

*See  
wall  
in  
enclosure*

1st AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS OF LANTANA PINES

THIS AMENDMENT, made on the date hereinafter set forth by LANTANA PINES, LTD., a Florida Limited Partnership, hereinafter referred to as "Declarant".

WHEREAS, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions of Lantana Pines, dated May 15, 1981 and recorded May 18, 1981 in Official Records Book 3524 at Page 84 of the Public Records of Palm Beach County, Florida; and

WHEREAS, Section 4 of Article X of said Declaration provides that said Declaration may be amended from time to time provided that the mortgagees holding two-thirds (2/3) of all institutional mortgages encumbering lots in Lantana Pines consent to such amendment and, provided further, that the Owners holding not less than three-fourths (3/4) of the voting interests of the membership of Lantana Pines Homeowners Association, Inc., execute the instrument evidencing such amendment; and

WHEREAS, the mortgagees holding two-thirds (2/3) of all institutional mortgages encumbering lots in Lantana Pines have consented to the amendment as hereinafter set forth, as evidenced by the joinder of such mortgagees in the execution of this instrument, and, Declarant shall execute this Amendment as the Owner holding not less than three-fourths (3/4) of the voting interests of the membership of Lantana Pines Homeowners Association, Inc.

NOW THEREFORE, that certain paragraph designated Section 3 of Article VII of the aforesaid Declaration is hereby cancelled and is of no further force and effect; and in lieu of said cancelled provisions, the following is substituted:

" Section 3. In the event it should become necessary or desirable to perform maintenance on a party wall or party roof or to rebuild or repair the whole or any part of either a party wall and/or party roof, such expense shall be shared equally by the respective Owners. Whenever any such party wall and/or party roof or any part thereof shall be rebuilt, it shall be erected in the same manner and at the same location where it shall initially be constructed, and shall be of the same size and of the same or similar materials and of like quality; provided that if such maintenance, repair or construction is brought about solely by the neglect or the willful misconduct of a particular Owner, any expense incidental thereto shall be borne solely by such wrongdoer. In the event that an Owner fails to main-

tain his, her, or their respective party wall or party roof in the manner required above, the Owner of the adjoining Townhome, or any bank, savings and loan association or other institutional lender which is the holder of a mortgage on the Townhome which the Owner has failed to maintain shall have the right to proceed in any appropriate court to seek compliance with the foregoing provisions; further, in the event that an Owner violates any of the provisions set forth herein, the Owner of the adjoining Townhome, or any bank, savings and loan association or other institutional lender which is the holder of a mortgage on the Townhome whose Owner has violated any of the foregoing provisions shall have the right to take such steps as may be necessary to remedy such violation, including, but not limited to, entry onto the subject Townhome with or without the consent of the Owner, at reasonable times and after reasonable notice to the Owner, for the purpose of performing any reasonable and necessary repairs and maintenance to the party wall and/or party roof, all at the expense of the Owner. If it becomes prudent or necessary for either the Owner of the adjoining Townhome, or any bank, savings and loan association or any other institutional lender which is the holder of a mortgage on the Townhome whose Owner has violated any of the provisions set forth herein to seek judicial permission or enforcement of any part hereof or rights hereunder, through an attorney, all costs and expenses of such proceeding, including a reasonable attorney's fee shall be paid by the nonprevailing party."

In all other respects, the aforementioned Declaration of Covenants Conditions and Restrictions of Lantana Pines, shall remain in full force and effect and the provisions of said Declaration are hereby ratified, confirmed and republished.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed this \_\_\_\_ day of \_\_\_\_\_, 1981.

Signed, sealed and delivered  
in the presence of:

LANTANA PINES, LTD.

Lantana Developers, Inc.  
A General Partner

BY: \_\_\_\_\_

The undersigned, as the Mortgagee holding two-thirds (2/3) of all institutional mortgages encumbering lots in Lantana Pines, does hereby consent to the foregoing Amendment to the Declaration of Covenants, Conditions and Restrictions of Lantana Pines.

BOCA RATON FEDERAL SAVINGS  
AND LOAN ASSOCIATION

BY: \_\_\_\_\_

Its Senior Vice President

*received copy on file with a then  
Homeowners Association official  
documents at 2700 Hospitality Avenue,  
signed July 22, 1981, recorded Aug. 3, 1981*

321 Royal Palmway Plaza  
P. O. Box 431  
Palm Beach, Florida 33480

AMENDMENT TO DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS OF  
LANTANA PINES

*as shown  
in enclosure*

THIS INSTRUMENT made this 4th day of December, 1981 by  
LANTANA PINES, LTD., a Florida Limited Partnership, hereinafter  
"Developer".

WITNESSETH, that

WHEREAS, Developer did on May 15, 1981, make a Declaration  
of Covenants, Conditions and Restrictions of Lantana Pines affect-  
ing the following described real property:

LANTANA PINES PLAT #1, Sportsman's Club P.U.D.,  
according to the Plat thereof recorded in Plat  
Book 41, Pages 44 & 45, Public Records of Palm  
Beach County, Florida.

and did record such Declaration on May 18, 1981 in Official Record  
Book 3524, page 0084, public records of Palm Beach County, Florida,  
and did amend such Declaration by instrument recorded in Official  
Record Book 3571, page 1684, public records of Palm Beach County,  
Florida, and

WHEREAS, the Declaration provides that it may be amended by  
the owners of not less than three-fourths of the voting interests  
of the membership with the consent of mortgagees holding two-thirds  
of the institutional mortgages placed upon the Lots, and

WHEREAS, the Developer wishes to further amend the Declaration  
and is the owner of more than three-fourths of the voting interests  
of the membership, and

WHEREAS, this amendment is approved by the holder of more than

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two-thirds of the institutional mortgages placed on the Lots as evidenced by their approval attached hereto,

NOW, THEREFORE, Article IX of the Declaration of Covenants, Conditions and Restrictions of Lantana Pines is amended by the addition of Sections 15, 16 and 17 as follows:

Section 15. Single Family Occupancy. No Unit may be occupied at any time by more than one family. ✓

Section 16. Leases. No Lot or Unit may be leased more than once in a twelve month period. No lease of a Lot or Unit shall be valid unless it is approved in writing by the Association and contains a provision binding the lessee to the observance of the terms, covenants and conditions of the Declaration as amended and providing that a violation thereof is a default under the lease.

Each Owner of a Lot or Unit, by virtue of accepting a deed therefor, appoints the Association his attorney-in-fact for the purpose of enforcing any provisions of a lease of the Lot or Unit including the bringing of an action for eviction under the Florida Landlord-Tenant Law. ✓

Any lease of a Lot or Unit which violates the provisions of this Declaration shall be null and void and shall be deemed to have caused irreparable harm to the members of the Association. Each Owner of a Lot or Unit hereby specifically grants to the Association the right to enforce the provisions of this Section by injunction.

Section 17. Interior Window Covering. The interior of the windows of a Unit shall not be covered, in a manner visible from the exterior of the Unit, by any material other than curtains, drapes, shades or shutters of at least ordinary residential quality.

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IN WITNESS WHEREOF, the undersigned, being the Developer  
herein, has hereunto set its hand and seal this 4th day of  
December, 1981.

Witnesses:

LANTANA PINES, LIMITED

*Valerie Buelocky*

Diane Estates, Inc.  
A General Partner

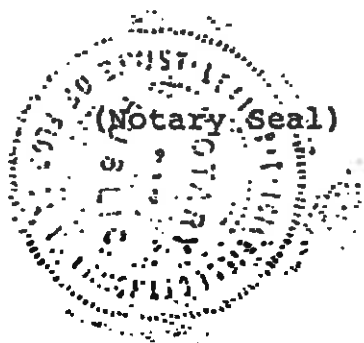
*[Signature]*

By *Louis J. Daniello*  
Louis J. Daniello, President

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

Before me, the undersigned officer duly authorized to administer  
oaths and take acknowledgments, personally appeared Louis J. Daniello,  
to me known and known to me to be the President of Diane Estates, and  
did acknowledge before me that he executed the foregoing instrument  
on behalf of the corporation.

WITNESS my hand and official seal this 4th day of December,  
1981.



*Valerie Patricia Buelocky*  
Notary Public, State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES MAR 23 1983  
LICENSED INSURANCE GENERAL INS UNDERWRITERS

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MORTGAGEE'S CONSENT

The undersigned institutions, being the holders of mortgages of record within Lantana Pines, do hereby acknowledge their consent to the foregoing amendment.

Witnesses:

Richard H. Schmidt  
Laura A. Cohen

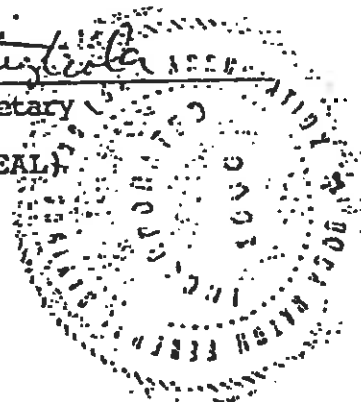
BOCA RATON FEDERAL SAVINGS & LOAN ASSOCIATION

By Arthur G. Martell  
Its Senior Vice President

Attest:

Martha M. Costigliola  
Its Assistant Secretary

(CORPORATE SEAL)



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

Before me, the undersigned officer duly authorized to administer oaths and take acknowledgments, personally appeared Arthur G. Martell and Martha M. Costigliola respectively, Sr. Vice President and Assistant Secretary of Boca Raton Federal Savings & Loan Association, to me well known and known to me to be said officers of said corporation, and did acknowledge before me that they executed the foregoing instrument on behalf of the corporation and affixed thereto the official seal of the corporation.

WITNESS my hand and official seal this 3 day of December 1981.

Theresa M. Fleming  
Notary Public, State of Florida

(Notary Seal)

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION # 1245 MAY 11 1983

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