

Record & Return To: w/c61

This instrument prepared by:
RONALD L. PLATT, ESQ.
170 N.W. Spanish River Blvd.
Boca Raton, Florida 33431

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RONALD L. PLATT, ESQ.
INDEPENDENCE TITLE OF BOCA RATON, INC.
170 N.W. SPANISH RIVER BLVD.
BOCA RATON, FLORIDA 33431

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR
THE HILLS OF LAKE EDEN

THIS DECLARATION OF COVENANTS AND RESTRICTIONS, made and executed this 25th day of April, 1997 by Kennedy Properties, Ltd., a Florida limited partnership ("Declarant"/"Developer"),

W I T N E S S E T H :

WHEREAS, Declarant/Developer is the owner of certain real property located in Palm Beach County, Florida, which is more particularly described in EXHIBIT A affixed hereto and made a part hereof. Declarant is desirous of subjecting it's real property to the covenants, conditions and restrictions hereinafter set forth, each and all of which are for the benefit of said property and each present and future owner and shall apply to and bind every present and future owner of said property and their heirs, successors and assigns; and,

WHEREAS, the purpose of these covenants and restrictions is to provide a property owner's association which will have the responsibility for providing the operation and maintenance of the common grounds, private roadways, if any, and recreational facility, if any, which serve the Units herein described and to promote the health, safety and welfare of the Owners of the residences within the Properties; and,

WHEREAS, Declarant herein, and the Purchaser's from Declarant herein will take title subject to the terms and conditions set forth in to the Declaration of Covenants herein; and

NOW, THEREFORE, Declarant hereby declares that the real property described in EXHIBIT A is and shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

ARTICLE 1

DEFINITIONS

The following terms as used in this Declaration, shall have the following meanings:

- 1.1 "THE HILLS OF LAKE EDEN" shall mean and refer to all real property subject to the Declaration of Covenants herein.
- 1.2 "Development Review Board" or "D.R.B." shall mean and refer to that permanent committee of the Association, created for the purpose of establishing and enforcing criteria for the construction of Improvements within the Property and other properties subject to the control of the Association.
- 1.3 "Assessment" shall mean and refer to those charges made by the Association from time to time, against each Lot within the Property, for the purposes and subject to the terms set forth herein including without limitation, all general, special, emergency special and individual assessments and all special assessments for non-compliance.
- 1.4 "Association" shall mean and refer to THE HILLS OF LAKE EDEN HOMEOWNER'S ASSOCIATION, INC., a Florida corporation not for profit, and its successors and assigns.
- 1.5 "City" shall mean and refer to the City of Boynton Beach, Florida.
- 1.6 "Common Expenses" shall mean and refer to all expenses incurred by the Association in connection with its ownership, maintenance and other obligations set forth herein.
- 1.7 "Common Property" shall mean and refer to all portions of the property which are intended for the common use and enjoyment of the Owners, and which are identified and dedicated or reserved to the Association on the recorded subdivision plats of the Property, or conveyed to the Association by deed, and any personal property acquired by the Association.

- 1.8 "County" shall mean and refer to Palm Beach County, Florida.
- 1.9 "Declarant" shall mean KENNEDY PROPERTIES, LTD. a Florida Limited partnership. Declarant shall be interchangeable with Developer herein.
- 1.10 "Declaration" shall mean and refer to this instrument and all exhibits hereto, as to may be amended from time to time.
- 1.11 "Developer" shall mean and refer to KENNEDY PROPERTIES, LTD., a Florida Limited partnership. Developer shall be interchangeable with Declarant herein.
- 1.12 "Improvements" shall mean and refer to all structures of any kind including, without limitation, any building, fence, wall, sign, paving, grading, parking or building addition, alteration, screen enclosure, sewer, drain, disposal system, decorative building, patio, landscaping, or landscape device or object.
- 1.13 "Limited Common Property" shall mean and refer to such portions of the Common Property as are intended for the exclusive use (subject to the rights of the County and the public) of the Owners of specific Lots, and shall specifically include the mailbox structure serving the Lot which may be located on the Common Property, as designated by the Declarant. Unless otherwise provided, specifically to the contrary, reference to the Common Property shall include the Limited Common Property.
- 1.14 "Lot" shall mean and refer to a tract of real property designated as a residential building lot on any plat of the Property, whether improved or unimproved.
- 1.15 "Member" shall mean and refer to a member of the Association and as used throughout this Declaration is synonymous with the term "Owner" and said terms are used herein interchangeably.

- 1.16 "Mortgagee" shall mean and refer to any lending institution having a first mortgage lien upon a Lot or any portion of the Property, including any of the following: (a) a federal or state savings and loan association or commercial bank doing business in the State of Florida, (b) a federal or state savings and loan association doing business in the State of Florida, (c) an insurance company or subsidiary thereof doing business in the State of Florida which is approved by the Insurance Commissioner of the State of Florida, (d) a real estate investment trust or mortgage banking company licensed to do business in the State of Florida, (e) the Federal National Mortgage Association, (f) a pension or profit sharing fund qualified under the United States Internal Revenue Code, (g) any subsidiary of the foregoing licensed or qualified to make mortgage loans in the State of Florida, (h) an agency of the United States Government or (i) Developer or Declarant.
- 1.17 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, excluding, however, any Mortgagee unless and until such Mortgagee has acquired title pursuant to foreclosure or any proceeding or deed in lieu of foreclosure and as used throughout this Declaration, the term "Owner" is synonymous with the term "Member" and said terms are used herein interchangeably.
- 1.18 "Property" shall mean and refer to a portion of that certain real property legally described in Exhibit "A" attached hereto and made a part hereof, and any other real property which may from time to time be made subject to this Declaration in the manner provided in Article 2 hereof. The property referred to herein when finished will have fifty-six (56) single family Lots constructed thereon.
- 1.19 "Street" shall mean and refer to any street, highway or other thoroughfare within THE HILLS OF LAKE EDEN and which is a part of the Common Property, whether same is designated as street,

avenue, boulevard, drive, place, court, road, terrace, way, circle, lane, walk or other similar designation.

- 1.20 "Traffic Regulations" shall mean and refer to the speed limits and traffic regulations which may be promulgated by the Association for use of the streets and the "no parking" signs which may be posted by the Association throughout THE HILLS OF LAKE EDEN pursuant to Section 4.5 of the Declaration.
- 1.21 "Turnover Meeting" shall mean and refer to the special meeting of the Members for the purpose of electing officers and directors pursuant to Section 3.3 hereof.
- 1.22 "Unimproved Lot" shall mean and refer to a Lot owned by the Declarant for which a certificate of occupancy or completion for a Unit has not been issued by the City or which has not been conveyed by the Declarant to any Owner other than Declarant.
- 1.23 "Unit" shall mean and refer to a residential dwelling constructed on a Lot, for which a Certificate of Occupancy or Completion has been issued, and shall include the garage and courtyard, if any, attached to the dwelling.

ARTICLE 2

PROPERTY SUBJECT TO THIS DECLARATION

- 2.1 Existing Property. The initial Property subject to this Declaration upon the recordation hereof in the Palm Beach County Public Records, is the Property described in Exhibit "A" attached hereto.
- 2.2 Additional Property. Declarant may, at any time and from time to time, subject any additional property within THE HILLS OF LAKE EDEN to this Declaration by recording in the public records of the County an amendment to this Declaration specifying such additional property. Such amendments may be

made by Declarant without the joinder or consent of other Owners or Mortgagees of any portion of THE HILLS OF LAKE EDEN, or any other person or entity, with the exception only of the County and City.

ARTICLE 3

THE HILLS OF LAKE EDEN HOMEOWNER'S ASSOCIATION, INC.

3.1 Formation. At or about the time of the recording of this Declaration, Declarant has caused the Association to be formed by the filing of the Articles of Incorporation therefore in the office of the Secretary of State of Florida. The Association is formed to own, operate and maintain the Common Property; enforce the covenants, conditions, restrictions and other provisions set forth in this Declaration and to have such other specific rights, obligations, duties and functions as are set forth in the Declaration and in the Articles of Incorporation and the By-Laws of the Association. Subject to the additional limitations provided herein and in the Articles of Incorporation and By-Laws, the Association shall have all the powers and be subject to the limitations of a not-for-profit corporation as contained in Florida Statutes, Chapter 617, Part I (1990), as amended from time to time, (Corporations Not For-Profit). When city, county, state federal or other agency laws or regulations are more restrictive than those specified in the Declaration of Covenants and Restrictions for the Hills of Lake Eden, Articles of Incorporation or By-Laws of the Association the more restrictive shall govern.

3.2 Membership. A person or entity shall automatically become a Member of the Association upon acquisition of fee simple title to any Lot and filing a deed therefore in the public records of the County. Membership shall continue until such time as the Member transfers or conveys his interest of record or the interest is transferred and conveyed by operation of law, at which time membership, with respect to the Lot conveyed shall automatically be conferred upon the transferee. Membership

shall be appurtenant to, and may not be separated from, ownership of a Lot subject to this Declaration. No person or entity holding an interest of any type or nature whatsoever in a Lot only as security for the performance of an obligation shall be a Member. Declarant, by including additional property within the imposition of this Declaration, may cause additional membership in the Association and may designate the ownership basis for such additional membership. There shall be only one (1) voting member per Lot, regardless of how the deed or instrument evidencing ownership of a particular lot is set forth.

3.3 Voting. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners and shall be entitled to one vote for each Unit owned. When more than one person holds an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Unit.

Class B. The Class B members shall be the Declarant and shall be entitled to one thousand (1,000) votes. The Class B membership shall cease on the happening of one of the following events, whichever occurs earlier:

- (a) Until the closing of the sale of the last lot located within the Property, or
- (b) Seven (7) years following conveyance of the first Unit in the Properties to a Unit purchaser; or
- (c) Such earlier date as Declarant may determine.

3.4 Administration of the Association. The affairs of the Association shall be administered by the Board of Directors in accordance with this Declaration, the Articles of Incorporation and the By-Laws of the Association. The Articles of Incorporation and By-Laws may be amended in the

manner set forth therein; provided, however, that no such amendment shall conflict with the terms of this Declaration or adversely affect the rights of Declarant without Declarant's prior written approval; and provided further, that no amendment, alteration or rescision may be made which affects the rights or privileges of any Mortgagee without the prior written approval of the Mortgagee so affected, and any attempt to amend, alter or rescind contrary to this prohibition shall be of no force or effect.

3.5 Suspension of Membership Rights. No member shall have any vested right, interest or privilege in or to the assets, functions, affairs or franchises of the Association, or any right, interest or privilege which may be transferable, or which shall continue after this membership ceases, or while he is not in good standing. A Member shall be considered "not in good standing" during any period of time in which he is delinquent in the payment of any Assessment, or in violation of any provision of this Declaration or of any rules or regulations or Traffic Regulations promulgated by the Association. While not in good standing, the Member shall not be entitled to vote or exercise any other right or privilege of a Member of the Association.

3.6 Control by Declarant.

3.6.1 Anything contained herein to the contrary notwithstanding, Declarant shall have the right to retain control of the Association until the earlier of the following events:

a) until the closing of the sale of the last Lot located within the Property, or

b) such earlier time as is determined by Declarant in declarant's sole discretion. Prior to ninety (90) days after the happening of the earliest of the forgoing events, the Association shall conduct the Turnover Meeting. So long as it retains control of the Association, Declarant shall have the right to

appoint three (3) members of the Board of Directors for each Board Member appointed by the Members and to approve the appointment of all officers of the Association, and no action of the Members of the Association shall be effective unless and until approved by Declarant. In the event that Declarant shall enter into any contracts or other agreements for the benefit of Owners or the Association, Declarant may, at its option, assign its obligations under such contracts or agreements to the Association, and in such event the Association shall be required to accept such obligations.

3.6.2 After turnover of control of the Association, no action shall be taken or decision adopted by the Board which would adversely impact on the construction, development, sale or marketing of the Property or on the condition or appearance of the Property without the prior written consent of the Declarant; so long as the Declarant has title to at least one lot. The Board shall submit such decisions and actions to the Declarant, for approval. The Declarant shall approve or disapprove such decisions and actions within thirty (30) days after receipt thereof. In the event the Declarant fails to act within such time period, such failure shall be deemed approval by the Declarant.

ARTICLE 4

MISCELLANEOUS PROPERTY RIGHTS IN THE COMMON PROPERTY

4.1 Title to Common Property. Title to the Common Property shall remain vested in the Declarant until the date that it relinquishes control of the Association, as such date is defined hereinabove. Notwithstanding the manner in which fee simple title is held, the Association shall be responsible for the management, maintenance and operation of the Common Property from and after the date of recordation of this Declaration. Simultaneously with its relinquishment of control

of the Association, Declarant shall convey all of its right, title and interest in the Common Property to the Association. Anything herein contained to the contrary notwithstanding, certain portions of the Common Property may be reserved as Limited Common Property for the exclusive benefit and use of specific Owners.

4.2 Acquisition and Conveyance of Property. The Association shall have the power and authority to acquire and convey such interest in real and personal property as it may deem beneficial to its Members. Such interests may include fee simple or other absolute ownership interests, leaseholds or such other possessory use interests as the Association may determine to be appropriate. Any property acquired pursuant to this section shall be Common Property.

4.3 Perpetual Maintenance of Property. The Association shall, either by virtue of the appointment of a real estate management agent or through its own personnel, be responsible for the perpetual maintenance and repair of the Common Property, and the entry gates and entry signage, if any. Declarant, its affiliates, subsidiaries, successors and assigns maybe the management agent and nothing shall be deemed to invalidate any management or maintenance agreement between the Association and Declarant or its affiliates, subsidiaries, successors and assigns for the reason that at the time of entering into the management or maintenance agreement, the employees, officers or agents of Declarant, or its affiliates, subsidiaries, successors and assigns are the officers, directors or employees of the Association. Specifically, the property the Association shall maintain and be responsible for shall include the following:

4.3.1 All roads within the Property which are dedicated or reserved to the Association on any plat of any portion of the Property or conveyed by deed to the Association.

4.3.2 All landscaping of the Common Property, including

without limitation, all sodding, irrigation and the planting and care of trees and shrubbery.

4.3.3 The entry gates, entry signage, and entry features, if any, located on the Common Property.

4.3.4. The Common Area swimming pool and cabana/bathrooms, if any.

4.4 Rules and Regulations Governing Use of Property. The Association, through its Board of Directors, shall regulate the use of the Property by Owners and may from time to time promulgate rules and regulations consistent with this Declaration governing the use thereof as it may deem to be in the best interest of its Members. No rules or regulations may be adopted which would adversely affect the rights of any Mortgagee without the prior written consent of such Mortgagee. A copy of all rules and regulations established hereunder and any amendments thereto shall be all Members at the Association office. Such rules and may be enforced by legal or equitable action.

4.5 Traffic Regulation. Subject to approval by the City, the Association, through its Board of Directors, shall have the right to post and promulgate Traffic Regulations throughout THE HILLS OF LAKE EDEN for use of the Streets. A copy of all Traffic Regulations established hereunder and any amendments thereto shall be made available to all members for inspection at the office of the Association. The Association, through its Boards of Directors, shall also have the right to establish enforcement mechanisms for violation of the Traffic Regulations, including without limitation, the assessment of special assessments for non-compliance, which shall be collected pursuant to Article 6 of this Declaration, the removal of vehicles from the Property, and the suspension of Owners' rights and easements of enjoyment provided herein. Upon request, but in no event later than thirty (30) days after the imposition of any remedy for violation of a Traffic Regulation, those who violate the Traffic Regulations shall be

entitled to a hearing before the Board of Directors and forty-eight (48) hours notice prior to the date of such hearing.

4.6 Owners' Easements of Enjoyment. Subject to the provisions herein below, each Owner shall have a right and easement of enjoyment in and to the Common Property which shall be appurtenant to, and shall pass with the title to each Lot.

4.7 Extent of Owner's Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

4.7.1 The right of Declarant and the Association to borrow money for the purpose of improving the Common Property and in connection therewith, to mortgage the Common Property.

4.7.2 The right of Declarant and the Association to take such steps as are reasonably necessary to protect the Common Property against foreclosure.

4.7.3 The right of the Association to suspend the enjoyment rights and easements of any Owner for any period during which an Assessment remains unpaid by that Owner, and for any period during which such Owner is in violation of this Declaration or any of the rules and regulations or the Traffic Regulations.

4.7.4 The right of the Association to maintain the Common Property and other property described in paragraph 4.3 of this Declaration.

4.7.5 The rules and regulations governing the use and enjoyment of the Property and the Traffic Regulations, as promulgated by the Association.

4.7.6 The right of the Declarant and the Association to dedicate or transfer all or any part of the Common Property to any governmental or quasi-governmental agency, authority, utility, water management or water control district.

4.7.7 Restrictions, dedications and easements contained on any plat, or filed separately, with respect to all or

- any portion of the Property.
- 4.7.8 All of the provisions of this Declaration, and the Articles of Incorporation and By-Laws of the Association, and all rules and regulations and Traffic Regulations adopted by the Association, as some may be amended from time to time.
- 4.7.9 The Owner's easements of enjoyment shall be subject to the Common Property and the Lots for present and future utility services to the Property, including, but not limited to, easements for water pipes, sanitary sewer pipes, emergency sewer lines, storm drainage pipes, sprinkler pipes, telephone cables, security wires and street lights. Easements for such utility services are reserved by Declarant for all buildings and improvements which have been or may be constructed on the Property and Declarant may grant specific easements to utility companies and others as reasonably necessary.
- 4.7.10 In case of any emergency originating in, or threatening any Lot, regardless of whether the Owner is present at the time of such emergency, the Board of Directors of the Association, or any other person authorized by the Association, or the management agent under a management agreement, shall have the right to enter such Lot and the Improvements located thereon, for the purpose of remedying, or abating the cause of such emergency, such right of entry shall be immediate.
- 4.7.11 The Owners' easements of enjoyment shall be subject to the rights reserved by Declarant, for future development of the Property. As a material condition for ownership of a Lot, each Owner, by accepting a deed to a Lot, releases Declarant from any claim for interference of his quiet enjoyment of his Lot or the Common Property, due to the development of the Property, whether or not the construction operations are performed on the Common Property or the Lots, and

each Owner acknowledges and agrees that Declarant shall have the sole right of design, construction, development and improvement of the Common Property, and the Lots within the Property.

4.8 Continual Maintenance. In the event of a permanent dissolution of the Association, the Members shall immediately thereupon hold title to the Common Property as tenants in common and shall collectively provide the continued maintenance and upkeep thereof. In no event shall the County or City be obligated to accept any dedication offered to it by the Association or the Members pursuant to this section, but the County and City may accept such a dedication and any such acceptance must be made by formal resolution of the then empowered Board of County Commissioners or the Boynton Beach City Commission. In the event of a dissolution of the Association, for whatever reason, any Owner may petition the circuit court of the 15th Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association place and instead of the association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and the Common Property.

4.9 Plat. Any plat or replat of the Property subject to this Declaration must conform with the Master Plan and Site Plan(s) as approved by the City of Boynton Beach as well as the applicable City Code of Ordinances.

ARTICLE 5

EASEMENTS

5.1 Easement Grants. The following easements are hereby granted and reserved over, across and through the Property:

5.1.1 Easements for the installation and maintenance of utilities are granted as shown on the recorded subdivision plats of the Property. Within these easement areas, no structure, planting or other

material other than sod, shall be placed or permitted to remain (unless approved by all utility users), which may interfere with the installation and maintenance of underground utility facilities. The Association (or such other entity as indicated on the plats) is hereby granted access to all easements within which such underground facilities are located for the purpose of operation, maintenance and replacement thereof.

5.1.2 Easements for the installation and maintenance of drainage facilities are granted to the Association and other entities as shown on the recorded subdivision plats of the Property. Within these easement areas, no structure, planting or other material, other than sod shall be placed or permitted to remain (unless installed by Declarant), which may interfere with such installation and maintenance, or which may obstruct or retard the flow of water through drainage channels. The Association (and any other entity indicated on the plat) shall have access to all such drainage easements for the purpose of operation and maintenance thereof.

5.1.3 The Common Property is hereby declared to be subject to a perpetual non-exclusive easement in favor of the Association, employees and agents of the Association, and of any management or maintenance entity contracted by the Association, in order that such employees, agents or management or maintenance entity may carry out their duties including, without limitation, maintenance of property and the provision of security services) and may have reasonable access to all property dedicated to the Association on the recorded Plat(s) of the Property or conveyed to the Association by deed.

5.1.4 A non-exclusive easement is hereby granted for ingress and egress for pedestrian and vehicular traffic over, through and across streets, walks, parking areas, other rights of way, and such other portions of the

Common Property as may from time to time be intended and designated for such uses and purposes, for the use and benefit of the Owners, their families, guests, employees and invitees, in obtaining reasonable access from the Lots to the abutting public way.

5.1.5 An easement is hereby granted to each Mortgagee for the purpose of access to the property subject to its mortgage.

5.1.6 Easements are hereby reserved throughout the Property by Declarant for its use and the use of its agents, employees, licensees and invitees for all purposes in connection with the development of the property, THE HILLS OF LAKE EDEN. Declarant retains the right to maintain an office located, in its discretion, on the Property until such time as all Lots within THE HILLS OF LAKE EDEN owned by Declarant have been sold to Owners other than Declarant and closed. Declarant shall have the right to maintain a sales agency office, together with a sign or signs on Lots of its choice within the Property, and the Common Property, so long as Declarant is the owner of any property within THE HILLS OF LAKE EDEN.

5.2 Additional Easements. Declarant, and the Association shall have the right to grant additional easements, or to relocate existing easements throughout the Property and to grant permits and licenses throughout the Property for utilities, cable television services, roads and for such other purposes as the Declarant, and the Association may deem to be in the best interests of the Owners, or reasonably necessary or useful for the proper maintenance or operation of the Property.

5.3 Restriction on Owner Easements. No Owner, other than Declarant, shall grant any easement upon any portion of the Property to any person or entity, without the prior written consent of the Association.

ARTICLE 6

ASSESSMENTS AND LIEN

- 6.1 Authority of Association. The Association, through its Board of Directors, shall have the power and authority to make and collect Assessments as hereinafter set forth. All Assessments made by the Association shall be collected by the Association or such agent as shall be designated by the Association for collection of Assessments.
- 6.2 General Assessments. General Assessments shall be determined annually for the purpose of maintenance and management of the Association, the Common Property and maintenance of that portion of the Lots outside of the Units, as hereinafter set forth, and for the purpose of promoting the safety and welfare of the Owners. Without limiting the foregoing, general Assessments shall be used for payment of: operation, maintenance and management of the Association and the Common Property; property taxes and assessments against and insurance coverage for the Common Property; legal and accounting fees; maintenance of any streets dedicated or reserved to the Association; management fees; normal repairs and replacements; charges for utilities used upon the Common Property; maintenance of the pool and cabana areas and bathrooms; cleaning services; the creation of such reserve accounts as may be required from time to time by the Board of Directors; expenses and liabilities incurred by the Association in the enforcement of its rights and duties against the Members or others; maintenance of vacant property; maintenance of that portion of the Lots outside of the Units as hereinafter set forth and all other expenses deemed by the Board of Directors of the Association to be necessary and proper for management, maintenance, repair, operation, enforcement and for the promotion of the safety and welfare of the Owners.
- 6.3 Basis and Collection of General Assessments. The Association shall annually estimate the Common Expenses it expects to incur and the period of time involved therein and shall assess

its Members sufficient monies to meet this estimate. All Lots, except Unimproved Lots, shall be assessed at a uniform rate to be determined by the Association, so that all Lots (except Unimproved Lots) subject to a general Assessment shall be assessed equally. Should the Association at any time determine that the Assessments made are insufficient to pay the Common Expenses, the Board of Directors shall have the authority to levy additional general Assessments to meet such needs. General Assessments shall be payable in advance on a monthly basis.

- 6.4 Special Assessments. The Association shall have the power and authority to levy and collect a special Assessment from each Member for payment of the following: the acquisition of property by the Association; the cost of construction of capital improvements to the Common Property; the cost of construction, reconstruction, unexpected repair or replacement of the Common Property or any capital improvement, and including the necessary fixtures and personal property related thereto; including, without limitation, such costs resulting from an Act of God, hurricane, flood or freeze damage; the expense of indemnification of each Director and Officer of the Association; and any other expenses included in the budget adopted annually by the Association. All Lots, except Unimproved Lots, shall be assessed at a uniform rate. A special Assessment shall be collectible in such manner as the Board of Directors shall determine. If a special Assessment shall exceed FIVE HUNDRED (\$500.00) per Lot, it shall require the approval of the Members of the Association, to be obtained at a duly convened regular or special meeting at which a Quorum exists and which is called at least in part to secure this approval. Approval shall be by an affirmative vote of at least fifty-one percent (51%) of the votes present in person or by proxy.

- 6.5 Emergency Special Assessments. The Association may levy an emergency special Assessment when, in the sole determination

of the Board of Directors, there is potential danger of damage to persons or property. Emergency special Assessments may be utilized to pay for improvements, repairs or replacements. Events justifying emergency special Assessments include, but are not limited to, hurricanes, floods and fires. Emergency special Assessments shall be collected in such manner as the Boards of Directors shall determine.

6.6 Individual Assessments. The Association shall have the power and authority to levy and collect an individual Assessment against a particular Lot for the cost of maintenance, repairs or replacements to the Common Property, or any other property to be maintained by the Association, necessitated by the negligent or willful acts of an owner or his invitees, licensees, family or guests, or for the cost of maintenance, repairs or replacements within or without the Lot, which the Owner thereof has failed or refused to perform. The Association shall have the right to enter into and onto each Lot to perform necessary maintenance, repairs and replacements, including the right to abate or eliminate any nuisance. The individual assessment may include an administrative fee charged by the Association in an amount to be determined by the Board of Directors, in its discretion, from time to time. All individual Assessments shall be collected in such manner as the Board of Directors shall determine.

6.7 Special Assessments for Non-Compliance: In addition to all other remedies provided in this Declaration, the Board of Directors, in its sole discretion, may levy a Special Assessment against an Owner for failure of the Owner, his family, guests, invitees, or employees, to comply with any provision in this Declaration or the Articles, By-Laws, rules and regulations or Traffic Regulations of the Association, provided that the following procedures are followed:

6.7.1 Notice. The Association shall notify the Owner of the infraction or infractions. Included in the Notice

shall be the date and time of the next Board of Directors Meeting at which the Owner shall present testimony as to why the Special Assessment should not be imposed.

6.7.2 Hearing. The non-compliance shall be presented to the Board of Directors at the time and place provided in the Notice, at which meeting a hearing shall be conducted for purposes of obtaining testimony as to the levying of a special Assessment in the event that it is determined that a violation has in fact occurred. Written decision of the Board of Directors shall be submitted to the Owner no later than twenty one (21) days after the hearing.

6.7.3 Amount of Special Assessment. The Board of Directors may impose the following Special Assessments against the Owner in the event a violation is found:

6.7.3.1 First Non-Compliance for Violation: A Special Assessment in an amount not in excess of \$100.00.

6.7.3.2 Second Non-Compliance for Violation: A Special Assessment in an amount not in excess of \$500.00.

6.7.3.3 Third and Subsequent Non-Compliance Violation or Violations which are of a Continuing Nature: A fine in an amount not in excess of \$1,000.00

6.7.4 Due Date of Special Assessment. A Special Assessment as provided in this Article shall be due and owing not later than thirty (30) days after the written decision as provided in Section 6.7.2 above.

6.8 Effect of Non-payment of Assessment. All notices of Assessments from the Association to the Members shall designate when the Assessment is due and payable. If an Assessment is not paid on the date when due, it shall then become delinquent and shall bear interest at the maximum rate allowed by law (and in the absence of such law, at such interest rate as the Board of Directors of the Association may decide from time to time) from the date when due until paid. The Assessment; together with interest thereon and the costs

of collection thereof, including attorneys' fees, shall be a continuing lien against the Lot owned by the Member against whom the Assessment is made and shall also be the continuing personal obligation of the Owner thereof and such personal obligation shall pass to a successor in title to a Lot until such time as the Assessment is paid as provided for herein. The Association shall also record a claim of lien in the Public Records of the County setting forth the amount of the unpaid assessment, the rate of interest due thereon and the costs of collection thereof. If any Assessment or any installment thereof shall not be paid within thirty (30) days following the due date, the Association may declare the entire annual unpaid Assessment immediately due and payable. The Association may at any time thereafter bring an action to foreclose the lien against the Lot assessed in the manner in which mortgages on real property are foreclosed and a suit on the personal obligation of the Owner. A suit to collect unpaid Assessments may be prosecuted by the Association without waiving the lien securing such unpaid Assessments costs and attorneys' fees. There shall be added to the amount of the Assessment the costs of such action, including attorneys' fees, and in the event a judgment is obtained, such judgment shall include interest on the Assessment as above provided and costs, including attorneys' fees, incurred by the Association. Any successor in title to a Lot shall be held to constructive notice of the records of the Association to determine the existence of any delinquency in the payment of Assessments.

6.9 Additional Assessments. Any charges or costs which may be levied against the Lots by any government entity, including, without limitation, trash collection charges which may be levied by Palm Beach County. Such charges or costs shall be the sole responsibility of the Owners of the Lots and are not included in the Assessments.

6.10 Certificate of Assessments. The Association shall prepare a

roster of the Members, their respective Lots and Assessments applicable thereto, which shall be kept in the office of the Association or at the office of the appointed management company, and shall be open to inspection by all Members at reasonable business hours. At the request of an Owner, the Board of Directors shall prepare a Certificate of Assessments signed by an officer of the Association, or an agent or management company, if one exists, setting forth whether the Owner's Assessments have been paid and the amount which is due as of the date of the Certificate. As to parties without knowledge of error who rely thereon, such Certificate shall be presumptive evidence of payment or partial payment of any Assessment therein stated as having been paid or partially paid.

6.11 Subordination of Lien to Mortgages. Regardless of the effective date of the lien of any Assessments made by the Association, such Assessment lien shall be subordinate and inferior to the lien of the mortgage of any Mortgagee. Such subordination shall, however, apply only to the Assessments which have become due and payable prior to a final sale or transfer of the mortgaged Lot pursuant to a decree of foreclosure or in any other proceeding or conveyance in lieu of foreclosure of the mortgage. No such sale or other transfer shall relieve any Lot from liability for any Assessment becoming due thereafter, nor from the lien of any such subsequent Assessment. Any delinquent Assessments which are eliminated against a Lot pursuant to a sale or transfer in connection with the foreclosure of a mortgage, or any proceeding or deed in lieu of foreclosure, may be reallocated and assessed to all Owners as a Common Expense. The written opinion of the Association that the Assessment lien is subordinate to a mortgage lien shall determine any question of subordination.

6.12 Payments by Declarant. Notwithstanding any provision that may be contained to the contrary in this instrument, for so long

as Developer is the owner of any Lot, the Developer shall not be liable for Assessments against such Lot, provided that Developer funds any deficit in operating expenses in excess of assessments billed and initial capital contribution collected from the Association. Developer may at any time commence paying such assessments as to Lots that it owns and thereby automatically terminate its obligation to fund subsequent deficits in the operating expenses of the Association. In any event, any funding of Association deficits shall be treated as loans from the Developer to be repaid by the Association at a market rate of interest.

6.13 Exempt Property. The following property shall be permanently exempt from the payment of all Assessments by the Association:

6.13.1 All property dedicated or reserved to or owned by the Association.

6.13.2 All property dedicated to or owned by the water management district, water control district or other party responsible for maintenance of the water management system within THE HILLS OF LAKE EDEN.

6.13.3 Any portion of the Property dedicated to the County.

6.13.4 Any portion of the Property exempted from ad valorem taxation by the laws of the State of Florida.

6.13.5 Any Unimproved Lots.

6.14 Initial Capital Contribution. In addition to all of the foregoing Assessments, Owners shall also be required to pay, at the time of the closing of their Lots, a sum equal to two (2) months general Assessments, assessed against a Lot by the Association, which sum shall be paid to the Association as an initial contribution to the working capital of the Association. This initial contribution shall not relieve Owner of Owner's responsibility to pay all prepaid monthly installments of the general Assessments assessed against Owner's Lot, as well as all subsequent Assessments. The contribution is a one-time contribution to be made by the initial purchasers of Lots from Declarant. All capital

contributions received by the Association shall be for the use and benefit of the Association and the Owners. Notwithstanding the foregoing, the Developer, for so long as it controls the Board of Directors, shall have the right to use the Initial Capital Contributions to pay for ordinary expenses of the Association.

ARTICLE 7

MAINTENANCE OF PROPERTY

7.1 Association Responsibilities. The Association shall be responsible for perpetual maintenance of the following:

7.1.1 All roads within the Property which are dedicated or reserved to the Association on any plat of any portion of the Property or conveyed by deed to the Association. All landscaping and irrigation of the Common Property. The entry gates, entry signage, and entry features, and other improvements, if any, located on the Common Property.

7.1.2 The Association shall perpetual maintain all landscaping including berms, irrigation and other improvements such as: site wall, fence or signage that is located within an easement identified on the Plat as a Fence and Berm Easement or Landscape Buffer Easement.

7.1.3 The Association shall perpetual maintain the area identified on the Plat as Tract "B" (preservation area) and Tract "C" (preservation area). The maintenance shall be in accordance with the Hills of Lake Eden Preservation Area Management Plan (dated November 1995) and described in Exhibit B which is affixed hereto and made a part hereof.

7.1.4 In the event that any Owner fails to properly maintain any property that the Owner is required to maintain, the Association shall have the right to make any repairs or replacements as it deems necessary. In such event, the Association shall have the right to

individually assess the Owner involved for all costs incurred in making such repairs or replacements, pursuant to Article 6 of this Declaration.

7.2 Owner Responsibilities. The Owner of each Lot shall be responsible for maintenance of the interior areas of the Unit, including but not limited to the garage, driveway, and the doors, windows, screens and the exterior of each Unit, including but not limited to the roof and exterior walls of the dwelling and attached garage, the painting of the exterior surfaces and the mailbox. All Lots shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard allowed to exist. The Owner of each Lot shall be responsible for the maintenance of any lawn, trees, shrubs and all landscaping on the Lot; provided, however, that no landscaping whatsoever may be installed by an Owner on a Lot without the approval of the D.R.B., as set forth in Section 9.1.17 hereof. The homeowner is not responsible for the maintenance of the site wall, fence, landscaping, irrigation or any other improvement located within a Fence and Berm Easement or Landscape Buffer Easement on their lot. The expense of any maintenance, repair or construction of any portion of the Common Property or the exterior of any Unit necessitated by the negligent or willful acts of an Owner or his invitees, licensees, family or guests shall be borne solely by such Owner and his Lot shall be subject to an individual Assessment for such expense. Extraordinary repairs or replacements beyond the normal maintenance performed by the Association, but not resulting from a casualty covered by insurance, shall be timely performed by the individual Owner at his own expense, subject to the Association's satisfaction that such repairs or replacement comply with the restrictions contained in Articles 8 and 9 hereof. The Board of Directors of the Association shall determine in its sole discretion, which repairs and replacements are "normal" and performed by the Association, and which are extraordinary and performed by an Owner. In the

event the Owner fails to perform its responsibilities, as aforesaid, the Association shall have the right, but not the obligation, to perform such maintenance and to assess the costs thereof against such Owner and his Lot as an individual Assessment, pursuant to Article 6 of this Declaration. The Association and its agents and employees shall have an irrevocable right of access to all Lots to make emergency repairs, to do maintenance and repair work required to be performed by the Association pursuant to the terms hereof, and to do such other work reasonably necessary for the proper maintenance and operation of the Property.

ARTICLE 8

ARCHITECTURAL CONTROLS

It is the intent of the Declarant to create within the Property a residential community of high quality and harmonious Improvements. Accordingly, no Improvements shall be commenced, erected, placed or maintained within the Property nor shall any addition, change or alteration be made to any Improvements unless and until the plans, specifications, materials, colors, and location of same shall have been submitted to and approved in writing by the Developmental Review Board of THE HILLS OF LAKE EDEN. The procedures to be followed by the D.R.B. shall be as set forth herein, and in the rules, regulations and standards as may be adopted by the D.R.B. of THE HILLS OF LAKE EDEN from time to time. In any case, any improvement made shall be performed in accordance with the applicable governmental authority codes, and by licensed and insured individuals.

ARTICLE 9

USE RESTRICTION

9.1 Restrictions on Use of Lots and Common Property.

9.1.1 Residential Use. All Lots shall be used only as single family, private, residential dwellings and for no other purpose, "Single Family" shall mean and refer to either a single person occupying a Unit and maintaining a household, including not more than one authorized tenant; or two (2) or more persons related

by blood, marriage, or adoption occupying a Unit and living together and maintaining a common household, including not more than one authorized tenant; or not more than four (4) unrelated persons occupying a Unit as distinguished from a group occupying a boarding or lodging house, hotel, club or similar dwelling for group use.

9.1.2 No Commercial Activities. No Lot shall be used or occupied for any purpose other than as a residential dwelling by a Single Family, its household and guest. No business or commercial activity shall be permitted on any Lot, nor shall any business be conducted on any part thereof. Cars, trucks, vans, and any other vehicles shall be prohibited from being parked other than for pick ups and deliveries, if they display commercial signs thereon. The foregoing restrictions shall not apply to the Declarant.

9.1.3 Pets. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lots except that dogs, cats or other household pets may be kept. An owner shall have no more than 2 pets and each pet cannot exceed the maximum weight of 25 pounds. All dogs must be on a leash or carried when on the Property; however, no pets shall be permitted within any recreational areas, including, without limitation the Pool and Cabana, if any, under any circumstances. It shall be the pet owner's obligation to remove the pet's waste material from all property maintained by the Association. The Board of Directors of the Association shall have the right to order the removal of any pet which is considered, in the Board's sole discretion, a nuisance. In such event, the Board of Directors shall give written notice thereof to the pet owner, and the pet shall immediately thereafter be permanently removed from the Property.

9.1.4 Temporary Structures. No temporary buildings,

structures or tents, either with or without living, sleeping or eating accommodations, shall be placed, located, kept or maintained within the Property.

9.1.5 Insurance. No owners or occupants of a Lot shall permit or suffer anything to be done or kept within his or their Lot or make any use of the Common Property which will increase the rate of insurance on any portion of the Property.

9.1.6 Nuisances. No use or practice which is, in the sole opinion of the Board of Directors of the Association, either an annoyance to other Owners or an interference with the peaceful possession and proper use of the Property by Owners, shall be allowed. No Owner and no occupants of a Lot shall commit or permit any nuisance or illegal activity in or about the Property.

9.1.7 Outside Displays. No Owner and no occupants of a Lot shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of his or their Lot, including reflective film, except with the prior written consent of the D.R.B. This provision shall not apply to the Declarant.

9.1.8 Antennae. No radio, television or other electronic antennae, aerial, or satellite receiving dish, or other reception or transmission device may be erected or maintained anywhere on the Common Property or the exterior of any Lot or Unit unless installed by Declarant or with the prior written consent of the D.R.B.

9.1.9 Motor Vehicles. No vans or pickups over 1/2 ton, campers, trailers, motorcycles, recreational vehicles, boats and/or boat trailers, commercial vehicles (other

than in connection with pick ups and deliveries), or inoperative vehicles shall be stored or parked within the Property, or on any Lot, unless parked in a garage with closed doors out of public view, nor shall any motor vehicles be repaired on the Property or on any Lot. For purposes of this subsection, any vehicle weighing in excess of one-half (1/2) ton payload capacity shall be conclusively presumed to be a commercial vehicle. Determinations as to acceptable motor vehicles shall be made in the sole discretion of the Board of Directors of the Association.

- 9.1.10 Exterior Alterations. No structural changes, exterior color changes, alterations or additions shall be made or added to any Unit or Lot without the prior written approval of the D.R.B.
- 9.1.11 Trash Containers. All trash containers and contents thereof shall be stored in an area not visible from the Streets or adjoining Lots. For purposes of periodic trash removal, however, an Owner, within twenty-four (24) hours prior to pick-up, may place the covered trash containers at locations convenient for pick-up.
- 9.1.12 Awnings. No awnings, canopies or shutters, including hurricane or storm shutters, shall be attached or affixed to the exterior of any building unless such awnings, canopies or shutters have been approved in writing by the D.R.B. Notwithstanding the foregoing, hurricane or storm shutters may be erected when there is an imminent threat of a storm or hurricane, provided that such shutters are removed within forty eight (48) hours after the storm or hurricane has passed.
- 9.1.13 Parking. The parking and storage of automobiles and

other motor vehicles shall be limited to the driveways and garages of Lots and other paved surfaces designated by the Association.

9.1.14 Clothes and Drying Facilities. No outside clothesline or other clothes drying facility shall be permitted, unless obscured from public view.

9.1.15 Signs. No sign of any kind shall be displayed to the public view on any portion of the Property, except such signs as are placed by the Declarant. No sign of any kind (including but not limited to "For Sale" signs) shall be permitted to be placed inside a Unit or on the outside walls of the Unit or on any fences on the Property, nor on the Common Property, nor on dedicated or reserved areas, nor on entryways nor any vehicles within the property, except such as are placed by the Declarant or are approved in writing by the Development Review Board prior to the sign being placed or erected.

9.1.16 Landscaping. No Owner shall place any landscaping on his Lot outside his Unit or on the Common Property without the express prior written consent of the D.R.B. In the event an Owner shall obtain such consent, the landscaping shall be maintained by the Owner, at his own cost and expense.

9.1.17 No Excavation, Mining or Drilling. Excavation, mining or drilling on the Property shall not be permitted.

9.1.18 Other Improvements. The construction or erection of any Improvements on any of the Lots, or the reconstruction or alteration of any Improvements, including sports, recreational or toddler/children equipment, shall be subject to the prior written approval of the D.R.B.

9.1.19 Easement. No Unit or other Improvement, or any trees, bush, shrub or landscaping of any kind shall be built or maintained upon any easement or right of way without the prior written approval of the utility company to whom said easement or right of way is granted and the prior written approval of the D.R.B. The D.R.B. may disapprove construction or landscaping of an easement or right of way even if approval has been given by the utility company, and in said instance, the construction or landscaping shall not be allowed.

9.2 Additional Rules and Regulation. The Declarant, until the Turnover Meeting, and thereafter the Board of Directors of the Association, may establish such additional rules and regulations as may be deemed for the best interests of the Association and its Members for purposes of enforcing the provisions of this Declaration. Provided, however, no rules and regulations shall be adopted by the Board which would adversely impact on the construction, development, sale or marketing of the Property or on the condition or appearance of the Property, without the prior written consent of the Declarant, in accordance with the provisions of Section 3.6.2 hereof.

9.3 Exemption for Declarant; Declarant's Easements: The provisions of this Article 9 shall not apply to the Declarant, so long as the Declarant owns any property in THE HILLS OF LAKE EDEN, or is doing construction or repair work in THE HILLS OF LAKE EDEN. In addition to the property rights granted in this Declaration to the Declarant, as an Owner or otherwise, the Declarant is extended the right to enter upon the Property at any time and in any way reasonably necessary to allow the Declarant to construct, sell, or promote in this subdivision or any contiguous subdivision or to carry out any responsibility of the Declarant to Owners in such

subdivisions.

9.4 Appeals and Variances. As to those restrictions contained in this article 9 that are to be enforced by the D.R.B., the procedures for appeals and variances shall be as established by the D.R.B. As to those restrictions contained in this Article 9 that are to be enforced by the Association, the procedures for appeals and variances shall be as established by the Board of Directors of the Association.

9.5 Enforcement. Failure of an Owner to comply with a provision in the Declaration or a provision in the By-Laws, Articles of Incorporation, rules and regulations or Traffic Regulations of the Association shall provide the Association with the right to bring legal action in law or in equity, including but not limited to any action for injunctive relief, damages, or a combination thereof, the right to impose a special Assessment for non-compliance, as provided herein and in the event of a failure to pay Assessments or to abide by the architectural restrictions in the Declaration, the right to foreclose its lien, as provided herein. All costs and expenses incurred by the Association in any such proceeding, inclusive of attorney's fees and costs (whether or not litigation is instituted) including such costs and attorney's fees on appeal, shall be the responsibility of the Owner determined by the Association to be in violation. Collection of such attorney's fees may be enforced by any method in this Declaration providing for the collection of an Assessment, including but not limited to a foreclosure proceeding.

ARTICLE 10

INSURANCE

Insurance, other than title insurance, that shall be carried on the Common Property shall be governed by the following provisions:

10.1 Authority to Purchase; Named Insured. All insurance policies upon the Common Property shall be purchased by the Association and shall be placed in a single agency or company, if

possible. The named insured shall be the Association for itself and as agent for the Members without naming them and as agent for Mortgagees. Provisions shall be made for the issuance of Mortgagee endorsements and memoranda of insurance to any such Mortgagees. The policies shall provide that payment by the insurer for losses shall be made to the Association for the benefit of the Members and Mortgagees, as their interests may appear. The Owners shall purchase insurance on their individual Lots, which Lots shall be insured at their maximum insurable replacement cost; provided, however, all other variables of insurance coverage on the respective Lots may be as each Owner deems appropriate.

10.2 Coverage.

10.2.1 Casualty Insurance. All insurable Improvements on the Common Property shall be insured for fire and extended coverage perils, excluding foundation and excavation costs, at their maximum insurable replacement cost and all personal property owned by the Association shall be insured for its full insurable value, all as determined annually by the Board of Directors of the Association. The casualty insurance policy must provide for at least ten (10) days written notice to the Association before the insurer can cancel or substantially modify the policy.

10.2.2 Public Liability Insurance. The Association shall obtain public liability and property damage insurance covering all of the Common Property, and insuring the Association, the Members and Mortgagees as their interests may appear in such amounts and providing such coverage as the Board of Directors of the Association may determine from time to time; including without limitation, coverage for bodily injury and property damage resulting from operation, maintenance or use of the Common Property and any legal liability arising in connection with employment contracts to which the Association is a party provided that the

minimum amount of coverage shall be \$500,000.00 each person and \$1,000,000.00 each incident. The liability insurance shall include, but not be limited to, hired and non-owned automobile coverage. The liability policy must provide for at least ten (10) days written notice to the Association before the insurer can cancel or substantially modify the policy.

10.2.3 Workmen's Compensation Insurance. The Association shall obtain Workmen's Compensation Insurance in order to meet the requirements of law, as necessary.

10.2.4 Flood Insurance. The Association shall obtain flood insurance if required to meet the requirements of federal, state or local law.

10.2.5 Other Insurance. The Board of Directors of the Association shall obtain such other insurance as it shall determine from time to time to be desirable.

10.2.6 Subrogation Waiver. If available, the Association shall obtain policies which provide that the insurer waives its right to subrogation as to any claim against Members, the Association and their respective servants, agents and guests.

10.3 Premiums. The cost of insurance premiums and other incidental expenses incurred by the Association in administering and carrying out any of the provisions of this Article shall be a Common Expense.

10.4 Shares of Proceeds. The Association shall not be liable for the sufficiency of policies nor the failure to collect any insurance proceeds. The duty of the Association shall be to receive such proceeds as are paid and to hold the proceeds in trust for the purposes elsewhere stated herein for the benefit of Members and Mortgagees in the following shares, which

shares need not be set forth on the records of the Association:

10.4.1 Common Property. Proceeds on account of damage to Common Property shall be an equal undivided share for each Member.

10.4.2 Mortgagees. In the event a Mortgage endorsement has been issued regarding an Improvement, the share of the Owner shall be held in trust for the Mortgagee and the Owner as their interests may appear; provided, however, that no Mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged Improvement shall be reconstructed or repaired, nor any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distribution of such proceeds made to the Owner and Mortgagee pursuant to the provisions of this Declaration.

10.5 Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the Members in the following manner:

10.5.1 Reconstruction or Repair. If the damage for which proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost of such, as hereinafter provided. Any proceeds which remain after defraying such costs shall be distributed to the Members and Mortgagees as their interests may appear.

10.5.2 Failure to Reconstruct or Repair. If it is determined in the manner hereinafter provided that the damage for which proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the Member and Mortgagees as their interests may

appear. There shall be no distribution of remaining proceeds until all debris, remains and residue have been cleared and removed and the damaged area has been properly landscaped. In the event of loss or damage to personal or real property belonging to the Association and should the Board of Directors of the Association determine not to replace such personal or real property as may be lost or damaged, the proceeds shall be distributed to the Members and Mortgagees as their interests may appear.

- 10.6 Association's Power to Compromise Claims. The Board of Directors of the Association is hereby irrevocably appointed agent for each Member and for each Mortgagee or other lien holder, for the purpose of compromising and settling all claims arising under insurance policies purchased by the Association and to execute and deliver releases therefor upon payment of claims.

ARTICLE 11

RECONSTRUCTION OR REPAIR AFTER CASUALTY.

- 11.1 Determination to Reconstruct or Repair. If any part of the Property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:
- 11.1.1 Common Property. If the damaged Improvement is part of the Common Property, the damaged Improvement shall be reconstructed or repaired unless it is determined by the Member of the Association that it shall not be reconstructed or repaired.
- 11.1.2 Lot. If the damaged property is Improvements on Lots, the damaged Improvements shall be reconstructed or repaired unless all affected Owners and Mortgagees, the Association and the D.R.B. agree that the damaged Improvements shall not be reconstructed or repaired.
- 11.2 Plans and Specifications. Any reconstruction or repair must

be substantially in accordance with the plans and specifications for the original Improvements; or, if none, then according to plans and specifications approved by the Board of Directors of the Association and the D.R.B.

11.3 Estimates of Costs. Immediately after a determination is made to rebuild, replace or repair damage to property for which the Association has the responsibility of reconstruction, replacement or repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild, replace or repair. Such costs may include professional fees and premiums for such bonds as the Board of Directors may require.

11.4 Special Assessments. Unless the damage was caused by the gross negligence or willful act of a Member, in which case such Member shall be liable, the amount by which an award of insurance proceeds is reduced on account of a deductible clause in an insurance policy shall be assessed equally against all Members as a special Assessment. If the proceeds of such special Assessment and of the insurance are not sufficient to defray the estimated costs of reconstruction, replacement and repair by the Association, or if at any time during reconstruction, replacement and repair, or upon completion of the costs of reconstruction, replacement and repair are insufficient, special Assessments shall be made against the Members in sufficient amounts to provide funds for the payment of such costs.

11.5 Construction Funds. The funds for the payment of costs of reconstruction, replacement and repair after casualty, which shall consist of proceeds of insurance held by the Association and funds collected by the Association from special Assessments against Members, shall be distributed in payment of such costs in the following manner:

11.5.1 Association. The proceeds of insurance collected on account of a casualty, and the total special

Assessments made by the Association in order to provide funds for payment of reconstruction, replacement and repair, shall constitute a construction fund which shall be held by the Association and thereafter disbursed in payment of the costs of reconstruction, replacement and repair in the following manner and order:

- 11.5.2 Association - Lesser Damage. If the amount of the estimated costs of reconstruction, replacement and repair that is the responsibility of the Association is less than Twenty-Five Thousand Dollars (\$25,000.00), the construction fund shall be disbursed in payment of such costs upon the order of the Association.
- 11.5.3 Association - Major Damage. If the amount of the estimated costs of reconstruction, replacement and repair that is the responsibility of the Association is Twenty-Five Thousand Dollars (\$25,000.00) or more, then construction funds held by the Association shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association, and upon approval by an architect or general contractor qualified to practice in Florida and employed by the Association to supervise the work.
- 11.5.4 Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction, replacement and repair shall be from insurance proceeds. If there is a balance in the construction fund after payment of all costs of the reconstruction, replacement and repair for which the fund is established, such balance shall be distributed equally to the Members. Any distributions will be made within one year and may be an offset to the next years budget amount.

11.6 Equitable Relief. In the event of major damage to or destruction of part of the Common Property or Improvements to Lots and in the event the property is not repaired, reconstructed, replaced or rebuilt within a reasonable period of time, any Member shall have the right to petition a court of equity having jurisdiction in the County, for equitable relief.

ARTICLE 12

INDEMNIFICATION OF DIRECTORS, OFFICERS AND COMMITTEE MEMBERS

Every Director, Officer and Committee Member of the Association shall be indemnified by the Association against all expenses and liability, including attorneys' fees, incurred by or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director, Officer or Committee Member whether or not he is a Director, Officer or Committee Member at the time such expenses are incurred, except in such cases where the Director, Officer or Committee Member is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided however, that in the event of any claim for reimbursement or indemnification hereunder based upon a settlement or indemnification, the indemnification herein shall apply only if the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Officer, Director or Committee Member may be entitled.

ARTICLE 13

GENERAL PROVISIONS

13.1 Assignment. All of the rights, powers obligations, easements and estates reserved by or granted to Declarant or the Association may be assigned by Declarant or the Association, as the case may be. After such assignment, Declarant or the Association, as the case may be, shall be relieved and released of all obligations with respect to such right, power, obligation, easement or estate.

13.2 Amendment. This Declaration may be amended from time to time by recording among the Public Records of the County an instrument executed by the President or a Vice President and attested to by the Secretary of the Association, indicating (if required pursuant to the terms hereof) that a meeting called for purposes of amendment was held and that the requisite number of Members formally approved the amendment, subject, however, to the following provisions:

13.2.1 Except as provided herein below, an amendment initiated by any party other than Declarant must obtain the approval of at least eighty percent (80%) of the votes of Members; provided that until such time as the Declarant relinquishes control of the Association, all amendments must include the joinder of Declarant.

13.2.2 Subject to the requirements of the Declaration, as long as Declarant owns any property within the Property, the Declarant shall have the absolute and unconditional right to alter, modify, supplement, change, revoke, rescind or cancel any or all of the provisions contained in this Declaration including, but not limited to provisions relating to the addition of property subject to this Declaration, use restrictions and Assessments, without the joinder and consent of the Owners, the Association or any other individual or entity and the foregoing parties hereby waive any right to consent to such changes. Such changes may affect the entire property or only specific portions of the Property, but shall be subject to applicable government approvals. Further, the Declarant may amend this Declaration at any time for the purpose of subjecting additional real property within THE HILLS OF LAKE EDEN to this Declaration, without the joinder and consent of any other Owners, the Association, Mortgagees or any party.

13.2.3 In addition to other government approvals which may be required, any amendment to this Declaration which would affect the surface water management system, including the water management portions of the Common Property, must have the prior approval of the South Florida Water Management District.

13.2.4 No Portion of any plat of the Property containing open space may be vacated in whole or in part unless the entire plat is vacated; provided, however, that portions of a plat containing open space may be vacated if the effect of such vacation would not reduce the total open space within the Property below the requirements of the City zoning code.

13.2.5 Any duly adopted amendment to this Declaration shall run with and bind the Property for the same period and to the same extent as do the covenants and restrictions set forth herein.

13.3 Duration. All of the covenants, restrictions and other provisions of this Declaration shall run with and bind the Property for a term of fifty (50) years from the date of recordation of this Declaration after which time they shall be automatically extended for successive periods of ten (10) years each, unless an instrument executed by at least eighty percent (80%) of the votes of the Members then existing and by all Mortgagees, has been recorded agreeing to change or terminate these covenants and restrictions.

13.4 Covenants Running with the Property. The agreements, covenants, conditions, restrictions, Assessments, liens and other provisions contained herein shall constitute a servitude upon the Property and each portion thereof, shall run with the Property, shall be binding upon the Owners of any portion thereof and shall inure to the benefit of Declarant, the Association and the Owners of Lots within the Property.

13.5 Enforcement. Enforcement of the covenants, restrictions, conditions, obligations, reservations, rights, powers, Assessments, liens and other provisions contained herein shall be by a proceeding at law or in equity against any persons or entities violating or attempting to violate same and against the Property subject hereto to enforce any lien created by this Declaration. In the event that Declarant and the Association fail to enforce the terms of the Declaration then any Member may do so. The failure or refusal of Declarant, the Association or any Member to enforce any of the provisions of this Declaration shall in no event be deemed to constitute a waiver of the right to do so thereafter.

13.6 Declarant's Rights. For so long as Declarant owns or has any use rights to any property subject to this Declaration, Declarant shall have the right to transact any business necessary to consummate sales of property throughout THE HILLS OF LAKE EDEN, including but not limited to the right to maintain office(s) on the Property, in location(s) to be selected by Declarant, to have employees in such offices, to construct and maintain sales agency offices on the Property and such other structures or appurtenances which are necessary or desirable for the development or sale of property throughout THE HILLS OF LAKE EDEN, including without limitation, sales models and parking lots, to post and display a sign or signs on any Lots owned by Declarant or on the Common Property; and to use the Common Property and to show Lots. Sales office signs and all other structures and appurtenances pertaining to the sale or development of property within THE HILLS OF LAKE EDEN shall not be considered Common Property and shall remain the property of the Declarant.

13.7 Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly given when mailed, postage paid, to the last

known address of the person who appears as a Owner on the records of the Association as of the time of such mailing. Notices to Mortgagees shall be deemed to have been properly given when mailed, postage prepaid, to the last known address of the Mortgagee on the records of the Association at the time of such mailing. Each Owner shall notify the Association of all mortgages encumbering a Lot and any transfer thereof, the amount of such mortgages and the recording information for the mortgages. The holder of a mortgage encumbering a Lot may notify the Association of the existence of such mortgage and upon receipt of that notice, the Association shall register in its records all pertinent information pertaining to the mortgage. The Association shall not be liable to any party for failure to obtain from any Owner information regarding a mortgage encumbering a Lot or for failure to provide any party with notice of such information.

13.8 Plats. In addition to this Declaration, the Property shall be subject to the additional covenants, restrictions, reservations and other terms and provisions set forth in the dedication or shown on the Plat of the Property, which is recorded or to be recorded in the public records of Palm Beach County.

13.9 Non-Condominium.

13.09.1 The Association is not intended to be a condominium association and is not being created in accordance with Florida Statute, Chapter 718, in existence as of the date of recording this Declaration.

13.09.2 The Common Property is not intended to be condominium property under Florida Statute, Chapter 718, in existence as of the date of recording this Declaration and is not part of the common elements of any condominium.

13.10 Gender and Number. The use of the singular herein shall

include the plural and the use of any gender shall include all genders.

13.11 Caption. The captions used in this Declaration and the exhibits annexed hereto are inserted solely as a matter of convenience and shall not be relied upon or used in construing the text of this Declaration or any exhibits hereto.

13.12 Severability. Invalidation of any one of the covenants or restrictions contained herein by judgment or court order shall in no way affect any other provisions hereof, which shall remain in full force and effect.

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

ARTICLE 14

PRIOR OWNER RETAINED LOTS

14.1 Background. Declarant discloses herein that Newport Properties, Inc., a Florida corporation ("Prior Owner), the Prior Owner of the Property has retained two (2) lots, (Lots 29 and 30, Block 1) within the Property. Prior Owner has agreed to and shall pay any and all costs in connection with obtaining a Building Permit to construct a single family residence on the two (2) lots retained by Prior Owner, including but not limited to, water, sewer, electrical connection fees, building permits, impact fees and any uniformly applicable Homeowners Association assessments incurred or as due for Lots 29 and 30, Block 1, on or after the closing. However, Prior Owner is not responsible nor shall Prior Owner pay any costs or expenses connected with or incurred to develop the subdivision including but not limited to installation and paving of roads, installation of the sewer system and water system, electrical service and permit fees and costs relating to such activities, or any other subdivision improvement or other cost related thereto. Prior

Owner will be responsible for all site work, including preparing the building pad, etc.. on Lots 29 and 30, Block 1. Prior Owner agrees to complete construction of the single family residence on the two (2) lots on or before the expiration of eighteen (18) months from the recording of the Plat of THE HILLS OF LAKE EDEN. Prior Owner has agreed to construct the residence so that it conforms with the aesthetic character of THE HILLS OF LAKE EDEN.

- 14.2 Homeowner's Association. Prior Owner has agreed to be bound by all aspects of this Declaration.

ARTICLE 15

CERTAIN EASEMENTS, DEDICATIONS, AND RESERVATIONS

The following reservations, easements and dedications, among others, appear on the Plat of HILLS OF LAKE EDEN P.U.D. which is recorded in Plat Book , page of the Public Records of Palm Beach County, Florida. These reservations, easements, and dedications among other things set forth certain maintenance and other obligations that must be complied with by the Association, or Owners as hereafter indicated:

- 15.1 TRACT "A", a common area or a portion thereof as set forth on the Plat Hills at Lake Eden P.U.D. is dedicated to the Hills at Lake Eden Homeowners' Association, Inc. for the purpose of entry feature and landscape buffer with the perpetual maintenance responsibility dedicated to the Association and its successors and assigns, without recourse to the City of Boynton Beach, Florida or any other public agency.
- 15.2 Tract "B" and Tract "C" preservation areas or portions thereof are dedicated on the Plat of Hills of Lake Eden P.U.D. to the Hills at Lake Eden Homeowner's Association, Inc. for the purpose of preservation areas and transition areas as a perpetual preserve to be maintained in their natural state. Except for routine maintenance as required for the preserve area and necessary removal of the prohibitive species from

said areas, the perpetual maintenance of said area is the responsibility of the Homeowners' Association, its successors and assigns, in accordance to the approved Hills at Lake Eden preservation area management plan, without recourse to the City of Boynton Beach, Florida or any other public agency.

15.3 Tract "D", a 20' emergency access or portions thereof is dedicated on the Plat of Hills of Lake Eden P.U.D. to the Hills at Lake Eden Homeowner's Association, Inc. for the purpose of a private road egress for residents and emergency ingress/egress for the City of Boynton vehicles. The operation of the 20 foot wide private road and privacy gate(s) shall be the perpetual maintenance responsibility of the Homeowners' Association, its successors and assigns, without recourse to the City of Boynton Beach, Florida or any other public agency.

15.4 Tract "E", the Plat of Hills of Lake Eden P.U.D. sets forth the following:

1. Private right-of-way easement dedicated to the Hills at Lake Eden Homeowners' Association, Inc. for the purpose of private road right-of-way for ingress, egress with the perpetual maintenance responsibility of the road right-of-way to the Homeowners' Association, its successors and assigns, without recourse to the City of Boynton Beach, Florida or any other public agency.
2. Storm drainage easement dedicated to the Hills at Lake Eden Homeowners' Association, Inc. for the purpose of installation, operation, and perpetual maintenance responsibility to the Homeowners' Association, without recourse to the City of Boynton Beach, Florida or any other public agency.
3. Utility easement dedicated to the City of Boynton Beach for the purpose of public utilities for the installation, routine operation of sewer and water service and the perpetual maintenance responsibility to the City of Boynton Beach, Florida.

4. General utility easement dedicated to franchise utilities for the purpose of installation and routine operation with the perpetual maintenance responsibility of each individual utility by its particular franchise, its successors and assigns, without recourse to the City of Boynton Beach, Florida or any other public agency.
5. Other proper purposes: Hills at Lake Eden Homeowners' Association reserves the right to dedicate easements for installation, routine operation and perpetual maintenance of franchise utilities, as shown on plat or as required in the future, adjacent to the lot boundaries as set forth in these declarations of restrictions and protective covenants for the Hills at Lake Eden P.U.D. without recourse to the City of Boynton Beach, Florida or any other public agency.

15.5 The Plat of Hills of Lake Eden P.U.D. sets forth that drainage easements are made for the purpose of storm drainage control and management and shall be the perpetual maintenance responsibility of the Homeowners' Association, its successors, and assigns, without recourse to the City of Boynton Beach, Florida or any other public agency.

15.6 The Plat of Hills of Lake Eden P.U.D. sets forth that landscape buffer easements are made for the purpose of landscaping and site wall and shall be considered a portion of the adjacent lot with rights limited as typically considered with said areas being an easement. The perpetual maintenance of improvements within the easement is dedicated to the Homeowners' Association, its successors and assigns, without recourse to the City of Boynton Beach, Florida or any other public agency.

15.7 The Plat of Hills of Lake Eden P.U.D. sets forth that limited access easements are made to the City of Boynton Beach for the purpose of prohibiting access between abutting lots to Swinton Avenue and Seacrest Boulevard.

15.8 The Plat of Hills of Lake Eden P.U.D. sets forth that buffer easements are made for the purpose of right of ingress, egress to the City forces to the preserve area for necessary services. A 3 foot and 10 foot sodded setback area and the installation and maintenance of a fence to prevent intrusion into the preserve area, placed at the required 3 foot and 20 foot setback into the said preserve area, as indicated on the approved master plan and for the purpose of a transition area for grade slope between the preservation areas and the adjacent lots and roadways with the preserve areas remaining undisturbed. Except for removal of prohibitive species, the 3 and the 10 foot sodded areas shall be the perpetual maintenance responsibility of the Homeowners' Association, its successors and assigns, without recourse to the City of Boynton Beach, Florida, or any other public agency.

15.9 The Plat of Hills of Lake Eden P.U.D. sets forth that fence and berm easements are established for the purpose of fence/site wall and berm maintenance with the perpetual maintenance responsibility dedicated to the Homeowners' Association, its successors and assigns, without recourse to the City of Boynton Beach, Florida or any other public agency.

15.10 The Plat of Hills of Lake Eden P.U.D. sets forth that utility easements are made to any public or private utility for the installation, routine operation and maintenance, including the 30 foot utility easement centered over tract "D".

15.11 The Plat of Hills of Lake Eden P.U.D. sets forth that the installation of cable television systems shall not interfere with the construction and maintenance of other utilities.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed the day and year first above written.

Signed, sealed and delivered in the presence of:

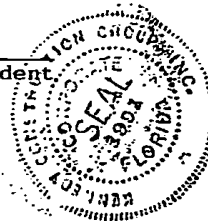
By: KENNEDY PROPERTIES, LTD., a Florida limited partnership

URS 9769 Ps 575

By: KENNEDY CONSTRUCTION GROUP, INC
a Florida corporation, its
General Partner

Robert J. Trautman
ROBERT J. TRAUTMAN
Marianne Pece
MARIANNE PECE

By: *Timothy R. Kelly*
Timothy R. Kelly, President



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

The foregoing instrument was acknowledged before me, this 25th
day of April, 1997 by Timothy R. Kelly, as President of Kennedy
Construction Group, Inc., a Florida corporation who is personally known
to me and who produced a drivers license as identification and who did
not take an oath.

(seal)

Mary Beth Kern
Notary Public

My Commission Expires:



JOINDER OF ASSOCIATION

THE HILLS OF LAKE EDEN HOMEOWNER'S ASSOCIATION, INC., a Florida corporation not for profit, hereby joins in this Declaration of Covenants and Restrictions for THE HILLS OF LAKE EDEN for the sole purpose of agreeing to perform its obligations as contained herein.

Signed, sealed and delivered in the presence of:

THE HILLS OF LAKE EDEN HOMEOWNER'S ASSOCIATION, INC. a Florida corporation not for profit

[Signature]
MARILYN REYCE
[Signature]
ANNE GIORDANO

By: *[Signature]*
Robert J. Trautman
Its: President

(Corporate Seal)

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

The foregoing instrument was acknowledged before me, this 25th day of April, 1997 by Robert J. Trautman, as President of THE HILLS OF LAKE EDEN HOMEOWNER'S ASSOCIATION, INC., a Florida Corporation not for profit, for an on behalf of the corporation, and he is personally known to me and produced his drivers license as identification and did not take an oath.

[Signature]
Notary Public

My Commission Expires:

(Seal)



EXHIBIT "A"

LEGAL DESCRIPTION OF "THE PROPERTY"
WITHIN THE HILLS OF LAKE EDEN

HILLS OF LAKE EDEN, P.U.D., according to the Plat thereof, as recorded in Plat Book 79, Page 87, of the Public Records of Palm Beach County, Florida.

THIS IS A CERTIFIED COPY

Feb. 27 '97 12:04

FROM

P. 2

"EXHIBIT 'B' "

URS 9769 15 578

HILLS AT LAKE EDEN

PRESERVATION AREA MANAGEMENT PLAN

NOVEMBER 1995

PREPARED FOR
NEWPORT PROPERTIES



Prepared By:

C&N Environmental Consultants, Inc.
222 South U.S. Highway 1, Suite 201
Tequesta, Florida 33469
(407) 744-7420

FEB 24 1997

PARKS DEPT.

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NOT A CERTIFIED COPY

HILLS AT LAKE EDEN

PRESERVATION AREA MANAGEMENT PLAN

FEB 24 1997

PARKS DEPT.

1.0 INTRODUCTION

A +15.0-acre parcel located in Sections 4 and 5, Township 46 South, Range 43 East, Palm Beach County, Florida, has been proposed for residential development and designated as Hills at Lake Eden. The parcel was systematically surveyed for an environmental assessment conducted in compliance with the City of Boynton Beach's Vegetation and Environmentally Sensitive Lands Ordinance (Chapter 7.5, Article IV), and is therefore, compatible with the definitions and provisions set forth in the ordinance. Field surveys were conducted in August and September 1995 to: 1) identify, locate, and characterize all native vegetative communities and wildlife habitat on the project site; 2) analyze the functional viability and quality of existing habitat; 3) identify the presence of any flora or faunal species listed for protection by the U.S. Fish and Wildlife Service (USFWS), the Florida Game and Fresh Water Fish Commission (FGFWFC), or the City of Boynton Beach; 4) delineate areas with significant ecological value for preservation; 5) identify areas of previous alteration or degradation; and 6) identify surrounding land use and associated impacts. Data collected during the surveys was used to target specific species and habitats for future protection.

2.0 SITE DESCRIPTION

A. Site Location

The Hills at Lake Eden development site is located between Seacrest Boulevard and Swinton Avenue along the southern boundary of the City of Boynton Beach, Florida (Figure 1). The site is bordered on the north by St. Joseph's Elementary School and on the east and west by residential developments. Lake View Baptist Church is located south of the parcel. The site is surrounded by development and has been significantly impacted by exotic infestation and human disturbance. The center of the site, although containing numerous native scrub species, suffers from the lack of habitat management. The site is not identified on Palm Beach County Environmentally Sensitive Lands Map.

B. Soils

Soils include St. Lucie sand and Myakka sand. A little more than half of the western portion of this site overlies St. Lucie sand. The Palm Beach county Soil Survey states that this soil is nearly level to sloping, excessively drained, deep and sandy and is located on long narrow, dune-like coastal ridges. The water table is below a depth of 6 feet, and building development has few or no limitations. The soil on the eastern portion of the site is Myakka sand, which is typical of pine flatwoods. The Palm Beach County Soil Survey states that

HILLS OF LAKE EDEN

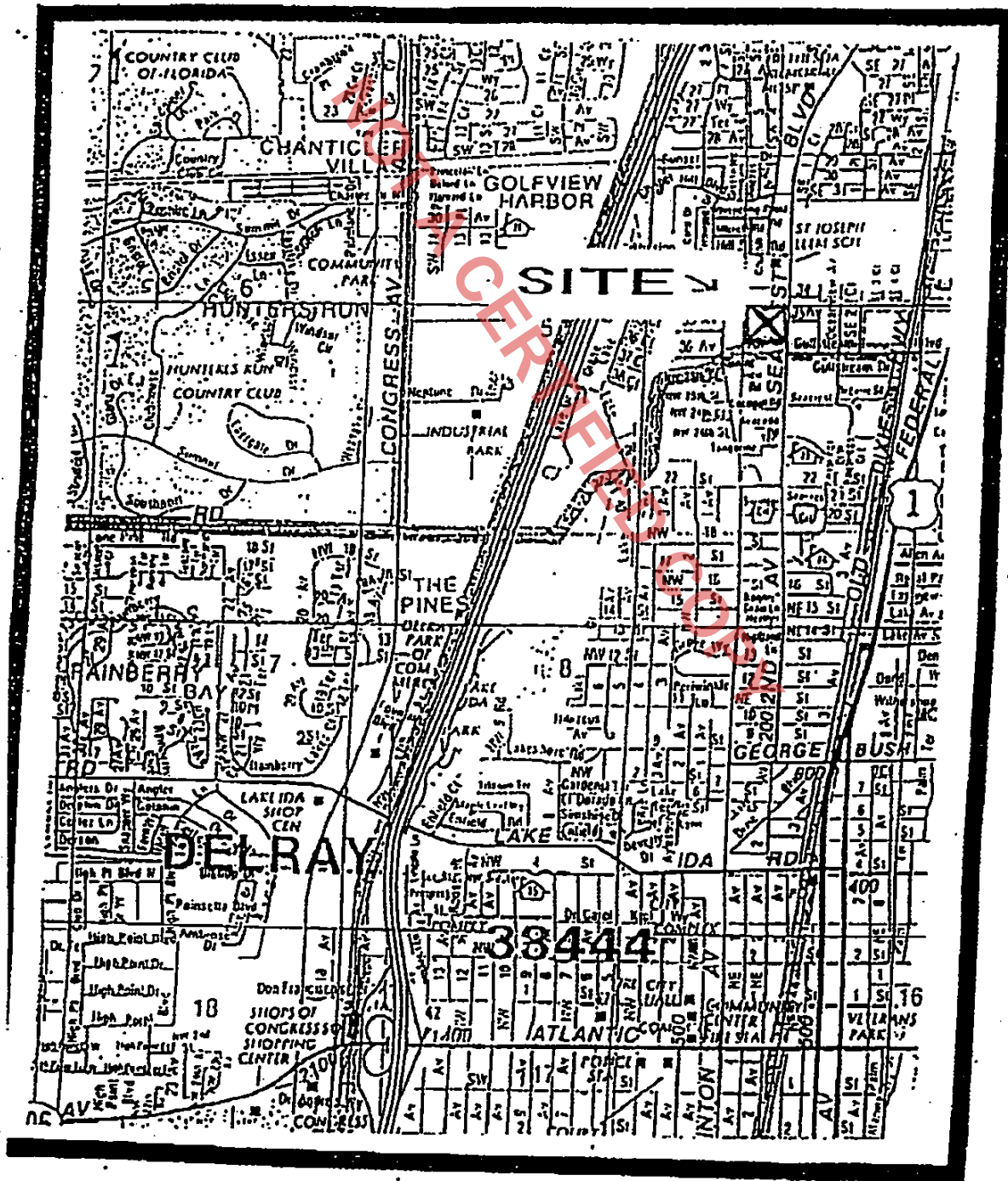


FIGURE 1: SITE LOCATION MAP

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Myakka sand is a nearly level, poorly drained, deep, sandy soil. It is in broad, flatwood areas and the water table is within 10" of the surface two to four months in most years, 10" to 40" for six months in most years, and recedes to below 40" during extended dry periods. A ridge occurs north-south through the approximate center of the parcel. A clear ecotone occurs from east to west as the vegetative character reflects the change in the underlying soil profile.

C. Vegetative Communities

1. 411 - Disturbed Scrubby Flatwoods (4.0 acres)

The disturbed scrubby flatwood community is the highest quality habitat on the parcel and has experienced minimal recent disturbance. Sand pine scrub, oak scrub, and xeric oak hammock has been included in the scrubby flatwoods community due to the small area of each habitat type and the dominance of slash pine (*Pinus elliotti*). The canopy is dominated by slash pine which is generally open. Other canopy species include sand pine (*Pinus clausa*), scrub live oak (*Quercus geminata*, *Q. myrtifolia*, *Q. chapmanii*), silkbay (*Persea humilis*), and Brazilian pepper (*Schinus terebinthifolius*). The community transitions from the east up the ridge from pine flatwoods to more xeric scrub communities. Historically, the ridge canopy was mostly sand pine but human disturbance and clearing activities have resulted in a loss of most of the sand pine. One large sand pine still exists and several small recruits were observed nearby. The preservation areas comprise the highest quality scrub/scrubby flatwood areas existing on the parcel.

Understory species include saw palmetto (*Serenoa repens*), cabbage palm (*Sabal palmetto*), lovevine (*Cassytha filiformis*), rusty lyonia (*Lyonia ferruginea*), tarflower (*Befaria racemosa*), tallowwood (*Ximenia americana*), pawpaw (*Asimina reticulata*), and pennyroyal (*Piloblephis rigia*). Ground cover species include gopher apple (*Licania michauxii*), prickly pear cactus (*Opuntia compressa*), shiny blueberry (*Vaccinium myrsinites*), reindeer moss (*Cladina sp.*), wiregrass (*Aristida stricta*), golden aster (*Heterotheca subaxillaris*), palafoxia (*Palafoxia feayi*), beautyberry (*Callicarpa americana*), and silkgrass (*Pityopsis graminifolia*). Wild grape (*Vitis sp.*), earleaf acacia (*Acacia sp.*), areca palm (*Chrysalidocarpus sp.*), mimosa (*Albizia julibrissin*), and umbrella trees (*Schefflera brassia actinophylla*) also occur in areas of former disturbance near the edges of this community.

With management, much of this area will be restored to optimal conditions. Lack of fire and other associated management has resulted in areas overgrown with extensive areas overgrown with wild grape, greenbriar (*Smilax sp.*), and exotic vegetation resulting in numerous dead canopy species.

With management, the preservation areas may provide habitat for numerous wildlife species endemic to scrub habitat. All gopher tortoise burrows located in this parcel were excavated per FGFWFC Permit No. WR95198 and relocated off-site. The small cabbage palms were initially considered to be scrub palmetto (*Sabal etonia*), but on close re-examination, the

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fruit were determined to be too small measuring approximately 5-8mm instead of 10mm or greater for the fruit of scrub palmetto.

2. Disturbed/Previously Cleared (+/-11.0 acres)

Investigation of aerial photographs from 1965 to present indicate that approximately two-thirds of the site has been cleared of native vegetation at various times. These areas include the southern and western portions of the parcel. The eastern 300 feet of the parcel was recently cleared of all understory vegetation. The slash pine canopy remains intact. The property was likely used for landscape nursery operations as indicated by the dense forest of swiniam cherry (*Eugenia uniflora*) on the south portion of the site and exotic landscape vegetation such as schefflera (*Brassia actinophylla*), mango, royal poinciana (*Delonix regia*), ficus (*Ficus benjamina*), areca palm, mimosa, castor bean (*Ricinus communis*), and other nursery vegetation.

Brazilian pepper dominates large areas on the south and western portions of the parcel as well as most of the perimeter of the site. Scrub species occur sporadically, but are out-competed by exotic vegetation. The remaining saw palmetto are overgrown with wild grape and Brazilian pepper.

The preservation area includes a small portion of this community on the western extent of the preserve. These areas will be restored per Section 6.0 of this plan.

D. Wildlife Use

Wildlife known to occur on this parcel include several species of mammals and birds such as raccoon (*Procyon lotor*), cottontail rabbit (*Sylvilagus floridanus*), opossum (*Didelphis marsupialis*), gray squirrel (*Sciurus carolinensis*), mourning dove (*Zenaida macroura*), common flicker (*Colaptes auratus*), and mocking bird (*Mimus polyglottos*). Gopher tortoise (*Gopherus polyphemus*) were observed on the parcel and commensal species could occur.

3.0 LISTED SPECIES SURVEY

A list of potentially occurring state and federally protected species was compiled prior to field survey to develop specific survey methodology to accurately determine the presence or site utilization of protected species (Tables 1 and 2). Plant and animal species determined to be endangered, threatened, or of special concern by the U.S. Fish and Wildlife Service (USFWS) and FGFWFC were evaluated for the potential of occurrence on the Hills at Lake Eden parcel based upon known or expected population distribution and range, preferred habitat types, and documented occurrence. A listed species field survey was conducted throughout the parcel in an effort to observe any sign of site utilization of protected species.

Weather conditions during the survey varied from rainy to sunny. Temperatures were mostly in the high eighties to low nineties and wind speeds ranged from 5 to 10 mph. Survey

November 8, 1995

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TABLE 1. LISTED WILDLIFE SPECIES POTENTIALLY OCCURRING ON THE HILLS AT LAKE EDEN PARCEL.

Common Name	Scientific Name	FGFWFC	USFWS	Occurrence
Eastern indigo snake	<i>Drymarchon corais couperi</i>	T	T	Possible
Gopher tortoise	<i>Gopherus polyphemus</i>	SSC	UR2	Observed
Florida pine snake	<i>Pituophis melanoleucus</i>	SSC	UR2	Unlikely
Florida mouse	<i>Podomys floridanus</i>	SSC	UR2	Possible
Gopher frog	<i>Rana areolata aesopus</i>	SSC	UR2	Possible
Southeastern kestrel	<i>Falco sparverius paulus</i>	T	C2	Unlikely
Red-cockaded woodpecker	<i>Picoides borealis</i>	T	E	Unlikely
Sherman's fox squirrel	<i>Sciurus niger shermani</i>	SSC	C2	Unlikely
Florida scrub jay	<i>Aphelocoma coerulescens</i>	T	T	Unlikely

E=Endangered

T=Threatened

SSC=Species of special concern

UR2=Under review for listing

C2=A candidate for Federal listing

FGFWFC=Florida Game and Fresh Water Fish Commission

USFWS=United States Fish and Wildlife Service

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TABLE 2. LISTED PLANT SPECIES POTENTIALLY OCCURRING ON THE HILLS AT LAKE EDEN PARCEL.

Common Name	Scientific Name	FDA	USFWS	Occurrence
Curtiss milkweed	<i>Asclepias curtissii</i>	E		Unlikely/Not observed
Four petal pawpaw	<i>Asimina tetramera</i>	E	E	Unlikely/Not observed
Scrub mint	<i>Conradina grandiflora</i>	E	C2	Not observed
Prickly pear cactus	<i>Opuntia compressa</i>	T		Present
Nodding pinweed	<i>Lechea cernua</i>	E	C2	Unlikely/Not observed
Scrub palmetto	<i>Sabal etonia</i>	T		Possible/Not observed
Wild pine	<i>Tillandsia spp.</i>	T		Present

E=Endangered

T=Threatened

SSC=Species of special concern

UR2=Under review for listing

FDA=Florida Department of Agriculture and Consumer Services

USFWS=United States Fish and Wildlife Service

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hours varied throughout the day. Early morning surveys were conducted to document bird utilization and late afternoon surveys facilitated observations for mammalian species. With the exception of the gopher tortoise, prickly pear cactus (*Opuntia compressa*) and wild pine (*Tillandsia sp.*), no other listed species were observed on the parcel.

Wildlife surveys indicated four (4) tortoises occurred on the parcel. These tortoises (2 males and 2 females) were captured and relocated in the preserve area at Big Cypress per FGFWFC Permit No. WR95198 on September 8, 1995.

4.0 RESPONSIBILITIES OF THE DEVELOPER

The following management plan shall be used to govern all activities or concerns relating to preservation areas and conservation easements noted on the development plan. The goal of this plan is to assure the continued viability of all preservation areas and/or conservation easements within the Hills at Lake Eden parcel. The developer and Homeowners Association (HOA) will be responsible for the implementation of this plan through its contractors. No alterations are permitted to this plan or within the preservation areas and/or conservation easements without prior approval from the City of Boynton Beach. The objective of the Hills at Lake Eden Management Plan is to ensure that the natural integrity of the preservation area will remain undisturbed throughout construction activities and in perpetuity.

The scope of the work is as follows:

- Designation of preservation areas and conservation easements
- Clearing, grubbing, and debris removal
- Excavation or fill activities
- Implementation of Management Plan

A. Designation of Preservation Areas and Easements

The owner or his assignee shall delineate all preservation areas and appropriately mark these areas to prohibit encroachment during clearing and grubbing activities (Attachment I). Appropriate markings shall include but not be limited to orange vinyl barrier fencing attached to 5' 2"x4 lumber installed 15' apart around the entire perimeter of the preserve. All fenced areas shall be inspected by the City of Boynton Beach prior to clearing and grubbing.

B. Clearing, Grubbing, and Debris Removal

To prevent damage to preserve vegetation during clearing and grubbing activities, the perimeter of the preserve will be root-pruned to a depth of 4 feet at least 3 weeks prior to clearing. The root-pruning will occur 2' outside the preserve boundary. Trees, shrubs, stumps, etc. shall be disposed of in accordance with local, state, and federal regulations. Other domestic

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debris and household trash shall be removed from the site and disposed of in an approved landfill site.

C. Excavation/Fill Areas

Excavation/fill limits shall be marked by the owner or his assignee. Grade changes adjacent to upland preservation areas will be engineered so that any cut or fill will not encroach on any preservation areas or allow surface water runoff to sheet flow into or out of the preservation area. Placement of the fill shall be accomplished by the contractors at the direction of the owner or his assignee.

Prohibited activities in the preservation areas include but are not limited to: construction or placing of building materials on or above the ground; dumping or placing soil or other substances such as garbage, trash, and cuttings; removal or destruction of native trees, shrubs or other vegetation unless previously outlined in the Hills at Lake Eden Management Plan; excavation, dredging, or removal of soil material, diking or fencing, recreational vehicle use, and any other activities detrimental to drainage, flood control, water conservation, erosion control, or fish and wildlife habitat conservation or preservation. No alterations are permitted within the preservation areas and easements without prior approval of the City of Boynton Beach.

D. Drainage Calculations

See Attachment II.

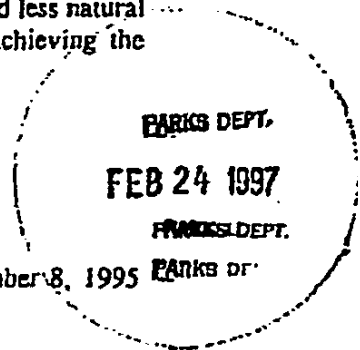
E. Implementation of Management Plan

The following Management Plan has been designed to conform with all state, county, and City of Boynton Beach guidelines which are in place for the protection of listed species and associated habitat allocated for the preservation areas.

5.0 MECHANICAL MANAGEMENT

A. Purpose

Mechanical management of vegetative communities in the preservation areas will be implemented to maintain and enhance the habitat and wildlife values for plant and animal species occurring within the preservation areas. While somewhat more intrusive and less natural than fire as a management tool, mechanical measures have been successful in achieving the ecological objectives of habitat management.



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B. Objectives

Beneficial results from mechanical management includes opening the canopy to allow sunlight to penetrate the forest floor and increase herbaceous growth. This opening of the canopy allows the regeneration of canopy species and decreases the density of overgrown understory species to prevent succession to senescent scrub. Regularly implemented mechanical management effectively arrests plant succession, maintaining the xeric oak/sand pine scrub in a state most beneficial to indigenous wildlife species.

C. Mechanical Management Prescription

Mechanical methods of managing scrub habitat, although still experimental, will be used in the Hills at Lake Eden preservation areas where burning is prohibited because of safety constraints. This prescription minimizes adverse impacts whenever possible to protect the ecosystem under management and maintain the natural integrity of the preservation areas.

Mechanical management, though thought to be less beneficial than fire management, may be implemented to achieve management objectives. In many instances, weather conditions, droughts, smoke sensitive areas, or other considerations prohibit the use of fire as a management tool. Mechanical management has been selected because it is more effective in opening up small areas of overgrown vegetation and to achieve the management objectives. Mechanical management is considered more destructive to soil, seed source, and wildlife than fire. However, periodic management may prevent the encroachment of woody perennials and maintain young oak trees which are more susceptible to fire damage. Hand clearing alleviate soil and seed source damage.

The xeric oak canopy in the preservation areas is closed and in need of selective thinning. The understory is overgrown with exotic vegetation and prevents the sunlight from penetrating the ground floor, effectively eliminating herbaceous growth. This also, reduces foraging area and travel corridors for other wildlife species. The overgrown understory also effectively prevents the successful reseeded of young oak and understory species in much of the preservation area. Without some management, the scrub community will offer very little habitat value for wildlife species.

The mechanical prescription for the Hills at Lake Eden preservation areas proposes to use selective thinning for canopy species. Selective thinning by chainsaw of the canopy should be implemented manually on up to ten percent (10%) of the oak scrub community to open up the area for reseeded and to increase the quantity and quality of herbaceous ground cover. This technique should be implemented approximately every 7-10 years. Minimal soil disturbance should occur so as not to lose the native seed source. Exotic vegetation removal will comprise the primary management component. Areas of extensive exotic removal will be re-planted with containerized vegetation.

C&N Environmental Consultants, Inc.

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November 8, 1995

PARKS DEPT.

FEB 24 1997

RECORDER'S MEMO: Legibility of document
unsatisfactory when received.

JRS 9759 ps 588

Track equipment will be discouraged in the preservation areas as root systems within the oak community are especially sensitive to such compaction. All management will be implemented and debris removed by rubber tired equipment or by hand (chainsaw). All other native vegetation in the preservation areas will remain undisturbed and special care will be taken to avoid disturbances to soils and sensitive ground cover species.

Selective thinning of dense oak should not occur in areas with exceptional growth of *Tillandsia* species. With careful management, a mosaic of habitat types can be maintained and protected for this unique values for the likely benefit of all the inhabitants.

6.0 HABITAT RESTORATION

Vegetation species for habitat restoration include, but are not limited to, the following:

- Scrub palmetto (*Sabal etonia*)
- Cabbage palm (*Sabal palmetto*)
- Saw palmetto (*Serenoa repens*)
- Sand pine (*Pinus clausa*)
- Sand live oak (*Quercus germinata*)
- Zamia (*Zamia floridana*)
- Chapmans oak (*Quercus chapmanii*)
- Myrtle oak (*Quercus myrtifolia*)
- Runner oak (*Quercus minima*)
- Scrub mint (*Conradina grandifolia*)
- Gopher apple (*Licania michauxii*)

Herbaceous material shall be installed using containerized nursery stock with trees planted 10' o.c. and understory planted 3' o.c. Spacing to mimic the natural plant association (i.e., informal groupings with staggered heights and mixed species) will be attempted where possible. No plant relocation will occur into the preservation areas. All planted material will be containerized. The planting must be approved by the City of Boynton Beach prior to installation.

7.0 LONG TERM MANAGEMENT

The Hills at Lake Eden preservation areas will be maintained as natural habitat in perpetuity by the HOA. The prescribed management techniques will be implemented approximately every 7-10 years to achieve the management objectives set forth in this plan. A 3' setback at the back-of-lot will be sodded and maintained. The setback area will be mowed at regular intervals to prevent recolonization of weedy and exotic species. Any proposed nature paths in the preservation areas also will be maintained at regular intervals to provide safe access for members of the community.

FEB 27 1997

ORE 9769 Ps 589

Prior to management activities, all required notices and necessary permits will be submitted to the City of Boynton Beach. Every effort will be made to protect listed species and other sensitive resources during implementation of the management plan.

A. Additional Management Techniques

1. Exotic/Nuisance Species Removal and Control

Any Brazilian pepper, Australian pine (*Casuarina equisetifolia*), melaleuca (*Melaleuca quinquenervia*), or other exotic vegetation will be removed from the preservation areas. Brazilian pepper should be removed from the preservation areas using the chemical control described in the following section. Debris less than 8" in diameter (DBH) will be chipped on site and used as mulch where needed. Vegetation debris larger than 8" DBH will be hauled off site to an approved landfill.

2. Garlon 3-A®

Garlon 3-A-Triclopyr (3,5,6-Trichloro-2-pyridinylacetic acid) will be used by a licensed operator to eradicate Brazilian pepper trees in the Hills at Lake Eden preservation areas. The trees will be cut-stumped. The cut surfaces will be sprayed or painted with Garlon 3-A® (undiluted). Garlon 3-A® will be applied by a person licensed by the State of Florida to handle restricted chemicals. Every precaution will be used to contain the chemical to the application site. The fallen trees will be removed via a haul route resulting in minimal disturbance to soils and native vegetation remaining in the preservation areas.

3. Maintenance and Monitoring

After the initial Garlon 3-A® treatment, the site will be monitored quarterly for a period of one year by qualified environmental professional. Regrowth stumps will be cut and retreated with Garlon 3-A® at a rate of 3ml per cut at 4-inch intervals. Regrowth greater than one inch DBH will be cut-stumped and treated with Garlon 3-A® at a rate of 1ml/inch DBH to ensure 100 percent eradication.

The preservation areas will be monitored quarterly for the first year for the re-emergence of exotic species. All new growth will be hand removed.

At the end of one year (maintenance and monitoring period), a letter report will be sent to the City of Boynton Beach to summarize the implementation and success of the Preservation Area Management Plan.

If exotic species invasion continues, at this time, to be a problem, new eradication techniques will be implemented in coordination with the City of Boynton Beach Environmental Staff. The preservation areas will be monitored annually thereafter for a period of two years if the eradication program is deemed successful at the end of the first year.

URE 9769 Ps 590

8.0 REPLACEMENT AND ENHANCEMENT PROGRAM

The highest quality scrub habitat occurring on the Hills at Lake Eden site will be maintained as viable habitat per the intent of Chapter 7.5, Article IV of the City of Boynton Beach ordinance. All planted scrub material will comply with the requirement of the city landscape ordinance. Proposed upland buffer areas on the project site will be available for relocation of native plant species and enhancement as scrub oak habitat. Every effort will be made to preserve protected plant species occurring on the project site. Additionally, use of native plant species adapted to the xeric soils will be utilized for natural xeriscaping and minimize future water consumption for preservation areas maintenance. Surface water management plans will be designed to insure no runoff will occur into the preservation areas so as to further ensure the long term integrity of the preservation areas.

Included in the enhancement program will be the clean up of the dump sites within the preservation areas. Some heavy equipment will be required, but no track vehicles will be employed. Established haul routes will be utilized in the removal of dumped materials.

The preservation areas will be surveyed prior to construction activities and designated as a preservation area with surveyor stakes and protected by orange barrier fencing. Upon project completion, signs will be posted along the perimeter of the preservation areas behind every lot designating the area as a preserve area. Passive recreational features will be maintained within the preservation areas. A buffer comprised of sod will be maintained along the 3' setback along the perimeter of the preserve of the area on the Hills at Lake Eden site.

9.0 PROHIBITED ACTIVITIES

The upland preserve areas will be maintained in perpetuity or throughout the history of the project. The following activities are prohibited within the areas:

- Construction or placing of buildings, road signs not related to nature education information, billboards or other advertising, utilities and drainage easements or other structures on or above the ground.
- Dumping or placing of soil or other substances or material as landfill or dumping or placing of trash, waste, or unsightly or offensive materials.
- Removal or destruction of trees, shrubs, or other vegetation with the exception of exotic and/or nuisance vegetation removal.
- Excavation, dredging, or removing of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface.
- Surface use except for purposes that permit the land area to remain in its natural condition.

URS 9769 Pa 591

- * Any improvements proposed for the back of lots that will change the natural integrity of the preservation area.
- * Diking or fencing, and any other activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation or fish and wildlife habitat conservation or preservation.
- Acts or uses detrimental to preserve areas.
- Surface water sheet flow into or out of the preserve area.

10.0 ENTITY RESPONSIBLE FOR MANAGEMENT

The Hills at Lake Eden HOA will be responsible for the long term management of Hills at Lake Eden preservation areas.

The purpose of the on-site preservation areas is to provide viable and functional habitat for the endemic wildlife of this area and maximize the potential for long-term sustainability of the oak/sand pine scrub habitat. Primary management is for endemic scrub wildlife currently utilizing the site and vegetative health.

Management and maintenance of the preservation areas and easements will consist of monitoring for plant health and invasion of exotic species, specifically, Australian pine, melaleuca, and Brazilian pepper. Initial removal of exotic plants shall occur during clearing and grubbing activities. Follow-up monitoring and exotic removal shall occur quarterly for the first year. Stumps of exotic species shall be treated with an approved herbicide to inhibit regrowth and shall be applied following local, state, and federal guidelines.

Prohibited activities in the preservation areas include, but are not limited to construction or placing of building materials on or above the ground, dumping or placing soil or other substances such as garbage, trash, cuttings, removal or destruction of native trees, shrubs, or other vegetation unless previously outlined in the Preservation Area Management plan, excavation, dredging, or removal of soil material, diking or fencing, recreation vehicle use, and any other activities detrimental to drainage, flood control, water conservation, erosion control, or fish and wildlife habitat conservation or preservation.

The City of Boynton Beach shall have the right to enforce the provisions of the Hills at Lake Eden Preservation Area Management Plan through any available administrative or civil proceedings which may result in penalties, appropriate revegetation and other remedies as against any person, corporation, or other entity in violation of any of the provisions of the Preservation Area Management Plan.

FEB 24 1997
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ORE 9769 Ps 592

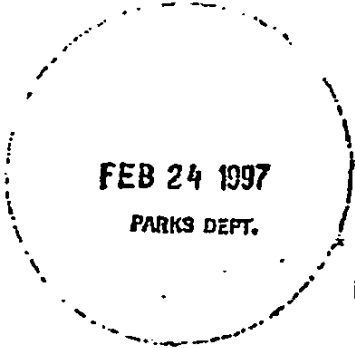
11.0 TEMPORARY IRRIGATION

A temporary irrigation system will be installed within all restoration areas. New plantings will be watered daily for a period of 60 days and weekly for an additional 60 days. This will ensure survival of the newly planted vegetation.

12.0 FINANCIAL RESPONSIBILITY

The Hills at Lake Eden HOA will be responsible for the financial obligation of the preservation areas. Newport Properties will be responsible for initial implementation of the management plan prior to and during construction.

CERTIFIED COPY



URS 9769 Ps 593

NOT A CERTIFIED COPY

ATTACHMENT I
PRESERVATION AREAS

Indicated on site as Tract "B" and "C" as shown on the recorded plat of record of Hills of Lake Eden, PUD.

FEB 24 1997
PARKS DEPT.

URS 9769 Ps 594

FINTO

Fax: 3054269669

Nov 07 15:18

Gentry Engineering and Land Surveying, Inc.

P.O. BOX 243
DELRAY BEACH, FLORIDA 33447
PHONE: 272-1924

Member
American Society of Civil Engineers
American Congress of Surveying & Mapping

November 3, 1995

Member
Florida Society of
Professional Land Surveyors

Mr. Kevin Hallahan, Forester/Environmentalist
Parks and Recreation Dept.
City of Boynton Beach
100 E. Boynton Beach Blvd.
P.O. Box 310
Boynton Beach, Fl. 33425-0310

Attn: Mike Haag, Site Developer Administrator
Planning and Zoning Dept.

Re: Hills at Lake Eden


Dear Kevin,

We are confirming by this letter that the conservation areas will be perpetually protected from storm runoff being directed into the preserve areas both during construction and following construction, after the single family homes have been built to protect said areas in their natural state with the exception of permitted maintenance and clearing of the prohibitive species.

If you should have any questions regarding the above, please contact my office.

Sincerely,

GENTRY ENGINEERING AND LAND SURVEYING, INC.


Furlison A. Gentry, BSCE, PSM

FEB 23 1997

PARKS DEPT.

97 MAR -7 11:10:29
FILED
CLERK OF DISTRICT COURT
PALM BEACH COUNTY, FLORIDA

ARTICLES OF INCORPORATION

OF

THE HILLS OF LAKE EDEN HOMEOWNER'S ASSOCIATION, INC.,

(A corporation not for profit)

The undersigned hereby executes these Articles of Incorporation for the purpose of forming a corporation not for profit under Chapter 617 (1990) of the Florida Statutes (the "Florida Not For Profit Corporation Act") and certifies as follows:

ARTICLE I

NAME

The name of the corporation shall be THE HILLS OF LAKE EDEN HOMEOWNER'S ASSOCIATION, INC., hereinafter referred to as the "Association" and its duration shall be perpetual.

ARTICLE II

PURPOSE

The purpose for which the Association is organized is to engage a non-profit organization in protecting the value of the property of the Members of the Association, to exercise all the powers and privileges and to perform all of the duties and obligations of the Association as defined and set forth in that certain Declaration of Covenants and Restrictions for THE HILLS OF LAKE EDEN, as it may be amended from time to time (the "Declaration") to be recorded in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, including the establishment and enforcement of payment of charges and Assessments contained therein and to engage in such other lawful activities as may be to the mutual benefit of the Members and their property. All terms used herein which are defined in the Declaration shall have the same meaning herein as therein.

ARTICLE III

POWERS

The powers of the Association shall include and be governed by the following provisions:

Section 1. Common Law and Statutory Powers. The Association shall have all of the common law and statutory powers of a corporation not-for-profit which are not in conflict with the terms of these Articles and the Declaration.

Section 2. Necessary Powers. The Association shall have all of the powers reasonably necessary to implement its purpose, including, but not limited to, the following:

- A. To operate and manage the Common Property in accordance with the purpose and intent contained in the Declaration;
- B. To make and collect Assessments against Members to defray the Common Expenses;
- C. To use the proceeds of Assessments in the exercise of its powers and duties;
- D. To maintain, repair, replace and operate the Common Property, and the Lake Easements, if any.

- E. To reconstruct Improvements upon the Property after casualty and to further improve the Property;
- F. To make and amend the By-Laws for the Association and regulations respecting the use of the Property;
- G. To pay all taxes and other assessments which are liens against the Common Property;
- H. To enforce by legal means the provisions of the Declaration, these Articles, the By-Laws, the rules and regulations and the Traffic Regulations for the use of the Property;
- I. To establish and maintain such reserve funds, as may be required from time to time by the Board of Directors, in accordance with the provisions of the Declaration.
- J. To bring suit and to litigate on behalf of the Association, the Members and the Owners; provided, however, that except as specifically set forth in this Paragraph J, the Association shall not have the power to bring suit or to litigate on behalf of the Association, the Members or the Owners without the express prior written consent of at least eighty percent (80%) of the Owners. The foregoing restriction shall not apply to suits or litigation brought on behalf of the Association to collect assessments, enforce liens, bring injunctive action or to otherwise enforce these Articles of Incorporation, the By-Laws, the Declaration, the rules and regulations or the Traffic Regulations promulgated by the Association nor shall this restriction apply to the Association's defense of any suits or litigation brought against the Association. The foregoing restrictions shall not apply while Developer is in control of the Association;
- K. To provide for management and maintenance and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the collection of Assessments, preparation of records, enforcement of rules and Traffic Regulations and maintenance of the Common Property. The Association shall, however, retain at all times the powers and the duties granted it by common law, Florida Statutes and local ordinances including, but not limited to, the making of Assessments, the promulgation of rules and the execution of contracts on behalf of the Association.
- L. To possess, enjoy and exercise all powers necessary to implement, enforce and carry into effect the powers above described, including the power to acquire, hold, convey and deal in real and personal property.

Section 3. Funds and Title to Properties. All funds and title to all properties acquired by the Association and the proceeds thereof shall be held only for the benefit of the Members in accordance with the provisions of the Declaration. No part of the income, if any, of the Association shall be distributed to the Members or officers of the Association.

Section 4. Limitation. The powers of the Association shall be subject to and be exercised in accordance with the provisions of the Declaration.

.. ARTICLE IV

MEMBERSHIP

Qualification for, and admission to, membership in the

Association shall be regulated by the Declaration and the By-Laws of the Association.

ARTICLE V
BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of Directors consisting of not less than three (3) nor more than nine (9) directors. Until such time as Developer relinquishes control of the Association, as described in the Declaration, Developer shall have the right to appoint all members of the Board of Directors and to approve the appointment of all officers of the Association and no action of the membership of the Association shall be effective unless, and until, approved by the Developer. Further, until turnover of control by Developer, as aforesaid, no director or officer need be a Member of the Association; thereafter, all directors and officers must be Members of the Association except such directors that are appointed by the Developer, as provided herein. The number of directors constituting the initial Board is three (3) and they shall serve until such time as Developer relinquishes control of the Association or until replaced by Developer. Commencing with the first annual meeting of Members following the date on which Developer relinquishes control of the Association, the directors shall be elected by the Members of the Association at the annual meeting. The Developer shall be entitled at any time, and from time to time, to remove or replace any director originally appointed by the Developer. The Developer may waive or relinquish in whole or in part any of its rights to appoint any one or more of the directors it is entitled to appoint. The following persons shall constitute the initial Board of Directors:

<u>Name</u>	<u>Address</u>
<u>Robert J. Trautman</u>	<u>600 West Hillsboro Boulevard</u> <u>Suite 101</u> <u>Deerfield Beach, Florida 33441</u>
<u>Timothy R. Kelly</u>	<u>Same as above</u>
<u>Ronald L. Platt</u>	<u>Same as above</u>

ARTICLE VI

OFFICERS

Officers shall be elected by the Board of Directors at the annual meetings of the Directors, as provided in the By-Laws. Until such time as Developer relinquishes control of the Association, as provided in the Declaration, Developer shall have the right to approve all of the officers elected. The initial officers shall consist of a President, Vice President, Secretary, and Treasurer. The following persons shall serve as the initial officers:

<u>Name</u>	<u>Title</u>
<u>Robert J. Trautman</u>	President
<u>Timothy R. Kelly</u>	Vice-President
<u>Ronald L. Platt</u>	Secretary
<u>Timothy R. Kelly</u>	Treasurer

ARTICLE VII

INDEMNIFICATION OF OFFICERS, DIRECTORS
AND COMMITTEE MEMBERS

Every Director, Officer and Committee Member of the Association shall be indemnified by the Association as provided in the Declaration.

ARTICLE VIII

BY-LAWS

The By-Laws of the Association may be adopted, amended, altered or rescinded as provided therein; provided, however, that at no time shall the By-Laws conflict with these Articles of Incorporation or the Declaration. Until such time as Developer relinquishes control of the Association, no amendments to the By-Laws shall be effective unless Developer shall have joined in and consented thereto in writing. Any attempt to amend, alter or rescind contrary to these prohibitions shall be of no force or effect.

ARTICLE IX

AMENDMENTS

These Articles of Incorporation of the Association may be amended, altered or rescinded as provided in the Florida Not For Profit Corporation Act, provided however, that no such amendments shall conflict with the terms of the Declaration, or adversely affect the rights of Developer, without Developer's prior written approval. Any attempt to amend, alter or rescind contrary to these prohibitions shall be of no force or effect.

ARTICLE X

REGISTERED AGENT AND REGISTERED OFFICE

The name of the initial registered agent shall be Robert J. Trautman and the street address of the registered office of the Association shall be 600 West Hillsboro Boulevard, Suite 101, Deerfield Beach, Florida 33441. The Association shall have the right to designate subsequent registered agents without amending these Articles of Incorporation. The corporate address shall be the same.

IN WITNESS WHEREOF, the incorporator has executed these Articles of Incorporation at Broward County, Florida, the 25th day of February, 1997.

Signed, sealed and delivered
in the presence of:

Mary Beth Kew
WITNESS: Print Name Mary Beth Kew

Robert J. Trautman (SEAL)
Robert J. Trautman
Incorporator

Anne Giordano
WITNESS: Print Name ANNE GIORDANO

STATE OF FLORIDA)
) ss.
COUNTY OF BROWARD)

The foregoing Articles of Incorporation were acknowledged before me this 25th day of February, 1997 by Robert J.

Trautman the incorporator named therein who is personally know to me or who produced a Drivers License as identification and who did not take an oath.

(NOTARY SEAL)



Marcia Ocana
Notary Public
State of Florida at Large
My Commission Expires:

ACCEPTANCE BY REGISTERED AGENT

Having been named to accept service of process for the above named corporation at the place designated in these Articles of Incorporation, I hereby agree to act in this capacity and agree to comply with the provisions of Chapter 48.091, Florida Statutes, relative to keeping said office open for service of process.

Robert J. Trautman
Robert J. Trautman
Registered Agent

NOTARY CERTIFIED COPY

FILED
97 MAR - 7 AM 10:29
TALLAHASSEE, FLORIDA

BY-LAWS
OF
THE HILLS OF LAKE EDEN HOMEOWNER'S ASSOCIATION, INC.

A Not-for-Profit Corporation Under
the Laws of the State of Florida

ARTICLE I

IDENTIFY

Section 1. The name of this corporation is THE HILLS OF LAKE EDEN HOMEOWNER'S ASSOCIATION, INC., hereinafter referred to as the "Corporation" or "Association".

Section 2. The initial principal office of the Corporation is 600 West Hillsboro Boulevard, Suite 101, Deerfield Beach, Florida 33441.

Section 3. The seal of the Association shall bear the name of the Association, the word "Florida", the words "Corporation Not-for-Profit" and the year of incorporation, an impression of which is as follows:

Section 4. All terms used herein which are defined in that certain Declaration of Covenants and Restrictions for THE HILLS OF LAKE EDEN, as it may be amended from time to time (the "Declaration", shall have the same meaning herein as therein.

ARTICLE II

PURPOSES

The Association is organized to serve as the instrumentality of Owners in the Property for the purpose of controlling and regulating use of the amenities therein; of promoting, assisting and providing adequate and proper maintenance of the Property for the benefit of all Owners therein; the maintenance of the land and facilities; to exercise all powers and discharge all responsibilities granted to it as a corporation under the laws of the State of Florida, its Articles of Incorporation, these By-Laws and the Declaration; to acquire, hold, convey and otherwise deal with real and/or personal property in the Association's capacity as a homeowners association and to otherwise engage in such additional lawful activities for the benefit, use, convenience and enjoyment of its Members as it may deem proper.

ARTICLE III

DIRECTORS AND OFFICERS

Section 1. Directors

A. The affairs of the Association shall be managed by a Board of Directors which shall consist of not less than three (3), nor more than nine (9) members. The initial Board shall consist of the individuals named in the Articles of Incorporation of the Association, who shall serve until the earlier of the following events: The Turnover Meeting, replacement by the Developer or resignation by the board member.

B. At the Turnover Meeting and at each annual meeting thereafter, the Board of Directors shall be elected by the Members of the Association.

C. Directors shall be elected as follows: Prior to each annual meeting, the Board of Directors shall appoint a Nominating Committee consisting of three (3) Members, using such procedures as the Board may establish. The Nominating Committee shall nominate one person for each vacancy to be filled at that annual meeting and each Board member shall be provided with a list of the nominations at least one (1) day prior to the annual meeting. Other nominations may be made from the floor. The election shall be by written ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled.

D. There shall be no cumulative voting.

E. The organizational meeting of the newly elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the directors at the meeting at which they were elected and no further notice of the organizational meeting shall be necessary.

F. No director shall receive or be entitled to any compensation for his services as director, but shall be entitled to reimbursement for all expenses incurred by him as such, if incurred upon the authorization of the Board.

G. Until such time as Developer relinquishes control of the Association, no director or officer need be a Member of the Association. Thereafter, all directors and officers must be Members of the Association. No officer or director appointed by the Developer can be removed except by the Developer.

Section 2. Officers. The executive officers of the Association shall be: President, Vice-President/Treasurer, Secretary, and such other officers as the Board of Directors may appoint. The officers named in the Articles of Incorporation shall serve until replaced by Developer, until their resignation or until the first regular meeting of the Board of Directors, whichever shall occur first. Officers elected at the first meeting of the Board shall hold office until the next annual meeting of the directors or until their successors shall have been appointed and shall qualify. So long as Developer retains the right of appointment of all members of the Board of Directors, no officer appointed by the Board shall serve the Association until such time as Developer approves the appointment. Upon the appointment of an officer by the Board of Directors, whether the appointment occurs at the annual meeting or otherwise, the Board shall forthwith submit the name of such newly appointed office or officer, as the case may be, in writing to Developer. Developer shall approve or disapprove said officer or officers, within thirty (30) days after receipt of said name or names. In the event Developer fails to act within such time period, such failure shall be deemed approval by Developer.

Section 3. Resignation, Vacancy, Removal.

A. Resignation: Any director or officer of the Association may resign at any time, by instrument in writing. Resignations shall take effect at the time specified therein and if no time is specified, resignations shall take effect at the time of receipt by the President or Secretary of the Association. The acceptance of a resignation shall not be necessary to make it effective.

B. Director Vacancy: When a vacancy occurs on the Board of Directors, the vacancy shall be filled by Developer until such time as Developer relinquishes control of the Association. Subsequent to the Turnover Meeting, a vacancy occurring on the Board of Directors shall be filled by the remaining members of the Board at their next meeting by the remaining members of the Board at their next meeting by electing a person who shall serve until the next annual meeting of Members. The

Developer shall be entitled at any time, and from time to time, to remove or replace any director originally appointed by the Developer. The Developer may waive or relinquish, in whole or in part, any of its right to appoint any one or more of the directors it is entitled to appoint.

C. Officer Vacancy: When a vacancy occurs in an office for any reason before an officer's term has expired, the office shall be filled by the Board of Directors at its next meeting by electing a person to serve for the unexpired term or until a successor has been elected by the board of directors and shall qualify. So long as Developer has or retains the right of appointment of all members of the Board of Directors, no officer appointed hereunder shall serve the Association until such time as Developer has approved the appointment, in accordance with the procedures set forth hereinabove.

D. Status of Developer: The Developer shall be deemed to be a Member of the Association from and after the date of the recordation of the Declaration in the public records of the County.

E. Removal: Any officer may be removed with or without cause by a majority vote of the full Board of Directors at a meeting of Directors called at least in part for the purpose of considering such removal. Any officer or director may be removed with or without cause and, for any reason, upon a petition in writing by a majority of the Members of the Association approved at a meeting of Members called at least in part for this purpose, by a two-thirds (2/3) vote of the membership; provided, however, that removal by a vote of the membership shall not apply so long as Developer has the right to appoint all members of the Board of Directors. The petition calling for the removal of such officer or director shall set forth a time and place for the meeting of Members and notice shall be given to all Members of such meeting in the manner provided in these By-Laws for the giving of notices of special meetings. At any such meeting, the officer or director whose removal is sought shall be given the opportunity to be heard. In addition, during the period of time during which Developer has or retains the right of appointment of all members of the Board of Directors, any officer or member of the Board of Directors may be removed with or without cause by Developer at its discretion.

Section 4. Indemnification of Directors, Officers and Committee Members

Every Director, Officer and Committee Member of the Association shall be indemnified by the Association against liability and expenses which he may incur by reason of his being or having been a Director, Officer or Committee Member of the Association in accordance with the terms of the Articles of Incorporation of the Association (hereinafter referred to as the "Articles of Incorporation") and the Declaration.

ARTICLE IV

POWERS AND DUTIES OF THE ASSOCIATION AND THE EXERCISE THEREOF

The Association shall have all powers granted to it by common law, Florida Statutes, the Declaration, the Articles of Incorporation and these By-Laws, all of which shall be exercised by its Board of Directors unless the exercise thereof is otherwise restricted in the Declaration, these By-Laws or by law; the powers of the Association shall include, but not be limited to, the following:

1. All of the powers specifically provided for in the Declaration and in the Articles of Incorporation.
2. The power to levy and collect Assessments against Lots, as provided for in the Declaration.

3. The power to expend monies collected for the purpose of paying the Common Expenses of the Association.

4. The power to purchase equipment, supplies and material required for the maintenance, repair, replacement, operation and management of the Common Property and that portion of the Lots outside the Units.

5. The power to insure and keep insured the Buildings and Improvements of the Association and other Improvements within the Property, as provided in the Declaration.

6. The power to employ the personnel required for the operation of the Association and the Common Property and that portion of the Lots outside the Units.

7. The power to pay utility bills for utilities serving the Common Property.

8. The power to contract for the management of the Association and to delegate to its contractor as manager, all of the powers and duties of the Association, except those matters which must be approved by Members.

9. The power to make reasonable rules and regulations and Traffic Regulations and to amend them from time to time.

10. The power to improve the Common Property, subject to the limitations of the Declaration.

11. The power to enforce by any legal means the provisions of the Articles of Incorporation, the By-Laws, the Declaration and the rules and regulations and Traffic Regulations promulgated by the Association.

12. The power to collect delinquent Assessments by suit or otherwise and to abate nuisances and enjoin or seek damages from Owners for violation of the provisions of the Declaration, the Articles of Incorporation, these By-Laws, the rules and regulations or the Traffic Regulations.

13. The power to pay all taxes and assessments which are liens against the Common Property.

14. The power to control and regulate the use of the Common Property by the Owners and to promote and assist adequate and proper maintenance of that property.

15. The power to borrow money and the power to select depositories for the Association's funds and to determine the manner of receiving, depositing and disbursing those funds and the form of check and the person or persons by whom the same shall be signed, when not signed as otherwise provided by these By-Laws.

16. The power to acquire real and personal property for the benefit and use of its Members and to dispose of the Property in accordance with the Declaration and the Articles of Incorporation.

17. The power to enter into a long term contract with any person, firm, corporation or real estate management or maintenance agent of any nature or kind, to provide for the maintenance, operation, repair and upkeep of the Common Property, the Lake Easements, and of any facilities on lease to the Association or otherwise provided for the Member's usage. The contract may provide that the total operation of the managing agent, firm or corporation shall be at the cost of the Association as a Common Expense. The contract may further provide that the managing agent shall be paid from time to time a reasonable fee either stated as a fixed fee or as a percentage of the total costs of maintenance, operation, repair and upkeep or of the total funds of the Association handled and managed by the managing or maintenance agent. Such fee, if any, shall be another of the management function costs to

be borne by the Association, as a Common Expense, unless the contract provides to the contrary.

18. The power to establish additional officers and/or directors of this Association and to appoint all officers, except as otherwise provided herein.

19. The power to appoint such committees as the Board of Directors may deem appropriate.

20. The power to establish such reserve funds as may be required from time to time by the Board of Directors, in accordance with the provisions of the Declaration.

21. The power to bring suit and to litigate on behalf of the Association, the Members and the Owners' provided, however, that except as specifically set forth in this Paragraph 22, the Association shall not have the power to bring suit or to litigate on behalf of the Association, the Members or the Owners without the express prior written consent of at least eighty (80%) of the Owners. The foregoing restrictions shall not apply to suits or litigation on behalf of the Association to collect Assessments, enforce liens, bring injunctive actions or to otherwise enforce the Articles of Incorporation, the By-Laws, the Declaration, the rules and regulations or the Traffic Regulations promulgated by the Association, nor shall these restrictions apply to the Association's defense of any suits or litigation brought against the Association. The foregoing restrictions shall not apply while the Developer is in control of the Association.

22. The power to possess, employ and exercise all powers necessary to implement, enforce and carry into effect the powers above described, including the power to acquire, hold, convey and deal in real and personal property.

ARTICLE V

DUTIES OF OFFICER

Section 1. President. The President shall be the chief executive officer of the Association and shall:

A. Act as presiding officer at all meetings of Members of the Association and of the Board of Directors.

B. Call special meetings of the Board of Directors.

C. Sign, with the Secretary or Treasurer as the Board of Directors so requires, all checks, contracts, promissory notes, leases, deeds and other instruments on behalf of the Association, except those which the Board of Directors specifies may be signed by other persons.

D. Perform all acts and duties usually required of a chief executive to insure that all orders and resolutions of the Board of Directors are carried out.

E. Act as ex-officio member of all committees and render an annual report at the annual meeting of Members.

Section 2. Vice President. The Vice President, in the absence or disability of the President, shall exercise the powers and perform the duties of the President. The Vice President also shall assist the President generally and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

Section 3. Secretary. The Secretary shall have the following duties and responsibilities:

A. Attend all regular and special meetings of the Members of the Association and of the Board of Directors and keep all records and minutes or proceedings thereof or cause the same to be done.

B. Have custody of the corporate seal and affix the same when necessary or required.

C. Attend to all correspondence on behalf of the Board of Directors, prepare and serve notice of meetings, keep membership books and receive all applications for membership.

D. Perform such other duties as the Board of Directors may determine and on all occasions in the execution of his duties, act under the superintendence, control and direction of the Board of Directors.

E. Have custody of the minute book of the meetings of the Board of Directors and Members and act as transfer agent of the corporate books.

Section 4. Treasurer. The Treasurer shall:

A. Attend all meetings of the membership and of the Board of Directors.

B. Receive such monies as shall be paid into his hands for the account of the Association and disburse funds as may be ordered by the Board of Directors, taking proper vouchers for such disbursements and be custodian of all securities, contracts, leases and other important documents of the Association which he shall keep safely deposited.

C. Supervise the keeping of accounts of all financial transactions of the Association in books belonging to the Association and deliver such books to his successor. He shall prepare and distribute to all of the members of the Board of Directors prior to each annual meeting and whenever else required, a summary of the financial transactions and condition of the Association from the preceding year. He shall make a full and accurate report on matters and business pertaining to his office to the Members at the annual meeting and make all reports required by law. He shall prepare the annual budget and present it to the Board of Directors for its consideration.

D. The Treasurer may have the assistance of an accountant or auditor, who shall be employed by the Association as a Common Expense. In the event the Association enters into a management agreement, it shall be proper to delegate such of the Treasurer's functions to the management agent as is deemed appropriate by the Board of Directors.

Section 5. Vice President/Treasurer. The Vice President /Treasurer shall:

A. Be permitted as one person/officer to conduct the aforesaid duties and responsibilities of both offices.

ARTICLE VI

MEMBERSHIP AND VOTING

Section 1. Qualification for Membership. The qualifications for membership and the manner of admission to membership, and termination of such membership, shall be as follows: A person or entity shall automatically become a Member of the Association upon acquisition of fee simple title to any Lot, by filing a deed therefore in the public records of Palm Beach County, Florida. Membership shall continue until such time as the Member transfers or conveys his interest of record or the interest is transferred or conveyed by operation of law, at which time membership, with respect to the Lot conveyed, shall automatically be conferred upon the transferee. Membership shall be appurtenant to any may not be separated from, ownership of property subject to the Declaration.

No person or entity holding an interest of any type or nature whatsoever in a Lot only as security for the performance of an

obligation shall be a member of the Association. Developer, by including additional property within the imposition of the Declaration, may cause additional membership in the Association and may designate the ownership basis for such additional membership. The Developer shall be a Member of the Association from and after the date of recordation of the Declaration, which membership shall continue so long as Developer owns any Lot(s) within the Property.

Section 2. Voting. The Association shall have one (1) class of voting membership. Each Member, including Developer shall be entitled to one vote for each Lot in which they hold interest required for membership. Votes may be exercised or cast by a Member in person or by proxy. Proxies may be filed with the Secretary of the Association prior to the meeting. A proxy shall be valid and entitle the holder thereof to vote until the Secretary shall have received a written revocation of such proxy executed by the grantor of such proxy or until the death or legal incompetence of the grantor. When more than one (1) person holds such interest or interests in any Lot, all such persons shall be Members and the vote for such Lot shall be exercised as they among themselves shall determine but in no event shall more than one (1) vote be cast with respect to any such Lot. With respect to each Lot owned by other than a natural person or persons or with respect to each Lot owned by more than one person, the Owner (s) shall file with the Secretary of the Association a notice designating the name of an individual who shall be authorized to cast the vote of such Owner(s). In the absence of such designation, the Owner(s) shall not be entitled to vote on any matters coming before the membership, nor shall the presence of such Owner(s) at a meeting be considered in determining whether the quorum requirement has been met. If a Lot shall be owned by husband and wife as tenants by the entirety, no certificate need be filed with the Secretary naming the person authorized to cast votes for said Lot and either spouse, but not both, may vote in person or by proxy and be considered in determining whether the quorum requirement has been met at any meeting of the members, unless prior to such meeting, either spouse has notified the Secretary in writing that there is a disagreement as to who shall represent the Lot at the meeting, in which case the certificate requirements set forth above shall apply.

ARTICLE VII

MEETINGS

Section 1. Meetings of Members.

A. Place of Meetings: All meetings of the Association shall be held at the office of the Association or may be held at such time and place as shall be stated in the notice thereof.

B. Annual Meetings: Annual Members' meetings shall be held upon such date as shall be selected by the Board of Directors, in its discretion, in each calendar year subsequent to relinquishment of control of the Association by Developer. No meeting shall be held on a legal holiday. The meeting shall be held at such time as the Directors shall appoint from time to time. The purpose of such meeting shall be the election of Directors and the transaction of other business authorized to be transacted by Members. The order of business shall be as determined by the Board of Directors.

C. Special Meetings: Special meetings shall be held whenever called by the President or by a majority of the Board of Directors and must be called by the Secretary, upon receipt of a written request from Members of the Association holding a majority of the total votes of the membership. Business transacted at all special meetings shall be confined to the objects and actions to be taken as stated in the notice of the meeting.

D. Quorum: A quorum for the transaction of business at the annual meeting or any special meeting shall consist of a majority of the total votes of the membership, being present either in person or by

proxy, but the Members present at any meeting although less than a quorum, may adjourn the meeting to a future date.

E. **Voting Required to Make Decisions:** When a quorum is present at any meeting, the vote of a majority of the Member's votes present in person or by proxy shall decide any question brought before the meeting, unless the Declaration, the Articles of Incorporation, these By-Laws or any applicable statute provides otherwise.

Section 2. Directors' Meetings.

A. **Annual Meeting:** The annual meeting of the Board of Directors shall be held immediately following the adjournment of the annual meeting of Members. The Board of Directors may establish a schedule of regular meetings to be held at such place as the directors may designate. Regular meetings may be held without notice.

B. **Special Meetings:** Special meetings of the Board of Directors may be called by the President, upon notice to each Director to be delivered by telephone, mail or in person. Special meetings may also be called on written request of two (2) directors. All notices of special meetings shall state the purpose, time and place of the meeting.

C. **Quorum:** At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business and the acts of a majority of the Directors present at such meeting at which a quorum is present, shall be the acts of the Board of Directors except where approval by a greater number is required by the Declaration, the Articles of Incorporation or these By-Laws. At any meeting at which a quorum is not present, the presiding officer may adjourn the meeting from time to time and at any such adjourned meeting, any business which might have been transacted at the meeting as originally called, may be transacted without further notice.

D. **Joinder:** The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such Director for the purpose of determining a quorum.

E. **Written Action:** Any action required to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing setting forth the action so to be taken, signed by all of the Directors, is filed in the minutes of the proceedings of the Boards. Such consent shall have the same effect as a unanimous vote.

F. **Presiding Officer:** In the absence of the presiding officer, the Director present shall designate one of their number to preside.

G. **Telephone Meeting:** Any regular or special meeting of the Board of Directors may be held by telephone conference, at which each participating member can hear and be heard by all other participating members.

H. **Order of Business:** The order of business at Directors' meetings shall be as determined by the Board of Directors.

ARTICLE VIII

NOTICE OF MEMBERS' MEETINGS

Section 1. Annual Meeting. Written notice of the annual meeting of Members shall be served upon or mailed to each Member entitled to notice, at least ten (10) days, and no more than sixty (60) days, prior to the meeting. Such notice shall be hand delivered or mailed to each Member at its address as it appears on the books of the Associations. Proof of such mailing may be given by the affidavit of the person giving the notice.

Section 2. Special Meeting. Written notice of a special meeting of Members stating the time, place and object of such meeting shall be served upon or mailed to each Member at least two (2) days and no more than sixty (60) days, prior to such meeting.

Section 3. Waiver. Nothing herein is to be construed to prevent Members from waiving notice of meetings or acting by written agreement without meetings.

ARTICLE IX

PROCEDURE

Robert's Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles of Incorporation and By-Laws of the Association or with the Statutes of the State of Florida.

ARTICLE X

ASSESSMENTS AND MANNER OF COLLECTION

The Board of Directors shall have the power to levy and enforce Assessments against Lots and Owners, as set forth in the Declaration.

ARTICLE XI

FISCAL MANAGEMENT

Section 1. Fiscal Year. The fiscal year of the Association shall be the calendar year; provided, however, that the Board of Directors is authorized to change to a different fiscal year at such time as the Board deems it advisable.

Section 2. Depositories. The funds of the Association shall be deposited in such accounts as may be selected by the Board of Directors, including checking and savings accounts in one (1) or more banks and/or savings and loan associations, with an investment firm or firms, all in accordance with resolutions approved by the Board of Directors. Association funds shall be withdrawn only over the signature of the President or such other persons as the Board may authorize. The Board may require more than one (1) signature on checks and bank drafts. The funds shall be used only for corporate purposes.

Section 3. Reserve Accounts. The Association shall establish and maintain such reserve accounts as shall be required from time to time by the Board of Directors, in accordance with the provisions of the Declaration. Payments to the reserve account and other incidental expenses incurred by the Association administering and carrying out any of the provisions of this Section 3 shall be a Common Expense.

Section 4. Fidelity Bonds. Fidelity bonds may be required by the Board of Directors from all officers and employees of the Association and from any contractor, director or officer handling or responsible for Association funds. The premiums for such bonds shall be paid by the Association as a Common Expense.

Section 5. Records. The Association shall maintain accounting records according to good practice which shall be open to inspection by Members at reasonable times. Such records shall include a record of receipts and expenditures and accounts for each Member, which accounts shall designate the name and address of the Member, the due dates and amount of each Assessment, the amounts paid upon the account and the balance due. A register for the names of all Mortgagees who have notified the Association of their liens and to which lienholder the Association will give notice of default if required, shall also be maintained.

Section 6. Annual Statement. The Board of Directors shall present annually to the Members a full and clear statement of the business and condition of the Association, as prepared by an independent accountant.

Section 7. Insurance. The Association shall procure, maintain and keep in full force and effect, such insurance as may be required by the Declaration to protect the interests of the Association, the Members and the Mortgages.

Section 8. Expenses. The receipts and expenditures of the Association may be credited and charged to accounts as the Board of Directors may determine, in accordance with good accounting practices.

Section 9. Budget. The Board of Directors shall adopt a budget for each fiscal year that shall include the estimated funds required to defray the Common Expenses and to provide and maintain funds for the accounts established by the Board of Directors, in accordance with good accounting practices.

ARTICLE XII

RULES AND REGULATIONS AND TRAFFIC REGULATIONS

The Board of Directors may, from time to time, adopt rules and regulations governing the details of the operation and use of the Property and Traffic Regulations governing the use of the Streets, provided that the rules and regulations and Traffic Regulations shall be equally applicable to all Members and uniform in application and effect.

ARTICLE XIII

VIOLATIONS AND DEFAULTS

In the event of a violation of any of the provisions of the Declaration, these By-Laws, the rules and regulations or Traffic Regulations adopted by the Association or the Articles of Incorporation, the Association shall have all rights and remedies provided by law, including without limitation (and such remedies shall be cumulative) the right to sue for damages, the right to impose a special Assessment for non-compliance, as provided in the Declaration, the right to injunctive relief and in the event of a failure to pay Assessments or to abide by the architectural restrictions in the Declaration and the Master Declaration, the right to foreclose its lien as provided in the Declaration; and in every such proceeding, the Owner at fault shall be liable for court costs and the Association's attorneys' fees, including such costs and attorneys' fees on appeal. A suite to collect unpaid Assessments may be prosecuted by the Association without waiving the lien securing such unpaid Assessments, costs and attorney's fees.

ARTICLE XIV

AMENDMENT OF BY-LAWS

These By-Laws may be amended, altered or rescinded by a majority vote of the Board of Directors at any regular or special meeting; provided, however, that at no time shall the By-Laws conflict with the terms of the Declaration or the Articles of Incorporation. Any Member of the Association may propose an amendment to the Board and the Board shall act upon such proposal at its next meeting. Until such time as Developer relinquishes control of the Association, all amendments to these By-Laws shall be ineffective unless Developer shall have joined in and consented thereto in writing. Any attempt to amend, alter, modify or rescind contrary to these prohibitions shall be of no force or effect.

ARTICLE XV

DEVELOPER'S CONTROL

Anything contained herein to the contrary notwithstanding, the Developer shall have the right to retain control of the Association until the earlier of the following events: until the closing of the

sale of the last Lot located within the Property; or such earlier time as is determined by Developer, in the Developer's sole discretion. Prior to ninety (90) days after the happening of the earliest of the foregoing events, the Association shall conduct the Turnover Meeting. So long as Developer retains control of the Association, Developer shall have the right to appoint all members of the Board of Directors and to approve the appointment of all Officers of the Association and no action of the membership of the Association shall be effective unless and until approved by the Developer.

ARTICLE XVI

VALIDITY

If any By-law, rule, regulation or Traffic Regulation shall be adjudged invalid, such fact shall not affect the validity of any other By-Law, rule or regulation or Traffic Regulation.

ARTICLE XVII

CONSTRUCTION

These By-Laws and the Articles of Incorporation of the Association shall be construed, in case of any ambiguity or lack of clarity, to be consistent with the provisions of the Declaration. In the event of any conflict between the terms of the Declaration, the Articles of Incorporation or these By-Laws, the following order of priority shall apply: The Declaration, the Articles of Incorporation and the By-Laws.

The foregoing were adopted as the By-Laws of THE HILLS OF LAKE EDEN HOMEOWNER'S ASSOCIATION, INC., a not-for-profit corporation under the laws of the State of Florida, at the first meeting of the Board of Directors on the 29th day of April, 1997.

THE HILLS OF LAKE EDEN
HOMEOWNER'S ASSOCIATION, INC.

By: Robert J. Trattman
Robert J. Trattman
President

(CORPORATE SEAL)

ATTEST:

Ronald L. Platt
Ronald L. Platt, Secretary