisees, personal representatives, successors and/or assigns, and shall also be the continuing personal obligation of the Owner of the Parcel. A Claim of Lien pertaining to said lien, stating the description of the Parcel, the name of the Owner, the amount due, and the due date may be recorded in the Public Records of the County by the Association at such time as an Assessment is not paid when due. Such Claim of Lien shall secure all unpaid Assessments, interest, costs, and attorneys' fees which are due, and which may accrue subsequent to the recording of the Claim of Lien and prior to entry of a final judgment of foreclosure.

Section 8.8 Enforcement of Lien. Through its Board of Directors the Association may bring an action to foreclose the Claim of Lien against the Parcel in like manner as a foreclosure of a mortgage on real property, and/or bring a suit on the personal obligation against the Owner.

Section 8.9 Proviso. Anything in this Article VIII to the contrary notwithstanding, when an Institutional Mortgagee or other Person becomes an Owner upon the foreclosure of the mortgage owned by the Institutional Mortgagee or as a result of a deed given in lieu of foreclosure

of such mortgage, such Institutional Mortgagee or other Person (and their heirs, successors and assigns) shall not be liable for the unpaid share of Assessments attributable to the subject mortgaged Parcel which became due prior to the acquisition of title of the mortgaged Parcel by such Institutional Mortgagee or other Person as a result of the foreclosure, or deed in lieu of foreclosure, unless the unpaid share of the Assessments is secured by a claim of lien for Assessments that was recorded prior to the recording of the subject mortgage owned by the Institutional Mortgagee. The unpaid share of Assessments that is subordinated under this Section 8.9 shall constitute a part of the Common Expenses collectible from all of the Owners, including such Institutional Mortgagee or other Person. Except as otherwise provided in this Section 8.9, an Institutional Mortgagee (or other Person) becoming an Owner upon the foreclosure of the mortgage owned by the Institutional Mortgagee or as a result of a deed in lieu of the foreclosure thereof (and their heirs, successors and assigns) shall be liable for assessments in the same manner as all other Owners in The Estates of Royal Palm Beach.

ARTICLE IX

EASEMENTS

Section 9.1 Easement Rights of Declarant. Declarant reserves unto itself, its designees, successors and assigns, perpetual and/or temporary easements for any and all purposes over, upon, across, under, and/or through the Property (and any portion thereof), at any time, without the need for any joinder, ratification or consent by the Association, any Owner, or any lienholder; provided that such easement(s) shall not encroach upon any dwelling unit or otherwise materially interfere with an Owner's use of his or her Parcel. If requested by Declarant, the Association, all Owners, and all lienholders shall join in all documents specifically describing the easements reserved and/or

granted hereunder for purposes of evidencing same. It is understood that such easements may be used at Declarant's (or its designee's, successor's, or assigns') option for any purposes, including, but not limited to, (i) using, draining into, dredging and/or maintaining any lakes and/or water management tracts within the Property; (ii) hauling any fill, dirt, or other materials arising from the development of the Property or surrounding property; and (iii) constructing, installing, operating, maintaining, repairing, inspecting, extending and/or replacing any and/or all: improvements and systems servicing the Property and/or surrounding properties; monitoring wells; drainage and irrigation systems (which may be used by other communities belonging to the Master Association); security systems; all utility systems (including, but not limited to, electric, gas, water sewer, telephone, cable television, satellite master antenna television, cable distribution, and all communications systems); landscaping and water areas; and/or pedestrian access.

Section 9.2 Easement Rights of Association. The Association shall have the power, through its Board of Directors, to grant to any Person perpetual easements over, upon, under, across and/or through the Common Areas, or to modify any such existing easement, in its own name and without the joinder or approval of any Owner.

Section 9.3 Easement Rights of Institutional Mortgagees. An easement is hereby granted to each Institutional Mortgagee over and upon roadways within the Common Areas for the purpose of access to the property subject to its mortgage.

Section 9.4 Persons Bound: Beneficiaries. The easements set forth in this Article IX shall run with the land and shall be binding upon every Owner and every claimant of the Property or any portion thereof or of any interest therein, and their respective heirs, executors, administrators,

personal representatives, successors and assigns and all Persons claiming by, through or under such Persons. No action shall be taken that would significantly interfere with the easement rights set forth herein. Should the intended creation of any easement fail for any reason, then any such easement deemed not to be so created shall nevertheless be considered as having been granted directly to the Association for the purpose of allowing the original party or parties to whom the easements were originally granted or reserved the benefit of such easement, and the Owners designate the Declarant and/or Association as their lawful attorney in fact to execute any instrument on their behalf as may hereafter be required or deemed necessary for the purpose of creating or reserving such easement(s).

ARTICLE X

INSURANCE

Section 10.1 Association's Responsibilities.

A. Casualty Insurance. The Association shall use its best efforts to obtain and maintain insurance on the Common Areas and all improvements located within the Common Areas from time to time, together with all service machinery contained therein (collectively, the "Insured Property"), in an amount not less than one hundred percent (100%) of the full insurable replacement value thereof, excluding foundation and excavation costs, as determined annually by the Board of Directors. Such coverage shall afford protection against: (a) loss or damage by fire, flood, or other hazards covered by a standard extended coverage endorsement and (b) such other risks as from time to time are customarily covered with respect to improvements similar to the Insured Property in construction, location and use.

B. Liability Insurance. The Association shall use its best efforts to obtain and maintain comprehensive general public liability and property damage insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the Insured Property or any work, matters or things related to the Insured Property, with such coverage as shall be required by the Board of Directors, and, if possible, with a cross-liability endorsement to cover liability of the Owners as a group to any Owner and vice versa.

C. Workers' Compensation. In the event that the Association has employees, the Association shall use its best efforts to obtain and maintain a Workers' Compensation Policy in an amount sufficient to meet the requirements of law.

D. Other Insurance. The Association shall use its best efforts to obtain and maintain such other insurance as the Board of Directors may from time to time deem desirable.

E. Waiver of Subrogation. When appropriate and attainable, each of the foregoing policies shall waive the insurer's right to (i) subrogation against the Association and against Owners individually and as a group and against their respective family members, servants, invitees, agents and guests; (ii) pay only a fraction of any loss in the event of co-insurance or if other insurance carriers have issued coverage upon the same risk; and (iii) avoid liability for a loss that is caused by an act of the Board of Directors, or by a member of the Board of Directors, or by one or more Owners.

F. Deductibles. In obtaining and maintaining insurance coverage as required or authorized hereunder, the Board of Directors shall agree to such deductibles as it deems reasonable.

G. **Costs.** Any premiums, costs or other expenses incurred by the Association pursuant to this Article X shall be treated as and deemed to be Common Expenses.

Section 10.2 Owner's Responsibilities. Each Owner shall keep the residential dwelling and all other improvements lying within the Owner's Parcel fully insured in an amount not less than one hundred percent (100%) of the full insurable replacement value thereof (excluding foundation and excavation costs) by a company reasonably acceptable to the Association. Written proof of such insurance shall be provided by the Owner to the Association within three (3) days after demand by the Association for such proof. Any sum received from insurance against injury or damage to, or destruction of, the Owner's dwelling, shall first be applied to the repair, restoration, or reconstruction of the said dwelling. In addition, each Owner may obtain insurance coverage at the Owner's own expense and at the Owner's own discretion upon all other property within the Owner's Parcel, including, but not limited to, the Owner's personal property, and for the Owner's personal liability and living expenses and for any other risk. Such insurance, where applicable, shall contain the same waiver of subrogation, if available at reasonable cost, as referred to in Section 10.1E above. Notwithstanding anything to the contrary which may be contained herein, the Association shall not be responsible for the failure of any Owner to maintain any insurance required hereunder or the failure, refusal or inability of any insurance company to pay any claims under any insurance coverage required hereunder.

Section 10.3 Insurance Regarding Outside Land. The Association is authorized to obtain and maintain the insurance necessary to comply with any agreement entered into pursuant to Section 6.1 herein.

ARTICLE XI**ADDITION OF LANDS TO DECLARATION**

The Declarant shall submit and subject Additional Land to the terms of this Declaration by recording an instrument in the Public Records of the County which (1) makes reference to this Declaration, (2) states that the purpose is to submit and subject the Additional Land to the terms of this Declaration, (3) contains a legal description of the Additional Land, and (4) is executed by the Declarant and all record owners of the Additional Land with the formalities of a deed. Such instrument shall constitute an amendment to this Declaration, and such an amendment may be made by Declarant without the joinder, ratification or approval of the Association, any Owner, or any lienholder. Upon the submission and subjection of Additional Land to the terms of this Declaration, such land shall be deemed to be a part of the Property and the owners of the Additional Land shall be entitled to enforce the terms of this Declaration, and shall likewise be subject to the terms hereof, as though all of the Additional Land were submitted and subjected to the terms of this Declaration when the Declaration was originally recorded.

ARTICLE XII**NOTICE**

Any notice or other communication to an Owner (other than Declarant) shall be deemed properly given only when mailed in the U.S. mail or hand delivered to the address of the Owner as set forth in the Association's files. It shall be the Owner's responsibility to keep the Owner's address current with the Association. In the event that the Owner's address is not on file with the Association, then the Owner's address shall be deemed to be the address of the Owner's Parcel. Any notice or other communication to Declarant shall be deemed properly given only when mailed

in the U.S. mail, registered mail or certified mail, return receipt requested, to the Declarant at c/o NASA Construction 307 Lake Avenue, Lake Worth, FL 33460, or such other address provided by Declarant by written notice to the Owners and the Association. Any notice or other communication to the Association shall be deemed properly given only when mailed in the U. S. mail, registered mail or certified mail, return receipt requested, or hand delivered (and receipted for), to the Association at c/o NASA Construction 307 Lake Avenue, Lake Worth, FL 33460, or such other address provided by the Association by written notice to the Owners and the Declarant.

ARTICLE XIII

AMENDMENTS TO GOVERNMENTAL LAND USE REGULATIONS

With respect to any Parcels owned by Declarant and the Common Areas, the Declarant hereby reserves the right to amend or replat at any time, and from time to time, the Site Plan for The Estates of Royal Palm Beach, the Village's Zoning and/or Comprehensive Plan designation, any Plat of public record, and any other governmental land use regulation or permit applicable to The Estates of Royal Palm Beach, without any approval, consent, or joinder of any Owner, any lienholder, or the Association. In the event that the applicable governmental body requires the approval, consent and/or joinder of any Owner, lienholder, or the Association, then the Declarant is hereby appointed as the agent for such parties for purposes of signing any and all documents required by such governmental body in connection therewith, and/or such parties, upon demand by Declarant, shall sign the approvals, consents, and joinders necessary to carry out the amendments hereunder. In connection with any amendments under this Article, the Declarant and/or the Association shall have the authority to alter, realign, dedicate, rededicate, abandon, relocate or convey any portion of the Common Areas or interest therein.

ARTICLE XIV

REMEDIES

Section 14.1 Rights of Declarant and Association for Violation by Owner. In the event that an Owner violates or threatens to violate any provision of this Declaration or any Exhibits hereto, and/or the Rules and Regulations adopted by the Board of Directors, the Declarant and/or the Association shall have the right to:

- A. seek any available relief in law and/or equity, including but not limited to, damages and injunctive relief; and/or
- B. after ten (10) days prior written notice to the Owner (except in an emergency, when no notice shall be required), enter (or designate the proper Person or Persons to enter) upon the Owner's Parcel and/or any part of the Common Areas and summarily abate, cure, and/or remove any such violation, carry out Owner's obligations, or otherwise remedy the violation, without being liable for any manner of trespass; and/or
- C. charge the Owner for all costs and expenses (including, but not limited to, reasonable attorneys' fees) incurred by the Declarant and/or the Association in seeking and/or enforcing any of the remedies provided for herein, which charge shall constitute a lien against the Owner's Parcel, shall bear interest and shall be collectable in the same manner as Assessments; and/or
- D. suspend, for a reasonable period of time, the rights of the Owner or a Owner's tenants, guests, or invitees, or both, to use the Common Areas and facilities and may levy reasonable fines, not to exceed Fifty Dollars (\$50.00) per violation, against any Owner or any tenant, guest, or invitee. A fine or suspension may not be imposed without notice of at least

fourteen (14) days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three members appointed by the board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director, or employee. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. If so approved, a fine charge shall constitute a lien against the Owner's Parcel, shall bear interest and shall be collectable in the same manner as Assessments.

Section 14.2 Rights of Declarant for Violation by Association. In the event that the Association (i) fails to meet the maintenance standards established hereunder, (ii) fails to properly carry out its duties, or (iii) otherwise acts in violation of this Declaration or the Exhibits hereto, Declarant after fifteen (15) days prior notice to the Association, shall have the right to:

- A. enter upon the Property as agent for the Association (which agency is coupled with an interest) and remedy the violation, without being liable for any manner of trespass; and/or
- B. enforce the Association's obligations through any available legal and/or equitable action; and/or
- C. seek any other remedy available in law and/or equity; and/or
- D. be reimbursed for all costs and expenses (including, but not limited to, reasonable attorneys' fees) incurred by Declarant in seeking and/or enforcing any of the remedies provided for herein.

Section 14.3 Rights of Owners for Violation by an Owner or Association. In the event that an Owner(s) or the Association violates or threatens to violate any provision of this Declaration (or any Exhibits hereto), or any Rules and Regulations adopted by the Board of Directors in

accordance with this Declaration, any Owner (or group of Owners) may seek any remedy available in law and/or equity.

Section 14.4 Attorneys' Fees. In the event that attorneys' fees are incurred in any level of litigation arising under this Declaration (including, but not limited to, trial and appellate proceedings), the prevailing party shall be entitled to reimbursement from the other party (or parties) to the litigation for the costs and reasonable attorneys' fees incurred by the prevailing party.

ARTICLE XV

OBLIGATIONS OF OWNER

Each Owner, by becoming such, agrees that he or she shall be personally responsible for the payment of all obligations that may become liens against his or her Parcel pursuant to this Declaration. Further, the amount of any lien granted to the Declarant, and/or the Association, hereunder shall include, but not be limited to, the costs of enforcing the lien (including, but not limited to reasonable attorney's fees) and interest on the amount of the lien at the highest rate allowed by law, and each such lien may be foreclosed in the same manner as a mortgage against real property. Any lien granted by or arising under this Declaration shall be effective as of the date that a Claim of Lien for such lien is recorded in the Public Records of the County.

ARTICLE XVI

AMENDMENT

Section 16.1 General Procedure. Except as otherwise specifically provided in this Declaration, any of the terms and provisions in this Declaration may be amended or deleted, and/or new terms and provisions may be created, by an amendment to this Declaration approved

by the affirmative consent of two-thirds (2/3) of the Voting Rights in The Estates of Royal Palm Beach, except that an amendment changing the method of sharing the payment of Assessments under Section 8.2 herein must be approved by an affirmative consent of eighty percent (80%) of the Voting Rights in The Estates of Royal Palm Beach. The amendment shall be evidenced by a Certificate of Amendment executed with the formalities of a deed, which shall be placed of record in the Official Records of the County. The Certificate of Amendment need only be executed by the President or Vice President of the Association and attested by the Secretary or any Assistant Secretary of the Association unless otherwise provided in this Declaration, and shall include the recording data identifying this Declaration and a certification executed by such Officer and attested by such Secretary attached thereto certifying that the amendment was made in accordance with the terms of this Declaration.

Section 16.2 Proviso. Anything to the contrary herein notwithstanding:

A. This Declaration may be amended by Declarant at any time without the joinder, ratification or approval of the Association, any Owner, or any lienholder, where such an amendment is specifically provided for in this Declaration, or where required (whether by amendment to this Declaration or to the Articles of Incorporation or Bylaws) in order to make the mortgage of any Institutional Mortgagee encumbering a Parcel eligible for purchase by FNMA, FHLMC or GNMA. Such Amendment, which shall be recorded in the Public Records of the County, need be executed and acknowledged only by the Declarant with the formalities of the execution of a deed and joined in and consented to by the Master Association, and shall include reference to the recording information identifying this Declaration; and no Certificate of the Association shall be required.

B. Until the Declarant specifically elects in writing to terminate this right of consent, all amendments to this Declaration must be consented to in writing by Declarant, and in the absence of such consent the Amendment shall be null and void.

ARTICLE XVII

RIGHT TO MODIFY, CANCEL, OR LIMIT

Anything to the contrary herein notwithstanding, Declarant specifically reserves the absolute and unconditional right, without any joinder, ratification or approval of the Association, any Owner or any lienholder, to alter, modify, change, revoke, rescind, limit or cancel any of the terms contained in this Declaration and/or to add new terms to the Declaration, when required to do so by any applicable governmental authority.

ARTICLE XVIII

ASSIGNMENT

Any and/or all of the rights, powers, and easements reserved by or granted to the Declarant hereunder may be assigned by the Declarant to any Person or Persons; provided, however, that Declarant's right to vote 100% of the Voting Rights in The Estates of Royal Palm Beach shall not be assigned by the Declarant to any Person or Persons except (i) a "related entity", or (ii) an Institutional Mortgagee owning a Mortgage against any lands owned by Declarant (or a "related entity") within The Estates of Royal Palm Beach, or (iii) a Person or Persons who acquire fee simple title by a recorded warranty deed to 100% of the lands then owned by Declarant (or a "related entity") within The Estates of Royal Palm Beach. For purposes of this Declaration a "related entity" shall mean an entity in which (i) Declarant is a general partner, (ii) Declarant owns at least 50% of the issued and outstanding stock, (iii) any shareholder of Declarant is a general

partner, or (iv) any shareholder or combination of shareholders of Declarant own at least fifty percent (50%) of the issued and outstanding stock. All rights, powers, and easements may be assigned to one Person, or some rights, powers, and easements may be assigned to one Person, and some rights, powers, and easements may be assigned to one or more other Persons. The assignment shall be (a) in writing, (b) recorded in the Public Records of the County, and (c) joined in by the assignee for purposes of evidencing assignee's acceptance of the rights, powers, and/or easements so assigned.

ARTICLE XIX

DURATION

This Declaration, as amended, shall continue in full force and effect against the Property and the Owners thereof for thirty years (30) from the date this Declaration is recorded, and shall, as then in force, be continued automatically, and without further notice, from such date for periods of ten (10) years each, without limitation, unless at least six (6) months prior to the expiration of the thirty-year (30) period, or at least six (6) months prior to the expiration of any successive ten-year period, a termination of this Declaration shall have been recorded in the Public Records of the County (or other proper public recording office). Said termination of this Declaration must be executed and acknowledged by the President (or Vice-President) and Secretary (or Assistant Secretary) of the Association, and must be approved by the affirmative vote of (i) at least two-thirds (2/3) of the Board of Directors and at least seventy five percent (75%) of the Voting Rights in The Estates of Royal Palm Beach, or (ii) at least eighty percent (80%) of the Voting Rights in The Estates of Royal Palm Beach. In the event that this Declaration is terminated under this provision, or any other provision or Article contained herein, a similar Declaration shall be

executed and recorded in the Public Records of the County, if necessary to insure a continuation of the operational, administrative, and maintenance services performed by the Association hereunder. Declarant shall have no obligations or liabilities with respect to, or arising from, the termination of this Declaration.

ARTICLE XX

SEVERABILITY

The determination of any Court that any provision of this Declaration is unenforceable, invalid or void shall not affect the enforceability or validity of any other provisions hereof.

ARTICLE XXI

APPLICABLE LAW/VENUE

This Declaration shall be interpreted according to the laws of the State of Florida, and the proper venue of any actions arising hereunder shall be Palm Beach County, Florida.

ARTICLE XXII

CAPTIONS

The captions used in this Declaration and Exhibits annexed hereto are inserted solely as a matter of convenience and shall not be relied upon and/or used in construing the effect or meaning of any of the text of this Declaration or Exhibits annexed hereto.

ARTICLE XXIII

SINGULAR/PLURAL - MASCULINE/FEMININE

Where words used herein appear in the singular, the same shall include the plural (and vice versa), and words in the masculine shall include words in the feminine or neuter gender (and vice versa), unless the text thereof expressly requires the contrary.

ARTICLE XXIV**DISSOLUTION OF ASSOCIATION**

In the event the Association is dissolved, the Common Areas shall be conveyed to:

(1) a not-for-profit corporation that is organized for purposes similar to those of the Association, or (2) a governmental body or public agency. The entity or entities ("New Entity") to which the Common Areas are conveyed shall then assume the obligations of the Association hereunder, and the New Entity shall have the same assessment, lien and enforcement rights against the Owners and Parcels as the Association has hereunder. In the event that no such conveyance is made under (1) or (2) above, and the Association is dissolved, the Association shall, nevertheless, continue to exist as an unincorporated membership organization with the same rights and obligations of the Association hereunder.

ARTICLE XXV**RESTRICTIONS PREVAIL OVER LESS STRINGENT****GOVERNMENTAL REGULATIONS**

Where the covenants and restrictions set forth in this Declaration impose minimum standards more stringent than governmental standards and regulations, the covenants and restrictions in this Declaration shall prevail, unless otherwise precluded by Florida law.

ARTICLE XXVI**LESSEES**

Owners shall be responsible for all acts and actions of their lessee(s). Lessees shall comply with this Declaration (and the Exhibits hereto), as well as any rules, regulations, and restrictions adopted by the Board of Directors or the Declarant hereunder, in the same manner as an Owner,

and any violation of same by a lessee shall be treated as a violation by the Owner. Lessees shall be entitled to use the Common Areas in the same manner as an Owner.

ARTICLE XXVII

STATUS AND WAIVER

Section 27.1 Covenants. The terms contained in this Declaration shall be construed as covenants running with the land and shall inure to the benefit of and be enforceable by the Declarant, the Association (which shall be deemed the agent for all of its members for such purposes), and by any Owner or Owners.

Section 27.2 Waiver. The failure of any Person to enforce any covenant or obligation herein contained shall in no event be deemed a waiver by that or any other Person of its rights to thereafter enforce the same. No liability shall attach to the Declarant or an Owner for failure to enforce such covenants or obligations.

ARTICLE XXVIII

CONFLICT IN DOCUMENTS

Section 28.1 Conflict among Declaration, Exhibits, and Rules and Regulations. In the event of any conflict between or among any of the following documents, the conflict shall be resolved by interpreting the conflicting term or provision as it appears in the document of higher authority; such documents, in order of highest authority to lowest, are as follows:

1. This Declaration;
2. The Articles of Incorporation;
3. The Bylaws;
4. Rules and Regulations adopted hereunder.

ARTICLE XXIX

LITIGATION

No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by the affirmative consent of at least two-thirds (2/3) of the Voting Rights in The Estates of Royal Palm Beach. This Article shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of Assessments hereunder, (c) proceedings involving challenges to ad valorem taxation, (d) counterclaims brought by the Association in proceedings instituted against it, or (e) the defense of any judicial or administrative proceeding in which the Association is named as a defendant.

ARTICLE XXX

EFFECTIVE DATE OF THIS DECLARATION

This Declaration shall become effective upon its recordation in the Public Records of Palm Beach County.

IN WITNESS WHEREOF, the undersigned have caused this Declaration to be duly executed

this 20 day of OCTOBER, 1997.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

URBANDALE ROYAL P.B., INC.,
a Florida corporation

(1) STEPHEN OTOCKI
(Typed or Printed Name)

By: S. Lyon Sachs
S. LYON SACHS, PRESIDENT

(2) Randolph Johnson Jr.
Randolph Johnson Sr.
(Typed or Printed Name)

(CORPORATE SEAL)

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 20 day of October, 1997,
by S. LYON SACHS, as President of Urbandale Royal P.B., Inc., a Florida corporation, on
behalf of the corporation, and

☒ he/she is personally known to me, OR

___ has produced ___ as identification.

Ruby Dean Johnson
Notary Name: Ruby Dean Johnson
Notary Public
Serial (Commission) Number
(if any) ___

(NOTARY STAMP)



RUBY DEAN JOHNSON
MY COMMISSION # CC487338 EXPIRES
August 9, 1999
BONDED THRU TROY FAIN INSURANCE, INC.

JOINDER AND ACCEPTANCE OF ASSOCIATION

FOR GOOD AND VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, THE ESTATES OF ROYAL PALM BEACH HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation, formerly known as CYPRESS ESTATE HOMEOWNERS' ASSOCIATION, INC., hereby agrees to accept all of the benefits and all of the duties, responsibilities, obligations, and burdens imposed upon it by the provisions of this Declaration and exhibits attached hereto.

IN WITNESS WHEREOF, THE ESTATES OF ROYAL PALM BEACH HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation, has caused these presents to be duly signed in its name by its President, this 1st day of December, 1997.

SIGNED, SEALED AND DELIVERED
PRESENCE OF:

THE ESTATES OF ROYAL PALM BEACH
HOMEOWNERS' ASSOCIATION, INC.

(1) Willis C. White
(Typed or Printed Name)

By: Peter L. Breton
PETER L. BRETON, VICE PRESIDENT

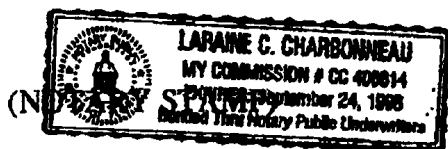
(2) Laraine C. Charbonneau
(Typed or Printed Name)

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 1st day of December, 1997, by PETER L. BRETON, as Vice President THE ESTATES OF ROYAL PALM BEACH HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation, formerly known as Cypress Estate Homeowners' Association, Inc., on behalf of said Corporation, who

☒ is personally known to me, OR
☐ produced _____ as identification.



Laraine C. Charbonneau
Notary Name: LARAIN C. Charbonneau
Notary Public
Serial (Commission) Number _____
(if any) _____

JOINDER

FOR GOOD AND VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, SUNLAND CONSTRUCTION OF THE PALM BEACHES, INC., a Florida corporation, hereby joins in and consents to the execution of this Declaration of Protective Covenants and exhibits attached hereto.

IN WITNESS WHEREOF, SUNLAND CONSTRUCTION OF THE PALM BEACHES, INC., a Florida corporation, has caused these presents to be duly signed in its name by its President, this 4 day of NOV., 1997.

SIGNED, SEALED AND DELIVERED
PRESENCE OF:

SUNLAND CONSTRUCTION OF THE
PALM BEACHES, INC.

(1) [Signature]
Charles J. Perry
(Typed or Printed Name)

By: [Signature]
Print Name: Frank E. Young
Its President

(2) [Signature]
BRENDA LICCIARDI
(Typed or Printed Name)

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 4 day of NOV., 1997, by Frank E. Young as President of Sunland Construction of the Palm Beaches, Inc., a Florida corporation, on behalf of said Corporation, who

He is personally known to me, OR
produced na as identification..

(NOTARY STAMP)

[Signature]
Notary Name: Karla M. Arnsdorf
Notary Public
Serial (Commission) Number
(if any)

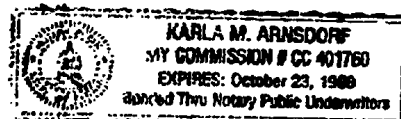


EXHIBIT "A"

All of the plat of Cypress Head Unit 2 Plat 1, a subdivision according to the plat thereof, as recorded in Plat Book 74, Page 48, of the Public Records of Palm Beach County, Florida.

EXHIBIT "B"

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
THE ESTATES OF ROYAL PALM BEACH
HOMEOWNERS' ASSOCIATION, INC.

The undersigned hereby establishes the following for the purpose of becoming a nonprofit corporation under the laws of the State of Florida, by and under the provisions of the statutes of the State of Florida providing for the formation, liability, rights, privileges and immunities of a corporation not-for-profit.

ARTICLE I

Name and Address of Corporation

The name of this Corporation (hereinafter the "Corporation" or "Association" shall be THE ESTATES OF ROYAL PALM BEACH HOMEOWNERS' ASSOCIATION, INC. and the mailing address of the Corporation is c/o NASA CONSTRUCTION, 307 LAKE AVENUE, LAKE WORTH, FLORIDA 33460.

ARTICLE II

Purposes

The purpose of this Corporation is to own, lease, maintain, operate, and/or administer certain property within or related to Cypress Head Unit 2 Plat 1, a subdivision according to the plat thereof, as recorded in Plat Book 74, Page 48, of the Public Records of Palm Beach County, Florida (hereinafter "The Estates of Royal Palm Beach"), and to carry out its rights and duties set

forth in the Amended and Restated Declaration of Protective Covenants of The Estates of Royal Palm Beach (hereinafter the "Declaration").

ARTICLE III

Definitions

The definitions set forth in the Declaration shall apply to these Articles of Incorporation.

ARTICLE IV

Powers and Limitations

A. The Corporation shall have the power:

1. To own, lease, operate, maintain, and administer the Common Areas, and other property within or related to The Estates of Royal Palm Beach in accordance with the Declaration.
2. To establish, through its Board of Directors, reasonable rules and regulations regarding the property within The Estates of Royal Palm Beach.
3. To carry out all the powers and duties vested in the Corporation pursuant to these Articles and the Bylaws of the Corporation, and pursuant to the Declaration.
4. To do all things necessary to carry out the operation of the Corporation as a natural person might or could do and to exercise and enjoy all the powers, rights and privileges granted to or conferred upon corporations of similar character by the provisions of Chapter 617, Florida Statutes, and Chapter 607, Florida Statutes, respectively.
5. To engage professional management agents to manage its affairs, and pay a fee therefor.

6. To grant easements and leases to any Person or entity over, under, through, and/or across the Common Areas, for or without compensation to this Corporation, without any need to obtain the approval or joinder of any Owner or lienholder.

7. To assess members of the Association, and enforce such assessments in accordance with the Declaration.

B. The Corporation is not organized for profit, nor shall it have the power to issue certificates of stock or pay dividends.

C. All funds and title to all interests in property acquired by the Corporation, whether fee simple or leasehold or otherwise, and the proceeds thereof shall be held in trust for members of the Corporation, subject to the terms of the Declaration.

D. The Corporation shall not be authorized to make any unreasonable accumulations of cash or assets as determined by the Internal Revenue Code or the rules and regulations pursuant thereto.

ARTICLE V

Corporate Existence

This Corporation shall have perpetual existence unless sooner dissolved by law. The Corporation may be dissolved upon unanimous resolution to that effect being adopted by the members of the Board of Directors and approved by an affirmative vote of at least ninety percent (90%) of the total Voting Rights in The Estates of Royal Palm Beach, and, after receipt of an appropriate decree of dissolution, if such decree is necessary at the time of dissolution as set forth in Florida Statutes, Chapter 617, or statute of similar import.

ARTICLE VI

Qualifications for Members and Manner
of Admission and Voting Rights

1. All Owners of Parcels in The Estates of Royal Palm Beach shall be members of the Corporation. An Owner shall automatically be a member of the Corporation upon the recording in the Public Records of the County of the document evidencing the Owner's fee simple title to a Parcel.

2. Voting Rights shall be based on the formula of one vote for each Parcel; provided however, anything to the contrary herein notwithstanding, that as long as the Declarant owns the fee simple title of at least one Parcel, the Declarant shall be entitled to vote one hundred percent (100%) of the Voting Rights in The Estates of Royal Palm Beach.

ARTICLE VII

Directors

1. The business of this Corporation shall be conducted by a Board of Directors, consisting of not less than three (3) nor more than seven (7) Directors. The current Board of Directors consists of three (3) Directors.

2. The election of directors, their removal and the filling of vacancies on the Board of Directors shall be in accordance with the Bylaws of this Corporation.

3. The directors herein named (see Article IX) shall serve until their successors are duly elected and qualified, or until they are removed in the manner elsewhere provided, or until they resign, whichever first occurs, and any vacancies in their number occurring before a successor has been duly elected and qualified shall be filled in accordance with the Bylaws of this Corporation.

ARTICLE VIII

Officers

The affairs of the Corporation shall be managed by a president, vice president, secretary, treasurer, and such other officers as may be authorized by the Board of Directors. A person may hold more than one office except that the offices of President and Secretary shall not be held simultaneously by the same individual. Said officers shall be elected annually by the Board of Directors at the annual meeting of the Board of Directors and shall hold office until their successors shall be duly elected and qualified, or until they are removed, or until they resign, whichever first occurs. The officers of the Corporation shall be:

President:	S. LYON SACHS
Vice-President:	PETER L. BRETON
Secretary:	HERBERT NADOLNY
Treasurer:	HERBERT NADOLNY

ARTICLE IX

Names and Post Office Addresses of Directors

The names and post office addresses of the members of the Board of Directors who shall hold office pursuant to the terms and provisions of these Articles of Incorporation and Bylaws of the Corporation shall be:

1. S. LYON SACHS

c/o NASA CONSTRUCTION
307 LAKE AVENUE
LAKE WORTH, FLORIDA 33460

2. PETER L. BRETON

625 NORTH FLAGLER DRIVE
NINTH FLOOR

WEST PALM BEACH, FLORIDA 33401

3. HERBERT NADOLNY

c/o NASA CONSTRUCTION
307 LAKE AVENUE
LAKE WORTH, FLORIDA 33460

ARTICLE X

Bylaws

The bylaws of the Corporation shall be adopted by the Board of Directors named herein and may be altered, amended or rescinded in the manner provided by the Bylaws.

ARTICLE XI

Indemnification

1. The Corporation shall indemnify and hold harmless any Director, Officer or member of a corporate committee created or arising under these Bylaws or the Articles of Incorporation of the Corporation, or the Declaration, collectively referred to herein as the "Indemnities" and individually referred to herein as an "Indemnitee," made a party or threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding as follows. This indemnification shall extend to any action of a judicial, administrative, criminal, or investigative nature (including, but not limited to, any action by the Corporation), brought by or against an Indemnitee, based on an act, or acts, alleged to have been committed by such Indemnitee, in his or her capacity as an Officer, Director or member of a corporate committee. In any such action, the Corporation shall indemnify and hold the Indemnitee harmless from and against judgments, losses, liabilities, costs, fines, amounts paid in settlement, and reasonable expenses, including, but not limited to, attorneys' fees, actually incurred by the Indemnitee as a result of such action, suit, or proceeding or any appeal therein, provided such Indemnitee did not act with gross negligence

or willful misconduct. The termination of any such action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, in itself, create a presumption that any such Indemnitee acted with gross negligence or willful misconduct.

2. Indemnification as provided in this Article shall continue as to a person who has ceased to be a Director, Officer, or member of a corporate committee, and shall inure to the benefit of the heirs, executors, and administrators of such Indemnitee. References herein to Directors, Officers and members of corporate committees shall include not only current Directors and Officers, but former Directors, former Officers and former members of corporate committees as well.

3. The Corporation shall have the power to purchase and maintain insurance on behalf of any person who is a Director or Officer of the Corporation against any liability asserted against him or her and incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify him or her against such liability under the provisions of this Article.

4. The aforementioned rights shall be in addition to, and not exclusive of, all other rights to which such Director or Officer may be entitled under Florida law. In particular, the Corporation shall also indemnify (and advance costs to) the Indemnitees to the full extent allowed under any applicable statute (including, but not limited to, §617.0831, Fla. Stats. and §607.0850, Fla. Stats.).

ARTICLE XII

Transactions in Which

Directors or Officers Are Interested

1. No contract or other transaction between the Corporation and one or more of its directors or any other corporation, firm, association, or entity in which one or more of its directors are directors or officers or are financially interested shall be either void or voidable because of such relationship or interest, because such director or directors are present at the meeting of the Board of Directors or a committee thereof which authorizes, approves, or ratifies such contract or transaction, or because his or their votes are counted for such purpose, if:

(a) The fact of such relationship or interest is disclosed or known to the Board of Directors or committee which authorizes, approves, or ratifies the contract or transaction by a vote or consent sufficient for the purpose without counting the votes or consents of such interested directors;

(b) The fact of such relationship or interest is disclosed or known to the members entitled to vote on such contract or transaction, if any, and they authorize, approve, or ratify it by vote or written consent; or

(c) The contract or transaction is fair and reasonable as to the Corporation at the time it is authorized by the Board, a committee, or the members.

2. Common or interested directors may be counted in determining the presence of quorum at a meeting of the Board of Directors or a committee thereof which authorizes, approves, or ratifies such contract or transaction.

3. No director or officer of the Corporation shall incur liability merely by reason of the fact that he or she is or may be interested in any such contract or transaction.

ARTICLE XIII

Amendments

1. These Articles of Incorporation may be amended upon:
 - a. the affirmative consent of at least two-thirds (2/3) of the Board of Directors and of at least a majority of all of the Voting Rights in The Estates of Royal Palm Beach; or,
 - b. the affirmative consent of at least two-thirds (2/3) of all of the Voting Rights in Cypress Head.
2. A copy of each amendment to the Articles of Incorporation as approved must be accepted by the Secretary of State of the State of Florida, or such other person required by Florida law, and shall be recorded in the Public Records of Palm Beach County, Florida.

ARTICLE XIV

Incorporator

The name and post office address of the Incorporator of these Articles of Incorporation is Urbandale Royal P.B., Inc., a Florida corporation, c/o NASA CONSTRUCTION, 307 LAKE AVENUE, LAKE WORTH, FLORIDA 33460.

ARTICLE XV

Registered Office and Agent

The street address of the current registered office of this Corporation is 625 NORTH FLAGLER DRIVE, NINTH FLOOR, WEST PALM BEACH, FLORIDA 33401, and the name of the current registered agent of this Corporation is PETER L. BRETON.

IN WITNESS OF THE FOREGOING, the undersigned has hereunto set its hand and seal
in acknowledgment of the foregoing Articles of Incorporation, this 27th day of MARCH, 1997,
which Articles are to be filed in the Office of the Secretary of State.

URBANDALE ROYAL P.B., INC.,
a Florida Corporation

By: 
S. LYON SACHS, PRESIDENT

(Corporate Seal)

[ACKNOWLEDGMENT ON FOLLOWING PAGE]

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 27th day of MARCH 1997, by S. LYON SACHS, as President of URBANDALE ROYAL P.B., INC., a Florida corporation, on behalf of the Corporation, and X he is personally known to me, OR ____ has produced _____ as identification.

Ruby Dean Johnson
Notary Name: *Ruby Dean Johnson*
Notary Public
Serial (Commission) Number
(if any)

(NOTARY STAMP)



RUBY DEAN JOHNSON
MY COMMISSION # CC487338 EXPIRES
August 9, 1999
BONDED THROUGH TROY FARM INSURANCE, INC.

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

Pursuant to §§48.091 and 617.0501, Florida Statutes, the following is submitted in compliance with said Statutes:

THAT, THE ESTATES OF ROYAL PALM BEACH HOMEOWNERS' ASSOCIATION, INC., a Florida Corporation Not-For-Profit, desiring to organize under the laws of the State of Florida, with its initial principal offices at c/o NASA CONSTRUCTION, 307 LAKE AVENUE, LAKE WORTH, FLORIDA 33460, has named PETER L. BRETON, whose address is 625 NORTH FLAGLER DRIVE, NINTH FLOOR, WEST PALM BEACH, FLORIDA 33401, as its duly authorized Registered Agent to accept service of process for the Corporation within the State of Florida.

ACKNOWLEDGMENT

Having been named to accept service of process for the above-stated Corporation, at the place designated in this Certificate, I hereby accept the responsibility to act in this capacity, and agree to comply with the provisions of Florida Statutes relative to keeping open said office and further accept the duties and obligations of Section 607.0505, Florida Statutes.

DATED this 27th day of March, 1997.


PETER L. BRETON, REGISTERED AGENT

EXHIBIT "C"

AMENDED AND RESTATED

BYLAWS

OF

THE ESTATES OF ROYAL PALM BEACH
HOMEOWNERS' ASSOCIATION, INC.ARTICLE I
NAME AND LOCATION

Section 1. The name of this corporation is THE ESTATES OF ROYAL PALM BEACH HOMEOWNERS' ASSOCIATION, INC. (hereinafter the "Corporation").

Section 2. The principal place of business of the corporation is located at c/o NASA CONSTRUCTION, 307 LAKE AVENUE, LAKE WORTH, FLORIDA 33460, or such other place as the Board of Directors may from time to time determine.

ARTICLE II
INCORPORATION

The Corporation was duly incorporated under the name of Cypress Head Unit Two Subdivision Homeowners' Association, Inc., in the office of the Secretary of State of the State of Florida on the 29th day of August, 1994.

ARTICLE III
DEFINITIONS

The definitions and terms defined and used in the Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions of The Estates of Royal Palm Beach (hereinafter the "Declaration").

ARTICLE IV
MEMBERSHIP AND VOTING RIGHTS

Section 1. All Owners in The Estates of Royal Palm Beach (hereinafter "The Estates") shall be members of the Corporation. An Owner shall automatically be a member of the Corporation upon the recording in the Public Records of the County of the document evidencing the Owner's fee simple title to a Parcel.

Section 2. Voting Rights shall be based on the formula of one vote for each Parcel; provided however, anything to the contrary herein notwithstanding, that as long as the Declarant owns the

fee simple title of at least one Parcel, the Declarant shall be entitled to vote one hundred percent (100%) of the Voting Rights in The Estates. The Declarant may, at any time and in its sole discretion, voluntarily relinquish the right to vote one hundred percent of the Voting rights in The Estates, by a written instrument filed with the Secretary of the Association.

Section 3. The interest of any member in any part of the funds or assets of the Corporation cannot be conveyed, assigned, mortgaged, hypothecated or transferred in any manner except as an appurtenance to the Parcel owned by him or her.

Section 4. The term "Voting Representative" shall mean and refer to (i) the Owner of a Parcel if such Parcel is owned by one individual, (ii) any individual designated in a Certificate filed with the Secretary of the Corporation designating a voting member for such Parcel, or (iii) a duly designated proxy holder. Anything to the contrary herein notwithstanding, there shall only be one Voting Representative for each Parcel. Further, notwithstanding anything to the contrary herein, the Declarant shall be the sole and exclusive Voting Representative for so long as Declarant is entitled to vote one hundred percent (100%) of the Voting Rights in The Estates.

ARTICLE V MEETINGS OF MEMBERS

Section 1. The annual meeting of the members shall be held at 7:30 p.m., Eastern Standard Time, on the first Wednesday in December of each year at the principal office of the Corporation or at such other place in Palm Beach County, Florida as may be set forth in the notice of said meeting. If the date fixed for the annual meeting shall be a legal holiday in the place where the meeting is to be held, said meeting shall be held on the next succeeding business day thereafter. At such meeting the members shall elect directors to serve until the next annual meeting of the members or until their successors shall be duly elected and qualified and may conduct such other business as may be authorized to be transacted by the members (subject to Section 11 below).

Section 2. Special meetings of the members shall be held at such place, day and hour as may be set forth in the notice of said meeting and may be called by the President, or in his or her absence by the Vice President, or by a majority of the Board of Directors, or by at least ten percent (10%) of all of the Voting Representatives in The Estates. The business conducted at such special meeting shall be limited to that stated in the notice of meeting.

Section 3. Notice of the annual members' meeting stating the place, day, and hour of the meeting shall be given by the President, Vice President or Secretary. Such notice shall be given to each member not less than fourteen (14) days, nor more than sixty (60) days prior to the date set for such meeting, which notice shall be mailed (by first class mail if mailed less than 30 days before the meeting) or presented personally to each member within said time. If presented personally, receipt for such notice shall be signed by the member, indicating the date on which such notice was received by him or her. If mailed, such notice shall be deemed to be properly delivered when deposited in the United States mail, addressed to the member at his or her post

office address as it appears on the records of the Corporation (if such address does not appear on the records of the Corporation, the address shall be deemed to be the address of the member's Parcel), with postage thereon prepaid. Proof of such mailing shall be given by the affidavit of the person giving the notice. Any member may, by a written statement signed by such member, waive such notice, and such waiver, when filed in the records of the Corporation, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of proper notice to such member. The date on which notice of the annual members' meeting is mailed (or personally delivered) shall be the record date for determining which members are entitled to receive notice of, and to vote at, the annual members' meeting. This determination of members shall apply to any adjournment thereof, unless the Board of Directors fixes a new record date for the adjourned meeting.

Section 4. The President, or in the President's absence the Vice President, shall preside at all annual or special meetings of the membership. In the absence of both persons, the Board of Directors shall select a chairman.

Section 5. A quorum for members' meetings shall consist of a majority of the total Voting Rights in The Estates represented in person or by proxy. The acts approved by the affirmative consent of a majority of the Voting Rights present at a meeting at which a quorum is present shall constitute the acts of the members, except where approval by a greater number of Voting Rights is required by the Declaration, the Articles of Incorporation, these Bylaws, or Florida law. After a quorum has been established at a members' meeting, the subsequent withdrawal of Voting Rights so as to reduce the number of Voting Rights at the meeting below the number required for a quorum, shall not affect the validity of any action taken at the meeting or any adjournment thereof.

The execution by any member of a copy of the minutes shall constitute the presence of such member for the purpose of determining a quorum and for the further purpose of validating all of the actions taken at such meeting, unless otherwise prohibited under Florida law.

Section 6. Votes may be cast in person or by proxy. All votes and proxies shall be in writing, and proxies shall be filed with the Secretary no later than twenty-four (24) hours prior to the time of the meeting and entered of record in the minutes of said meeting. No proxy shall be valid unless the same specifically sets forth the name of the member voting by proxy, the name of the person authorized to vote the proxy, and the date the proxy was given, and is executed by all Owners of the subject Parcel. If a proxy expressly provides, any proxy holder may appoint, in writing, a substitute to act in his or her place; a substitution is not authorized if such provision is not made. Each proxy shall contain the date, time and place of the meeting for which the proxy is given, and shall be valid only for that meeting and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than eleven (11) months after the date of its execution unless otherwise provided in the proxy. Each proxy shall be revocable at any time at the pleasure of the Owner(s) executing it (subject to §617.0721, Fla. Stats.); however, in order for such revocation to be effective, written notice thereof shall be given to the Secretary of the Corporation.

Section 7. Annual or special meetings of the members may be held at any time or place without notice with the written consent of all Voting Representatives, and may also be held at any time or place without notice in an emergency situation.

Section 8. The Secretary of the Corporation may require of any member a written statement designating the Voting Representative authorized to cast the vote allocated to any Parcel. Such certificate shall be valid until revoked by a subsequent certificate, which revocation shall be in writing and shall be delivered to the Secretary of the Corporation. Unless said certificate, when so requested by the Secretary, is filed with the Secretary of the Corporation at least twenty-four (24) hours prior to the meeting in which said vote is to be cast, the vote attributable to the subject Parcel shall not be considered for the purpose of determining a quorum or for any other purpose.

Section 9. The order of business at all meetings of the members of the Corporation, where applicable, shall be as follows:

- a. Election of chairman of the meeting, if required.
- b. Call of the roll and certifying of a quorum.
- c. Proof of notice of meeting or waiver of notice.
- d. Reading or waiver of reading of any unapproved minutes.
- e. Reports of officers.
- f. Reports of committees.
- g. Election of inspectors of election.
- h. Election of directors.
- i. Unfinished business.
- j. New business.
- k. Adjournment.

Section 10. Any statutory right to waive notice of a members' meeting or to take action without a meeting shall be permitted under these Bylaws.

Section 11. PROVISIO: The terms and provisions herein are subject to Declarant's right to vote one hundred percent (100%) of the Voting Rights in the Corporation as long as the Declarant owns fee simple title of at least one Parcel.

ARTICLE VI DIRECTORS

Section 1. The business affairs of the Corporation shall be managed by a Board of Directors who shall be elected by the member(s). Said Board of Directors shall consist of at least three (3) and not more than seven (7) persons of legal age. Except as otherwise specifically provided herein, a Board member need not be a member of the Corporation.

Section 2. The original members of the Board of Directors shall be those persons set forth in the Articles of Incorporation. Directors shall be elected annually by the members at the annual members' meeting, and such directors shall serve until their successors are duly elected and qualified, or until they are removed in the manner elsewhere provided, or until they resign, whichever first occurs. The procedure for electing directors by the member(s) shall be by written and sealed ballot and by a plurality of the votes cast, each person voting being entitled to cast his or her vote(s) for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

Section 3. In the event of a vacancy occurring in the Board of Directors for any reason whatsoever, the remaining directors shall elect a person to serve as a director for the unexpired portion of the term of the former director. In the event that there are no remaining members of the Board of Directors, the vacancies shall be filled by persons elected by the Members of the Association at a special meeting of the members called for that purpose. Notwithstanding the foregoing, in the event of the death, incapacity, resignation, removal or other inability to serve of a director appointed by the Declarant, the Declarant shall have the exclusive right to appoint a person to serve as a director for the unexpired portion of the term of the former director.

Section 4. A director may be removed from office, with or without cause, by the affirmative vote of at least two-thirds (2/3) of all of the Voting Rights in The Estates, at a special meeting of the members called for that purpose. Notwithstanding the foregoing, the Declarant shall have the exclusive right to remove from office any director who was appointed by the Declarant, which right the Declarant may exercise at any time, with or without cause.

Section 5. No compensation shall be paid to Directors for their services as Directors, provided that nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefor. In this case, however, said compensation must be approved in advance by the Board of Directors and the Director to receive said compensation shall not be permitted to vote on said compensation. The Directors shall have the right to set and pay all salaries or compensation to be paid to officers, employees, agents or attorneys for services rendered to the Corporation.

Section 6. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order to legally constitute such meeting provided that a majority of the whole board shall be present.

Section 7. 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 Board of Directors. Notice of regular meetings of the Board of Directors 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.

The Directors may establish a schedule of regular meetings and no notice shall be required to be given to Directors as to such regular meetings once said schedule has been adopted and delivered to all Directors.

Section 8. Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice upon the written request of at least two (2) members of the Board of Directors.

Section 9. Before, at, or after any meeting of the Board of Directors, said Directors may, in writing, waive notice of said meeting and such waiver shall be deemed equivalent to the giving of proper notice. Attendance by a Director at any meeting of the Board shall be a waiver of any lack of notice thereof.

Section 10. At all meetings of the Board of Directors, a majority of the Board of Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors, except where approval by a greater number of Directors is required by the Declaration, the Articles of Incorporation, or these Bylaws. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present shall be able to adjourn the meeting from time to time. The President of the Corporation, or in his absence the Vice President, or, in the absence of both, any Director designated by the Directors, shall act as Chairman of the Board of Directors, and he shall be entitled to vote as a member of the Board of Directors on all questions arising before the Board of Directors.

Section 11. The order of business at a Directors' meeting, if applicable, shall be:

- a. Election of Chairman of the meeting, if required
- b. Calling of the roll.
- c. Proof of due notice of meeting.
- d. Reading and disposal of any unapproved minutes.
- e. Reports of officers and committees.
- f. Election of officers.
- g. Unfinished business.
- h. New business.
- i. Adjournment.

Section 12. All of the powers and duties of the Corporation existing under the Declaration, the Articles of Incorporation and these Bylaws shall be exercised exclusively by the Board of Directors or its managing agents, subject only to approval by members of the Corporation when such is specifically required. The Board of Directors shall have all the powers vested under common law and under Chapters 617 and 607 (to the extent applicable), Florida Statutes, together

with any powers granted to it pursuant to the terms of these Bylaws, the Articles of Incorporation of the Corporation, and the Declaration. Such powers shall include but not be limited to the power:

- a. To manage, operate, and administer this Corporation and its interests.
- b. To make and collect assessments from members for the purposes of carrying out the Corporation's obligations and duties.
- c. To maintain, construct, improve, repair and replace the Corporation's property and interests, or the property for which the Corporation has such responsibility.
- d. To hire and dismiss any personnel regarding the maintenance, operation, and administration of the Corporation's property and its interests, or the property for which the Corporation has such responsibility.
- e. To make, amend, and publish rules and regulations respecting the use, operation and maintenance of the Property, and establish and impose penalties and sanctions for any infractions thereof.
- f. To carry and pay the premium for such insurance as may be required for the protection of the Corporation and the members thereof against any casualty or any liability.
- g. To employ a management firm at a compensation established by the Board of Directors and to delegate to such management firm such powers and duties as the Board shall authorize except those as are specifically required to be exercised by the Board of Directors or the membership.
- h. To enforce and exercise by legal means the provisions of the Declaration, these Bylaws, the Articles of Incorporation of this Corporation, and the rules and regulations of the Corporation.
- i. To pay any taxes or special assessments on any lands owned by the Corporation.
- j. To grant easements to any person or entity with respect to properties owned by the Corporation, and to convey or lease properties (realty and personalty) owned by the Corporation.

Section 13. Any statutory right to waive notice of a Board of Directors meeting or to take action without a meeting shall be permitted under these Bylaws.

Section 14. PROVISIO: The terms and provisions herein are subject to Declarant's right to vote one hundred percent (100%) of the Voting Rights in The Estates as long as the Declarant owns the fee simple title of at least one Parcel.

ARTICLE VII
OFFICERS

Section 1. The principal officers of the Corporation shall be a President who shall be a Director, a Vice President who shall be a Director, a Secretary, and a Treasurer, all of whom shall be elected by the Board of Directors. The Directors may appoint assistant treasurers and assistant secretaries and such other officers as in their judgment may be necessary. Any two or more offices may be held by the same person.

Section 2. The officers of the Corporation shall be elected annually by the Board of Directors at the annual meeting of the Board of Directors and shall hold office until their successors shall be duly elected and qualified, or until they are removed, or until they resign, whichever first occurs.

Section 3. By an affirmative vote of the majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his or her successor elected by an affirmative vote of the majority of the Board of Directors at any regular meeting of the Board of Directors or at any special meeting of the Board called for such purpose.

Section 4. The President shall be the chief executive officer of the Corporation. He or she shall preside at all meetings of the members and of the Board of Directors. He or she shall have all of the general powers and duties which are usually vested in the office of President of a corporation including, but not limited to, the power of appointing committees among the members from time to time as he or she may deem appropriate to assist in the conduct of the affairs of the Corporation.

Section 5. The Vice President shall perform all the duties of the President in the President's absence and shall assist the President and exercise such other duties as may be required from time to time by the Board of Directors.

Section 6. The Secretary shall process all membership applications, issue notices of all Board of Directors' meetings and meetings of the membership and shall attend and keep minutes of the same; he or she shall have charge of all corporate books, records and papers, except those of the Treasurer; he or she shall be custodian of the corporate seal; the Secretary shall have the authority to attest, with his or her signature and press of the Corporation seal, all contracts or other documents required to be signed on behalf of the Corporation and shall perform all other such duties as are incident to the office of Secretary. The duties of the assistant secretary shall be the same as those of the Secretary in the absence of the Secretary.

Section 7. The Treasurer shall have the responsibility for Corporation funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Corporation. He or she shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Corporation in such depositories as

may from time to time be designated by the Board of Directors. The duties of the Assistant Treasurer shall be the same as those of the Treasurer in the absence of the Treasurer.

Section 8. Any vacancy in the office of President, Vice President, Treasurer or Assistant Treasurer, Secretary or Assistant Secretary, or any other office, may be filled by the Board of Directors who may elect a successor to the vacant office at any regular or special meeting, and such successor shall hold office for the balance of the unexpired term.

Section 9. The compensation of all officers and employees of the Corporation shall be fixed by the Directors.

ARTICLE VIII FINANCE

Section 1. The funds of the Corporation shall be deposited in such banks or depositories as may be determined by the Board of Directors, from time to time, upon resolutions approved by the Board of Directors, and shall be withdrawn only upon checks and demands for monies signed by such officer or officers of the Corporation as may be designated by the Board of Directors.

Section 2. The fiscal year of the Corporation shall begin on the first day of January of each year; provided, however, that the Board of Directors is expressly authorized to change to a different fiscal year at such time as the Board of Directors deem advisable.

Section 3. A financial report of the accounts of the Corporation shall be made annually and a copy of the report shall be furnished to each member not later than June 1st of the year following the year for which the report is made.

Section 4. The Board of Directors of the Corporation shall maintain an assessment roll in a set of accounting books in which there shall be an account for each Parcel. Each account shall designate the name and address of the member(s), the amount of each assessment against the member(s), the dates and amounts in which the assessments become due, the amounts paid upon the account, and the balance due upon the assessments. The Board of Directors shall issue, or cause to be issued, upon demand by a member, a certificate representing the status of assessments pertaining to said member. A reasonable charge may be made by the Board of Directors for the issuance of said certificate.

Regular Assessments against the members shall be made for the fiscal year annually in advance on or before the 20th day of the month preceding the first month of the fiscal year for which the assessments are made, or on a monthly, quarterly, or semiannual basis, whichever is deemed appropriate by the Board of Directors for a particular year. Such assessments shall be due and payable as directed by the Board of Directors. If an annual budget is not made as required, the assessment(s) shall be presumed to be in the same amount(s) as the last prior fiscal year until changed by an amended assessment.

Section 5. The Board of Directors shall adopt an annual budget on or before December 15th each year for the following calendar year, which budget shall be detailed and shall show the amounts budgeted by accounts and expense classifications, and shall contain estimates of the cost of operating and maintaining the Corporation.

Written notice of the time and place of the Board of Directors meeting when the annual budget is to be considered for adoption, together with a copy of the proposed budget, shall be mailed to each member not less than thirty (30) days prior to such meeting. Such Board of Directors' meeting, and all other Board of Directors' meetings, shall be open to the members.

Section 6. The Board of Directors may require that a fidelity bond be obtained for all officers and employees of the Corporation handling or responsible for Corporation funds. The amount of such bond shall be determined by the Board of Directors and the premium on such bond shall be paid by the Corporation as an item of general expense.

Section 7. All assessments paid by members of the Corporation shall be utilized by the Corporation for the purposes enumerated in the Declaration, the Articles of Incorporation and/or these Bylaws.

Section 8. Termination of membership in the Corporation shall not relieve or release any such former member from any liabilities or obligations incurred under or in any way connected with the Corporation during the period of his or her membership, or impair any rights or remedies which the Corporation may have against such former member arising out of, or in any way connected with, such membership and the covenants and obligations incident thereto.

ARTICLE IX INDEMNIFICATION

Section 1. The Corporation shall indemnify and hold harmless any Director or Officer of the Corporation, and/or any member of any committee created or arising under these Bylaws, the Articles of Incorporation or the Declaration ("corporate committee"), collectively referred to herein as the "Indemnities" and individually referred to herein as an "Indemnitee," made a party or threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding as follows. This indemnification shall extend to any action of a judicial, administrative, criminal, or investigative nature (including, but not limited to, any action by the Corporation), brought by or against an Indemnitee, based on an act, or acts, alleged to have been committed by such Indemnitee, in his or her capacity as an Officer, Director or member of a corporate committee. In any such action, the Corporation shall indemnify and hold the Indemnitee harmless from and against judgments, losses, liabilities, costs, fines, amounts paid in settlement, and reasonable expenses, including, but not limited to, attorneys' fees, actually incurred by the Indemnitee as a result of such action, suit, or proceeding or any appeal therein, provided such Indemnitee did not act with gross negligence or willful misconduct. The termination of any such action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo

contendere or its equivalent shall not, in itself, create a presumption that any such Indemnitee acted with gross negligence or willful misconduct.

Section 2. Indemnification as provided in this Article shall continue as to a person who has ceased to be a Director, Officer, or member of a corporate committee, and shall inure to the benefit of the heirs, executors, and administrators of such Indemnitee. References herein to Directors, Officers and members of a corporate committee, shall include not only current Directors, Officers, and members of a corporate committee, but former Directors, former Officers, and former members of a corporate committee as well.

Section 3. The Corporation shall have the power to purchase and maintain insurance on behalf of any person who is a Director or Officer of the Corporation, or a member of a corporate committee, against any liability asserted against the Director or Officer and incurred by such Director or Officer in any such capacity or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify him or her against such liability under the provisions of this Article.

Section 4. The aforementioned rights shall be in addition to, and not exclusive of, all other rights to which such Director, Officer, or member of a corporate committee may be entitled under Florida law. In particular, the Corporation shall also indemnify (and advance costs to) the Indemnitees to the full extent allowed under any applicable statute (including, but not limited to, §617.0831, Fla. Stats.).

ARTICLE X RULES AND REGULATIONS

The Board of Directors shall have the authority to adopt reasonable rules and regulations governing the use, operation and maintenance of the Property, subject to Declarant's prior written approval. Such Rules and Regulations shall not be in conflict with the terms of the Declaration. Copies of the Rules and Regulations shall be delivered to an Owner upon written request by the Owner to the Association.

ARTICLE XI REGISTERS AND SEAL

Section 1. The Secretary of the Corporation shall maintain a register in the Corporation office showing the names and addresses of members. It shall be the obligation of the individual members to advise the Secretary of the Corporation of any change of address or of any change of ownership. The Corporation, for purposes of notification, shall have the right to rely upon the last given address of each of the members as set forth in said register.

Section 2. The seal of the Corporation shall have inscribed thereon the name of the Corporation, the word "Florida," the year of the Corporation's formation, and the words

"corporation not for profit." Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, or otherwise reproduced.

ARTICLE XII AMENDMENTS

Section 1. These Bylaws may be amended upon:

- a. the affirmative consent of at least two-thirds (2/3) of the Board of Directors and of at least a majority of all of the Voting Rights in The Estates; or
- b. the affirmative consent of at least two-thirds (2/3) of all of the Voting Rights in The Estates.

Section 2. These Bylaws may be amended by the affirmative vote of a majority of the Board of Directors as necessary to conform the Bylaws to the requirements of Sections 617.301 - 617.306, Florida Statutes (1993) upon the occurrence of one or more of the following events;

- a. The Regular Assessment together with any Special Assessments exceed \$150 per Parcel in any fiscal year;
- b. The Declarant transfers control of the Corporation to Parcel owners other than the Declarant; or
- c. The Corporation otherwise becomes subject to the requirements of Sections 617.301 - 617.306, Florida Statutes (1993).

Section 3. The Amendment shall be recorded in the Public Records of Palm Beach County.

THE FOREGOING WERE DULY APPROVED AS THE BYLAWS OF THE ESTATES OF ROYAL PALM BEACH HOMEOWNERS' ASSOCIATION, INC., A FLORIDA CORPORATION NOT-FOR-PROFIT, AT THE FIRST MEETING OF THE BOARD OF DIRECTORS.

By: 
PETER L. BRETON, VICE PRESIDENT

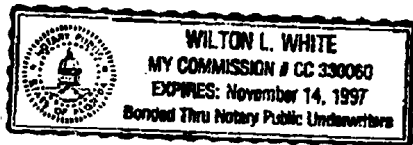
(CORPORATE SEAL)

STATE OF FLORIDA)

ORB 10121 Pg 1522
DOROTHY H. WILKEN, CLERK PB COUNTY, FL

COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 27th day of March, 1997, by PETER L. BRETON, as Vice President of THE ESTATES OF ROYAL PALM BEACH HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation, and ☒ he is personally known to me, OR has produced as identification.



(NOTARY STAMP)

Notary Name: Wilton L. White
Notary Public
Serial (Commission) Number
(if any)

Aug-26-1998 09:35am 98-332080
ORB 10601 Pg 1525

**FIRST AMENDMENT TO
AMENDED AND RESTATED
DECLARATION OF PROTECTIVE COVENANTS
OF
THE ESTATES OF ROYAL PALM BEACH**

NOW, THEREFORE, for good and valuable consideration, Declarant for itself and its successors and assigns, does hereby submit and subject the Additional Land to the terms of the Declaration. The Additional Land shall be deemed to be a part of the Property and the future owners of the Additional Land shall be entitled to enforce the terms of the Declaration, and shall likewise be subject to the terms hereof, as though all of the Additional Land were submitted and subjected to the terms of the Declaration when the Declaration was originally recorded.

This Amendment shall become effective upon its recordation in the Public Records of Palm Beach County.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be duly executed this 24 day of August, 1998.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

URBANDALE ROYAL P.B., INC.,
a Florida corporation

(1) Stephen Orocki
(Typed or Printed Name)

By: S. Lyon Sachs
S. LYON SACHS, PRESIDENT

(2) Lori Orocki
(Typed or Printed Name)

(CORPORATE SEAL)

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 24 day of August, 1998, by S. LYON SACHS, as President of Urbandale Royal P.B., Inc., a Florida corporation, on behalf of the corporation, and

___ he/she is personally known to me. OR

___ has produced _____ as identification.

(NOTARY STAMP)



RUBY DEAN JOHNSON
MY COMMISSION # GC487330 EXPIRES
August 9, 1998
BONDED THRU TROY FARM INSURANCE, INC.

Ruby Dean Johnson
Notary Name: Ruby Dean Johnson
Notary Public
Serial (Commission) Number
(if any) ..

EXHIBIT "A"

Legal Description of Additional Lands

The Estates of Royal Palm Beach, according to the plat thereof as recorded in Plat Book 82, Pages 42 through 44, of the Public Records of Palm Beach County, Florida,

LESS AND EXCEPT:

Lot 24, Block 1; Lot 25, Block 1; Lot 28, Block 1; Lot 29, Block 1; Lot 41, Block 3; Lot 43, Block 3; and Lot 45, Block 3; all of The Estates of Royal Palm Beach, according to the plat thereof as recorded in Plat Book 82, Pages 42 through 44, of the Public Records of Palm Beach County, Florida.

PREPARED BY/RETURN TO:

Moyle, Flanigan, Katz,
Kolins, Raymond & Sheehan, P.A.
Peter L. Breton, Esq.
P.O. Box 3888
West Palm Beach, FL 33402

____ [Space above this line for recording data.] _____

**SECOND AMENDMENT TO
AMENDED AND RESTATED
DECLARATION OF PROTECTIVE COVENANTS
OF
THE ESTATES OF ROYAL PALM BEACH**

WHEREAS, URBANDALE ROYAL P.B., INC., a Florida Corporation (hereinafter "Declarant"), owns certain lands located in Palm Beach County, Florida, described on Exhibit "A" hereto, which lands constitute the "Additional Property" (more particularly described below) as of the date hereof, and

WHEREAS, Declarant is the Declarant pursuant to that certain Amended and Restated Declaration of Protective Covenants of The Estates of Royal Palm Beach, recorded in Official Records Book 10121, Page 1449, Public Records of Palm Beach County, Florida (the "Declaration");

WHEREAS, Article XI of the Declaration provides that Declarant may submit and subject additional land to the terms of the Declaration without the joinder, ratification or approval of the Association, any Owner, or any lienholder.

NOW, THEREFORE, for good and valuable consideration, Declarant for itself and its successors and assigns, does hereby submit and subject the Additional Land to the terms of the Declaration. The Additional Land shall be deemed to be a part of the Property and the future owners of the Additional Land shall be entitled to enforce the terms of the Declaration, and shall likewise be subject to the terms hereof, as though all of the Additional Land were submitted and subjected to the terms of the Declaration when the Declaration was originally recorded.

This Amendment shall become effective upon its recordation in the Public Records of Palm Beach County.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be duly executed this 24th day of September, 1999.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

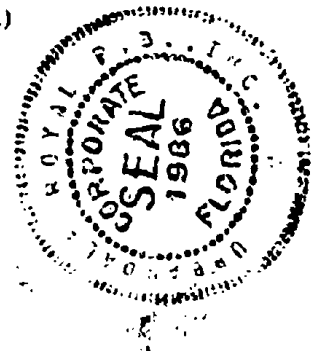
URBANDALE ROYAL P.B., INC.,
a Florida corporation

(1) *[Signature]*
LORI S. OTOCKI
(Typed or Printed Name)

By: *[Signature]*
S. LYON SACHS, PRESIDENT

(2) *[Signature]*
STEPHEN OTOCKI
(Typed or Printed Name)

(CORPORATE SEAL)



The foregoing instrument was acknowledged before me this 24 day of September, 1999, by S. LYON SACHS, as President of Urandale Royal P.B., Inc., a Florida corporation, on behalf of the corporation, and

☒ he/she is personally known to me, OR

 has produced as identification.

(NOTARY STAMP)

[Signature]
Notary Name: Ruby Dean Johnson
Notary Public
Serial (Commission) Number
(if any) .



Ruby Dean Johnson
MY COMMISSION # C0157394 EXPIRES
August 9, 2003
BONDED THRU TROY FARM INSURANCE, INC.

ORB 11366 Pg 1038
DOROTHY H. WILKEN, CLERK PB COUNTY, FL

EXHIBIT "A"

Legal Description of Additional Lands

The Estates of Royal Palm Beach Plat 2, according to the plat thereof as recorded in Plat Book 85, Pages 178, of the Public Records of Palm Beach County, Florida.

PREPARED BY/RETURN TO:

Moyle, Flanigan, Katz,
Kolins, Raymond & Sheehan, P.A.
Peter L. Breton, Esq.
P.O. Box 3888
West Palm Beach, FL 33402

[Space above this line for recording data.]

**THIRD AMENDMENT TO
AMENDED AND RESTATED
DECLARATION OF PROTECTIVE COVENANTS
OF
THE ESTATES OF ROYAL PALM BEACH**

WHEREAS, URBANDALE ROYAL P.B., INC., a Florida Corporation (hereinafter "Declarant"), owns certain lands located in Palm Beach County, Florida, described on Exhibit "A" hereto, which lands constitute the "Additional Property" (more particularly described below) as of the date hereof; and

WHEREAS, Declarant is the Declarant pursuant to that certain Amended and Restated Declaration of Protective Covenants of The Estates of Royal Palm Beach, recorded in Official Records Book 10121, Page 1449, Public Records of Palm Beach County, Florida (the "Declaration");

WHEREAS, Article XI of the Declaration provides that Declarant may submit and subject additional land to the terms of the Declaration without the joinder, ratification or approval of the Association, any Owner, or any lienholder.

NOW, THEREFORE, for good and valuable consideration, Declarant for itself and its successors and assigns, does hereby submit and subject the Additional Land to the terms of the Declaration. The Additional Land shall be deemed to be a part of the Property and the future owners of the Additional Land shall be entitled to enforce the terms of the Declaration, and shall likewise be subject to the terms hereof, as though all of the Additional Land were submitted and subjected to the terms of the Declaration when the Declaration was originally recorded.

This Amendment shall become effective upon its recordation in the Public Records of Palm Beach County.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be duly executed this 25th day of January, 2000.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

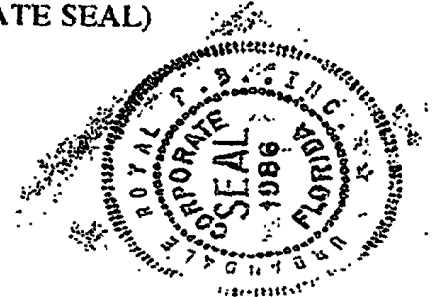
URBANDALE ROYAL P.B., INC.,
a Florida corporation

(1) *L.S. Otski*
LORI S. OTSKI
(Typed or Printed Name)

By: *S. Lyon Sachs*
S. LYON SACHS, PRESIDENT

(2) *Stephen Otski*
STEPHEN OTSKI
(Typed or Printed Name)

(CORPORATE SEAL)



STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 25 day of January, 2000, by S. LYON SACHS, as President of URBANDALE ROYAL P.B., Inc., a Florida corporation, on behalf of the corporation, and

☒ he is personally known to me, OR

_____ has produced _____ as identification.

(NOTARY STAMP)

Ruby Dean Johnson
Notary Name: Ruby Dean Johnson
Notary Public
Serial (Commission) Number
(if any) _____



Ruby Dean Johnson
MY COMMISSION # CC857394 EXPIRES
August 9, 2003
BONDED THROUGH TROY FAIR INSURANCE, INC.
G:\9357\29\Declaration 3rd Amend.wpd

EXHIBIT "A"

Legal Description of Additional Lands

The Estates of Royal Palm Beach Plat 3, according to the plat thereof as recorded in Plat Book 86, Pages 172-173, of the Public Records of Palm Beach County, Florida.

J

THE ESTATES OF ROYAL PALM BEACH

attached hereto (hereinafter the "Additional Land"); and

Beach County, Florida. (collectively the "Declaration");

of the Association, any Owner, or any lienholder.

Declaration and the future owners of the Additional Land shall be entitled to enforce the terms of

the Declaration, and shall likewise be subject to the terms thereof, as though all of the Additional Land were submitted and subjected to the terms of the Declaration when the Declaration was originally recorded.

This Amendment shall become effective upon its recordation in the Public Records of Palm Beach County, Florida.

IN WITNESS WHEREOF, the undersigned has caused this Amendment to be duly executed this 12 day of February, 2001.

Signed, Sealed and Delivered
in the presence of:

Lori S. Ostocki
(Printed Name) LORI S. OSTOCKI

URBANDALE ROYAL P.B., INC.,
a Florida corporation

By: S. Lyon Sachs
S. LYON SACHS, President

Randolph Johnson
(Printed Name) Randolph Johnson

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 12 day of February, 2001, by S. Lyon Sachs, as President of URBANDALE ROYAL P.B., INC., a Florida corporation, on behalf of the corporation. Such person is personally known to me, or has produced a Florida driver's license as identification and did not take an oath.

(NOTARIAL SEAL)

Ruby Dean Johnson
NOTARY PUBLIC
Printed Name of Notary: Ruby Dean Johnson
Commission No.: CC857394
Commission Expiration: August 9, 2003

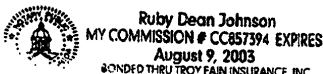


EXHIBIT "A"

Legal Description of Additional Land

The Estates of Royal Palm Beach Plat 4, according to the plat thereof as recorded in Plat Book 89, Pages 128 through 130, of the Public Records of Palm Beach County, Florida.

Sachs\urbandaleroyalpbinc4thamend

**Prepared by and Return to:
Drennen L. Whitmire, Jr., Esq.
Fleming, Haile & Shaw, P.A.
450 Royal Palm Way, Suite 600
Palm Beach, Florida 33480**

Jun-29-2001 01:35pm 01-278235
ORB 12689 Pg 885

**FIFTH AMENDMENT TO
AMENDED AND RESTATED
DECLARATION OF PROTECTIVE COVENANTS
OF
THE ESTATES OF ROYAL PALM BEACH**

WHEREAS, Urbandale Royal P.B., Inc., a Florida corporation (hereinafter the "Declarant"), is the owner of certain lands located in Palm Beach County, Florida as described on Exhibit "A" attached hereto (hereinafter the "Additional Land"); and

WHEREAS, the Declarant is the Declarant pursuant to that certain Amended and Restated Declaration of Protective Covenants of The Estates of Royal Palm Beach, recorded in Official Records Book 10121, Page 1449 of the Public Records of Palm Beach County, Florida as amended by Amendments recorded in Official Records Book 10601, Page 1525, Official Records Book 11366, Page 1036, Official Records Book 11579, Page 230, and Official Records Book 12315, Page 155, all of the Public Records of Palm Beach County, Florida. (collectively the "Declaration");

WHEREAS, Article XI of the Declaration provides that the Declarant may submit and subject additional land to the terms of the Declaration without the joinder, ratification or approval of the Association, any Owner, or any lienholder.

NOW, THEREFORE, for good and valuable consideration, Declarant, for itself and its successors and assigns, does hereby submit and subject the Additional Land to the terms of the Declaration. The Additional Land shall be deemed to be a part of the Property as defined in the Declaration and the future owners of the Additional Land shall be entitled to enforce the terms of

ORB 12689 Pg 886

the Declaration, and shall likewise be subject to the terms thereof, as though all of the Additional Land were submitted and subjected to the terms of the Declaration when the Declaration was originally recorded.

This Amendment shall become effective upon its recordation in the Public Records of Palm Beach County, Florida.

IN WITNESS WHEREOF, the undersigned has caused this Amendment to be duly executed this 28 day of June, 2001.

Signed, Sealed and Delivered
in the presence of:

[Signature]
(Printed Name) LORI S. OTOCKI

URBANDALE ROYAL P.B., INC.,
a Florida corporation

By: [Signature]
S. Lyon Sachs, President

[Signature]
(Printed Name) STEPHEN OTOCKI

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 28th day of June, 2001, by S. Lyon Sachs, as President of URBANDALE ROYAL P.B., INC., a Florida corporation, on behalf of the corporation. Such person is personally known to me, or has produced a Florida driver's license as identification and did not take an oath.

(NOTARIAL SEAL)

[Signature]
NOTARY PUBLIC
Printed Name of Notary: Ruby Dean Johnson
Commission No.: CC 857394
Commission Expiration: 8-9-03



Ruby Dean Johnson
MY COMMISSION # CC857394 EXPIRES
August 9, 2003
BONDED THRU TROY FAIR INSURANCE, INC.

ORB 12689 Pg 887
DOROTHY H. WILKEN, CLERK PB COUNTY, FL

EXHIBIT "A"

Legal Description of Additional Land

The Estates of Royal Palm Beach Plat 5, according to the plat thereof as recorded in Plat Book 90, Pages 126 through 128, of the Public Records of Palm Beach County, Florida.

Sachs'urbandeleroyalpbinc5thamend

Prepared by and Return to:
Drennen L. Whitmire, Jr., Esq.
Fleming, Haile & Shaw, P.A.
450 Royal Palm Way, Suite 600
Palm Beach, Florida 33480

**SIXTH AMENDMENT TO
AMENDED AND RESTATED
DECLARATION OF PROTECTIVE COVENANTS
OF
THE ESTATES OF ROYAL PALM BEACH**

WHEREAS, URBANDALE ROYAL P.B., INC., a Florida corporation (hereinafter the "Declarant"), is the owner of certain lands located in Palm Beach County, Florida as described on Exhibit "A" attached hereto (hereinafter the "Additional Land"); and

WHEREAS, the Declarant is the Declarant pursuant to that certain Amended and Restated Declaration of Protective Covenants of The Estates of Royal Palm Beach, recorded in Official Records Book 10121, Page 1449 of the Public Records of Palm Beach County, Florida (the "Declaration");

WHEREAS, Article XI of the Declaration provides that the Declarant may submit and subject additional land to the terms of the Declaration without the joinder, ratification or approval of the Association, any Owner, or any lienholder.

NOW, THEREFORE, for good and valuable consideration, Declarant, for itself and its successors and assigns, does hereby submit and subject the Additional Land to the terms of the Declaration. The Additional Land shall be deemed to be a part of the Property as defined in the Declaration and the future owners of the Additional Land shall be entitled to enforce the terms of the Declaration, and shall likewise be subject to the terms thereof, as though all of the Additional Land were submitted and subjected to the terms of the Declaration when the Declaration was

originally recorded.

This Amendment shall become effective upon its recordation in the Public Records of Palm Beach County, Florida.

IN WITNESS WHEREOF, the undersigned has caused this Amendment to be duly executed this 19th day of February, 2002.

Signed, Sealed and Delivered
in the presence of:

Stephen Otsuki
(Printed Name) STEPHEN OTSUKI

URBANDALE ROYAL P.B., INC.,
a Florida corporation

By: *S. Lyon Sachs*
S. Lyon Sachs, President

Randolph Johnson
(Printed Name) Randolph Johnson

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 19th day of February, 2002, by S. Lyon Sachs, as President of URBANDALE ROYAL P.B., INC., a Florida corporation, on behalf of the corporation. Such person is personally known to me, or has produced a Florida driver's license as identification and did not take an oath.



Ruby Dean Johnson
MY COMMISSION # CC857394 EXPIRES
August 9, 2003
BONDED THRU TROY PAUL INSURANCE INC.

(NOTARIAL SEAL)

Ruby Dean Johnson
NOTARY PUBLIC
Printed Name of Notary: Ruby Dean Johnson
Commission No.: CC857394
Commission Expiration: August 9, 2003

EXHIBIT "A"

Legal Description of Additional Land

The Estates of Royal Palm Beach Plat 6, according to the plat thereof as recorded in Plat Book 93, Page 71, of the Public Records of Palm Beach County, Florida.

Sachsturbandaleroyalpbinc'amendplat6.wpd

Prepared by and Return to:
Drennen L. Whitmire, Jr., Esq.
Haile, Shaw & Pfaffenberger, P.A.
450 Royal Palm Way, Suite 600
Palm Beach, Florida 33480

07/24/2002 15:53:01 20020302676
DR BK 13956 PG 0843
Palm Beach County, Florida

**SEVENTH
AMENDMENT TO
AMENDED AND RESTATED
DECLARATION OF PROTECTIVE COVENANTS
OF
THE ESTATES OF ROYAL PALM BEACH**

WHEREAS, URBANDALE ROYAL P.B., INC., a Florida corporation, is the Declarant pursuant to that certain Amended and Restated Declaration of Protective Covenants of the Estates of Royal Palm Beach, recorded in Official Records Book 10121, Page 1449, of the Public Records of Palm Beach County, Florida (the "Declaration"); and

WHEREAS, Article XIII of the Declaration provides that any of the terms and provisions in the Declaration may be amended or deleted, and/or new terms and provisions may be created by an Amendment to the Declaration approved by the affirmative consent of two-thirds of the Voting Rights in The Estates of Royal Palm Beach; and

WHEREAS, Article I, Subsection W of the Declaration provides that the Declarant shall be entitled to vote one hundred percent (100%) of the Voting Rights in The Estates of Royal Palm Beach so long as Declarant shall own the fee simple title to any Parcel within The Estates of Royal Palm Beach; and

WHEREAS, Declarant is the owner in fee simple of a Parcel within The Estates of Royal Palm Beach.

NOW, THEREFORE, for good and valuable consideration, Declarant, for itself and its successors and assigns, does hereby amend the Declaration as follows:

Item 1: Article IV, Section 4.5 shall be modified to read as follows:

Section 4.5 Trash and Garbage. All garbage and trash containers and bottled gas tanks shall be located at the side or rear of the dwelling and shall be installed within a completely walled-in or landscaped area which is not visible from anywhere outside of the Parcel. Trash containers may be kept within the garage. No trash, refuse, garbage or other waste shall be placed outside for pickup until the evening before or the morning of the day on which garbage is to be collected and provided that such containers are thereafter removed in a timely fashion.

Item 2: Article IV, Section 4.10 Vehicles. (c) shall be modified to read as follows:

(c) The parking of motorcycles, vans (except "passenger" vans as defined below), golf carts, campers, recreational vehicles, motor homes, trailers, pickups (more than one-half (½) ton capacity), commercial vehicles (including, but not limited to, any vehicle displaying any form of lettering or design related to a business or a hobby, or any vehicle which has been altered to include ladders, racks, bins or other modifications related to a business or hobby), or similar vehicles rated more than one-half (½) ton are expressly prohibited within the Property, unless such vehicles are parked within a garage at all times. This provision shall not apply to vehicles making deliveries within the Property, or to vehicles being used in ongoing construction within the Property.

Item 3: Article IV, Section 4.10 Vehicles. (e) shall be modified to read as follows:

(e) All vehicles parked in the Property shall be in good condition and repair

and have a current vehicle registration.

Item 4: Article IV, Section 4.21 Improvements. (e) shall be modified to insert the following phrase in line 3 after the word "fence":

"swing set, flag, swimming pool, play equipment,"

Item 5: Article IV, Section 4.23 Restrictions of Lakes and Waterways shall be modified to read as follows:

Article IV, Section 4.23 Restrictions of Lakes and Waterways. The internal lake within the Property is part of the stormwater management system of The Estates of Royal Palm Beach. No person shall use any part or portion of the stormwater management system for in-water recreational purposes including without limitation, swimming, boating or fishing. No docks, piers, or floats of any type shall be erected, installed or utilized in any part or portion of the stormwater management system.

This Amendment shall become effective upon its recordation in the Public Records of Palm Beach County, Florida.

IN WITNESS WHEREOF, the undersigned has caused this Amendment to be duly executed

this 19~~46~~ day of February, 2002.

Signed, Sealed and Delivered
in the presence of:

XX XX
(Printed Name) STEPHEN OTOKI

Randolph Johnson
(Printed Name) Randolph Johnson

URBANDALE ROYAL P.B., INC.,
a Florida corporation

By: S. Lyon Sachs
S. Lyon Sachs, President

(CORPORATE SEAL)

(ACKNOWLEDGMENT ON FOLLOWING PAGE)

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 19th day of February, 2002, by S. Lyon Sachs, as President of URBANDALE ROYAL P.B., INC., a Florida corporation, on behalf of the corporation. Such person is personally known to me, or has produced a Florida driver's license as identification and did not take an oath.

(NOTARIAL SEAL)



Ruby Dean Johnson
MY COMMISSION # CC857394 EXPIRES
August 9, 2003
BONDED THRU TROY FAIR INSURANCE, INC.

Ruby Dean Johnson
NOTARY PUBLIC
Printed Name of Notary: Ruby Dean Johnson
Commission No.: CC857394
Commission Expiration: August 9, 2003

This Instrument prepared by
and to be returned to:
Louis Caplan, Esquire
Sachs, Sax & Klein, P.A.
P.O. Box 810037
Boca Raton, FL 33481-0037
(561) 994-4499

01/13/2004 15:23:27 20040028714
OR BK 16444 PG 1157
Palm Beach County, Florida
Dorothy H Wilken, Clerk of Court

**CERTIFICATE OF AMENDMENT
TO THE
AMENDED AND RESTATED BYLAWS OF
THE ESTATES OF ROYAL PALM BEACH HOMEOWNERS' ASSOCIATION, INC.**

I HEREBY CERTIFY that the amendment attached as Exhibit "A" to this Certificate was duly adopted as an amendment to the Amended and Restated Bylaws of The Estates of Royal Palm Beach Homeowners' Association, Inc. The Amended and Restated Declaration of Protective Covenants of The Estates of Royal Palm Beach is recorded in Official Records Book 10121, at Page 1449, of the Public Records of Palm Beach County, Florida. The Amended and Restated Bylaws of The Estates of Royal Palm Beach Homeowners' Association, Inc., are recorded in Official Records Book 10121, at Page 1510, of the Public Records of Palm Beach County, Florida.

DATED this 29 day of December, 2003.

WITNESSES:

[Signature]
Signature
Mark Hoffman
Print Name

[Signature]
Signature
Lynne Hull
Print Name

THE ESTATES OF ROYAL PALM BEACH
HOMEOWNERS' ASSOCIATION, INC.

By: [Signature], President

By: [Signature], Secretary

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

The foregoing instrument was acknowledged before me this 29 day of December, 2003, by Paul Schofield, as President, and Barbara J. Isenberg as Secretary, of The Estates of Royal Palm Beach Homeowners' Association, Inc., who are Personally Known [] or Produced Identification [].

Type of Identification Produced: drivers license



Joan Kuskay
MY COMMISSION # CC78816 EXPIRES
November 24, 2004
BONDED THRU TROY FAIR INSURANCE, INC.

[Signature]
NOTARY PUBLIC, State of Florida at Large

EXHIBIT "A"

**AMENDMENT
TO THE AMENDED AND RESTATED BYLAWS
OF
THE ESTATES AT ROYAL PALM BEACH HOMEOWNERS' ASSOCIATION, INC.**

The Amended and Restated Declaration of Protective Covenants of The Estates of Royal Palm Beach is recorded in Official Record Book 10121, at Page 1449, in the Public Records of Palm Beach County, Florida. The Amended and Restated Bylaws of The Estates of Royal Palm Beach Homeowners' Association, Inc., are recorded in Official Record Book 10121, at Page 1510, of the Public Records of Palm Beach County, Florida.

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

Item 1. Article V, Section 1 of the Amended and Restated Bylaws shall be amended as follows:

Section 1. The Annual meeting of the members shall be held at ~~7:30 p.m., eastern standard time, on the first Wednesday in December of each year~~ such place, day and hour as will be set forth in the notice of said meeting and shall be held each year between November 15th and December 31st at the principle office of the corporation or at such other place in Palm Beach County, Florida as may be set forth in the notice of said meeting. If the date fixed for the annual meeting shall be a legal holiday in the place where the meeting is to be held, said meeting shall be held on the next succeeding business day thereafter. At such meeting, the members shall elect directors to serve until the next annual meeting of the members or until their successors shall be duly elected and qualified and may conduct such other business as may be authorized to be transacted by the members (subject to Section 11 below).

.....