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AMENDED AND RESTATED DECLARATION OF RESTRICTIONS.

RESERVATIONS AND COVENANTS FOR THE CLOISTERS

A/K/A VILLAGES OF WOODLAKE

KNOW ALL PERSONS BY THESE PRESENTS:

The original Declaration of Restrictions, Reservations and Covenants was recorded on February 24, 1981, in Official Record Book 3469, at Page 1135, et seq.; and was amended thereafter. The original Declaration of Restrictions, Reservations and Covenants with amendments, is hereby amended in part and restated in its entirety.

Section 1. DEFINITIONS. The following definitions shall apply in this Declaration and in the Articles of Incorporation and By-Laws, unless the context otherwise requires:

- 1.1 "Articles" means the Articles of Incorporation, as amended from time to time.
- 1.2 "Assessment" means a share of the funds required for the payment of common expenses which from time to time is assessed against all of the Units.
- 1.3 "Association" means CLOISTERS PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation not for profit, its successors, assigns and legal representatives.
- 1.4 "Board of Directors" or "Board" means the representative body which is responsible for the administration of the Association's affairs.
- 1.5 "By-Laws" mean the Amended and Restated By-Laws, as amended from time to time.
- 1.6 "Common Area" or "Common Areas" means and refers to all real and personal property, including improvements, owned by or dedicated to the Association for the common use and enjoyment of the Owners.
- 1.7 "Community" means the real estate development comprising the Properties.
- 1.8 "Declaration" means this instrument, as amended from time to time.

THIS INSTRUMENT PREPARED BY:
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1.9 "Developer" means SOUTHEAST AMERICAN DEVELOPMENT CORPORATION, a Florida Corporation, its successors, assigns and legal representatives.

1.10 "General Plan of Development" means that plan as approved by appropriate governmental agencies which shall represent the total general scheme and general uses of land comprising the Properties, as it may be amended from time to time.

1.11 "Governing Documents" mean and include this Declaration and all Exhibits, including the Restated Articles of Incorporation and Amended and Restated By-Laws, as amended from time to time.

1.12 "Guest" means any person who is not a member of the family occupying a Unit, and who is physically present in, or occupies the Unit at the invitation of the Owner or other legally permitted occupant, without requirement to contribute money, perform any services or provide any other consideration to the Owner or Lessee in connection with occupancy of the Unit. A permanent occupant of a Unit shall not be considered as a Guest. Furthermore, an Owner of a Unit shall never be considered a Guest in the Unit he owns, unless the Owner is visiting his Lessee in his Unit.

1.13 "Institutional Mortgagee" means the holder (or its assignee) of a mortgage against a Unit, which mortgagee is a bank, savings and loan association, mortgage company, insurance company, real estate or mortgage investment trust, pension or profit sharing trust, the Federal Housing Administration, the Veterans Administration, or any agency of the United States of America. The term also refers to any holder of a mortgage against a Unit which mortgage is guaranteed or insured by the Federal Housing Administration, the Veterans Administration, any agency of the United States of America, or by any other public or private corporation engaged in the business of guaranteeing or insuring residential mortgage loans, and their successors and assigns. "Institutional First Mortgagee" means the foregoing, but is limited to the holder of a first mortgage.

1.14 "Lease" means the grant by an Owner of a temporary right of use of the Owner's Unit for valuable consideration.

1.15 "Member" or "Member of the Association" means a record Owner of a Unit.

1.16 "Occupy" shall mean and refer to the act of being physically present in a Unit for two (2) or more consecutive days, including staying overnight. "Occupant" is a person who occupies a Unit. A "permanent occupant" means a person who is occupying a Unit other than as a Guest or for a vacation.

1.17 "Owner" or "Unit Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Unit, but excluding those having such interests merely as security for the performance of an obligation.

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1.18 "Primary Institutional Mortgagee" means that institutional mortgagee which, at the time a determination is made, holds first mortgages on more Units in the Community than any other institutional mortgagee, such determination to be made by reference to the number of Units encumbered, and not by the dollar amount of such mortgages.

1.19 "Primary Occupant" means a designated natural person approved for occupancy when title to a Unit is held in the name of a corporation, business-named partnership or in the name of a trust.

1.20 "Properties" means all real property, including improvements thereon, which are now or hereafter made subject to this Declaration.

1.21 "Rules and Regulations" means those rules and regulations promulgated from time to time by the Board of Directors, governing the use of the Properties, including the Units, and the operation of the Association. The foregoing shall also include Architectural Guidelines adopted from time to time by the Architectural Control Committee or Board of Directors, unless the context requires otherwise.

1.22 "Subdivision Plat" or "Plat" means collectively, The Village of Woodlake Plat No. 1 as recorded in Plat Book 39, Pages 173, and The Village of Woodlake Plat No. 2, Plat Book 45, Pages 172-174; Public Records of Palm Beach County, Florida.

1.23 "Unit" means and refers to each lot shown on the Subdivision Plat on which a single family, residential dwelling/home is constructed. Reference in the Governing Documents to "Unit" shall include the dwelling structure as well as all other portions of the lot, unless the context requires otherwise.

1.24 "Voting Interest" means and refers to the arrangement established in the Governing Documents by which the Owners of each Unit collectively are entitled to one vote in Association matters. There are 143 Units, so the total number of voting interests is 143 votes.

1.25 "Definitions as used in the Governing Documents shall include the following:

1. "ACT" shall mean and refer to the (Federal) Fair Housing Amendments Act of 1988 (Pub.L.100-430, approved September 13, 1988; 102 STAT.1619).
2. "ADMINISTRATIVE RULES" shall mean and refer to the administrative rules promulgated by the Secretary of the Housing and Urban Development interpreting and implementing the ACT.
3. "EXEMPTION THREE" shall mean and refer to the exemption for housing for older persons (55 or over housing) provided for in Section 807(b)(2)(C) of the ACT.

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Section 2. PROPERTY SUBJECT TO THIS DECLARATION.

2.1 Legal Description. The real property which is and shall be transferred, sold, conveyed and occupied subject to this Declaration, is as stated in Exhibit "A" attached to and made a part of this Declaration.

2.2 Additional Property. The Association shall be permitted to add property outside of the property described in Exhibit "A", to become part of the Community and subject to this Declaration, only as permitted by Section 3.2.L of the Articles of Incorporation (relating to annexation).

Section 3. EASEMENTS; COMMON AREA; PARTY WALLS.

3.1 Easements. Each of the easements and easement rights referred to in this Section 3, is reserved through the Properties and is a covenant running with the land in the Community, and notwithstanding any other provisions of this Declaration, shall survive the removal of any of the Properties from the Community. None of the easements specified in this Section may be encumbered by any leasehold or lien other than those on the Units. Any lien encumbering these easements shall automatically be subordinate to the rights of the Owners with respect to such easements.

A. Utility Service and Drainage Easements. The Association has the power, without the joinder of any Owner, to grant easements such as electric, gas, cable television, or other utility or service easements, and drainage easements, or with respect to security, surveillance or communication, or relocate any existing easements, in any portion of the Common Area, and to grant access easements or relocate any existing access easements in any portion of the Common Area, as the Association shall deem necessary or desirable for the proper operation and maintenance of the Community. Such easements, or the relocation of existing easements, may not prevent or unreasonably interfere with the use of the Units. The Association may also transfer title to utility-related equipment, facilities or material, and to take any other action to satisfy the requirements of any utility company or governmental agency to which any such utility-related equipment, facilities or material are to be so transferred. Utility as referred to herein means a public or private utility.

1. The Board of Directors of the Association or its designee shall have a right to remove any improvements interfering with or impairing such facilities or easements herein reserved. No Owner shall do anything within or outside his/its Unit that interferes with or impairs or may interfere with or impair, the provision of such utility or other services or drainage facilities or the use of these easements.

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2. In addition to the foregoing, the following shall apply with respect to easements for drainage: There is hereby reserved an easement for drainage from each Unit onto an adjoining Unit and the Common Area. It shall be the responsibility of the Owner of the Unit for whose benefit this easement has been created, to insure that the drainage flow from his Unit remains open and free. It shall be the responsibility of the Association to insure that the drainage flow from the Common Area, remains open and free.

- B. Maintenance. There is hereby reserved to the Association an easement over the Common Area for the Association's maintenance obligations pursuant to this Declaration. This easement shall also apply over, on, across, under and through each Unit for the Association's maintenance obligations under Section 6 of this Declaration.
- C. Encroachments. If any Unit encroaches upon any of the Common Area for any reason other than the intentional act of an Owner, or if any Common Area encroaches upon any Unit, then an easement shall exist to the extent of that encroachment as long as the encroachment exists.
- D. Ingress and Egress. A non-exclusive easement shall exist in favor of each Owner and occupant, their respective guests, tenants, licensees and invitees for pedestrian traffic over, through, and across sidewalks, streets, paths, walks, and other portions of the Common Area as from time to time may be intended and designated for such purpose and use, and for vehicular and pedestrian traffic over, through, and across such portions of the Common Area as from time to time may be paved or intended for such purposes, and for purposes of ingress and egress to the public ways.
1. Speed bumps shall be permitted and shall be deemed not to violate any rights of any person in whose favor the easement for ingress and egress lies provided that a majority of the voting interests of all members vote to approve same.

3.2 Common Area.

- A. Purposes Intended. Common Area shall be used for the purposes intended.
- B. Use Fees. The Association, through its Board of Directors, is empowered to charge fees for the use of the Common Area, unless and to the extent prohibited by the Governing Documents.

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3.3 Party Walls.

- A. General: Each wall built as a part of the original construction of any building containing multiple Units on the dividing line between the Units shall constitute a Party Wall and each Owner of a Unit containing a Party Wall, his heirs, successors and assigns shall have the right to use the same jointly with the other adjacent Owners to the wall as set forth in this Section 3.3. Each Owner shall own that portion of the Wall which stands on his own Unit, with a cross easement of support in the other portion.
- B. Repair and Maintenance: Except as otherwise provided below in Section 3.3.D through H below, the rights and duties for repair and maintenance of the Party Walls shall be as follows: Each Owner shall bear the responsibility to repair and maintain the unfinished surface of that exterior portion of the Wall which is part of his Unit. As to the structural and interior portions of the Wall, each Owner shall share equally in the costs of reasonable repair and maintenance.
- C. Destruction by Fire or Other Casualty: In the event of damage or destruction of the party wall from any cause whatsoever, other than through the negligence or willful misconduct of either Owner, the provisions of Section 10 of this Declaration shall apply.
- D. Easement for Repairs: In the event repairs or reconstruction of a Party Wall shall be necessary, all necessary entries on the adjacent Unit shall not be deemed a trespass so long as the repairs and reconstruction shall be done in a workmanlike manner, and consent is hereby given to enter adjacent Units to effect necessary repairs and reconstruction.
- E. Use: The Owner of any such Unit which contains a Party Wall shall have the right to the full use of the Wall for whatever purposes he chooses to employ subject to the limitation that such use shall not infringe upon the rights of the Owner of the adjoining Unit or his enjoyment of the Wall or in any manner impair the value of the Wall. The term "use" shall and does include normal interior usage such as paneling, plastering, painting, decorating and erection of tangent walls and shelving, but prohibits any form of alteration (other than a minor alteration which would cause an apperture, hole, break or other displacement) of the original structure forming the Party Wall. Additionally, the Owner of any Unit sharing a Party Wall with the adjoining Owner shall not possess the right to cut windows or other openings in the Wall.

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- F. Encroachment Provision. The Owners agree that if any portion of a Unit, including the Party Wall, encroaches upon another, a valid easement for the encroachments and maintenance of same, so long as it stands, shall and does exist. In the event a Unit or Units is/are partially or totally destroyed and then rebuilt, the Owners of the Units agree that the encroachments, due to construction, shall be permitted.
- G. Mortgages. So long as there shall be a mortgage or mortgages upon any of the Units, this Section 3.3 shall not be modified, abandoned or extinguished without the consent of such mortgagee, and acquisition of one Owner's property by any of the other Owners shall not operate to render these provisions void, useless or extinguished, without the written approval of the holder of any mortgages on such affected Units.
- H. Utility Easement. There shall be an easement granted wherever necessary to those companies furnishing utilities to the Units at the Community enabling them to place centralized meters on the exterior wall of any of the Units. There shall also be an easement to those companies permitting their utility lines to run beneath each Unit as needed.

SECTION 4. ASSOCIATION. The operation of the Community is by the CLOISTERS PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation not for profit, which shall perform its functions pursuant to this Declaration and to the following:

- A. Articles of Incorporation. The Articles of Incorporation of the Association shall be the Articles of Incorporation attached as Exhibit "B", as amended from time to time.
- B. By-Laws. The By-Laws of the Association shall be the Amended and Restated By-Laws attached as Exhibit "C", as amended from time to time.
- C. Membership. The membership of the Association shall be comprised of Owners of the Units, as further provided in the By-Laws.
- D. Limitation on Liability. Notwithstanding its duty to maintain and repair the Common Area and certain portions of the Units, the Association shall not be liable to Owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements.

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Section 5. ASSESSMENTS, CHARGES AND LIENS. The Association has the power to levy and collect assessments against each Unit and Owner in order to provide the necessary funds for proper operation and management of the Community and for the operation of the Association, including both annual assessments for each Unit's share of the common expenses as set forth in the annual budget, and special assessments for any proper common expenses. The Association may also levy Charges against individual Unit(s) and Owner(s) for any amounts, other than for common expenses, which are properly chargeable against such Unit and Owner under the Governing Documents.

5.1 Common Expenses. Common expenses include all expenses of the operation, maintenance, repair, replacement or insurance of the Common Area, the expenses of operating the Association, fines levied by governmental authority, bulk rate cable television charges and fees, and any other expenses properly incurred by the Association for the Community, including any amounts budgeted for the purpose of funding reserve accounts.

5.2 Share of Common Expenses. All Owners and Units shall be assessed equally.

5.3 Ownership. Assessments collected by or on behalf of the Association become the property of the Association. No Owner has the right to claim, assign or transfer any interest therein except as an appurtenance to his Unit. No Owner has the right to withdraw or receive distribution of his share of the common surplus, except as otherwise provided in the Governing Documents or by law.

5.4 Who is Liable for Assessments. The Owner of each Unit, regardless of how title was acquired, is liable for all assessments or installments thereon coming due while he is the Owner. Multiple Owners are jointly and severally liable. Except as otherwise provided in Section 5.8.A below, whenever title to a Unit is transferred for any reason, the transferee is jointly and severally liable with the transferor for all unpaid assessments against the transferor, regardless of when incurred, without prejudice to any right the transferee may have to recover from the transferor any amounts paid by the transferee.

5.5 No Waiver or Excuse From Payment. The liability for assessments may not be avoided or abated by waiver of the use or enjoyment of any Common Area, by abandonment of the Unit on which the assessments are made, by interruption in the availability of the Unit or the Common Area for any reason whatsoever, or by dissatisfaction with the Association and/or its operation and policies. No Owner may be excused from payment of his share of the common expenses unless all Unit Owners are likewise proportionately excused from payment, except as otherwise provided in Section 5.8.A as to certain mortgages.

5.6 Application of Payments; Failure to Pay; Interest; Late Fees; Acceleration. Assessments and installments thereon paid on or before sixty (60) days after the date due shall not bear interest, but all sums not so paid shall bear interest at the highest rate allowed by law on open accounts at the particular time, calculated from the date due until paid. In addition, any

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assessments or installments not paid on or before twenty (20) days after the date due shall result in the imposition of a late fee equal of \$10.00 per late installment. Assessments and installments thereon shall become due, and the Owner shall become liable for the assessments or installments, on the date established in the By-Laws or otherwise set by the Board of Directors of the Association for payment. All payments on account shall be applied to interest, late fees, costs and attorneys' fees, and annual and/or special assessments, in such manner and amounts as the Board of Directors may in its sole discretion determine, notwithstanding any contrary direction from the Owner or his agent; however, the Board of Directors may refuse to accept a partial or insufficient payment, without prejudice to the Association in so doing.

- A. No payment by check is deemed paid until the check has cleared. However, interest and late fees shall be calculated as accruing from the date of the Association's actual receipt of payment. If any special assessment or annual assessment installment as to a Unit becomes more than thirty (30) days past due, the Association shall have the right to accelerate the due date of the entire unpaid balance of the Unit's annual assessment for that fiscal year and/or special assessment, as applicable. The right to accelerate shall be exercised by sending to the delinquent Owner a notice of the exercise, which notice shall be sent by certified or registered mail to the Owner's last known address, and shall be deemed given upon mailing of the notice, postpaid. The accelerated assessments shall be due and payable within ten (10) days after the Association mails notice to the Owner.

5.7 Liens. The Association has a lien on each Unit securing payment of past due assessments, including late fees, interest and paralegal and attorneys' fees and costs incurred by the Association incident to the collection of the assessment or enforcement of the lien, whether before, during or after a lien foreclosure suit or other lawsuit. The lien is perfected upon recording a Claim of Lien in the Public Records of Palm Beach County, Florida, stating the legal description of the Unit, the name of the record Owner, the assessments past due and the due dates. The lien is in effect until barred by law. The Claim of Lien secures all unpaid assessments and charges coming due prior to a final judgment of foreclosure. Upon full payment, the person making the payment is entitled to a satisfaction of the lien.

5.8 Priority of Lien.

- A. Rights of Certain Mortgages. The Association's lien for unpaid assessments shall be subordinate and inferior to any recorded first mortgage or any institutional mortgage, unless the Association's Claim of Lien was recorded before the mortgage, but shall be superior to, and take priority over, any other mortgage regardless of when the mortgage was recorded.

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1. With respect to any such mortgage which has superiority over the Association's Claim of Lien: When the mortgagee or other purchaser obtains title to the Unit as a result of foreclosure of the mortgage, or a deed in lieu of foreclosure, the acquirer of title, its successors and assigns, shall not be liable for any delinquent assessments due and owing to the Association pertaining to the Unit or chargeable to the former Owner of the Unit which became due prior to the acquisition of title as a result of foreclosure or a deed in lieu of foreclosure. These unpaid assessments shall be deemed to be a common expense collectible from all of the Owners, including such acquirer of title, and his successors and assigns.

B. Leases. Any lease of a Unit shall be subordinate and inferior to any Claim of Lien of the Association, regardless of when the lease was executed.

5.9 Foreclosure of Lien; Action at Law. The Association may bring an action in its name to foreclose its lien for unpaid assessments in the same manner in which mortgages are foreclosed in the State of Florida and may also bring an action to recover a money judgment for unpaid assessments without waiving any lien rights. In addition to any assessments due, the Association shall be entitled to recover interest, late fees, and all costs of collection, including Court costs and paralegal and attorneys' fees. Whenever the Association shall bring a lien foreclosure action, the Association shall be entitled to receive a reasonable rental from the Owner, pending litigation, for that time period during which the Owner is in possession of the Unit either by himself, or tenants, guests or other occupants; the Association is entitled to an appointment of a Receiver, which may be the Association, to collect the rent. If some person other than the Association acts as Receiver, then the cost of the Receiver shall be borne by the party which did not prevail in the lawsuit.

5.10 Certificate As To Assessments. The Association shall provide a certificate stating whether all assessments and other monies owed to the Association by the Unit Owner with respect to the Unit have been paid, within fifteen (15) days after request by an Owner or mortgagee. Any person other than the Owner who relies upon such certificate shall be protected thereby.

5.11 Charges.

A. Defined. Each Unit and Owner shall be liable for Charges levied by the Association against the Unit and Owner. Charges shall be deemed to include but not be limited to: maintenance or other services furnished by the Association for the benefit of an Owner; damages; fines; attorneys' fees and paralegal fees incurred by the Association incident to enforcement of the Governing Documents and/or Rules and Regulations of the Association; and any other sums other

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than assessments which are referred to as Charges in the Governing Documents.

- B. Who is Liable for Charges. The Owner of each Unit, regardless of how title was acquired, is liable for all Charges coming due while he is the Owner. Multiple Owners are jointly and severally liable. Except as provided in Section 5.11.E below, whenever title to a Unit is transferred for any reason, the transferee is jointly and severally liable with the transferor for all unpaid Charges against the transferor, regardless of when incurred, without prejudice to any right the transferee may have to recover from the transferor any amounts paid by the transferee.
- C. Application of Payments; Failure to Pay; Late Fees; Interest. Any Charges paid on or before sixty (60) days after the date due as specified in the notice of Charge from the Association shall not bear interest, but all Charges not so paid shall bear interest at the highest rate allowed by law, calculated from the date due until paid. In addition, any Charges or installments not paid on or before twenty (20) days after the date due shall result in the imposition of a late fee of \$10.00 per late installment. All payments on account shall be applied to interest, late fees, costs and attorneys' fees, and Charges, in such manner and amounts as the Board of Directors may in its sole discretion determine, notwithstanding any contrary direction from the Owners or his agent; however, the Board of Directors may refuse to accept a partial or insufficient payment, without prejudice to the Association in so doing. No payment by check is deemed paid until the check has cleared. However, interest and late fees shall be calculated as accrued from the date of the Association's actual receipt of payment.
- D. Lien. The Association has a lien on each Unit securing payment of past due Charges, including interest, late fees and attorneys' and paralegal fees and costs incurred by the Association incident to the collection of the Charges or enforcement of the lien, whether before, during or after a lien foreclosure suit or other lawsuit. The lien is perfected upon recording a Claim of Lien in the Public Records of Palm Beach County, Florida, stating the legal description of the Unit, the name of the record Owner, the Charges past due and the due dates. The lien is in effect until barred by law. Upon full payment of all sums secured by the Claim of Lien, the person making the payment is entitled to a satisfaction of the lien.
- E. Priority of Lien.
1. Rights of Certain Mortgages. The Association's lien for Charges shall be subordinate and inferior to any

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recorded first mortgage or any institutional mortgage, unless the Association's Claim of Lien was recorded before the mortgage, but shall be superior to, and take priority over, any other mortgage regardless of when the mortgage was recorded.

- (a) With respect to any such mortgage which has superiority over the Association's Claim of Lien: When the mortgagee or other purchaser obtains title to the Unit as a result of foreclosure of the mortgage, or a deed in lieu of foreclosure, the acquirer of title, its successors and assigns, shall not be liable for any delinquent Charges due and owing to the Association pertaining to the Unit or chargeable to the former Owner of the Unit which became due prior to the acquisition of title as a result of foreclosure or a deed in lieu of foreclosure. These unpaid Charges shall be deemed to be a common expense collectible from all of the Owners, including such acquirer of title, and his successors and assigns.
2. Leases. Any lease of a Unit shall be subordinate and inferior to any Claim of Lien of the Association, regardless of when the lease was executed.

- F. Foreclosure of Lien; Action at Law. The Association may bring an action in its name to foreclose its lien for unpaid Charges in the same manner that mortgages are foreclosed in the State of Florida, and may also bring an action to recover a money judgment for the unpaid Charges without waiving any lien rights, and shall be entitled to recover interest, late fees, and all costs of collection, including Court costs and paralegal and attorneys' fees.

5.12 Exempt Property. The following property subject to this Declaration shall be exempted from the Assessments, Charges and Liens created under this Declaration:

- A. All Properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;
- B. All Common Area exempted from taxation by state or local governments upon the terms and to the extent of such legal exemption.

Section 6. MAINTENANCE, REPAIR AND REPLACEMENT; MAINTENANCE STANDARDS. Responsibility for the protection, maintenance, repair and replacement of the Properties, and maintenance standards shall be as follows. However, in the event of a casualty, the provisions of Sections 9 and 10 of this Declaration

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shall control rather than this Section 6:

6.1 Association Maintenance. In addition to other provisions contained elsewhere in this Declaration, the following Properties and other real property shall be protected, maintained, repaired and replaced by the Association at the expense of the Association, as an item of common expense:

- A. Common Area. All Common Area, except for those portions described in Section 6.2.D.
- B. The Unit. All exterior portions of the Unit, and all structural portions of the Unit, except for those portions described in Section 6.2 below to be the responsibility of the individual Owner. This responsibility includes lot landscape maintenance, including fertilization and spraying, and irrigation (if installed by the Developer), but excludes any obligation to replace or install landscaping and excludes any items referred to in Section 6.2.A.1 below. The responsibility also includes the maintenance, repair and replacement of exterior light fixtures, including the replacement of photocells and lights.
- C. Utilities and Plumbing. The responsibility for the maintenance, repair and replacement of water and sewer, electric, and plumbing systems and lines shall lie with the Association; only to the extent that there is no responsibility on behalf of any utility provider, and only if the cause of the need for maintenance, repair or replacement is located in the Common Area. The foregoing does not preclude the Association from seeking contribution from any one or more responsible parties, including Owners.
- D. Exterminating. The Association shall be responsible to provide treatment for termites, chinch bugs, fire ants and any other pest control desired by the Board of Directors from time to time with respect to the Common Area and landscaping for which the Association is responsible under Section 6.1.B above.
- E. Non-Common Area. Where reasonably possible, the Association shall also maintain the vegetation, landscaping and irrigation system upon areas which are not within the Properties but abut same and are owned by a utility or governmental authority, so as to enhance the appearance of the Properties. This area includes swale areas or median areas within the right of way of abutting public streets, roads and areas within drainage canal rights of way or other abutting waterways.
- F. Incidental Damage. All incidental damage caused to a Unit by work performed or ordered to be performed by the Association shall be promptly repaired by and at the expense

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of the Association, which shall restore the property as nearly as practical to its condition before the damage.

6.2 Owners Maintenance. Each Owner is responsible, at his own expense, for the maintenance, repair, and replacement of the following Properties:

- A. The Unit. Except for those exterior portions of the Unit described in Section 6.1.B above to be the responsibility of the Association, and except for those exterior portions of the Unit listed in Section 6.2.A.1 below, all portions of the Unit shall be the Owners' responsibility.
1. The Owner shall have the following responsibility as to the exterior portions of the Unit:
 - (a) Landscaping inside the front wall of the Unit.
 - (b) The screen material (but not the posts) which is part of a screen enclosure.
 - (c) Screen doors and screens on windows.
 - (d) All window/door glass and plexiglass.
 - (e) The spring which holds each window in an open position.
 2. Exterior lights on the Units are the only source of lighting for the streets, and Owners and residents must ensure that electric current is supplied to permit the lights to be operated, from dusk to dawn every night.
- B. Utilities and Plumbing. Those items as to utilities and plumbing for which the Association is not responsible under Section 6.1.C above.
- C. Special Provisions for Termite Control. Notwithstanding any provision contained in this Section 6.2 to the contrary, the following shall apply in the event that an entire building requires termite treatment:
1. Circumstances may arise where:
 - (a) There is termite infestation in one or more (but not all) Units in a building; and
 - (b) In order to treat such infestation, the entire building must be treated (such as, tenting of the building).

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2. In the event of the foregoing circumstances (both (1)(a) and (b)), upon written certification from a licensed termite company or concern, the entire building shall be so treated - without the necessity of agreement of all Owners of Units in the building. The cost of the termite treatment shall be shared equally by the Owners of Units in the building, whether or not a particular Unit involved was experiencing termite infestation. If necessary to accomplish the termite treatment, all occupants in the building (whether Owners, lessees or otherwise) must vacate the building for the time period required. Each occupant shall vacate by the date and for the time period requested provided that at least seven (7) days written notice is received by the particular occupant. Notice will be deemed received by all occupants in a Unit if a notice is received by any occupant over the age of seventeen (17) years. Failure or refusal of any occupant to vacate as requested shall entitle the requesting Owner(s) to a temporary injunction ordering removal. The Owner(s) in such an action shall be entitled to costs and reasonable attorneys' and paralegal fees. Each vacating occupant shall bear responsibility for damages and injuries caused to him/her or to his/her Unit/property by the termite treatment, without any action against any other Owner or occupant. (This shall not preclude any action where an Owner's or occupant's negligence or intentional wrongdoing causes damage or injury to another and shall not preclude an action against the termite control company or concern). Each vacating occupant shall also be responsible for his/her own lodging, meals and other expenses in connection with vacating of the Unit, without any contribution from any other Owner or occupant.
3. Arbitration. In the event of any dispute arising under the provisions of Section 6.2.C.1 and 6.2.C.2 above, including disagreement with exterminations made or validity of costs incurred by Owner(s) authorizing termite treatment, any party may request the Board of Directors to settle the dispute. In such case, the Board's decision shall be binding; provided, however, that the Board may elect not to act in this capacity, in which case each party shall choose an arbitrator; such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators and shall be binding. Each party shall bear the cost of his arbitrator. Notwithstanding the foregoing to the contrary, any sums to be paid (whether through arbitration or

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otherwise) may be collected through Court action.

- D. Driveways. Should an Owner paint his or her driveway as permitted and authorized by Section 7.12.E of this Declaration, same shall be done at his or her own expense, even though a portion of the driveway is situated in the Common Area. However, the Association shall be responsible for the maintenance, repair and replacement of the driveways (other than to paint). Furthermore, should the painted surface peel, crack or bubble on its own, or should the painted surface peel, crack, bubble or be removed in the course of the Association's maintenance, repair and replacement, the Association shall NOT be responsible to replace the paint or repaint.

6.3 Maintenance Standards for Owners and Residents. The maintenance obligations of the Owners and residents under this Declaration shall be performed to ensure a first class and high quality appearance of the Community at all times. Each Owner must perform promptly all maintenance, repairs and replacement for which the Owner is responsible, which are necessary to ensure such first class and high quality appearance. Each Owner shall promptly report to the Association or its agents any defect or need for repair on the Properties for which the Association is responsible to maintain, repair and replace under this Declaration. No Owner or resident shall impede or otherwise perform or interfere with the maintenance responsibilities of the Association under this Declaration. No Owner or resident shall do anything which shall adversely affect the safety or soundness of the Properties; the opinion of the Board of Directors shall control in determining whether the safety or soundness of the Properties is adversely affected. No Owner shall make any alteration or improvement to the Common Area. Each Owner and resident shall be governed by maintenance standards which may be adopted from time to time by the Association. The following constitutes maintenance standards for the Owners and residents, which the Board of Directors of the Association is empowered to supplement from time to time without having to amend this Declaration:

- A. Glass and Plexiglass. Broken or cracked glass or plexiglass shall be immediately replaced for safety concerns as well as cosmetic reasons.
- B. Screens. Torn, cut or otherwise damaged screening shall be replaced with new materials as reasonably soon as possible after the damage occurs.

6.4 Alterations and Improvements by the Association. The Association shall not make any structural alterations or improvements to any of the structures situated on the Properties (Common Area included) without first obtaining the vote of a majority of the entire Board of Directors and the vote of a majority of the voting interests of those members present in person and by proxy at an Owners' meeting. For purposes of this Section 6.4 only, the term "structural alterations or improvements" means the following:

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- A. The removal of any portion of a structure without a substantially similar replacement, regardless of whether the failure to replace relates to maintenance or protection of the structure; or
- B. Any addition of a structure that was not there before; or
- C. Any addition to an existing structure, unless the addition relates to the maintenance or protection of the existing structure or involves the addition of siding, paneling or the like, or involves remodeling.

Section 7. CONSTRUCTION, ALTERATIONS AND IMPROVEMENTS: ARCHITECTURAL CONTROL COMMITTEE.

7.1 Scope; Review by Committee; Exception. The Developer established a uniform scheme and appearance of the buildings and other improvements in the Community, and the Association desires to uphold this uniform scheme and appearance. Therefore, no Owner shall modify, alter, decorate or change the exterior appearance of the Unit, to include any modification, alteration, decoration or change made on the interior of the Unit which can be viewed from the outside of the Unit, to include the addition of landscaping or replacement of landscaping with a different kind of plant species, unless same is specifically allowed in this Section 7 or elsewhere in this Declaration, and only if the Owner first obtains the prior written approval of the Architectural Control Committee and fully and strictly complies with this Section 7.

- A. Exception. The placement of window treatment (shades, blinds, curtains, and the like) on the interior of the windows is permitted without the need for the approval of the Architectural Control Committee so long as it meets the architectural standards of Section 7.12.1 below.

7.2 Submission of Plans and Architectural Applications. Prior to any modification, alteration or improvement referred to in Section 7.1 above, the Owner must submit one (1) complete set of plans and specifications and plot plans as set forth in Section 7.5.A below, together with architectural application. The plans and specification and plot plans must show to the extent applicable, the exterior design, height, building materials and color scheme thereof, the location of the structure plotted horizontally and vertically, with front, side and rear elevation and floor plans, with reference to the street side and rear lines of the Unit; in a form which would be acceptable to obtain a building permit or in the event a permit is not required, then in a form that would be required if a permit was in fact required. The plans must specify the anticipated time for completion of the modification, alteration or improvement.

7.3 Function of the Architectural Control Committee. The Architectural Control Committee shall be a permanent committee of the Association and shall administer and perform the architectural review and control functions of the Association. The Architectural Control Committee

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shall exercise its best judgment to see that all improvements, construction, landscaping and alterations conform to and harmonize with existing surroundings and structures.

7.4 Composition of the Architectural Control Committee. The Architectural Control Committee shall be composed of all members of the Board of Directors, sitting as the Architectural Control Committee. A majority of the Architectural Control Committee shall constitute a quorum to transact business at any meeting, and the action of a majority of Committee Members present at a meeting at which a quorum is present shall constitute the action of the Architectural Control Committee. Any vacancy occurring on the Architectural Control Committee due to the death, resignation or removal of any member thereof shall be filled by the Board of Directors. Even though the Architectural Control Committee is composed of all Directors, provisions in the Governing Documents relating to Directors (other than indemnification in the Articles) shall not apply to the Architectural Control Committee.

7.5 Powers of the Architectural Control Committee. The Architectural Control Committee shall have the following powers:

- A. To require the submission of samples of building materials and colors proposed to be used, and the provision of such additional information as may be reasonably necessary to evaluate the proposed construction, alteration or improvement.
- B. To institute and require a reasonable filing fee to accompany the submission of plans and specifications, as a means of defraying its expenses.
- C. To approve or disapprove all plans and specifications within thirty (30) days after the Owner submits all fees, and information which is reasonably necessary for the Architectural Control Committee to render its decision under this Section 7. In the event that the Architectural Control Committee fails to take any action within the thirty (30) day period, approval will not be required, and this Section 7 will be deemed to have been fully complied with.
 1. In the event that the Architectural Control Committee disapproves any plans and specifications submitted to it, the Committee shall so notify the applicant in writing, stating the grounds upon which the disapproval was based. The Committee may alternatively approve plans and specifications subject to modifications required in writing by the Committee.
- D. To promulgate rules and regulations of general application, governing the procedures to be followed by the Architectural Control Committee, including the form and content of applications, plans and specifications to be submitted for approval, and the length of time within which an alteration,

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improvement or construction must be completed. The Architectural Control Committee may from time to time adopt architectural guidelines, imposing restrictions in furtherance of the General Plan of Development of the Community, that are not inconsistent with this Declaration. These guidelines shall be supplemental to that contained in this Declaration and need not be approved as an amendment to this Declaration.

- E. By any of its members or appointed agents upon reasonable notice and at any reasonable time, to enter and inspect any Unit for compliance with this Section 7 of this Declaration or any other provision in the Declaration under which the Architectural Control Committee has jurisdiction.
- F. To exercise any other powers delegated to it by other provisions of this Declaration.

7.6 Review Criteria. The Architectural Control Committee may disapprove any plans submitted to it or require modifications to same, for any one or more of the following reasons:

- A. Failure of such plans to comply with any of the protective covenants, conditions and restrictions contained in this Declaration;
- B. Failure to include information in such plans and/or as requested by the Committee;
- C. Objection to the site plan, exterior design, appearance or materials of any proposed alteration or improvements, including without limitation, color or color scheme, finish, proportion, style or architecture, height, bulk or appropriateness of any proposed alteration or improvement;
- D. Incompatibility of the proposed alteration or improvement with existing improvements.
- E. Failure of the proposed alteration or improvement to comply with any zoning, building, health or other governmental laws, codes, ordinances, rules or regulations;
- F. Any other matter which in the judgment and sole discretion of the Committee would render the proposed alteration or improvement inharmonious or incompatible with the General Plan of Development of the Community.

7.7 Permits and Certificates of Occupancy; Compliance.

- A. No person shall have issued a building permit from any governmental authority unless and until the approval of the proposed improvements has been obtained from the

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Architectural Control Committee.

- B. After the plans and specifications and plot plans and other data submitted have been approved by the Architectural Control Committee, no alteration, improvement or structure shall be erected, constructed, placed or maintained upon the Unit unless same shall be erected, constructed, placed or maintained in conformity with the plans and specifications and plot plans approved by the Architectural Control Committee. Any alteration, construction or structure which shall be erected, constructed, placed or maintained which is not in conformity with the plans and specifications and plot plans approved by the Architectural Control Committee shall be deemed to have been undertaken without such approval and to be in violation of this Declaration.
- C. Furthermore, no certificate of occupancy (if applicable) shall be issued unless the Owner(s) have complied with this Section 7.

7.8 Records of Meetings. The Architectural Control Committee shall keep minutes and maintain records of all votes taken at Architectural Control Committee meetings. The Architectural Control Committee may also take action without a meeting by unanimous written consent of all members of the Architectural Control Committee.

7.9 No Waiver. The approval of the Architectural Control Committee of plans and specifications submitted for approval, as herein specified, shall not be deemed to be a waiver by the Architectural Control Committee of the right to object to any of the features or elements embodied in such plans and specifications, if and when the same features and elements are embodied in any subsequent plans and specifications submitted for approval for use on other Units, even if submitted by the same Owner(s) and/or contractor(s).

7.10 Liability for Actions of the Architectural Control Committee. Neither the Board of Directors or Officers of the Association, the members of the Architectural Control Committee, nor any person acting on behalf of any of them, shall be liable for any costs or damages incurred by anyone submitting plans for approval, or any other party, due to any mistakes in judgment, negligence or nonfeasance of the Architectural Control Committee in connection with the approval or disapproval of plans. Neither the Board of Directors or Officers of the Association, the members of the Architectural Control Committee, nor any person acting on behalf of any of them, shall be responsible for any defects in any plans or specifications, nor for any defects in any alterations or improvements constructed pursuant to same. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant to same.

7.11 Advisory Committee. Nothing in this Section 7 shall prohibit the Architectural Control Committee from appointing an advisory committee to assist in the various functions of the Architectural Control Committee;

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however, the final decision making of the Architectural Control Committee cannot be delegated to such a committee....

7.12 Prohibited and Permissible Alterations and Improvements: Architectural Standards. The following constitute certain prohibited alterations, improvements, decoration or changes to the exterior of the Units (including portions of the lot outside of the home); and certain permissible alterations, improvements, decorations or changes to the exterior of the Units (including portions of the lot outside of the home) which are permitted only with the prior approval of the Architectural Control Committee of the Association. The following also constitute architectural standards for the Community, which the Architectural Committee or Board of Directors is empowered to supplement from time to time without having to amend this Declaration:

- A. Screen Patio Enclosures. Screen patio enclosures are permitted but only if they are of the type, color and style of the majority of those in the Community at the time of recording of this Declaration.
- B. Glass Patio Enclosures. A glass patio enclosure is permitted only if it meets the following criteria:
 - 1. The glass must be clear.
 - 2. The glass panels must be the same size that the screen panels are or used to be.
 - 3. The framing must be of the same color as the screen posts in place.
- C. Plexiglass Patio Enclosures. A plexiglass patio enclosure is permitted only if it meets the following criteria:
 - 1. The plexiglass must be clear.
 - 2. The plexiglass panels must be the same size that the screen panels are or used to be.
 - 3. The framing must be the same color as the screen posts in place.
- D. Fences and Walls. No fences or walls other than those originally constructed by the Developer shall be permitted.
- E. Driveway. Driveways shall be of concrete finish, with no style permitted, and with such color(s) as shall be approved by the Architectural Control Committee.
- F. Walkways. There is no limitation on coverings on the walkways from the house up to the fence in front of the house. No coverings shall be permitted beyond there.

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- G. Light Fixtures. No alterations to any exterior light fixtures shall be permitted on any Unit.
- H. Awnings. Awnings shall be permitted as approved by the Architectural Control Committee, provided that the awning is designed to be secured during a storm.
- I. Windows. Reflective material/window tinting is/are permitted on the windows so long as the color is smoked. However, tinting shall not be permitted on any patio enclosure. At no time shall aluminum foil be permitted on the inside or outside of the windows. The backing of window treatment on the interior of the window shall be of such color that it blends harmoniously with the exterior color(s) of the home. No sheets or similar material shall be used as window coverings. Jalousie windows are absolutely prohibited.
- J. Solar Panels. Solar panels/devices are absolutely prohibited.
- K. Antennae; Roof Ventilators; Satellite Dishes; Air Conditioning/Heating Units. There shall be no television or radio masts, towers, poles, antennae or aerials affixed, installed or maintained on any of the properties. No wind driven roof ventilators shall be permitted. However, electric driven roof ventilators are permitted with approval of the Architectural Control Committee. No satellite dishes shall be installed anywhere in the Community. No windows/air conditioning/heating units may be installed on any Unit, it being the intention that only a central air conditioning/heating system is allowed.
- L. Room Additions. Room additions are prohibited (other than the enclosure of an existing patio).
- M. Pools and Spas. No pools or spas are allowed on any Unit.
- N. General. Unless this Declaration provides otherwise: Any alteration or improvement to the exteriors of the Units or which can be viewed from the exteriors of the Units, whether or not specifically referred to in this Section 7.12 or in other Architectural Guidelines of the Architectural Control Committee or Board of Directors, still requires prior written approval from the Architectural Control Committee.

Section 8. USE RESTRICTIONS. The use of the Properties shall be in accordance with the following provisions as long as the Community exists:

8.1 Occupancy of Units; Subdivision.

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- A. Occupancy. Each Unit shall be occupied by Owners and tenants and their family members, guests and invitees, as a residence and for no other purpose.
- B. Subdivision. No Unit may be subdivided into more than one Unit. Only the sale or other transfer of title to entire Units is permitted.

8.2 Age Restriction. The minimum age for permanent occupancy of a Unit shall be eighteen (18) years. This age restriction has been in effect since February 5, 1982. This Section 8.2 shall not prohibit persons under the age of eighteen (18) years from visiting the Community as a Guest, so long as the visitation is limited to a total of not more than one (1) month in any twelve (12) month period. Each day or part of a day that an underaged Guest visits a Unit shall count as one day in the one (1) month computation. This limitation applies to overnight Guests only.

8.3 Pets and Animals. Pets and animals shall be permitted, only as provided for in this Section 8.3:

- A. Pets and animals shall be restricted to one cat or one dog not exceeding twenty (20) pounds measured at maturity; and restricted to two domestic birds; and fish in reasonable numbers.
- B. All dogs and cats must be inoculated against rabies by a duly qualified and licensed veterinarian and shall also be inoculated in like manner in such cases of emergency whenever ordered by the Board of Health of the State of Florida.
- C. When outside of the Unit, all dogs and cats must be accompanied by an attendant who shall have such dog/cat firmly held by collar and leash, which leash shall not exceed eight (8) feet in length. No cats or dogs shall be permitted to run at large outside of the home; this shall not prohibit a cat or dog from being maintained without a leash or other restraint within the patio of the Unit in which the dog or cat resides and/or is maintained.
- D. The owner/custodian of each animal and pet and/or the individual walking same, shall be required to clean up after the pet/animal.
- E. The owner/custodian of the animal or pet shall remove his or her animal or pet from the Community when such animal or pet emits excessive noise such that same may be heard outside of the Unit.
- F. The pet/animal owner and the Unit Owner of the Unit involved shall be strictly liable for damages caused to the Common Area by the pet/animal.

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- G. Any pet/animal owner's right to have a pet/animal reside in or visit the Community shall have such right revoked if the pet/animal shall create a nuisance or shall become a nuisance as may be determined by the Board of Directors of the Association.

8.4 Vehicles and Parking. The following restrictions apply irrespective of whether the Properties in question lie within areas owned by or dedicated to a governmental entity:

- A. General Description of Permitted Vehicles. Only passenger automobiles equipped with original automobile manufacturer's factory design passenger bodies and station wagons may park on the Properties outside of the garage of a Unit. The fact that a Unit may not have a garage shall not preclude the Owners and residents of the Unit from compliance with this Section 8.4.
- B. Prohibited Vehicles or Items. THIS SECTION B CONTAINS PROHIBITED VEHICLES OR ITEMS, WHICH ARE PROHIBITED AND SHALL NOT BE ENTITLED TO PARK EXCEPT WITHIN THE GARAGE WITH THE GARAGE DOOR CLOSED. HOWEVER, IF A VEHICLE OR ITEM IS LISTED IN SECTION C RIGHT BELOW, THEN IT IS ALLOWED NO MATTER WHAT IS STATED IN THIS SECTION B. Without limiting the general provisions set forth in Section A above, the following types of vehicles and items are PROHIBITED and WILL NOT be permitted to park on the Properties except within the garage with the garage door closed:
1. Motorcycles, dirt bikes or other two-wheeled motorized vehicles;
 2. Mopeds and other self-powered bicycles;
 3. Jeeps, Samurais, Broncos, Wagoneers, Range rovers, Blazers and other similarly designed vehicles. However, if they fall into the category of permissible vans under Section 8.4.C(7) below, then they shall be allowed pursuant to that Section; but if they do not, they are not allowed even if they may fall under Section 8.4.A above.
 4. Trucks, including pick-up trucks or any vehicle with a passenger cab and cargo bed, whether covered or uncovered, whether with a bed top or without;
 5. Agriculture vehicles;
 6. Dune buggies, swamp buggies and all terrain and off-road vehicles;
 7. Any trailer or other device transportable by vehicular towing;
 8. Semis, tractors or tractor trailers;

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9. Buses;
 10. Limousines;
 11. Travel trailers;
 12. Boats and boat trailers with or without boats;
 13. Commercial vehicles, which mean motor vehicles which have an outward appearance of being used in connection with business, such as: the vehicle displays work equipment to view and/or is commercially lettered or contains a commercial or business logo;
 14. Vehicles which are not fully mechanically operable, which are unregistrable or which are not currently licensed for use;
 15. Vehicles which are an eyesore;
 16. Motorcycle delivery wagons;
 17. Campers;
 18. Recreational vehicles;
 19. Mobile homes or mobile houses;
 20. Truck mounted campers attached or detached from the truck chassis;
 21. Motor homes or motor houses;
 22. Motor vehicles not having any bodies whatsoever, or incomplete bodies;
 23. Passenger automobiles that have been converted to a different type of motor vehicle by replacing the original body, or by modifying the exterior and/or interior of the vehicle; the only exception is as provided for in Section 8.4.C.7 below;
 24. Passenger automobiles that are noisy, unsightly or junkers;
 25. Vans other than those allowed under Section 8.4.C.7 below.
- C. Exceptions to B. above. The following vehicles shall not be subject to the parking restrictions contained in Section 8 above, and shall be entitled to park within designated areas for parking in the Community, subject to restrictions and provisions contained in Sections D through I below:

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1. Moving vans shall be permitted to park, but not on the grass for the purpose of loading and unloading and at no time shall same park as such during the hours of 9:00 p.m. to 6:00 a.m.
2. Vehicles, regardless of classification, necessary for the maintenance, care or protection of the Properties, during regular business hours, and only for the time period during which the maintenance, care or protection is being provided.
3. Service and delivery vehicles, regardless of classification, during regular business hours and only for that period of time to render the service or delivery in question.
4. Vehicles for handicapped persons, "handicapped" being defined by the ACT.
5. Guest Use. A boat; boat trailer; and a pick-up truck vehicle classified by the State of Florida as having a one-half (1/2) ton carrying capacity or less (with wheels and tires not exceeding manufacturer's specification); owned or leased by Guests may be parked by Guests outside of the garage, only upon registration with and prior written approval of the Board of Directors. Overnight Guests shall have the additional restriction of not being granted the exception in the preceding sentence for in excess of fourteen (14) consecutive days.
6. Grandfather Clause. Any vehicle which was allowed by the original declaration and rules and regulations but which is prohibited by this Amended and Restated Declaration, is grandfathered-in and shall not require compliance with Sections A and B above. However, no such vehicle may be replaced with a vehicle which fails to comply with Sections A and B above.
7. Certain vans which are permitted. Subject to that provided above, a two-axle van as defined below which does not exceed the manufacturers' standard length, height and width of the particular van in a customized converted condition and which is capable of fitting into the size garage (with the door closed) which many Units have in the Community; which is not a vehicle as described in Section 8.4.B(3) above; and which is not a commercial vehicle as defined in Section 8.4.B(13) above; which contains at least two (2) rows of seating and window(s) on each side of the vehicle adjacent to at least each of the first two (2) rows of seating; and which is or would be registered

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in the State of Florida as a passenger station wagon or any equivalent; shall be permitted to park on the Properties only upon prior registration and approval of the Board of Directors. The Owner or custodian of the vehicle shall submit to the Association, reasonable information and documentation (including title and/or registration and/or vehicle specifications) concerning the vehicle in connection with the registration and approval process.

A "van" shall mean any motor vehicle which is recognized by the manufacturer to be a type of a van. Notwithstanding the foregoing to the contrary, a pick-up truck shall not be considered to be a van by the addition of a camper top or similar covering.

- D. The Board of Directors shall have the absolute discretion to determine that any vehicle or item is not in conformance with the overall appearance of the Community or with the provisions contained in this Section 8.4.
- E. No motor vehicle, including moving vans, shall be parked at any time on the grass/swales within the Community (except for the landscaping equipment at the direction of the Board of Directors). No vehicle shall be parked on the streets.
- F. Except where safety dictates otherwise, horns shall not be used or blown while a vehicle is parked, standing in or driving through parking areas and/or streets. Racing engines and loud exhausts shall be prohibited. No vehicle shall be parked with motor running.
- G. No repair (including changing of oil) of a vehicle shall be made within the Community except for minor repairs necessary to permit removal of a vehicle. However, washing or waxing of a vehicle is permitted.
- H. Remedy of Towing. If upon the Association's provision of that notice required by Section 715.07, Florida Statutes, as amended from time to time, an offending vehicle owner does not remove a prohibited or improperly parked vehicle from the Community, the Association shall have the option and right to have the vehicle towed away at the vehicle owner's expense. By this provision, each Owner and vehicle owner provides the Association with the necessary consent to effect the tow.
- I. Alternative/Concurrent Remedies. Whether or not the Association exercises its right to have the vehicle so towed, the Association shall nonetheless have the right to seek compliance with this Section 8.4 by injunctive and other relief through the Courts; and/or any other remedy

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conferred upon the Association by law or the Governing Documents. The Association's right to tow shall in no way be a condition precedent to any other remedies available to the Association incident to the enforcement of this Section 8.4.

8.5 Nuisances, Ordinances and Laws. No Owner shall use his Unit or Common Area or permit it to be used, in any manner which is unreasonably disturbing, detrimental or a nuisance to the occupant(s) of other Unit(s), or which would not be consistent with the maintenance of the highest standards for a first class residential development, nor permit the Unit or Common Area to be used in a disorderly or unlawful way, nor which will produce an insurance risk for the Association or other Owners or occupants. The use of each Unit shall be consistent with existing ordinances and laws and the Governing Documents, and occupants shall at all times conduct themselves in a peaceful and orderly manner.

8.6 Clothing and Similar Articles. No clothes or similar articles shall be allowed on the exterior portions of the Units, including patios. Nothing shall be hung, displayed or placed on the exterior walls, doors or windows of the Unit; except as may be permitted by Section 7 above and approved by the Architectural Control Committee under Section 7 above.

8.7 Signs. No signs, including name signs, of any type shall be maintained, kept or permitted on any of the Properties, including Unit (interior or exterior) such that they may be viewed from the Common Area or other Units. Exceptions:

- A. One professionally lettered sign, not to exceed 24" by 24" indicating that a Unit is "for rent" or "for sale" shall be permitted but only on the inside of a window of the Unit.
- B. Official notices of the Association.
- C. One name and/or one address plate, as are approved by the Architectural Control Committee.
- D. Signs on permitted vehicles under Sections 8.4.C.2 and 3 above shall not violate this Section 8.7.
- E. Bumper stickers and parking decals which do not indicate any Unit or the vehicle is for sale or for rent, shall not violate this Section 8.7.
- F. A small sign stating that the Unit is protected by a security system may be installed even without the need for Association approval.

8.8 No Business Activity. No business of any kind whatsoever shall be erected, maintained, operated, carried on, permitted or conducted on the Properties, and without limiting the generality of the foregoing, no store, market, shop, mercantile establishment, trading or amusement establishment,

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quarry, pit, undertaking establishment, crematory, cemetery, radio tower, auto camp, trailer camp or haven, hospital, public baths, school, kindergarten, nursery school, day care or child care facility or operation (regardless of age), sanitarium asylum or institution shall be erected, maintained, operated, carried on, permitted or conducted on the Properties. Also prohibited are garage sales, yard sales and the like. Proviso. Notwithstanding the foregoing to the contrary:

- A. Any business which qualifies as a home occupation under the applicable zoning code shall be permitted. However, a day care or child care facility or operation (regardless of age) shall still be prohibited.
- B. The practice of leasing Units shall not be considered as a business activity under this Section 12.8.
- C. The business of operating the Association shall not be considered as business activity under this Section 12.8.

8.9 Leasing of Units. An Owner may lease only his entire Unit, and then only in accordance with this Section 8.9 after receiving the approval of the Association.

A. Procedures.

1. Notice by the Unit Owner. An Owner intending to lease his Unit shall give to the Board of Directors or its designee written notice of such intention at least thirty (30) days prior to the proposed lease, together with the name and address of the proposed lessee(s), an executed copy of the proposed lease, and such other information as the Board may reasonably require. The Board may require the personal appearance of any lessee(s), and his/her spouse and any other intended occupants, as a condition of approval.
 - (a) Application Form. The Association is vested with the authority to prescribe an application form such as may require specific personal, social, and other data relating to the intended lessee and occupants, as may reasonably be required by the Association in order to enable the Association to reasonably investigate the intended lessee(s) and occupants within the time limits extended to the Association for that purpose. The application shall be complete and submitted to the Association along with and as an integral part of the notice of intended lease.

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- (b) Transfer Fee. The Board of Directors is empowered to charge a fee in connection with and as a condition for the approval, including any lease renewals or extensions, in an amount not to exceed \$50.00.
- (c) Damage Deposit. As a condition to approval, an intended lessee must place a security deposit, in an amount not to exceed the equivalent of one month's rent, into an escrow account maintained by the Association. The security deposit shall protect against damage to the Common Area and those portions of the Units for which the Association has the responsibility to maintain, repair and replace under this Declaration. Payment of interest claims against the deposit, refunds and deposits under this Section 8.9.A.1(c) shall be handled in the same fashion as provided in Part II of Chapter 83, Florida Statutes.
2. Approval. After the required notice and all information, transfer fee, damage deposit and appearances requested have been provided, the Board shall approve or disapprove the proposed lease within thirty (30) days. If the board neither approves nor disapproves within this time period, such failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a letter of approval to the Owner.
3. Disapproval. A proposed lease shall be disapproved only if a majority of the whole Board so votes, and in such case the lease shall not be made. Appropriate grounds for disapproval shall include, but not be limited to, any one or more of the following:
- (a) The Owner is delinquent in the payment of assessments at the time the application is considered, and the Owner does not bring the delinquency current (with any interest, late fees, costs and attorneys' and paralegal fees also due and owing) within a time frame required by the Board of Directors;
- (b) The Owner has a history of leasing his/her Unit to troublesome lessees and/or refusing to control or accept responsibility for the occupancy of his Unit;

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- (c) The real estate company or agent handling the leasing transaction on behalf of the Owner has a history of screening lessee applicants inadequately or recommending undesirable lessees;
- (d) The application on its face appears to indicate that the person seeking approval and/or intended occupants intend(s) to conduct himself/themselves in a manner inconsistent with the covenants and restrictions applicable to the Community and/or Rules and Regulations of the Association, including but not limited to Section 8.2 and Section 17 of this Declaration.
- (e) The prospective lessee or other intended occupants have been convicted of a felony involving violence to persons or property, or a felony demonstrating dishonesty or moral turpitude;
- (f) The prospective lessee or other intended occupants have a history of conduct which evidences disregard for the rights and property of others;
- (g) The lessee or other intended occupants, during previous occupancy, have evidenced an attitude or disregard for the covenants and restrictions applicable to the Community and/or Rules and Regulations of the Association;
- (h) The lessee(s) or intended occupants have failed to provide the information or appearances required to process the application in a timely manner, or provided false information during the application process; or the required transfer fee is not paid; or
- (i) The Owner fails to give proper notice of his intention to lease his Unit to the Board of Directors.

Notice of disapproval shall be sent or delivered in writing to the Unit Owner. Any lease which is not approved, or which is disapproved pursuant to the terms of this Declaration, shall be void unless subsequently approved in writing by the Board of Directors. The Association shall have the right to remove any occupant(s) and personal belongings by injunctive relief or by other means provided in this Declaration should this Section 8.9 be violated.

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4. Failure to Give Notice or Obtain Approval. If proper notice is not given, the Board at its election may approve or disapprove the lease.
 5. Exception for Institutional Mortgagees. An Institutional Mortgagee, upon becoming an Owner through foreclosure or by deed in lieu of foreclosure, or whomever shall become an Owner as result of a foreclosure sale of a mortgage held by an Institutional Mortgagee, shall be exempt from the requirements of this Section 8.9.A.
 - (a) Proviso. This Section 8.9.A.5 shall not be construed to exempt the foregoing from compliance or permit the foregoing to be in noncompliance with the other provisions of the Governing Documents and Rules and Regulations of the Association; nor shall the grantee (other than another Institutional Mortgagee) of the foregoing be exempt from the requirements of this Section 8.9.A.
 6. Special Remedy. All leases shall contain, and if they do not, shall automatically by incorporation by reference be deemed to contain the remedy and procedures of the Association as provided in Section 13.9 of this Declaration; and shall be deemed to contain recognition that rent shall be assigned to and paid to the Association to pay delinquent assessments and Charges, interest, and costs and attorneys' and paralegal fees incident to collection, without the lessee being in default in paying the rent to the Association.
- B. Subleasing; Renting Rooms. Subleasing of a Unit shall be absolutely prohibited. Furthermore, no rooms shall be rented in any Unit. The intention is that only entire Units may be rented, and Units may not be sublet.
- C. Frequency of Leasing. No lease shall be made more often than one time in any calendar year. For purposes of calculation, a Lease shall be considered as made on the first day of the Lease term.
- D. Minimum and Maximum Lease Terms. No lease shall be made with a lease term which is less than six (6) consecutive months nor more than twelve (12) consecutive months in duration.

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8.10. Ownership of Units; Approval Process. In order to maintain a community of congenial, financially responsible residents with the objectives of protecting the value of the Units, inhibiting transiency, and facilitating the development of a stable, quiet community and peace of mind for all residents, the transfer of the ownership of a Unit shall be subject to the following provisions so long as the Community exists, which provisions each Owner of a Unit agrees to observe.

A. Forms of Ownership.

1. General. Except as otherwise provided in this Section 8.10, there is no limit as to how a Unit may be owned.
2. Life Estate. A Unit may be subject to a life estate, either by operation of law or by a voluntary conveyance approved under Section 8.10.B below. In that event, the life tenant shall be the only Association member from such Unit, and the occupancy of the Unit shall be as if the life tenant was the only Owner. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy rights unless separately approved by the Association. The life tenant shall be liable for all assessments and Charges against the Unit. Any consent or approval required of Association members may be given by the life tenant alone, and the consent or approval of the holders of the remainder interest shall not be required. If there is more than one life tenant, they shall be treated as coowners.
3. Ownership by Corporations, Business-Named Partnerships or by Trusts. A Unit may be owned by a corporation, business-named partnership or by a trust (the foregoing hereinafter collectively referred to as the "Entity") if approved in the manner provided for under Section 8.10.B of this Declaration. The intent of this provision is to allow flexibility in estate, financial or tax planning, and not to create circumstances in which the Unit may be used as short-term transient accommodations for several individuals or families. The approval of the Entity under Section 8.10.B shall be conditioned upon designation by Entity, of one natural person to be the Primary Occupant, which Primary Occupant and other intended occupants shall also be subject to approval along with the Entity. All references to Owner or member in the Governing Documents and Rules and Regulations as to use and occupancy of and voting and other membership rights with respect to the Unit owned by the Entity, shall mean and refer to the Primary Occupant; this shall not, however, relieve the Entity of any of its responsibilities and obligations under the Governing

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Documents or Rules and Regulations. The foregoing provisions place personal responsibility and liability upon the Primary Occupant; such personal responsibility and liability exists notwithstanding any provision contained to the contrary in the articles of incorporation or by-laws of the corporate Owner, contained in any partnership agreement of the partnership, or in the trust agreement with respect to the trust as Owner. Any change in the Primary Occupant shall be treated as a transfer of ownership by the Entity subject to the provisions of Section 8.10.B of this Declaration. Not more than one (1) such change will be approved by the Association in any calendar year.

4. Ownership by Trustees. In the event that a Unit is owned by trustee(s), the trustee(s) shall have liability to the Association in his/their individual capacities and not as trustee(s).

B. Transfer of Ownership of Units.

1. Transfers Subject to this Section 8.10.B

- (a) Sale or Gift. No Owner may dispose of a Unit or any interest in the Unit by sale or gift (including agreement for deed) without prior written approval of the Board of Directors.
- (b) Devise or Inheritance. If any Owner acquires his title by devise or inheritance, his/her right to occupy or use the Unit shall be subject to the approval of the Board of Directors.
- (c) Other Transfers. If any person acquires title in any manner not considered in the foregoing sub-sections (a) or (b), his right to occupy or use the Unit shall be subject to the approval of the Board of Directors (that person having no right to occupy or use the Unit before being approved by the Board of Directors) under the procedures outlined in Section 8.10.B.2 below.

2. Procedures.

(a) Notice to Association.

- (i) Sale or Gift. An Owner intending to make a sale or gift of his Unit or any interest in the Unit shall give to the Board of Directors or its designee written notice of such intention at least thirty (30)

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days prior to the intended closing date, together with the name and address of the proposed purchaser or donee, an executed copy of the sales contract, if any, and such other information as the Board may reasonably require. The Board may require the personal appearance of any purchaser (s) or donee(s) and his/her spouse and other intended occupants, as a condition of approval.

- (ii) Devise, Inheritance or Other Transfers. The transferee(s) must notify the Board of Directors of his/her ownership and submit a certified copy of the instrument evidencing his/her ownership and such other information as the Board may reasonably require. The transferee(s) shall have no occupancy or use rights unless approved by the Board.
- (iii) Demand as to Sale. With the notice required in Sub-section (a)(i) above, the Owner or transferee seeking approval may make a written demand that if the transfer is disapproved without good cause, the Association shall furnish an approved alternate purchaser upon the same price and terms as in the disapproved sales contract, or if no contract is involved, for the fair market value of the Unit determined as provided below. This obligation of the Association exists only if the written demand is made by the Owner or transferee along with and at the same time as the provision of the Sub-section (a)(i) notice.
- (iv) Failure to Give Notice. If no notice is given, the Board of Directors, at its election, may approve or disapprove at the time it learns of the transfer. If any Owner fails to obtain the Association's approval prior to selling an interest in a Unit, or making a gift of the Unit, such failure shall create a rebuttable presumption that the seller and the purchaser, or Owner making the gift, intend to violate the covenants of this Declaration, and shall constitute good cause for Association disapproval.

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- (v) Application Form. The Association is vested with the authority to prescribe an application form such as may require specific personal, social, financial, and other data relating to the purchaser(s) and occupants, and relating to the "new owners" in the case of transfer by gift, devise or inheritance, as may reasonably be required by the Association in order to enable the Association to reasonably investigate the intended purchaser(s), occupants, or "new owners" within the time limits extended to the Association for that purpose as set forth in Section 8.10.B of the Declaration. The application shall be complete and submitted to the Association along with and as an integral part of the notice of intended transfer.
- (vi) Transfer Fee. The Board of Directors is empowered to charge a fee in connection with and as a condition for the approval, in an amount not to exceed \$50.00.
- (vii) Exception for Institutional Mortgagees. An Institutional Mortgagee, upon becoming an Owner through foreclosure or by deed in lieu of foreclosure, or whomever shall become an Owner as result of a foreclosure sale of a mortgage held by an Institutional Mortgagee, shall be exempt from the requirements of Sections 8.10.B of the Declaration.
- (a) Proviso. This Section 8.10.B.2(a)(vii) shall not be construed to exempt the foregoing from compliance or permit the foregoing to be in noncompliance with the corporate statutes and all other provisions of the Governing Documents and Rules and Regulations of the Association; nor shall the grantee (other than another Institutional Mortgagee) of the foregoing be exempt from the requirements of Sections 8.9 above or this Section 8.10.B.

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(b) Approval. Within thirty (30) days of receipt of the required notice, transfer fee, personal appearances and information requested, the Board shall approve or disapprove the transfer. If a transfer is approved, the approval shall be stated in a Certificate of Approval executed by the President or Vice-President of the Association in recordable form and delivered to the transferee. If the Board neither approves nor disapproves within this thirty (30) day time limit, such failure to act shall be deemed the equivalent of approval and on demand the Board shall issue a Certificate of Approval to the transferee.

(c) Disapproval.

(1) With Good Cause. Approval of the Association shall be withheld if a majority of the whole Board so votes. Only the following may be deemed to constitute good cause for disapproval:

- (A) The person seeking approval or intended occupants have been convicted of a felony involving violence to persons or property, or a felony demonstrating dishonesty or moral turpitude;
- (B) The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures or bad debts;
- (C) The application for approval on its face indicates that the persons seeking approval or intended occupants intend(s) to conduct himself/themselves in a manner inconsistent with the covenants and restrictions applicable to the Condominium and/or the Rules and Regulations of the Association, including but not limited to Section 8.2 and Section 17 of this Declaration.

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- (D) The person seeking approval or intended occupants have a history or disruptive behavior or disregard for the rights or property of others;
- (E) The person seeking approval or intended occupants have evidenced an attitude of disregard for covenants or restrictions applicable to the Community and/or Rules and Regulations of the Association, by his conduct in this Community as a tenant, Owner or occupant of a Unit, or such attitude at the personal appearance before the Board or its designee; or
- (F) The person seeking approval has failed to provide the information, fees or appearances required to process the application in a timely manner, or provided false information during the application process.
- (ii) Without Good Cause. If the Board disproves without good cause, and if the Owner or transferee has made the demand set forth in Section 8.10.B.2(a)(iii) above, then within thirty (30) days after the Board meeting at which the disapproval took place, the Board shall deliver in writing to the Owner or transferee (hereafter "the seller") the name of an approved purchaser who will purchase the Unit upon substantially the same price and terms as in the disapproved sales contract. If no sales contract was involved, or if the Association challenges the contract price as not being a good faith purchase price, then the purchase price shall be paid in cash, and the price to be paid shall be determined by agreement; or in the absence of agreement, shall be the fair market value determined by the arithmetic average of appraisals by two MAI appraisers, one selected by the seller and the other by the Association. The cost of the appraisals, and all other closing costs in cases where no sales contract is involved, shall be shared equally by the buyer and seller, except

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that the purchaser shall pay for his own title insurance, and all costs of mortgage financing; real property taxes and assessments and Charges shall be prorated for the year of closing and the parties shall bear their own attorneys' fees, if any. The closing shall take place no longer than sixty (60) days after the date of Board disapproval or thirty (30) days after determination of fair market value by appraisal, whichever occurs last. Failure to close by the seller shall constitute a breach of contract and shall entitle the purchaser to specific performance or damages.

(iii) If the Board fails to deliver the name of the approved purchaser within thirty (30) days as required above, or if the approved purchaser defaults in his/her purchase, then the original proposed purchaser shall be deemed to be approved, despite the Board's former disapproval, and upon demand a Certificate of Approval shall be issued.

8.11 Trash and Garbage. No Unit shall be used or maintained as a dumping ground for rubbish, trash or other waste. Trash and garbage shall be placed only in containers as mandated by governmental authority or any Rules and Regulations adopted by the Board of Directors of the Association from time to time. No trash or garbage shall be placed out before dusk on the day before collection. The foregoing is subject to any regulations and policies of the collection authorities.

8.12 No Security. The Association provides no security in the Community.

8.13 No Solicitation. Business solicitation is absolutely prohibited; solicitation in connection with the business of the Association shall not violate this Section 8.12.

Section 9. INSURANCE. In order to adequately protect the Association and the Properties required to be insured by the Association, insurance shall be carried and kept in force at all times in accordance with the following provisions:

9.1 Duty and Authority to Obtain. The Board of Directors shall obtain and keep in force the insurance coverage which it is required to carry under the Governing Documents, and may obtain and keep in force any or all additional insurance coverage as it deems necessary. The name of the insured shall be the Association and the Owners without naming them, and their mortgagees, as their interests shall appear.

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- A. The cost of insurance premiums and other incidental expenses incurred by the Association in administering and carrying out the provisions of this Section 9 shall be a common expense of the Association; notwithstanding the foregoing, any increase in the premium occasioned by misuse, occupancy or abandonment of any Unit or of the Common Area by particular Owner(s) shall be levied against a Unit and Owner and paid by such Owner(s) as a Charge and collectible as Charges are collected pursuant to the Declaration.
- B. Premiums upon insurance policies may be financed in the manner as the Board of Directors deems appropriate.
- C. The Association is hereby permitted to purchase insurance policies which contain deductibles, which deductibles shall not exceed the maximum permitted (if applicable) under the insurance guidelines as published from time to time by FNMA.
- D. The Board of Directors of the Association is empowered to adjust claims under any policies of insurance carried by the Association.
- E. Each Owner shall provide insurance with respect to improvements made by the Owner, notwithstanding any provision to the contrary in this Section 9.

9.2 Required Coverage. The Association shall maintain adequate insurance covering the Common Area in an amount determined annually by the Board of Directors, and covering all structural portions of the Units in an amount equal to the maximum insurance replacement value, excluding foundation and excavation costs, as determined by the Board of Directors from time to time. The insurance shall also cover fixtures, installations and floor, wall and ceiling coverings, which were delivered by the Developer and any like replacements of same. Such insurance shall afford the following protection:

- A. Property and Casualty. Loss or damage by fire, extended coverage (including windstorm), vandalism and malicious mischief, and other hazards covered by the standard "All Risk" property contract. The coverage must include the following:
 - 1. Agreed Amount and Inflation Guard Endorsement, when it can be obtained; and
 - 2. Demolition Costs Endorsement, Contingent Liability from Operation of Building Loss Endorsement, and Increased Costs of Construction Endorsement.
 - 3. The policy shall provide that cancellation or substantial reduction in coverage shall not occur without at least fifteen (15) days prior notice to all

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Institutional First Mortgagees.

- B. Liability. Premises and operations liability for bodily injury and property damage in such limits of protection and with such coverage as required by the Board of Directors of the Association, with cross liability endorsement to cover liabilities of the Owners as a group, to an Owner.
- C. Automobile. Automobile liability for bodily injury and property damage for all hired and/or non-owned motor vehicles in such limits or protection and with such coverage as may be required by the Board of Directors of the Association.
- D. Directors, Officers and Agents Liability Insurance. The Association, to the extent available, shall maintain liability insurance to protect the persons referred to in Article VII of the Articles of Incorporation.
- E. Fidelity Bond. A fidelity bond in the amount equal to the funds on hand in the name of the Association, calculated as of the time that the bond is purchased for the particular year, per person having access to Association funds.

9.3 Optional Coverage. The Association may purchase and carry other such insurance coverage as the Board of Directors may determine to be in the best interests of the Association and Unit Owners. Some of the more common options include:

- A. Broad Form Comprehensive General Liability Endorsement.
- B. Medical Payments.
- C. Leakage, seepage and wind-driven rain.
- D. Flood Insurance. In the event that the Association purchases flood insurance at the request of an individual Owner, and not for the entire Community as a whole; then notwithstanding any provisions contained in this Declaration to the contrary, the cost of same shall be levied against the Owner as a Charge and collectible as Charges are collected under this Declaration.

9.4 Description of Coverage. A detailed summary of the coverage included in the master policies, and copies of the master policies, shall be available for inspection by Unit Owners or their authorized representatives upon request.

9.5 Waiver of Subrogation. If available and where applicable, the Board of Directors shall endeavor to obtain insurance policies which provide that the insurer waives its right to subrogation as to any claim against the Association, Owners, or their respective servants, agents or guests, except

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for any claim based upon gross negligence evidencing reckless, willful and wanton disregard for life or property.

9.6 Share of Insurance Proceeds. All insurance policies obtained by the Association relating to the Common Area shall provide that all proceeds covering property losses shall be paid to the Association.

9.7 Owners Covenants.

- A. Owners may, but shall not be required to, procure title insurance and insurance upon their personal property and for their personal liability and living expense, and for any other risks not otherwise insured by the Association in accordance with this Section 9.
- B. All insurance purchased by Owners under this Section 9.7 shall be so purchased at their own expense.

9.8 Requires of FNMA or VA. The Association agrees to purchase such further and additional policies of insurance, and the amounts of coverage as may be required by the insurance requirements published by the Federal National Mortgage Association ("FNMA") or Veterans Administration ("VA") from time to time. This Section 9.8 shall prevail notwithstanding any provisions contained in this Declaration to the contrary.

Section 10. RECONSTRUCTION AFTER CASUALTY.

10.1 General. Unless the vote of the Owners referred to in Section 10.4 below is obtained, any damage or destruction to the Common Area and Units resulting from a casualty shall be repaired or reconstructed and shall be substantially in accordance with the plans and specifications for the original improvements; or if such plans and specifications are lost or unavailable, then in accordance with plans and specifications approved by the Board of Directors of the Association. All insurance proceeds received by the Association (less costs) shall be distributed for the benefit of the Association and to the Owners (and their mortgagees) involved, proportionately as the Board of Directors reasonably determines, based on the proportionate amount of the total damage attributable to the Common Area (if any) and to the Units involved.

10.2 Common Area. In the event of damage or destruction to the Common Area, and unless the vote of the Owners as referred to in Section 10.4 below is obtained, the following shall apply: If the proceeds of insurance (over and above costs) are not sufficient to defray the estimated costs of reconstruction and repair of the damaged Common Area, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, the Association shall levy a Special Assessment against all Owners in sufficient amounts to provide funds for the payment of such costs.

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10.3 Units. In the event of damage or destruction of one or more of the Units, the following shall apply: Unless the vote of the Owners as referred to in Section 10.4 below is obtained, the insurance proceeds (over and above costs) allocated for the benefit of the Unit shall be used for reconstruction and repair. The Owners shall be responsible for the costs of any reconstruction or repair for which the insurance proceeds are not adequate. Any proceeds remaining after reconstruction and repair shall be distributed to the Owner in question, the remittances to the Owner and his mortgagee to be paid jointly to them. This is a covenant for the benefit of any mortgagee of the Unit and may be enforced by the mortgagee. A remittance shall be made solely to an Institutional First Mortgagee when requested by same whose mortgage provides that the Mortgagee has the right to require application of the insurance proceeds to the payment or reduction of its mortgage debt.

10.4 Vote Not to Reconstruct or Repair. The following shall apply in the event that two-thirds (2/3) of the voting interests of the members vote not to reconstruct or repair after casualty: Any damage to the Common Area shall not be repaired or reconstructed, with the proceeds to be paid to and retained by the Association. With respect to the Units damaged by casualty, the proceeds applicable to each Unit after defraying costs, shall be distributed to the beneficial Owners with remittances to be made to the Owners and their mortgagees jointly. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by the mortgagee. Said remittance shall be made solely to an Institutional First Mortgagee when requested by same whose mortgage provides that the Mortgagee has the right to require application of the insurance proceeds to the benefit or reduction of its mortgage debt.

Section 11. CONDEMNATION OR EMINENT DOMAIN. The circumstances of a taking of Common Area by the power of eminent domain and/or of any taking of Common Area or other Properties by way of condemnation, eminent domain or inverse condemnation, shall be dealt with in such reasonable manner as determined to be appropriate under the circumstances by two-thirds of the entire Board of Directors of the Association. Each Owner appoints the Association as his attorney-in-fact for this purpose. In the event of taking or acquisition of part or all of the Common Area by the condemning authority, the award of proceeds of settlement shall be payable to the Association to be held in trust for Owners and their Institutional First Mortgagees as their interest may appear. For the purposes of this Section 11, each Owner shall also be considered as having sufficient property rights in and to the Common Area so as to be able to institute a claim directly against the taking authority.

Section 12. TERMINATION OF DECLARATION.

12.1 Agreement. This Declaration may be terminated at any time by the approval in writing of all Owners and by the owners of all mortgages upon the Units, indicating intention to terminate this Declaration. The termination shall be evidenced by a certificate of the Association executed by the President and Secretary certifying as to the facts effecting the termination, and shall be effective upon recording of the certificate in the

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Public Records of Palm Beach County, Florida.

12.2 Interest in Common Area; Dissolution of the Association. If the Association is dissolved in the process of the termination of the Declaration, the Owners of Units prior to the termination shall become the owners, as tenants in common, of all Common Area and other property including funds of the Association. The owner of each Unit shall have an equal share as tenants in common. The mortgagee or lienor of an owner, shall have a mortgage or lien solely and exclusively upon the undivided share of such tenant in common in and to the lands and other properties and rights which he may receive by reason of the termination. Upon a termination, the members of the last Board of Directors shall continue to have the powers granted in the Governing Documents for the purpose of winding up the affairs of the Association, even beyond the dissolution of the Association.

12.3 New Declaration. The termination of the Declaration does not bar creation of another Declaration affecting all or any portion of the same property.

12.4 Sale; Partition.

- A. The former Common Area may be partitioned and sold upon the application of any Owner. If following a termination, at least seventy-five percent (75%) of the voting interests determine to accept an offer for the sale of the property, all Owners shall be bound to execute deeds and other documents reasonably required to effect the sale. In such event, any action for partition of the property shall be held in abeyance pending the sale, and upon the consummation of the sale, the partition action shall be discontinued by all parties.

12.5 Provisions Survive Termination. The provisions of this Section 12 shall survive the termination of the Declaration until all matters covered by this Section 12 have been completed.

12.6 Priority. In the event of any conflict between this Section 12 and any provisions contained in this Declaration regarding amendment, the procedures contained in this Section 12 with regard to termination of this Declaration shall control and govern.

Section 13. COMPLIANCE AND DEFAULT; REMEDIES.

13.1 Duty to Comply; Right to Sue.

- A. Each Owner, his tenants, guests, servants and agents, and the Association, shall be governed by and shall comply with the provisions of the Corporate Acts, the Governing Documents, and the Rules and Regulations. Actions for damages, for injunctive relief, and/or for declaratory relief, for failure to comply may be brought by the Association or by an Owner against:

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1. The Association;
 2. An Owner;
 3. Anyone who occupies or is a Guest in a Unit; or
 4. Any member of the Board of Directors who willfully and knowingly fails to comply with these provisions.
- B. The Association shall also have any other remedies provided for in the Governing Documents and Law.

13.2 Association Notice to Correct. In the event that any Owner shall fail to properly discharge his/her maintenance, repair and replacement obligations as provided for in Section 3.3 or Section 6 above; or shall fail to make and pay for maintenance, repair or replacement as provided for in Section 6 above; and in the judgment of the Board of Directors, same shall result in a condition of unsightliness tending to adversely affect the value or enjoyment of other Owners and residents; or should any Owner violate Section 7 above; or should the neglect or the willful misconduct of Owner(s) cause damage which then requires maintenance, repair or replacement by the Association; then the following shall apply:

- A. The Board may (but shall not be required to) provide notice of such condition(s) to the proper Owner(s), demanding that the condition(s) be corrected within thirty (30) days from the date the notice was sent. In the event that the Owner does not rectify the condition at the end of this period, then the Association shall be entitled to contract to have the necessary work performed (and entry onto the Unit), whereupon the cost of this work shall become a Charge against the Owner and Unit concerned (solely or proportionately as the Board shall determine) and collectible as Charges are collected under this Declaration.
- B. This Section 13.2 is in addition to the rights of entry as provided for in Sections 13.3 and 13.4 below.
- C. Provisos. Notwithstanding any provision to the contrary in this Section 13.2, the following shall apply:
1. The thirty (30) day notice period may be shortened or eliminated if the Board determines that an emergency exists to effect correction.
 2. The thirty (30) day notice shall not apply to Section 13.3 below.

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13.3 Negligence; Damage Caused by Condition on Unit. Each Owner shall be liable to the Association for the expenses of any maintenance, repair or replacement of Common Area made necessary by his act or negligence, or by that of any member of his family or his guests, employees, agents, or lessees. If any condition, defect or malfunction existing on a Unit, whether caused by the Owner's negligence or otherwise, shall cause damage to the Common Area or to other Units, the Owner of the offending Unit shall be liable to the person or entity responsible for repairing the damaged areas, for all costs of repair or replacement not paid by insurance. If the Association effects correction, the cost shall be levied as a Charge against the Owner and Unit and collectible as Charges are collected under this Declaration; the Association may, but is not required to, provide notice to the Owner prior to effecting correction.

13.4 Association's Access onto Units. The Association, by and through the Board of Directors, officers, or the agents or employees of the Association, has an irrevocable right of access to the Unit for the purposes of protection, maintenance, repair, replacement, alteration and improvement of those Properties for which the Association is obligated to protect, maintain, repair and replace, and for which the Association is permitted to alter and improve, under this Declaration.

13.5 Owners Responsible. Owners are strictly responsible to ensure that their family members, guests, agents, lessees, servants, etc. or any occupants of their Units comply with the Governing Documents and Rules and Regulations; as amended from time to time; and the Statutes which apply; and as such, are responsible and liable to the Association for violations of same by their family members, guests, agents, lessees, servants, etc. or any occupants of their Units.

13.6 Waiver of Rights. The failure of the Association or of an Association member to enforce any right, provision, covenant or condition which may be granted by the Governing Documents shall not constitute a waiver of the right of the Association or member to enforce such right, provision, covenant or condition in the future.

13.7 Costs and Attorneys' and Paralegal Fees.

- A. In the event of a Lawsuit. In any legal proceeding arising out of an alleged failure of an Owner (for himself/herself or for his/her family members, guests, agents, lessees, servants, etc. or any occupants of the Unit), or the Association to comply with the Governing Documents, or the Rules and Regulations, as amended from time to time, or Law, the prevailing party shall be entitled to recover the costs of the proceedings and attorneys' and paralegal fees (including appellate attorneys' and paralegal fees).
- B. Enforcement Without Suit. If an Owner fails to comply with any provision of the Governing Documents or Rules and Regulations, as amended from time to time, or law, and as a result of such failure it becomes necessary for the Association to employ the services of an attorney in order

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to ensure that the Owner complies with same, the Owner shall be liable for such attorneys' fees and paralegal fees incurred by the Association, regardless of whether or not a lawsuit may be instituted. Such attorneys' and paralegal fees shall become a Charge against the Owner and Unit and collectible as Charges are collected under this Declaration.

13.8 No Election of Remedies. All rights, remedies and privileges granted to the Association or Owners under any terms, provisions, covenants, or conditions of the Governing Documents or Rules and Regulations of the Association, or Law, shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party from exercising such other additional rights, remedies, or privileges as may be granted by the Governing Documents, Rules and Regulations, or at Law or in equity.

13.9 Special Additional Remedy of the Association - Eviction of Tenants and Occupants. The Association possesses all rights and remedies of the lessor/Owner under Chapter 83 of the Florida Statutes for the purposes of enforcing against violations of the Governing Documents and Rules and Regulations, as amended from time to time. If lessees and/or permanent occupants shall be in non-compliance with any of the Governing Documents and Rules and Regulations, the following may occur: Upon the expiration of seven (7) days after delivery of a written notice from the Association to the lessees specifying the non-compliance and indicating the intention of the Association to terminate the lease, and if the lessees and/or permanent occupants do not come into compliance within that time period, then the lessees shall be deemed in default of the lease and the Association may elect to terminate the lease. Thereupon, the Association, as agent for the lessor/Owner, or the lessor/Owner, may immediately re-enter and re-take possession of the premises for and on behalf of the lessor/Owner. The Association has the right to serve such notice, terminate the lease and seek possession of the Unit for and on behalf of the lessor/Owner, upon the expiration of thirty (30) days after the Association mails notice of such intent to the lessor/Owner, without further notification nor the need to obtain specific permission from the lessor/Owner. The Association then has the right to institute eviction proceedings in Court against the lessees as agent for and on behalf of the lessor/Owner, based on the non-compliances mentioned above. The Association may exercise its rights and remedies under this Section 13.9 without any liability to the lessor/Owner or lessees/occupants (including, but not limited to, the loss of rent to the lessor/Owner and loss of possession by the lessees/ permanent occupants), except as may be provided for in Chapter 83, Florida Statutes. The lessees shall be jointly and severally responsible for the costs and paralegal and attorneys' fees incurred by the Association in connection with this matter only if the Association prevails in the eviction action; refer to Section 13.7 above for further details.

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13.10 Another Special Additional Remedy - Section 6.3.C of the Declaration. In addition to any other remedy provided for in this Declaration or by Law, if an Owner fails to comply with Section 6.3.C of this Declaration, the Association shall be entitled, as agent of the Owner, to contract with the utility provider for electric service to the Unit, and any connection and other charges and sums charged by the electric service provider shall become a Charge against the Owner and Unit and collectible as such. The Association may alternatively and/or concurrently file an injunction action seeking compliance, and/or exercise any other remedy provided for in this Declaration.

Section 14. RIGHTS OF MORTGAGEES. The following rights shall apply to certain or all mortgagees, in addition to those rights contained elsewhere in the Governing Documents:

14.1 Amendments to the Declaration. Written consent of the Institutional Mortgagee of a Unit shall be required for any amendment to this Declaration referred to in Section 15.5.D below.

14.2 Association Lien Foreclosure. Certain named mortgagees have certain rights in connection with Association lien foreclosure actions, as provided for in Sections 5.8.A and 5.11.E.1 above, and with respect to a Party Wall as provided for in Section 3.3.G above.

14.3 Redemption. If proceedings are instituted to foreclose any mortgage or lien on any Unit, the Association, on behalf of one or more Unit Owners and with the permission of the mortgagee, may redeem the mortgage or lien for the amount due thereon and be thereby subrogated to all of the mortgagee's or lienor's rights of action, or the Association may purchase the Unit at the foreclosure sale. Any mortgagee shall have the right to accept title to the Unit in settlement and satisfaction of the mortgage or to foreclose its mortgage in accordance with its terms, and to bid upon the Unit at the foreclosure sale. If the Association or any of its members redeem the mortgage or cure the default, it or they shall have a lien against the Unit for all sums expended in connection therewith, and shall have the same rights to collect such sums as in the case of a past due assessment.

14.4 Right to Inspect Books. The Association shall make available to Institutional Mortgagees requesting same current copies of the Governing Documents and Rules and Regulations of the Association, and the books, records and financial statements of the Association. "Available" shall mean ready for inspection, upon written request, during normal business hours, or under other reasonable circumstances. Photocopies shall be provided at the expense of the person requesting them.

14.5 Financial Statement. Any Institutional Mortgagee is entitled, upon written request, to a copy of the financial statement of the Association for the immediately preceding fiscal year.

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14.6 Lender's Notices. Upon written request to the Association, any Institutional Mortgagee shall be entitled to timely written notice of:

- A. Any proposed amendment to the Governing Documents effecting any change in any Unit's liability for common expenses, voting interests, or any change in the purposes to which any Unit or Common Area are restricted.
- B. Any proposed termination of the Declaration.
- C. Any 60-day or longer delinquency in the payment of assessments or Charges owed by the Owner of any Unit on which the mortgagee holds a mortgage.
- D. A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.
- E. Any condemnation or casualty loss that affects a material portion of the Community or the Unit securing its mortgage.
- F. Any proposed action that requires the consent of a specified percentage of mortgage holders.

14.7 Insurance. One copy of each insurance policy obtained by the Association or a certificate evidencing such policy and all endorsements shall be furnished by the Association upon timely written notice by and to each Institutional First Mortgagee. Copies of certificates shall also be furnished to an Institutional First Mortgagee, upon written request, not less than ten (10) days prior to the beginning of the term of the policy, or not less than ten (10) days prior to the expiration of each preceding policy that is renewed or replaced as appropriate.

14.8 Access. All mortgagees shall specifically have a complete right of access to all of the Common Area, for the purpose of ingress and egress to any Unit upon which they have a mortgage loan.

14.9 Priority. No breach of any of the provisions contained in the Declaration shall defeat or adversely affect the lien of any institutional mortgage at any time made in good faith and for a valuable consideration upon any Unit.

14.10 Presumption. Where an institutional first mortgage, by some circumstance fails to be a first mortgage but it is evident that it is intended to be a first mortgage, it shall nevertheless, for the purpose of the Governing Documents be deemed to be an institutional first mortgage.

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Section 15. AMENDMENT OF DECLARATION.

15.1 Proposal. Amendments to this Declaration may be proposed by the Board of Directors or by written petition signed by the Owners of one-fourth (1/4) of the Units. If any Amendment is proposed by written petition, the Board of Directors shall adopt a resolution approving the Amendment.

15.2 Procedure; Notice and Format. Upon any amendment or amendments to this Declaration being proposed as provided above, the proposed amendment or amendments shall be submitted to a vote of the members not later than the next annual meeting, unless insufficient time to give proper notice remains before that meeting. The full text of any amendment to the Declaration shall be included in the notice of the Owners' meeting of which a proposed amendment is considered by the Owners. New words shall be inserted in the text by underlining and words to be deleted shall be lined through with hyphens; however, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Declaration. See provision _____ for present text."

15.3 Vote Required. Except as otherwise provided by Florida Law, or by specific provision of the Governing Documents, this Declaration may be amended by concurrence of not less than a majority of the entire Board of Directors and not less than two-thirds of the voting interests of the entire membership of the Association.

15.4 Certificate; Recording. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Declaration, which certificate shall be in the form required by law and shall be executed by any officer of the Association with the formalities of a deed. If the written consent procedure is used, the consents of the Owners need not be recorded, so long as the Certification of Amendment executed by the appropriate Officer(s) of the Association attests to the execution of a sufficient number of consents to pass the amendment in question. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Palm Beach County, Florida.

15.5 Provisions. Notwithstanding any provision in this Declaration to the contrary, the following shall apply:

- A. No amendment shall operate to unlawfully discriminate against any Unit or class or group of Units. This includes a prohibition against amending the Declaration to alter the sharing of common expenses expressed in Section 5.2 of the Declaration.
- B. No amendment shall diminish or impair any of the rights, privileges, powers and/or options provided in this Declaration in favor of or reserved to record owners of any institutional mortgages or negatively affect the salability

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of an institutional first mortgage on the secondary mortgage market, unless the Institutional Mortgagee shall join in the execution of the amendment.

- C. The mortgagee consent as provided in Section 3.3.G above shall apply.
- D. Section 14 above concerning termination shall not be amended without the consent of all voting interests and all record owners of mortgages on the Units.

Section 16. MISCELLANEOUS PROVISIONS:

16.1 Severability. The invalidity or unenforceability in whole or in part of any covenant or restriction or any section, subsection, sentence, clause, phrase or word or other provision of this Declaration, or any exhibit attached thereto, shall not affect the remaining portions thereof.

16.2 Priorities in Case of Conflict. In the event of conflict between or among the provisions of any of the following, the order of priorities shall be from highest priority to lowest:

- A. The Corporate Acts.
- B. Other Florida Statutes which apply.
- C. This Declaration.
- D. The Articles of Incorporation.
- E. The By-Laws.
- F. The Rules and Regulations promulgated by the Board of Directors and Architectural Guidelines published by the Board of Directors or Architectural Control Committee.

16.3 Interpretation. The Board of Directors is responsible for interpreting the provisions of this Declaration and its exhibits. Such interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by legal counsel that an interpretation adopted by the Board is not unreasonable shall conclusively establish the validity of such interpretation.

16.4 Invalidity. In the event any Court shall hereafter determine that any provisions of this Declaration as originally drafted, or as amended, violates the rule against perpetuities or any other rules of law because of the duration of the period involved, the period specified in the Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rules of law, and for such purpose measuring lives shall be that of the (original) incorporators of the Association.

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16.5 Captions. The captions in the Governing Documents are inserted only as a matter of convenience and for ease of reference and in no way define or limit any provision in the Governing Documents.

16.6 Gender; Plurality. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all or no genders.

16.7 Owners' Affirmative Duty. All Owners are charged with the affirmative duty to keep the Association advised, in writing, of any changes and mailing addresses. The Association shall be permitted to rely on the information supplied by Owners in writing.

16.8 Covenant Running with the Land; Duration. All provisions of the Governing Documents and Rules and Regulations shall, to the extent applicable unless otherwise expressly provided in the Governing Documents to the contrary, be perpetual and be construed to be covenants running with the Properties in the Community, and all of the provisions of the Governing Documents and Rules and Regulations shall be binding upon and enure to the benefit of the Owners and the Association and their respective heirs, personal representatives, successors and assigns, and shall be binding on all residents, occupants, guests and invitees to the Properties. None of the provisions contained in the Governing Documents or in the Rules and Regulations of the Association are intended to create, nor shall be construed as creating, any rights in and for the benefit of the general public.

- A. Duration. This Declaration, as amended from time to time, shall run with and bind the properties until March 27, 2002, at which time the Declaration, as amended, shall automatically be renewed for successive periods of ten (10) years, unless and until terminated as provided in Section 14 above.

SECTION 17. OCCUPANCY RESTRICTIONS UNDER THE FAIR HOUSING AMENDMENTS ACT OF 1988.

17.1 STATEMENT OF INTENT. It has been declared by amendments to the original declaration recorded in the Public Records of Palm Beach County, Florida on February 17, 1989 and it is hereby reaffirmed that the Community desires and intends to provide housing for older persons, as defined in the ACT and the ADMINISTRATIVE RULES. It has been and is more specifically the desire and intention of the Association to continue to qualify for the exemption for housing for older persons as is provided for in EXEMPTION THREE (55 or older housing). In this endeavor, the following occupancy restrictions and procedures shall govern. In addition to adopting these amendments, the Association shall do whatever is required by the ACT and ADMINISTRATIVE RULES to publish its intention to adhere to policies and procedures which demonstrate an intent to provide housing for older persons.

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17.2 OCCUPANCY BY OLDER PERSONS - 55 OR OVER HOUSING.

- A. Except for persons who are grandfathered-in as provided for in Section 17.3, and except for persons referred to in Section 8 next below, no Unit shall be occupied or be permitted to be occupied unless there is at least one (1) person occupying the Unit who has attained the age of 55 years. This occupancy requirement, if met, shall not be construed to permit occupancy by persons of an age otherwise prohibited by Section 8.2 of this Declaration.
- B. Exceptions: Future Occupancies. The following future occupancies shall be permitted, even though no occupant has attained the age of 55 years, but provided that the occupancy is not otherwise prohibited by Section 8.2 of this Declaration:
1. Occupancy by a surviving spouse, or by a surviving non-spouse companion provided that the residence of the surviving companion was the same as that of the deceased at the time of death.
 2. Occupancy of a Unit by Guest(s) when the host (Owner or Lessee) is not present in the Unit, when no individual occupying the Unit is 55 years of age or older, provided that such occupancy is limited to ninety (90) days total in a calendar year. This limitation shall not be cumulative from year to year. Each day as well as part of a day shall be counted in this computation. The host shall be considered to be not present in the Unit when the host does not stay overnight in the Unit along with the Guest(s).
 3. Occupancy of a Unit by an Owner (and his family members) who is/are not permanent occupant(s) of the Unit but who may occupy the Unit occasionally for vacation or similar purposes. Such occupancy is limited to ninety (90) days total in a calendar year. This limitation shall not be cumulative from year to year.
- C. Each Owner shall be responsible to ensure that his lessees, residents, Guests and invitees of the Unit comply with the occupancy requirements.

17.3 GRANDFATHER PROVISIONS. The occupancy requirements of Section 17.2.A above shall not apply to the following persons, who shall be grandfathered-in (that is, obtain grandfather status) and be permitted to occupy their Unit, even though under the age of 55 years, provided that they meet the requirements for occupancy under Section 8.2 of this Declaration and provided that they register or have registered with the Association as provided for below:

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- A. Leases. Any lessee(s) and other occupants of a Unit under a valid and approved written lease, which was fully executed prior to February 17, 1989, shall obtain grandfather status.
- B. Other Occupancies (Other Than Leases).
1. OCCUPANCY ON SEPTEMBER 13, 1988: Any Owner(s) and any persons not mentioned in the foregoing Section A, who WERE validly occupying a Unit as a residence on September 13, 1988, shall obtain grandfather status.
 2. OCCUPANCY AS OF THE EFFECTIVE DATE: Any Owner(s) and any persons not mentioned in the foregoing Section A, who WERE validly occupying a Unit as a residence as of February 17, 1989, shall obtain grandfather status.
- C. Even though a person under the age of 55 years is given grandfather status, or is provided an exception under section 17.2.B above, this shall not entitle the permanent occupancy in the Unit by any other person unless:
1. At least one (1) person occupying the Unit is 55 years of age or older; or
 2. That other person is also accorded grandfather status; or
 3. That other person is granted an exception under Section 17.2.B above.
- D. Grandfather status once obtained applies to occupancy of any Unit in the Community.

17.4 REGISTRATION REQUIRED. All Owners, lessees and occupants must register with the Association within ninety (90) days after the recording of this Declaration, by delivery of the items referred to below. Furthermore, no person shall attain grandfather status unless the person has properly registered. These items to be delivered for registration are as follows:

- A. A fully completed and signed registration/Proof of Age form to be provided by the Association; and
- B. Documentation demonstrating Proof of Age as provided for in Section 17.5 below; and
- C. In the event of a lease, a fully executed copy of the lease must also be delivered (if not already on file with the Association).

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- D. Proviso. Any Owners, lessees and occupants who have previously delivered the foregoing items to the Association shall be considered already registered, and need not register again.

17.5 PROOF OF AGE.

- A. Documentation Required. Beginning with the date of recording of this Declaration, all present Owners and occupants of Units shall deliver to the Association, documentation demonstrating Proof of Age, to include birth certificate, driver's license, baptismal certificate, voter's registration card, passport and/or any other documentation required by the Association which shows Proof of Age. All Owner(s) who obtain record title after the Effective Date of this Section 17 and all persons who occupy the Units after the Effective Date of this Section 17 shall, prior to the obtaining record title and taking occupancy and/or as part of the approval of transfers process, deliver to the Association, documentation demonstrating Proof of Age as provided above. The foregoing applies regardless of the age of the persons or whether they seek grandfather status.
- B. Registration/Proof of Age Form. The Association shall make available a registration/Proof of Age form to all Owners. It shall be the responsibility of the Owner, not the Association, to provide the lessee(s) or other occupants in the Unit with the registration form for the lessee(s)/occupant(s) to complete and return to the Association.
- C. Presumption. Should any person fail or refuse to provide Proof of Age as required in this Section 17.5, the Association shall be justified in assuming that such person is not 55 years of age or older.
- D. Proviso. Any Owners, lessees and occupants who have previously delivered the foregoing Proof of Age to the Association shall be considered in compliance with this Section 17.5 and need not submit further proof.

17.6 Special Power and Duty. It is hereby recognized that a power of the Board of Directors is to contract for and maintain and implement facilities and services which the Board in its discretion deems necessary for this Community to qualify for EXEMPTION THREE of the ACT, as more fully explained in the ADMINISTRATIVE RULES. It is furthermore a duty of the Board of Directors to take whatever steps are reasonably necessary, subject only to limitations of the Governing Documents, for the Community to qualify for

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EXEMPTION THREE of the ACT, as more fully explained in the ADMINISTRATIVE RULES.

17.7 Effective Date. This Section 17 contains limitations substantively the same as that contained in an amendment to the original declaration as recorded in the Public Records of Palm Beach County, Florida on February 17, 1989. Accordingly, any substantive provision contained in the 1989 amendment and reproduced here shall be deemed effective on February 17, 1989.

SECTION 18. EFFECTIVE DATES. The Effective Date of the provisions of the Amended and Restated Declaration, Articles and By-Laws, shall be the date on which this Amended and Restated Declaration, Articles and By-Laws, is recorded in the Public Records of Palm Beach County, Florida. Provided however, that to the extent that any provision in this Declaration or By-Laws contains a use restriction which is in effect the same or similar to that contained in the original declaration or by-laws or any amendment to same, then the effective date of such use restriction is the date of recording of the original declaration/by-laws, or amendment, as applicable.

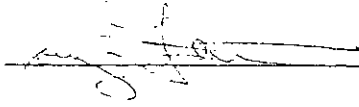
CERTIFICATE OF ADOPTION OF AMENDED AND RESTATED DECLARATION

THE UNDERSIGNED, being the duly elected and acting President and Secretary of CLOISTERS PROPERTY OWNERS ASSOCIATION, INC. hereby certify that the foregoing was approved by not less than a majority of the entire Board of Directors on December 10, 1991 at a special Board Meeting called for the purpose, with quorum present; and was approved by not less than a two-thirds of the voting interests of the members of the Association, voted on Dec. 10, 1991 at an owners' meeting, with quorum present.

WHEREFORE, the Association has caused these presents to be executed in its name and its corporate seal to be affixed by its President and Secretary on the 17th day of December, 1991.

WITNESSES:

CLOISTERS PROPERTY OWNERS ASSOCIATION, INC.



BY: Edward J. Smith
PRESIDENT

Barbara J. Kolon

ATTEST: Henry C. Kupin
SECRETARY

(SEAL)

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STATE OF FLORIDA)
)SS
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this 17 day of December, 1991, before me personally appeared Ed McQuillan and Henry Kalpin, President and Secretary, respectively of CLOISTERS PROPERTY OWNERS ASSOCIATION, INC., a Florida Corporation not for profit, to me known to be the individuals and officers described in and who executed the aforesaid Certification as their free acts and deeds as such duly authorized officers; and that the official seal of the Corporation is duly affixed and the instrument is the act and deed of the Corporation.

WITNESS my signature and official seal at Wood Lakes, in the County of Palm Beach, State of Florida, the day and year last aforesaid.

Henry L. Linnard Jr.
NOTARY PUBLIC, State of Florida at Large

My Commission Expires:

WDLAKEAM

NOTARY PUBLIC STATE OF FLORIDA
COMMISSION EXPIRES 02/29/2000

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EXHIBIT "A"

A PARCEL OF LAND LING IN THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 44 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE ABOVE MENTIONED SECTION 22; THENCE SOUTH 89° 16' 23" WEST ALONG THE SOUTH LINE OF SAID SECTION 22, A DISTANCE OF 673.60 FEET; THENCE NORTH 0° 43' 37" WEST, A DISTANCE OF 90.00 FEET TO A POINT IN THE NORTH LINE OF LAKE NORTH ROAD (S.R. 802), THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE NORTH 0° 06' 29" EAST, A DISTANCE OF 1285.72 FEET; THENCE SOUTH 89° 24' 19" WEST A DISTANCE OF 850.00 FEET; THENCE NORTH 0° 35' 41" WEST, A DISTANCE OF 275.00 FEET TO A POINT OF CURVATURE FROM WHICH THE RADIUS POINT BEARS NORTH 0° 35' 41" WEST; THENCE ALONG SAID CURVE CONCAVE THE NORTHWEST HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 90° 00' 00" FOR AN ARC DISTANCE OF 196.35 FEET TO A POINT OF TANGENCY; THENCE NORTH 0° 35' 41" WEST, A DISTANCE OF 176.04 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 375.00 FEET, A CENTRAL ANGLE OF 22° 18' 34" FOR AN ARC DISTANCE OF 146.01 FEET; THENCE NORTH 53° 37' 11" WEST, A DISTANCE OF 197.22 FEET; THENCE NORTH 26° 22' 49" EAST, A DISTANCE OF 210.00 FEET TO A POINT IN A CURVE; THENCE NORTH 20° 04' 42" EAST ALONG A LINE RADIAL TO SAID CURVE, A DISTANCE OF 60.00 FEET TO A POINT IN A CURVE CONCENTRIC WITH THE LAST MENTIONED CURVE, A DISTANCE OF SAID CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 630.00 FEET, A CENTRAL ANGLE OF 15° 18' 07" FOR AN ARC DISTANCE OF 179.25 FEET TO A POINT OF TANGENCY; THENCE SOUTH 53° 37' 11" EAST, A DISTANCE OF 100.00 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 763.98 FEET, A CENTRAL ANGLE OF 26° 00' 00" FOR AN ARC DISTANCE OF 266.68 FEET TO A POINT OF TANGENCY; THENCE SOUTH 73° 37' 11" EAST, A DISTANCE OF 100.00 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 380.00 FEET, A CENTRAL ANGLE OF 85° 01' 05" FOR AN ARC DISTANCE OF 583.86 FEET; THENCE SOUTH 73° 37' 11" EAST, A DISTANCE OF 580.08 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 22; THENCE SOUTH 0° 06' 33" WEST ALONG SAID EAST LINE A DISTANCE OF 802.00 FEET; THENCE SOUTH 09° 20' 21" WEST, A DISTANCE OF 615.31 FEET; THENCE SOUTH 0° 06' 39" WEST, A DISTANCE OF 585.29 FEET TO A POINT IN THE AFOREMENTIONED NORTH LINE OF LAKE NORTH ROAD; THENCE SOUTH 89° 16' 23" WEST ALONG SAID NORTH LINE, SAID LINE ALSO BEING 90.00 FEET NORTH OF AND PARALLEL TO THE AFOREMENTIONED SOUTH LINE OF SECTION 22, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

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EXHIBIT "B"

ORB 7110 Pg. 583

LAW OFFICES OF STUZIN AND CAMNER
Suite 400, 999 Brickell Avenue
Miami, Florida 33131

ARTICLES OF INCORPORATION

OF

CLOISTERS PROPERTY OWNERS ASSOCIATION, INC.

(A Florida Corporation Not For Profit)

The undersigned, by these Articles, associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, and do hereby certify as follows:

ARTICLE I

NAME

The name of the corporation shall be CLOISTERS PROPERTY OWNERS ASSOCIATION, INC. ("Association").

ARTICLE II

INITIAL REGISTERED OFFICE AND AGENT

The initial registered office of the Association shall be located at 5404 West Kennedy Blvd., Suite 551, Tampa, Florida, 33609. The initial agent shall be George F. Dayton, Jr.

FILED
OCT 31 3 24 PM 1979
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLE III

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof ("members"). The specific purposes for which it is formed are to provide for maintenance, preservation, and architectural compatibility of the residence lots and Common Areas within that certain tract of property located in Palm Beach County, Florida, more particularly described in Exhibit "A" attached hereto and such additions thereto as may hereafter be brought within the jurisdiction of this corporation by annexation ("Property"), to promote the health, safety and welfare of the residents within the Property and any additions thereto as may hereafter be brought within the jurisdiction of this Association and for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, ("Declaration") applicable to the Property and recorded among the Public Records of Palm Beach County, Florida, as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length with all definitions of terms set forth therein being applicable to such terms in these Articles;

(b) fix, levy, collect and enforce payment by any lawful means all charges and Assessments pursuant to the terms of the Declaration, to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise) own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

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

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- (e) have and exercise any and all powers, rights and privileges which a corporation organized under the Corporations Not For Profit Law of the State of Florida by law may now or hereafter have or exercise and not in conflict with these Articles;
- (f) maintain, repair, replace and operate the Common Areas;
- (g) purchase insurance upon the Common Areas and insurance for the protection of the Association and its Members;
- (h) reconstruct improvements to the Common Areas after casualty and further improve the Common Areas;
- (i) make and amend reasonable rules and regulations respecting the maintenance, upkeep, and use of the Common Areas;
- (j) employ personnel to perform the services required for the proper operation, maintenance and upkeep of the Common Areas and the operation of the Association; and
- (k) contract for the management of the Association and the performance of its duties with a third party and delegate to said third party all of the powers and duties of the Association except those required by these Articles or the Declaration to have the approval of the Board of the Members.

ARTICLE IV

QUALIFICATION OF MEMBERS

All Members of the Association must be record owners of a fee or undivided fee interest in Lots within the Property and all such owners shall automatically become Members of the Association. The Declarant as identified and defined in the Declaration ("Declarant") shall be a Member. Termination of membership shall occur upon the recording of a conveyance of the last of all the lots that a member owned.

ARTICLE V

VOTING RIGHTS

Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership by Article IV. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they, among themselves shall determine, but in no event shall more than one (1) vote be cast with respect to any Lot. There shall be no cumulative voting.

ARTICLE VI

BOARD OF DIRECTORS:

The affairs of this Association shall be managed by a Board of not less than three (3) nor more than nine (9) Directors who, for a period of five years after the issuance of the Association's Certificate of Incorporation need not be Members. The initial Board and the succeeding Boards during said 5 year period shall be comprised of three (3) members. The names and addresses of the persons who are to act in the capacity of Directors until the election of their successors are:

John J. Simons 5401 W. Kennedy Blvd., Suite 551 Tampa, Florida 33609	President
Kenneth G. Hamula 5401 W. Kennedy Blvd., Suite 551 Tampa, Florida 33609	Vice-President & Treasurer
George F. Dayton, Jr. 5401 W. Kennedy Blvd., Suite 551 Tampa, Florida 33609	Secretary

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of Writing, Typing or Printing
unsatisfactory in this document
when received.**

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The initial Board herein designated shall serve for one year and thereafter as provided in the By-Laws. Directors may be removed in the manner provided for in the By-Laws.

ARTICLE VII

OFFICERS

The Association shall be administered by the Officers designated in the By-Laws. The Officers shall be elected by the Board at its first meeting following the annual meeting of the Members and shall serve at the pleasure of the Board. The names and addresses of the Officers who shall serve until their successors are designated by the Board are as follows:

John J. Simons 5401 W. Kennedy Blvd., Suite 551 Tampa, Florida 33609	President
Kenneth C. Mamula 5401 W. Kennedy Blvd., Suite 551 Tampa, Florida 33609	Vice-President and Treasurer
George F. Dayton, Jr. 5401 W. Kennedy Blvd., Suite 551 Tampa, Florida 33609	Secretary

ARTICLE VIII

BY-LAWS

The first By-Laws of the Association shall be adopted by the Board and may be altered, amended or rescinded at a regular or special meeting of the Members by a vote of a quorum of Members present in person or by proxy and as more fully set forth in the By-Laws.

ARTICLE IX

INDEMNIFICATION

Every Director and Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by, or imposed upon him, in connection with any proceeding or settlement of any proceeding to which he may be a party or in which he may become involved by reason of him being or having been a Director or Officer of the Association, whether or not he is a Director or Officer at the time such expenses are incurred, but the provisions of this Article shall not apply if a Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, that in the event of a settlement, the indemnification provided herein shall apply only when the Board approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to, and not exclusive of, all other rights to which such Director or Officer may be entitled.

ARTICLE X

DISSOLUTION

The Association may be dissolved in the manner provided by the laws of Florida. Upon dissolution or other termination of the Association, no part of the property of the Association, nor any proceeds thereof, shall be distributed to the members. The assets remaining after payment of all debts and liabilities of the Association shall be dedicated to an appropriate public agency to be devoted to purposes as nearly as practicable to the same as those to which they were required to be devoted by the Association.

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IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, we, the undersigned, constituting the subscribers of this Association, have executed these Articles of Incorporation this 25 day of October, 1979.

John J. Sizons, Jr.
John J. Sizons, Jr.

Kenneth G. Mamula
Kenneth G. Mamula

George F. Dayton, Jr.
George F. Dayton, Jr.

STATE OF FLORIDA)
COUNTY OF Volusia)

BEFORE ME, the undersigned authority, personally appeared John J. Sizons, Jr., Kenneth G. Mamula and George F. Dayton, Jr., to me known to be the persons described in and who executed the foregoing instrument and who acknowledged before me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 25 day of October, 1979.

Patricia A. Dunne
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES DATE 8-12-1982
ISSUED THROUGH GENERAL REGISTRATION

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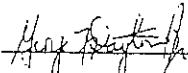
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ACCEPTANCE OF REGISTERED AGENT

FOR

CLOISTER PROPERTY OWNERS ASSOCIATION, INC.

Having been named to accept service of process for the above corporation, at the place designated in these Articles of Incorporation, I hereby accept to act in this capacity, and agree to comply with the provisions of the laws of the State of Florida relative to keeping open said office.



George F. Dayton, Jr.
Registered Agent

FILED
DEC 31 3 12 PM 1978
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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EXHIBIT "C"

AMENDED AND RESTATED BY-LAWS

OF

CLOISTERS PROPERTY OWNERS ASSOCIATION, INC.

Section 1. GENERAL. These are the Amended and Restated By-Laws of CLOISTERS PROPERTY OWNERS ASSOCIATION, INC., hereinafter the "Association", a corporation not for profit organized under the laws of Florida. All prior By-Laws, with amendments thereto, are hereby revoked and superseded in their entirety.

1.1 Seal. The seal of the Association shall be inscribed with the name of the Association, the year of its organization, and the words "Florida" and "not for profit". The seal may be used by causing it, or a facsimile of it, to be impressed, affixed, reproduced or otherwise placed upon any document or writing of the corporation where a seal may be required.

1.2 Definitions. The definitions set forth in the Declaration shall apply to terms used in these By-Laws.

Section 2. MEMBERSHIP AND VOTING RIGHTS.

2.1 Qualifications. The members of the Association shall be the owners of legal title to the Units. The foregoing is not intended to include persons who hold their interest merely as security for the performance of an obligation. Notwithstanding the foregoing to the contrary, the following shall apply:

- A. In the case of a Unit subject to a recorded agreement for deed, the contract vendee shall be deemed the Owner of the Unit for purposes of determining membership and use rights; however, both the contract vendor and contract vendee shall have the responsibilities of an Owner.
- B. In the case of a life estate, only the life tenant (for the duration of his life) shall be deemed the member of the Association; thereafter the persons holding the recorded remainder interest shall become the members of the Association.
- C. In the case of a corporation, business-named partnership or

THIS INSTRUMENT PREPARED BY:
LEVINE AND FRANK, P.A.
3300 PGA Blvd., Suite 800
Palm Beach Gardens, FL 33410
(407) 626-4700

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trust as owner, the Primary Occupant shall be deemed the Owner of the Unit for purposes of determining membership and use rights; however, both the Primary Occupant and the corporation, business-named partnership or trust (as applicable) shall have the responsibilities of an Owner.

2.2 Change in Membership. Subject to the paramount provisions of Section 2.1 above: A change of membership shall be established and become effective by recording in the Public Records of Palm Beach County, Florida, a deed or other similar instrument and by the delivery to the Association of a copy of such instrument. The failure of a new record owner to deliver a copy of such instrument to the Association shall not deprive the new record owner of membership in the Association.

2.3 Termination of Membership. The termination of membership in the Association does not relieve or release a former member from liability or obligation incurred in, or in any way connected with, the Community during the period of his membership, nor does it impair any rights or remedies which the Association may have against any former Owner or member arising out of, or in any way connected with, such ownership and membership and the covenants and obligations incident to same.

2.4 Voting Interests; Votes. The members of the Association are entitled to one (1) vote for the Unit owned by them. The total number of possible votes (the "voting interests") shall equal the total number of Units. The vote of a Unit is not divisible. If a Unit is owned by one natural person, his right to vote shall be established by a record title to the Unit. If a Unit is owned jointly by two or more natural persons, that Unit's vote may be cast by any one of the record Owners. Votes may be cast for Units owned under a trust arrangement, by the Primary Occupant if there is one so designated, and if not, by any trustee. Votes may be cast by Units owned by a business-named partnership by the Primary Occupant if there is one so designated, and if not, by any general partner. Votes may be cast by Units owned by a corporation by the Primary Occupant if there is one so designated and if not, by any officer of the corporation. Votes may be cast for Units owned by an estate in probate, by any personal representative of the estate. If two or more Owners of a Unit do not agree among themselves how their one vote shall be cast, that vote shall not be counted for any purpose. Votes may be cast in person or by proxy, except as otherwise provided in Section 4.2 below.

2.5 Approval or Disapproval of Matters. Whenever the decision or approval of an Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such Unit if in an Association meeting, unless the joinder of record Owners is specifically required.

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Section 3. MEMBERS MEETINGS.

3.1 Annual Meeting. There shall be an annual meeting of the members in each calendar year. The annual meeting shall be held in Palm Beach County, Florida, in the month of December, at a day, place and time designated by the Board of Directors, for the purpose of electing Directors and transacting any other business authorized to be transacted by the members.

3.2 Special Members Meetings. Special members meetings must be held whenever called by the President or by a majority of the Board of Directors, and must be promptly called by the President upon the President or Secretary's receipt of a written petition signed and dated by at least twenty-five (25%) percent of the voting interests of the membership. Such petition shall state the purpose(s) of the meeting. The business at any special meeting shall be limited to the items specified in the petition, and contained in the notice of meeting.

3.3 Court-Ordered Meeting. The Circuit Court of Palm Beach County, Florida may, after notice to the Association, order a meeting of the members to be held:

- A. On application of any member of the Association entitled to vote in an annual meeting if an annual meeting has not been held within any 13-month period; or
- B. On application of a member who signed a demand for a special meeting valid under Section 3.2 above, if:
 1. Notice of the special meeting was not given within sixty (60) days after the date the demand was delivered to the Association's secretary or president; or
 2. The special meeting was not held in accordance with the notice.

The Court may fix the time and place of the meeting, determine the members entitled to participate in the meeting, specify a record date for determining members entitled to notice of and to vote at the meeting, prescribe the form and content of the meeting notice, and enter other orders as may be appropriate.

3.4 Notice of Members' Meetings. Notice of all Annual and Special members meetings must state the time, date, and place of the meeting. Notice of all meetings shall be sent by first class mail to each Owner at his address as it appears on the books of the Association, and an affidavit of the Officer making such mailing shall be retained in the Association records as proof of such mailing. Notice of a members meeting may, alternatively, be delivered in person if a written waiver of mailing is obtained. The member is responsible for providing the Association with any change of the member's address. The notice must be mailed or delivered at least fourteen (14) days, but not more than sixty (60) days, prior to the date of the meeting. The notice of meeting

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must include a description of the purpose or purposes for which the meeting is called.

3.5 Waiver of Notice.

- A. A member may waive any notice of a meeting of the members before or after the date and time stated in the notice. The waiver must be in writing, be signed by the member entitled to the notice, and be delivered to the Association for inclusion in the minutes or filing with the corporate records. Neither the business to be transacted at nor the purpose of any regular or special meeting of the members need be specified in any written waiver of notice.
- B. A member's attendance at a meeting, either in person or by proxy:
 - 1. Waives objection to lack of notice or defective notice of the meeting, unless the member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting; or
 - 2. Waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the member objects to considering the matter when it is presented.

3.6 Record Date for Notice of Meeting and Voting. Only record Owners as of the day before the date on which the notice of a members' meeting is mailed shall be entitled to notice of and vote at the meeting. The record date for determining members entitled to demand a special meeting is the date the first member delivers his demand to the Association. A determination of members entitled to notice of or to vote at a members' meeting is effective for any adjournment of the meeting, unless the Board of Directors fixes a new record date.

3.7 Members' List for Meeting.

- A. After the mailing of notice of any meeting, the Association shall prepare an alphabetical list of the names and addresses of all its members who were mailed notice of the meeting. This list shall be updated as memberships change up to the date of the meeting.
- B. The members' list must be available for inspection by any member for a period of ten (10) days prior to the meeting and continuing up to the start of the meeting at the Association's principal office or at a place identified in the meeting notice in the city/town where the meeting will be held. A member or his agent or attorney is entitled on written demand to inspect the list during regular business

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hours and at his expense, during the period it is available for inspection.

- C. The Association shall make the members' list available prior to the start of the meeting, and any member or his agent or attorney is entitled to inspect the list at any time prior to the start of the meeting.
- D. The members' list is prima facie evidence of the identity of members entitled to examine the members' list or to vote at meeting of members.
- E. If the requirements of this Section 3.7 have not been substantially complied with or if the Association refuses to allow a member or his agent or attorney to inspect the members' list as stated above, the following shall apply: The meeting shall be adjourned until such requirements are complied with on the demand of any member in person or by proxy who failed to get such access, or, if not adjourned upon such demand and such requirements are not complied with, the Circuit Court of Palm Beach County, Florida on application of the member, may summarily order the inspection or copying at the Association's expense and may postpone the meeting for which the list was prepared until the inspection or copying is complete.
- F. Refusal or failure to comply with the requirements of this Section 3.7 shall not affect the validity of any action taken at the meeting.

3.8 Proxies. A proxy may be given by any person entitled to vote, and shall be valid for a period of eleven (11) months from the date of the proxy, unless or until revoked sooner, or unless the proxy states otherwise. Every proxy shall be revocable at the pleasure of the person executing it. To be valid, a proxy must be in writing, dated, and signed by the person authorized to cast the vote for the Unit, and must be delivered to the Secretary at or before the adjournment of the particular meeting. An executed original, an executed telegram or cablegram appearing to have been transmitted by the authorized person, or a photographic, photostatic, facsimile or equivalent reproduction of a proxy form are all valid. Holders of proxies need not be members. The holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy. The proxy may name the Board of Directors as the proxy holder, in which case the proxy shall be voted in the manner determined by resolution of the Board. Subject to Section 3.9 of these By-Laws and to any express limitation on the proxy's authority appearing on the face of the proxy form, the Association is entitled to accept the proxy's vote or other action as that of the member appointing the proxy.

- A. Proviso. Notwithstanding the foregoing to the contrary, proxies shall not be used in connection with the election of Directors.

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3.9 Association's Acceptance of Votes.

- A. If the name signed on a vote, consent, waiver, or proxy appointment corresponds to the name of a member, the Association if acting in good faith is entitled to accept the vote, consent, waiver, or proxy appointment and give it effect as the act of the member.
- B. If the name signed on a vote, consent, waiver, or proxy appointment does not correspond to the name of its member, the Association if acting in good faith is nevertheless entitled to accept the vote, consent, waiver, or proxy appointment and give it effect as the act of the member if:
1. The member is an entity and the name signed purports to be that of an officer or agent of the entity;
 2. The name signed purports to be that of an administrator, executor, guardian, personal representative, or conservator representing the member and, if the Association requests, evidence of fiduciary status acceptable to the Association has been presented with respect to the vote, consent, waiver, or proxy appointment;
 3. The name signed purports to be that of a receiver, trustee in bankruptcy, or assignee for the benefit of creditors of the member and, if the Association requests, evidence of this status acceptable to the Association has been presented with respect to the vote, consent, waiver, or proxy appointment;
 4. The name signed purports to be that of a pledgee, beneficial owner, or attorney-in-fact of the member and, if the Association requests, evidence acceptable to the Association of the signatory's authority to sign for the member has been presented with respect to the vote, consent, waiver, or proxy appointment; or
 5. Two or more persons are the member as cotenants or fiduciaries and the name signed purports to be the name of at least one of the coowners and the person signing appears to be acting on behalf of all the coowners.
- C. The Association is entitled to reject a vote, consent, waiver, or proxy appointment if the secretary or other Officer or agent authorized to tabulate votes, acting in good faith, has reasonable basis for doubt about the validity of the signature on it or about the signatory's

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authority to sign for the member.

- D. The Association and its Officer or agent who accepts or rejects a vote, consent, waiver, or proxy appointment in good faith and in accordance with the standards of this Section 3.9 are not liable in damages to the member for the consequences of the acceptance or rejection.
- E. Corporate action based on the acceptance or rejection of a vote, consent, waiver, or proxy appointment under this Section 3.9 is valid unless a Court of competent jurisdiction determines otherwise.

3.10 Vote Required. If a quorum exists, action on a matter (other than the election of Directors) by the members is approved if the votes cast favoring the action exceed the votes cast opposing the action, unless the Governing Documents or applicable law require a greater number of affirmative votes.

3.11 Quorum. The quorum for members' meetings is as stated in Section 4.3 of the Articles. After a quorum has been established at a members' meeting, the subsequent withdrawal of members, so as to reduce the number of voting interests entitled to vote 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.

3.12 Adjournment of the Meeting. Any duly called meeting of the members may be adjourned to a later date by the vote required under Section 3.10 of these By-Laws, regardless of whether a quorum has been attained. A meeting may be adjourned for lack of a quorum and also if there is an insufficient number of votes to approve any particular item of business on the agenda. A new notice of the adjourned meeting shall be given as required by Section 3.4 of these By-Laws.

3.13 Order of Business. The order of business at members meetings shall be substantially as follows:

- A. Call to order by the President (or other Officer in the absence of the President)
- B. Appointment of a Chairperson, only if the President is absent; otherwise, the President chairs the meeting
- C. Appointment of a Parliamentarian
- D. Call of the roll or certification of quorum
- E. Proof of notice of meeting or waiver of notice
- F. Minutes of last members meeting - read or waive reading
- G. Reports of Officers

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- H. Reports of Committees
- I. Election of Directors (where appropriate)
- J. Unfinished Business
- K. New Business
- L. Adjournment

3.14 Minutes of Meetings. The minutes of all meetings of the membership shall be kept in a book available for inspection by members and/or their authorized representatives at any reasonable time. Member(s) of the Association and their authorized representatives shall have the right to make handwritten notations from the minutes, and to receive photocopies of the Minutes at the cost of the member(s) concerned. The Board of Directors shall establish such cost. Any business which might have been conducted at the meeting as originally scheduled may be conducted at the continued meeting.

3.15 Action by Members Without a Meeting. Owners may take action by written agreement without a meeting, as long as written notice is given to the Owners in the manner prescribed elsewhere in these By-Laws appropriate to the subject matter to be agreed on unless that notice is waived as provided in these By-Laws. The decision of a majority of the Owners, or a larger percentage vote as otherwise may be required by any law, or the Governing Documents (the decision to be evidenced by written consent to be solicited in the notice), shall be binding on the membership, provided a quorum submits a response. The notice shall set forth a time period within which responses must be made by the members, which shall in no event be later than sixty (60) days from the date of the first written consent. This Section 3.15 shall not apply to the election of Directors.

Section 4. BOARD OF DIRECTORS.

The administration of the affairs of the Association shall be by a Board of Directors, with each Director having a fiduciary relationship with the Owners. All powers and duties granted to the Association by Law, as modified and explained in the Governing Documents, shall be exercised by the Board, subject to approval or consent of the Owners only when such is specifically required. An Owner does not have the authority to act for the Association by reason of being an Owner.

4.1 Number and Terms of Service.

- A. Number and Staggered Board. The number of Directors which shall constitute the whole Board of Directors shall be not less than five (5) nor more than nine (9) Directors, the precise number to be determined by the members at each annual meeting. In order to provide for a continuity of experience, a system of staggered terms was previously established. Following the annual meeting in December 1991,

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there will be three (3) Directors serving for three (3) year terms, two (2) Directors serving for two (2) year terms, and two (2) Directors serving for one (1) year terms; for a total of seven (7) Directors.

- B. Term. A Director elected shall serve for a term of three (3) years until his successor is duly elected, unless he sooner resigns, or is recalled pursuant to Section 4.4 below.
1. Exception. In any year where the members vote to increase the number of Directors to serve on the Board when compared with the previous year, then the additional Director(s) elected shall be selected as follows: If one additional Director, for three (3) years; if two additional Directors, then a two and three year term.

4.2 Election of Directors. At each annual meeting (or annual or special meeting in the event of recall), the members shall elect as many Directors as there are regular terms of Directors expiring and other vacancies to be filled, and additional Directors if desired and appropriate. Not less than sixty (60) days before the annual meeting, the Association must send notice to each Owner of the date. Not less than forty (40) days prior to the date of the meeting, eligible candidates must deliver to the Secretary of the Association, written notice of his or her desire to run for the Board of Directors in order to be eligible to be placed on the election ballot. Any candidate may furnish the Association with an information sheet which shall be no larger than 8 1/2 inches by 11 inches, to be received by the Association no later than thirty-five (35) days before the election. The Association shall have no liability for the contents of this information sheet prepared by the candidate. The Board of Directors shall be permitted to appoint a nominating committee whose function will be to encourage eligible candidates to provide notice to the Secretary of the Association of their intent to run for the Board. Not less than thirty (30) days prior to the date of the annual meeting, the Association shall provide a notice to all Owners reminding them of the date, time and place of the annual meeting, together with a ballot listing all eligible candidates and any information sheets received from same (and listing any other agenda items). Directors shall be directed by a plurality of the ballots cast. There shall be no quorum requirement or minimum number of ballots cast necessary for the election portion of the annual meeting. No Owner shall permit any other person to cast his ballot, and any such ballots improperly cast shall be deemed invalid. Ballots shall not be opened up until after the start of the annual meeting. In the election of Directors, there shall be appurtenant to each Unit as many votes as there are Directors to be elected. No voting representative of any Unit may cast more than one vote for any candidate, it being the intent that casting ballots in the election of Directors shall be non-cumulative. The candidates receiving the highest number of ballots cast shall be declared elected, except that any tie vote shall be decided by the flip of a coin. When candidates are running for both two (2) and three (3) year terms, the determination of which Director receives which term shall be determined as follows: The candidate

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receiving the greatest number of votes shall be accorded the longer term. A newly elected Director shall take office immediately upon the adjournment of the annual meeting at which he is elected.

4.3 Resignation of Directors. A Director may resign at any time by delivering written notice to the Board of Directors or to the President or Secretary. A resignation is effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor does not take office until the effective date.

4.4 Removal of Directors (Recall).

A. By Members Action. Any or all Directors may be removed with or without cause by a majority of the voting interests, either by a written agreement or at any meeting called for that purpose.

1. By Written Agreement. If a proposed recall is sought by written agreement, a separate agreement is required for each member of the Board being recalled. A special Owners' meeting must be called by the Association and held not less than forty (40) days from the date of the Board's receipt of the written agreement for the purpose of the members filling the vacancies created by recall. The foregoing procedure shall apply notwithstanding any other provision in these By-Laws to the contrary.

2. By Special Meeting. A special meeting for the purpose of recall shall be called pursuant to Section 3.2 of these By-Laws. The notice of the meeting must be accompanied by a dated copy of a signature list of at least twenty-five percent (25%) of the voting interests, stating that the purpose of the signatures is for recall. The notice of meeting shall specify a person, other than a Board member, subject to that recall, who shall call the meeting to order and determine whether a quorum is present. The failure of the notice to so designate a person shall not invalidate an otherwise valid notice. The meeting must be held not less than fourteen (14) days nor more than sixty (60) days from the date notice is given. The first order of business, upon the determination that a quorum exists, shall be the election of a presiding officer for that meeting who shall be a person other than a Director subject to that recall. The proposed recall of more than one member of the Board shall require a separate vote for each member sought to be recalled. Any vacancies resulting by

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reason of recall at the meeting, shall be filled by the members of the Association, and the procedures of Section 4.2 above shall control.

3. Re-election. Any Director recalled shall not be eligible for re-election at the Owners' meeting in question.

B. Forced Removal. If a Director is absent from three (3) or more consecutive regular meetings of the Board, the Board of Directors has the authority to remove that Director and declare the office of the Director to be vacant. In that event, the Board of Directors has the power to choose the successor.

4.5 Vacancies on the Board. If the office of any Director or Directors becomes vacant for any reason, other than recall as provided for in Section 4.4.1.A or 4.4.B above, a majority of the remaining Directors, though less than a quorum, shall promptly choose a successor or successors who shall hold office for the unexpired term of his predecessor in office. If the office of any Director or Directors become(s) vacant for reason of recall pursuant to Section 4.4.A.2 above, the members shall choose a successor as provided in Section 4.4.A.2 above, to hold office for the unexpired term of his predecessor in office. A vacancy that will occur at a specific later date (by reason of a resignation effective at a later date) may be filled before the vacancy occurs but the new Director may not take office until the vacancy occurs.

4.6 Meetings of the Board of Directors.

- A. Organizational Meeting. The organizational meeting of a new Board of Directors shall be held within ten (10) days after the election of new Directors, at such place and time as may be fixed by the Directors at the annual meeting at which they were elected.
- B. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors.
- C. Special Meetings. Special meetings of the Directors may be called by the President, and must be called by the President or Secretary at the written request of a majority of the Directors.
- D. Adjourned Meetings. Any duly called meeting of the Board of Directors may be adjourned to a later date by a vote of the majority of the Directors present, regardless of whether a quorum has been attained. No notice of adjournment is required to be given to any Director who was not present at the time of adjournment. Any business which might have been

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conducted at the originally scheduled meeting may be conducted at its continuance.

- E. Telephone Conference. The Board of Directors may permit any or all Directors to participate in a regular or special meeting by, or conduct the meetings through the use of, any means of communication by which all Directors participating and members present may simultaneously hear each other during the meeting. A Director participating in a meeting by this means is deemed to be present in person at the meeting.

4.7 Notice of Board Meetings.

- A. Notice to Directors. Notice of the time and place of meetings shall be given to each Directors, personally or by mail, telephone or telegraph, and shall be transmitted at least three (3) days prior to the meeting; notwithstanding the foregoing to the contrary, no notice need be given to Directors of a meeting if it is a regular meeting which is held on the same date of each month. Notice of all special meetings shall state the purpose of the meeting.
- B. Notice to Owners. Notice of all Board meetings shall be posted in the clubhouse on the Properties at least forty-eight (48) hours in advance, except in an emergency.
- C. Waiver of Notice. Notice of a meeting of the Board of Directors need not be given to any Director who signs a waiver of notice either before or after the meeting. Attendance of a Director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened; except when a Director states, at the beginning of the meeting or promptly upon arrival at the meeting, any objection to the transaction of business because the meeting is not lawfully called or convened.

4.8 Quorum and Voting.

- A. Quorum. A quorum at a Board meeting shall be attained by the presence in person of a majority of the entire Board of Directors.
- B. Vote Required. The acts approved by a majority of those Directors present and voting at a meeting at which a quorum has been attained shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Governing Documents or by applicable Statutes. Directors may not vote by proxy at Board meetings.

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C. Presumption of Assent. A Director who is present at a meeting of the Board, inclusive of the President, shall be deemed to have voted in favor of any action taken, unless:

1. He objects at the beginning of the meeting (or promptly upon his arrival) to holding it or transacting specified business at the meeting; or
2. He votes against or abstains from the action taken.

4.9 Meetings Open to the Members. Meetings of the Board of Directors shall be open to all members to attend and observe. No member, however, shall be entitled to participate in the meeting unless specifically invited to do so, and in the manner set forth by the Board.

4.10 The Presiding Officer. The President of the Association, or in his absence, the Vice-President, shall be the presiding officer at all meetings of the Board of Directors. If neither is present, the presiding officer shall be selected by majority vote of those Directors present.

4.11 Order of Business. The order of business at meetings of the Directors, as appropriate, shall be:

- A. Calling of roll
- B. Proof of notice of meeting or waiver of notice
- C. Reading and disposal of any unapproved minutes of Board meetings
- D. Reports of Officers and committees
- E. Election of Officers (if any)
- F. Unfinished business
- G. New business
- H. Adjournment

4.12 Joinder in Meeting by Approval of Minutes. A Director may join in the action of a meeting by signing and concurring in the minutes of that meeting. That concurrence, however, shall not constitute the presence of that Director for the purpose of determining a quorum.

4.13 Minutes of Meeting. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by members of the Association and/or their authorized representative(s) at any reasonable time. These individuals shall have the right to make written notations from the minutes, and to receive photocopies thereof at the cost of the member concerned. The Board of Directors shall establish such cost.

4.14 Committees.

- A. Standing and Special Committees. The Board of Directors, by resolution, may appoint Committees to assist in the conduct of the affairs of the Association.

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B. Executive Committee. The Board of Directors, by resolution, may appoint an executive committee to consist of two or more members of the Board. The executive committee shall have and may exercise all of the powers of the Board in the management of the business and affairs of the Association during the intervals between the meetings of the Board insofar as may be permitted by law. The executive committee, however, shall not have power to:

1. determine the common expenses required for the operation of the Association and the Community;
2. determine the assessments payable to the Owners to meet the common expenses of the Association;
3. adopt or amend Rules and Regulations;
4. purchase or lease real property in the name of the Association;
5. approve or recommend to Owners any actions or proposals required by the Governing Documents to be approved by the Owners; and
6. fill vacancies on the Board of Directors or the Executive Committee. Vacancies on the Executive Committee shall be filled only by resolution of a majority of the entire Board of Directors.
7. Those matters as prohibited by law, from time to time.
8. Any other matters determined by the Board of Directors in a resolution of the Board.

4.18 Failure to Elect Director Quorum. If the Association or the Board of Directors fails to fill vacancies on the Board of Directors sufficient to constitute a quorum, any member of the Association may apply to the Circuit Court in and for Palm Beach County, Florida, for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days prior to applying to the Circuit Court, the member shall mail to the Association and post conspicuously on the Properties, a notice describing the intended action, giving the Association time to fill the vacancies. If during such time the Association fails to fill the vacancies, the Member may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver and reasonable court costs and reasonable attorneys' fees incurred by the petitioner(s). The receiver shall have all the powers and duties of a duly constituted Board of Directors and shall serve as such until the Association fills vacancies on the Board sufficient to constitute a quorum.

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ORB. 7110 Pgs 603

Section 5. OFFICERS.

5.1 Officers - Required; Appointment; Removal; Resignation; Vacancies. The executive officers of the Association shall be a President, and a Vice-President, who must be Directors, a Treasurer and a Secretary, all of whom shall be elected annually by a majority vote of the entire Board. Any person except the President may hold more than one (1) office. The Board of Directors may, from time to time, appoint such other Officers, and designate their powers and duties, as the Board shall find to be required to manage the affairs of the Association. If the Board so determines, there may be more than one Vice-President. Any Officer may be removed with or without cause by vote of a majority of the entire Board at any Board meeting. An Officer may resign at any time by delivering notice to the Association. A resignation is effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Association accepts the future effective date, the Board of Directors may fill the pending vacancy before the effective date if the Board of Directors provides that the successor does not take office until the effective date.

5.2 President. The President shall be the chief executive officer of the Association; he shall preside at all meetings of the members and Directors, shall be ex-officio a member of all standing committees, shall have general and active management of the business of the Association, and shall see that all orders and resolutions of the Board are carried into effect. He shall give, or cause to be given, notice of all meetings of the members and of the Board of Directors. He shall execute bonds, mortgages, and other contracts requiring seal of the Association, except where such are permitted by law to be otherwise signed and executed, and the power to execute is delegated by the Board of Directors to some other officer or agent of the Association.

5.3 Vice-Presidents. The Vice-Presidents, in the order of their seniority shall, in the absence or disability of the President, perform the duties and exercise the power of the President, and shall perform such other duties as the Board of Directors may prescribe. "Absence" or "disability" shall be viewed on a case by case, duty by duty basis, and as used herein, shall mean incapability of the President to effect a particular duty under question, incident to the office of the President.

5.4 Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the members and shall cause all votes and the minutes of all proceedings to be recorded in a book or books to be kept for the purpose, and shall perform like duties for the standing committees and Executive Committee when required. He shall maintain an accurate and up-to-date roster of Owners and their addresses. He shall keep in safe custody the seal of the Association and, when authorized by the Board, affix the seal to any instrument requiring it. The Secretary shall be responsible for the proper recording of all duly adopted amendments to the Governing Documents. Any of the foregoing duties may be performed by the Assistant Secretary, if one has been designated.

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ORR 7110 Pg 604

5.5 Treasurer. The Treasurer shall have responsibility for the custody of Association funds and securities and the keeping of full and accurate accounts of receipts and disbursements in books belonging to the Association. He shall cause all monies and other valuable effects to be deposited in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. He shall oversee disbursement of the funds of the Association, making proper vouchers for such disbursements, and shall render to the President and Directors, at the regular meetings of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Association. He shall also oversee preparation of the proposed annual budget. Any of the foregoing duties may be performed by an Assistant Treasurer, if any has been designated.

5.6 Special Duty. The Board shall from time to time delegate to one of its Officers, the responsibility for preparing minutes of Directors' and members' meetings and for authenticating records of the Association. Should or to the extent that the Board shall fail to delegate same, the responsibility shall lie with the Secretary.

Section 6. COMPENSATION OF DIRECTORS, OFFICERS AND COMMITTEE MEMBERS; ASSOCIATION MEMBERS AND THEIR SPOUSES. Neither Directors, Officers, nor committee members shall receive compensation for their services as Directors, Officer or committee member (as applicable), unless compensation is approved by a majority of the voting interests of all members of the Association, and if required, the persons are duly licensed as Community Association Managers. Nothing herein shall preclude the Board of Directors from employing a Director, Officer or committee member for the management of the Community, or for any other service to be supplied by such Director, Officer, or committee member. Directors, Officers and committee members shall be entitled to reimbursement for all actual and proper out-of-pocket expenses, relating to the proper discharge of their respective duties.

Section 7. FISCAL MATTERS. The provisions for fiscal management of the Association set forth in Section 5 of the Declaration shall be supplemented by the following provisions:

7.1 Annual Budget. The Board of Directors shall adopt an annual budget for common expenses for each fiscal year. A copy of the adopted budget shall be provided to all the Owners. The proposed budget shall be detailed and shall show the amounts budgeted by accounts and expense classifications.

7.2 Reserves. In addition to annual operating expenses, the budget must include adequate reserve accounts for capital expenditures and deferred maintenance as to those Properties for which the Association is obligated to maintain, repair and replace under the Declaration. The Association may, but shall not be obligated, to include operating reserves in the budget.

7.3 Annual Assessments. Annual assessments based on the adopted budget shall be paid in monthly installments, in advance, due on the first days of each and every month, unless otherwise specified by the Board of Directors. One written notice of the annual assessment shall be provided to all members, prior to January 1 of the particular year; no other notices need be given by

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the Association. Failure to send or receive such notice shall not excuse the obligation to pay. If an annual budget for a new budget year has not been adopted at the time the first installment for that year is due, it shall be presumed that the amount of such installment is the same as the previous installment, and shall be continued at such rate until a budget is adopted and pro rata assessments are calculated, at which time any overage or shortage calculated shall be added or subtracted from each Unit's next due installment.

7.4 Special Assessments. Special assessments may be imposed by the Board of Directors when needed to meet any proper common expense(s) for which there is/are not sufficient funds in the annual budget and annual assessments. Special assessments are due on the date(s) specified in the resolution of the Board approving such assessment. The notice of any special assessment which has been levied must contain a statement of the purpose(s) of the assessment.

- A. Proviso. A special assessment which exceeds ten (10%) percent of the annual budget, cumulatively in a budget year, to be valid and effective must be ratified by a majority of those members of the Association present in person and by proxy at a members' meeting. Any such special assessment which is less than said percentage is valid and effective upon the vote of the Board of Directors alone.

7.5 Depository. The Association shall maintain its accounts only in such banks or savings and loan associations as shall be designated from time to time by the Board. All such accounts shall be federally insured. Withdrawal of monies from such accounts shall be only by such person(s) as are authorized by the Board.

7.6 Financial Reporting. The Board of Directors shall cause either a review or an audit of the books records to be conducted by a certified public accountant licensed in the State of Florida. The choice of such form of financial reporting shall be within the sole discretion of the Board of Directors.

7.7 Fiscal Year. The fiscal year for the Association shall begin on the first day of January of each year. The Board of Directors may change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed in the Internal Revenue Code of the United States of America.

7.8 Annual Election of Income Reporting Method. The Board of Directors shall make a determination annually, based on competent advice, the method by which the Association's income shall be reported to the Internal Revenue Service, based upon the method which yields the lowest tax liability.

Section 8. SYSTEM OF FINES FOR NON-COMPLIANCE; SUSPENSION.

8.1 Authority and Scope. The Board of Directors may impose fines on any Owner and Unit for any violations of the Governing Documents and Rules and Regulations; as amended from time to time; and/or violations of the Law; by Owners or the Owners' tenant(s); and/or their family members, agent(s),

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guest(s), visitor(s), servant(s), etc. Late fees shall be governed by Section 5 of the Declaration and not this Section 8.

8.2 Owner is Liable. Each and every such violation shall be the responsibility of and attributed to the Owner (and his Unit) regardless of whether the offending party is in fact the Owner or the Owner's tenant(s), or their family, agent(s), guest(s), visitor(s), servant(s), etc. As such, the Owner is responsible for the actions of the Owner's tenant(s) and family, agent(s), guest(s), visitor(s), servant(s), etc.

8.3 Written Notice Required: Contents. No fine shall be imposed against an Owner for any violation unless and until the offending party or parties (which always shall include the Owner) has/have been given an opportunity to request a hearing on whether the fine should be levied. The Association shall provide notice to the offending party or parties that they have an opportunity to request a hearing on whether the fine should be levied. If the Association fails to receive a written request for a hearing within fifteen (15) days after the Association mails such notice, no hearing need be held, and the fine may be levied automatically without further warning. The written notice from the Association shall also include a statement as to the provisions of the Governing Documents, Rules and Regulations and/or Law which are being violated and the names of the violators, if known. If a hearing is timely requested, then the Board of Directors shall schedule a hearing as soon as is possible and notify the offending party or parties of the date, time and place of the hearing.

8.4 Level of Fines. A fine for each violation shall be in the amount not to exceed \$15.00. This fine may be levied at the particular rate per day for each day that the violation occurs, on a running per day basis, so long as the Board's notice informs the offending party or parties of this possibility.

8.5 Record Keeping. The Association shall maintain a file of all notices issued and findings of the Board of Directors in order that a record of offenses and offenders may be kept.

8.6 Hearing Before The Board of Directors. If the offending party or parties requested a hearing before the Board of Directors, then the following shall apply:

- A. A party against whom the fine may be levied shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, to have counsel present, and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Association.
- B. Failure of the Owner and the violator in question to appear at the scheduled meeting may result in the automatic vote by the Board that the Owner is in violation, whereupon the fine may be levied without further advance warning.

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Notwithstanding any provision in these By-Laws to the contrary, the Board of Directors shall be permitted to delegate the conduct of hearings to a Committee ("Hearings Committee"), which Hearings Committee will make recommendations to the Board of Directors for a final Board decision.

8.7. Collection of the Fine. Once a fine is deemed to be due and owing, the Association shall provide written notice to the Owner of the fine due and owing, with due date for payment. The notice shall inform the Owner of his rights to appeal under Section 8.8 of these By-Laws. The fine shall be paid and collectible as a Charge pursuant to the provisions of the Declaration.

8.8. Appeal. An Owner is hereby given the right to appeal the decision of the Board of Directors as to a fine. Any Owner who desires to appeal must make written request for same to be received by the Board of Directors within fifteen (15) days from the date that the Board mails the notice referred to in Section 8.7 above. If such written request is timely received by the Association, an appeal shall be conducted by a committee appointed by the Board of Directors, none of whom shall be members of the Board. The decision of that committee shall be final. If such an appeal is not timely requested, then the decision of the Board of Directors is final.

8.9. Suspension.

- A. The Board of Directors of the Association shall be permitted to suspend the voting rights and/or right of use of the Common Area of any member (including his family members, lessees, guests, etc.) during any period in which the member shall be delinquent in the payment of any Charge or assessment levied by the Association. Such suspension may be made by the Board of Directors without having to follow the notice and hearing procedures under Section 8 of these By-Laws.
- B. The Board of Directors may also vote to suspend the voting rights and/or right of use by an Owner (including his family members, lessees, guests, etc.) of the Common Area for a period not to exceed sixty (60) days in the event that any Owner or other violator violates any provision of the Governing Documents or Rules and Regulations or Law, other than the delinquency in payment of assessments or Charges levied by the Association. However, in connection with such suspension, all provisions regarding notice, hearing and appeal as provided for in this Section 8 shall apply, as if the suspension were deemed to be a fine.
- C. Proviso. However, at no time shall the right of ingress or egress to a Unit be denied to an Owner or permanent occupant under this Section 8.9. This proviso shall not preclude the denial of ingress or egress to Guests.

8.10. Concurrent Remedies. The fine system and suspensions may be invoked independently of or concurrently with any other remedies provided for

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in the Governing Documents or Law. As such, the fine system and/or suspensions is/are not a condition precedent to the Association's pursuit of other remedies available to it under the Governing Documents or under the Law. Also, the fact that a fine is levied and/or paid or suspension results does not constitute compliance with the Governing Documents, Rules and Regulations and Law, if in fact the violation(s) remain(s).

Section 9. PARLIAMENTARY RULES. ROBERTS' RULES OF ORDER (latest edition) shall govern the conduct of meetings of the Membership and Board of Directors when not in conflict with the Governing Documents or applicable Law.

Section 10. BOOKS AND RECORDS. Corporate recordkeeping and books and records inspection, including rights of members with respect to same, shall be as covered or permitted by Chapter 617, Florida Statutes, as amended from time to time.

Section 11. EMERGENCY BY-LAWS.

11.1 The Board of Directors may adopt By-Laws to be effective only in an emergency defined in Section 11.5 below. The emergency By-Laws, which are subject to amendment or repeal by the members, may make all provisions necessary for managing the Association during an emergency, including:

- A. Procedures for calling a meeting of the Board of Directors;
- B. Quorum requirements for the Meeting; and
- C. Designation of additional or substitute Directors.

11.2 The Board of Directors, either before or during any such emergency, may provide, and from time to time modify, lines of succession in the event that during such emergency any or all Officers or agents of the Association are for any reason rendered incapable of discharging their duties.

11.3 All provisions of the regular By-Laws consistent with the emergency By-Laws remain effective during the emergency. The emergency By-Laws are not effective after the emergency ends.

11.4 Corporate action taken in good faith in accordance with the emergency By-Laws:

- A. Binds the Association; and
- B. May not be used to impose liability on a Director, Officer, employee, or agent of the Association.

11.5 An emergency exists for purposes of this Section 11 if a quorum of the Association's directors cannot readily be assembled because of some catastrophic event.

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Section 12. AMENDMENT OF THE BY-LAWS. All amendments to the By-Laws shall be proposed and adopted in the following manner:

12.1 Proposal. Amendments to these By-Laws may be proposed by the Board of Directors or by written petition signed by the Owners of one-fourth (1/4) of the Units. If any Amendment is proposed by written petition, the Board of Directors shall adopt a resolution approving the Amendment.

12.2 Procedure; Notice and Format. Upon any amendment or amendments to these By-Laws being proposed as provided above, the proposed amendment or amendments shall be submitted to a vote of the members not later than the next annual meeting, unless insufficient time to give proper notice remains before that meeting. The full text of any amendment to the By-Laws shall be included in the notice of the Owners' meeting at which a proposed amendment is considered by the Owners. New words shall be inserted in the text by underlining and words to be deleted shall be lined through with hyphens; however, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of By-Laws. See provision _____ for present text."

12.3 Vote Required. Except as otherwise provided by Florida Law, or by specific provision of the Governing Documents, this Declaration may be amended by concurrence of not less than a majority of the entire Board of Directors and not less than a majority of the voting interests of the entire membership of the Association.

12.4 Certificate; Recording; Effective Date. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the By-Laws, which certificate shall be in the form required by law and shall be executed by any Officer of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Palm Beach County, Florida. The certificate must identify the Book and Page of the Public Records where the Declaration is recorded.

12.5 Provisions. Notwithstanding any provision in the Governing Documents to the contrary:

- A. No amendment shall operate to unlawfully discriminate against any Unit or class or group of Units.
- B. An Amendment to these By-Laws that adds, changes, or deletes a greater or lesser quorum or voting requirement must meet the same quorum requirement and be adopted by the same vote required to take action under the quorum and voting requirements then in effect or proposed to be adopted, whichever is greater.

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- C. Any emergency By-Laws adopted pursuant to Article 11 of these By-Laws may be adopted or amended by the vote of a majority of the entire Board of Directors at the time there is no emergency, or by a lesser vote as determined by the Board in the event of an emergency; such By-Laws need not be recorded, and shall become effective as resolved by the Board of Directors. This Section 12.5.D of the By-Laws shall not preclude the members from amending or repealing such emergency By-Laws as provided in Sections 12.1 through 12.4 above. No emergency By-Laws amended or repealed by the members shall be amended by the Board of Directors, without following the procedures set forth in Sections 12.1 through 12.4 above.
- D. No amendment shall diminish or impair any of the rights, privileges, powers and/or options provided in this Declaration in favor of or reserved to record owners of any institutional mortgages or negatively affect the salability of an institutional first mortgage on the secondary mortgage market, unless the Institutional Mortgages shall join in the execution of the amendment.

CERTIFICATE OF ADOPTION OF THE AMENDED AND RESTATED BY-LAWS

THE UNDERSIGNED, being the duly elected and acting President and Secretary of CLOISTERS PROPERTY OWNERS ASSOCIATION, INC., hereby certify that the foregoing was approved by a majority of the entire Board of Directors on Dec. 10 1991, at a special Board Meeting called for the purpose, with a quorum present; and was approved by a majority of the voting interests of those members of the Association present in person or by proxy at an Owners' Owners' meeting on December 10 1991, with a quorum present.

The foregoing both amend and restate the By-Laws in their entirety.

Executed on this 17 day of December, 1991.

CLOISTERS PROPERTY OWNERS ASSOCIATION, INC.

Richard E. Smith
PRESIDENT

Henry E. Kaplan
SECRETARY

WDLAKXC

GELFAND & ARPE, P.A.
ATTORNEYS AT LAW

MICHAEL J. GELFAND*
MARY C. ARPE

TANIQUE G. LEE
CHRISTOPHER J. SCHUSTER
ILISA L. CARLTON

* BOARD CERTIFIED REAL ESTATE LAWYER

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WEST PALM BEACH

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BY APPOINTMENT:

COMPSON FINANCIAL CENTER
980 NORTH FEDERAL HIGHWAY
SUITE 434
BOCA RATON, FL

REPLY TO WEST PALM BEACH

July 15, 2002

Jerry Flatow
Property Management Resources, Inc.
4000 South 57th Avenue #101
Lake Worth, FL 33463

Re: The Cloisters Property Owners Association, Inc.
/Amendment(Vehicles)

Dear Jerry:

Enclosed is the Original Second Certificate of Amendment to the Amended and Restated Declaration of Restrictions, Reservations and Covenants for the Cloisters A/K/A Villages of Woodlake. The Amendment is recorded in Official Records Book 13769 at Page 1184, Public Records of Palm Beach County, Florida. This Amendment should be kept with the Association's other recorded documents.

Sincerely,



Ilisa L. Carlton
For the Firm

ILC/
Enclosures

This Instrument Prepared by
and PLEASE RETURN TO:

Hisa L. Carlton, Esq.
Gelfand & Arpe, P.A.
WILL CALL BOX 58
One Clearlake Centre, Suite 1010
250 South Australian Avenue
West Palm Beach, Florida 33401-5014

(561) 655-6224

06/04/2002 15:49:27 20020281140
OR BK 13769 PG 1184
Palm Beach County, Florida

**SECOND CERTIFICATE OF AMENDMENT TO THE AMENDED AND RESTATED
DECLARATION OF RESTRICTIONS, RESERVATIONS AND COVENANTS FOR THE
CLOISTERS A/K/A VILLAGES OF WOODLAKE**

THE UNDERSIGNED of CLOISTERS PROPERTY OWNERS ASSOCIATION, INC., %
Property Management Resources, Inc., 4000 South 57th Avenue, #101, Lake Worth, FL 33463 certifies that the attached
text (Exhibit "A") was duly adopted as an amendment to the Amended and Restated Declaration of Restrictions,
Reservations and Covenants for the Cloisters A/K/A Villages of Woodlake recorded in Official Records Book 7110
at Page 525 of the Public Records of Palm Beach County, Florida. Written consent for the amendment has been given
in accordance with Section 15.4 of the Amended and Restated Declaration of Restrictions, Reservations and Covenants
for the Cloisters A/K/A Villages of Woodlake and has been given in accordance with the provisions of §617.0701(4)
Fla. Stat. (2001).

Dated this ✓ ___ day of May, 2002.

Witnessed by:

Cloisters Property Owners Association, Inc.

Signature: *Joseph Bender*
Print Name: _____

By: *Joseph Bender*
JOSEPH BENDER, President

Signature: *Jean L. Bourgeois*
Print Name: JEAN L. BOURGEOIS

Signature: *Don D. Stoops*
Print Name: DON D. STOOPS

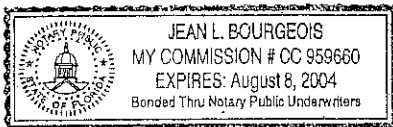
By: *Marjorie Marshall*
~~JOSEPH BENDER~~, Secretary
MARJORIE MARSHALL

Signature: *Christa H. Maxwell*
Print Name: CHRISTA H. MAXWELL

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

[CORPORATE SEAL]

The foregoing instrument was acknowledged before me this 23RD day of May, 2002 by Joseph Bender and
Marjorie Marshall Ruth Campbell, the President and Secretary, respectively of Cloisters Property Owners Association, Inc. who are
personally known to me or who have produced DRIVERS LICENSE as identification and who
did not take an oath.



Signature: *Jean L. Bourgeois*
Print Name: JEAN BOURGEOIS

Notary Public, State of Florida
Serial Number:
My commission expires:

**EXHIBIT "A" TO THE
SECOND CERTIFICATE OF AMENDMENT
TO THE AMENDED AND RESTATED
DECLARATION OF RESTRICTIONS, RESERVATIONS AND COVENANTS FOR
THE CLOISTERS A/K/A VILLAGE OF WOODLAKE**

The Amended and Restated Declaration of Restrictions, Reservations and Covenants for the Cloisters A/K/A Village of Woodlake is amended as follows (the language added is underlined; the language deleted is ~~struck-out~~):

1) Section 8.4(A) entitled "General Description of Permitted Vehicles" is amended as follows:

A. General Description of Permitted Vehicles. Only passenger automobiles, mini-vans and sports utility vehicles equipped with original ~~automobile~~ manufacturer's factory design passenger bodies and station wagons may park on the properties outside of the garage of a Unit. The fact that a Unit may not have a garage shall not preclude the Owners and residents of the Unit from compliance with this Section 8.4. Permitted passenger automobiles include "mini-vans" and "sport utility vehicles" defined as and limited to the following:

1. Utilized solely for private passenger use;
2. Factory designed and installed windows located all around the exterior;
3. Maximum length of 220 inches measured bumper to bumper;
4. Maximum height of 79 inches measured from ground excluding antenna;
5. Maximum width of 78 inches excluding mirrors; and
6. Titled and registered as either a station-wagon or other private passenger vehicle.

2) Section 8.4(B)(3) is amended as follows:

B. Prohibited Vehicles or Items. THIS SECTION B CONTAINS PROHIBITED VEHICLES OR ITEMS, WHICH ARE PROHIBITED AND SHALL NOT BE ENTITLED TO PARK EXCEPT WITHIN THE GARAGE WITH THE GARAGE DOOR CLOSED. HOWEVER, IF A VEHICLE OR ITEM IS LISTED IN SECTION C RIGHT BELOW, THEN IT IS ALLOWED NO MATTER WHAT IS STATED IN THIS SECTION B. Without limiting the general provisions set forth in Section A above, the following types of vehicles and items are PROHIBITED and WILL NOT be permitted to park on the Properties except within the garage with the garage door closed:

* * *

3. Vehicles that are enclosed or partially enclosed with canvas or other fabric except for convertible tops. Jeeps, Samurais, Broncos, Wagoneers, Range rovers, Blazers and other similarly designed vehicles. However, if they fall into the category of permissible vans under Section 8.4.C(7) below, then they shall be allowed pursuant to that Section; but if they do not, they are not allowed even if they may fall under Section 8.4.A above:

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GELFAND & ARPE, P.A.

ATTORNEYS AT LAW

MICHAEL J. GELFAND*
MARY C. ARPE

ILISA L. CARLTON
JASON H. CARLST†
SHANNOYA C. ROBINSON

TANIQUE G. LEE
OF COUNSEL

* BOARD CERTIFIED REAL ESTATE LAWYER
† ALSO ADMITTED IN N.Y.

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BY APPOINTMENT:

COMPSON FINANCIAL CENTER
980 NORTH FEDERAL HIGHWAY
SUITE 434
BOCA RATON, FL

REPLY TO WEST PALM BEACH

September 11, 2003.

Ms. Averyl Wallis, President
Cloister Property Owners' Assn., Inc.
%Property Management Resources, Inc.
4000 South 57th Avenue, #101
Lake Worth, FL 33463

Re: **Cloisters Property Owners' Association, Inc.**
/Fines

Dear Ms. Wallis:


Enclosed is the First Certificate of Amendment to the Amended and Restated By-Laws of Cloisters Property Owners' Association, Inc. with an Exhibit "A".

The Certificate was recorded in the Public Records of Palm Beach County, Florida. It was recorded on August 26, 2003 and can be found in Official Records Book 15749 at Page 633. Pursuant to the Homeowners' Association Act, the Association is required to keep a photocopy of the Certificate as an official corporate record. The Certificate should be maintained in a location that is safeguarded from accidental loss or destruction.

In addition to maintaining the documents in a safe location a photocopy of the recorded Amendment should be sent to each homeowner. Sending copies of the recorded documents to every homeowner serves a dual purpose. First, it reminds members of the terms of the Amendment. Second, it provides closure to the Amendment process.

Should the Association have any questions concerning fining or otherwise, then please feel free to contact me.

Very truly yours,


Michael G. Gelfand
For the Firm

MJG/kgm
Enclosure

FAGG01892ctccert.wpd



08/26/2003 15:53:12 20030506362
OR BK 15749 PG 0633
Palm Beach County, Florida

This Instrument Prepared by
and PLEASE RETURN TO:

Jason H. Carls, Esq.
Gelfand & Arpe, P.A.
WILL CALL BOX 58
One Clearlake Centre, Suite 1010
250 South Australian Avenue
West Palm Beach, Florida 33401-5014

(561) 655-6224

**FIRST CERTIFICATE OF AMENDMENT TO THE AMENDED AND RESTATED BYLAWS OF
CLOISTERS PROPERTY OWNERS ASSOCIATION, INC.**

THE UNDERSIGNED CLOISTERS PROPERTY OWNERS ASSOCIATION, INC. c/o Property Management Resources, Inc. 4000 S. 57th Avenue, #101, Lake Worth, FL 33463 certifies that an amendment to the Amended and Restated Bylaws of Cloisters Property Owners Association, Inc. has been duly adopted as set forth in Exhibit "A" attached hereto. The Amended and Restated Bylaws of Cloisters Property Owners Association, Inc. is attached as Exhibit "C" to the Amended and Restated Declaration of Restrictions, Reservations and Covenants for the Cloisters AKA Villages of Woodlake recorded in Official Records Book 7110 at Page 525. The Bylaws of Cloisters Property Owners Association, Inc. is attached to the Declaration of Restrictions, Reservations and Covenants as Exhibit "C" recorded in Official Records Book 3469 at Page 1135. All documents have been recorded in the Public Records of Palm Beach County, Florida.

Written consent for the Amendment has been given in accordance with the provisions of §617.0701(4) Fla. Stat. (2002).

Dated this ✓ day of August, 2003.

Witnessed by:

Cloisters Property Owners Association, Inc.

Signature here Jerrilyn Hoffmann
Print name here Jerrilyn Hoffmann

By: Averyl Wallis
Averyl Wallis, President

Signature here Kresha Garcia
Print name here KRESH A GARCIA

Signature here Jerrilyn Hoffmann
Print name here Jerrilyn Hoffmann

By: Lillian Wasserman
Lillian Wasserman, Secretary

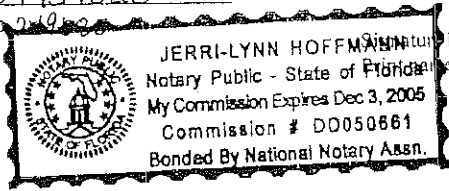
Signature here Teresa Garcia
Print name here TERESA H GARCIA

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

[CORPORATE SEAL]

The foregoing instrument was acknowledged before me this 16th day of August, 2003 by Averyl Wallis and Lillian Wasserman, the President and Secretary, respectively of Cloisters Property Owners Association, Inc., who are personally known to me or who have produced FLD.LL W420004437020 as identification and who did not take an oath.

W26552024922



Signature here Jerrilyn Hoffmann
Notary Public, State of Florida
Serial Number:
My commission expires:

FNJHC\01892cert.wpd

GELFAND & ARPE, P.A.
ATTORNEYS AT LAW

MICHAEL J. GELFAND*
MARY C. ARPE

TANIQUE G. LEE
CHRISTOPHER J. SCHUSTER
ILISA L. CARLTON

* BOARD CERTIFIED REAL ESTATE LAWYER

ONE CLEARLAKE CENTRE
250 SOUTH AUSTRALIAN AVE.
SUITE 1010
WEST PALM BEACH, FL 33401-5014

(561) 655-6224
WEST PALM BEACH

1-800-355-6224
BROWARD/BOCA RATON
FACSIMILE (561) 655-1361
www.gelfandarpe.com

BY APPOINTMENT:

COMPSON FINANCIAL CENTER
980 NORTH FEDERAL HIGHWAY
SUITE 434
BOCA RATON, FL

REPLY TO WEST PALM BEACH

July 15, 2002

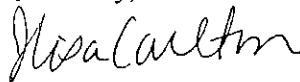
Jerry Flatow
Property Management Resources, Inc.
4000 South 57th Avenue #101
Lake Worth, FL 33463

**Re: The Cloisters Property Owners Association, Inc.
/Amendment(Vehicles)**

Dear Jerry:

Enclosed is the Original Second Certificate of Amendment to the Amended and Restated Declaration of Restrictions, Reservations and Covenants for the Cloisters A/K/A Villages of Woodlake. The Amendment is recorded in Official Records Book 13769 at Page 1184, Public Records of Palm Beach County, Florida. This Amendment should be kept with the Association's other recorded documents.

Sincerely,



Ilisa L. Carlton
For the Firm

ILC/
Enclosures

**EXHIBIT "A" TO THE
SECOND CERTIFICATE OF AMENDMENT
TO THE AMENDED AND RESTATED
DECLARATION OF RESTRICTIONS, RESERVATIONS AND COVENANTS FOR
THE CLOISTERS A/K/A VILLAGE OF WOODLAKE**

The Amended and Restated Declaration of Restrictions, Reservations and Covenants for the Cloisters A/K/A Village of Woodlake is amended as follows (the language added is underlined; the language deleted is ~~struck out~~):

1) Section 8.4(A) entitled "General Description of Permitted Vehicles" is amended as follows:

A. General Description of Permitted Vehicles. Only passenger automobiles, mini-vans and sports utility vehicles equipped with original ~~automobile~~ manufacturer's factory design passenger bodies and station wagons may park on the properties outside of the garage of a Unit. The fact that a Unit may not have a garage shall not preclude the Owners and residents of the Unit from compliance with this Section 8.4. Permitted passenger automobiles include "mini-vans" and "sport utility vehicles" defined as and limited to the following:

1. Utilized solely for private passenger use;
2. Factory designed and installed windows located all around the exterior;
3. Maximum length of 220 inches measured bumper to bumper;
4. Maximum height of 79 inches measured from ground excluding antenna;
5. Maximum width of 78 inches excluding mirrors; and
6. Titled and registered as either a station-wagon or other private passenger vehicle.

2) Section 8.4(B)(3) is amended as follows:

B. Prohibited Vehicles or Items. THIS SECTION B CONTAINS PROHIBITED VEHICLES OR ITEMS, WHICH ARE PROHIBITED AND SHALL NOT BE ENTITLED TO PARK EXCEPT WITHIN THE GARAGE WITH THE GARAGE DOOR CLOSED. HOWEVER, IF A VEHICLE OR ITEM IS LISTED IN SECTION C RIGHT BELOW, THEN IT IS ALLOWED NO MATTER WHAT IS STATED IN THIS SECTION B. Without limiting the general provisions set forth in Section A above, the following types of vehicles and items are PROHIBITED and WILL NOT be permitted to park on the Properties except within the garage with the garage door closed:

* * *

3. Vehicles that are enclosed or partially enclosed with canvas or other fabric except for convertible tops. Jeeps, Samurais, Broncos, Wagoneers, Range rovers, Blazers and other similarly designed vehicles. However, if they fall into the category of permissible vans under Section 8.4.C(7) below, then they shall be allowed pursuant to that Section; but if they do not, they are not allowed even if they may fall under Section 8.4.A above.

FILEC01892amendex.wpd

2006 JUN 14 10:44 AM

GELFAND & ARPE, P.A.
ATTORNEYS AT LAW

MICHAEL J. GELFAND*
MARY C. ARPE

ILISA L. CARLTON
JASON H. CARLS†
SHANNOYA C. ROBINSON

TANIQUE G. LEE
OF COUNSEL

* BOARD CERTIFIED REAL ESTATE LAWYER
† ALSO ADMITTED IN N.Y.

ONE CLEARLAKE CENTRE
250 SOUTH AUSTRALIAN AVE.
SUITE 1010
WEST PALM BEACH, FL 33401-5014

(561) 655-6224
FACSIMILE (561) 655-1361
www.gelfandarpe.com

BY APPOINTMENT:

COMPSON FINANCIAL CENTER
980 NORTH FEDERAL HIGHWAY
SUITE 434
BOCA RATON, FL

REPLY TO WEST PALM BEACH

September 11, 2003

Ms. Averyl Wallis, President
Cloister Property Owners' Assn., Inc.
%Property Management Resources, Inc.
4000 South 57th Avenue, #101
Lake Worth, FL 33463

Re: Cloisters Property Owners' Association, Inc.
/Fines

Dear Ms. Wallis:


Enclosed is the First Certificate of Amendment to the Amended and Restated By-Laws of Cloisters Property Owners' Association, Inc. with an Exhibit "A".

The Certificate was recorded in the Public Records of Palm Beach County, Florida. It was recorded on August 26, 2003 and can be found in Official Records Book 15749 at Page 633. Pursuant to the Homeowners' Association Act, the Association is required to keep a photocopy of the Certificate as an official corporate record. The Certificate should be maintained in a location that is safeguarded from accidental loss or destruction.

In addition to maintaining the documents in a safe location a photocopy of the recorded Amendment should be sent to each homeowner. Sending copies of the recorded documents to every homeowner serves a dual purpose. First, it reminds members of the terms of the Amendment. Second, it provides closure to the Amendment process.

Should the Association have any questions concerning fining or otherwise, then please feel free to contact me.

Very truly yours,


Michael G. Gelfand
For the Firm

MJG/kgm
Enclosure

F:\AGG\01892ctccert.wpd



This Instrument Prepared by
and PLEASE RETURN TO:

08/26/2003 15:53:12 20030506362
OR BK 15749 PG 0633
Palm Beach County, Florida

Jason H. Carls, Esq.
Gelfand & Arpe, P.A.
WILL CALL BOX 58
One Clearlake Centre, Suite 1010
250 South Australian Avenue
West Palm Beach, Florida 33401-5014

(561) 655-6224

**FIRST CERTIFICATE OF AMENDMENT TO THE AMENDED AND RESTATED BYLAWS OF
CLOISTERS PROPERTY OWNERS ASSOCIATION, INC.**

THE UNDERSIGNED CLOISTERS PROPERTY OWNERS ASSOCIATION, INC. c/o Property Management Resources, Inc. 4000 S. 57th Avenue, #101, Lake Worth, FL 33463 certifies that an amendment to the Amended and Restated Bylaws of Cloisters Property Owners Association, Inc. has been duly adopted as set forth in Exhibit "A" attached hereto. The Amended and Restated Bylaws of Cloisters Property Owners Association, Inc. is attached as Exhibit "C" to the Amended and Restated Declaration of Restrictions, Reservations and Covenants for the Cloisters AKA Villages of Woodlake recorded in Official Records Book 7110 at Page 525. The Bylaws of Cloisters Property Owners Association, Inc. is attached to the Declaration of Restrictions, Reservations and Covenants as Exhibit "C" recorded in Official Records Book 3469 at Page 1135. All documents have been recorded in the Public Records of Palm Beach County, Florida.

Written consent for the Amendment has been given in accordance with the provisions of §617.0701(4) Fla. Stat. (2002).

Dated this ✓ ___ day of August, 2003.

Witnessed by:

Cloisters Property Owners Association, Inc.

Signature here Jerrilyn Hoffmann
Print name here Jerrilyn Hoffmann

By: Averyl Wallis
Averyl Wallis, President

Signature here KRSIA H GARCIA
Print name here KRSIA H GARCIA

By: Lillian Wasserman
Lillian Wasserman, Secretary

Signature here Jerrilyn Hoffmann
Print name here Jerrilyn Hoffmann

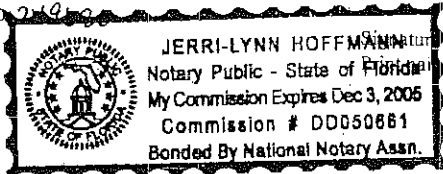
Signature here TERESA H GARCIA
Print name here TERESA H GARCIA

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

[CORPORATE SEAL]

The foregoing instrument was acknowledged before me this 16th day of August, 2003 by Averyl Wallis and Lillian Wasserman, the President and Secretary, respectively of Cloisters Property Owners Association, Inc., who are personally known to me or who have produced FLDLILW420004437020 as identification and who did not take an oath.

W265520240



Signature here Jerrilyn Hoffmann
Notary Public, State of Florida
Serial Number:
My commission expires:

F:\HNC\01892cert.wpd

Gelfand & Arpe, P.A.

One Clearlake Centre, Suite 1010, 250 South Australian Avenue, West Palm Beach, FL 33401-5014

(561) 655-6224

EXHIBIT "A"
TO THE
FIRST CERTIFICATE OF AMENDMENT TO THE AMENDED AND RESTATED
BY-LAWS OF CLOISTERS PROPERTY OWNERS ASSOCIATION, INC.

Section 8.4 of the Amended and Restated By-Laws of Cloisters Property Owners Association, Inc. has been amended as follows (the language added is underlined; the language deleted is ~~struck out~~):

8.4 Level of Fines. A fine for each violation shall not exceed the maximum amount permitted by law ~~be in the amount not to exceed Fifteen Dollars (\$15.00)~~. This fine may be levied at the particular rate per day for each day that the violation occurs, on a running per day basis, so long as the Board's notice informs the offending party or parties of this possibility.

FAHCO1892R1finingamd.wpd

YIN 3 11 2000

GRANT OF EASEMENT

Know All Men by these presents:

This indenture made this June 5, 1998 between the party of the first part, Ck. Property Owners Association, Inc., a.k.a. Woodlakes Homeowners Association and the party of the second part, Village of Woodlakes Homeowners Association, Inc. hereby states:

WITNESSETH, that the said party of the first part, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does hereby grant and release unto the said party of the second part, a perpetual easement over, under and across the following described property, lying in the County of Palm Beach, Florida, to wit:

That the party of the first part agrees to allow the party of the second part the use of their irrigation system, which includes providing water and the use of their pumps, to irrigate the grass area that abuts their property located on Track 'C'. This excludes replacement or repairs to the irrigation system located on Track 'C' that belongs to the party of the second part.

In lieu of the above stated easement, the party of the second part agrees to waive the 12% maintenance payments for the grass area in Track 'C' that the party of the first part has previously been obligated to pay the party of the second part. In addition, the party of the second part agrees to erect three (3) no parking signs within the grass area on their property in Track 'C'. The signs are to be provided by the party of the first part.

In witness whereof, the parties of the first and second part has caused these presents to be duly executed in its name by its President and its Corporate Seal to be affixed, attested by its Secretary this 5th day of JUNE 1998.

(Corporate Seal)

Woodlakes Homeowners Association, Inc.

Attest:

Suzanne Polans
Secretary

By: Edward J. Fuller
President

(Corporate Seal)

Village of Woodlakes Homeowners Association, Inc.

Attest:

D

Ann ...

WC
44 ✓

THIRD AMENDMENT
TO
DECLARATION OF RESTRICTIONS, RESERVATIONS AND COVENANTS

THIS THIRD AMENDMENT to the Declaration of Restrictions, Reservations and Covenants for The Cloisters (a/k/a Villages of Woodlake, a/k/a Woodlakes) is made this _____ day of _____, 1988, by AMERICAN DIVERSIFIED CAPITAL CORPORATION, a California corporation (hereinafter called "Developer" or "Declarant"). This Amendment shall also amend that Supplementary Declaration of Restrictions, Reservations and Covenants for The Cloisters, dated December 8, 1981 and recorded December 11, 1981 in Official Records Book 3640, Page 1681 of the Public Records of Palm Beach County, Florida.

This Amendment is being executed in conjunction with a Settlement Agreement by and between American Diversified Capital Corporation ("Developer" or "Declarant") and The Cloisters Property Owners Association, Inc., a Florida corporation, not-for-profit (the "Association"). The purpose of this Amendment is to release certain lands described as the "Released Property" (more specifically described in Exhibit "B" attached hereto) from the Declaration of Restrictions, Reservations and Covenants for The Cloisters Property Owners' Association (the "Declaration"), as modified by the amendments and supplementary declaration described below, and to retain the full force and effect of the above-described Declaration (as amended and supplemented) with respect to that property described as the "Restricted Property" (more specifically described in Exhibit "A" attached hereto).

This Third Amendment involves a change in the common properties owned by the Association, and therefore Article XVI of the Declaration requires that at least 2/3 of the lot owners (other than the Developer) must give their prior written approval to such an amendment. In accordance with this provision, the recording of this Amendment shall be accompanied by the recording of a Certificate from the Secretary of the Association stating that at an appropriately noticed meeting of the membership, at

least 2/3 of the owners approved both the Settlement Agreement and the Amendment to the Declaration of Restrictive covenants. Such approval by the owners has been given by written instrument.

W I T N E S S E T H :

WHEREAS, Declarant filed the Declaration of Restrictions, Reservations and Covenants (hereinafter referred to as the "Declaration") dated February 9, 1981, which was recorded on February 24, 1981, in Official Records Book 3469, at Pages 1135-1168 of the Public Records of Palm Beach County, Florida, and as amended by First Amendment to Declaration of Restrictions, Reservations and Covenants dated November 3, 1981, and recorded February 5, 1982, in Official Records Book 3669 at Page 1669 of the Public Records of Palm Beach County, Florida, and as further amended by a Second Amendment to Declaration of Restrictions, Reservations and Covenants dated August 11, 1982, and recorded October 18, 1982, in Official Records Book 3809 at Page 1121 of the Public Records of Palm Beach County, Florida; and

WHEREAS, Declarant filed a Plat for The Cloisters (a/k/a Villages of Woodlake), which was recorded in Plat Book 39 at Page 171-173 of the Public Records of Palm Beach County, Florida, on April 30, 1980; and

WHEREAS, Declarant also filed a Plat for Villages of Woodlakes Plat No. 2, which was recorded in Plat Book 43, Page 154 of the Public Records of Palm Beach County, Florida and Replatted, which was recorded in Plat Book 45, Page 172 of the Public Records of Palm Beach County, Florida; and a Plat for Villages of Woodlakes, Plat No. 3, which ws recorded in Plat Book 43, Page 157 of the Public Records of Palm Beach County, Florida; and

WHEREAS, Declarant filed a Supplementary Declaration of Restrictions, Reservations and Covenants for The Cloisters, dated December 8, 1981, and recorded December 11, 1981 in Official Records Book 3640, Page 1681 of the Public Records of Palm Beach County, Florida;

WHEREAS, Article XIII, Section 2, of the Declaration provides for amendment of the Declaration; and

WHEREAS, Article XIII, Section 2, provides that the Association shall not be entitled to do any of the acts set forth in Article XVI without amending the Declaration; and

WHEREAS, this Amendment contemplates an act or omission which falls within the scope of Article XVI because it involves a change in the common properties owned by the Association; and

WHEREAS, it appears that the general welfare and full enjoyment of the lot owners at The Cloisters would be furthered by the purposes of this Amendment;

NOW, THEREFORE, the Declarant, pursuant to the authority granted in Article XIII, Section 2 of the Declaration, hereby amends the Declaration, its Amendments and Supplements as follows:

(additions indicated by underlining)

1. Article I shall be amended as follows:

The following words, when used in this Declaration or any supplemental Declaration, shall have the following meanings:

(10) "Plat" refers to the Plat of Villages of Woodlake as recorded in the Public Records of Palm Beach County, Florida, and which is the plat for The Cloisters, a portion of which property is the subject of this Declaration. The Properties may be referred to as either "The Cloisters" or the "Villages of Woodlake" both names being interchangeable wherever they appear herein.

2. Article II, Section 1, shall be amended as follows:

1. Existing Property: The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the County of Palm Beach, State of Florida and is more particularly described in Exhibit "A", as amended, attached hereto and made a part hereof by reference. All of which real property shall hereinafter sometimes be referred to as Existing Property or Restricted Property, and shall continue to be subject to the Declaration. That property referred to as Released Property and more particularly described in Exhibit "B" attached hereto is hereby released and no longer subject to the Declaration.

3. Exhibit A, shall be amended to read as follows:

A parcel of land lying in the Southeast quarter of Section 22, Township 44 South, Range 42 East, Palm Beach County, Florida said parcel of land being more particularly described as follows:

Commencing at the Southeast corner of the above mentioned Section 22, thence South 89 degrees 16' 23" West along the South line of said Section 22, a distance of 673.60 feet; thence North 0 degrees 43' 37" West, a distance of 90.00 feet to a point in the North line of Lake Worth Road (S.R. 802), the point of beginning of the herein described parcel of land; thence North 0 degrees 06' 29" East, a distance of 1285.72 feet; thence South 89 degrees 24' 19" West a distance of 850.00 feet; thence North 0 degrees 35' 41" West, a distance of 225.00 feet to a point of curvature from which the radius point bears North 0 degrees 35' 41" West; thence along said curve concave the Northwest having a radius of 125.00 feet, a central angle of 90 degrees 00' 00" for an arc distance of 196.35 feet to a point of tangency; thence North 0 degrees 35' 41" West, a distance of 176.04 feet to a point of curvature; thence along said curve concave to the southeast having a radius of 375.00 feet, a central angle of 22 degrees 18' 34" for an arc distance of 146.01 feet; thence North 53 degrees 37' 11" West, a distance of 197.22 feet; thence North 36 degrees 22' 49" East, a distance of 210.00 feet to a point in a curve; thence North 20 degrees 04' 42" East along a line radial to said curve, a distance of 60.00 feet to a point in a curve concentric with the last mentioned curve thence along said curve concave to the Southwest having a radius of 630.00 feet, a central angle of 16 degrees 18' 07" for an arc distance of 179.25 feet to a point of tangency; thence south 53 degrees 37' 11" East, a distance of 100.00 feet to a point of curvature; thence along a curve concave to the Northeast having a radius of 763.98 feet, a central angle of 20 degrees 00' 00" for an arc distance of 266.68 feet to a point of tangency; thence South 73 degrees 37' 11" East, a distance of 100.00 feet to a point of curvature; thence along said curve concave to the Southwest having a radius of 380.00 feet, a central angle of 85 degrees 01' 05" for an arc distance of 563.86 feet; thence South 73 degrees 37' 11" East, a distance of 580.08 feet to a point on the East line of said Section 22; thence South 0 degrees 08' 38" West along said East line a distance of 802.93 feet; thence South 89 degrees 20' 21" West, a distance of 615.31 feet; thence South 0 degrees 06' 29" West, a distance of 585.29 feet to a point in the aforementioned North line of Lake Worth Road; thence South 89 degrees 16' 23" West along said North line, said line also being 90.00 feet North of and parallel to the aforementioned South line of Section 22, a distance of 60.00 feet to the point of beginning.

LESS:

Lots 97 through 104 of VILLAGE OF WOODLAKES Plat No. 1, according to the Plat thereof recorded in Plat Book 39, Page 171, of the Public Records of Palm Beach County, Florida; and

VILLAGES OF WOODLAKES, Plat No. 3, according to Plat thereof recorded in Plat Book 43, Page 157, of the Public Records of Palm Beach County, Florida;

Less and Except:
Lake Tract D; and

VILLAGES OF WOODLAKES, Plat No. 2, according to Plat thereof recorded in Plat Book 43, Page 154, and replatted according to Plat thereof recorded in Plat Book 45, Page 172, of the Public Records of Palm Beach County, Florida;
LESS AND EXCEPT:

Lots 1 through 13 of Block 2
Lots 1 through 24 of Block 1
Lake Water Management Tract D

said lands situate, lying and being in Palm Beach County, Florida.

4. Article IV, shall be amended to read as follows:

1. Creation of the Lien and Personal Obligation of Assessments: Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay (which covenant shall run with the land and be binding on every Owner) to the Association a monthly assessment and any special assessments for maintenance, repair and replacement of capital improvements to the Common Properties, and any other property which is for the use and benefit of the lot owners and which is specifically set forth in the Declaration as being maintained in whole, or in part, by the Association, which said assessments to be fixed, established and collected from time to time as hereinafter provided.

The Association shall be responsible for sharing thirty-one/one hundred nineteenths (31/119) of the cost of maintaining Westminster Drive (Tract B of Villages of Woodlakes, Plat No. 2, according to that plat thereof recorded in Plat Book 43, Page 154 of the Public Records of Palm Beach County, Florida); and twenty-four/two hundred third (24/203) of the cost of maintaining Woodlake Circle (Tract C of Plat No. 1, according to that Plat thereof recorded in Plat Book 39, Page 171, of the Public Records of Palm Beach County, Florida). The owner of such roads shall be responsible for performing the actual necessary maintenance and shall be responsible for the remaining proportion of the maintenance costs.

The cost of maintaining the lakes shall be shared proportionately, on a square footage basis, among the Association and all owners of property (other than subject to this Declaration,) which use the lakes for drainage

5. Except as modified herein, all other provisions of the Declaration, as amended, shall remain in full force and effect and are hereby ratified and confirmed.

6. This Third Amendment to the Declaration of Restrictions, Reservations and Covenants has been approved in writing by 2/3 of the Cloisters owners in accordance with Article XVI of the Declaration, and shall become effective when filed of record in Palm Beach County, in accordance with Article XIII, Section 2, of the Declaration.

IN WITNESS WHEREOF, the Declarant has executed this Third Amendment the day and year first above written.

AMERICAN DIVERSIFIED CAPITAL CORPORATION, a California corporation

WITNESSES:

[Signature]

By [Signature]
Executive Vice - President

ATTEST:

[Signature]
Secretary

(CORPORATE SEAL)

THE CLOISTERS PROPERTY OWNERS ASSOCIATION

WITNESSES:

[Signature]
[Signature]

By [Signature]
its President

By _____
its _____

By _____
its _____

ATTEST:

Frances M. Gierak
Secretary

(CORPORATE SEAL)

AMERICAN DIVERSIFIED
SAVINGS BANK, a California
Banking Association

WITNESSES:

Marlene Pitt

By: Victoria E. Watts
its Executive Vice President

ATTEST:

Thomas W. McNamee
Secretary

(CORPORATE SEAL)



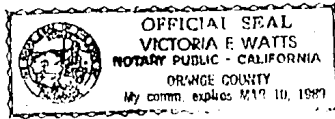
STATE OF California)
STATE OF FLORIDA) SS:
COUNTY OF Orange)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state and county aforesaid to take acknowledgments, personally appeared Timothy W. McCormick, ~~Executive Vice President~~, and Frances M. Gierak, ~~Secretary~~, respectively, of AMERICAN DIVERSIFIED CAPITAL CORPORATION, to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 20th day of March, 1988.

Victoria E. Watts
Notary Public

My commission expires:



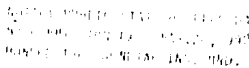
STATE OF FLORIDA)
COUNTY OF Palm Beach) SS:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state and county aforesaid to take acknowledgments, personally appeared Edward Steigman, ~~Executive Vice President~~, and Frances M. Gierak, ~~Secretary~~, respectively, of THE CLOISTERS PROPERTY OWNERS ASSOCIATION, to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 3rd day of May, 1988.

Claire B. Rosta
Notary Public

My commission expires:



STATE OF CALIFORNIA)
)
COUNTY OF Orange)

SS:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state and county aforesaid to take acknowledgments, personally appeared Thomas W. McCormick, as Executive Vice President, of AMERICAN DIVERSIFIED SAVINGS BANK, a California banking association, to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 30th day of March, 1988.

Victoria E. Watts
Notary Public.

My commission expires:



EXHIBIT A TO THIRD AMENDMENTTO DELCARATION OF RESTRICTIONS, RESERVATIONS AND COVENANTSRESTRICTED PROPERTY

A parcel of land lying in the Southeast quarter, of Section 22, Township 44 South, Range 42 East, Palm Beach County, Florida said parcel of land being more particularly described as follows:

Commencing at the Southeast corner of the above mentioned Section 22, thence South 89 degrees 16' 23" West along the South line of said Section 22, a distance of 673.60 feet; thence North 0 degrees 43' 37" West, a distance of 90.00 feet to a point in the North line of Lake Worth Road, (S.R. 802), the point of beginning of the herein described parcel of land; thence North 0 degrees 06' 29" East, a distance of 1285.72 feet; thence South 89 degrees 24' 19" West a distance of 850.00 feet; thence North 0 degrees 35' 41" West, a distance of 225.00 feet to a point of curvature from which the radius point bears North 0 degrees 35' 41" West; thence along said curve concave the Northwest having a radius of 125.00 feet, a central angle of 90 degrees 00' 00" for an arc distance of 196.35 feet to a point of tangency; thence North 0 degrees 35' 41" West, a distance of 176.04 feet to a point of curvature; thence along said curve concave to the southeast having a radius of 375.00 feet, a central angle of 22 degrees 18' 34" for an arc distance of 146.01 feet; thence North 53 degrees 37' 11" West, a distance of 197.22 feet; thence North 36 degrees 22' 49" East, a distance of 210.00 feet to a point in a curve; thence North 20 degrees 04' 42" East along a line radial to said curve, a distance of 60.00 feet to a point in a curve concentric with the last mentioned curve thence along said curve concave to the Southwest having a radius of 630.00 feet, a central angle of 16 degrees 18' 07" for an arc distance of 179.25 feet to a point of tangency; thence south 53 degrees 37' 11" East, a distance of 100.00 feet to a point of curvature; thence along a curve concave to the Northeast having a radius of 763.98 feet, a central angle of 20 degrees 00' 00" for an arc distance of 266.68 feet to a point of tangency; thence South 73 degrees 37' 11" East, a distance of 100.00 feet to a point of curvature; thence along said curve concave to the Southwest having a radius of 380.00 feet, a central angle of 85 degrees 01' 05" for an arc distance of 563.86 feet; thence South 73 degrees 37' 11" East, a distance of 580.08 feet to a point on the East line of said Section 22; thence South 0 degrees 08' 38" West along said East line a distance of 802.93 feet; thence South 89 degrees 20' 21" West, a distance of 615.31 feet; thence South 0 degrees 06' 29" West, a distance of 585.29 feet to a point in the aforementioned North line of Lake Worth Road; thence South 89 degrees 16' 23" West along said North line, said line also being 90.00 feet North of and parallel to the aforementioned South line of Section 22, a distance of 60.00 feet to the point of beginning.

LESS:

Lots 97 through 104 of VILLAGE OF WOODLAKES Plat No. 1, according to the Plat thereof recorded in Plat Book 39, Page 171, of the Public Records of Palm Beach County, Florida; and

VILLAGES OF WOODLAKES, Plat No. 3, according to Plat thereof recorded in Plat Book 43, Page 157, of the Public Records of Palm Beach County, Florida;

Less and Except:
Lake Tract D; and

VILLAGES OF WOODLAKES, Plat No. 2, according to Plat thereof recorded in Plat Book 43, Page 154, and replatted according to Plat thereof recorded in Plat Book 45, Page 172, of the Public Records of Palm Beach County, Florida;

LESS AND EXCEPT:

Lots 1 through 13 of Block 2
Lots 1 through 24 of Block 1
Lake Water Management Tract D

said lands situate, lying and being in Palm Beach County, Florida:

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EXHIBIT B TO THIRD AMENDMENT
TO DECLARATION OF RESTRICTIONS, RESERVATIONS AND COVENANTS

RELEASED PROPERTY

Lots 97 through 104 of VILLAGE OF WOODLAKES Plat No. 1, according to Plat thereof recorded in Plat Book 39, Page 171, of the Public Records of Palm Beach County, Florida; and

VILLAGES OF WOODLAKES, Plat No. 3, according to Plat thereof recorded in Plat Book 43, Page 157, of the Public Records of Palm Beach County, Florida; and

VILLAGES OF WOODLAKES, Plat No. 2, according to Plat thereof recorded in Plat Book 43, Page 154, and replatted according to Plat thereof recorded in Plat Book 45, Page 172, of the Public Records of Palm Beach County, Florida;
LESS AND EXCEPT:

Lots 5 through 13 of Block 2
Lots 1 through 22 of Block 1

said lands situate, lying and being in Palm Beach County, Florida.

Return to: (enclose self-addressed stamped envelope) 291026

Name

Address:

OCT-18-1990 12:03pm 90-299287

ORB 6614 Pg 1779

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

PREPARED BY:

Eric D. Pan

311 Cr. Poliakoff & Streitfeld

450 Australian Ave., Suite 720

West Palm Beach, FL 33401

RETURN TO:

Joel P. Koepfel, Esq.

Koepfel, Cooke & Gottlieb

249 Royal Palm Way

Palm Beach, FL 33480


FOURTH AMENDMENT
TO
DECLARATION OF RESTRICTIONS, RESERVATIONS AND COVENANTS

THIS FOURTH AMENDMENT to the Declaration of Restrictions, Reservations and Covenants for The Cloisters (a/k/a Villages of Woodlake) is made this 25 day of SEPTEMBER, 1990, by CLOISTERS PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation not for profit (hereinafter called "Association"). This Amendment shall also amend that Supplementary Declaration of Restrictions, Reservations and Covenants for The Cloisters, dated December 8, 1981 and recorded December 11, 1981 in Official Records Book 3640, Page 1681 of the Public Records of Palm Beach County, Florida.

The purpose of this Amendment is to release certain lands described as the "Released Property" (more specifically described in Attachment "A" attached hereto) from the Declaration of Restrictions, Reservations and Covenants for The Cloisters (the "Declaration"), as modified by the amendments and supplementary declaration described below, and to retain the full force and effect of the Declaration (as amended and supplemented) with respect to that property described as the "Restricted Property" (more specifically described in Attachment "B" attached hereto).

This Fourth Amendment involves a change in the common properties owned by the Association, and therefore Article XI of the Declaration requires that at least 2/3 of the lot owners must give their prior written approval to such an amendment. In accordance with this provision, the recording of this Amendment shall be accompanied by the recording of a Certificate from the

ORB 6614 Ps 1780

 Treasurer
~~Secretary~~ of the Association stating that at an appropriately
noticed meeting of the membership, at least 2/3 of the owners
approved this Amendment. Such approval by the owners has been
given by written instrument.

WITNESSETH:

WHEREAS, the Declaration dated February 9, 1981, was recorded
on February 24, 1981, in Official Records Book 3469, at Page 1135
of the Public Records of Palm Beach County, Florida, and amended
by First Amendment to Declaration of Restrictions, Reservations and
Covenants dated November 3, 1981, and recorded February 5, 1982,
in Official Records Book 3669 at Page 1669 of the Public Records
of Palm Beach County, Florida, and further amended by a Second
Amendment to Declaration of Restrictions, Reservations and
Covenants dated August 11, 1982, and recorded October 18, 1982, in
Official Records Book 3809 at Page 1121 of the Public Records of
Palm Beach County, Florida, and further amended by a Third
Amendment to Declaration of Restrictions, Reservations and
Covenants dated March 30, 1988, and recorded August 11, 1988, in
Official Records Book 5771 at Page 496 of the Public Records of
Palm Beach County, Florida; and

WHEREAS, a Plat for Villages of Woodlake Plat No. 1 was filed
in Plat Book 39 at Page 171-173 of the Public Records of Palm Beach
County, Florida on April 30, 1980; and

WHEREAS, the Plat for Villages of Woodlakes Plat No. 2 was
filed in Plat Book 43, Page 154 of the Public Records of Palm Beach
County, Florida and replatted, as filed in Plat Book 45, Page 172

of the Public Records of Palm Beach County, Florida; and a Plat for Villages of Woodlakes, Plat No. 3, was filed in Plat Book 43, Page 157 of the Public Records of Palm Beach County, Florida; and

WHEREAS, the Plat for Villages of Woodlake, Plat No. 4 was filed in Plat Book 63, Page 105 of the Public Records of Palm Beach County, Florida; and

WHEREAS, a Supplementary Declaration of Restrictions, Reservations and Covenants for The Cloisters, dated December 8, 1981, was recorded December 11, 1981 in Official Records Book 3640, Page 1681 of the Public Records of Palm Beach County, Florida; and

WHEREAS, Article XIII, Section 2, of the Declaration provides for amendment of the Declaration; and

WHEREAS, Article XIII, Section 2, provides that the Association shall not be entitled to do any of the acts set forth in Article XVI without amending the Declaration; and

WHEREAS, this Amendment contemplates an act or omission which falls within the scope of Article XVI because it involves a change in the common properties owned by the Association; and

WHEREAS, the general welfare and full enjoyment of the lot owners at the Cloisters will be furthered by the purposes of this Amendment;

NOW, THEREFORE, the Association, pursuant to the authority granted in Article XIII, Section 2 of the Declaration, hereby amends the Declaration, its amendments and supplements as follows:

1. Exhibit "A" to the Declaration shall be amended to read as set forth in Attachment "A" of this Fourth Amendment:

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2. Except as modified herein, all other provisions of the Declaration, as amended, shall remain in full force and effect and are hereby ratified and confirmed.

3. This Fourth Amendment to the Declaration of Restrictions, Reservations and Covenants has been approved in writing by two-thirds (2/3) of the Cloisters owners in accordance with Article XVI of the Declaration, and shall become effective when filed of record in Palm Beach County, in accordance with Article XIII, Section 2, of the Declaration.

IN WITNESS WHEREOF, the Association has executed this Fourth Amendment the day and year first above written.

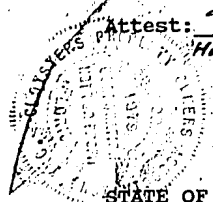
Witnesses:

CLOISTERS PROPERTY OWNERS ASSOCIATION, INC.

David Souders
Stephanie S. Melser

By: Ann Prohno
Its: President

Attest: Henry Kolm
HENRY KOLM, Secretary
Treasurer
[CORPORATE SEAL]

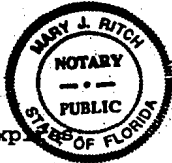


STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state and county aforesaid to take acknowledgments, personally appeared ANN PROHNO, PRESIDENT, and HENRY KOLM, TREASURER of CLOISTERS PROPERTY OWNERS ASSOCIATION, INC., to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

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WITNESS my hand and official seal in the County and State last
aforesaid this 25th day of September, 1990.



Mary J. Ritch
NOTARY PUBLIC

My Commission Expires

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES: MAR. 31, 1994
BONDED THRU GENERAL INV. 1790.

Docs\Wdlk-amd.4th\4
4-9-90/10

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when received.

ATTACHMENT "A" TO FOURTH AMENDMENT TO
DECLARATION OF RESTRICTIONS, RESERVATIONS AND COVENANTS

RELEASED PROPERTY

ORB 6614 Pg 1784

LESS AND EXCEPTING THEREFROM THE FOLLOWING FOUR PARCELS OF LAND HERINAFTER REFERRED TO AS PARCEL a, PARCEL b, PARCEL c, AND PARCEL d, ALL FOUR PARCELS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL a

A PARCEL OF LAND BEING A PORTION OF VILLAGES OF WOODLAKE PLAT NUMBER 1, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF LOTS 97 THROUGH 104 OF VILLAGES OF WOODLAKE PLAT NO. 1 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 39 AT PAGE 171 OF THE PUBLIC RECORDS OF SAID PALM BEACH COUNTY.

TOGETHER WITH:

A PORTION OF TRACT "B" AND TRACT "C" OF THE SAID PLAT AND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF SOUTH RIGHT-OF-WAY LINE OF WOODLAKE BOULEVARD AS SHOWN ON SAID PLAT AND THE WEST BOUNDARY LINE OF SAID PLAT. RUN S36°22'49"W ALONG SAID WEST LINE A DISTANCE OF 210.00 FEET; THENCE CONTINUING ALONG SAID WEST LINE, S53°37'11"E A DISTANCE OF 197.22 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF WOODLAKE CIRCLE AS SHOWN ON SAID PLAT; SAID POINT ALSO LYING ON A NON-TANGENT CURVE HAVING A RADIUS OF 375.00 FEET AND FROM WHICH A RADIAL LINE BEARS S68°17'07"E; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 95.99 FEET (THROUGH AN ANGLE OF 14°39'56"); THENCE N36°22'49"E A DISTANCE OF 112.98 FEET; THENCE N08°37'11"W A DISTANCE OF 35.36 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID WOODLAKE BOULEVARD; SAID POINT ALSO LYING ON A NON-TANGENT CURVE HAVING A RADIUS OF 570.00 FEET AND FROM WHICH A RADIAL LINE BEARS S36°22'45"W; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 162.18 FEET (THROUGH AN ANGLE OF 16°18'07") TO THE POINT OF BEGINNING.

PARCEL b

A PARCEL OF LAND BEING A PORTION OF SAID VILLAGES OF WOODLAKE PLAT NUMBER 2, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF VILLAGES OF WOODLAKE PLAT NUMBER 2 (AS SAID PLAT IS RECORDED IN PLAT BOOK 45 PAGES 172 THROUGH 174 INCLUSIVE, OF THE PUBLIC RECORD OF SAID COUNTY) LYING NORTH OF THE NORTH LINE OF WOODLAKE BOULEVARD, EAST OF THE WEST LINE OF SAID PLAT OF VILLAGES OF WOODLAKE PLAT NUMBER 2, SOUTH OF THE SOUTH LINE OF THE LAKE WORTH DRAINAGE DISTRICT LATERAL CANAL L-11, AND WEST OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHWEST CORNER OF LOT 24 OF SAID PLAT OF VILLAGES OF WOODLAKE PLAT NUMBER 2; THENCE NORTH 89° 32' 14" EAST ALONG THE SOUTH LINE OF SAID LAKE WORTH DRAINAGE DISTRICT LATERAL CANAL L-11 A DISTANCE OF 222.63 FEET TO A POINT ON THE WEST LINE OF THE EAST 13.18 FEET OF LOT 19 OF SAID PLAT OF VILLAGES OF WOODLAKE PLAT NUMBER 2, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED LINE; THENCE SOUTH 00° 27' 46" EAST ALONG SAID WEST LINE AND ITS SOUTHERLY PROLONGATION A DISTANCE OF 151.44 FEET TO A POINT ON THE NORTH LINE OF BISCAYNE DRIVE, A ROAD TRACT ON SAID PLAT OF VILLAGES OF WOODLAKE PLAT NUMBER 2; THENCE TRAVERSING ALONG SAID NORTH LINE THROUGH THE FOLLOWING THREE (3) NUMBERED COURSES AND DISTANCES:

1. SOUTH-WESTERLY ALONG THE ARC OF A CURVE WHICH IS A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 205.00 FEET AND A CENTRAL ANGLE OF 21° 35' 14" (AND HAVING A RADIAL LINE BEARING NORTH 32° 01' 57" WEST PASSING THROUGH THE LAST ABOVE MENTIONED POINT) A DISTANCE OF 77.24 FEET TO A TANGENT LINE;
2. SOUTH 36° 22' 49" WEST ALONG SAID TANGENT LINE A DISTANCE OF 191.13 FEET;
3. SOUTH 81° 09' 42" WEST A DISTANCE OF 35.22 FEET TO THE NORTH LINE OF SAID WOODLAKE BOULEVARD;

PARCEL c

VILLAGES OF WOODLAKE PLAT NUMBER 3 AS SAID PLAT IS RECORDED IN PLAT BOOK 43, PAGES 157 AND 158 OF THE PUBLIC RECORDS OF SAID PALM BEACH COUNTY.

PARCEL d

VILLAGES OF WOODLAKE PLAT NUMBER 4, AS SAID PLAT IS RECORDED IN PLAT BOOK 63 AT PAGES 105 AND 106 OF THE PUBLIC RECORD OF SAID COUNTY, BEING A REPLAT OF A PORTION OF VILLAGES OF WOODLAKE, PLAT NUMBER 2 AS SAID PLAT IS RECORDED IN PLAT BOOK 45, PAGES 172, 173, AND 174 OF THE PUBLIC RECORDS OF SAID COUNTY.

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ATTACHMENT "B" TO FOURTH AMENDMENT TO
DECLARATION OF RESTRICTIONS, RESERVATIONS AND COVENANTS:

RESTRICTED PROPERTY

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DESCRIPTION:

THREE PARCELS OF LAND LYING IN THE SOUTHEAST ONE-QUARTER (SE $\frac{1}{4}$) OF SECTION 22, TOWNSHIP 44 SOUTH, RANGE 42 EAST, CITY OF GREENACRES CITY, COUNTY OF PALM BEACH, STATE OF FLORIDA, HEREINAFTER REFERRED TO AS PARCEL NUMBER 1, PARCEL NUMBER 2, AND PARCEL NUMBER 3, AND FACILITATING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR THE PURPOSE OF THIS DESCRIPTION, THE NORTH LINE OF SAID SOUTHEAST ONE-QUARTER (SE $\frac{1}{4}$) OF SECTION 22 IS ASSUMED TO BEAR NORTH 89° 32' 14" EAST AND ALL BEARINGS RECITED HEREIN ARE RELATIVE THERETO.

PARCEL NUMBER 1

A PARCEL OF LAND LYING IN THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 44 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE ABOVE MENTIONED SECTION 22; THENCE SOUTH 89° 16' 23" WEST ALONG THE SOUTH LINE OF SAID SECTION 22, A DISTANCE OF 673.60 FEET; THENCE NORTH 0° 43' 37" WEST, A DISTANCE OF 90.00 FEET TO A POINT IN THE NORTH LINE OF LAKE WORTH ROAD (S.R. 802), THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE NORTH 0° 06' 29" EAST, A DISTANCE OF 1285.72 FEET; THENCE SOUTH 89° 24' 19" WEST A DISTANCE OF 850.00 FEET; THENCE NORTH 0° 35' 41" WEST, A DISTANCE OF 225.00 FEET TO A POINT OF CURVATURE FROM WHICH THE RADIUS POINT BEARS NORTH 0° 35' 41" WEST; THENCE ALONG SAID CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 90° 00' 00" FOR AN ARC DISTANCE OF 196.35 FEET TO A POINT OF TANGENCY; THENCE NORTH 0° 35' 41" WEST, A DISTANCE OF 176.04 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 375.00 FEET, A CENTRAL ANGLE OF 22° 18' 34" FOR AN ARC DISTANCE OF 146.01 FEET; THENCE NORTH 53° 37' 11" WEST, A DISTANCE OF 197.22 FEET; THENCE NORTH 36° 22' 49" EAST, A DISTANCE OF 210.00 FEET TO A POINT IN A CURVE; THENCE NORTH 20° 04' 42" EAST ALONG A LINE RADIAL TO SAID CURVE, A DISTANCE OF 60.00 FEET TO A POINT IN A CURVE CONCENTRIC WITH THE LAST MENTIONED CURVE; THENCE ALONG SAID CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 630.00 FEET, A CENTRAL ANGLE OF 16° 18' 07" FOR AN ARC DISTANCE OF 179.25 FEET TO A POINT OF TANGENCY; THENCE SOUTH 53° 37' 11" EAST, A DISTANCE OF 100.00 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 763.98 FEET, A CENTRAL ANGLE OF 20° 00' 00" FOR AN ARC DISTANCE OF 266.68 FEET TO A POINT OF TANGENCY; THENCE SOUTH 73° 37' 11" EAST, A DISTANCE OF 100.00 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 380.00 FEET, A CENTRAL ANGLE OF 85° 01' 05" FOR AN ARC DISTANCE OF 563.86 FEET; THENCE SOUTH 73° 37' 11" EAST, A DISTANCE OF 580.08 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 22; THENCE SOUTH 0° 08' 38" WEST ALONG SAID EAST LINE A DISTANCE OF 802.93 FEET; THENCE SOUTH 89° 20' 21" WEST, A DISTANCE OF 615.31 FEET; THENCE SOUTH 0° 06' 29" WEST, A DISTANCE OF 585.29 FEET TO A POINT IN THE AFOREMENTIONED NORTH LINE OF LAKE WORTH ROAD; THENCE SOUTH 89° 16' 23" WEST ALONG SAID NORTH LINE, SAID LINE ALSO BEING 90.00 FEET NORTH OF AND PARALLEL TO THE AFOREMENTIONED SOUTH LINE OF SECTION 22, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

PARCEL NUMBER 1, ALSO KNOWN AS VILLAGES OF WOODLAKE PLAT NUMBER 1, AS RECORDED IN PLAT BOOK 39 AT PAGES 171, 172, AND 173 OF THE PUBLIC RECORDS OF SAID COUNTY.

PARCEL NUMBER 2

A PARCEL OF LAND LYING IN SECTION 22, TOWNSHIP 44 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SECTION 22, AND THE NORTH LINE OF TRACT B EXTENDED, AS RECORDED IN THE PLAT OF VILLAGES OF WOODLAKE PLAT NO. 1, AS RECORDED IN PLAT BOOK 39, PAGES 171 THRU 173, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE WITH A BEARING OF NORTH 73° 37' 11" WEST, ALONG THE NORTH LINE OF TRACT "B" OF THE AFORESAID SUBDIVISION, VILLAGES OF WOODLAKE PLAT NO. 1, A DISTANCE OF 580.08 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF WOODLAKE BOULEVARD, (TRACT E) AS RECORDED BY THE PLAT VILLAGES OF WOODLAKE PLAT NO. 1. THENCE ALONG THE RIGHT-OF-WAY OF WOODLAKE BOULEVARD WITH A CURVE TO THE LEFT HAVING A CHORD BEARING OF NORTH 31° 06' 39" WEST, A RADIUS OF 380.00 FEET, A CENTRAL ANGLE OF 85° 01' 05" AN ARC LENGTH OF 563.86 FEET; THENCE NORTH 73° 37' 11" WEST, A DISTANCE OF 100.00 FEET;

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THENCE WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 763.98 FEET, A CENTRAL ANGLE OF 20° 00' 00" AN ARC LENGTH OF 266.68 FEET; THENCE WITH A BEARING OF NORTH 53° 37' 11" WEST, A DISTANCE OF 100.00 FEET; THENCE WITH A CURVE TO THE LEFT HAVING A RADIUS OF 630.00 FEET, A CENTRAL ANGLE OF 7° 46' 28", AN ARC LENGTH OF 85.49 FEET; THENCE WITH A BEARING OF NORTH 36° 22' 49" EAST, A DISTANCE OF 30.79 FEET; THENCE WITH A CURVE TO THE LEFT HAVING A RADIUS OF 164.77 FEET, A CENTRAL ANGLE OF 36° 50' 35", AN ARC LENGTH OF 105.96 FEET; THENCE WITH A BEARING OF NORTH 0° 27' 46" WEST, A DISTANCE OF 232.23 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST ONE-QUARTER (SE¼) OF SECTION 22; THENCE WITH A BEARING OF NORTH 89° 32' 14" EAST, ALONG THE NORTH LINE OF THE SOUTHEAST ONE-QUARTER (SE¼) OF SECTION 22, A DISTANCE OF 1262.68 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST ONE-QUARTER (SE¼) OF SECTION 22, THENCE WITH A BEARING OF SOUTH 0° 08' 38" WEST, ALONG THE EAST LINE OF SECTION 22, A DISTANCE OF 1220.84 FEET MORE OR LESS TO THE POINT OF BEGINNING.

PARCEL 2, ALSO KNOWN AS VILLAGES OF WOODLAKE PLAT NUMBER 2, AS RECORDED IN PLAT BOOK 45 AT PAGES 172, 173, AND 174 OF THE PUBLIC RECORDS OF SAID COUNTY.

PARCEL NUMBER 3:

A PARCEL OF LAND LYING IN SECTION 22, TOWNSHIP 44 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF SECTION 22, AND THE NORTH LINE OF TRACT B EXTENDED, AS RECORDED IN THE PLAT OF VILLAGES OF WOODLAKE, PLAT NO. 1, AS RECORDED IN PLAT BOOK 39, PAGES 171 THRU 173, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA:

THENCE WITH A BEARING OF NORTH 73° 37' 11" WEST, ALONG THE NORTH LINE OF TRACT "B" OF THE AFORESAID SUBDIVISION VILLAGES OF WOODLAKE, PLAT NO. 1, A DISTANCE OF 580.08 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF WOODLAKE BOULEVARD, (TRACT E) AS RECORDED BY THE PLAT VILLAGES OF WOODLAKE, PLAT NO. 1, THENCE ALONG THE RIGHT-OF-WAY LINE OF WOODLAKE BOULEVARD WITH A CURVE TO THE LEFT HAVING A CHORD BEARING OF NORTH 31° 06' 39" WEST, A RADIUS OF 380.00 FEET, A CENTRAL ANGLE OF 85° 01' 05", AN ARC LENGTH OF 563.86 FEET; THENCE NORTH 73° 37' 11" WEST, A DISTANCE OF 100.00 FEET; THENCE WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 763.98 FEET, A CENTRAL ANGLE OF 20° 00' 00", AN ARC LENGTH OF 266.68 FEET; THENCE WITH A BEARING OF NORTH 53° 37' 11" WEST, A DISTANCE OF 100.00 FEET; THENCE WITH A CURVE TO THE LEFT HAVING A RADIUS OF 630.00 FEET, A CENTRAL ANGLE OF 16° 18' 07" AND AN ARC LENGTH OF 179.25 FEET TO THE POINT OF BEGINNING; THENCE WITH A BEARING OF SOUTH 20° 04' 41" WEST A DISTANCE OF 60.00 FEET TO THE NORTHERLY CORNER OF TRACT B OF THE AFORESAID VILLAGES OF WOODLAKE PLAT NO. 1; THENCE WITH A BEARING OF SOUTH 36° 22' 49" WEST, ALONG THE WEST LINE OF TRACT B, A DISTANCE OF 210.00 FEET; THENCE SOUTH 53° 37' 11" EAST, A DISTANCE OF 197.22 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF WOODLAKE CIRCLE (TRACT C) THENCE ALONG THE WESTERLY LINE OF WOODLAKE CIRCLE WITH A CURVE TO THE LEFT HAVING A CHORD BEARING OF SOUTH 10° 33' 40" WEST, A RADIUS OF 375.00 FEET, A CENTRAL ANGLE OF 22° 18' 33", AN ARC LENGTH OF 146.01 FEET; THENCE SOUTH 0° 35' 41" EAST, A DISTANCE OF 176.04 FEET; THENCE WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 90° 00' 00", AND AN ARC LENGTH OF 196.35 FEET; THENCE WITH A BEARING OF SOUTH 0° 35' 41" EAST, A DISTANCE OF 50.00 FEET; THENCE WITH A BEARING OF SOUTH 89° 24' 20" WEST, A DISTANCE OF 377.76 FEET; THENCE WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 120.00 FEET, A CENTRAL ANGLE OF 104° 43' 02", AND AN ARC LENGTH OF 219.32 FEET; THENCE WITH A BEARING OF NORTH 14° 07' 21" EAST, A DISTANCE OF 341.21 FEET; THENCE WITH A CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 55° 44' 08", AN ARC LENGTH OF 97.27 FEET; THENCE WITH A BEARING OF NORTH 41° 36' 47" WEST, A DISTANCE OF 75.00 FEET; THENCE NORTH 83° 19' 32" WEST, A DISTANCE OF 33.27 FEET; THENCE NORTH 35° 02' 17" WEST, A DISTANCE OF 60.00 FEET; THENCE WITH A CURVE TO THE LEFT HAVING A CHORD BEARING OF NORTH 51° 40' 28" EAST, A RADIUS OF 570.00 FEET, A CENTRAL ANGLE OF 6° 34' 30", AND AN ARC LENGTH OF 65.41 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT; THENCE WITH A CURVE HAVING A RADIUS OF 630.00 FEET, A CENTRAL ANGLE OF 61° 41' 29", AND AN ARC LENGTH OF 678.33 FEET MORE OR LESS TO THE POINT OF BEGINNING.

PARCEL NUMBER 3, ALSO KNOWN AS VILLAGES OF WOODLAKE PLAT NUMBER 3, AS RECORDED IN PLAT BOOK 43 AT PAGES 157 AND 158 OF THE PUBLIC RECORDS OF SAID COUNTY.

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LESS AND EXCEPTING THEREFROM THE FOLLOWING FOUR PARCELS OF LAND HEREINAFTER REFERRED TO AS PARCEL a, PARCEL b, PARCEL c, AND PARCEL d, ALL FOUR PARCELS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL a

A PARCEL OF LAND BEING A PORTION OF VILLAGES OF WOODLAKE PLAT NUMBER 1, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF LOTS 97 THROUGH 104 OF VILLAGES OF WOODLAKE PLAT NO. 1 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 39 AT PAGE 171 OF THE PUBLIC RECORDS OF SAID PALM BEACH COUNTY.

TOGETHER WITH:

A PORTION OF TRACT "B" AND TRACT "C" OF THE SAID PLAT AND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF SOUTH RIGHT-OF-WAY LINE OF WOODLAKE BOULEVARD AS SHOWN ON SAID PLAT AND THE WEST BOUNDARY LINE OF SAID PLAT. RUN S36°22'49"W ALONG SAID WEST LINE A DISTANCE OF 210.00 FEET; THENCE CONTINUING ALONG SAID WEST LINE, S53°37'11"E A DISTANCE OF 197.22 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF WOODLAKE CIRCLE AS SHOWN ON SAID PLAT; SAID POINT ALSO LYING ON A NON-TANGENT CURVE HAVING A RADIUS OF 375.00 FEET AND FROM WHICH A RADIAL LINE BEARS S68°17'07"E; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 95.99 FEET (THROUGH AN ANGLE OF 14°39'56"); THENCE N36°22'49"E A DISTANCE OF 112.98 FEET; THENCE N08°37'11"W A DISTANCE OF 35.36 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID WOODLAKE BOULEVARD; SAID POINT ALSO LYING ON A NON-TANGENT CURVE HAVING A RADIUS OF 570.00 FEET AND FROM WHICH A RADIAL LINE BEARS S36°22'45"W; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 162.18 FEET (THROUGH AN ANGLE OF 16°18'07") TO THE POINT OF BEGINNING.

PARCEL b

A PARCEL OF LAND BEING A PORTION OF SAID VILLAGES OF WOODLAKE PLAT NUMBER 2, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF VILLAGES OF WOODLAKE PLAT NUMBER 2 (AS SAID PLAT IS RECORDED IN PLAT BOOK 45 PAGES 172 THROUGH 174 INCLUSIVE, OF THE PUBLIC RECORD OF SAID COUNTY) LYING NORTH OF THE NORTH LINE OF WOODLAKE BOULEVARD, EAST OF THE WEST LINE OF SAID PLAT OF VILLAGES OF WOODLAKE PLAT NUMBER 2, SOUTH OF THE SOUTH LINE OF THE LAKE WORTH DRAINAGE DISTRICT LATERAL CANAL L-11, AND WEST OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHWEST CORNER OF LOT 24 OF SAID PLAT OF VILLAGES OF WOODLAKE PLAT NUMBER 2; THENCE NORTH 89° 32' 14" EAST ALONG THE SOUTH LINE OF SAID LAKE WORTH DRAINAGE DISTRICT LATERAL CANAL L-11 A DISTANCE OF 222.63 FEET TO A POINT ON THE WEST LINE OF THE EAST 13.18 FEET OF LOT 19 OF SAID PLAT OF VILLAGES OF WOODLAKE PLAT NUMBER 2, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED LINE; THENCE SOUTH 00° 27' 46" EAST ALONG SAID WEST LINE AND ITS SOUTHERLY PROLONGATION A DISTANCE OF 151.44 FEET TO A POINT ON THE NORTH LINE OF BISCAYNE DRIVE, A ROAD TRACT ON SAID PLAT OF VILLAGES OF WOODLAKE PLAT NUMBER 2; THENCE TRAVERSING ALONG SAID NORTH LINE THROUGH THE FOLLOWING THREE (3) NUMBERED COURSES AND DISTANCES:

1. SOUTHWESTERLY ALONG THE ARC OF A CURVE WHICH IS A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 205.00 FEET AND A CENTRAL ANGLE OF 21° 35' 14" (AND HAVING A RADIAL LINE BEARING NORTH 32° 01' 57" WEST PASSING THROUGH THE LAST ABOVE MENTIONED POINT) A DISTANCE OF 77.24 FEET TO A TANGENT LINE;
2. SOUTH 36° 22' 49" WEST ALONG SAID TANGENT LINE A DISTANCE OF 191.13 FEET;
3. SOUTH 81° 09' 42" WEST A DISTANCE OF 35.22 FEET TO THE NORTH LINE OF SAID WOODLAKE BOULEVARD;

PARCEL c

VILLAGES OF WOODLAKE PLAT NUMBER 3 AS SAID PLAT IS RECORDED IN PLAT BOOK 43, PAGES 157 AND 158 OF THE PUBLIC RECORDS OF SAID PALM BEACH COUNTY.

PARCEL d

VILLAGES OF WOODLAKE PLAT NUMBER 4, AS SAID PLAT IS RECORDED IN PLAT BOOK 63 AT PAGES 105 AND 106 OF THE PUBLIC RECORD OF SAID COUNTY, BEING A REPLAT OF A PORTION OF VILLAGES OF WOODLAKE, PLAT NUMBER 2 AS SAID PLAT IS RECORDED IN PLAT BOOK 45, PAGES 172, 173, AND 174 OF THE PUBLIC RECORDS OF SAID COUNTY.