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DECLARATION OF PROTECTIVE COVENANTS OF

LAKEFIELD WEST

NOTE:

This instrument is being re-recorded in order that the Declaration and the attached Articles of Incorporation and Bylaws may be recorded together. The Declaration was inadvertently previously recorded separately from the attached Articles of Incorporation and Bylaws.

DECLARATION OF PROTECTIVE COVENANTS
OF LAKEFIELD WEST

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EXHIBITS:

- Exhibit "A" - Legal Description of the Property
- Exhibit "B" - Articles of Incorporation
- Exhibit "C" - Bylaws
- Exhibit "1" - Residential Area 1 and Residential Area 2

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DECLARATION OF PROTECTIVE COVENANTS
OF LAKEFIELD WEST

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, COREPOINT CORP., a Florida Corporation, owns certain lands located in Palm Beach County, Florida, and ALAN ROBERTS CONSTRUCTION CO., a Florida Corporation, owns certain lands located in Palm Beach County, Florida, and AMBASSADOR HOMES OF LAKEFIELD, INC., a Florida Corporation, owns certain lands located in Palm Beach County, Florida, and AMBASSADOR HOMES OF WELLINGTON, INC., a Florida Corporation, owns certain lands located in Palm Beach County, all of which lands collectively constitute the "Property" (more particularly described below); and

WHEREAS, Corepoint Corp., Alan Roberts Construction, Co., Ambassador Homes of Lakefield, Inc., and Ambassador Homes of Wellington, Inc. desire 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, Corepoint Corp., Alan Roberts Construction Co., Ambassador Homes of Lakefield, Inc., and Ambassador Homes of Wellington, Inc., for themselves and their successors and assigns, do 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 Review Committee: The term "Architectural Review Committee" shall mean and refer to the Architectural Review Committee established under the Declaration of Protective Restrictions of Fourth Wellington, recorded in Official Records Book 6098, Page 1066, in the Public Records of the County. -

B. Articles of Incorporation: The term "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of the Association, a copy of which Articles are attached hereto as Exhibit "B," as may be amended from time to time.

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 Lakefield West Homeowners' Association, Inc., a Florida corporation not for profit.

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

F. Builder: The term "Builder" shall mean and refer to any Person that acquires directly from Corepoint the fee simple title to (i) at least 15 Parcels within the Property or (ii) land within the Property that is to be subsequently platted as 15 or more Parcels. 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 developing residential property. The Qualified Assignee may in turn assign some or all of such rights to another Qualified Assignee, who in turn may assign such rights to another Qualified Assignee, and so on.

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

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. County: The term "County" shall mean and refer to Palm Beach County.

K. Declarant: The term "Declarant" shall mean and refer exclusively to COREPOINT CORP., 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 of Protective Covenants of Lakefield West.

M. Fourth Wellington: The term "Fourth Wellington" shall mean and refer to those certain lands and improvements subject to the jurisdiction of the Master Association, which lands and improvements are a part of the Landings at Wellington, P.U.D. as more particularly discussed 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. An Institutional Mortgagee may include, but is not limited to, banks, savings and loan associations, insurance companies, union pension funds authorized to lend money in the State of Florida, an agency of the United States or any other governmental authority, a mortgage investment trust, a real estate investment trust, a mortgage company, or a lender generally recognized in South Florida as an institutional type lender. In addition, in the event that the Declarant is the mortgagee under a purchase money mortgage arising upon the sale of a Parcel, the Declarant shall be deemed to be an Institutional Mortgagee hereunder. In addition, Irvchild, Inc., a Florida Corporation, shall be deemed to be an Institutional Mortgagee hereunder.

O. Lakefield West: The term "Lakefield West" shall mean and refer to that certain residential community more particularly described in Article III herein.

P. Master Association: The term "Master Association" shall mean and refer to Fourth Wellington, Inc., a Florida Corporation Not For Profit, and its successors and assigns, which shall operate in accordance with the terms and provisions of the Master Association Documents.

Q. Master Association Documents: The term "Master Association Documents" shall mean and refer to the Articles of Incorporation of the Master Association, recorded in Official Records Book 3277, Page 417, in the Public Records of the County, together with all amendments thereto, the Bylaws of the Master Association, recorded in Official Records Book 3277, Page 431, in the Public Records of the County, together with all amendments thereto, the Declaration of Protective Restrictions of Fourth Wellington, recorded in Official Records Book 6098, Page 1066, in the Public Records of the County, together with all amendments thereto, and all other documents adopted by the Master Association governing the operation, administration, development or maintenance of Fourth Wellington.

R. Owner: The term "Owner" shall mean and refer to the record owner or owners of the fee simple title to a Parcel. 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.

S. 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.

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

U. Plat of Lakefield West: The term "Plat of Lakefield West" shall mean and collectively refer to Lakefield of the Landings at Wellington P.U.D.-Plat 3A, recorded in Plat Book 63,

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Pages 32 through 37, and Lakefield of the Landings at Wellington P.U.D.-Plat 3B, recorded in Plat Book 63, Pages 38 through 42, in the Public Records of the County, as same may be duly amended and/or replatted from time to time.

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

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

X. Residential Area 1: The term "Residential Area 1" shall mean and refer to that certain area described in Exhibit "1" annexed hereto and made a part hereof.

Y. Residential Area 2: The term "Residential Area 2" shall mean and refer to that certain area described in Exhibit "1" annexed hereto and made a part hereof.

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

AA. 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 only be one (1) Voting Representative for each Parcel.

BB. Voting Rights: The term "Voting Rights" shall mean and refer to the number of votes applicable to a Parcel. In Lakefield West, each Parcel shall be entitled to one (1) Voting Right; provided, however, that each Parcel owned in fee simple by Declarant shall be entitled to three (3) Voting Rights.

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 X herein, and at such time the additional lands will automatically become a part of the Property hereunder.

ARTICLE III

LAKEFIELD WEST AS PART OF FOURTH WELLINGTON

Section 3.1 Lakefield West. Lakefield West is a residential community described as the Property (as may be expanded by Declarant pursuant to the terms of this Declaration), within Fourth Wellington, which is a part of The Landings at Wellington, P.U.D. It is the express intent of Declarant that Lakefield West be an integral part of, and subject to, the general scheme of restrictions and uniform scheme of development effective and enforceable as to Fourth Wellington and The Landings at Wellington, P.U.D.

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, his ownership interest, and his 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 Fourth Wellington. An Owner shall automatically be a member of the Master Association and shall have the rights and obligations set forth in the Master Association Documents. The Master Association shall have assessment rights and lien rights, architectural control rights, and other rights in accordance with the Master Association Documents. The Property

shall be subject to the control and jurisdiction of the Master Association.

Section 3.4 Covenants. Each Owner, his heirs, successors and assigns, shall be bound by this Declaration and all exhibits thereto, and by the Master Association Documents, to the same extent and effect as if he had joined in said documents for the purposes therein expressed, including but not limited to:

(i) Subjecting all of his right, title and interest in his Parcel and tangible personal property therein to the lien rights imposed under said documents;

(ii) Accepting, 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 him 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 Lakefield West, and no completed improvement shall be altered or changed in any manner, and no construction plans shall be submitted to the County (or any other governmental authority or agency) until all required approvals have been obtained under the Master Association Documents.

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 activities related to the development and sale of Parcels within Lakefield West. 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 Size of Dwelling. Each residential dwelling constructed within Residential Area 1 (more particularly described in Exhibit "1" annexed hereto) shall contain no less than 2,600 square feet of air conditioned living area. Each residential dwelling constructed within Residential Area 2 (more particularly described in Exhibit "1" annexed hereto) shall contain no less than 2,000 square feet of air conditioned living area and no more than 2,500 square feet of air conditioned living area. For so long as Corepoint Corp. has any Voting Rights in Lakefield West or votes as a member of the Architectural Review Committee, Corepoint Corp. shall not consent to any amendment to this Section 4.3 without the prior written consent of Alan Roberts Construction Co. and Ambassador Homes of Lakefield, Inc.

Section 4.4 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 otherwise provided in Article XII 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 4.5 Subdividing, Platting, Combining Parcels. Except as otherwise provided in Article XII herein, 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.

Section 4.6 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 4.7 Pets. No pets shall be permitted to be kept within or upon a Parcel, except (i) fish, (ii) domestic birds, (iii) up to two domestic household dogs, and (iv) up to four

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 a dwelling unit unless said pet is on a leash, and (iii) that any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from Lakefield West 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 4.8 Clothes Lines. No outdoor clothes drying lines or related facilities shall be allowed which are visible from anywhere outside of the Parcel.

Section 4.9 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 4.10 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. All interior window coverings, drapes and shades that are visible from outside of a dwelling shall be in conformity with the aesthetic standards established in Lakefield West, as determined by the Association.

Section 4.11 Vehicles.

(a) No vehicle shall be parked within Lakefield West 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 Lakefield West, or to vehicles being used in on-going construction within Lakefield West.

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

(c) The parking of motorcycles, vans (except "passenger" vans as defined below), golf carts, campers, 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 less is expressly prohibited within Lakefield West, unless such vehicles are parked within a garage. This provision shall not apply to vehicles making deliveries within Lakefield West, or to vehicles being used in on-going construction within Lakefield West.

(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 Lakefield West shall be in good condition and repair.

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

Section 4.12 Boats and Trailers. No boats, trailers, recreational-type vehicles, or similar property shall be stored within Lakefield West, unless stored within a garage.

Section 4.13 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 (which permission shall not be unreasonably withheld), construction sheds and

trailers used to facilitate ongoing 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 located completely within a dwelling unit and not visible from outside said dwelling unit) shall be permitted within or upon any Parcel without the prior written approval of the Association. ○

Section 4.14 Electricity. Regardless of whether an Owner is residing in his Parcel, the electrical power serving all electrical lighting fixtures containing photoelectric cells within his Parcel shall remain on and in full service at all times throughout the year, at Owner's expense.

Section 4.15 Garage. A garage shall remain a garage, and shall not be converted for other uses.

Section 4.16 No Interference With Construction. No Owner shall interfere with any of Declarant's (or any Builder's) construction activities.

Section 4.17 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 XXVI 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 Lakefield West and/or Fourth Wellington as a whole, including those permits issued by governmental bodies, districts, boards, departments and agencies.

Section 4.18 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 4.19 Curing Contamination. An Owner, at his cost and expense, shall take immediate action to remediate and cure any contamination of, or harm to, Lakefield West's or Fourth Wellington's 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 his Parcel.

Section 4.20 Access to Golf Course. No Owner (or guest or family member of Owner, or other Person for whom Owner is responsible) shall be permitted to enter, directly from Lakefield West, upon any golf course abutting Lakefield West.

Section 4.21 Improvements Abutting Lake or Golf Course. No hedge, fence, landscaping or other improvements shall be constructed along or adjacent to a boundary of a Parcel, to the extent that such boundary abuts or is adjacent to a golf course or a lake or other water body, without the prior written approval of the Declarant, the Association and the Architectural Review Committee. Each Owner understands and agrees that the Declarant, the Association or the Architectural Review Committee may preclude any and all fences; provided, however, that a fence required by any state law or any governmental regulation shall not be precluded. In no event shall any such improvements encroach upon the golf course or water body without the prior written consent of the fee simple owner of the property being encroached upon.

Section 4.22 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 Lakefield West (subject to Section 4.1 above and Section 4.25 below).

Section 4.23 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.

Section 4.24 Cable Television. Each Owner understands and agrees that Declarant (or the Association) 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 Lakefield West. 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 4.25 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 County or any other governmental agency or authority, until such time as the design plans with respect thereto have been approved in accordance with the Master Association Documents.

Section 4.26 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.

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.

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.

Section 5.3 Restraint Upon Separation of Use Rights. 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; subject to Section 5.2H above.

ARTICLE VI

MAINTENANCE, ALTERATIONS AND IMPROVEMENTS

Section 6.1 As to Common Areas. 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 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 Lakefield West and for Fourth Wellington as a whole.

Section 6.2 As to Parcels.

A. Association's Responsibilities: The Association shall be responsible for the following work within each Parcel that contains a "completed residential dwelling" (for purposes of this Article VI, a "completed residential dwelling" shall be deemed to be a dwelling for which a certificate of occupancy, or like

document, has been issued by the appropriate governmental authority):

- (1) maintaining, cutting, trimming and replacing all grass, trees, and landscaping;
- (2) performing the necessary edging;
- (3) cleaning and painting (but not maintaining, repairing or replacing) roof of residential dwelling; and
- (4) performing exterior painting of residential dwelling.

The Association shall carry out its responsibilities in the manner necessary to keep the improvements and areas for which it is responsible in a clean, operable and attractive condition at all times, and in the manner necessary to satisfy the aesthetic standards established for Lakefield West and for Fourth Wellington as a whole.

The expenses incurred by the Association hereunder (except as otherwise provided) shall be treated as and paid for as a part of the Common Expenses. However, should the need for incurring such expenses be caused by the negligence of, or misuse by, an Owner, his lessees, guests, invitees, or other Persons for whom the Owner is responsible, said Owner shall be obligated to reimburse the Association for such expenses, and the Association shall have a lien against such Owner's Parcel in the amount of such expenses, which may be foreclosed in the same manner as a mortgage against real property. In addition, the Association shall be entitled to certain insurance proceeds in accordance with Section 9.2 below.

In the event that an Owner desires to install landscaping ("additional landscaping") upon his Parcel over and above the landscaping required under the Landscaping Criteria for Fourth Wellington (which Landscaping Criteria are established under the Declaration of Protective Restrictions of Fourth Wellington), then said Owner must first obtain the written approval of the Architectural Review Committee and the Association. In the event that such approvals are granted, said Owner shall be solely and exclusively responsible for the extra costs incurred by the

Association in maintaining, cutting, trimming, and replacing such additional landscaping, and shall reimburse the Association as such extra costs are incurred by the Association. The Association shall have a continuing lien against said Owner's Parcel for such extra costs incurred by the Association hereunder.

B. Owner's Responsibility: Except as otherwise specifically provided in Section 6.2A. above, each Owner shall have the obligation, at his sole cost and expense, to maintain his Parcel in a safe, clean, operable and attractive condition at all times, in accordance with the aesthetic standards established for Lakefield West, in compliance with this Declaration and the Master Association Documents, and in compliance with all governmental, health, police, and fire codes, ordinances, regulations and statutes applicable to his Parcel. In the event that the Association determines that the Owner is not adequately carrying out his maintenance responsibilities, the Association shall give the Owner written notice of such determination, expressly setting forth the Owner's maintenance deficiency. If the Owner fails to correct his maintenance deficiency within 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 maintenance 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 As to Outside Land. 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.

Section 6.4 Inspection by Association and Master Association. Each Owner shall allow the Board of Directors (and the Board's agents and employees) and representatives of the Master Association to enter upon his 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 his 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 6.5 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 and security facilities; provided, however, that in such event Declarant shall fully restore and repair the Parcel from the effects of such actions.

Section 6.6 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.

Section 6.7 Maintenance Contracts. The Association may enter into a contract with any Person for the maintenance of the property for 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

ASSESSMENTS

Section 7.1 Applicability to Parcels. Commencing as of the date that this Declaration is recorded in the Public Records of the County, each Parcel shall be 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 7.2 Uniform Rate of Assessments. All Assessments shall be at an equal, uniform rate for each Parcel in Lakefield West. The share of the Assessments in Lakefield West 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 Lakefield West. The terms and provisions of this Section 7.2 are subject to the terms and provisions of Section 7.9 below.

Section 7.3 Amount and Use. 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), and (f) 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 peace, health, safety, or general welfare of Lakefield West.

Section 7.4 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.

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 7.5 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.

Section 7.6 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. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

Section 7.7 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, his 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 7.8 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 7.9 Proviso. Anything in this Article VII to the contrary notwithstanding:

(a) 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 7.9(a) 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 7.9(a), 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 Lakefield West.

(b) All costs and expenses incurred by the Association in performing its responsibilities under Section 6.2A. above shall be assessed against only those Parcels that contain a "completed residential dwelling", and no other Parcel shall be assessed for such costs and expenses. For purposes of this Article VII, a "completed residential dwelling" shall be deemed to be a dwelling for which a certificate of occupancy (or like document) has been issued by the appropriate governmental authority.

ARTICLE VIII

ORB 6155 Pg 1878

EASEMENTS

Section 8.1 Easement Rights of Declarant. Declarant reserves unto itself, its designees, successors and assigns, and Declarant, its designees, successors and assigns, are hereby granted, perpetual and/or temporary easements for any and all purposes over, upon, across, under, and/or through the Property (or 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 the interior of any dwelling unit or otherwise materially interfere with an Owner's use of his 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 (provided, however, that such an easement shall not apply to a Parcel upon which a dwelling has been constructed); 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; 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 8.2 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, in its own name and without the joinder or approval of any Owner or lienholder.

Section 8.3 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 8.4 Persons Bound; Beneficiaries. The easements set forth in this Article VIII 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 IX

INSURANCE

Section 9.1 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. Workmen's Compensation. The Association shall use its best efforts to obtain and maintain a Workmen's 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 IX shall be treated as and deemed to be Common Expenses.

Section 9.2 Owner's Responsibilities. Each Owner shall keep the residential dwelling and all other improvements lying within his 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 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. In the event that the roof, dwelling, or any landscaping or other improvements to be painted, maintained, and/or replaced by the Association under Section 6.2 above are damaged or destroyed, and any sum of money becomes payable by virtue of the Owner's insurance thereon, the Association shall have the right to receive and apply same to the painting or replacement of such improvements. In addition, each Owner may obtain insurance coverage at his own expense and at his own discretion upon all other property within his Parcel, including, but not limited to, his personal property, and for his 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 9.1E above.

Section 9.3 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 6.3 herein.

ARTICLE X

ADDITIONAL LANDS

In the event that a governmental authority, department, body, or agency requires that additional land or lands and/or improvements (collectively "Additional Land") be submitted and subjected to the terms of this Declaration, the Declarant shall

have the right to submit and subject such Additional Land to the terms of this 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 XI

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 his 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 his 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 12230 Forest Hill Boulevard, Wellington, Florida 33414, 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 12230 Forest Hill Boulevard, Wellington, Florida 33414, or such other address provided by the Association by written notice to the Owners and the Declarant.

ARTICLE XII

AMENDMENTS TO GOVERNMENTAL LAND USE REGULATIONS

With respect to any Parcels owned by Declarant, the Declarant hereby reserves the right to amend at any time, and from time to time, any Site Plan for Lakefield West, the County's Zoning and/or Comprehensive Plan designation, any Plat of public record, and any other governmental land use regulation applicable to Lakefield West, 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, or convey a portion of the Common Areas.

ARTICLE XIII

CLUBS

Ownership of property within Lakefield West does not confer upon the Owner a vested right to use club facilities within The Landings at Wellington, PUD. The right to use club facilities within The Landings at Wellington, PUD shall be governed and controlled by the Person(s) owning said club facilities.

ARTICLE XIV

ORB 6155 Pg 1884

ACME IMPROVEMENT DISTRICT

Each Owner shall be responsible for any taxes and assessments levied upon his Parcel by Acme Improvement District ("Acme"), which shall be in addition to the Assessments paid to the Association and the Master Association. Acme shall have the right to enter upon the Property, and to take all actions upon the Property that are necessary by Acme to carry out its obligations and responsibilities. Within 5 days after written request from Declarant, an Owner shall provide Declarant with a duly executed proxy (in the form provided by Declarant) authorizing Declarant to represent and vote for Owner at all meetings (regular or special) of Acme, and to act for and in Owner's place and stead with respect to Owner's Parcel regarding activities undertaken by Acme.

ARTICLE XV

REMEDIES

Section 15.1 Rights of Declarant, Association, and Master 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, the Association and/or the Master 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 five (5) days prior 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, the Association and/or the Master

Association in seeking and/or enforcing any of the remedies provided for herein, which charge shall constitute a lien against the Owner's Parcel.

Section 15.2 Rights of Declarant and the Master Association 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 and/or the Master Association, after five (5) 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 and/or the Master Association in seeking and/or enforcing any of the remedies provided for herein.

Section 15.3 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 15.4 Attorney's Fees. In the event that attorney's 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 attorney's fees incurred by the prevailing party.

ARTICLE XVI

ORB 6155 Pg 1886

OBLIGATIONS OF OWNER

Each Owner, by becoming such, agrees that he shall be personally responsible for the payment of all obligations that may become liens against his Parcel pursuant to this Declaration. Further, the amount of any lien granted to the Declarant, the Association, and/or the Master 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 XVII

AMENDMENT

Section 17.1 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 sixty-five percent (65%) of the Voting Rights in Lakefield West, except that an amendment changing the method of sharing the payment of Assessments under Section 7.2 herein must be approved by an affirmative consent of one hundred percent (100%) of the Voting Rights in Lakefield West. The amendment shall be evidenced by a Certificate of Amendment executed with the formalities of a deed. 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 17.2 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. 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. For so long as Declarant owns the fee simple title to, or a mortgage lien against, any Parcel, 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.

C. All amendments to this Declaration must be consented to in writing by the Master Association, and in the absence of such consent the Amendment shall be null and void.

ARTICLE XVIII

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 in connection with the development of Lakefield West.

ARTICLE XIX

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. 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 XX

DURATION

This Declaration, as amended, shall continue in full force and effect against the Property and the Owners thereof until January 1, 2018, 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 January 1, 2018, 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 Lakefield West, or (ii) at least eighty five percent (85%) of the Voting Rights in Lakefield West. 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 XXI

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 XXII

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 XXIII

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 XXIV

SINGULAR/PLURAL - MASCULINE/FEMININE

Words used herein in the singular 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 XXV

DISSOLUTION OF ASSOCIATION

In the event the Association is dissolved, the Common Areas shall be conveyed to: (1) a non-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 XXVI

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 XXVII

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 of 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 XXVIII

STATUS AND WAIVER

Section 28.1 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 28.2 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 XXIX

CONFLICT IN DOCUMENTS

Section 29.1 Conflict with Master Association Documents. In the event of any conflict between a covenant or restriction in this Declaration and a covenant or restriction in the Master Association Documents, the more stringent covenant or restriction shall prevail.

Section 29.2 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 XXX

ASSIGNMENT OF RIGHTS OF

ARCHITECTURAL REVIEW COMMITTEE

Under the Declaration of Protective Restrictions of Fourth Wellington, the Architectural Review Committee, with the prior written approval of the Master Association, may assign to the Association any of the Architectural Review Committee's rights and

powers thereunder with respect to the Property. In the event of such an assignment, the Association shall have the right and authority to take such actions (including, but not limited to, forming an architectural review committee for Lakefield West) as the Association deems to be reasonably necessary for purposes of carrying out and enforcing the rights and powers so assigned.

ARTICLE XXXI

EFFECTIVE DATE OF THIS DECLARATION

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

IN WITNESS WHEREOF the undersigned have caused this Declaration to be duly executed this 2nd day of May, 1989.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

COREPOINT CORP., a Florida
Corporation

(1) Nancy Miller

By: George deGuardiola

Its Vice President

(2) Muriel

(CORPORATE SEAL)

STATE OF FLORIDA)

) SS.

COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 2nd day of May, 1989, by George deGuardiola, as Vice President of COREPOINT CORP., a Florida Corporation, on behalf of the Corporation.

Muriel
Notary Public
My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: OCT. 13, 1992.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.



SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

ALAN ROBERTS CONSTRUCTION CO.,
a Florida Corporation

(1) Roger Schward

By: R. Roberts
Its President

(2) Shirley Kil

(CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF Palm Beach

)
) SS.
)

The foregoing instrument was acknowledged before me this 9
day of June, 1989, by Robert ABBAMS, as President
of ALAN ROBERTS CONSTRUCTION CO., a Florida Corporation, on behalf
of the Corporation.



Roger Schward
Notary Public
My commission expires:
MY COMMISSION EXPIRES: 11/1/91
BUTTERFLY BRAND

[SIGNATURES CONTINUED]

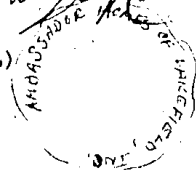
Not a Certified Copy

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

AMBASSADOR HOMES OF LAKEFIELD
INC., a Florida Corporation

- (1) Wendy Gordon
(2) Georgia A. Morgan

By: [Signature]
Its President
(CORPORATE SEAL)



STATE OF FLORIDA
COUNTY OF PALM BEACH

)
) SS.
)

The foregoing instrument was acknowledged before me this 1st
day of June, 1989, by Stephen M. Beyer, as President of
AMBASSADOR HOMES OF LAKEFIELD, INC., a Florida Corporation, on
behalf of the Corporation.

(SEAL)

Wendy Morgan Gordon
Notary Public
My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
COMMISSION EXPIRES NOV 24, 1990
BRYAN W. GORDON, INC. UND.

[SIGNATURES CONTINUED]

Not a Certified Copy

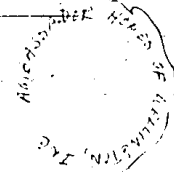
SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

M Patricia Blum
James S. Clawson

AMBASSADOR HOMES OF WELLINGTON,
INC., a Florida corporation

By: Ronald A. Blum
Ronald A. Blum,
as President

(Corporate Seal)



STATE OF FLORIDA)
COUNTY OF Broward)

The foregoing instrument was acknowledged before me this 5th
day of April, 1989, by Ronald A. Blum as President of
Ambassador Homes of Wellington, Inc., a Florida corporation, on
behalf of said corporation.

James S. Clawson
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. MAR 14, 1991
BONDED THRU GENERAL INS. CO.

(SEAL)

[SIGNATURES CONTINUED]

This is not a certified copy

JOINDER AND ACCEPTANCE OF ASSOCIATION

FOR GOOD AND VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, LAKEFIELD WEST HOMEOWNERS' ASSOCIATION, INC., a Florida nonprofit corporation, 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, LAKEFIELD WEST HOMEOWNERS' ASSOCIATION, INC., a Florida nonprofit corporation, has caused these presents to be duly signed in its name by its President, this 2nd day of May, 1989.

SIGNED, SEALED AND DELIVERED
PRESENCE OF

LAKEFIELD WEST HOMEOWNERS'
ASSOCIATION, INC.

(1) Nancy Mills

By: George deGuardiola
Its President

(2) Muniz

(CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 2nd day of May, 1989, by George deGuardiola, as President of LAKEFIELD WEST HOMEOWNERS' ASSOCIATION, INC., a Florida nonprofit corporation, on behalf of the corporation.

Muniz
Notary Public

(NOTARIAL IMPRESSION
SEAL)

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: OCT. 13, 1992.
BONDLO THRU NOTARY PUBLIC UNDERWRITERS.

[SIGNATURES CONTINUED]

JOINDER AND ACCEPTANCE

The undersigned, FOURTH WELLINGTON, INC., a Florida Corporation not for profit, hereby joins in this Declaration for purposes of acknowledging and accepting its rights hereunder.

SIGNED, SEALED AND DELIVERED
PRESENCE OF:

(1) *[Signature]*
(2) *[Signature]*

FOURTH WELLINGTON, INC., a
Florida Corporation not for
profit

By: *[Signature]*
Its President

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF PALM BEACH) SS.

The foregoing instrument was acknowledged before me this 2nd
day of May, 1989, by Ricardo Vadia, as President of FOURTH
WELLINGTON, INC., a Florida Corporation not for profit, on behalf of
the corporation.

(NOTARIAL IMPRESSION
SEAL)

[Signature]
Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: OCT. 13, 1992.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

[SIGNATURES CONTINUED]

JOINDER AND CONSENT

ORB 6155 Pg 1898

The undersigned, Southeast Bank, N.A., as the owner of a mortgage lien against a portion of the Property, hereby approves and consents to this Declaration, and subordinates its mortgage to the terms hereof.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Neil C. Gil
Cheryl K. Stangor

SOUTHEAST BANK, N.A.

By: *David A. Christianson Jr.*
Its Vice President
Sr.

(Seal)

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 26th
day of June, 1989, by David A. Christianson Jr., as Vice
President of Southeast Bank, N.A., on behalf of said Bank. Sr.

Mary E. Miller
Notary Public

(SEAL)

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. FEB 12, 1992
BONDED THRU GENERAL INS. UND.

[SIGNATURES CONTINUED]

JOINDER AND CONSENT

The undersigned, Irvchild, Inc., a Florida corporation, as the owner of a mortgage against a portion of the Property, hereby approves and consents to this Declaration, and subordinates its mortgage to the terms hereof.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

IRVCHILD, INC., a Florida
corporation

By: Robert D. Rapaport
Its ~~President~~ President

(Corporate Seal)

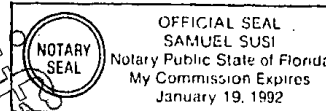
STATE OF FLORIDA)
COUNTY OF)

The foregoing instrument was acknowledged before me this 21st
day of MAY, 1989, by ROBERT D. RAPAPORT, as ~~President~~
President of Irvchild, Inc., a Florida corporation, on behalf of
said corporation.

Samuel Susi
Notary Public

My Commission Expires:

(SEAL)



071789-6
2624P/45

ORB 6147 Pg 1120

EXHIBIT "A"

ORB 6155 Pg 1900

[LEGAL DESCRIPTION]

Lots 1 through 109, inclusive, together with Parcel "A", Parcel "E", Parcel "F", Parcel "G", Parcel "J", and Parcel "H", as shown in Lakefield of the Landings at Wellington P.U.D. - Plat 3A, according to the Plat thereof recorded in Plat Book 63, Pages 32 through 37, inclusive, in the Public Records of Palm Beach County.

AND

Lots 1 through 98, inclusive, together with Parcel "A", Parcel "D", Parcel "E", Parcel "F", Parcel "G", Parcel "H", Parcel "J", Parcel "K", Parcel "L", Parcel "M", Parcel "P", Parcel "R" and Parcel "S", as shown in Lakefield of the Landings at Wellington P.U.D. - Plat 3B, according to the Plat thereof recorded in Plat Book 63, Pages 38 through 42, inclusive, in the Public Records of Palm Beach County.

Not a certified copy

EXHIBIT "1"

RESIDENTIAL AREA 1

ORB 6155 Pg 1901

Lots 1 through 109, inclusive, together with Parcel "A", Parcel "E", Parcel "F", Parcel "G", Parcel "J", and Parcel "H", as shown in Lakefield of the Landings at Wellington P.U.D. - Plat 3A, according to the Plat thereof recorded in Plat Book 63, Pages 32 through 37, inclusive, in the Public Records of Palm Beach County.

RESIDENTIAL AREA 2

Lots 1 through 98, inclusive, together with Parcel "A", Parcel "D", Parcel "E", Parcel "F", Parcel "G", Parcel "H", Parcel "J", Parcel "K", Parcel "L", Parcel "M", Parcel "P", Parcel "R" and Parcel "S", as shown in Lakefield of the Landings at Wellington P.U.D. - Plat 3B, according to the Plat thereof recorded in Plat Book 63, Pages 38 through 42, inclusive, in the Public Records of Palm Beach County.

State of Florida

Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of LAKEFIELD WEST HOMEOWNERS' ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on May 1, 1989, as shown by the records of this office.

The document number of this corporation is N32022.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
1st day of May, 1989.



CR2EO22 (6-88)

Jim Smith
Jim Smith
Secretary of State

010989-3
2622P

ORB 6147 Pg 1197

ORB 6155 Pg 1903

ARTICLES OF INCORPORATION
OF
LAKEFIELD WEST 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 of Corporation

The name of this Corporation (hereinafter the "Corporation") shall be LAKEFIELD WEST HOMEOWNERS' ASSOCIATION, INC.

ARTICLE II

Purposes

The purpose of this Corporation is to own, lease, maintain, operate, and/or administer certain property within or related to Lakefield West, and to carry out its rights and duties set forth in the Declaration of Protective Covenants of Lakefield West.

ARTICLE III

Definitions

The definitions set forth in the Declaration of Protective Covenants of Lakefield West (the Declaration to which these Articles of Incorporation are annexed as an Exhibit) 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 Lakefield West in accordance with the Declaration.

2. To establish, through its Board of Directors, reasonable rules and regulations regarding the property within Lakefield West.

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 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 eighty-five percent (85%) of the total Voting Rights in Lakefield West, 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 in Lakefield West 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, that there shall be three votes for each Parcel owned by Declarant.

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 initial Board of Directors shall consist 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

CRE 6155 Pg 1906

Officers

The affairs of the Corporation shall be managed by a president, vice president, secretary, treasurer, assistant secretary, assistant 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 first officers of the Corporation shall be:

President: George deGuardiola

Vice-President: Mary Jo Lysher

Secretary: Mary Jo Lysher

Treasurer: Sally Smith

ARTICLE IX

Names and Post Office Addresses of Directors

The names and post office addresses of the members of the first 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. George deGuardiola | 12230 Forest Hill Boulevard
Wellington, Florida 33414 |
| 2. Mary Jo Lysher | 12230 Forest Hill Boulevard
Wellington, Florida 33414 |
| 3. Sally Smith | 12230 Forest Hill Boulevard
Wellington, Florida 33414 |

ARTICLE X

Bylaws

The first 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, which shall be by (1) the members and the Board of Directors and/or (2) the members as provided therein.

ARTICLE XI

ORE 6155 Pg 1907

Indemnification

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 By-Laws or the Articles of Incorporation, or the Declaration ("corporate committee"), collectively referred to herein as the "Indemnities" and individually referred to herein as an "Indemnatee," made a party or threatened to be made a party to any 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 Indemnatee, based on an act, or acts, alleged to have been committed by such Indemnatee, in his capacity as an Officer, Director, or member of a corporate committee. In any such action, the Corporation shall indemnify and hold the Indemnatee 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 Indemnatee as a result of such action, suit, or proceeding or any appeal therein, provided such Indemnatee 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 Indemnatee 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 Indemnatee. 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.

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 him and incurred by him in any such capacity or arising out of his status as such, whether or not the Corporation would have the power to indemnify him 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, 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, §607.014, Fla. Stats.).

ARTICLE XII

Transactions in Which

Directors or Officers Are Interested

No contract or transaction between the Corporation and one (1) or more of its officers or directors, or between the Corporation and any other corporation, partnership, association, or other organization in which one (1) or more of its directors or officers are directors or officers of this Corporation, or have a financial interest in this Corporation, shall be invalid, void or voidable solely for this reason, or solely because the director or officer is present at, or participates in the meeting of the Board or Committee thereof which authorized the contract or transaction, or solely because his or their votes are counted for such purpose. No directors or officers of the Corporation shall incur liability merely by reason of the fact that he is or may be interested in any such contract or transaction.

ARTICLE XIII

ORB 6155 Pg 1909

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 Lakefield West; or,
 - b. the affirmative consent of at least sixty-five percent (65%) of all of the Voting Rights in Lakefield West.

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 Corepoint Corp., a Florida corporation, 12230 Forest Hill Boulevard, West Palm Beach, Florida 33414.

ARTICLE XV

Initial Registered Office and Agent

The street address of the initial registered office of this Corporation is 625 North Flagler Drive, 9th Floor, Barnett Centre, West Palm Beach, Florida 33401, and the name of the initial registered agent of this Corporation is DAVID S. PRESSLY.

IN WITNESS OF THE FOREGOING, the undersigned has hereunto set its hand and seal in acknowledgment of the foregoing Articles of Incorporation, this 25th day of April, 1989, which Articles are to be filed in the Office of the Secretary of State.

COREPOINT CORP., a Florida
Corporation

By: Mike Grindola
Its Vice President

(Corporate Seal)

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

ORE 6155 Pg 1910

The foregoing instrument was acknowledged before me this 25th day of April, 1989, by George de Guarcilla, as Vice President of Corepoint Corp., a Florida Corporation, on behalf of the Corporation.

Chuniz
Notary Public

(Seal)

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: OCT. 13, 1992.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

**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 617.023, Florida Statutes, the following is submitted in compliance with said Statutes:

THAT, LAKEFIELD WEST 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 12230 Forest Hill Boulevard, West Palm Beach, Florida 33414, has named DAVID S. PRESSLY, ESQ., whose address is 625 North Flagler Drive, 9th Floor, Barnett Centre, 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 abovestated 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 607.325, Florida Statutes.

DATED this 28th day of April, 1989

David S. Pressly
DAVID S. PRESSLY, ESQ.
REGISTERED AGENT - FLORIDA

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

EXHIBIT "C"

ORB 6155 Pg 1911

BYLAWS

OF

LAKEFIELD WEST HOMEOWNERS'
ASSOCIATION, INC.

ARTICLE I
NAME AND LOCATION

Section 1. The name of this corporation is LAKEFIELD WEST HOMEOWNERS' ASSOCIATION, INC. (hereinafter the "Corporation").

Section 2. The principal place of business of the corporation is located 12230 Forest Hill Boulevard, West Palm Beach, Florida 33414, or such other place as the Board of Directors may from time to time determine.

ARTICLE II
INCORPORATION

The Corporation was duly incorporated in the office of the Secretary of State of the State of Florida on the 1st day of May, 1989.

ARTICLE III
DEFINITIONS

The definitions and terms defined and used in the Declaration of Protective Covenants of Lakefield West (the Declaration to which these Bylaws are annexed as an Exhibit) shall apply to these Bylaws.

ARTICLE IV
MEMBERSHIP AND VOTING RIGHTS

Section 1. All Owners in Lakefield West 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, that there shall be three votes for each Parcel owned by Declarant.

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.

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.

ARTICLE V
MEETINGS OF MEMBERS

ORB 6155 Ps 1912

Section 1. The annual meeting of the members shall be held at 7:00 p.m., Eastern Standard Time, on the first Friday in February 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 absence by the Vice President, or by a majority of the Board of Directors, or by at least 10% of all of the Voting Representatives in Lakefield West. 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. If mailed, such notice shall be deemed to be properly delivered when deposited in the United States mail, addressed to the member at his 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 his 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 Lakefield West, 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 proxies shall be in writing and 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 the proxy is a limited proxy it shall set forth those items that the holder of the proxy may vote and the manner in which the vote is to be cast. If a proxy expressly provides, any proxy holder may appoint, in writing, a substitute to act in his 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 ninety (90) days after the date of the first meeting for which it was given. Each proxy shall be revocable at any time at the pleasure of the Owner(s) executing it (subject to §607.101, 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 100% of the Voting Rights in Lakefield West until such time as the fee simple title to 70% of the Parcels within Lakefield West has been conveyed by Declarant.

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 members. 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 as follows:

a. A nominating committee of members shall be appointed by the Board of Directors not less than sixty (60) days prior to the annual members' meeting. The committee shall nominate one (1) person for each Director then serving or to serve. Other nominations may be made from the floor.

b. The election shall be by ballot (unless dispensed by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his 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.

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 Lakefield West, at a special meeting of the members called for that purpose.

Section 5. No compensation shall be paid to Directors for their services as Directors. Compensation may be paid to a Director in his or her capacity as an officer or employee or for other services rendered to the Corporation outside of his or her duties as a Director. 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 ten (10) 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 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. PROVISOR: The terms and provisions herein are subject to Declarant's right to vote 100% of the Voting Rights in Lakefield West until such time as the fee simple title to 70% of the Parcels within Lakefield West has been conveyed by Declarant.

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 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 shall preside at all meetings of the members and of the Board of Directors. He 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 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 of him 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 shall have charge of all corporate books, records and papers, except those of the Treasurer; he shall be custodian of the corporate seal; he shall have the authority to attest, with his 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 his office. 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 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 preceeding 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 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 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 By-Laws, the Articles of Incorporation or the Declaration ("corporate committee"), collectively referred to herein as the "Indemnities" and individually referred to herein as an "Indemnatee," made a party or threatened to be made a party to any 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 Indemnatee, based on an act, or acts, alleged to have been committed by such Indemnatee, in his capacity as an Officer, Director or member of a corporate committee. In any such action, the Corporation shall indemnify and hold the Indemnatee 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 Indemnatee as a result of such action, suit, or proceeding or any appeal therein, provided such Indemnatee 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 Indemnatee 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 Indemnatee. 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 him and incurred by him in any such capacity or arising out of his status as such, whether or not the Corporation would have the power to indemnify him 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, §607.014, 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 Lakefield West; or
- b. The affirmative consent of at least sixty-five percent (65%) of all of the Voting Rights in Lakefield West.

Section 2. The Amendment shall be recorded in the Public Records of Palm Beach County.

THE FOREGOING WERE DULY APPROVED AS THE BYLAWS OF LAKEFIELD WEST HOMEOWNERS ASSOCIATION, INC., A FLORIDA CORPORATION NOT FOR PROFIT, AT THE FIRST MEETING OF THE BOARD OF DIRECTORS.

LAKEFIELD WEST HOMEOWNERS'
ASSOCIATION, INC.

By: [Signature]
Its President

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 2nd day of May, 1989, by Jose de Guadalupe as President of Lakefield West Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of the Corporation.

[Signature]
Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES OCT. 13, 1992.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.



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

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