

Lucerne Lakes Homeowners Association, Inc. New Homeowner/ Lessee Procedure

The Homeowners Association has By-Laws as well as and Covenants and Restrictions that must be accepted by any new homeowner who purchases a house within the boundaries of Lucerne Lakes South Homeowners Association. This document is intending to identify the new homeowner purchase obligations the orientation interview specifics to advise the homeowner of those conditions. This is also covers otientation of the lessee who resides in the community.

Definitions

MGMT: The current Firm representing and under contract to the HOA for Financial and Administrative Services.

Homeowner: The legal purchaser of the property as filed on the deed and recorded in the Palm Beach County Clerk's Office.

HOA: All encompassing in reference to the Lucerne Lakes Homeowners Association, LLC and their Board of Directors and Officers.

HOA Fees: The fees are paid quarterly for the General HOA funding and the Swim Club funding. Due dates are the first of January, April, July and October.

Lawyer: The current legal firm representing of the HOA.

Lessee: The renter of property who resides in the Community.

Rep: The member of the Board of Directors who handles the new Homeowner Interview.

Residents: Those persons residing in the home.

Swim Club: The recreational Facilities including the Clubhouse, Pool, Tennis Courts, and Parking Areas funded separately from the General HOA.

Procedures

- ◆ Real Estate Agent representing Homeowner contacts MGMT for a HOA Application. Application is returned with two Cashier's Checks or Money Orders. One for MGMT in the amount of \$200 and one for the Lucerne Lakes HOA, LLC, in the amount of \$150.
- ◆ MGMT reviews the application and if correct forwards to Rep.
- ◆ Rep. contacts the potential Homeowner or Lessee and establishes the time for the interview at the Clubhouse. The Rep. also has another person, preferably a neighbor of the new resident to assist and witness the interview. They conduct the interview.
- ◆ The Certificate of Approval which records all pertinent information of interview is forwarded to MGMT for filing.
- ◆ The application forwarded from MGMT to the Rep should include a copy of the Estoppels if used in the transfer.

- ◆ Homeowner details are copied by the Rep. to all Board Members for various recordings, such as Directory Updates, Newsletter and Committee reports.
- ◆ The Welcoming Committee receives the information for a Gift Basket delivery.

Lucerne Lakes HOA Specific Items that will be covered in the New Homeowner Interview

The information below is providing the most asked questions and items that most homeowners need to know. It is not intended to represent the BY-Laws or Covenants and Restrictions in their entirety.

Whom to Call: Current "Whom-to-Call" list is on the MGMT website. This is periodically updated and there are notices in the monthly newsletter.

Covenants & By-Laws: When you take title, you have accepted these *Covenants, Conditions, and Restrictions of Lucerne Lakes*. Please familiarize yourself and specifically with Article VIII, Special Provisions.

Assessments/Dues: These are payable quarterly on the 1st of January, April, July, & October. There is a \$5.00 fine for late payment. Coupon books are issued annually and to new owners. Your dues include operating and reserve funding for the HOA and Swim Club.

Basic Cable TV – XFINITY/COMCAST is included in your HOA Assessment: Our contract entitles you one (1) cable box and (2) extension boxes. High Definition and Premium Channels are available for additional fees through your arrangement with Comcast.

Master Association fees are included in your HOA Assessment: The Lucerne Lakes area has nine associations that belong to the Master Association. The Master Association is responsible for the maintenance of Lucerne Lakes Boulevard.

Association Meetings: The HOA Board meets at 6:30 p.m. at the clubhouse on the 3rd Wednesday of each month. Unless determined to be required, there is no meeting scheduled for July and August. The Board seeks input from owners on current board agenda items and there is an open forum for owners to present other questions or concerns. The annual meeting is held the 3rd Wednesday in January where Board Elections are held and Homeowner issues can be addressed.

Architectural Approval: Any change to the exterior of a house/property needs approval. This includes all exterior changes such as painting colors, additions such as patios, patio enclosures, architectural enhancements, windows, driveways, and roofs. Applications are available from MGMT or at the Clubhouse. Two copies of the approval request need to be submitted to the ARC committee chair person.

Pets: A domestic pet must be under 40 pounds and a maximum of two (2) per household. Always pick-up pet waste! No pet shall roam free; they must be on a leash.

Garbage/Trash – Recycle - Yard Debris: Place refuse curbside no earlier than 3:00 p.m. on the day before collection and removed on the same day as collection. No pickup on Thanksgiving or Christmas Day.

Tuesdays: Regular household garbage/trash only

Fridays: Regular household garbage/trash, recycled material, and shrubs & tree cuttings (limited to size and quantity).

Blue and yellow recycling containers are available at 561-697-2700 at no charge. Refuse containers are to be stored within the garage or on the side or rear of the house obstructed from street view.

Parking: No parking on the grass. No parking on the street between the hours of 10:00pm to 6:00am. **Violators are subject to towing at the owner's expense.** As a courtesy, do not block the bicycle paths at anytime.

Additional parking for Swim Club members is available at the "east over flow" Swim Club parking lot. Please place an identifier sheet on the dash with your Name, Member Address and phone number in view.

If you have an overnight guest with a truck, RV, boat, etc., you may use the "east over flow" Swim Club parking lot with prior approval from a Board Director, indicate the approval person on the Identifier sheet on the dash.

Property Inspections: To maintain and enhance the value of your property and your community, periodic inspections of lawns and house exteriors are made. Issues are noted and the homeowner will receive a written request to correct.

House Numbers: A 4" minimum with contrasting background is required by code.

Lollypop Lights: These are standard throughout the community and are maintained by the homeowner - black post with a white, opaque-globe cover and white light bulb- 100 watt incandescent or preferably a 60 watt equivalent, A19 LED, Daylight light bulb. Light is to be lit from dusk to dawn by photo sensor or timer.

Rental of Units: Upon a change in title, a home may not be rented for a period of eighteen (18) months. Applications are required for rental and purchase, as well as each extension or change. The residences are one family and rental of rooms are not allowed. The applications are available from MGMT. **Reminder, one permanent resident as well as the purchaser of the property must be at least 55 years of age.**

Newsletter: To keep you updated, a monthly newsletter is delivered to each home.

Clubhouse, Pool & Tennis Courts: Recreational facilities and activities are available to all "Swim Club" members. A BBQ grill is there for your enjoyment. Clubhouse & Pool Hours are 7:00 am to 10 pm. Guests or visitors must be accompanied by a Member who assume responsibility and controls conduct within the rules. No glass containers on the pool deck.

Tennis Courts: First come, first serve basis. No food or drink inside court.

Keys: Each home is issued two keys. At your closing you should receive your keys from the seller. The replacement keys can be obtained from the Rep. The same key operates all three areas, Clubhouse, Pool and Tennis Court..

Clubhouse Reservations: Clubhouse reservations for members are available for private events. Reservation form is available from MGMT. and a Deposit is required.

Social Activities: A committee plans various functions at the clubhouse. Food, fun, and entertainment are scheduled and a nominal fee may be charged to cover expenses, depending on the event. Planned activities are mentioned at Monthly Meetings, in the Newsletter, Facebook and posted at the Clubhouse.

Golf Course: This is a public course which is not included in your membership. The course is currently up for sale and there is a possibility it will be replaced by a housing development.

ATTACHMENTS PROVIDED TO THE INTERVIEWEE:

- By-Laws and Amendments
- Directory
- Sample Newsletter



CFN 20120498738
 OR BK 25655 PG 0239
 RECORDED 12/14/2012 09:36:01
 Palm Beach County, Florida
 Sharon R. Bock, CLERK & COMPTROLLER
 Pgs 0239 - 245; (7pgs)

Return to: Stewart Norman
 7210 Pine Forest Circle East
 Lake Worth, Fl 33467

BY-LAWS
 OF
LUCERNE LAKES HOMEOWNER'S ASSOCIATION, INC. VILLAGE 1

ARTICLE 1 - IDENTITY

The name of the corporation is LUCERNE LAKES HOMEOWNERS ASSOCIATION, INC., ("Association"), a corporation not-for-profit organized under the laws of the State of Florida. The Association has been organized for the purpose of administering the Common Areas of LUCERNE LAKES, a development located in Palm Beach County, Florida upon the property described in Exhibit A attached hereto and such other property as may be annexed thereto. The principal office of the Association shall be located at 4400 Lucerne Lakes Boulevard, Lake Worth, Florida, 33467, but meetings of members and the Board of Directors of the Association ("Board") may be held at such other places within Palm Beach County, Florida, as may be designated by the Board.

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

The seal of the corporation shall bear the name of the corporation, the word "Florida", the words "corporation Not-For-Profit" and the year of incorporation.

ARTICLE II - DEFINITIONS

All terms defined in the Declaration of Covenants, Conditions and Restrictions of Lucerne Lakes ("Declaration"), as the same may be amended, when used in these "By-Laws", shall have the same definition as set forth in the Declaration.

ARTICLE III - MEETING OF MEMBERS

Section 1. Membership Meetings. There shall be one regular meeting of the membership, to be held in January. This meeting shall also elect the Directors to the Board. Special Meetings may be called by a petition signed by twenty-five (25) members and filed with the Secretary, or by the President, or by the Vice-President, after approval by a majority of the Board. All membership meetings shall be held at such time and place as may be determined by the Board. Notice of meetings shall be given to the membership at least ten (10) days in advance of such meeting. Special membership meetings shall be held within thirty (30) days of receipt of a valid petition by the Members.

Section 2. Quorum. The presence at the meeting of members, in person or by proxy, entitled to cast the votes of forty-five (45) members shall constitute a quorum to transact business as provided for in these By-Laws. If, however, such quorum shall not be present, the meeting shall be adjourned until a quorum as aforesaid shall be present or represented. Whenever it may appear that a quorum is not present, any member may call for a quorum count and the Chair shall comply.

Section 3. Voting. At any meeting of Members, Owners shall be entitled to cast such votes to which they are entitled as defined in the Articles of Incorporation of the Association ("Articles").

Section 4. Proxies. At all meetings of Members, each Member may vote in person or by proxy (except for election of directors). All proxies shall be in writing and filed with the Secretary at, or prior to the meeting to which they are applicable. Each proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Unit.

Section 5. Order of Business. The order of business at annual Members' meetings and at other meetings, shall be as set forth in Robert's Rules of Order (latest edition).

ARTICLE IV - DIRECTORS

Section 1. Selection, Number and Term. The affairs of the Association shall be managed by a Board of nine (9) Directors, as provided in Article VI of the Articles of Incorporation. Elections shall be held at the regular meeting of the membership, to be held in January of each year. Such election shall elect three (3) members each year and they shall serve for three years.

Section 2 Vacancy or Removal. Any director may be removed by a two-thirds (2/3) vote of the membership at a Special Meeting, provided that such Director be given a written copy of the charges made at least two weeks before such Special Meeting at which such charges will be presented. Said director shall be given the opportunity to respond to such charges at such special Meeting. Any vacancy in the Board created by removal, resignation, death, or any other cause or reasons, shall be filled by a majority vote of the Board.

Section 3. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 4. Action Without a Meeting. There shall be established an Emergency Committee, consisting of the President (or in his absence, the presiding Vice-President) and two (2) Directors who shall be authorized to spend up to and including \$1,000 for emergency action. An emergency is herewith defined as a situation imminently dangerous to life or property.

ARTICLE V - ELECTION OF DIRECTORS

Notwithstanding anything to the contrary contained in these By-laws, the Declaration of Covenants, Conditions and Restrictions of Lucerne Lakes or the Articles of Incorporation, the members of the Board of Directors shall be elected by written ballot. Proxies shall not be used in electing the Board of Directors.

Not less than 60 days before a scheduled election, the Association shall mail or deliver to each owner entitled to vote, a first notice of the date of the election. Any owner or other eligible person may nominate himself or may nominate another owner or eligible person, if he has permission in writing to nominate the other person. Any owner or other eligible person desiring to be a candidate for the Board of Directors must give written notice to the Association not less than 40 days before a scheduled election. This written notice shall be sent by certified mail or shall be personally delivered to the Association office.

Not less than 30 days before the election, the Association shall mail or deliver a second notice of the election to all owners entitled to vote therein, together with a secret ballot which shall list all candidates, a ballot envelope and a proxy. Upon request of a candidate, the Association shall also include an information sheet, which must be furnished by the candidate not less than 40 days before the election, to be included with the mailing of the ballot. No owner shall permit any other person to vote his ballot, and any such ballots improperly case shall be deemed invalid. Notwithstanding the provisions of this paragraph, an election and balloting are not required unless more candidates file notices of intent to run or are nominated than vacancies exist on the board.

The person receiving the largest number of votes for the three (3) vacancies shall be elected. Cumulative voting shall not be permitted.

ARTICLE VI - MEETING OF DIRECTORS

Section 1. Meetings. Regular meetings of the Board shall be held monthly at such time and place as may be fixed by the Board. Special Meetings may be called by the President or by the presiding Vice-President, or by a majority of the Board. Notice of such meeting shall be given to each Director, personally, or by mail, telephone or telegraph at least five (5) days prior to such meeting. Directors may waive such meeting notice by signing a waiver of meeting notice.

Section 2. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. No member of the Board of Directors shall abstain from voting on any item at a meeting unless the individual claims conflict of interest. If a Director persists in abstaining without claiming conflict of interest, such action will be recorded as a vote for the motion or proposition being considered. Every act of decision done or made by a majority of the Directors present at a duly held

meeting at which a quorum is present shall constitute the act or decision of the Board.

Section 3. Order of Business. The order of business at Directors' meetings shall be as set forth in Robert's Rules of Order (latest edition).

ARTICLE VII - POWERS OF THE BOARD OF DIRECTORS

The Board shall exercise all of the powers of the Association as set forth in Article III of the Articles, and shall have all of the powers and authority conferred upon corporations not for profit by the laws of Florida.

ARTICLE VIII - OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of the Association shall be a President and a Vice-President, who shall at all times be members of the Board, a Secretary and a Treasurer and such other offices as the Board may, from time to time, create by resolution.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board following the annual meeting of the Members.

Section 3. Term. The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed or otherwise disqualified to serve.

Section 4. Resignation and Removal. Any officer may be removed from office by the Board.

Section 5. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 6. Compensation. Compensation of all employees of the Association shall be fixed by the Directors, but this provision shall not be deemed to require that compensation be paid to said officers.

Section 7. Duties. The duties of the officers are as follows:

The President shall preside at all meetings of the Board, shall see that orders and resolutions of the Board are carried out, shall sign all leases, mortgages, deeds and other written instruments on behalf of the Association. The Vice-president shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties and may be required by the board. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members, keep the corporate seal of the Association and affix it to all instruments requiring said seal, serve notice of meetings of the Board and of the Members, keep appropriate current records

showing the Members and their addresses and perform such other duties as may be required by the Board. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association, disburse such funds as directed by resolution of the Board, sign all checks and promissory notes of the Association, keep proper books of account, as of the end of each fiscal year have an audit of the Association's books performed by a public accountant selected by the Board, prepare an annual budget and statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of each to the Members. All checks, promissory notes or other similar financials documents shall be signed by any two of the President, vice-President or Treasurer.

ARTICLE IX - COMMITTEES

The Board may appoint an Architectural Control Committee, as provided in the Declaration, and shall appoint other committees as it deems appropriate in carrying out its duties.

ARTICLE X - BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles and these By-Laws shall be available for inspection by any Member of the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI - ASSESSMENTS

Section 1. Annual Budget. The Treasurer shall prepare and submit a copy of the proposed budget to each Board member during the month of November. The Board shall act on the proposed budget during the second week of December. After Board approval, the Secretary shall submit a copy of the proposed budget to each member of the Association prior to the annual meeting. The Annual Budget may be increased by a maximum of 10% over the previous Annual Budget by the Board. In the event of a proposed increase of more than 10%, such increase must be approved by a majority of the votes cast as a regular or special meeting.

Section 2. Capital Improvements. Any assessment for Capital Improvements shall require the approval of two-thirds (2/3) of the votes of the total membership, at a regular or special meeting.

Section 3. Special Assessments. In the event of the necessity of a Special Assessment, a Special Meeting of the Membership shall be called at which a majority vote of those present in person or by proxy shall approve or disapprove of such special assessment.

Section 4. Payment of Assessments. All payments of assessments shall be due within thirty (30) after the mailing of bills for such assessments. The Treasurer shall certify that such mailings were made and the date mailed. Each member shall pay the pro rata share for each lot owned by such member. No members may waive or otherwise avoid liability for such assessment by non-use of common areas or abandonment of property. A late penalty of \$5.00 per month will be assessed to each member who has not paid his/her annual assessment within thirty (30) days after the due date for such assessments. The Board shall have the authority to take any and every legal method, including the above cited penalty for lateness, to collect overdue assessments. The Board shall also have the authority to increase the \$5.00 per month late penalty should such action be necessary to maintain the financial integrity of the association.

ARTICLE XII - AMENDMENTS

Section 1. Amendments. These By-Laws may be amended at either a regular or special meeting of the membership, as set forth in Art. XII (B) OF THE Article of Incorporation.

ARTICLE XIII - PARLIAMENTARY RULES

Robert's Rules of Order (latest edition) shall govern the conduct of the meetings of the Board and Members when not in conflict with the Declaration, the Articles or these By-Laws.

The undersigned certify that these By-Laws were approved by three-quarters (75%) of all voting members of the Association at a duly held meeting and supercedes the original By-Laws and all previous Amendments.

LUCERNE LAKES HOMEOWNER'S
ASSOCIATION, INC. VILLAGE 1

11-28-12

Date

11/28/12

Date



Stewart Norman, President



Marie Taratino, Secretary

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Stewart Norman to me well known to be the person described in and he executed the foregoing

Mail to Stewart Norman
7210 Pineforest Circle East
Lake Worth Fl 33467

Mar-07-2001 07:53am 01-081868
ORR 12354 Pg 1745

**SECOND AMENDED AND RESTATED DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF LUCERNE LAKES**

THIS AMENDED AND RESTATED DECLARATION, made this 6th day of
March, 2001, by LUCERNE LAKES HOMEOWNERS ASSOCIATION, INC.
... A Florida NOT FOR PROFIT CORPORATION.

WHEREAS, said Declaration was previously filed in the Public Records of Palm Beach
County, Florida, Book 12121 Pages 1768 through Page 1777 inclusive.

WHEREAS, in order to preserve and protect the value and desirability of the Property,
the Homeowners Association deems it prudent to place this Declaration of Covenants,
Conditions and Restrictions ("Declaration") of record and to impose same against the Property.

NOW, THEREFORE, The Association hereby declares that all of the Property as
described in Exhibit A shall be held, sold and conveyed subject to the following easements,
restrictions, covenants and conditions, which are for the purpose of protecting the value and
desirability of, and which shall run with the Property and be binding on all parties having any
right, title or interest, in the Property or any part thereof, their heirs, successors and assigns, and
shall inure to the benefit of each owner thereof.

ARTICLE 1
DEFINITIONS

SECTION 1. "Association" shall mean and refer to LUCERNE LAKES
HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

SECTION 2. "Common Areas" shall mean all real and personal property owned or
maintained by the Association, including streets, lakes, drainage canals, bicycle paths and storm
sewer systems located on the Property which are not dedicated to the public.

SECTION 3. "Lot" shall mean and refer to any plot of land shown upon recorded
subdivision plats of the Property with the exception of the Common Areas.

SECTION 4. "OWNER" shall mean and refer to the record owner, whether one or
more persons or entities, of the fee simple title to any Lot and residence constructed thereon
which is a part of the Property, including contract sellers, but excluding those having such
interest merely as security for the performance of an obligation.

SECTION 5. "Property" shall refer to that certain real property described in Exhibit "A" attached hereto.

SECTION 6. "Unit" shall mean and refer to the residential dwelling constructed upon the Lot.

SECTION 7. "Singular and Plural" shall whenever used, and if the context so permits, be inclusive of each other, and "Gender" shall mean and refer to all genders.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Areas which right and easement shall be appurtenant, and shall pass with the title, to every lot provided that said right and easement shall not include the right to cross any lot to reach any Common Areas.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws of the Association ("By-Laws"), his rights of enjoyment to the Common Areas and facilities located thereon to the members of his family, his tenants, or contract purchasers who reside on his Lot, but may not transfer said rights apart from the Lot.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Lot shall be a Member of the Association ("Member"). Membership shall be appurtenant to, and may not be separated from, the ownership of any Lot which is subject to Assessment. Each lot shall be entitled to one vote regardless of the number of Owners of each lot.

Section 2. The Association shall have the right to suspend the voting rights applicable to each Lot for any period during which any Assessment remains unpaid.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual assessments ("Annual Assessments") and Special Assessments ("Special Assessments") for maintenance, repair and replacement of the capital improvements to, the Common Areas, and the cost of operating and maintaining street lights, sprinkler systems and landscaping along Luerne Lakes Boulevard,

Palm Beach County, Florida, from Lake Worth Road to the L 13 Canal (excluding areas covered by the Lucerne Lakes Master Association, Inc.) all such assessments ("Assessments") to be established and collected as hereinafter provided. The Annual and Special Assessments, together with interest, costs, reasonable attorney's fees and charges for late payment which may, from time to time, be imposed by the Association, shall be a charge and continuing lien upon the Lot against which each Assessment is made. The lien shall be evidenced by an instrument executed by the Association and recorded among the Public Records of Palm Beach County, Florida, and shall be entered in the manner provided by law for the enforcement of mechanic's and materialmen's liens. Each such Assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time the Assessment became due and payable and such obligation may be enforced by an action instituted by the Association.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the recreation health, safety and welfare of the residents in the Property and for the improvement, maintenance, repair and replacement of the Common Areas. In addition to the above we will have a separate assessment included in your bill listed as a separate item a Cable charge. As not all Homeowners have Cable we will not bill these homeowners who are not subscribing to Cable but it will be required that upon change of ownership of that property said new homeowner must subscribe to Cable under our bulk contract.

Section 3. Maximum Annual Assessment. As of January 1, 2000 the Agreed Assessment is \$105.00 per Lot, payable semi-annually in installments of \$52.50. All Assessments shall be fixed at a uniform rate for all Lots plus Cable as described in Section 2.

(a) From and after January 1, 2000 the Annual Assessment may be increased by not more than Ten (10%) percent above the Annual Assessment for the previous year without a vote of the Members of the Association. Cable as billed by the Cable provider divided by 236 plus an amount needed to cover non cable users. This addition shall cease upon the Community having 100% participation in cable use.

(b) From and after January 1, 2000 the maximum Annual Assessment may be increased by more than said Ten (10%) percent by the affirmative of two-thirds (2/3) of the Members voting in person or by proxy, at a meeting duly called for such purpose. Cable assessment as described in Section 2 and Section 3. a & b.

(c) The Board of Directors of the Association ("Board") shall fix the Annual Assessment in an amount not in excess of the permissible maximum and shall send each Member written notice of the amount to be assessed whether it be an Annual or Special Assessment.

Section 4. Subordination of the Lien to Mortgages.

(a) The Lien of the Assessments shall be subordinate to the lien of any first mortgage encumbering a Lot executed in favor of institutional mortgagees which shall include

banks, savings and loan associations, insurance companies and mortgage bankers. In no event shall any second mortgage or other junior mortgage take priority over the Assessment Lien.

(b) The sale or transfer of any Lot shall be subject to any Assessment Liens, but the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the Lien of such sale or transfer. No sale or transfer of any type shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

ARTICLE V
ARCHITECTURAL CONTROL

No building, fence, wall, sign or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to, change or exterior alteration therein be made without prior approval of the Architectural Control Committee ("Committee"). The Committee shall have full and absolute authority to approve or disapprove any such additions, changes or alterations.

ARTICLE VI
GENERAL PROVISIONS

Section 1. Maintenance of Units. Each owner shall keep and maintain his Lot and Unit its equipment and appurtenances, in good order, condition and repair, and shall promptly perform all maintenance and repair within his Unit and Lot which, if omitted would affect the Property in its entirety, the portions belonging to other Owners or would affect other Units. In this regard, each Owner shall be responsible for the maintenance of his Unit and Lot, shall have his lawn mowed, edged and kept free of noxious vegetation, shall remove and replace dead grass, trees and shrubs and shall keep the same in a neat and orderly fashion. Should he fail to do so, the Association may enter upon the Lot of the Owner for the purpose of maintaining and/or repairing said Lot and/or the costs incident to said maintenance and/or repair or replacement shall be the personal obligation of the Lot Owner and shall become a lien against the subject Lot with the same force and effect of a lien created by said Owner's failure to pay Assessments when due. Each owner shall maintain any rights of way, common areas or easements areas contiguous to his Lot and landscaping to asphalt adjoining his lot.

Section 2. Enforcement. The Association, or any Owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, as the same be amended. The failure of the Association or any Owner to in-force any covenants, restrictions or provisions shall not be deemed a waiver of the right to do so thereafter.

Section 3. Amendment

(a) The Covenants, conditions and restriction contained in this Declaration shall run with and bind the Property for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall automatically be extended for successive periods of ten (10) years each unless canceled by a vote of seventy-five (75%) percent of the Members.

(b) This Declaration may be terminated prior to the expiration of the initial twenty (20) years or the expiration of any ten (10) year extension period, only by the consent of all Members.

(c) This Declaration may be Amended by an instrument signed by not less than seventy-five (75%) percent of the Members. Any Amendment shall be recorded among the Public Records of Palm Beach County, Florida provided however, that in the event of the United States Department of Housing and Urban Development (HUD) or other governmental agency requires a modification of the Declaration or the By-laws or Articles of Incorporation of the Association said amendment may be approved by a majority vote of the Board without necessity of approval of the Owners.

ARTICLE VII

COMMON AREAS - SWIM CLUB

Section 1. The Common Areas shall consist of that portion of the real property described in the original document as Exhibit A as attached hereto other than the Lots. The Swim Club was constructed on property as shown on Exhibit B.

Section 2. There are also Recreational Facilities including swimming pool, surrounding deck, clubhouse, shuffleboard courts, green area and two parking lots adjacent to the Club House. Use of the Recreational Facilities will be limited to those owners who have paid a special fee to the Association. These owners shall be designated as being HO/S members. All others shall be Group HO members.

Section 3. The Association is responsible for the maintenance, repair and replacement of the Recreational Facilities. Any Lot Owner who is currently a Group HO member of the Association shall continue to pay to the Association only the Annual and Special Property Assessments until such time as the Group HO Member either (1) agrees to change membership status from Group HO to Group HOS at which time the Lot Owner shall pay the prevailing Recreational Facilities entry fee and Receptiional Facilities Assessments , or (2) upon conveyance of LOT at which time the purchaser by accepting the deed, shall become a Group HOS member responsible for the Recreational Assessments and for the prevailing entry fee. When any Lot Owner who is currently a Group HOS member of the Association sells the Lot Owners Lot the purchaer shall automatically be a Group HOS member responsible for the Recreational Assessments.

Section 4. The Association's Board of Directors shall appoint a committee to oversee the Recreational Facilities ("Recreational Committee"). The initial Recreational Committee shall consist of the Board of Directors of the Lucerne Lakes Swim Club, Inc., which corporation will be merged into the Association.

Section 5. The Recreational Facilities Assessments will be kept in a separate account used solely for the benefit of the Recreational Facilities. All checks issued from the Recreational Facilities account must be signed by at least one (1) member of the Board of Directors and one (1) member of the Recreational Committee. The Association may eliminate the seperation of assets when the Group HOS membership reaches 225 members or all of the assets in the separate account have been used.

ARTICLE VIII SPECIFIC PROVISIONS

Section 1. Land Use. No Lot shall be used except for residential purposes. No business, profession or trade of any type shall be conducted on any portion of the Property. No building shall be erected, altered, placed or permitted to remain on any Lot other than one single-family, detached dwelling not to exceed one (1) story in height.

Section 2. Easements Easements for the installation and maintenance of utility and drainage facilities are reserved as shown on the plats of the Property. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, the direction or flow of drainage channels in the easements, or obstruct or retard the flow of water through drainage channels in the easements, except with the consent of the Committee and the appropriate governmental agency having jurisdiction. The easement area of each Lot and all improvements in it shall be continuously maintained by the Owner of the Lot except for those improvements for which a public authority or utility company is responsible.

Section 3. Nuisances No noxious or offensive activity shall be carried on any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 4. Temporary Structure. No structure of a temporary character, trailer, basement, tent, shack, barn or other outbuilding shall be placed, erected or used on any Lot at any time, temporarily or permanently.

Section 5. Signs. No sign of any kind shall be displayed to the public view on any lot except signs for sale of said property which shall not exceed 2' x 2'.

Section 6. Pets. Dogs, cats or other household pets may be kept provided that neither they nor any other animals or poultry may not be kept, bred or maintained for any commercial purpose and further provided that dogs are kept on leashes.

Section 7. Waste and Rubbish Disposal No Lot shall be used or maintained as dumping ground for rubbish, trash, garbage or other waste. Sanitary containers shall be used for storage of all such material and such containers shall be kept in garages.

Section 8. Water Supply And Sewerage. No individual well shall be permitted on any Lot except for irrigation. No swimming pools may be constructed on any Lot.

Section 9. Visibility at Street Intersections. No obstruction to visibility at street intersections shall be permitted.

Section 10. Commercial Trucks, Trailers and Boats. In order to maintain the high standards of the subdivision with respect to residential appearance, no trucks or commercial vehicles, boats, house trailers, boat trailers or trailers of every other description, including campers or any vehicle registered RV shall be permitted to be parked or stored at any place on the Property, nor shall any motor vehicles be parked on any portion of the Property for the purpose of repairing or maintaining the same. If any such repair or maintenance is to be performed, it shall be done within garages. The prohibitions in this section shall not apply to the temporary parking of trucks and commercial vehicles for pickup, delivery and other commercial services.

Section 11. Antennas. No television or radio antenna or tower shall be Constructed upon any Lot or be attached or connected in any manner to the exterior of any structure on any Lot.

Section 12. Painting. All painting to the exterior of the house must be approved by the Architectural Committee prior to Painting. The Architectural Committee will provide a list of colors . The roof shall remain the type as now exists.

Section 13. Yards. No swimming or wading pools, playground equipment, permanent barbecue pits, fences, hedges or obstructions between Lots (rear, front or side) shall be placed, located or constructed upon any Lot, and with respect to fences, hedges and

obstructions notwithstanding the provisions of Article VI, Section 3c above, this Declaration may not be amended to permit the construction of any fences, hedges or obstructions on any Lot. Notwithstanding the foregoing, all Lots adjacent to Lucerne Lakes Boulevard shall have fences, hedges or a row of trees on the rear Lot line. With respect to fences, the same shall not be construed to include decorative, architectural walls or treatments in the front of each unit, but no such wall or treatment shall be constructed on either side or in the rear of any unit. Rock yard area not to exceed 100 sq. feet of coverage.

Section 14. Outdoor Clothes Drying. Outdoor clothes drying activities are hereby prohibited and no such activities shall be conducted on any portion of any Lot or the Common Areas.

Section 15. Housing for Older Persons. The property, Lots and Units within the Lucerne Lakes Development are designed and intended to be an adult community to provide housing for residents who are fifty-five years of age or older.

(a) Except as provided below, no Unit shall at any time be permanently occupied unless one permanent occupant is fifty-five years of age or older.

(b) The Board of Directors in its sole discretion shall have the right to provide a hardship exemption to individuals between the ages of eighteen and fifty-five to reside in the Lucerne Lakes development; however, the exemption shall not be permitted or permitted to continue when the exemption would result in more than fifteen percent of the Lucerne Lakes development not having in each Unit at least one resident fifty-five years of age or older. Exemptions shall be restricted to the following situations:

- (1) An owner who obtained title to a Unit by inheritance or devise, or
- (2) Occupancy by a surviving spouse, permanent partner or other permanent Unit resident of an occupant who died as a resident of the Unit.

If the Association is unable to grant pending applications for exemptions because to do so would result in less than eighty percent of the Units having less than one resident fifty-five years of age or older, then applications shall be given priority in the following order

1. A surviving spouse, permanent partner or permanent Unit resident occupying the Unit.
2. All others by the date of death of the occupant who died as a resident of the Unit.

Section 16 Rental of Units Any unit that has a change of ownership after the recording of this document will not be allowed to rent the subject property for a period of eighteen months. This restriction shall pertain to any owner who obtained title to the Unit after this document was recorded, through inheritance from a Last Will & Testament or a Family Trust and said Title was legally recorded in the Books of Record of Palm Beach County

