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WRITTEN CONSENT (per F.S. 720.405(6))

The undersigned, owner/voting member, for the address stated below in SHAKERWOOD ASSOCIATION, INC. hereby submits this Written Consent as to the Proposed Set of revived Governing Documents for Shakerwood for revitalization as previously delivered in the Letter dated_____ pursuant to Section 720.405(6) of the Florida Statutes:

_____ Approve (This is a vote in favor to approve the proposed revived governing documents.)

_____ Disapprove (This is a vote against the proposed revived governing documents.)

Signature:_____

Date: _____

Print Name: _____

Address:_____

**THIS DOCUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:**

Christopher A. Sajdera, Esquire
Sajdera, PA
200 East Palmetto Park Road, Suite 103
Boca Raton, Florida 33432

**NOTICE REGARDING MARKETABLE RECORD TITLE
TO REAL PROPERTY ACT, PRESERVATION, AND REVITALIZATION OF
GOVERNING DOCUMENTS FOR SHAKERWOOD ASSOCIATION, INC.**

**THIS NOTICE REGARDING MARKETABLE RECORD TITLES TO REAL
PROPERTY ACT FOR SHAKERWOOD ASSOCIATION, INC** is made this ____ day of _____, 2021, by the President and Secretary of the SHAKERWOOD ASSOCIATION, INC. (“Association”). The post office address for the Association is c/o Davenport Management, 6620 Lake Worth Road, Suite F, Lake Worth, Florida 33467.

W I T N E S S E T H :

1. This Notice Regarding Marketable Record Titles to Real Property Act is recorded by the Association pursuant to Chapter 712 and sections 720.403(2), 720.404, and 720.405, Florida Statutes.

2. The Shakerwood Association community is subject to the following governing documents that are revitalized and revived, including all attachments thereto, if any, and covenants and restrictions (hereinafter collectively “Governing Documents”):

- (A) Declaration of Easements, Covenants, and Restrictions for Shakerwood At Wellington, as recorded in Official Records Book 3185 at Page 687, of the Public Records of Palm Beach County, Florida, a copy of which is attached hereto and incorporated herein as Exhibit “A”;
- (B) Amendment of Declaration of Easements, Covenants, and Restrictions for Shakerwood Association, Inc., as recorded in Official Records Book 23290 at Page 6, of the Public Records of Palm Beach County, Florida, a copy of which is attached hereto and incorporated herein as Exhibit ”B”;
- (C) Articles of Incorporation of the Shakerwood Association, Inc., as recorded in Official Records Book 3185 at Page 714, of the Public Records of Palm Beach County, Florida, a copy of which is attached hereto and incorporated herein as Exhibit “C”;

- (D) Amendment to Articles of Incorporation of the Shakerwood Association, Inc., as recorded in Official Records Book 3185 at Page 736, of the Public Records of Palm Beach County, Florida, a copy of which is attached hereto and incorporated herein as Exhibit “D”;
- (E) Amendment to Articles of Incorporation of the Shakerwood Association, Inc., as recorded in Official Records Book 7960 at Page 1077, of the Public Records of Palm Beach County, Florida, a copy of which is attached hereto and incorporated herein as Exhibit “E”;
- (F) First Certificate of Amendment to Articles of Incorporation of the Shakerwood Association, Inc., as recorded in Official Records Book 20686 at Page 154, of the Public Records of Palm Beach County, Florida, a copy of which is attached hereto and incorporated herein as Exhibit “F”;
- (G) BY-LAWS of Shakerwood Association, Inc., as recorded in Official Records Book 3185 at Page 730, of the Public Records of Palm Beach County, Florida, a copy of which is attached hereto and incorporated herein as Exhibit “G”;
- (H) Certificate of Amendment to the By-Laws of Shakerwood Association, Inc., as recorded in Official Records Book 22679 at Page 1416, of the Public Records of Palm Beach County, Florida, a copy of which is attached hereto and incorporated herein as Exhibit “H”.
- (I) Plat No. 3 of The French Quarter, as recorded in Plat Book 37 at Page 127, of the Public Records of Palm Beach County, Florida, a copy of which is attached hereto and incorporated herein as Exhibit “I”; and,
- (J) Affidavit regarding Plat dedication to Shakerwood Association, Inc., as recorded in Official Records Book 3387 at Page 641, of the Public Records of Palm Beach County, Florida, a copy of which is attached hereto and incorporated herein as Exhibit “J”.

3. The legal description of the land affected by this Notice and encumbered by the Governing Documents is set forth on Exhibit “K” attached hereto and incorporated herein.

4. The parcel owners, their respective parcels affected by this Notice and encumbered by the Governing Documents is set forth on Exhibit “L” attached hereto and incorporated herein.

5. The graphic depiction of the development of the land affected by this Notice and encumbered by the Governing Documents is set forth on Exhibits “K”, “I” and “J” attached hereto and incorporated herein.

6. The letter of approval from the Florida Department of Economic Opportunity is set forth in Exhibit "M" attached hereto and incorporate herein.

NOW, THEREFORE, the President and Secretary of the Association hereby certify that:

7. The above-referenced Governing Documents shall be preserved, revitalized, revived and protected from extinguishment by operation of Chapter 712, Florida Statutes, which is the Marketable Record Title to Real Property Act. The above-referenced Governing Documents as may be amended from time to time, burdening the property of each and every member of the Shakerwood Association, Inc. shall retain and revive their status as the source of marketable title with regard to the transfer of a member's residence for an additional thirty (30) years following the recording date of this Notice.

8. The preservation and revitalization of the above Governing Documents has been duly approved by the Association's Board of Directors at a meeting duly noticed and conducted in accordance with the requirements of Chapter 712, Florida Statutes, and the Governing Documents of the Association, and approved by a majority of the affected parcel owners as provided for section 720.405(6) of the Florida Statutes.

9. This Revived Governing Documents govern only the lots which were originally encumbered by the Previous Governing Documents and do not contain covenants that are more restrictive on the parcel owners than the covenants in the Previous Governing Documents. The Revived Governing Documents shall run with the real property, and shall be binding on all parties having any right, title, or interest in the real property subject to the Declaration, their heirs, successors, assigns, and shall inure to the benefit of each owner thereof.

10. The voting interest of each parcel owner under this Revived Governing Documents is the same as the voting interest of the parcel owner under the Previous Governing Documents. The proportional assessment obligations of each parcel owner under this Revived Declaration shall be the same as the proportional assessment obligations of the parcel owner under the Previous Declaration. The amendment provisions under this Revived Declaration shall be the same as the amendment provisions under the Previous Declaration.

11. In accordance with Section 720.403(2), Florida Statutes, each parcel that is subject to this Revived Governing Documents is described by a legal description and name of the parcel owner is attached hereto and incorporated herein as Exhibits "L" and "K", respectively.

12. Attached hereto and incorporated herein as Exhibit "N" is an Affidavit in support of this Notice which attests to the required notice and statement being given to the members of the Association, and approved by majority of the affected parcel owners, in accordance with Chapter 712 and section 720.405, Florida Statutes.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this _____ day of _____, 2021.

SHAKERWOOD ASSOCIATION, INC.

Witness

By: _____
President

Print Name

Print Name

Witness

Print Name

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

The foregoing Notice Regarding Marketable Record Titles to Real Property Act was acknowledged, before me this ____ day of _____, 2021 by _____, as President of SHAKERWOOD HOMEOWNERS ASSOCIATION, INC., on behalf of said corporation, that they executed same. The signatories are personally known to me or they have produced _____ as identification.

WITNESS my signature and official seal the date last aforesaid.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: _____

Witness

By: _____
Secretary

Print Name

Print Name

Witness

Print Name

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

The foregoing Notice Regarding Marketable Record Titles to Real Property Act was acknowledged, before me this ____ day of _____, 2021 by _____, as Secretary, of SHAKERWOOD ASSOCIATION, INC., on behalf of said corporation, that they executed same. The signatories are personally known to me or they have produced _____ as identification.

WITNESS my signature and official seal the date last aforesaid.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: _____

This Instrument Prepared By:
John C. Schneider, Esquire
Wood, Cobb, Murphy & Craig
500 Comeau Building
West Palm Beach, Florida 33401

DECLARATION OF
EASEMENTS, COVENANTS AND RESTRICTIONS
FOR
SHAKERWOOD
AT
WELLINGTON

THIS DECLARATION is made as of the 1st day of November, 1979, by VIEW LINE, INC. ("Developer"), a Florida corporation, the owner of all the real property described in Exhibit A attached hereto, for the purpose of subjecting that real property to the following terms, easements, conditions, restrictions, reservations, limitations and covenants.

ARTICLE I

Definitions

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

(A) "Declaration" shall mean and refer to this Declaration of Easements, Covenants and Restrictions for Shakerwood at Wellington, as it may be amended from time to time.

(B) "Developer" shall mean and refer to View Line, Inc., its successors (including a party who obtains title through foreclosure of a mortgage on any Exhibit A land then owned by View Line, Inc.) and assigns.

(C) "Shakerwood" or "Project" shall mean and refer to the real property described in Exhibit A of the Declaration, together with any additions or less any removals, made pursuant to the Declaration.

(D) "Project Documents" shall mean and refer to the Declaration, the Plat of the Project, the Articles of Incorporation, the By-Laws, the Rules and Regulations of the Property Owners Association and all of the instruments and documents referred to therein.

(E) "Plat" shall mean and refer to the Plat No. 3 of The French Quarter of Wellington P.U.D. ("Shakerwood" herein), as recorded in Official Record Book 37, Page 128 of the Public Records of Palm Beach County, Florida, which consists of twenty-three blocks of land and the Common Area. Exhibit A contains a legal description for the real property shown on the Plat.

Exhibit "A"

(F) "Common Area" shall mean and refer to all the real property in Shakerwood, less the real property within the twenty-three Blocks. The Common Area has been conveyed or committed by the Developer to the Association for the exclusive or non-exclusive use of all of the Owners.

(G) "Block" shall mean and refer to one of the twenty-three parcels of land as represented on the Plat and numbered 28 through 50, inclusive. Each Block is subdivided into four lots and it is intended that four attached Dwelling Units will be built upon each Block of land.

(H) "Lot" shall mean and refer to the four parcels of land, which are represented on the Plat in groups of four lots within each of the twenty-three Blocks. The Lots are numbered 1, 2, 3 and 4 within each Block. A Lot shall also include any improvements thereon.

(I) "Dwelling Unit" shall mean and refer to an attached single family residence built, or to be built, on a Lot. There shall be no more than one Dwelling Unit built on any Lot in the Project.

(J) "Party Wall" shall mean and refer to a vertical wall common to adjoining Dwelling Units and centered on the boundary line between the lots on which those adjoining Dwelling Units are constructed and existing; provided, however, that the existence of any encroachment shall not preclude a wall, meeting the above definition, from being a Party Wall.

(K) "Common Structural Elements" shall mean and refer to the following portions of Dwelling Units: the flooring, party walls and roofing.

(L) "Owner" shall mean and refer to the record fee simple title holder, whether one or more persons or entities, of a Lot.

(M) "Property Owners Association" or "Association" shall mean and refer to SHAKERWOOD ASSOCIATION, INC., a Florida corporation not for profit, which is the Property Owner's Association for the real property described in Exhibit A.

(N) "Association Board" shall mean and refer to the Board of Directors of the Property Owners Association.

(O) "Institutional Mortgagee" shall mean and refer to any lending institution having a first mortgage lien upon a Lot, including any of the following institutions: an insurance company or subsidiary thereof, a Federal or State Savings and Loan Association, a Federal or State Building and Loan Association, an agency of the United States Government, and

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a bank or real estate investment trust or mortgage banking company authorized to do business in the State of Florida.

ARTICLE II

Property Subject to this Declaration

The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Palm Beach County, Florida, and is legally described in Exhibit "A", attached hereto. All of said real property, as improved, shall hereinafter be referred to as "the Project" and is further subject to the provisions of the Plat. The Developer hereby reserves the right to add lands to, or remove lands from, the Project by unilaterally amending this Declaration.

ARTICLE III

Plan of Development

The Developer intends to build ninety-two (92) single family Dwelling Units on the lots shown on the Plat. Each Dwelling Unit will have Common Structural Elements in common with at least one other Dwelling Unit. The Common Area shall be available for use by all lot owners in the Project, their family members, guests, licensees, lessees and invitees.

The Developer has caused SHAKERWOOD Association, INC. to be incorporated pursuant to the Florida Statutes as a corporation not for profit. This corporation has the power, inter alia, to own and maintain the Common Area and to enforce the provisions of this Declaration and the Project Documents.

ARTICLE IV

Property Rights, Easements and Restrictions

A. Purchaser's Title and Property Rights. Each purchaser of a lot shall receive fee simple title. It shall be the duty of the Owner to properly maintain the Dwelling Unit, including, without limitation, all windows, glass sliding doors, doors, paint and roof. Where a party wall divides two (2) Dwelling Units, the Owner of each unit shall own up to the midpoint of the party wall.

Each lot is conveyed together with:

1. An easement for the continuance of all encroachments

by the Dwelling Unit or any adjoining lots and Common Area existing as a result of the construction of the Dwelling Unit, or which may come into existence thereafter as a result of the settling or shifting of the Dwelling Unit, or as a result of the repair or restoration of the Dwelling Unit, after damage or destruction by fire or other casualty or after taking in condemnation or eminent domain proceedings, or by reason of an alteration to or repair of the Common Area.

2. An easement in common with the Owners of other Lots to use any utility and service lines and systems, including, but not limited to, water, sewer, gas, telephone, electricity and cable (or master) television located upon, across, over, through and under any of the other Lots or elsewhere on the Project and serving the Lot.

3. An easement in common with the Owners of the other Lots for ingress and egress on all private roads, driveways, walks and parking areas that are part of the Common Area.

4. An easement of support and use over, upon, across, under, through and into the Common Structural Elements in favor of the Developer, the Association, the Dwelling Unit Owners and their employees, servants, agents and designees for the continued use, benefit, enjoyment, support, service, maintenance, repair and design of all Dwelling Units and the Common Structural Elements in the Project.

Each Lot, and the appurtenant right to use and enjoy the Common Area, is conveyed subject to:

1. Easements in favor of adjoining Dwelling Units and in favor of the Common Area for the continuance of all encroachments of such adjoining Dwelling Units or Common Area on the Lot and existing as a result of the construction of the adjoining Dwelling Units, or which may come into existence thereafter as a result of the settling or shifting of the adjoining Dwelling Units, or as a result of the repair or restoration of the adjoining Dwelling Units or the Common Area after damage or destruction by fire or other casualty, or after a taking in condemnation or eminent domain proceedings, or by reason of an alteration to or repair of the Common Area.

2. An easement in favor of the other Lots and the Association to use any utility and service lines and systems, including, but not limited to, water, sewer, gas, telephone, electricity and cable located upon, across, over, through and under the Lot, and serving the other Lots or the Common Area.

3. An easement of support and use over, upon, across, under, through and into the Common Structural Elements in favor of the Developer, the Association, the Dwelling Unit Owners

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and their employees, servants, agents and designees for the continued use, benefit, enjoyment, support, service, maintenance, repair and design of all Dwelling Units and the Common Structural Elements in the Project.

4. An easement in favor of the Developer and the providing utility or service company for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and systems, including, but not limited to, water, sewer, gas, telephone, electricity and cable (or master) television located upon, across, over, through and under the lot. By virtue of this easement, it shall be expressly permissible for the Developer or the providing utility or service company to install and maintain facilities and equipment on the lot, to excavate for such purposes and to affix and maintain wires, circuits and conduits, on, in and under the roof and exterior walls of the Dwelling Unit providing such company restores disturbed areas to the condition in which they were found. Notwithstanding anything to the contrary contained in this Paragraph, no sewer, electrical lines, water line or other utility service line or facility for such utility may be installed or relocated on the lot except as approved by the Developer prior to his relinquishment of control of the Association, or by the Association thereafter.

5. An easement in favor of the Association over the area of a lot upon which a Dwelling Unit has not been constructed, for the purpose of maintaining that area.

6. The rights of the Developer granted by this Declaration.

7. The right of the Association (in accordance with its Articles of Incorporation and By-Laws) to borrow money for the purpose of improving the Common Area and in aid thereof to mortgage the Common Area.

8. The right of the Association to take such steps as are reasonably necessary to protect the Common Area against foreclosures.

9. The right of the Association to dedicate or transfer title to all or any part of the Common Area to any public agency, authority or utility.

10. All provisions of this Declaration and the Project Documents.

11. Rules and regulations governing the use and enjoyment of the Common Area as may be adopted by the Association from time to time.

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12. Restrictions, easements and other matters contained in the Public Records of Palm Beach County, Florida, affecting the Project.

13. The right of use and enjoyment of the Common Area by the other Owners.

14. The right of the Association to suspend an Owner's voting rights and his right to use the Common Area for any period during which an assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

The easements, licenses, rights and privileges established, created and granted by this instrument shall be for the benefit of, and restricted solely to, the Developer and the Owners from time to time of Lots in the Project, their tenants, the families of such owners or tenants and their guests, for the duration of their ownership or tenancy, but the same is not intended nor shall it be construed as creating any rights in or for the benefit of the general public.

Each Lot Owner shall have the exclusive right to use a parking space designated by the Developer for that Lot. The Owner and his guests may use other parking spaces designated as "Guest" spaces.

B. Reservation of Rights. The Developer hereby reserves unto itself and its assignees, without the consent of the other Lot Owners, the right to (1) grant easements, both temporary and permanent, over the Common Area in favor of itself, public and quasi-public authorities, utility companies and franchisees, (2) to grant licenses and rights-of-way to the foregoing persons and entities as well as their family members, guests, licensees, invitees, lessees, servants, agents and employees, and (3) subdivide or re-plat all or any part of the undeveloped portion(s) of the Property in conformity with law, and to file subdivision restrictions and/or amendments with respect thereto. Provided, however, such re-platting or filing of subdivision restrictions or amendments thereto shall not result in a substantial increase in assessments levied against existing Lots or in an overburdening of existing Common Areas or access thereto.

In the event any undeveloped portion of the Project is re-platted, the re-platted portion will not be subject to this Declaration unless expressly adopted and accepted in writing by the Developer, its successors or assigns and the recording of the adoption and acceptance in the Public Records of Palm Beach County, Florida.

The Developer or its assignees shall have the right

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to re-plat and to grant such easements and licenses as it deems reasonably necessary or appropriate to make the Project a success. None of the grantees of an easement or license named in this Article shall have the right to assign its easement or license, or any benefits thereof, without the prior written approval of the Association.

The Developer further reserves the following rights:

1. To sell or lease any unsold Dwelling Unit, and in furtherance thereof the right, without limitation, to maintain model Dwelling Units thereon, have signs posted on the Project, staff employees, maintain a sales and/or construction office on the Project, and show unsold Dwelling Units.

2. To use the Project in any way necessary to complete its development and the construction and sale of Dwelling Units and Lots.

C. Rules and Regulations. The following Rules and Regulations are hereby instituted for the success of the Project:

1. Use of Dwelling Unit. Dwelling Units may be used only for residential purposes.

2. Exterior Color Plan. No Lot Owner shall in any way deface or change the color of the exterior of his Dwelling Unit.

3. Temporary Structures. No structure of a temporary character shall be permitted on any Lot at any time. This has no application to construction and sales requirements of the Developer.

4. Alteration. No substantial alteration or remodeling of a Dwelling Unit involving the cutting or moving of partition walls may be done without prior written permission from the Association and the adjoining Dwelling Unit Owner.

5. Signs. No Lot Owner (other than the Developer) shall display to the public view a sign on any Lot except a sign displaying the word "open", not to exceed three square feet, during any time the Owner or his designated representative is on the premises. "For Sale" or "For Rent" signs are expressly prohibited.

6. Landscaped Areas. All landscaped areas shall be maintained in a live, healthy and growing condition, properly watered and trimmed. Any planting of grass, shrubs or trees which become dead or badly damaged shall be replaced with similar sound, healthy plant materials.

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7. Replacement of Similar Structure. In the event any Dwelling Unit is destroyed or removed by or for any cause, such unit shall be replaced with a Dwelling Unit of the same size and type, in accord with the plans and specifications of the Dwelling Unit being replaced.

8. Repair of Dwelling Units. All repairs of a Dwelling Unit will be made in accordance with the original plans and specifications of the Dwelling Unit, unless written authorization to the contrary has been obtained from the Association.

9. Repair and Trash Containers. No Parcel shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste, except newspapers, shall be placed in plastic bags and tied securely and kept in trash receptacles. Trash receptacles shall be kept in an area designated by the Association. This rule has no application to construction activities.

10. Utility Connections. Building connections for all utilities, including, but not limited to, water, electricity, telephone and television shall be run underground from the proper connecting points to the building structure in such a manner to be acceptable to the governing utility authority.

11. Antenna and Aerials. No radio or television antenna installation or other wiring shall be made without the written consent of the Association. No antenna or aerial shall be erected or installed on the roof or exterior walls of any Dwelling Unit. Any such antenna or aerial is subject to removal without notice and at the cost of the Owner for whose benefit the installation was made. Further, no television antennas or cable television facilities other than the system provided by Palm Beach Management Corp. or its assignee shall be permitted in the Common Area. This exclusivity shall exist for a period of fifteen (15) years from the date of this Declaration and shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by two-thirds (2/3) of the Owners of lots in the Project has been recorded in the Public Records of Palm Beach County, Florida.

12. Pets. No animals, livestock or poultry of any kind shall be kept at the Project except dogs and cats and such other pets as the Association may authorize. The Association may make reasonable rules regulating the size and number of pets. Pets must be on a leash at all times. The owner of each pet shall be required to clean up after the pet in order to properly maintain the Common Area. Offensive pets may be removed by the Association after notice to the Owner, with the prevailing party being entitled to reasonable attorneys' fees and costs.

13. Offensive Activities. No activities shall be

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permitted that will be injurious, offensive, or disturbing to the occupants of adjacent premises.

14. Parking. Trucks, boats, motor homes and other such vehicles shall not be parked on the property for more than one (1) hour in any twenty-four (24) hour period, except with the prior written consent of the Association. All motor vehicles will be maintained so as to not create an eyesore. This clause shall have no application to the construction and sales requirements of the Developer.

15. Storage. The personal property of all Owners shall be stored within their Dwelling Units.

16. Artificial Vegetation. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any lot, unless approved by the Association.

17. Clothes Drying Area. No exterior portion of any Dwelling Unit shall be used as a drying or hanging area for laundry or similar items.

18. Awnings, Canopies, etc. No awning, canopy, shutter (see Paragraph 20 below) or other projection shall be attached to or placed upon the outside walls or roof of a Dwelling Unit without the written consent of the Association.

19. Dangerous Materials. No inflammable, combustible or explosive fluid, chemical or substance shall be kept in any Dwelling Unit, except such as are required for normal household use.

20. Hurricane Preparation. Owners may install hurricane shutters; however, they cannot be permanent and must be of the type that can be installed only when needed due to a storm and be completely removed thereafter. Each Owner or occupant who plans to be absent from his Dwelling Unit during the hurricane season, and who wishes hurricane protection, must prepare his Dwelling Unit prior to his departure by designating a responsible firm or individual to care for his Dwelling Unit should it require hurricane protection and by furnishing the Association with the name of said firm or individual. Such firm or individual shall contact the Association for clearance to install or remove hurricane shutters.

21. Motor Vehicle Repair. There shall be no assembling or disassembling of motor vehicles except for ordinary maintenance such as the changing of a tire, battery, etc.

22. Resale. On any resale of a Lot, the new Owner shall notify the Association of the change of ownership in

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within thirty (30) days of closing.

23. Other Rules and Regulations. The Owners will abide by such other rules and regulations as are adopted by the Association.

D. Party Wall Facilities. This Party Wall Agreement shall be an easement and a covenant running with the land. Upon the completion of the Dwelling Units on a Block, the common walls which are located on an imaginary line between the lots on which the adjoining Dwelling Units are constructed, shall be party walls for the perpetual benefit of, and use by the Owner, the Owner's heirs, assigns, successors or grantees.

1. Each Owner is licensed by his adjacent Owner to enter upon his adjacent Owner's premises, at a reasonable time and upon reasonable notice, for the purpose of maintaining, repairing or reconstructing a common wall as hereinafter provided, so long as the maintenance, repair or reconstruction shall be done in a good workmanlike manner.

2. In the event it shall become necessary to perform maintenance thereon, or to repair or reconstruct the whole or any part of a common wall, the expense therefor shall be shared equally by the affected Owners of each adjoining lot or their successors in title. Provided, that if such maintenance, repair or reconstruction is brought about solely by the neglect or the willful misconduct of one Owner, any expense incidental thereto shall be borne solely by such wrongdoer. If an Owner shall refuse to pay his share, or all of such costs in the case of his negligence or willful misconduct, the other Owner may have a common wall repaired or reconstructed and shall be entitled to a lien on the adjacent lot for such costs. This lien shall become effective upon the recording of a claim of lien in the public records of Palm Beach County. If an Owner gives a mortgage encumbering the title to his lot, then the mortgagee shall have the full right at its option to exercise the right of its mortgagor as an Owner hereunder and, in addition, the right to add to the outstanding balance of such mortgage any amounts paid by the mortgagee for the repair or reconstruction and not reimbursed to the mortgagee by the Owner.

3. Whenever a common wall is repaired, it shall be repaired with the same or similar materials and of like quality of those used to initially construct a common wall. Whenever a common wall or any part thereof shall be reconstructed, it shall be reconstructed in the same manner and at the same location where it was initially constructed, and shall be of the same size and of the same or similar materials and of like quality.

4. No Owner shall possess the right to cut windows

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or other openings in a common wall, nor to make any alterations, additions or structural changes in a common wall. A common wall shall be used in such manner as to preserve all rights of the adjacent Owner in a common wall.

5. In the event of any dispute arising between adjacent Dwelling Unit Owners as to the cause of any damage to a common wall, or as to the necessity of maintenance, repair or reconstruction of a common wall, or as to the provisions of this Party Wall Agreement, each Dwelling Unit Owner shall choose an arbitrator, and such arbitrators shall choose an additional arbitrator, and the decision of a majority of those arbitrators shall be final and conclusive of the question or questions involved. Such arbitration will be conducted in accordance with the then existing rules of the American Arbitration Association.

E. Restrictions on the Sale or Lease of a Dwelling Unit.
The sale and/or Lease of a Dwelling Unit (by any person other than the Developer) shall be subject to the following provisions:

1. A sale or lease of a Dwelling Unit shall be accomplished only through the means of a bona fide written purchase contract or lease. The purchase contract or lease shall provide the name, address and telephone number of the prospective purchaser or tenant and shall contain a covenant and warranty by the Owner and its purchaser or tenant, which shall survive the closing or the tenancy, that they, their successors and assigns, shall comply with all the provisions of the Project Documents and the amendments thereto.

2. A true and complete copy of the purchase contract or lease shall immediately be transmitted to the Association by registered mail, return receipt requested with postage prepaid, to the Association's office address, together with the following: (1) a written notice of intent by the Owner to sell or lease the Dwelling Unit, (2) a true and exact copy of the purchase contract or lease, (3) completely filled in and signed application forms as then provided and required by the Association, (4) a non-refundable administrative fee as established by the Association for its administrative expenses, and (5) a covenant by the prospective tenant that it will abide by all of the provisions of the Project Documents.

Upon receipt of the foregoing documents, the Association shall have a thirty (30) day option period to notify the Owner as to which of the three following options it elects: (A) To permit the sale or lease of the Dwelling Unit pursuant to the purchase contract or lease submitted to the Association, or (B) To substitute a purchaser or lessee who will accept terms as favorable to the Owner as the terms stated in the purchase contract or lease previously submitted by the Owner. The

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Substitute Purchaser or Lessee must assume the provisions of the Project Documents in writing, or (C) To disapprove the proposed sale or lease, stating the reasons for such disapproval.

3. A written Certificate of Approval in recordable form shall be prepared by the Property Owners Association, signed by any two (2) members of the Association Board and mailed or delivered to the Owner and the proposed purchaser or tenant. Failure of the Association Board to grant approval or to furnish a Substitute Purchaser or Tenant within thirty (30) days after the Notice is given shall constitute Approval of the sale or lease, and the Property Owners Association shall be required to prepare and mail or deliver the Certificate of Approval to the Owner and the prospective purchaser or tenant.

4. In the event the Association furnishes its disapproval to the Owner, the latter shall be deemed to have offered the premises to the Substitute Purchaser or Tenant. The Substitute Purchaser or Tenant shall have not less than thirty days thereafter to consummate the sale or lease of the Dwelling Unit upon terms no less favorable than those communicated to the Association. The Owner shall not be relieved of such obligation except upon the written consent of the Property Owners Association and the Substituted Purchaser or Tenant. Upon closing with a Substitute Purchaser, the Association shall deliver its Certificate of Approval.

5. In the event the Substitute Purchaser or Tenant furnished by the Property Owners Association shall default in his obligation to purchase or lease the Dwelling Unit, the Association shall prepare and deliver the Certificate of Approval to the Owner and its purchaser or tenant.

F. Enforceability of Certain Covenants. Except for the enforcement of the lien for assessments, a covenant in this Declaration may be enforced by individual Dwelling Unit Owners only in the event (1) the Association Board declines to enforce the covenant, and (2) not less than twenty-five percent (25%) of the Owners of Dwelling Units for which certificates of occupancy have been granted in the Project, shall attempt to collectively enforce compliance with such covenant in the appropriate court of law.

Notwithstanding any provision to the contrary contained in this instrument, the Developer (so long as it shall still be offering at least five Dwelling Units for sale in the Project) and/or the Association Board shall have the right to enforce compliance with any covenant or provision contained in this Declaration at any time.

If all of the terms and requirements of this Article are met by the party or parties seeking to enforce any covenants

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or provisions contained herein, such party or parties shall be entitled to receive its costs and reasonable attorneys' fees at the trial and appellate levels to be fixed by the court together with the costs of the action.

G. Membership in the Property Owner's Association.
Every fee simple Owner of a Lot in the Project, including the Developer, agrees to become and shall be a Member of the Association, provided that any person or entity who holds such interest only as security for the performance of an obligation shall not be a Member. Membership in the Association will cease at such time as an Owner no longer holds fee simple ownership of any Lot.

It is understood and agreed that the Association Articles of Incorporation and By-Laws shall provide that the Owners of a Lot shall be entitled collectively to one vote. In no event shall more than one vote be cast with respect to any Lot.

In order to provide for the orderly completion of the Project and sales of Lots, and to preserve the Project's values and amenities, the Developer shall retain control of the Association until all of the contemplated improvements have been completed and all sales have been closed, or until such time as the Developer shall sooner elect to terminate its control of the Association and to that end, it is understood and agreed that the Articles of Incorporation or the By-Laws of the Association shall contain a proviso whereby the proceedings of all meetings of the Association Members during the aforementioned period of time shall have no effect unless approved by the Association Board of Directors.

Unless at least two-thirds (2/3) of the Institutional Mortgagees having mortgages on the Project (based upon one vote for each mortgage owned) and at least two-thirds (2/3) of the Owners (other than the Developer) have given their prior written approval, the Association shall not be entitled to:

1. By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area owned by the Association (the granting of easements for public utilities or for other public purposes consistent with the intended use of such Common Area by the Dwelling Unit Owners shall not be deemed a transfer within the meaning of this provision); or
2. Change the method of determining the obligations, assessments, dues or other charges which may be levied against a Lot or its Owner; or
3. By act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to

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the architectural design or the exterior appearance of Dwelling Units, the exterior maintenance of Dwelling Units, the maintenance of the Common Area partywalks or common fences and driveways, or the upkeep of lawns and plantings; or

4. Fail to maintain fire and extended coverage on insurable Common Area property on a current replacement cost basis in an amount not less than 100% of the insurable value (based on current replacement cost); or

5. Use hazard insurance proceeds for losses to any Common Area property for other than the repair, replacement or reconstruction of such Common Area property.

H. Conveyance of Common Area. Unless sooner conveyed, the Developer shall convey the Common Area to the Association free and clear of all liens and encumbrances, subject only to taxes for the year of conveyance and to restrictions, covenants, conditions, limitations, reservations and easements of record at such time as 70% of the Lots have been sold to bona fide purchasers who have closed or who are legally obligated to close. The Association shall accept the conveyance of title to it and shall continue to perform all of its functions in accordance with its Articles of Incorporation and By-Laws.

All mortgagees shall have a complete right of access to the Common Area for the purpose of ingress and egress to any and all property upon which they have a mortgage.

I. Management and Maintenance Contracts. Any agreement for professional management or maintenance of the Project, or any other contract providing for the services of the Developer, shall not exceed three (3) years. Any such agreement shall provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice.

J. Conflict. In the event any provision of Article IV G, H or I conflicts with any other provision in the Project Documents, the former shall govern.

ARTICLE V

Maintenance and Repair Obligations

In addition to its future responsibilities as owner of the Common Area, the Property Owners Association shall have the responsibility and obligation of maintaining, repairing and replacing: (1) the Common Area real and personal property, (2) the exterior finish on the Dwelling Units, (3) the fences on the Lots, and (4) the landscaping of all Lots according

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to the Project's original landscaping plan, but excluding therefrom any landscaping not provided for in the Project's Master Landscape Plan.

In the event the Association determines that the need for maintenance, repair or replacement of any of the items described in this Article has been caused through the willful or negligent act of an Owner, his family, or their employees, agents, servants, guests, invitees, licensees or lessees, the cost of such maintenance, repair or replacement shall become a part of the assessment to be levied against such Owner and its Lot and shall not be the joint responsibility of the Project's Lot Owners.

Notwithstanding the duty of the Association to maintain and repair portions of the Common Area, it shall not be liable to Dwelling Unit Owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be repaired and maintained by the Association or caused by the elements or other Dwelling Unit Owners or persons.

ARTICLE VI

Assessments and Liens

A. Purpose of Assessments. The assessments levied and to be collected by the Association shall be used for the purpose of promoting the recreation, health, safety and welfare of the Lot Owners, for providing exterior maintenance to the Dwelling Units, the Common Structural Elements and fences, as well as for the improvement and maintenance of the Common Area, including but not limited to, the cost of taxes, insurance, security, labor, equipment, materials, management, maintenance, repair, replacement and supervision thereof, as well as for such other purposes as are permissible Association activities and undertaken by it.

B. Creation of Assessments and Liens. The Association shall have the power to levy and collect assessments (1) against all Lots and their Owners, and which are therefore shared on a pro rata basis, and (2) against an individual Lot and its Owner. The Developer and each Owner of a Lot hereby covenant and agree to the following provisions:

1. Each Owner shall pay all assessments levied against any Lot which it owns. However, no assessment shall be levied by the Association against a Lot and its Owner until a certificate of occupancy has been issued for the Dwelling Unit by the appropriate governmental authority. Further, no assessment shall be levied by the Association against the

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Developer, or a Lot with a Dwelling Unit thereon which it owns, prior to the initial transfer of title thereof to a third party.

There shall be an annual assessment established by the Board, as well as special assessments as deemed by the Board to be instrumental in carrying out its responsibilities pursuant to this Declaration.

2. The Association shall have a lien for an unpaid assessment upon a Lot from the date the assessment is made. This lien shall secure payment of the assessment, together with interest thereon from the due date at the rate of twelve percent (12%) per annum, and the costs of collection thereof including reasonable attorney's fees at the trial and all appellate levels, as well as the fees and costs for any action to foreclose the lien securing the assessment. The lien may be recorded in the Public Records of Palm Beach County, Florida.

3. No Owner may avoid or otherwise escape liability for the assessments provided for herein by its non-use or abandonment of the Common Area.

C. Annual Assessments. The annual assessment, which may include funds for special improvement projects and for capital improvements, shall be determined on a yearly basis by the Association Board and shall commence on the date (which shall be the first day of a month) fixed by the Board to be the date of commencement.

The annual assessment shall be payable in advance, but may be paid in periodic installments if so determined by the Association Board.

D. Special Assessments. Special assessments in furtherance of the Association's purposes may be levied at any time by the Association Board. The due date, manner and method of payment of any special assessment shall be fixed in the resolution authorizing the assessment. A special assessment may be levied pro rata against all Lot Owners or it may be levied against one or more Lot Owners pursuant to Article V.

E. Apportionment of Assessments. The annual assessment and special assessments provided for herein shall be apportioned on a pro rata basis on all Lots for which the Dwelling Units built thereon have received a certificate of occupancy as of the date the Association Board creates the assessment.

Thereafter, as subsequent Dwelling Units receive their certificates of occupancy, the Lots in which such Dwelling Units are located shall automatically be assessed in an amount equal to the assessment which other Lots receive, but prorated based on the time remaining in the assessment period.

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The Developer and future Lot Owners recognize that certain Lots located in the Project will have a greater amount of square footage than others and that certain Dwelling Units will be larger than others and vary in amenities. However, the parties agree that each Lot shall be assessed on an equal basis with all other Lots, regardless of any differences.

The provisions of Article VI E shall not apply to assessments levied pursuant to the second paragraph of Article V.

F. Status of Assessments. The Property Owners Association shall, for such charge as the Board may determine, furnish to any Owner upon his demand a certificate in writing signed by one of its Officers setting forth the status of assessments against that Owner's Lot. This certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

G. Remedies for Non-Payment of Assessment. If an assessment is not paid on the date when due, the assessment is then delinquent and shall, together with interest thereon and costs of collection thereof, become a continuing lien on the Lot as set forth in this Article.

If the assessment is not paid within thirty (30) days after the due date, the Association may bring an action to foreclose the lien against the Lot in like manner as a foreclosure of a mortgage on real property. Nothing contained herein shall prevent the Association from exercising any other election or pursuing any other remedy which it may have.

The Dwelling Unit Owner shall be personally liable for all unpaid assessments, interest, and costs and fees of collection. This liability shall not terminate upon transfer of ownership, or abandonment or occupancy by the Dwelling Unit Owner. When any lien is foreclosed, if the Dwelling Unit Owner remains in possession of the Dwelling Unit, he shall pay the reasonable rental value of the Unit. The Association shall be entitled to the appointment of a receiver of the Dwelling Unit, as a matter of strict right.

Assessments shall be paid without offset or deduction. No Dwelling Unit Owner may withhold payment of assessments or any part of them because of any dispute which may exist between or among a Dwelling Unit Owner, the Association or its Board of Directors, or the Developer, of any of them, but rather the Dwelling Unit Owner shall pay all assessments pending resolution of any dispute.

Exhibit "A"

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The Association, acting through its Board of Directors, shall have the right to assign its claim and lien rights for the recovery of any unpaid assessments to the Developer or to any Dwelling Unit Owner or group of Dwelling Unit Owners, or to any third party.

H. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any bona fide mortgage to an Institutional Mortgagee (as defined in this instrument) now or hereafter placed upon the Lot subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to a judgment of foreclosure or prior to a deed given in lieu of foreclosure. No sale or transfer shall relieve any Lot or its Owner from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Any Institutional Mortgagee may, singly or with other first Mortgagees, pay any taxes, assessments or other charges which are in default and which may or have become a charge against the Common Area, and it may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy thereon. In such event, the first Mortgagee making such payments shall be owed immediate reimbursement therefor from the Association.

Upon request, the Association will provide to an Institutional Mortgagee a list containing the name and permanent residence address of each individual or entity which owns or is under contract to purchase a Lot.

The Association, upon request, shall furnish written notification to an Institutional Mortgagee of any default in the performance by an Owner of any obligation under this document which is not cured within sixty (60) days.

I. Exempt Property. The following property subject to this Declaration shall be exempt from all assessments and liens created herein: (a) any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Area as defined in Article I; (c) all properties exempted from ad valorem taxation by the laws of the State of Florida, to the extent agreed to by the Association; and (d) any Lot which has not received a certificate of occupancy.

J. Termination of Assessment Liens. If not sooner terminated by action of law or by release or payment, any lien for an assessment made pursuant to the provisions of this

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Declaration shall terminate ten years after the date of such assessment unless an action for the enforcement thereof shall have been brought prior to the expiration of such ten (10) year period.

K. First Wellington, Inc. The Project described herein is also subject to a Declaration of Restrictions, as amended, and imposed by one of the Developer's predecessors in title. Among other things, it requires membership of each Lot Owner in First Wellington, Inc., a corporation not for profit, which is empowered to impose assessments for certain public services, maintenance, improvements and beautification. In the event that a Lot Owner fails to pay any such assessment, the Declaration of Restrictions provides lien rights upon the delinquent lot to First Wellington, Inc.

ARTICLE VII

INSURANCE PROVISIONS

A. Insurance of Common Area. The Association Board of Directors shall obtain public liability and fire and extended coverage insurance covering all insurable property owned by the Association insuring it and the Owners as its and their interests appear. The amount of public liability insurance coverage shall be determined by the Association Board of Directors on an annual basis, but in no event shall the amount of coverage be less than \$1,000,000. Such insurance shall contain a "severability of interest" clause or endorsement which shall preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association, or other Owners. Fire and extended coverage shall be for no less than 100% of the replacement value of insurable property owned by the Association. Premiums for the payment of such insurance shall be paid by the Board of Directors, the cost thereof being equally apportioned among and assessed against all lots as part of the annual assessment.

B. Insurance of Lots.

1. Purchase of Insurance. The Association Board of Directors shall obtain fire and extended coverage and vandalism and malicious mischief insurance, covering each Dwelling Unit and all property therein conveyed by the Developer at the time of its sale of a lot, insuring each Owner and his/her mortgagee, as their interests may appear, in a good and responsible insurance company authorized to do business in the State of Florida in an amount equal to the then current maximum insurable replacement value, excluding foundation and excavation costs.

In negotiating the terms of the master casualty insurance

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policy, the Board of Directors will endeavor to obtain deletions or substantial modification of "no other insurance", "prorata" or "contribution", and "control" clauses.

The premiums for such coverage and other expenses in connection with such insurance shall be paid by the Association and shall be equally apportioned among and assessed against all Lots as part of the annual assessment.

2. Loss Payable Provisions and Use of Proceeds. All casualty policies shall be for the benefit of the Association, all Owners and their mortgagees as their interests may appear. The Association shall be the named insured and it shall not be necessary to name the Owners; however, a mortgagee endorsement shall be issued when applicable. Such policies shall be held by the Association and will be available for inspection by Owners at reasonable times.

Such policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to the Association. The Association shall be the agent for each Owner for the purpose of compromising and settling claims arising under such policies and is authorized to execute and deliver releases upon payment of claims. Proceeds received by the Association on account of claims will be held by it in the manner and for the purpose stated below for the benefit of the Association, the Owners and their respective mortgagees.

In the event of damage or destruction by fire or other casualty to any property covered by such insurance, the Board of Directors shall, upon receipt of the insurance proceeds, contract to build or repair such damaged or destroyed property substantially in accordance with the plans and specifications of the original property. If any material changes are contemplated, the approval of any Institutional Mortgagee having a mortgage on the property shall first be required.

All such insurance proceeds shall be deposited in a bank or other financial institution, the accounts of which are insured by a federal governmental agency, with the provision that such funds may be withdrawn only by signature of at least 50% of the members of the Board of Directors, or by an agent duly authorized by the Board of Directors.

The Board of Directors shall obtain bids from at least two reputable contractors, and then may negotiate with any such contractor, who may be required to provide a full performance in payment bond for the repair or reconstruction of such property.

In the event that insurance proceeds are insufficient to pay all the costs of repairing and/or rebuilding in accordance

Exhibit "A"

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with the standards set forth above, the Board of Directors shall levy a special assessment against all Lots upon which the damaged Dwelling Units are situated, in such proportion as the Board of Directors deem fair and equitable in light of the damage sustained by each Dwelling Unit, to make up any deficiency, or, against all Lots, equally, to make up the deficiency in the event of damage to the Common Area.

In the event that such insurance proceeds exceed the cost of repair or reconstruction of a Dwelling Unit, such excess shall be disbursed to the beneficial owners, remittance to Owners and their mortgagees being payable jointly to them, in such proportions as the Board of Directors deem fair and equitable in light of the damage sustained by the Dwelling Unit.

Notwithstanding anything to the contrary stated herein, no Owner, or any party, shall have priority over any rights of an Institutional Mortgagee to a Lot, in the case of a distribution to such Lot Owner of insurance proceeds for losses of Common Area property, or in the event of a distribution of condemnation awards incident to a taking of Common Area property.

C. Miscellaneous Insurance. Each Owner shall be responsible for purchasing, at his own expense, liability insurance to cover accidents occurring on the property to which he has fee simple title, and for purchasing insurance upon his property not expressly covered herein.

Fidelity bonds, in an amount deemed appropriate by the Board of Directors shall be obtained for each person handling funds for the Association.

ARTICLE VIII

General Provisions

A. Duration. The easements, conditions, restrictions, reservations, limitations and covenants contained in this Declaration shall run with and bind the land described in Exhibit A and shall inure to the benefit of the Developer, the Association, the Owners, Mortgagees and their respective legal representatives, heirs, successors and assigns for an original term expiring on September 30, 2050. After that date, this Declaration shall be automatically renewed and extended for successive periods of ten (10) years each, unless at least one (1) year prior to the termination of the original term or any such ten (10) year extension thereof there is recorded amongst the Public Records of Palm Beach County, Florida, an instrument (the "Termination Instrument") signed by at least three-quarters (3/4) of all Owners and all of the Institutional Mortgagees holding mortgages encumbering Lots (on the basis

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

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of one vote for each mortgage) agreeing to terminate this Declaration, in which event, this Declaration shall be terminated upon the expiration of the original term or the ten (10) year extension thereof during which the Termination Instrument is recorded.

The provisions of Article VIII A cannot be amended without consent of all the Dwelling Unit Owners and all Institutional Mortgagees.

B. Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person or entity who appears as an Owner on the records of the Association at the time of such mailing. Except where provision is made for certified mail, a copy of the notice shall also be sent to the Property Owners Association in like manner.

C. Enforcement. Enforcement of the provisions of the Project Documents shall be by a proceeding at law or in equity against any person or persons violating or attempting to violate any such provision, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants. Failure to enforce any provision herein contained shall in no event be deemed a waiver by any party of the right to do so thereafter. Enforcement may be pursued by the Developer for so long as it owns a lot in the Project or by the Association or by any group of twenty-five or more Owners and should the party seeking enforcement be the prevailing party, then the judgment shall provide for the payment of interest, fees and costs and described in Article VI G.

D. Waiver. No waiver of a breach of any of the covenants, conditions, restrictions, and agreements herein contained shall be construed to be a waiver of any other breach of the same, or other covenants, conditions, restrictions, and agreements; nor shall failure to enforce any one of such restrictions, either by forfeiture or otherwise, be construed as a waiver of any other restriction or condition.

E. Severability. Invalidation of any provision of this instrument by judgment or court order shall in no way affect the other provisions, which shall remain in full force and effect.

F. Rules and Regulations. Rules and Regulations may be approved and enforced by the Association provided they do not conflict with the provisions herein.

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6. Effective Date. This Declaration shall become effective upon its recordation in the Public Records of Palm Beach County, Florida.

H. Amendments. An Amendment (or amendments) to this Declaration may be proposed by the Association Board acting upon a vote of the majority of the Directors, or by a majority of the Members of the Association, whether meeting as Members or by instrument in writing signed by them. The proposed amendment(s) shall be transmitted to the President, or other officer in his absence, who shall thereupon call a Special Meeting of the Members of the Property Owners Association for a date not sooner than ten (10) days nor later than sixty (60) days from his receipt of the proposed amendment. The Secretary shall give each Member written notice of the Special Meeting, stating the date, time and place thereof, and enclosing a copy of the proposed amendment(s). The notice shall be mailed not less than three (3) nor more than thirty (30) days before the date set for the Special Meeting. If mailed, the notice shall be deemed to have been properly given when deposited in the United States mail addressed to the Member at his post office address as it appears on the records of the Association, with postage thereon prepaid.

Any Member may give a signed waiver of notice to be filed in the records of the Association, which shall be valid whether delivered before or after the holding of the meeting. Subject to the provisions of Article IV G, the proposed amendment(s) must be approved by an affirmative vote of not less than three-quarters (3/4) of all Members in order for it to become effective. Each Lot shall be entitled to one vote by its Owner and in addition, the Developer shall have a number of votes equal to the number of Lots permitted on the Plat which the Developer still owns.

After approval, the amendment(s) shall be transcribed and certified by the President and Secretary as having been duly adopted, and the original or an executed copy of such certified amendment(s) shall be recorded in the Public Records of Palm Beach County, Florida, within ten (10) days from the date on which they became effective. The amendment(s) shall specifically refer to the recording data identifying this Declaration. Thereafter, a copy of the amendment(s) in the form in which they were placed of record by the Officers shall be delivered or sent by regular mail to all of the Members of the Association but delivery of a copy thereof shall not be a condition precedent to the effectiveness of such amendment(s). At any meeting held to consider such amendment(s), the written vote or votes of any Member of the Association shall be recognized if the Member is not in attendance at the meeting provided that the Member is represented thereat by proxy, and further provided such written vote or votes are delivered to

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the Secretary at or prior to such meeting. However, no amendment shall reduce the maintenance provisions of this instrument below that required by governmental ordinance or regulation.

The Developer may unilaterally amend this Declaration at any time for the purpose of adding or removing lands pursuant to Article II, or for any other purpose provided that no substantial right of any Owner is thereby impaired.

As long as the Developer holds title to any Dwelling Unit, neither this Declaration nor any of the Project Documents shall be amended unless the Developer shall consent in writing to the amendment, which consent may be withheld by the Developer for any reason.

Any amendment to this Declaration which would affect the lien, security or value of security of any Institutional Mortgage, or the salability of a first mortgage on the secondary market, shall require the joinder and consent of the institutional Mortgagee.

IN WITNESS WHEREOF, the Developer and the Property Owner's Association have caused this instrument to be executed in their names and by their Officers as of the day and year first above written.

VIEW LINE, INC.

By: Pasquale DeVivo (SEAL)
Its President

SHAKERWOOD ASSOCIATION, INC.

By: Pasquale DeVivo (SEAL)
Its President

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 20th day of November, 1979, by PASQUALE DeVIVO, as President of VIEW LINE, INC., a Florida corporation, on behalf of the

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corporation.

John C Schneider

Notary Public, State and
County aforesaid

My commission expires: 3/19/82

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me
this 20th day of November, 1979, by PASQUALE DeVIVO, as President
of SHAKERWOOD Association, INC., a Florida corporation not for
profit, on behalf of the corporation.

John C Schneider

Notary Public, State and
County aforesaid

My commission expires: 3/19/82

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF THE PALM
BEACHES and PALM BEACH MANAGEMENT CORP. join in the execution
of this Declaration for the sole purpose of subordinating their
respective interests in the property to the terms of this
Declaration.

FIRST FEDERAL SAVINGS AND LOAN
ASSOCIATION OF THE PALM BEACHES

By: John Kanella (SEAL)
Its 1st Vice President

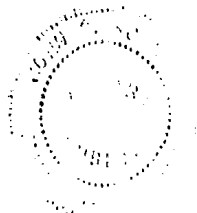
PALM BEACH MANAGEMENT CORP.

By: _____ (SEAL)
Its President

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STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me
this 29th day of November, 1979, by ROBERT S. KAIRALLA,
as SR. VICE president of FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION
OF THE PALM BEACHES, a corporation existing under the laws of
the United States of America, on behalf of the corporation.



John Schneider
Notary Public, State and
County aforesaid

My commission expires: 2/1/82

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me
this 29th day of November, 1979, by PAUL MOSKOWITZ, as President
of PALM BEACH MANAGEMENT CORP., a Florida corporation, on behalf
of the corporation.



Paul Moskowitz
Notary Public, State and
County aforesaid

My commission expires: 5/11/80

B3185 P0713

EXHIBIT A

A parcel of land situate in Palm Beach County, Florida described as Plat No. 3 of The French Quarter of Wellington P.O.D. according to the Map or Plat thereof as recorded in Plat Book 37, Page 127 and 128 of the Public Records of Palm Beach County, Florida.

B 3185 P0714

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of

SHAKERWOOD ASSOCIATION, INC.

filed on 20th day of November, A.D., 1979

The Charter Number for this corporation is 749868

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
21st day of November, 1979

Secretary of State

B3135 P0715

This instrument prepared by:
John C. Schneider, Esquire
Wood, Cobb, Murphy & Craig
590 Comeau Building
West Palm Beach, Florida 33402

ARTICLES OF INCORPORATION

OF

SHAKERWOOD ASSOCIATION, INC.
(a corporation not for profit)

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

ARTICLE 1

Name

The name of this corporation shall be SHAKERWOOD ASSOCIATION, INC.

ARTICLE 11

Definitions

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

(A) "Declaration" shall mean and refer to the Declaration of Easements, Covenants and Restrictions for Shakerwood at Wellington, as it may be amended from time to time.

(B) "Developer" shall mean and refer to View Line, Inc., its successors and assigns.

(C) "Shakerwood" or "Project" shall mean and refer to the real property described in Exhibit A of the Declaration, together with any additions or less any removals, made pursuant to the Declaration.

(D) "Project Documents" shall mean and refer to the Declaration, the Plat of the Project, the Articles of Incorporation, the By-Laws, the Rules and Regulations of the Property Owners Association and all of the instruments and documents referred to therein.

Exhibit "A"

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(E) "Plat" shall mean and refer to the Plat No. 3 of The French Quarter of Wellington P.U.D. ("Shakerwood" herein), as recorded in Official Record Book 37, Page 125 of the Public Records of Palm Beach County, Florida, which consists of twenty-three Blocks of land and the Common Area. Exhibit A contains a legal description for the real property shown on the Plat.

(F) "Common Area" shall mean and refer to all the real property in Shakerwood, less the real property within the twenty-three Blocks. The Common Area has been conveyed or committed by the Developer to the Association for the exclusive or non-exclusive use of all of the Owners.

(G) "Block" shall mean and refer to the twenty-three parcels of land as represented on the Plat and numbered 28 through 50, inclusive. Each Block is subdivided into four Lots and it is intended that four attached Dwelling Units will be built upon each Block of land.

(H) "Lot" shall mean and refer to the four parcels of land, which are represented on the Plat in groups of four Lots within each of the twenty-three Blocks. The Lots are numbered 1, 2, 3 and 4 within each Block. A Lot shall also include any improvements thereon.

(I) "Dwelling Unit" shall mean and refer to an attached single family residence built, or to be built, on a Lot. There shall be no more than one Dwelling Unit built on any Lot in the Project.

(J) "Party Wall" shall mean and refer to a vertical wall common to adjoining Dwelling Units and centered on the boundary line between the Lots on which those adjoining Dwelling Units are constructed and existing; provided, however, that the existence of any encroachment shall not preclude a wall, meeting the above definition, from being a Party Wall.

(K) "Common Structural Elements" shall mean and refer to the following portions of Dwelling Units: the flooring, party walls and roofing.

(L) "Owner" shall mean and refer to the record fee simple title holder, whether one or more persons or entities, of a Lot.

(M) "Property Owners Association" or "Association" shall mean and refer to SHAKERWOOD ASSOCIATION, INC., a Florida corporation not for profit, which is the Property Owner's Association for the real property described in Exhibit A.

Exhibit "A"

B3135 70717

(H) "Association Board" shall mean and refer to the Board of Directors of the Property Owners Association.

(O) "Institutional Mortgagee" shall mean and refer to any lending institution having a first mortgage lien upon a lot, including any of the following institutions: an insurance company or subsidiary thereof, a Federal or State Savings and Loan Association, a Federal or State Building and Loan Association, an agency of the United States Government, and a bank or real estate investment trust or mortgage banking company authorized to do business in the State of Florida.

ARTICLE III

Purposes

The general nature, objects and purposes of this corporation are:

(A) To perform the duties and obligations and exercise the powers and privileges assigned to it by the Declaration, which document is to be recorded by the Developer in the Public Records of Palm Beach County, Florida.

(B) To promote the health, safety and social welfare of the Lot Owners of property described in Exhibit A attached hereto.

(C) To hold title to the Common Area upon conveyance by the Developer.

(D) To maintain and/or repair landscaping in the general and/or Common Area, parks, sidewalks and/or access paths, streets, and other Common Area, structures, and other improvements in the Project for which the obligation to maintain and repair has been delegated and accepted.

(E) To control, subject to the provisions of the Declaration, the specifications, architecture, design, appearance, elevation and location of (and landscaping around) all buildings of any type, including walls, fences, swimming pools, antennae, sewers, drains, disposal systems, or other structures constructed, placed or permitted to remain in the Project as well as the alteration, improvement, addition or change thereto.

(F) To insure compliance with the Plat of the Project, the Declaration and the ordinances of Palm Beach County, Florida, applicable thereto.

Exhibit "A"

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(G) To provide, purchase, acquire, replace, improve, maintain and/or repair such buildings, structures, landscaping, paving and equipment, both real and personal, related to the health, safety, and social welfare of the Members of the Association, as the Board of Directors in its discretion determines necessary, appropriate, and/or convenient.

(H) To operate without profit for the sole and exclusive benefit of its Members.

(I) To administer and manage portions of the Project in accordance with the provisions of the Declaration and the Project Documents, and to enforce the provisions of such documents.

ARTICLE IV

General Powers

The general powers that the Property Owners Association shall have are as follows:

(A) To accept and hold funds and title to the Common Area solely and exclusively for the benefit of the Members for purposes set forth in these Articles of Incorporation.

(B) To promulgate and enforce rules, regulations, by-laws, covenants, restrictions and agreements to effectuate the purposes for which the Association is organized and in particular to enforce the provisions of the Project Documents.

(C) To delegate power or powers where such is deemed in the interest of the Association.

(D) To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of, real or personal property; to enter into, make, perform or carry out contracts of every kind with any person, firm, corporation or association; to do any and all acts necessary or expedient for carrying on any and all of the activities and pursuing any and all of the objects and purposes set forth in these Articles of Incorporation and not forbidden by the laws of the State of Florida.

(E) To contract for or coordinate private security, fire protection, insurance and other services but not to accept responsibility for the effectiveness of such private security, fire protection and other services.

33185 P0719

(F) To make and collect assessments to be levied against the Lots and their Owners to defray expenses, costs of effectuating the objects and purposes of the Association and losses of the properties owned by it, to create reasonable reserves for such expenditures, and to authorize its Board of Directors to enter into agreements with associations or other property owners' groups for the collection of such assessments.

(G) To charge recipients for services rendered by the Association and the user for use of Association property where such is deemed appropriate by the Board of Directors.

(H) To pay taxes and other charges, if any, on or against property owned or accepted by the Property Owners Association.

(I) To borrow money and, from time to time, to make, accept, endorse, execute and issue debentures, promissory notes or other obligations of the Association for monies borrowed or in payment for property acquired or for any of the other purposes of the Association and to secure the payment of such obligation by mortgage, pledge, or other instrument of trust, or by lien upon, assignment of or agreement in regard to all or any part of the property rights or privileges of the Association wherever situated.

(J) To transfer to a separate entity, or entities, such of its duties, powers and obligations as may be necessary or desirable.

(K) To enforce, by legal means, any and all covenants, regulations, restrictions, agreements, assessments, liens and laws applicable to the Project.

(L) In general, to have all powers conferred upon a corporation by the laws of the State of Florida, except as prohibited herein.

ARTICLE V

Members

(A) The Members shall consist of the Owners of Lots in the Project, who shall be Members of the Property Owners Association. Membership in this Association shall be appurtenant to, and may not be separated from, ownership of a Lot in the Project. There shall be two classes of Members, as follows:

(i) Class A Members. Class A Members shall be the Owners of Lots in the Project. They shall automatically become Class A Members upon receiving a deed to a Lot in the

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Project, but not before.

(2) Class B Member. The Class B Member shall be the Developer, or its designee, successor or assignee. It shall cease being a Class B Member upon its conveyance of its last Lot (with a Dwelling Unit constructed thereon) in the Project to a third party. However, the Class B Member may terminate its Membership in the Association at any time by notifying the Secretary in writing. The notice of termination shall state the date of termination which shall then automatically occur unless previously revoked by the Class B Member.

(B) The Project consists of the tract of land described in Exhibit A annexed to this instrument. The Class B Member reserves the right to add property thereto or remove property therefrom at its sole discretion, and to subject such additional property to the Project Documents.

ARTICLE VI

Voting and Assessments

(A) Subject to the restrictions and limitations hereinafter set forth, each Class A Member shall have one vote for each Lot which it owns. The vote of the Owners of a Lot owned by more than one natural person or by a corporation or other legal entity shall be cast by the person named in a certificate signed by all of the Owners of the Lot, or, if appropriate, by the executive officers, partners or principals of the legal entity, and filed with the Secretary of the Association. The certificate shall be valid until changed or revoked by subsequent certificate; if the certificate is not filed with the Secretary of the Association, the vote of the Owners of that Lot will not be considered.

(B) Class A Members who are Owners of Lots shall be entitled to individual notice of all meetings of Members and shall represent themselves in person or by proxy.

(C) The Property Owners Association will obtain funds with which to operate by assessment of its Members in accord with provisions of the Project Documents.

(D) There shall be no cumulative voting on any vote by the Association Members.

Exhibit "A"

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ARTICLE VII

Board of Directors

(A) The affairs of the Association shall be governed by a Board of Directors consisting of not less than three (3) and not more than nine (9) Directors. The Directors may, but need not, be Lot Owners and need not be residents of the State of Florida.

(B) The names and addresses of the first Board of Directors who shall hold office until the annual meeting of the Members to be held in the year 1981 and until their successors are elected or appointed and have qualified, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Pasquale DeVivo	12162 Regal Court W. Palm Beach, FL., 33411
Milba J. Cummings	12162 Regal Court W. Palm Beach, FL., 33411
Riziero DeVivo	12162 Regal Court W. Palm Beach, FL., 33411

(C) The Class B Member shall have the right to appoint a majority of the Board of Directors until such time as the last Lot (with a Dwelling Unit constructed thereon) in the Project has been conveyed to a third party.

(D) At the first annual election to the Board of Directors, one-half of the Directors elected by the Class A Members shall serve for a term of two years and the term of office of the other elected Director(s) shall be established for a term of one year. The Class B Member shall appoint up to five Directors, a majority of whom shall serve for a term of two years and the remaining Directors shall serve for a term of one year. Thereafter, as many Directors shall be elected and appointed, as the case may be, as there are regular terms of office of Directors expiring at such annual election. The term of the Directors so elected or appointed at each annual election shall be for two years expiring at the second annual election following their election and until their successors are duly elected and qualified, or until removed from office with or without cause by the affirmative vote of a majority of the Members which elected or appointed them, and subject to the further provisions herein and the Bylaws.

Exhibit "A"

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(E) In no event can a Board member appointed by the Class B Member be removed except by action of the Class B Member; nor can a Board member elected by the Class A Members be removed except by action of the Class A Members, acting as a class while the Class B Member still has a right to appoint a majority of the Board, and acting separately thereafter. Any Director appointed by the Class B Member shall serve at the Class B Member's pleasure and may be removed at any time by the Class B Member giving written notice of such removal to the Secretary of the Association.

ARTICLE VIII

Officers

(A) The affairs of the Association shall be administered by its Officers who shall be a President, a Vice President, a Secretary and a Treasurer, and such other Officers as the Board may from time to time by resolution create. Any two or more Officers may be held by the same person except the Offices of President and Secretary. Officers shall be elected for one year terms in accordance with the procedure set forth in the By-Laws and no Officer need be a Lot Owner or a resident of the State of Florida.

(B) The names of the Officers who are to manage the affairs of the Association until the annual meeting of the Board of Directors to be held in the year 1981 and until their successors are duly elected and qualified are:

President	Pasquale DeVivo
Vice President	Riziero DeVivo
Secretary	Milba J. Cummings
Treasurer	Riziero DeVivo

ARTICLE IX

Corporate Existence

The Property Owners Association shall have perpetual existence.

ARTICLE X

By-Laws

The Board of Directors shall adopt By-Laws consistent with these Articles of Incorporation.

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ARTICLE XI

Amendment

An amendment (or amendments) to these Articles of Incorporation may be proposed by the Association Board acting upon a vote of the majority of the Directors, or by a majority of the Members of the Association, whether meeting as Members or by instrument in writing signed by them. The proposed amendment(s) shall be transmitted to the President, or other Officer in his absence, who shall thereupon call a Special Meeting of the Members of the Property Owners Association for a date not sooner than ten (10) days nor later than sixty (60) days from his receipt of the proposed amendment(s). The Secretary shall give each Member written notice of the Special Meeting, stating the date, time and place thereof, and enclosing a copy of the proposed amendment(s). The notice shall be mailed not less than three (3) nor more than thirty (30) days before the date set for the Special Meeting. If mailed, the notice shall be deemed to have been properly given when deposited in the United States mail addressed to the Member at his post office address as it appears on the records of the Association, with postage thereon prepaid.

Any Member may give a signed waiver of notice to be filed in the records of the Association, which shall be valid whether delivered before or after the holding of the meeting. The proposed amendment(s) must be approved by an affirmative vote of not less than three-quarters (3/4) of the votes cast by the Members in order for it to become effective. Each Lot shall be entitled to one vote by its Owner and in addition, the Developer shall have a number of votes equal to the number of Lots permitted on the Plat which the Developer still owns.

No amendment affecting the Class B Member, its designee, successor or assignee shall be effective without the prior written consent of such Member or its successors or assigns, as long as it is the Owner of a Lot.

ARTICLE XII

Subscribers

The names and addresses of the Subscribers of these Articles of Incorporation are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Pasquale DeVivo	12162 Regal Court

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Milba J. Cummings

W. Palm Beach, Fl., 33411

12162 Regal Court
W. Palm Beach, Fl., 33411

Riziero DeVivo

12162 Regal Court
W. Palm Beach, Fl., 33411

ARTICLE XIII

Indemnification

(A) The Association hereby indemnifies any Director, Officer or member of any committee appointed by the Board of Directors or President made a party or threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding:

(1) Whether civil, criminal, administrative, or investigative, other than one by or in the right of the Association to procure a judgment in its favor, brought to impose a liability or penalty on such person for an act alleged to have been committed by such person in his capacity as Director or Officer of the Association, or in his capacity as Director, Officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association, and in criminal actions or proceedings, without reasonable ground for belief that such action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such Director or Officer did not act in good faith in the reasonable belief that such action was in the best interests of the Association or that he had reasonable grounds for belief that such action was unlawful.

(2) By or in the right of the Association to procure a judgment in its favor by reason of his being or having been a Director or Officer thereof, or by reason of his being or having been a Director, Officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against the reasonable expenses, including attorney's fees, actually and necessarily incurred by him in connection with

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the defense or settlement of such action, or in connection with an appeal therein, if such action was in the best interests of the Association. Such person shall not be entitled to indemnification in relation to matters as to which such person has been adjudged to have been guilty of negligence or misconduct in the performance of his duty to the Association unless and only to the extent that the court, administrative agency, or investigative body before which such action, suit or proceeding is held shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

(B) The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law.

ARTICLE XIV

Transaction in which Directors or Officers are Interested

(A) No contract or transaction between the Association and one or more of its Directors or Officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its Directors or Officers are Directors or Officers, or have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the Director or Officer is present at or participates in the meeting of the Board or committee thereof which authorized the contract or transaction, or solely because his or their votes are counted for such purpose. No Director or Officer shall incur liability by reason of the fact he is or may be interested in any such contract or transaction.

(B) Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized a contract or transaction.

ARTICLE XV

Dissolution

Upon dissolution of the Association, all of its assets remaining after provision for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner:

B3165 P0726

(a) Real property contributed to the Association without the receipt of other than nominal consideration by the Class B Member shall be distributed to the Class B Member (whether or not a Class B Member at the time of such dissolution), unless it refuses to accept the conveyance (in whole or in part).

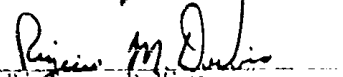
(b) Dedication to any applicable municipal or other governmental authority of any property determined by the Board of Directors to be appropriate for such dedication and which the authority is willing to accept.

(c) The remaining assets shall be distributed to the Property Owners Association, subject to the limitation set forth below, each Member's share of the assets to be determined by multiplying such remaining assets by a fraction, the numerator of which is all amounts assessed by the Association since its organization against the property which is owned by the member at the time, and the denominator of which is the total amount (excluding penalties and interest) assessed by the Association against all properties which at the time of dissolution are part of the Project. The year of dissolution shall count as a whole year for purposes of the preceding fractions.

IN WITNESS WHEREOF, the Subscribers have hereunto set their hands and seals this 18th day of November, 1977.


Pasquale DeVivo


Milba J. Cummings


Righiero DeVivo

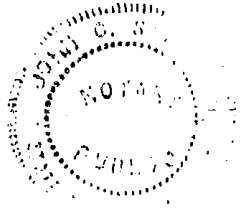
STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on the 18th day of November, 1977, before me, the undersigned authority, personally appeared PASQUALE DeVIVO, MILBA J. CUMMINGS, and RIGHIERO DeVIVO, to me known to be the persons who executed the foregoing Articles of Incorporation, and they severally acknowledged the execution of such instrument for the uses and purposes therein expressed.

WITNESS my hand and official seal at the County and

03185 20727

State on the date aforesaid.



John Schneider
Notary Public, State and
County aforesaid

My commission expires
March 19, 1982

B3125 P0728

FILED
MAR 20 4 13 PM '78
CLERK OF DISTRICT COURT
STATE OF FLORIDA

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

Pursuant to Chapter 48.091, Florida Statutes, the
following is submitted:

That SHAKERWOOD Association, INC. (a corporation not-
for-profit) desiring to organize under the laws of the State
of Florida, has named JOHN C. SCHNEIDER, located at 5th Floor
Coneau Building, 319 Clematis Street, West Palm Beach, Florida,
33401, as its agent to accept service of process within this
State.

ACKNOWLEDGMENT:

Having been named to accept service of process for the
above-stated corporation, at the place designated in this
Certificate, I hereby agree to act in this capacity and to comply
with the provisions of Chapter 48.091, Florida Statutes.


John C. Schneider
(Resident Agent)

03135 10.70

EXHIBIT A

A parcel of land situate in Palm Beach County, Florida described as Plat No. 3 of The French Quarter of Wellington P.O.D. according to the Map or Plat thereof as recorded in Plat Book 37, Page 127 and 128 of the Public Records of Palm Beach County, Florida.

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BY-LAWS
OF
SHAKERWOOD ASSOCIATION, INC.
(a corporation not for profit)

ARTICLE I

Definitions

A. The terms used in these By-Laws shall have the same meanings ascribed to them in Article I of this corporation's Articles of Incorporation.

B. These By-Laws shall be subject to the provisions of this corporation's Articles of Incorporation, and in the event of a conflict, the Articles of Incorporation shall govern.

ARTICLE II

Location of Principal Office

The principal office of the Property Owners Association shall be located in Palm Beach County or at such other place as may be established by resolution of the Board of Directors.

ARTICLE III

Members

A. The annual meeting of the Members shall be held on the fourth Thursday of April each year at the principal office of the Association, or at such time or at such other place in Palm Beach County, Florida, as may be established by the Board of Directors. A written notice of the place, day and hour of each meeting shall be served by the Secretary on each Member personally, or sent by mail addressed to each Member at his address as it appears on the Association's records.

B. Special meetings of the Members may be called at any time by the President or a majority of the Directors. A written notice of the place, day and hour of each meeting stating the purposes for which it is called shall be served by the Secretary on each Member personally, or sent by mail addressed to each Member at his address as it appears on the Association's records. The Board of Directors shall also, in like manner, call a special meeting of the Members whenever so requested in writing by the Class B Member or twenty-five percent (25%) of the Class A Members.

C. Any Member may, in writing, waive notice of any meeting either before, during or after the meeting.

D. The presence of the Class B Member, or a person holding its proxy, shall constitute a quorum. In the event

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the Class B Member is no longer in control of this Association, one-third of the Members present in person or by proxy shall constitute a quorum.

H. Subject to the restrictions and limitations hereinafter set forth, each Class A Member shall have one vote for each Lot which it owns. The vote of the Owners of a Lot owned by more than one natural person or by a corporation or other legal entity shall be cast by the person named in a certificate signed by all of the Owners of the Lot, or, if appropriate, by the executive officers, partners or principals of the legal entity, and filed with the Secretary of the Association. The certificate shall be valid until changed or revoked by subsequent certificate; if the certificate is not filed with the Secretary of the Association, the vote of the Owners of that Lot will not be considered.

I. There shall be no cumulative voting on any vote by the Association Members.

J. Votes may be cast in person or by written authorized proxy, executed by the Member or his duly authorized attorney. No proxy shall be valid after the expiration of eleven (11) months from the date of its execution unless the proxy shall have specified its duration. A proxy, to be valid, must be filed with the Secretary of the Association before the appointed time of the meeting or any adjournment of the meeting.

K. The voting privileges of a Member shall be suspended if he is delinquent on an assessment or any installment.

L. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Members, except when approval by a greater number of Members is required by the Articles of Incorporation, these By-Laws of the Declaration.

M. The Board of Directors may fix a time in the future for determining which Members are entitled to notice of, and to vote at, any meeting of the Members. Such record date shall not be more than forty days prior to the date set for a meeting of the Members. If a record date is not so fixed, only persons who are Members on this corporation's records as of three days prior to the meeting shall be entitled to vote at the meeting.

N. If any meeting of the Members cannot be organized because a quorum has not attended, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

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ARTICLE IV

Directors

A. The affairs and business of this corporation shall be managed, and its corporate powers exercised, by a Board of Directors as outlined in the Articles of Incorporation.

B. A regular meeting of the Board of Directors shall be held immediately following the Members' annual meeting, and at such other times as the Board of Directors may determine. Special meetings of the Board of Directors may be called by the President at any time, and shall be called by the President or the Secretary upon the written request of a majority of the Directors. Directors' meetings may be held within or without the State of Florida.

C. Notice of meetings, other than the regular annual meeting, shall be given by service upon each Director in person, by telegraph, or by mail addressed to each Director at his last known post office address, at least three days (including the day of mailing) prior to the date therein designated for such meeting. The notice shall specify the place, date and hour of such meeting, and the business to be brought before the meeting. At any meeting at which every member of the Board of Directors shall be present, or if the absent Directors consent in writing, any business may be transacted even if the notice requirements were not met.

D. The presence of the Class B Member, or a person holding its proxy, shall constitute a quorum. In the event the Class B Member is no longer in control of this Association, a majority of the Board shall constitute a quorum for the transaction of business. In the event of a quorum not being present, those Directors in attendance may adjourn the meeting for not more than fifteen days.

E. Each director shall have one vote and the act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

F. A Class A Member vacancy on the Board of Directors which occurs between annual meetings shall be filled for the unexpired portion of the term by a majority vote of the remaining Directors.

G. Whenever by statute, the provisions of the Articles of Incorporation or these By-Laws, the Members of the Board of Directors are authorized to take any action after notice, such notice may be waived, in writing, before or after the holding of the meeting by the person or persons entitled to such notice.

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H. The Board of Directors may, by resolution, designate two or more of their number to constitute an Executive Committee, who, to the extent provided in such resolution, shall have and may exercise the powers of the Board of Directors.

ARTICLE V

Officers

A. This Association shall have a President, a Vice-President, a Secretary, a Treasurer and such other Officers as shall be elected from time to time by the Board. Any person may hold two or more offices except the offices of President and Secretary.

B. All Officers of this Association shall be elected annually by the Board of Directors at its meeting held immediately after the annual meeting of the Members or as soon thereafter as is convenient. They shall hold office at the pleasure of the Board of Directors. Officers need not be Members of the Board. The Board may appoint such other Officers, agents and employees as it shall deem necessary who shall have such authority and shall perform such duties as the Board shall prescribe from time to time.

C. The duties and powers of the Officers of this Association shall be as follows:

1. The President shall: be the chief executive officer of this Association; have general and active management of the business and affairs of this Association subject to the directions of the Board of Directors; and preside at all meetings of the Members and Board of Directors unless a Chairman is elected as one of the Officers, in which case the Chairman of the Board shall preside.

2. The Vice-President shall: perform all of the duties of the President in his absence and such other duties as may be assigned by the Board of Directors or the President.

3. The Secretary shall: have custody of, and maintain, all of this corporation's records except the financial records; record in a book the names and addresses of all Members; record the minutes of all meetings of the Members and Board of Directors; send out all notices of meetings; and perform such other duties as may be assigned by the Board of Directors or the President.

4. The Treasurer shall: have custody of all of this

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corporation's funds and financial records; keep full and accurate accounts of receipts and disbursements and render an account thereof at the annual meetings of Members and whenever else required by the Board of Directors or the President; send notice of, and collect, the assessments and shall report the status of collections and all delinquencies to the Board of Directors; cause an annual audit of this corporation's books at the completion of each fiscal year by the corporation's accountant; and perform such other duties as may be assigned by the Board of Directors or the President.

D. The Treasurer shall, if required by the Board of Directors, give to this corporation such security for the faithful discharge of his duties as the Board may direct.

E. All vacancies in any office shall be filled by the Board of Directors without undue delay at its regular meeting or at a meeting specially called for that purpose. In the case of the absence of any Officer of the corporation or for any reason that the Board of Directors may deem sufficient, the Board may delegate the powers or duties of such Officers to any other Officer or Director for an interim period.

ARTICLE VI

Committees

A. The standing committees of this corporation shall be:

The Maintenance Committee
The Architectural Control Committee

B. The Maintenance Committee shall consist of a Chairman and two or more members, including at least one Member of the Board of Directors. It shall be appointed by the Board within thirty days after its annual meeting, to serve until the succeeding committee members have been appointed. This committee will advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of properties within its jurisdiction as described in the Declaration and/or the Project's Documents, and will perform such other duties as may be assigned by the Board of Directors or the President.

C. The Architectural Control Committee shall consist of a Chairman and two or more members, including at least one Member of the Board of Directors. It shall be appointed by the Class B Member until that Member no longer owns any Lots in the Project. Thereafter, it shall be appointed by the Board within thirty days after its annual meeting, to serve until the succeeding committee members have been appointed. This committee will have the architectural control and functions

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described in the Articles of Incorporation and will perform such other duties as may be assigned by the Board of Directors or the President. A party aggrieved by a decision of the Architectural Control Committee shall have the right to make a written request to the Board of Directors, within thirty days of the decision, that it be reviewed by the Board. The determination of the Board, upon reviewing the Committee's decision, shall in all events be final.

D. The Board of Directors may, from time to time, appoint such other committees as it desires. It shall be the duty of each committee to receive complaints from Members on any matter involving this corporation's functions, duties and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, Director or Officer of this corporation which is further concerned with the matter presented.

ARTICLE VII

Fiscal Year

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

ARTICLE VIII

Books and Papers

The books, records and papers of this corporation shall at all times, during reasonable business hours, be subject to inspection by any Member.

ARTICLE IX

Seal

This corporation's seal shall be in circular form and have the name of the corporation inscribed thereon, and may be a facsimile, engraved, printed or an impression seal.

ARTICLE X

Amendments

These By-Laws may be altered, amended, repealed or added to by a majority vote of the Board of Directors at any of its regular meetings or at a special meeting of the Directors called for that purpose, provided that a quorum of the Directors is present. These By-Laws, any amendments thereto, or new By-Laws added by the Directors may be amended, altered or replaced by the Members at any annual or special meeting.

B3185 P0736

ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
SHAKERWOOD ASSOCIATION, INC.
(a corporation not for profit)


1. ARTICLE II (B) of the Articles of Incorporation of SHAKERWOOD ASSOCIATION, INC. is amended to read as follows:

(B) "Developer" shall mean and refer to View Line, Inc., its successors (including a party who obtains title through foreclosure of a mortgage on any Exhibit A land then owned by View Line, Inc.) and assigns.

2. The foregoing amendment was approved by the affirmative vote of the sole Member of this corporation at a Special Meeting held on November 28, 1979, pursuant to the provisions of the Articles of Incorporation.

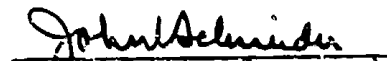
IN WITNESS WHEREOF, the undersigned President and Secretary of this corporation have executed these Articles of Amendment on November 28, 1979.


Melba J. Cummings


Pasquale De Vivo

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 28th day of November 1979, by PASQUALE DE VIVO and MELBA J. CUMMINGS, The President and Secretary respectively of SHAKERWOOD ASSOCIATION, INC.


Notary Public, State and
County aforesaid

My commission expires
March 19, 1982

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

Exhibit "A"



**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR
SHAKERWOOD ASSOCIATION, INC.**

This CERTIFICATE OF AMENDMENT TO THE DECLARATION OF EASEMENTS,
COVENANTS AND RESTRICTIONS FOR SHAKERWOOD ASSOCIATION, INC is made this
17th day of JUNE, 2009 by THE SHAKERWOOD ASSOCIATION, INC ("Association")

W I T N E S S E T H :

WHEREAS, the Declaration of Easements, Covenants and Restrictions for SHAKERWOOD ASSOCIATION, INC, (hereinafter "Declaration") was recorded commencing at Official Records Book 3185, Page 0687 of the Public Records of Palm Beach County, Florida, and established covenants running with the land therein described

WHEREAS, Article XIV of the Declaration provides that the Declaration may be amended by approval of Owners holding not less than three-fourths (3/4) of the voting interests of the membership

NOW, THEREFORE, the President of the Association hereby certifies that

1 The Amendments to the Declaration, attached as "Exhibit A", have been properly and duly approved by Owners holding not less than three-fourths (3/4) of the voting interests of the membership. The written approvals of the Owners were cast at a duly called membership meeting and are on file with the permanent Corporate Records of the Association. Further, the Amendments to the Declaration attached hereto as Exhibit "A" have been properly and duly approved by a majority of the entire membership of the Board of Directors

2 The Association has properly approved and adopted the Amendments attached hereto as Exhibit "A". The approval and adoption of the Amendments attached hereto as Exhibit "A" appears in the minutes of the Association, and said approval and adoption is unrevoked

3 The Amendments attached hereto as Exhibit "A" shall run with the real property subject to the Declaration and shall be binding on all parties having any right, title or interest in the real property subject to the Declaration their heirs, successors and assigns, and shall inure to the benefit of each owner thereof

IN WITNESS WHEREOF, the undersigned have set their hand and seal this 17th day of

JUNE, 2009

Witnesses (as to both)

Ami Kirschenhofer
Signature

Ami Kirschenhofer
Print Name

[Signature]
Signature
CHUCK FORBES
Print Name

SHAKERWOOD ASSOCIATION, INC

By [Signature]
Signature of Association President

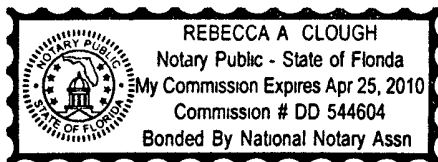
Sonia Scinski
Printed name of Association President

FILE NUM 20090203828 OF BOOK PAGE 23290/0006 DATE 06/17/2009 13:35 OF PGS 0006 - 13 (Bpgs)
Sharon P. Beck, Clerk & Controller

STATE OF FLORIDA _____)

COUNTY OF PALM BEACH _____)

The foregoing instrument was acknowledged before me this 17th day of JUNE, ~~2008~~ ²⁰⁰⁹, by SONIA SCINSKY as President of SHAKERWOOD ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the Corporation, who is personally known to me or produced _____ as identification



Rebecca A. Clough
NOTARY PUBLIC, State of FLORIDA

Exhibit "B"

EXHIBIT "A"

AMENDMENTS TO THE DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR SHAKERWOOD AT WELLINGTON

1. The first sentence of Article IV.A and the first paragraph of Article V of the Declaration shall be amended to read as follows:

"A Purchaser's Title and Property Rights Each purchaser of a Lot shall receive fee simple title It shall be the duty of the Owner to properly maintain the Dwelling Unit, including, without limitation, all windows, glass sliding doors, doors, paint and with respect to the roof, only that portion of the roof below the roof sheathing, including roof trusses "

Article V

Maintenance and Repair Obligations

In addition to its future responsibilities as owner of the Common Area, the Property Owners Association shall have the responsibility and obligation of maintaining, repairing and replacing (1) the Common Area real and personal property, (2) the exterior finish on the Dwelling Units, (3) the fences on the Lots, ~~and~~ (4) the landscaping of all Lots according to the Project's original landscaping plan, but excluding therefrom any landscaping not provided for in the Project's Master Landscape Plan , and (5) the roofs of the Dwelling Units from the roof sheathing outward "

2. The following shall be added to the end of Article IV.A of the Declaration and shall read as follows:

"Should any Owner fail to properly discharge his or her responsibility for the maintenance, repair and replacement, including casualty reconstruction and repair, as provided for in this Declaration, and in the judgment of the Board of Directors, same shall result in a condition of unsightliness or is unsafe or impairs the ability of the Association to maintain required insurance coverage and/or to discharge its maintenance, repair and replacement, including casualty reconstruction and repair obligations under this Declaration, the following shall apply The Board may (but shall not be required to) provide notice of such condition(s) to the Owner, 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(s) at the end of this period, then the Association shall be entitled to contract to have the necessary work performed (and entry into the Dwelling Unit), whereupon the cost of this work shall be an assessment against the individual Lot and its Owner Notwithstanding the thirty (30) day timeframe mentioned above, the timeframe may be shortened or eliminated if the Board determines that an emergency exists to effect correction "

3. The last paragraph of Article V of the Declaration shall be amended to read as follows:

"Notwithstanding the duty of the Association to maintain and repair portions of the Common Area and Dwelling Units, it shall not be liable to Dwelling Unit Owners for injury or damage, other than the cost of maintenance and repair for which the Association is obligated under this Declaration, caused by any latent condition of the property to be repaired and maintained by the Association or caused by the elements or other Dwelling Unit Owners or persons "

4. Article IV.C.7, Article IV.C.8, Article VII.A and Article VII.B of the Declaration shall be amended to read as follows:

[Article IV C]

"7 Replacement of Similar Structure In the event any Dwelling Unit is destroyed or removed by or for any cause, such unit shall be replaced with a Dwelling Unit of the same size and type, substantially in accord with the original plans and specifications of the Dwelling Unit being replaced, unless written authorization to the contrary has been obtained from the Board of Directors of the Association

8 Repair of Dwelling Units All repairs of a Dwelling Unit will be made substantially in accordance with the original plans and specifications of the Dwelling Unit, unless written authorization to the contrary has been obtained from the Board of Directors of the Association

[Article VII A and B]

ARTICLE VII

INSURANCE PROVISIONS

- A Insurance of Common Area The Association Board of Directors shall obtain public liability and fire and extended coverage insurance covering all insurable property owned by the Association insuring it and the Owners as its and their interests appear The amount of public liability insurance coverage shall be determined by the Association Board of Directors on an annual basis, but in no event shall the amount of coverage be less than \$1,000,000 Such insurance shall contain a "severability of interest" clause or endorsement which shall preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association, or other Owners Fire and extended coverage shall be for no less than 100% of the replacement value of insurable property owned by the Association, less any applicable deductible determine by the Board of Directors of the Association Premiums for the payment of such insurance shall be paid by the Board of Directors, the cost thereof being equally apportioned among and assessed against all Lots as part of the annual assessment or by way of a special assessment

- B Insurance of Lots and Dwelling Units

1 Purchase of Insurance The Association Board of Directors shall obtain fire and extended coverage and (excluding vandalism and malicious mischief insurance), covering only those portions of each Dwelling Unit and Lot referenced below and all property therein conveyed by the Developer at the time of its sale of a Lot, insuring each Owner and his/her mortgagee, as their interests may appear, in a good and responsible insurance company authorized to do business in the State of Florida in an amount equal to the then current maximum insurable replacement value, excluding foundation and excavation costs The Board shall be permitted to purchase the insurance policies with reasonable deductibles Premiums may be financed in such manner as the Board of Directors deems appropriate

The insuring responsibility of the Association shall be limited to the entirety of the Dwelling Unit except for the following exclusions Wall, floor and ceiling coverings, electrical fixtures, appliances, water heaters, water filters, the entirety of the air conditioning and heating system, windows, doors, including sliding glass doors, fencing, courtyard, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacement of the foregoing of like kind and quality and substantially in accordance with the original plans and specifications The foregoing portions of the Dwelling Units less these excluded Dwelling Unit components is hereinafter referred to as the "Insured Property"

In negotiating the terms of the master casualty insurance policy, the Board of Directors will endeavor to obtain deletions or substantial modification of "no other insurance", "prorata" or "contribution", and "control" clauses

The premiums for such coverage and other expenses in connection with such insurance shall be paid by the Association and shall be equally apportioned among and assessed against all Lots as part of the annual assessment or by way of a special assessment

2 Loss Payable Provisions and Use of Proceeds All casualty policies shall be for the benefit of the Association, all Owners and their mortgagees as their interests may appear The Association shall be the named insured and it shall not be necessary to name the Owners, however, a mortgagee endorsement shall be issued when applicable Such policies shall be held by the Association and will be available for inspection by Owners at reasonable times

Such policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to the Association The Association shall be the agent for each Owner for the purpose of compromising and settling claims arising under such policies and is authorized to execute and deliver releases upon payment of claims Proceeds received by the Association on account of claims will be held by it in the manner and for the purpose stated below for the benefit of the Association, the Owners and their respective mortgagees

In the event of damage or destruction by fire or other casualty excluding theft and vandalism to any property covered by such insurance Insured Property, the Board of Directors shall, upon receipt of the insurance proceeds, contract to build or repair such damaged or destroyed property substantially in accordance with the plans and specifications of the original property If any material changes are contemplated, the approval of any Institutional Mortgagee having a mortgage on the property shall first be required

All such insurance proceeds shall be deposited in a bank or other financial institution, the accounts of which are insured by a federal governmental agency, with the provision that such funds may be withdrawn only by signature of ~~at least 50% of the two (2) members of the Board of Directors, or by an agent duly authorized by the Board of Directors~~

The Board of Directors shall obtain competitive bids from at least two reputable contractors as and if required by the homeowners' association statute as amended from time to time, and then may ~~negotiate~~ enter into a contract with any such contractor, who may be required

to provide a full performance in payment bond for the repair or reconstruction of such property

In the event that insurance proceeds are insufficient or it is determined by the Board of Directors that proceeds will not be sufficient to pay all the costs of repair and/or rebuilding Insured Property in accordance with the standards set forth above, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the cost of reconstruction and repair by the Association are insufficient, the Board of Directors shall levy a special assessment or include same as part of the annual assessment against all Lots, equally upon which the damaged Dwelling Units are situation, in such proportion as the Board of Directors deem fair and equitable in light of the damage sustained by each Dwelling Unit, to make up any deficiency, or, against all Lots, equally, to make up the deficiency in the event of damage to the Common Area In addition to the foregoing, the Association may obtain financing to pay for such deficiency Such financing may be put into place even in advance of a casualty

In the event that such insurance proceeds exceed the cost of repair or reconstruction of the Insured Property for a Dwelling Unit, such excess shall be disbursed to the beneficial owners, remittance to Owners and their mortgagees being payable jointly to them, in such proportions as the Board of Directors deem fair and equitable in light of the damage sustained by the Dwelling Unit

Notwithstanding anything to the contrary stated herein, no Owner, or any party, shall have priority over any rights of an Institutional Mortgagee to a lot, in the case of a distribution to such Lot Owner of insurance proceeds for losses of Common Area property, or in the event of a distribution of condemnation awards incident to taking of Common Area property ”

5. Article VII.C of the Declaration shall be amended to read as follows:

“C Miscellaneous Insurance Each Owner shall be responsible for purchasing, and shall purchase at his or her own expense, liability insurance to cover accidents occurring on the property to which he has fee simple title, and for purchasing insurance upon those portions of his or her property not expressly covered herein Lot and Dwelling Unit which the Association does not insure or is excluded from the Association’s insuring obligation under this Declaration Each Owner shall provide the Association with a certificate of insurance for the portions of the Lot and Dwelling Unit to be insured by the Owner under this Declaration, the property and casualty insurance policies shall name the Association as a certificate holder and additional insured Such certificate shall be provided by the Owner to the Association from time to time as insurance is placed or changes or is renewed

Fidelity bonds, in an amount deemed appropriate by the Board of Directors shall be obtained for each person handling funds for the Association ”

6. Article VIII.H of the Declaration shall be amended to read as follows:

“H Amendments An Amendment (or amendments) to this Declaration may be proposed

by the Association Board acting upon a vote of the majority of the Directors then serving,

or by a majority of the Members of the Association, whether meeting as Members or by instrument in writing signed by them. The proposed amendment(s) shall be transmitted to the President, or other officer in his absence, who shall thereupon call a Special Meeting of the Members of the Property Owners Association for a date not sooner than ten (10) days nor later than sixty (60) days from his or her receipt of the proposed amendment. The Secretary shall give each Member written notice of the ~~Special~~ Meeting, stating the date, time and place thereof, and enclosing a copy of the proposed amendment(s). The notice shall be mailed not less than ~~three (3)~~ fourteen (14) ~~nor more than thirty (30)~~ days before the date set for the Special Meeting. If mailed, the notice shall be deemed to have been properly given when deposited in the United States mail addressed to the Member at his post office address as it appears on the records of the Association, with postage thereon prepaid. If the Annual Meeting is to be held within sixty (60) days of proposal of the amendment(s), then the amendment or amendments shall be considered at the Annual Meeting.

Any Member may give a signed waiver of notice to be filed in the records of the Association, which shall be valid whether delivered before or after the holding of the meeting. Subject to the provisions of Article IV G of this Declaration, the proposed amendment(s) must be approved by an affirmative vote of not less than ~~three-quarters (3/4)~~ a majority of the voting interests of all Members in order for it to become effective. Each Lot shall be entitled to one vote by its Owner ~~and in addition, the Developer shall have a number of votes equal to the number of Lots permitted on the Plat the Developer still owns.~~

~~After approval, the amendment(s) shall be transcribed and certified by the President and Secretary as having been duly adopted, and the original or an executed by any officer of the Association and copy of such certified amendment(s) shall be recorded in the Public Records of Palm Beach County, Florida, and shall be effective upon recording within ten (10) days from the date on which they became effective. The amendment(s) shall specifically refer to the recording data identifying this Declaration. Thereafter, a copy of the amendment(s) in the form in which they were placed of record by the Officers shall be delivered or sent by regular mail to all of the Members of the Association but delivery of a copy thereof shall not be a condition precedent to the effectiveness of such amendment(s). At any meeting held to consider such amendment(s), the written vote or votes of any Member of the Association shall be recognized if the Member is not in attendance at the meeting provided that the Member is represented thereat by proxy, and further provided such written vote or votes are delivered to the Secretary at or prior to such meeting. However, no amendment shall reduce the maintenance provisions of this instrument below that required by governmental ordinance or regulation.~~

~~The Developer may unilaterally amend this Declaration at any time for the purpose of adding or removing lands pursuant to Article II, or for any other purpose provided that no substantial right of any Owner is thereby impaired.~~

~~As long as the Developer holds title to any Dwelling Unit, neither this Declaration nor any of the Project Documents shall be amended unless the Developer shall consent in writing to the amendment, which consent may be withheld by the Developer for any reason.~~

Any amendment to this Declaration which would negatively affect the lien, security or value of security of any Institutional Mortgagee, or the salability of a first mortgage on the secondary market, shall require the joinder and consent of the Institutional Mortgagee ”

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State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of

SHAKERWOOD ASSOCIATION, INC.

filed on 20th day of November, A.D., 1979

The Charter Number for this corporation is 749868

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
21st day of November, 1979

Secretary of State

B3135 P0715

This instrument prepared by:
John C. Schneider, Esquire
Wood, Cobb, Murphy & Craig
590 Comeau Building
West Palm Beach, Florida 33402

ARTICLES OF INCORPORATION

OF

SHAKERWOOD ASSOCIATION, INC.
(a corporation not for profit)

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

ARTICLE 1

Name

The name of this corporation shall be SHAKERWOOD ASSOCIATION, INC.

ARTICLE 11

Definitions

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

(A) "Declaration" shall mean and refer to the Declaration of Easements, Covenants and Restrictions for Shakerwood at Wellington, as it may be amended from time to time.

(B) "Developer" shall mean and refer to View Line, Inc., its successors and assigns.

(C) "Shakerwood" or "Project" shall mean and refer to the real property described in Exhibit A of the Declaration, together with any additions or less any removals, made pursuant to the Declaration.

(D) "Project Documents" shall mean and refer to the Declaration, the Plat of the Project, the Articles of Incorporation, the By-Laws, the Rules and Regulations of the Property Owners Association and all of the instruments and documents referred to therein.

Exhibit "C"

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(E) "Plat" shall mean and refer to the Plat No. 3 of The French Quarter of Wellington P.U.D. ("Shakerwood" herein), as recorded in Official Record Book 37, Page 125 of the Public Records of Palm Beach County, Florida, which consists of twenty-three Blocks of land and the Common Area. Exhibit A contains a legal description for the real property shown on the Plat.

(F) "Common Area" shall mean and refer to all the real property in Shakerwood, less the real property within the twenty-three Blocks. The Common Area has been conveyed or committed by the Developer to the Association for the exclusive or non-exclusive use of all of the Owners.

(G) "Block" shall mean and refer to the twenty-three parcels of land as represented on the Plat and numbered 28 through 50, inclusive. Each Block is subdivided into four Lots and it is intended that four attached Dwelling Units will be built upon each Block of land.

(H) "Lot" shall mean and refer to the four parcels of land, which are represented on the Plat in groups of four Lots within each of the twenty-three Blocks. The Lots are numbered 1, 2, 3 and 4 within each Block. A Lot shall also include any improvements thereon.

(I) "Dwelling Unit" shall mean and refer to an attached single family residence built, or to be built, on a Lot. There shall be no more than one Dwelling Unit built on any Lot in the Project.

(J) "Party Wall" shall mean and refer to a vertical wall common to adjoining Dwelling Units and centered on the boundary line between the Lots on which those adjoining Dwelling Units are constructed and existing; provided, however, that the existence of any encroachment shall not preclude a wall, meeting the above definition, from being a Party Wall.

(K) "Common Structural Elements" shall mean and refer to the following portions of Dwelling Units: the flooring, party walls and roofing.

(L) "Owner" shall mean and refer to the record fee simple title holder, whether one or more persons or entities, of a Lot.

(M) "Property Owners Association" or "Association" shall mean and refer to SHAKERWOOD ASSOCIATION, INC., a Florida corporation not for profit, which is the Property Owner's Association for the real property described in Exhibit A.

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(N) "Association Board" shall mean and refer to the Board of Directors of the Property Owners Association.

(O) "Institutional Mortgagee" shall mean and refer to any lending institution having a first mortgage lien upon a lot, including any of the following institutions: an insurance company or subsidiary thereof, a Federal or State Savings and Loan Association, a Federal or State Building and Loan Association, an agency of the United States Government, and a bank or real estate investment trust or mortgage banking company authorized to do business in the State of Florida.

ARTICLE III

Purposes

The general nature, objects and purposes of this corporation are:

(A) To perform the duties and obligations and exercise the powers and privileges assigned to it by the Declaration, which document is to be recorded by the Developer in the Public Records of Palm Beach County, Florida.

(B) To promote the health, safety and social welfare of the Lot Owners of property described in Exhibit A attached hereto.

(C) To hold title to the Common Area upon conveyance by the Developer.

(D) To maintain and/or repair landscaping in the general and/or Common Area, parks, sidewalks and/or access paths, streets, and other Common Area, structures, and other improvements in the Project for which the obligation to maintain and repair has been delegated and accepted.

(E) To control, subject to the provisions of the Declaration, the specifications, architecture, design, appearance, elevation and location of (and landscaping around) all buildings of any type, including walls, fences, swimming pools, antennae, sewers, drains, disposal systems, or other structures constructed, placed or permitted to remain in the Project as well as the alteration, improvement, addition or change thereto.

(F) To insure compliance with the Plat of the Project, the Declaration and the ordinances of Palm Beach County, Florida, applicable thereto.

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(G) To provide, purchase, acquire, replace, improve, maintain and/or repair such buildings, structures, landscaping, paving and equipment, both real and personal, related to the health, safety, and social welfare of the Members of the Association, as the Board of Directors in its discretion determines necessary, appropriate, and/or convenient.

(H) To operate without profit for the sole and exclusive benefit of its Members.

(I) To administer and manage portions of the Project in accordance with the provisions of the Declaration and the Project Documents, and to enforce the provisions of such documents.

ARTICLE IV

General Powers

The general powers that the Property Owners Association shall have are as follows:

(A) To accept and hold funds and title to the Common Area solely and exclusively for the benefit of the Members for purposes set forth in these Articles of Incorporation.

(B) To promulgate and enforce rules, regulations, by-laws, covenants, restrictions and agreements to effectuate the purposes for which the Association is organized and in particular to enforce the provisions of the Project Documents.

(C) To delegate power or powers where such is deemed in the interest of the Association.

(D) To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of, real or personal property; to enter into, make, perform or carry out contracts of every kind with any person, firm, corporation or association; to do any and all acts necessary or expedient for carrying on any and all of the activities and pursuing any and all of the objects and purposes set forth in these Articles of Incorporation and not forbidden by the laws of the State of Florida.

(E) To contract for or coordinate private security, fire protection, insurance and other services but not to accept responsibility for the effectiveness of such private security, fire protection and other services.

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(F) To make and collect assessments to be levied against the Lots and their Owners to defray expenses, costs of effectuating the objects and purposes of the Association and losses of the properties owned by it, to create reasonable reserves for such expenditures, and to authorize its Board of Directors to enter into agreements with associations or other property owners' groups for the collection of such assessments.

(G) To charge recipients for services rendered by the Association and the user for use of Association property where such is deemed appropriate by the Board of Directors.

(H) To pay taxes and other charges, if any, on or against property owned or accepted by the Property Owners Association.

(I) To borrow money and, from time to time, to make, accept, endorse, execute and issue debentures, promissory notes or other obligations of the Association for monies borrowed or in payment for property acquired or for any of the other purposes of the Association and to secure the payment of such obligation by mortgage, pledge, or other instrument of trust, or by lien upon, assignment of or agreement in regard to all or any part of the property rights or privileges of the Association wherever situated.

(J) To transfer to a separate entity, or entities, such of its duties, powers and obligations as may be necessary or desirable.

(K) To enforce, by legal means, any and all covenants, regulations, restrictions, agreements, assessments, liens and laws applicable to the Project.

(L) In general, to have all powers conferred upon a corporation by the laws of the State of Florida, except as prohibited herein.

ARTICLE V

Members

(A) The Members shall consist of the Owners of Lots in the Project, who shall be Members of the Property Owners Association. Membership in this Association shall be appurtenant to, and may not be separated from, ownership of a Lot in the Project. There shall be two classes of Members, as follows:

(i) Class A Members. Class A Members shall be the Owners of Lots in the Project. They shall automatically become Class A Members upon receiving a deed to a Lot in the

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Project, but not before.

(2) Class B Member. The Class B Member shall be the Developer, or its designee, successor or assignee. It shall cease being a Class B Member upon its conveyance of its last Lot (with a Dwelling Unit constructed thereon) in the Project to a third party. However, the Class B Member may terminate its Membership in the Association at any time by notifying the Secretary in writing. The notice of termination shall state the date of termination which shall then automatically occur unless previously revoked by the Class B Member.

(B) The Project consists of the tract of land described in Exhibit A annexed to this instrument. The Class B Member reserves the right to add property thereto or remove property therefrom at its sole discretion, and to subject such additional property to the Project Documents.

ARTICLE VI

Voting and Assessments

(A) Subject to the restrictions and limitations hereinafter set forth, each Class A Member shall have one vote for each Lot which it owns. The vote of the Owners of a Lot owned by more than one natural person or by a corporation or other legal entity shall be cast by the person named in a certificate signed by all of the Owners of the Lot, or, if appropriate, by the executive officers, partners or principals of the legal entity, and filed with the Secretary of the Association. The certificate shall be valid until changed or revoked by subsequent certificate; if the certificate is not filed with the Secretary of the Association, the vote of the Owners of that Lot will not be considered.

(B) Class A Members who are Owners of Lots shall be entitled to individual notice of all meetings of Members and shall represent themselves in person or by proxy.

(C) The Property Owners Association will obtain funds with which to operate by assessment of its Members in accord with provisions of the Project Documents.

(D) There shall be no cumulative voting on any vote by the Association Members.

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ARTICLE VII

Board of Directors

(A) The affairs of the Association shall be governed by a Board of Directors consisting of not less than three (3) and not more than nine (9) Directors. The Directors may, but need not, be Lot Owners and need not be residents of the State of Florida.

(B) The names and addresses of the first Board of Directors who shall hold office until the annual meeting of the Members to be held in the year 1981 and until their successors are elected or appointed and have qualified, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Pasquale DeVivo	12162 Regal Court W. Palm Beach, FL., 33411
Milba J. Cummings	12162 Regal Court W. Palm Beach, FL., 33411
Riziero DeVivo	12162 Regal Court W. Palm Beach, FL., 33411

(C) The Class B Member shall have the right to appoint a majority of the Board of Directors until such time as the last Lot (with a Dwelling Unit constructed thereon) in the Project has been conveyed to a third party.

(D) At the first annual election to the Board of Directors, one-half of the Directors elected by the Class A Members shall serve for a term of two years and the term of office of the other elected Director(s) shall be established for a term of one year. The Class B Member shall appoint up to five Directors, a majority of whom shall serve for a term of two years and the remaining Directors shall serve for a term of one year. Thereafter, as many Directors shall be elected and appointed, as the case may be, as there are regular terms of office of Directors expiring at such annual election. The term of the Directors so elected or appointed at each annual election shall be for two years expiring at the second annual election following their election and until their successors are duly elected and qualified, or until removed from office with or without cause by the affirmative vote of a majority of the Members which elected or appointed them, and subject to the further provisions herein and the Bylaws.

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(E) In no event can a Board member appointed by the Class B Member be removed except by action of the Class B Member; nor can a Board member elected by the Class A Members be removed except by action of the Class A Members, acting as a class while the Class B Member still has a right to appoint a majority of the Board, and acting separately thereafter. Any Director appointed by the Class B Member shall serve at the Class B Member's pleasure and may be removed at any time by the Class B Member giving written notice of such removal to the Secretary of the Association.

ARTICLE VIII

Officers

(A) The affairs of the Association shall be administered by its Officers who shall be a President, a Vice President, a Secretary and a Treasurer, and such other Officers as the Board may from time to time by resolution create. Any two or more Officers may be held by the same person except the Offices of President and Secretary. Officers shall be elected for one year terms in accordance with the procedure set forth in the By-Laws and no Officer need be a Lot Owner or a resident of the State of Florida.

(B) The names of the Officers who are to manage the affairs of the Association until the annual meeting of the Board of Directors to be held in the year 1981 and until their successors are duly elected and qualified are:

President	Pasquale DeVivo
Vice President	Riziero DeVivo
Secretary	Milba J. Cummings
Treasurer	Riziero DeVivo

ARTICLE IX

Corporate Existence

The Property Owners Association shall have perpetual existence.

ARTICLE X

By-Laws

The Board of Directors shall adopt By-Laws consistent with these Articles of Incorporation.

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ARTICLE XI

Amendment

An amendment (or amendments) to these Articles of Incorporation may be proposed by the Association Board acting upon a vote of the majority of the Directors, or by a majority of the Members of the Association, whether meeting as Members or by instrument in writing signed by them. The proposed amendment(s) shall be transmitted to the President, or other Officer in his absence, who shall thereupon call a Special Meeting of the Members of the Property Owners Association for a date not sooner than ten (10) days nor later than sixty (60) days from his receipt of the proposed amendment(s). The Secretary shall give each Member written notice of the Special Meeting, stating the date, time and place thereof, and enclosing a copy of the proposed amendment(s). The notice shall be mailed not less than three (3) nor more than thirty (30) days before the date set for the Special Meeting. If mailed, the notice shall be deemed to have been properly given when deposited in the United States mail addressed to the Member at his post office address as it appears on the records of the Association, with postage thereon prepaid.

Any Member may give a signed waiver of notice to be filed in the records of the Association, which shall be valid whether delivered before or after the holding of the meeting. The proposed amendment(s) must be approved by an affirmative vote of not less than three-quarters (3/4) of the votes cast by the Members in order for it to become effective. Each Lot shall be entitled to one vote by its Owner and in addition, the Developer shall have a number of votes equal to the number of Lots permitted on the Plat which the Developer still owns.

No amendment affecting the Class B Member, its designee, successor or assignee shall be effective without the prior written consent of such Member or its successors or assigns, as long as it is the Owner of a Lot.

ARTICLE XII

Subscribers

The names and addresses of the Subscribers of these Articles of Incorporation are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Pasquale DeVivo	12162 Regal Court

83185 P0724

Milba J. Cummings

Riziero DeVivo

W. Palm Beach, FL., 33411

12162 Regal Court
W. Palm Beach, FL., 33411

12162 Regal Court
W. Palm Beach, FL., 33411

ARTICLE XIII

Indemnification

(A) The Association hereby indemnifies any Director, Officer or member of any committee appointed by the Board of Directors or President made a party or threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding:

(1) Whether civil, criminal, administrative, or investigative, other than one by or in the right of the Association to procure a judgment in its favor, brought to impose a liability or penalty on such person for an act alleged to have been committed by such person in his capacity as Director or Officer of the Association, or in his capacity as Director, Officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association, and in criminal actions or proceedings, without reasonable ground for belief that such action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such Director or Officer did not act in good faith in the reasonable belief that such action was in the best interests of the Association or that he had reasonable grounds for belief that such action was unlawful.

(2) By or in the right of the Association to procure a judgment in its favor by reason of his being or having been a Director or Officer thereof, or by reason of his being or having been a Director, Officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against the reasonable expenses, including attorney's fees, actually and necessarily incurred by him in connection with

33185 20/75

the defense or settlement of such action, or in connection with an appeal therein, if such action was in the best interests of the Association. Such person shall not be entitled to indemnification in relation to matters as to which such person has been adjudged to have been guilty of negligence or misconduct in the performance of his duty to the Association unless and only to the extent that the court, administrative agency, or investigative body before which such action, suit or proceeding is held shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

(B) The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law.

ARTICLE XIV

Transaction in which Directors or Officers are Interested

(A) No contract or transaction between the Association and one or more of its Directors or Officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its Directors or Officers are Directors or Officers, or have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the Director or Officer is present at or participates in the meeting of the Board or committee thereof which authorized the contract or transaction, or solely because his or their votes are counted for such purpose. No Director or Officer shall incur liability by reason of the fact he is or may be interested in any such contract or transaction.

(B) Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized a contract or transaction.

ARTICLE XV

Dissolution

Upon dissolution of the Association, all of its assets remaining after provision for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner:

B3165 P0726

(a) Real property contributed to the Association without the receipt of other than nominal consideration by the Class B Member shall be distributed to the Class B Member (whether or not a Class B Member at the time of such dissolution), unless it refuses to accept the conveyance (in whole or in part).

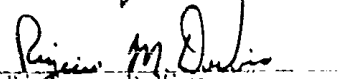
(b) Dedication to any applicable municipal or other governmental authority of any property determined by the Board of Directors to be appropriate for such dedication and which the authority is willing to accept.

(c) The remaining assets shall be distributed to the Property Owners Association, subject to the limitation set forth below, each Member's share of the assets to be determined by multiplying such remaining assets by a fraction, the numerator of which is all amounts assessed by the Association since its organization against the property which is owned by the member at the time, and the denominator of which is the total amount (excluding penalties and interest) assessed by the Association against all properties which at the time of dissolution are part of the Project. The year of dissolution shall count as a whole year for purposes of the preceding fractions.

IN WITNESS WHEREOF, the Subscribers have hereunto set their hands and seals this 18th day of November, 1977.


Pasquale DeVivo


Milba J. Cummings


Rizziero DeVivo

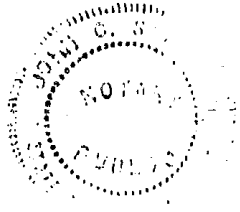
STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on the 18th day of November, 1977, before me, the undersigned authority, personally appeared PASQUALE DeVIVO, MILBA J. CUMMINGS, and RIZZIERO DeVIVO, to me known to be the persons who executed the foregoing Articles of Incorporation, and they severally acknowledged the execution of such instrument for the uses and purposes therein expressed.

WITNESS my hand and official seal at the County and

03185 20727

State on the date aforesaid.



John Schneider
Notary Public, State and
County aforesaid

My commission expires
March 19, 1982

Exhibit "C"

B3125 P0728

FILED
MAR 20 4 13 PM '78
CLERK OF DISTRICT COURT
STATE OF FLORIDA

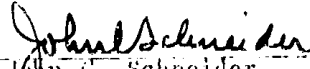
CERTIFICATE DESIGNATING PLACE OF BUSINESS OR
DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS
STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

Pursuant to Chapter 48.091, Florida Statutes, the
following is submitted:

That SHAKERWOOD Association, INC. (a corporation not-
for-profit) desiring to organize under the laws of the State
of Florida, has named JOHN C. SCHNEIDER, located at 5th Floor
Coneau Building, 319 Clematis Street, West Palm Beach, Florida,
33401, as its agent to accept service of process within this
State.

ACKNOWLEDGMENT:

Having been named to accept service of process for the
above-stated corporation, at the place designated in this
Certificate, I hereby agree to act in this capacity and to comply
with the provisions of Chapter 48.091, Florida Statutes.


John C. Schneider
(Resident Agent)

03135 10.70

EXHIBIT A

A parcel of land situate in Palm Beach County, Florida described as Plat No. 3 of The French Quarter of Wellington P.O.D. according to the Map or Plat thereof as recorded in Plat Book 37, Page 127 and 128 of the Public Records of Palm Beach County, Florida.

Exhibit "C"

B3185 P0736

ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
SHAKERWOOD ASSOCIATION, INC.
(a corporation not for profit)


1. ARTICLE II (B) of the Articles of Incorporation of SHAKERWOOD ASSOCIATION, INC. is amended to read as follows:

(B) "Developer" shall mean and refer to View Line, Inc., its successors (including a party who obtains title through foreclosure of a mortgage on any Exhibit A land then owned by View Line, Inc.) and assigns.

2. The foregoing amendment was approved by the affirmative vote of the sole Member of this corporation at a Special Meeting held on November 28, 1979, pursuant to the provisions of the Articles of Incorporation.

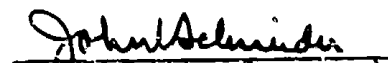
IN WITNESS WHEREOF, the undersigned President and Secretary of this corporation have executed these Articles of Amendment on November 28, 1979.


Melba J. Cummings


Pasquale De Vivo

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 28th day of November 1979, by PASQUALE DE VIVO and MELBA J. CUMMINGS, The President and Secretary respectively of SHAKERWOOD ASSOCIATION, INC.


Notary Public, State and
County aforesaid

My commission expires
March 19, 1982

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

Exhibit "D"

Prepared by and Return to:
V DONALD HILLEY P.A.
11380 Prosperity Farms Road
Suite 204 Prosperity Gardens
Palm Beach Gardens Florida 33410
(407) 627-0009

NOV-02-1993 11:31am 93-353559
ORB 7960 Ps 1077
I [REDACTED]

**AMENDMENT TO THE ARTICLES OF INCORPORATION OF THE
SHAKERWOOD ASSOCIATION, INC.**

**A corporation not for profit under the
laws of the State of Florida**

WHEREAS, the SHAKERWOOD ASSOCIATION, INC., is a corporation not for profit under the laws of the State of Florida, with Articles of Incorporation filed in the office of the Secretary of State on the 20th day of November, 1979, and

WHEREAS, the Association was organized for the purpose of owning and operating certain lands, and personal property located in Palm Beach County, Florida, which lands and personal property are to be used in common with the members of the Shakerwood Association, Inc., which members shall all be property owners at Plat No. 3 of The French Quarter of Wellington P.U.D. as recorded in Official Record Book 37, Page 127 and 128 of the Public Records of Palm Beach County, Florida ("Shakerwood"), and

WHEREAS, such operation by the Association includes the management of Shakerwood in keeping with the terms and conditions as set forth in the Articles of Incorporation, Recorded at Official Record Book 3185, page 714, Public Records of Palm Beach County, Florida, and the Declaration of Covenants, Conditions and Restrictions of Shakerwood, as recorded in the Public Records of Palm Beach County, Florida in Official Records Book 3185, Pages 687, and the By-Laws of Shakerwood, (the governing documents), and the enforcement of such governing documents,

and

ORB 7960 Pg 1078

WHEREAS, pursuant to Article XI of the Articles of Incorporation, the following amendment to Article VII(A), Board of Directors, of the Articles of Incorporation of the Shakerwood Association, Inc. is approved and adopted as follows:

ARTICLE VII

Board of Directors

A. The affairs of the Association shall be governed by a Board of Directors consisting of not less than three (3) and not more than nine (9) Directors. The Directors ~~may, but need not, shall~~ be Lot Owners and need not be residents of the State of Florida. No Lot Owner, who is certified by the Treasurer of the Association to be delinquent in the payment of assessments for a continuous period of ninety (90) days immediately preceding any annual or special meeting at which elections of directors are held, shall be eligible to be a Director.

THE FOREGOING AMENDMENT, to ARTICLE VII(A), Board of Directors, of the Articles of Incorporation was adopted according to the governing documents of the Shakerwood Association, Inc., a corporation not for profit under the laws of the State of Florida, and pursuant to Article XI of the Articles of Incorporation, by affirmative vote of the members of the Shakerwood Association, Inc., on the 30 day of Sept, 1993.

Witness as to all officers:

SHAKERWOOD ASSOCIATION, INC.

Richard H. Teel

Julia (Haver)
President

Andrew D. Meurer

James H. Ray
Vice President

James H. Ray
Treasurer

Angela M. White
Secretary

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

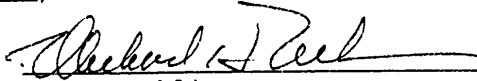

ORF 7960 Pg 1079
RECORD VERIFIED DOROTHY H WILKEN
CLERK OF THE COURT - PB COUNTY, FL

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County aforesaid, to take acknowledgments, personally appeared JULIE CRAVER, JEROME SNYDER,


GUADITA RAY and ANGELA WHITE

to me known to be officers of Shakerwood Association, Inc., and they acknowledged before me that they each signed their names to the foregoing document.

WITNESS my hand and official seal in the County and State aforesaid this 30 day of SEP, 1993.


Notary Public
My Commission CC317120
Expires Sept 26, 1997
Bonded by HAI
800-422-1555


State of Florida



Department of State

CFN 20060452560
OR BK 20686 PG 0154
RECORDED 08/03/2006 14:58:21
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0154 - 156; (3pgs)

I certify the attached is a true and correct copy of the Articles of Amendment, filed on July 25, 2006, to Articles of Incorporation for SHAKERWOOD ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is 749868.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Twenty-sixth day of July, 2006



CR2EO22 (01-06)

Sue M. Cobb
Sue M. Cobb
Secretary of State

This Instrument Prepared by
and PLEASE RETURN TO:

Nadia N. Sullivan, Esq.
Gelfand & Arpe, P.A.
WILL CALL BOX 58
1555 Palm Beach Lakes Blvd.
Suite 1220
West Palm Beach, Florida 33401-2329
(561) 655-6224

FILED
06 JUL 25 PM 3:24
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**FIRST CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION
OF SHAKERWOOD ASSOCIATION, INC.**

THE UNDERSIGNED of SHAKERWOOD ASSOCIATION, INC., % A&G Management, 11924 Forest Hill Blvd., #22-221, Wellington, FL 33414 certify that the Articles of Incorporation of Shakerwood Association, Inc., were amended as set forth in Exhibit "A" attached hereto. The Articles of Incorporation of Shakerwood Association, Inc., are an exhibit to the Declaration of Easements, Covenants and Restrictions for Shakerwood at Wellington, recorded in Official Records Book 3185 at Page 0687 of the Public Records of Palm Beach County, Florida.

The Declaration of Easements, Covenants and Restrictions for Shakerwood at Wellington affects real property located in Palm Beach County, Florida including:

PLAT NO. 3 OF THE FRENCH QUARTER OF WELLINGTON P.U.D., according to the Plat thereof recorded in Plat Book 37 at Pages 127 - 128, of the Public Records of Palm Beach County, Florida.

Dated this 17TH day of February, 2006.

Witnessed by:

Signature here

D. Castiglione

Print name here

D. Castiglione

Signature here

Catherine Phillips

Print name here

Catherine Phillips

Shakerwood Association, Inc.

By

Danielle Goldberg

Danielle Goldberg, President

By

Marie Rigg

Marie Rigg, Secretary

STATE OF FLORIDA

COUNTY OF PALM BEACH

[CORPORATE SEAL]

The foregoing instrument was acknowledged before me this 17TH day of February, 2006 by Danielle Goldberg and Marie Rigg, the President and Secretary, respectively of Shakerwood Association, Inc., who are personally known to me or who have produced _____ as identification and who did not take an oath.

Signature here

George J. Palermo

Print name here

GEORGE J. PALERMO



GEORGE J. PALERMO
MY COMMISSION # DD 417487
EXPIRES: May 26, 2009
Bonded Thru Budget Notary Services

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

Exhibit "F"

EXHIBIT A

**FIRST ARTICLES OF AMENDMENT TO THE
ARTICLES OF INCORPORATION OF
SHAKERWOOD ASSOCIATION, INC.**

- FIRST:** The name of the corporation is: **SHAKERWOOD ASSOCIATION, INC.**
- SECOND:** The text of the first amendment to the Articles of Incorporation is to Article VII entitled "Board of Directors", Section A as follows (the language added is underlined; the language deleted is ~~struck out~~):

ARTICLE VII

Board of Directors

A. The affairs of the Association shall be governed by a Board of Directors consisting of not less than three (3) and not more than nine (9) Directors. The Directors may, ~~but need not, shall~~ be Lot Owners and need not be residents of the State of Florida. No Lot Owner, who is certified by the Treasurer of the Association to be delinquent in the payment of assessments for a continuous period of ninety (90) days immediately preceding any annual or special meeting at which elections of directors are held, shall be eligible to be a Director.

- THIRD:** Members are entitled to vote on the proposed Amendment, the date of the adoption of the Amendment by the members being September 30, 1993, and the number of votes cast for the Amendment was sufficient for approval.

Witnessed by:

Signature here: D. Castiglione

Print name here: D. Castiglione

Signature here: Catherine Phillips

Print name here: CATHERINE PHILLIPS

By: Danielle Goldberg Shakerwood Association, Inc.
Danielle Goldberg, President

By: Marie L. Rigg
Marie Rigg, Secretary

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

[CORPORATE SEAL]

The foregoing instrument was acknowledged before me this 17th day of February, 2006 by Danielle Goldberg and Marie Rigg, the President and Secretary, respectively of Shakerwood Association, Inc., who are personally known to me or who have produced _____ as identification and who did not take an oath.



GEORGE J. PALERMO
MY COMMISSION # DD 417457
EXPIRES: May 26, 2009
Bonded Thru Budget Notary Services

Signature here: George J. Palermo

Print name here: GEORGE J. PALERMO

Notary Public, State of Florida

Serial Number:

My commission expires:

FA\WP\03282\certamendai.nns.wpd

BY-LAWS
OF
SHAKERWOOD ASSOCIATION, INC.
(a corporation not for profit)

ARTICLE I

Definitions

A. The terms used in these By-Laws shall have the same meanings ascribed to them in Article I of this corporation's Articles of Incorporation.

B. These By-Laws shall be subject to the provisions of this corporation's Articles of Incorporation, and in the event of a conflict, the Articles of Incorporation shall govern.

ARTICLE II

Location of Principal Office

The principal office of the Property Owners Association shall be located in Palm Beach County or at such other place as may be established by resolution of the Board of Directors.

ARTICLE III

Members

A. The annual meeting of the Members shall be held on the fourth Thursday of April each year at the principal office of the Association, or at such time or at such other place in Palm Beach County, Florida, as may be established by the Board of Directors. A written notice of the place, day and hour of each meeting shall be served by the Secretary on each Member personally, or sent by mail addressed to each Member at his address as it appears on the Association's records.

B. Special meetings of the Members may be called at any time by the President or a majority of the Directors. A written notice of the place, day and hour of each meeting stating the purposes for which it is called shall be served by the Secretary on each Member personally, or sent by mail addressed to each Member at his address as it appears on the Association's records. The Board of Directors shall also, in like manner, call a special meeting of the Members whenever so requested in writing by the Class B Member or twenty-five percent (25%) of the Class A Members.

C. Any Member may, in writing, waive notice of any meeting either before, during or after the meeting.

D. The presence of the Class B Member, or a person holding its proxy, shall constitute a quorum. In the event

the Class B Member is no longer in control of this Association, one-third of the Members present in person or by proxy shall constitute a quorum.

E. Subject to the restrictions and limitations hereinafter set forth, each Class A Member shall have one vote for each Lot which it owns. The vote of the Owners of a Lot owned by more than one natural person or by a corporation or other legal entity shall be cast by the person named in a certificate signed by all of the Owners of the Lot, or, if appropriate, by the executive officers, partners or principals of the legal entity, and filed with the Secretary of the Association. The certificate shall be valid until changed or revoked by subsequent certificate; if the certificate is not filed with the Secretary of the Association, the vote of the Owners of that Lot will not be considered.

F. There shall be no cumulative voting on any vote by the Association Members.

G. Votes may be cast in person or by written authorized proxy, executed by the Member or his duly authorized attorney. No proxy shall be valid after the expiration of eleven (11) months from the date of its execution unless the proxy shall have specified its duration. A proxy, to be valid, must be filed with the Secretary of the Association before the appointed time of the meeting or any adjournment of the meeting.

H. The voting privileges of a Member shall be suspended if he is delinquent on an assessment or any installment.

I. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Members, except when approval by a greater number of Members is required by the Articles of Incorporation, these By-Laws of the Declaration.

J. The Board of Directors may fix a time in the future for determining which Members are entitled to notice of, and to vote at, any meeting of the Members. Such record date shall not be more than forty days prior to the date set for a meeting of the Members. If a record date is not so fixed, only persons who are Members on this corporation's records as of three days prior to the meeting shall be entitled to vote at the meeting.

K. If any meeting of the Members cannot be organized because a quorum has not attended, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

ARTICLE IVDirectors

A. The affairs and business of this corporation shall be managed, and its corporate powers exercised, by a Board of Directors as outlined in the Articles of Incorporation.

B. A regular meeting of the Board of Directors shall be held immediately following the Members' annual meeting, and at such other times as the Board of Directors may determine. Special meetings of the Board of Directors may be called by the President at any time, and shall be called by the President or the Secretary upon the written request of a majority of the Directors. Directors' meetings may be held within or without the State of Florida.

C. Notice of meetings, other than the regular annual meeting, shall be given by service upon each Director in person, by telegraph, or by mail addressed to each Director at his last known post office address, at least three days (including the day of mailing) prior to the date therein designated for such meeting. The notice shall specify the place, date and hour of such meeting, and the business to be brought before the meeting. At any meeting at which every member of the Board of Directors shall be present, or if the absent Directors consent in writing, any business may be transacted even if the notice requirements were not met.

D. The presence of the Class B Member, or a person holding its proxy, shall constitute a quorum. In the event the Class B Member is no longer in control of this Association, a majority of the Board shall constitute a quorum for the transaction of business. In the event of a quorum not being present, those Directors in attendance may adjourn the meeting for not more than fifteen days.

E. Each director shall have one vote and the act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

F. A Class A Member vacancy on the Board of Directors which occurs between annual meetings shall be filled for the unexpired portion of the term by a majority vote of the remaining Directors.

G. Whenever by statute, the provisions of the Articles of Incorporation or these By-Laws, the Members of the Board of Directors are authorized to take any action after notice, such notice may be waived, in writing, before or after the holding of the meeting by the person or persons entitled to such notice.

H. The Board of Directors may, by resolution, designate two or more of their number to constitute an Executive Committee, who, to the extent provided in such resolution, shall have and may exercise the powers of the Board of Directors.

ARTICLE V

Officers

A. This Association shall have a President, a Vice-President, a Secretary, a Treasurer and such other Officers as shall be elected from time to time by the Board. Any person may hold two or more offices except the offices of President and Secretary.

B. All Officers of this Association shall be elected annually by the Board of Directors at its meeting held immediately after the annual meeting of the Members or as soon thereafter as is convenient. They shall hold office at the pleasure of the Board of Directors. Officers need not be Members of the Board. The Board may appoint such other Officers, agents and employees as it shall deem necessary who shall have such authority and shall perform such duties as the Board shall prescribe from time to time.

C. The duties and powers of the Officers of this Association shall be as follows:

1. The President shall: be the chief executive officer of this Association; have general and active management of the business and affairs of this Association subject to the directions of the Board of Directors; and preside at all meetings of the Members and Board of Directors unless a Chairman is elected as one of the Officers, in which case the Chairman of the Board shall preside.

2. The Vice-President shall: perform all of the duties of the President in his absence and such other duties as may be assigned by the Board of Directors or the President.

3. The Secretary shall: have custody of, and maintain, all of this corporation's records except the financial records; record in a book the names and addresses of all Members; record the minutes of all meetings of the Members and Board of Directors; send out all notices of meetings; and perform such other duties as may be assigned by the Board of Directors or the President.

4. The Treasurer shall: have custody of all of this

corporation's funds and financial records; keep full and accurate accounts of receipts and disbursements and render an account thereof at the annual meetings of Members and whenever else required by the Board of Directors or the President; send notice of, and collect, the assessments and shall report the status of collections and all delinquencies to the Board of Directors; cause an annual audit of this corporation's books at the completion of each fiscal year by the corporation's accountant; and perform such other duties as may be assigned by the Board of Directors or the President.

D. The Treasurer shall, if required by the Board of Directors, give to this corporation such security for the faithful discharge of his duties as the Board may direct.

E. All vacancies in any office shall be filled by the Board of Directors without undue delay at its regular meeting or at a meeting specially called for that purpose. In the case of the absence of any Officer of the corporation or for any reason that the Board of Directors may deem sufficient, the Board may delegate the powers or duties of such Officers to any other Officer or Director for an interim period.

ARTICLE VI

Committees

A. The standing committees of this corporation shall be:

The Maintenance Committee
The Architectural Control Committee

B. The Maintenance Committee shall consist of a Chairman and two or more members, including at least one Member of the Board of Directors. It shall be appointed by the Board within thirty days after its annual meeting, to serve until the succeeding committee members have been appointed. This committee will advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of properties within its jurisdiction as described in the Declaration and/or the Project's Documents, and will perform such other duties as may be assigned by the Board of Directors or the President.

C. The Architectural Control Committee shall consist of a Chairman and two or more members, including at least one Member of the Board of Directors. It shall be appointed by the Class B Member until that Member no longer owns any Lots in the Project. Thereafter, it shall be appointed by the Board within thirty days after its annual meeting, to serve until the succeeding committee members have been appointed. This committee will have the architectural control and functions

described in the Articles of Incorporation and will perform such other duties as may be assigned by the Board of Directors or the President. A party aggrieved by a decision of the Architectural Control Committee shall have the right to make a written request to the Board of Directors, within thirty days of the decision, that it be reviewed by the Board. The determination of the Board, upon reviewing the Committee's decision, shall in all events be final.

D. The Board of Directors may, from time to time, appoint such other committees as it desires. It shall be the duty of each committee to receive complaints from Members on any matter involving this corporation's functions, duties and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, Director or Officer of this corporation which is further concerned with the matter presented.

ARTICLE VII

Fiscal Year

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

ARTICLE VIII

Books and Papers

The books, records and papers of this corporation shall at all times, during reasonable business hours, be subject to inspection by any Member.

ARTICLE IX

Seal

This corporation's seal shall be in circular form and have the name of the corporation inscribed thereon, and may be a facsimile, engraved, printed or an impression seal.

ARTICLE X

Amendments

These By-Laws may be altered, amended, repealed or added to by a majority vote of the Board of Directors at any of its regular meetings or at a special meeting of the Directors called for that purpose, provided that a quorum of the Directors is present. These By-Laws, any amendments thereto, or new By-Laws added by the Directors may be amended, altered or replaced by the Members at any annual or special meeting.



FILE NUM 20080210706 OR BOOK/PAGE 22679/1416 DATE: 06/04/2008 14:30:26 Pgs 1416 - 1416; (3pgs)
 Sharon R. Bock, CLERK & COMPTROLLER

**CERTIFICATE OF AMENDMENT TO THE BY-LAWS OF SHAKERWOOD
 ASSOCIATION, INC.**

WHEREAS, the By-Laws of Shakerwood Association, Inc., have been recorded in Official Record Book 3185, Page 0730, Public Records of Palm Beach County, Florida;

WHEREAS, Article X of the By-Laws provides that the By-Laws may be amended by the affirmative vote of a majority of the Board of Directors at a Board meeting with quorum present;

WHEREAS, on April 24, 2008, at least a majority of the Board of Directors of the Association at the meeting did approve the amendment to the By-Laws as contained in Exhibit "1" to this Certificate; and

WHEREAS, this Certificate and the amendment shall be recorded in the Public Record of Palm Beach County.

NOW, THEREFORE, the By-Laws of Shakerwood Association, Inc., are hereby amended in the particulars as stated in Exhibit "1" attached hereto; the amendment shall run with the real property known as Shakerwood at Wellington and shall be binding on all parties having any right, title or interest in the said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner and occupant thereof; and except as otherwise amended hereby, the By-Laws shall remain unchanged and in full force and effect.

CERTIFICATE OF ADOPTION OF AMENDMENT

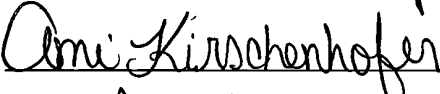
I HEREBY CERTIFY that the amendment attached to this Certificate has been approved by the Board votes required by the By-Laws.

DATED this 23rd day of May, 2008.

Witnesses.

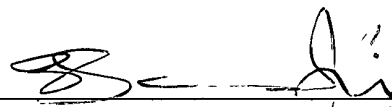


Print: Catherine Phillips



Print: Ami Kirschenhofer

SHAKERWOOD ASSOCIATION, INC.

By: 
 _____ President

Print Name: Sonia Scanski

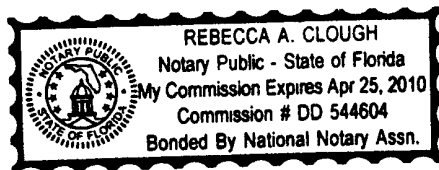
(SEAL)

Exhibit "H"

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

I HEREBY CERTIFY that on the 23rd day of MAY, 2008, before me personally appeared SONIA SCINSKI as President of SHAKERWOOD ASSOCIATION, INC., (who is personally known to me) and who did not take an oath and who executed the aforesaid Certification at his free act and deed as such duly authorized officer; 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, in the County of PALM BEACH, State of Florida, the day and year last aforesaid.



NOTARY PUBLIC:

Sign: Rebecca A. Clough

My commission expires: 4/25/10

Exhibit "H"

Exhibit "1"

AMENDMENT TO THE BY-LAWS OF SHAKERWOOD ASSOCIATION, INC.

As used herein the following shall apply:

- A. Words in the text which are lined through with hyphens (----) indicate deletions from the present text.
 - B. Words in the text which are underlined indicate additions to the present text.
-

1. Article III.D of the By-Laws shall be amended to read as follows:

"D. The presence of the Class B Member, or a person holding its proxy, shall constitute a quorum. In the event the Class B Member is no longer in control of this Association, ~~one-third~~ fifteen percent (15%) of the Members present in person or by proxy shall constitute a quorum. This amendment is effective beginning with the 2008 annual meeting."

PLAT NO. 3 OF

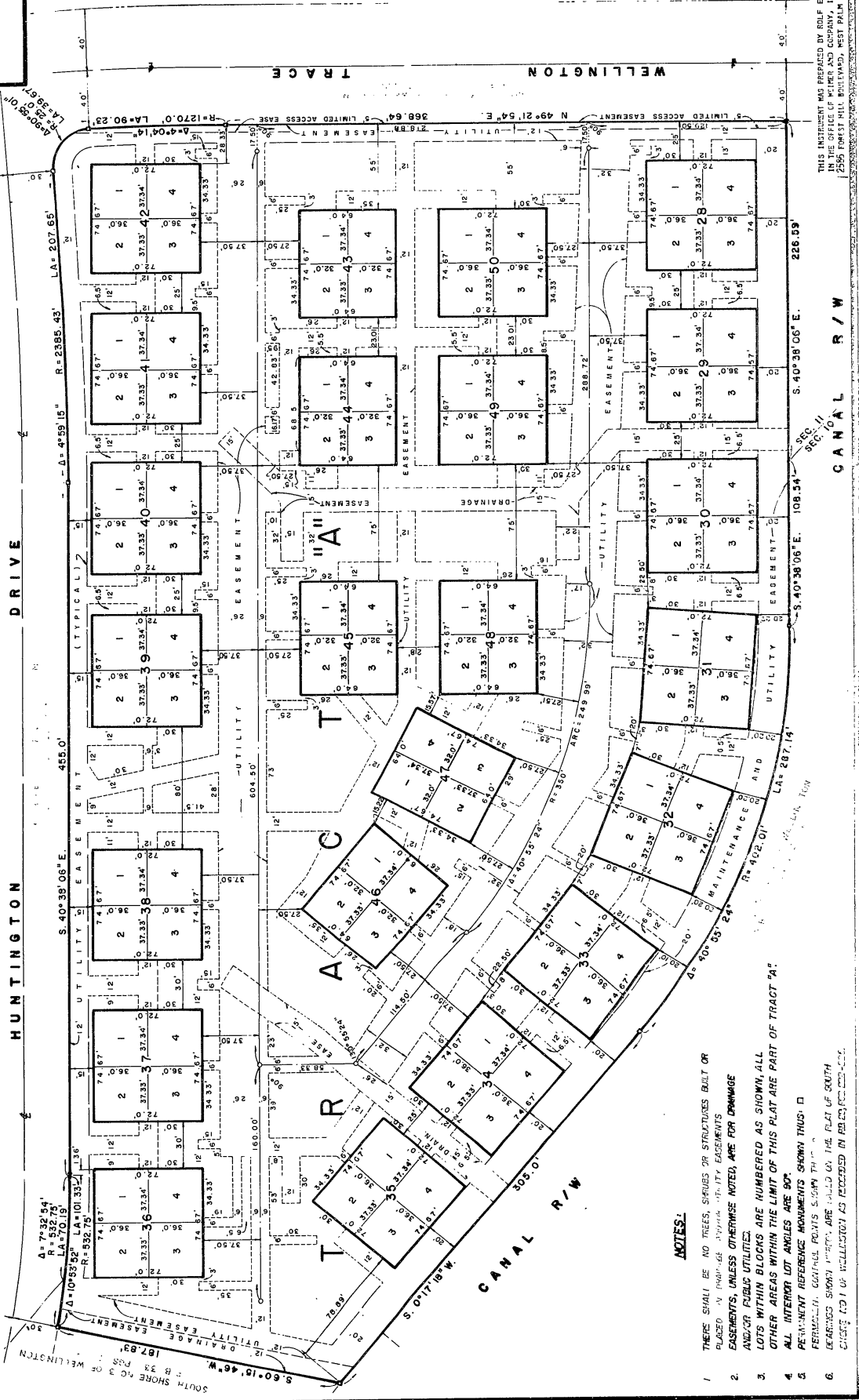
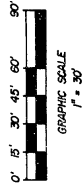
The French Quarter

SHEET 2 OF 2

WEIMER AND COMPANY
LAND SURVEYORS - PLANNERS - ENGINEERS
2801 FOREST HILL BOULEVARD, WEST PALM BEACH, FLORIDA 33406

PLD. TABULATIONS

TOTAL ACRES	7.72	ACRES
TOTAL NO. OF BUILDINGS	23	
NUMBER OF UNITS PER BUILDING	4	
TOTAL NO. OF UNITS	92	
NUMBER OF UNITS PER ACRE	11.92	



NOTES:

1. THERE SHALL BE NO TREES, SHRUBS OR STRUCTURES BUILT OR PLACED IN ANY OF THE UTILITY EASEMENTS.
2. EASEMENTS, UNLESS OTHERWISE NOTED, ARE FOR DRAINAGE AND/OR PUBLIC UTILITIES.
3. ALL LOTS WITHIN BLOCKS ARE NUMBERED AS SHOWN. ALL OTHER AREAS WITHIN THE LIMIT OF THIS PLAT ARE PART OF TRACT "A".
4. ALL INTERIOR LOT ANGLES ARE 90°.
5. PERMANENT REFERENCE MONUMENTS SHOWN THUS: □
6. REMAINING CORNER MONUMENTS SHOWN THUS: △

THIS INSTRUMENT WAS PREPARED BY ROSE EMMET MEYER
A PROFESSIONAL LAND SURVEYOR
2555 FOREST HILL BOULEVARD, WEST PALM BEACH, FL. 33406

This Instrument Prepared By:
John C. Schneider, Esquire
Wood, Cobb, Murphy & Craig
500 Comeau Building
319 Clematis Street
West Palm Beach, Fl., 33401

AFFIDAVIT

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME the undersigned authority, personally appeared
PASQUALE DeVIVO, who being by me first duly sworn deposes and
says:

1. Your deponent is the President of VIEW LINE, INC., the
developer of the premises shown on a plat described as "Plat
No. 3 of The French Quarter of Wellington, P.U.D". This Plat
was recorded in Plat Book 37, at pages 127 and 128 of the Public
Records of Palm Beach County, Florida.


2. The Plat refers to a Dedication of Tract A therein to
The French Quarter Homeowners Association for its use. As of
the date June 6, 1979, no Homeowners Association had been formed.
The plat reference to an Association was made with the intention
of forming a Florida corporation, not for profit, in the future
to serve as the owner and the party obligated to maintain the
Tract A premises.

3. Shakerwood Association, Inc., a Florida corporation
not for profit, was incorporated November 20, 1979, to be the
"association" referred to on the Plat. A copy of that
Association's Articles of Incorporation was filed November 30,
1979, in Official Record Book 3185, page 714, of the Public
Records of Palm Beach County, Florida.

4. No other Homeowners Association or entity has been formed
or created for the purpose of receiving or owning the Tract
A premises as described in the Dedication in the plat referred
to above.


PASQUALE DeVIVO

The foregoing Affidavit was sworn to, subscribed and
acknowledged before me by PASQUALE DeVIVO, on this 16TH day
of October, 1980.


Notary Public, State and
County aforesaid

My Commission Expires: 3/1/82

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

Exhibit "J"

B3185 P0713

EXHIBIT A

A parcel of land situate in Palm Beach County, Florida described as Plat No. 3 of The French Quarter of Wellington P.O.D. according to the Map or Plat thereof as recorded in Plat Book 37, Page 127 and 128 of the Public Records of Palm Beach County, Florida.

Exhibit "K"

SHAKERWOOD ASSOCIATION INC.--Parcel Owners --Exhibit "L"

1510 SHAKER CIR., WELLINGTON, FL 33414
FRENCH QUARTER NO 3 LT 1 BLK 36
EVA TONNSEN

1512 SHAKER CIR., WELLINGTON, FL 33414
FRENCH QUARTER NO 3 LT 4 BLK 36
PARBOOSINGH CHATO P

1514 SHAKER CIR., WELLINGTON, FL 33414
FRENCH QUARTER NO 3 LT 3 BLK 36
DE VIRGILIO, ROSEMARY

1516 SHAKER CIR., WELLINGTON, FL 33414
FRENCH QUARTER NO 3 LT 2 BLK 36
MARTIN, PATRICIA C

1518 SHAKER CIR., WELLINGTON, FL 33414
FRENCH QUARTER NO 3 LT 1 BLK 37
IBERSER LLC

1520 SHAKER CIR., WELLINGTON, FL 33414
FRENCH QUARTER NO 3 LT 4 BLK 37
VILLATORO, DENISSE

1522 SHAKER CIR., WELLINGTON, FL 33414
FRENCH QUARTER NO 3 LT 3 BLK 37
ESPINOZA, JORGE & ESPINOZA, OLGA

1524 SHAKER CIR., WELLINGTON, FL 33414
FRENCH QUARTER NO 3 LT 2 BLK 37
LABSON, JON & PRIETO, HEATHER

1526 SHAKER CIR., WELLINGTON, FL 33414
FRENCH QUARTER NO 3 LT 1 BLK 38
HAMMOND, BRITTNEY & HAMMOND, JORDAN

1528 SHAKER CIR., WELLINGTON, FL 33414
FRENCH QUARTER NO 3 LT 4 BLK 38
FONTENELE, ELISABETE G & FONTENELE, HELIO L

1530 SHAKER CIR., WELLINGTON, FL 33414
FRENCH QUARTER NO 3 LT 3 BLK 38
KIM, BURIM

1532 SHAKER CIR., WELLINGTON, FL 33414
FRENCH QUARTER NO 3 LT 2 BLK 38
BRITELL, MAUREEN

1533 SHAKER CIR., WELLINGTON, FL 33414
FRENCH QUARTER NO 3 TRACT A
SHAKERWOOD ASSOCIATION, INC. (no deed)

1534 SHAKER CIR., WELLINGTON, FL 33414
FRENCH QUARTER NO 3 LT 1 BLK 39
1534 SHAKER CIRCLE LAND TRUST c/o CHAPPELL, JAMES D as Trustee and REDMAN, DONALD TRUS'

1536 SHAKER CIR., WELLINGTON, FL 33414
FRENCH QUARTER NO 3 LT 4 BLK 39
GONZALEZ, ANACOANA & ROMAN, CARLOS A

1538 SHAKER CIR., WELLINGTON, FL 33414
FRENCH QUARTER NO 3 LT 3 BLK 39
PERDOMO, ANA X

1540 SHAKER CIR., WELLINGTON, FL 33414
FRENCH QUARTER NO 3 LT 2 BLK 39
AFFIGNE, ANALA

1542 SHAKER CIR., WELLINGTON, FL 33414
FRENCH QUARTER NO 3 LT 1 BLK 40
GAMEZ, AMERICO & ZORRO, SANDRA G

1544 SHAKER CIR., WELLINGTON, FL 33414
FRENCH QUARTER NO 3 LT 4 BLK 40
ARVELO, ALI POMPEYO VALLS

1546 SHAKER CIR., WELLINGTON, FL 33414
FRENCH QUARTER NO 3 LT 3 BLK 40
CARISTO, HOLLY & CARISTO, RALPH

1548 SHAKER CIR., WELLINGTON, FL 33414
FRENCH QUARTER NO 3 LT 2 BLK 40
SECORD, AMY L

1550 SHAKER CIR., WELLINGTON, FL 33414
FRENCH QUARTER NO 3 LT 1 BLK 41
BEAULIEU, DANIEL & BEAULIEU, VALERIE

1552 SHAKER CIR., WELLINGTON, FL 33414
FRENCH QUARTER NO 3 LT 4 BLK 41
OWENS, AMANDA I & OWENS, ANDREW M

1554 SHAKER CIR., WELLINGTON, FL 33414
FRENCH QUARTER NO 3 LT 3 BLK 41
TOLEDO, JAKSIRI & ANTONIO

1556 SHAKER CIR., WELLINGTON, FL 33414
FRENCH QUARTER NO 3 LT 2 BLK 41
ROSS, JARELL AND MARYNEL

1558 SHAKER CIR., WELLINGTON, FL 33414
FRENCH QUARTER NO 3 LT 1 BLK 42
PIKE, RONALD H, TRUSTEE of the Ronald H. Pike Revocable Trust

1560 SHAKER CIR., WELLINGTON, FL 33414
FRENCH QUARTER NO 3 LT 4 BLK 42
WATERMARK PROPERTY MANAGEMENT LLC

1562 SHAKER CIR., WELLINGTON, FL 33414
FRENCH QUARTER NO 3 LT 3 BLK 42
LEHMANN, BRENDA & RODEGHIERO, LEONARDO

1564 SHAKER CIR., WELLINGTON, FL 33414
FRENCH QUARTER NO 3 LT 2 BLK 42
FARRELL, NICHOLAS

1565 SHAKER CIR., WELLINGTON, FL 33414
FRENCH QUARTER NO 3 LT 1 BLK 43
CLEMENTE, REGINA & LOPEZ, JOSEPH WILLIAM JR

1567 SHAKER CIR., WELLINGTON, FL 33414
FRENCH QUARTER NO 3 LT 4 BLK 43
MATTHIE, CAMOY & MATTHIE, NADINE D

1569 SHAKER CIR., WELLINGTON, FL 33414
FRENCH QUARTER NO 3 LT 3 BLK 43
PROPHETE, JEAN E

1571 SHAKER CIR., WELLINGTON, FL 33414
FRENCH QUARTER NO 3 LT 2 BLK 43
FREY, ROBERT & SJOHOLM, DANIELLE

1573 SHAKER CIR., WELLINGTON, FL 33414
FRENCH QUARTER NO 3 LT 1 BLK 50
PYTEL, EILEEN & PYTEL, ROY F (see deed)

1575 SHAKER CIR., WELLINGTON, FL 33414
FRENCH QUARTER NO 3 LT 4 BLK 50

PYTEL, EILEEN & PYTEL, ROY F

1577 SHAKER CIR., WELLINGTON, FL 33414
FRENCH QUARTER NO 3 LT 3 BLK 50
PYTEL, EILEEN & PYTEL, ROY F

1579 SHAKER CIR., WELLINGTON, FL 33414
FRENCH QUARTER NO 3 LT 2 BLK 50
PYTEL, EILEEN & PYTEL, ROY F

1582 SHAKER CIR., WELLINGTON, FL 33414
FRENCH QUARTER NO 3 LT 1 BLK 28
CHAN, MOHAMED & ZWAN, MOHAMED N

1584 SHAKER CIR., WELLINGTON, FL 33414
FRENCH QUARTER NO 3 LT 4 BLK 28
SCINSKI, SONIA P & SCINSKI, THEODORE R. II

1586 SHAKER CIR., WELLINGTON, FL 33414
FRENCH QUARTER NO 3 LT 3 BLK 28
STEPCO, LLC

1588 SHAKER CIR., WELLINGTON, FL 33414
FRENCH QUARTER NO 3 LT 2 BLK 28
LOPEZ, WALTER & SOTO, ELIZABETH

1590 SHAKER CIR., WELLINGTON, FL 33414
FRENCH QUARTER NO 3 LT 1 BLK 29
SHEN, LAI MEE

1592 SHAKER CIR., WELLINGTON, FL 33414
FRENCH QUARTER NO 3 LT 4 BLK 29
ROVNYAK, VALERIE

1594 SHAKER CIR., WELLINGTON, FL 33414
FRENCH QUARTER NO 3 LT 3 BLK 29
HERARD, GUY M & HERARD, CHANTALE

1596 SHAKER CIR., WELLINGTON, FL 33414
FRENCH QUARTER NO 3 LT 2 BLK 29
MARTINEZ, CATHY

1598 SHAKER CIR., WELLINGTON, FL 33414
FRENCH QUARTER NO 3 LT 1 BLK 30
GIRGIS, DALIA & GRACE, RAMEZ

1600 SHAKER CIR., WELLINGTON, FL 33414

FRENCH QUARTER NO 3 LT 4 BLK 30
CUCUZZO, JOSEPH AND DANIELLE

1602 SHAKER CIR., WELLINGTON, FL 33414
FRENCH QUARTER NO 3 LT 3 BLK 30
VALCARCEL, ADANEY AND ERICK

1604 SHAKER CIR., WELLINGTON, FL 33414
FRENCH QUARTER NO 3 LT 2 BLK 30
RU OF PALM BEACH LLC

1606 SHAKER CIR., WELLINGTON, FL 33414
FRENCH QUARTER NO 3 LT 1 BLK 31
VALLEJO, VICTOR H

1608 SHAKER CIR., WELLINGTON, FL 33414
FRENCH QUARTER NO 3 LT 4 BLK 31
SUTHERLAND, LAURIE

1610 SHAKER CIR., WELLINGTON, FL 33414
FRENCH QUARTER NO 3 LT 3 BLK 31
FELISE INVESTMENT LLC

1612 SHAKER CIR., WELLINGTON, FL 33414
FRENCH QUARTER NO 3 LT 2 BLK 31
VATTIAT, JOHN J JR & VATTIAT, JOHN J SR & VATTIAT, VIRGINIA A

1614 SHAKER CIR., WELLINGTON, FL 33414
FRENCH QUARTER NO 3 LT 1 BLK 32
SEGOVIA-CARVAJAL, SOFIA C & CARVAJAL-TONATO, IRENE E & SEGOVIA COCA, ROBERTO M.

1616 SHAKER CIR., WELLINGTON, FL 33414
FRENCH QUARTER NO 3 LT 4 BLK 32
HACHIKO INVESTMENTS LLC

1617 SHAKER CIR., WELLINGTON, FL 33414
FRENCH QUARTER NO 3 LT 4 BLK 47
ANTONIK, MAUREEN

1618 SHAKER CIR., WELLINGTON, FL 33414
FRENCH QUARTER NO 3 LT 3 BLK 32
RT HOMES LLC

1619 SHAKER CIR., WELLINGTON, FL 33414
FRENCH QUARTER NO 3 LT 3 BLK 47
EZZELDIN, AMIR

1620 SHAKER CIR., WELLINGTON, FL 33414
FRENCH QUARTER NO 3 LT 2 BLK 32
JARAMILLO, CHRISTIAN & MALAVE, KRISTEN A

1621 SHAKER CIR., WELLINGTON, FL 33414
FRENCH QUARTER NO 3 LT 2 BLK 47
ACOSTA, JOSE & RODRIGUEZ, ROSALYN

1622 SHAKER CIR., WELLINGTON, FL 33414
FRENCH QUARTER NO 3 LT 1 BLK 33
LIANG, SHAOJIE

1623 SHAKER CIR., WELLINGTON, FL 33414
FRENCH QUARTER NO 3 LT 1 BLK 47
DAVILA, MICHELE

1624 SHAKER CIR., WELLINGTON, FL 33414
FRENCH QUARTER NO 3 LT 4 BLK 33
MELCHOR, LINA M

1625 SHAKER CIR., WELLINGTON, FL 33414
FRENCH QUARTER NO 3 LT 1 BLK 46
TEWFIK, FOUAD

1626 SHAKER CIR., WELLINGTON, FL 33414
FRENCH QUARTER NO 3 LT 3 BLK 33
SHEIKH, NURUDDIN

1627 SHAKER CIR., WELLINGTON, FL 33414
FRENCH QUARTER NO 3 LT 4 BLK 46
MORALES, ALEJANDRA

1628 SHAKER CIR., WELLINGTON, FL 33414
FRENCH QUARTER NO 3 LT 2 BLK 33
GIBSON, ZACHARY & HALE, BRIDGET

1629 SHAKER CIR., WELLINGTON, FL 33414
FRENCH QUARTER NO 3 LT 3 BLK 46
DAVICINO, NORMA & GRACIA, FERMIN H

1630 SHAKER CIR., WELLINGTON, FL 33414
FRENCH QUARTER NO 3 LT 1 BLK 34
ULYSES LLC

1631 SHAKER CIR. WELLINGTON, FL 33414
FRENCH QUARTER NO 3 LT 2 BLK 46
MURCIA, CLAUDIA

1632 SHAKER CIR., WELLINGTON, FL 33414
FRENCH QUARTER NO 3 LT 4 BLK 34
OGLE, JUDITH A

1634 SHAKER CIR., WELLINGTON, FL 33414
FRENCH QUARTER NO 3 LT 3 BLK 34
WALBORN, HEATHER M & WALBORN, JOHN M

1636 SHAKER CIR., WELLINGTON, FL 33414
FRENCH QUARTER NO 3 LT 2 BLK 34
FRAGA, DEBORAH S

1638 SHAKER CIR., WELLINGTON, FL 33414
FRENCH QUARTER NO 3 LT 1 BLK 35
HERRERA-LOPEZ, WALDIN

1640 SHAKER CIR., WELLINGTON, FL 33414
FRENCH QUARTER NO 3 LT 4 BLK 35
VERONA VENTURES LLC

1642 SHAKER CIR., WELLINGTON, FL 33414
FRENCH QUARTER NO 3 LT 3 BLK 35
RACE, MELISSA & RACE, THOMAS

1644 SHAKER CIR., WELLINGTON, FL 33414
FRENCH QUARTER NO 3 LT 2 BLK 35
MEMBRENO-STUART, ANA S & STUART, SHASTRI Z

11972 SHAKERWOOD LN., WELLINGTON, FL 33414
FRENCH QUARTER NO 3 LT 1 BLK 44
NASSIF, TAMER

11974 SHAKERWOOD LN., WELLINGTON, FL 33414
FRENCH QUARTER NO 3 LT 4 BLK 44
SMITH, TABITHA

11976 SHAKERWOOD LN., WELLINGTON, FL 33414
FRENCH QUARTER NO 3 LT 3 BLK 44
EL PALENQUE LLC

11978 SHAKERWOOD LN., WELLINGTON, FL 33414
FRENCH QUARTER NO 3 LT 2 BLK 44
VAIGAUSKAITE, BARBARA

11982 SHAKERWOOD LN., WELLINGTON, FL 33414
FRENCH QUARTER NO 3 LT 1 BLK 49

CAMPBELL, JASMINE P & CAMPBELL, DAVID PAUL & MOSES, TRESJUAN

11984 SHAKERWOOD LN., WELLINGTON, FL 33414
FRENCH QUARTER NO 3 LT 4 BLK 49
SCHWALM, KATELYN

11986 SHAKERWOOD LN., WELLINGTON, FL 33414
FRENCH QUARTER NO 3 LT 3 BLK 49
PARRA, GUILLERMO

11988 SHAKERWOOD LN., WELLINGTON, FL 33414
FRENCH QUARTER NO 3 LT 2 BLK 49
XU, YAMIN & XU, YUAN

11983 SHAKERWOOD LN., WELLINGTON, FL 33414
FRENCH QUARTER NO 3 LT 1 BLK 45
DORVIL, DOUNIA & LOUISSAINT, WOLF

11985 SHAKERWOOD LN., WELLINGTON, FL 33414
FRENCH QUARTER NO 3 LT 4 BLK 45
SCARBOROUGH HOLDINGS LLC

11987 SHAKERWOOD LN., WELLINGTON, FL 33414
FRENCH QUARTER NO 3 LT 3 BLK 45
OCHSNER, EDWARD & OCHSNER, THERESA

11989 SHAKERWOOD LN., WELLINGTON, FL 33414
FRENCH QUARTER NO 3 LT 2 BLK 45
BOLDIN, ELNORA L

11993 SHAKERWOOD LN., WELLINGTON, FL 33414
FRENCH QUARTER NO 3 LT 1 BLK 48
GRACE, RAMEZ & MAKAR, SHERIF

11995 SHAKERWOOD LN., WELLINGTON, FL 33414
FRENCH QUARTER NO 3 LT 4 BLK 48
COCHRANE, AMERICA & COCHRANE, REYNOLDS J

11997 SHAKERWOOD LN., WELLINGTON, FL 33414
FRENCH QUARTER NO 3 LT 3 BLK 48
MEGALY, MAHA

11999 SHAKERWOOD LN., WELLINGTON, FL 33414
FRENCH QUARTER NO 3 LT 2 BLK 48
ROBINSON, JAHMAR & SHELLY-ROBINSON, ANTONIA