

Prepared by and return to:  
Keith F. Backer  
Backer Law Firm, PA  
The Arbor Ste 420  
400 S. Dixie Highway  
Boca Raton FL 33432  
(561) 361-8535

CFN 20130128216  
OR BK 25883 PG 1389  
RECORDED 03/19/2013 12:11:05  
Palm Beach County, Florida  
Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 1389 - 1501; (113pgs)

THE LAURELS HOMEOWNERS ASSOCIATION, INC.'S  
HOMEOWNERS ASSOCIATION NOTICE  
PURSUANT TO SECTION 712.06, FLORIDA STATUTES.

Pursuant to Chapter 712, Fla. Stat., The Laurels Homeowners Association, Inc. files this notice indicating its intent and desire to preserve the covenants and restrictions contained in the Association's governing documents as such are defined in Chapter 720, Fla. Stat. and, by filing this notice for record, preserves and protects said governing documents from extinguishment by operation of Chapter 712, Fla. Stat.

The undersigned hereby certifies that the preservation of the governing documents and all covenants and restrictions therein has been approved by at least two thirds of the Board of Directors at a meeting for which the meeting's time and place and containing the statement of marketable title action described in Section 712.06(1)(b), Fla. Stat., was mailed or hand delivered to the members of The Laurels Homeowners Association, Inc. not less than seven (7) days prior to such meeting.

- (a) Name of Association: The Laurels Homeowners Association, Inc.  
c/o Lang Management Company  
21045 Commercial Trail  
Boca Raton, FL 33486
- (b) Attached to this Notice as Exhibit "A" is an affidavit executed by the appropriate member of The Laurels Homeowners Association, Inc.'s Board of Directors affirming that the Board of Directors of the homeowners' association caused a statement in substantially the form prescribed in Section 712.06(1)(b), Fla. Stat., to be mailed or hand delivered to the members of The Laurels Homeowners Association, Inc.
- (c) Full and Complete Description of all land affected by this Notice:

The Laurels, according to the Plat thereof as recorded in Plat Book 53 at Pages 1 & 2 of the Public Records of Palm Beach County, Florida.

The Laurels Homeowners Association, Inc.'s  
HOMEOWNERS ASSOCIATION NOTICE  
PURSUANT TO SECTION 712.06, FLORIDA STATUTES.  
Page 2 of 2

(d) Statement of Claim:

A complete set of the governing documents, including all amendments thereto, which contain the covenants and restrictions sought to be preserved by this Notice along with a list identifying those documents are attached hereto as Exhibit "B" and incorporated herein by reference.

(e) Description of Instrument:

The Declaration of Protective Covenants, Conditions and Restrictions for The Laurels which is recorded in Official Records Book 4879 at Page 0817 of the Public Records of Palm Beach County, Florida, the Bylaws of The Laurels Homeowners Association, Inc., the Articles of Incorporation of The Laurels Homeowners Association, Inc. and all amendments thereto.

IN WITNESS WHEREOF, this Notice was signed and sealed on the 25 day of JANUARY, 2013.

Signed, sealed and delivered in the presence of:

DIANE A. JAFFIN  
Print name of witness

Nancy C. Aronson  
Print name of witness

ROCHELLE GENDLER  
Print name of witness

DAVID J. BAER  
Print name of witness

The Laurels Homeowners Association, Inc.

ERIC BAER (SEAL)  
By: ERIC BAER, President

ATTEST  
DIANE JAFFIN (SEAL)  
By: DIANE JAFFIN, Secretary

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 25 day of JANUARY, 2013, by ERIC BAER, DIANE JAFFIN, the President and Secretary, respectively, of The Laurels Homeowners Association, Inc. who are personally known to me and they did take an oath.

My Commission Expires:

Notary Public:

Madeline Feingold



MADELINE FEINGOLD  
MY COMMISSION # EE 061030  
EXPIRES: June 15, 2015  
Bonded Thru Budget Notary Services

Print Notary Name

## **EXHIBIT A**

Affidavit executed by the appropriate member of The Laurels Homeowners Association, Inc.'s Board of Directors affirming that the Board of Directors of the homeowners' association caused a statement in substantially the form prescribed in Section, 712.06(1)(b), Florida Statutes, to be mailed or hand delivered to the members of The Laurels Homeowners Association, Inc.

# The Laurels Homeowners Association, Inc.

## AFFIDAVIT

Before me, the undersigned authority, personally appeared, Eric Baer, who, after being duly sworn, deposes and says:

1. I am the President and a member of the Board of Directors of The Laurels Homeowners Association, Inc. and have been authorized by the Board of Directors to sign this affidavit.
2. All matters set forth herein are true and made of my own personal knowledge.
3. I affirm that the Board of Directors of the Association caused a notice containing the date, time and place of the meeting of the Board of Directors of The Laurels Homeowners Association, Inc. held on January 25, 2013 to be provided to all members by hand delivery or U.S. mail not less than seven (7) days prior to the meeting and posted in a conspicuous place in the community at least forty-eight (48) hours prior to the meeting. The notice identified above is attached to this affidavit as Exhibit "A."
4. I affirm that the Board of Directors of the Association caused the Statement of Marketable Title Action required by Section 712.06(1)(b), Fla. Stat., to be included in the notice mailed or hand delivered to all members of the Association.

Further Affiant Says: Naught.

Signed: *Eric Baer*  
Print Name: ERIC BAER

STATE OF FLORIDA  
COUNTY OF PALM BEACH

Before me, the undersigned authority, personally appeared ERIC BAER to me known to be the person described in and who executed the foregoing instrument (personally known to me if left blank or produced \_\_\_\_\_ as identification), took an oath that the foregoing was true and acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto affixed my hand and official seal in the County and State last aforesaid this 25 day of JANUARY, 2013.

My Commission Expires:

*Madeline Feingold*  
Notary Public Signature



MADLINE FEINGOLD  
MY COMMISSION # EE 081030  
EXPIRES: June 15, 2015  
Bonded Thru Budget Notary Services

**NOTICE OF MEETING OF THE BOARD OF DIRECTORS OF  
The Laurels Homeowners Association, Inc.**

TO ALL MEMBERS:

A meeting of the Board of Directors of The Laurels Homeowners Association, Inc. is scheduled for the following date, time and place:

Date: January 25, 2013

Time: 9:45 a.m.

Place: Jaffin Residence, 17882 Deauville Lane, Boca Raton, FL 33496

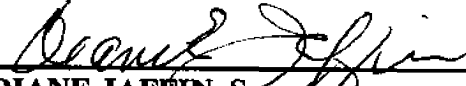
The governing documents of The Laurels Homeowners Association, Inc. that provide for the rights and obligations of the members and that provide for the maintenance and improvement of the property in our community are approaching thirty years old. A statute exists on the books in Florida that could, under some circumstances, extinguish the existing covenants after they have existed thirty years. Needless to say, the extinguishment of our covenants and restrictions would be devastating to The Laurels community and destroy its property values. At the meeting called for the above date and time, the Board will consider approving the filing of a Notice in the Public Records of Palm Beach County consistent with Section 712.06, Florida Statutes, to preserve and protect the covenants and restrictions contained in the governing documents of The Laurels Homeowners Association, Inc. and prevent their extinguishment under the terms of the referenced statute.

**STATEMENT OF MARKETABLE TITLE ACTION**

The Laurels Homeowners Association, Inc. has taken action to ensure that the Declaration of Restrictions recorded in Official Records Book 4879, Page 0817, of the Public Records of Palm Beach County, Florida, as may be amended from time to time, currently burdening the property of each and every member of the Association, retains its status as the source of marketable title with regard to the transfer of a member's residence. To this end, the Association shall cause the notice required by Chapter 712, Florida Statutes, to be recorded in the public records of Palm Beach County, Florida. Copies of this notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association.

DATED: JANUARY 25, 2013.

BY ORDER OF THE BOARD OF DIRECTORS

  
\_\_\_\_\_  
DIANE JAFFIN, Secretary

## **EXHIBIT B**

**List of Governing Documents identified by Official  
Record Book and Page and copies of recorded covenants  
and restrictions**

NOT A CERTIFIED COPY

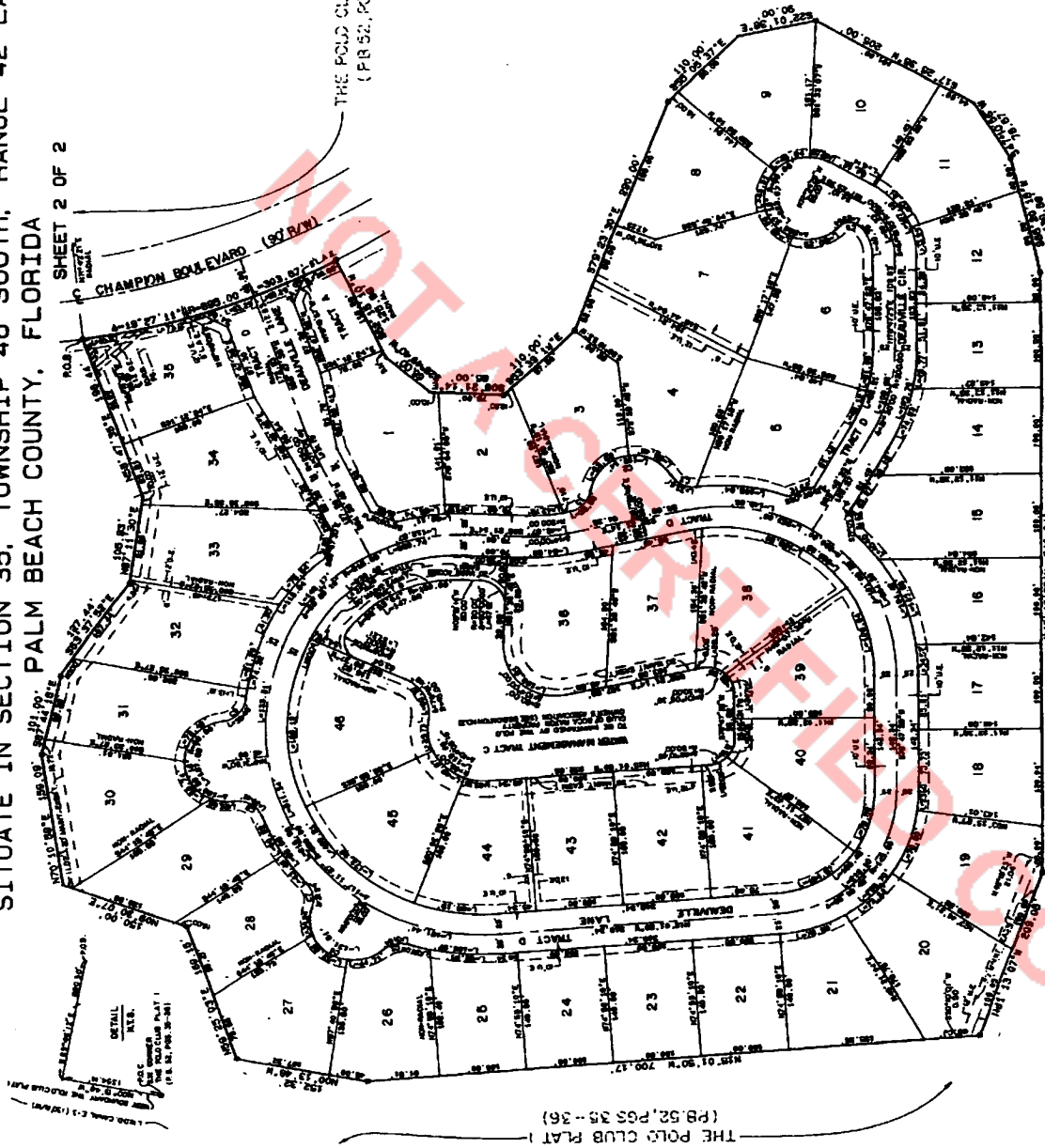
1. **Book and Page:** PB 53/1      **TOI:** PLAT      **DOF:** 03/14/1986  
    **First Party:** THE LAURELS  
    **Second Party:**
2. **Book and Page:** OR 5145/662      **TOI:** E      **DOF:** 01/16/1987  
    **First Party:** SHELDON W RUBIN CONST CO LTD  
    **Second Party:** LAURELS HOMEOWNERS ASSN
3. **Book and Page:** OR 5145/665      **TOI:** E      **DOF:** 01/16/1987  
    **First Party:** SHELDON W RUBIN CONST CO LTD  
    **Second Party:** LAURELS HOMEOWNERS ASSN
4. **Book and Page:** OR 5145/668      **TOI:** E      **DOF:** 01/16/1984  
    **First Party:** SHELDON W RUBIN CONST CO LTD  
    **Second Party:** LAURELS HOMEOWNERS ASSN
5. **Book and Page:** OR 4879/817      **TOI:** R      **DOF:** 05/16/1986  
    **First Party:** LAURELS HOMEOWNERS ASSN  
    **Second Party:**
6. **Book and Page:** OR 11631/1722      **TOI:** R AMD      **DOF:** 02/29/2000  
    **First Party:** LAURELS HOMEOWNERS ASSN  
    **Second Party:**







**SHEET 2 OF 2**



OCT-28-1988 03:03pm 88-300674

ORB 5855 Pg 988

88-300674

Con 10.00 Doc .55  
JOHN B DUNKLE, CLERK - PB COUNTY, FL

**This Quit-Claim Deed**, Executed this 24<sup>th</sup> day of October, A. D. 1988, by  
RAINBERRY DEVELOPERS FOUR, INC. and FIRST AMERICAN EQUITY POLO CORPORATION, a  
Joint Venture doing business as THE POLO CLUB BOCA RATON  
first party, to  
THE LAURELS HOMEOWNERS ASSOCIATION, INC.  
whose postoffice address is 5400 Champion Boulevard  
Boca Raton, FL 33496

second party:

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, legal  
representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context  
so admits or requires.)

**Witnesseth**, That the said first party, for and in consideration of the sum of \$ 10.00  
in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, re-  
lease and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which  
the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being  
in the County of Palm Beach State of Florida, to-wit:

Tracts A, B, C and D of The Laurels, according to the  
plat thereof, as recorded in Plat Book 53 on pages 1  
and 2 of the public records of Palm Beach County,  
Florida

**To Have and to Hold** the same together with all and singular the appurtenances thereunto  
belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim what-  
soever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said  
second party forever.

**In Witness Whereof**, The said first party has signed and sealed these presents the day and year  
first above written.

Signed, sealed and delivered in presence of

THE POLO CLUB BOCA RATON

Gilbert Edelman

By: RAINBERRY DEVELOPERS FOUR, INC. 

Paul J. Douglas

By: Marian Pearlman Nease   
Marian Pearlman Nease, Vice President

STATE OF FLORIDA,  
COUNTY OF PALM BEACH }

I HEREBY CERTIFY that on this day, before me, an  
officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared  
MARIAN PEARLMAN NEASE, Vice President

to me known to be the person described in and who executed the foregoing instrument and she acknowledged  
before me that she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 24<sup>th</sup> day of  
October A. D. 1988



Paul J. Douglas

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

This instrument prepared by: GILBERT EDELMAN, ESQ.  
Address 1926 10th Avenue North, 4th Floor  
Lake Worth, FL 33461

RECORDERS MEDICAL Legibility  
of Writing, Typing or Printing  
unsatisfactory in this document  
when received

(Corporation)

CRD NO. \_\_\_\_\_

ROAD \_\_\_\_\_

**DRAINAGE AND GRADE EASEMENT**

THIS EASEMENT made this 15th day of January, 1987, between SHELDON W. RUBIN CONSTRUCTION CO., LTD., a Florida Limited Partnership, By Valleydale Investments, Inc., a Florida corporation, its General Partner, as party of the first part, and LAURELWOOD HOMEOWNERS' ASSOCIATION, of Florida, as party of the second part.

WITNESSETH: That the said party of the first part, in consideration of the sum of One (\$1.00) Dollar and other valuable considerations paid, the receipt of which is hereby acknowledged, hereby grant unto the second party, its successors and assigns, a perpetual easement and right-of-way for the purpose of a drainage and grade easement, over, upon, under, through, and across the following described land, situate, lying and being in the County of Palm Beach and State of Florida, to wit:

See Exhibit A-5 attached hereto and made a part hereof

TO HAVE AND TO HOLD THE SAME unto the second party, its successors and assigns forever.

**CONSENT AND JOINDER**

THE RESORT AT INDIAN SPRING, INC., a Florida corporation, hereby formally consents to and to the extent necessary inasmuch as it may be a title holder to the property which is the subject matter of this easement, joins in the granting of this easement for the purposes stated therein.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on January 15, 1987

Signed, sealed and delivered in the presence of:

THE RESORT AT INDIAN SPRING, INC.,  
a Florida corporation

Andrew Rubin  
Mike Suss

BY: Andrew Rubin

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared, A. Forrest Jones, Vice President of THE RESORT AT INDIAN SPRING, INC., a Florida corporation, and he acknowledged before me that he executed the foregoing instrument as such Officer on behalf of the said Corporation for the uses and purposes therein expressed.

WITNESS my hand and official seal this 15th day of January, 1987.

(Notarial Seal)

Documentary Tax \$50  
Intangible Tax \$00  
State, Palm Beach County, Florida  
John S. Smith

Andrew Rubin  
Notary Public in and for the County  
and State aforesaid

My Commission Expires:

Notary Public State of Florida  
My Commission Expires October 29, 1990

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on January 15, 1987.

Signed, sealed and delivered in the presence of:

Andrew Rubin  
Cindy Hanson

SHELDON W. RUBIN CONSTRUCTION CO., LTD., a Florida Limited Partnership by VALLEYDALE INVESTMENTS, INC., a Florida corporation, its General Partner

Sheldon W. Rubin  
SHELDON W. RUBIN, President

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared, SHELDON W. RUBIN, President of VALLEYDALE INVESTMENTS, INC., a Florida corporation, General Partner of SHELDON W. RUBIN CONSTRUCTION CO., LTD., a Florida Limited Partnership, and he acknowledged before me that he executed the foregoing instrument as such Officer on behalf of the said Corporation for the uses and purposes therein expressed.

WITNESS my hand and official seal this 15th day of January, 1987.

(Notarial Seal)

Andrew Rubin  
Notary Public in and for the County and State aforesaid

My Commission Expires:

Prepared by:  
Rubin & Rubin, P.A.  
17880 N.W. 2nd Avenue  
Miami, Florida 33169

Notary Public-State of Florida  
My Commission Expires October 29, 1988

85145 P0663

NT

CERTIFIED COPY

S. 80°00'00"E.

S. 10°00'00"W.

29.35'

30.41'

DRAINAGE AND GRADE EASEMENT

N. 10°00'00"E.

0 FLA

MT

[illegible]

## LOCATION MAP



(Corporation)

CRD NO. \_\_\_\_\_

ROAD \_\_\_\_\_

**DRAINAGE AND GRADE EASEMENT**

THIS EASEMENT made this 15th day of January, 1987, between SHELDON W. RUBIN CONSTRUCTION CO., LTD., a Florida Limited Partnership, By Valleydale Investments, Inc., a Florida corporation, its General Partner, as party of the first part, and LAURELWOOD HOME-OWNERS' ASSOCIATION, of Florida, as party of the second part.

WITNESSETH: That the said party of the first part, in consideration of the sum of One (\$1.00) Dollar and other valuable considerations paid, the receipt of which is hereby acknowledged, hereby grant unto the second party, its successors and assigns, a perpetual easement and right-of-way for the purpose of a drainage and grade easement, over, upon, under, through, and across the following described land, situate, lying and being in the County of Palm Beach and State of Florida, to wit:

See Exhibit A and B attached hereto and made a part hereof

TO HAVE AND TO HOLD THE SAME unto the second party, its successors and assigns forever.

**CONSENT AND JOINDER**

THE RESORT AT INDIAN SPRING, INC., a Florida corporation, hereby formally consents to and to the extent necessary inasmuch as it may be a title holder to the property which is the subject matter of this easement, joins in the granting of this easement for the purposes stated therein.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on January 15, 1987.

Signed, sealed and delivered in the presence of:

THE RESORT AT INDIAN SPRING, INC.,  
a Florida corporation

Andrew Rubin

BY: A. Forrest Jones, Vice President

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared, A. Forrest Jones, Vice President of THE RESORT AT INDIAN SPRING, INC., a Florida corporation, and he acknowledged before me that he executed the foregoing instrument as such Officer on behalf of the said Corporation for the uses and purposes therein expressed.

WITNESS my hand and official seal this 15th day of January, 1987.

(Notarial Seal)

Andrew Rubin  
Notary Public in and for the County  
and State aforesaid

Documentary Tax Paid  
Notary Public in and for the County of Palm Beach, Florida  
Andrew Rubin

My Commission Expires:

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on January 15, 1987.

Signed, sealed and delivered in the presence of:

Andrew Rubin

Cindy Hanson

SHELDON W. RUBIN CONSTRUCTION CO., LTD., a Florida Limited Partnership by VALLEYDALE INVESTMENTS, INC., a Florida corporation, its General Partner

Sheldon W. Rubin  
SHELDON W. RUBIN, President

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared, SHELDON W. RUBIN, President of VALLEYDALE INVESTMENTS, INC., a Florida corporation, General Partner of SHELDON W. RUBIN CONSTRUCTION CO., LTD., a Florida Limited Partnership, and he acknowledged before me that he executed the foregoing instrument as such Officer on behalf of the said Corporation for the uses and purposes therein expressed.

WITNESS my hand and official seal this 15th day of January, 1987.

(Notarial Seal)

Andrew Rubin  
Notary Public in and for the County and State aforesaid

My Commission Expires:

Notary Public-State of Florida  
My Commission Expires October 29, 1988

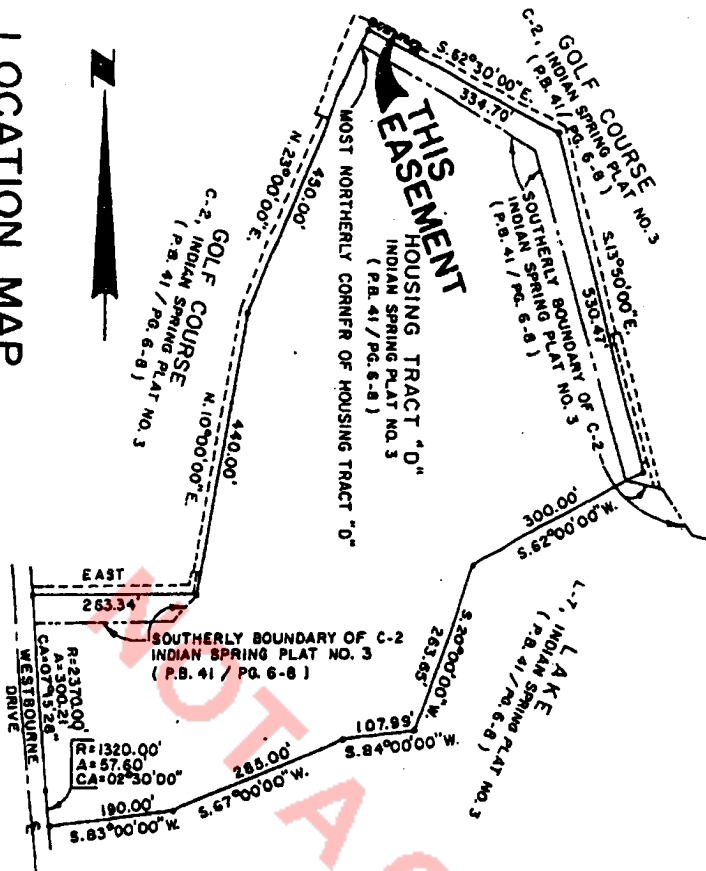
Prepared by:

Rubin & Rubin, P.A.  
17880 N.W. 2nd Avenue  
Miami, Florida 33169

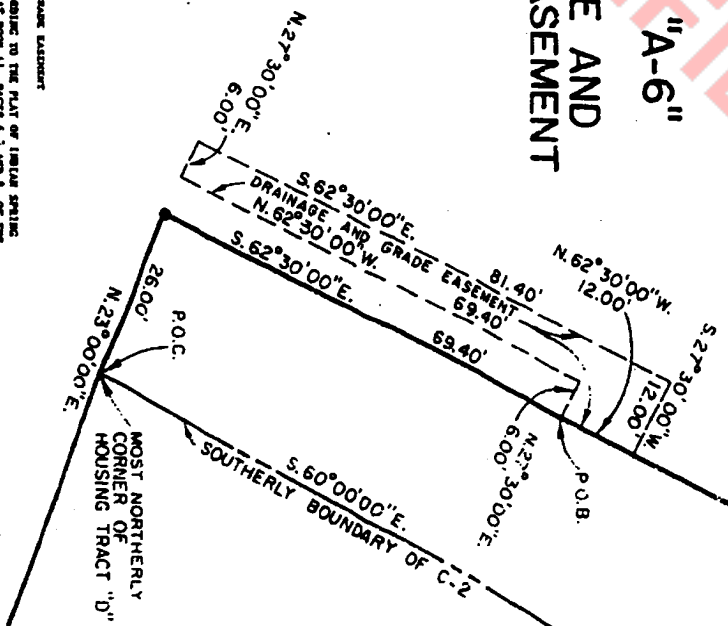
85145 P0666



**JOB No. 86-07-174**



**EXHIBIT "A-6"**  
**DRAINAGE AND**  
**GRADE EASEMENT**



SECTION 17. BALANCE AND GRANT EASTERN  
A PORTION OF PLAT C-2, ACCORDING TO THE PLAT OF LAMAR SPRING  
PLAT NO. 3 AS RECORDED IN PLAT BOOK 41, PAGES 6, 7 AND 8, OF THE  
PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTIC-  
ULAR DESCRIBED AS FOLLOWS:  
COMMENCING AT THE MOST NORTHEAST CORNER OF BOSSING PLAT "B",  
ACCORDING TO THE SAID PLAT OF LAMAR SPRING PLAT NO. 1; THENCE  
S17°00'00"W, A DISTANCE OF 34.00 FEET; THENCE S45°30'00"W, A  
DISTANCE OF 10.00 FEET; THENCE S17°00'00"W, A DISTANCE OF 1.00  
FEET TO THE POINT OF BEGINNING. S17°00'00"W, A DISTANCE OF  
OF 49.40 FEET; THENCE N07°00'00"E, A DISTANCE OF 5.00 FEET; THENCE  
S45°30'00"W, A DISTANCE OF 81.40 FEET; THENCE S27°30'00"W, A  
DISTANCE OF 12.00 FEET; THENCE S45°30'00"W, A DISTANCE OF 13.00  
FEET TO THE POINT OF BEGINNING.

SALD LUMBS SITTING, LYING AND BEING IN PALM BEACH COUNTY, FLORIDA.

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

85145 P0667

(Corporation)

CRD NO. \_\_\_\_\_

ROAD \_\_\_\_\_

DRAINAGE AND GRADE EASEMENT

THIS EASEMENT made this 15th day of January, 1987, between SHELDON W. RUBIN CONSTRUCTION CO., LTD., a Florida Limited Partnership, By Valleydale Investments, Inc., a Florida corporation, its General Partner, as party of the first part, and LAURELWOOD HOME-OWNERS' ASSOCIATION, of Florida, as party of the second part.

WITNESSETH: That the said party of the first part, in consideration of the sum of One (\$1.00) Dollar and other valuable considerations paid, the receipt of which is hereby acknowledged, hereby grant unto the second party, its successors and assigns, a perpetual easement and right-of-way for the purpose of a drainage and grade easement, over, upon, under, through, and across the following described land, situate, lying and being in the County of Palm Beach and State of Florida, to wit:

See Exhibit A-7 attached hereto and made a part hereof

TO HAVE AND TO HOLD THE SAME unto the second party, its successors and assigns forever.

CONSENT AND JOINDER

THE RESORT AT INDIAN SPRING, INC., a Florida corporation, hereby formally consents to and to the extent necessary inasmuch as it may be a title holder to the property which is the subject matter of this easement, joins in the granting of this easement for the purposes stated therein.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on January 15, 1987.

Signed, sealed and delivered in the presence of:

THE RESORT AT INDIAN SPRING, INC.,  
a Florida corporation

Andrew Rulien  
[Signature]

BY: A. James Jones, Vice President

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared, A. Forrest Jones, Vice President of THE RESORT AT INDIAN SPRING, INC., a Florida corporation, and he acknowledged before me that he executed the foregoing instrument as such Officer on behalf of the said Corporation for the uses and purposes therein expressed.

WITNESS my hand and official seal this 15th day of January, 1987

(Notarial Seal)

Andrew Rulien  
Notary Public in and for the County  
and State aforesaid

My Commission Expires:

Notary Public-State of Florida  
My Commission Expires October 29, 1990

Documentary Tax Paid  
Intangible Tax Paid  
County, Palm Beach County, Florida

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on January 15, 1987

Signed, sealed and delivered in the presence of:

Sheldon W. Rubin  
Cindy Manson

SHELDON W. RUBIN CONSTRUCTION CO., LTD., a Florida Limited Partnership by VALLEYDALE INVESTMENTS, INC., a Florida corporation, its General Partner

Sheldon W. Rubin  
SHELDON W. RUBIN, President

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared, SHELDON W. RUBIN, President of VALLEYDALE INVESTMENTS, INC., a Florida corporation, General Partner of SHELDON W. RUBIN CONSTRUCTION CO., LTD., a Florida Limited Partnership, and he acknowledged before me that he executed the foregoing instrument as such Officer on behalf of the said Corporation for the uses and purposes therein expressed.

WITNESS my hand and official seal this 15th day of January, 1987

(Notarial Seal)

Sheldon W. Rubin  
Notary Public in and for the County and State aforesaid

My Commission Expires:

Prepared by:

Rubin & Rubin, P.A.  
17880 N.W. 2nd Avenue  
Miami, Florida 33169

Notary Public-State of Florida  
My Commission Expires October 20, 1988

85145 P0669

EXHIBIT "A-7"  
ND GRADE EAS

**THIS  
EASEMENT.**

MOST EASTERLY CORNER  
OF HOUSING TRACT "D"

URSE No. 3  
S. 13° 50' 00" E.  
530.47  
SOUTHERLY BOUNDARY OF C  
INDIAN SPRING PLAT NO. 3  
(P.B. 41 / P.A. 6-8)

L-7. LAKE  
INDIAN SPRING PL.

**MOST EASTERLY CORNER  
OF HOUSING TRACT "D"**

HOUSING TRACT "D"  
INDIAN SPRING PLAY NO. 3  
( P.B. 41 / PG. 5-8 )

440  
N. 1090  
GOLF COURSE  
C-2, INDIAN SPRING  
(P. 8. 41 / Pg. 8-8)  
PLAY NO. 3

—(SOUTHERLY BOUNDARY OF C-2  
INDIAN SPRING PLAT NO. 3  
[ P.B. 41 / PG. 6-8 ]

DESCRIPTION: BALMAGE AND CLARK ESTATE  
A PORTION OF LOT 2-1, ACCORDING TO THE PLAN OF 1891-18 SPREADING  
PLAT NO. 1 AS ENCLOSED IS PLAT BOOK 41, PAGE 6, AND NO. 6 OF THE  
PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. BEING MORE PARTIC-  
ULAR DESCRIBED AS FOLLOWS:  
COMMENCING AT THE WEST EASTERN CORNER OF MOSSING TRACT "B",  
ACCORDING TO THE SAID PLAN OF 1891-18 SPREADING PLAT NO. 1; THENCE  
SOUTH 86° 15' 00" WEST TO 50.00 FEET; THENCE N13° 56' 00" E,  
TO 100.00 FEET; THENCE S 15° 00' 00" E TO THE POINT OF BEGINNING; THENCE COURSE  
N17° 10' 00" E, A DISTANCE OF 12.00 FEET; THENCE S76° 10' 00" W,  
A DISTANCE OF 100.00 FEET; THENCE S15° 00' 00" E, A DISTANCE OF 751.41  
FEET; THENCE S10° 00' 00" W, A DISTANCE OF 6.54 FEET; THENCE S15°  
30' 00" E, A DISTANCE OF 71.00 FEET; THENCE S16° 10' 00" W, A DISTANCE  
OF 6.00 FEET TO THE POINT OF BEGINNING.

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

# LOCATION MAP

**EAST**

**WESTAQUA  
DRIVE**

SECTION AND REVISIONS (PAGE 01)  
BREMER & THIEL CONSULTING ENGINEERS, INC.  
2230 N.W. 30th STREET, CORAL SPRINGS, FLORIDA 33065  
JANUARY 07, 1987 JOB NO. 86-07-174 0190d 54158

RETURN TO: BROAD AND CASSEL (JTL)  
7777 W. GLADES ROAD  
BOCA RATON, FL 33434

Prepared By:  
Brian Sherr  
Sherr, Tiballi, Payne  
600 Corporate Drive  
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DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS  
AND RESTRICTIONS  
FOR  
THE LAURELS OF THE POLO CLUB

THIS DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR THE LAURELS OF THE POLO CLUB (herein  
referred to as the "Declaration") is made this 2nd day of  
May, 1986, by RAINBERRY DEVELOPERS FOUR, INC., a  
Florida corporation, and FIRST AMERICAN EQUITY POLO  
CORPORATION, a joint venture d/b/a POLO CLUB, its successors  
and assigns ("Declarant"), and joined in by The Laurels  
Homeowners Association, Inc. (the "Association").

W I T N E S S E T H :

WHEREAS, Declarant is the owner of all of "The Polo  
Club" (as defined in the "Master Declaration," as  
hereinafter defined), upon all or a portion of which it will  
construct a planned, residential community by that name; and

WHEREAS, Declarant has caused the Master Declaration to  
be recorded in the Official Records Book 4798, Page 1217, of  
the Public Records of Palm Beach County, Florida (the  
"County"), which Master Declaration encumbers all of The  
Polo Club; and

WHEREAS, those portions of The Polo Club which have  
been committed to the provisions of the Master Declaration  
and assigned a specific "Land Use Classification" (as that  
term is defined in the Master Declaration) are referred to  
in the Master Declaration as "Committed Property" (as that  
term is hereinafter defined); and

WHEREAS, the Committed Property includes, amongst other  
things, residential "Neighborhoods" and "Corporation Common  
Areas" (as those terms are hereinafter defined) to be used  
by the "Owners" of "Dwelling Units" (as those terms are  
defined in the Master Declaration) at The Polo Club; and

WHEREAS, the Committed Property also includes the "Golf  
Courses" and the "Tennis Club" (as those terms are defined  
in the Master Declaration), which shall be administered by  
The Polo Club of Boca Raton Property Owners Association,  
Inc. (the "Corporation") in accordance with the Master  
Declaration; and

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WHEREAS, Declarant desires to develop a Neighborhood comprised of single-family residences on all or a portion of that portion of The Polo Club hereinafter referred to as "The Laurels" described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, The Laurels is intended to be comprised of residential "Lots" and "Common Areas" serving the "Owners" (as those terms are hereinafter defined) of such Lots; and

WHEREAS, Declarant intends that "Dwelling Units" have been or will be constructed on the Lots by "Builders" (as those terms are hereinafter defined) in accordance with the provisions of this Declaration; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities of The Laurels as are hereby or as may be hereafter established; and

WHEREAS, Declarant has caused the Association to be formed, which Association has joined in this Declaration and to which there has been and will be delegated and assigned certain powers and duties of ownership, operation, administration, maintenance and repair of portions of The Laurels; the enforcement of the covenants and restrictions contained herein; and the collection and disbursement of the "Neighborhood Expenses" (as that term is hereinafter defined) all as more particularly set forth herein;

NOW, THEREFORE, in consideration of the premises and covenants herein contained, Declarant hereby declares that The Laurels shall be owned, held, used, transferred, sold, conveyed, encumbered, demised and occupied subject to the covenants, conditions, restrictions, easements, reservations, regulations, burdens and liens hereinafter set forth.

#### ARTICLE 1

##### DEFINITIONS

The following words and phrases when used in this Declaration (unless the context should clearly reflect another meaning) shall have the following meanings:

1.01 "Articles" means the Articles of Incorporation of the Association, a copy of which is attached hereto as Exhibit "B."

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1.02 "Assessments" means the "Individual Unit Assessments" and "Special Assessments" and any and all other assessments levied by the Association in accordance with the provisions of this Declaration.

1.03 "Association" means The Laurels Homeowners Association, Inc., a Florida corporation not for profit which is responsible for administering The Laurels pursuant to this "Declaration," and which is a "Neighborhood Association" as described in the "Master Declaration" (as those terms are hereinafter defined). The Association is NOT a condominium association.

1.04 "Board" or "Directors" means the board of directors of the Association.

1.05 "Builder" means a "Person" owning a "Lot" (as those terms are hereinafter defined) and constructing or causing the construction of a Dwelling Unit on it, and includes Declarant for so long as it is the owner of the fee simple title to a Lot (regardless of whether Declarant is constructing a Dwelling Unit thereon).

1.06 "By-Laws" means the By-Laws of the Association, a copy of which is attached hereto as Exhibit "C."

1.07 "Committed Property" means (a) those portions of The Polo Club committed to a "Land Use Classification" (as that term is defined in the Master Declaration), which are legally described in Exhibit "B" attached to the Master Declaration and made a part thereof; and (b) those portions of The Polo Club, if any, which may become Committed Property pursuant to the recordation of one or more "Supplements" (as that term is defined in the Master Declaration) or "Neighborhood Declarations" (as that term is hereinafter defined).

1.08 "Common Areas" means, collectively, the portions of The Laurels which are not Lots, as more fully described in Article 3.01 of this Declaration. The Common Areas are "Neighborhood Maintenance Areas" (as that term is defined in the Master Declaration).

1.09 "Corporation" means the Polo Club of Boca Raton Property Owners Association, Inc., a Florida corporation not for profit, the rights and obligations of which are set forth in the "Polo Club Documents" (as that term is hereinafter defined).



1.10 "Corporation Common Areas" means the real property described in Subparagraph 3.01.4 of the Master Declaration.

1.11 "County" means Palm Beach County, Florida.

1.12 "Declaration" means this instrument and any and all amendments hereto.

1.13 "Declarant" means Rainberry Developers Four, Inc., a Florida corporation, and First American Equity Polo Corporation, a Florida corporation, a joint venture d/b/a The Polo Club, presently having its place of business in the County, its successors or assigns of any or all of its rights under this Declaration as specified by Declarant.

1.14 "Dwelling Unit" means any residential dwelling unit located on a Lot intended as an abode for one (1) family.

1.15 "Dwelling Unit Owner" means the owner or owners of the fee simple title to a Dwelling Unit and includes Declarant.

1.16 "Golf Expenses" means the expenses for which "Golf Members" (as that term is defined in the Master Declaration) are liable to the Corporation, as described in the Master Declaration. Notwithstanding that Golf Expenses are not Neighborhood Expenses, Golf Expenses shall, unless otherwise determined by the Corporation Board, be collected by the Association along with the Neighborhood Expenses.

1.17 "Individual Unit Assessment" means the Assessment more particularly described in Article 8.01 hereof.

1.18 "Institutional Mortgagee" shall mean and refer to any lending institution owning a first mortgage covering a Unit including any of the following institutions:

(a) Any Federal or state savings and loan or a building and loan association, or commercial bank or other bank or real estate investment trust, or mortgage banking company or any subsidiary thereof; or

(b) Any "secondary mortgage market institution" including the Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation and such other secondary mortgage market institution as the Board shall hereafter approve in writing which has acquired a first mortgage upon a Unit; or

(c) Any pension or profit-sharing funds qualified under the Internal Revenue Code; or

(d) Any and all investing or lending institutions, or the successors and assigns of such lenders which have loaned money to Declarant and which hold a mortgage upon any portion of The Laurels securing such loans; or

(e) Such other institutional lenders as the Board shall hereafter approve in writing as an Institutional Mortgagee which have acquired a mortgage upon a Dwelling Unit; or

(f) Declarant, if Declarant holds a mortgage on any portion of The Laurels and the transferee of any mortgage encumbering The Laurels which was originally held by Declarant; or

(g) Any insurance company.

1.19 "Laurels Documents" means in the aggregate this Declaration, the Articles, the By-Laws, the Rules, and all of the instruments and documents referred to therein or referred to herein, as all such documents may be amended from time to time.

1.20 "Lot" means a portion of The Laurels upon which a Dwelling Unit has been, or is currently intended to be, constructed, as designated by Declarant on the "Plat" (as that term is hereinafter defined).

1.21 "Master Declaration" means the Declaration of Covenants, Conditions and Restrictions for the Polo Club recorded in Official Records Book 4798, Page 1217 of the Public Records of the County, and any and all amendments and Supplements thereto, which provides for the operation, management and administration of The Polo Club, the establishment of Corporation Common Areas therein, and

assessments for "Operating Expenses" (as that term is defined therein).

1.22 "Member" means any Person entitled to membership in the Association.

1.23 "Neighborhood" means any portion of the "Residential Property" (as that term is defined in the Master Declaration) designated as such by Declarant and administered by a Neighborhood Association. The Laurels is a Neighborhood.

1.24 "Neighborhood Association" shall mean and refer to any property owners association, homeowners association, condominium association, or other such entity, its successors and assigns, responsible for administering one (1) or more Neighborhoods, but not all Neighborhoods if there shall be more than one (1) Neighborhood Association. The Association is a Neighborhood Association.

1.25 "Neighborhood Declaration" shall mean and refer to any and all covenants, conditions, restrictions, and other provisions imposed by a recorded instrument executed by Declarant (or other party to whom Developer has specifically assigned such right in writing) applicable to one (1) or more specific Neighborhoods, but not to all Neighborhoods if there shall be more than one (1) Neighborhood. This Declaration is a Neighborhood Declaration.

1.26 "Neighborhood Expenses" means the expenses for which "Owners" (as that term is hereinafter defined) are jointly and severally liable to the Association as described in The Laurels Documents and includes, but is not limited to:

1. administrative expenses of the Association;
2. insurance, as more fully described in Article 9 of this Declaration;
3. maintenance and repair expenses incurred by the Association as more fully described in Article 9 of this Declaration;
4. expenses for payment of fees for cable television reception and transmission, if any, including, but not limited to, cable or satellite reception; and

5. expenses properly incurred by the Association under the terms of a contract for the management of all or a portion of The Laurels; and

6. other expenses incurred by the Association for which the Owners are jointly and severally liable under the terms of this Declaration.

1.27 "Operating Expenses" means the expenses for which Owners are liable to the Corporation, as described in the Master Declaration and any other of the Polo Club Documents.

1.28 "Owner(s)" or "Unit Owner(s)" means, collectively, the Dwelling Unit Owners and the Builders, including Declarant, but excluding those Persons owning an interest in a Unit merely as security for the performance of an obligation.

1.29 "Person" means an individual, corporation, governmental agency, business trust, estate, partnership, association, two or more persons having a joint or common interest, or any other legal entity.

1.30 "Plat" means the Plat of The Laurels recorded at Plat Book 53, Page 1 of the Public Records of the County, a copy of which is attached hereto as Exhibit "D."

1.31 "Polo Club" or "The Polo Club" means the multi-staged, planned community known as the "The Polo Club" of which The Laurels is a part, as more particularly described in the Master Declaration.

1.32 "Polo Club Documents" means, in the aggregate, the Master Declaration, any "Supplement" thereto, the Articles of Incorporation and By-Laws of the Corporation, and all of the instruments and documents referred to therein or herein including, but not limited to, amendments to any of the foregoing, as applicable.

1.33 "Rules" means the rules and regulations promulgated from time to time by the Board.

1.34 "Tennis Expenses" means the expenses for which the "Tennis Members" (as that term is defined in the Master Declaration) are liable to the Corporation, as described in the Master Declaration. Notwithstanding that Tennis Expenses are not Neighborhood Expenses, Tennis Expenses shall, unless otherwise determined by the

"Corporation Board," (as that term is defined in the Master Declaration) be collected by the Association along with the Neighborhood Expenses.

1.35 "The Laurels" means the real property described on Exhibit "A" attached hereto and made a part hereof.

1.36 "Turnover Date" means the date described as such in Article X.D of the Articles.

1.37 "Unit" means, collectively, Dwelling Units and Lots.

## ARTICLE 2

### PLAN FOR DEVELOPMENT OF THE LAURELS

#### 2.01 General Plan for Development

Declarant is the owner of The Laurels, which is the real property described in Exhibit "A." The Laurels is comprised of forty six (46) Lots and Common Areas serving same. Declarant presently intends that there will ultimately be situated one (1) Dwelling Unit on each of the Lots. The proposed location of the Common Areas and each Lot is shown on the Plat attached hereto as Exhibit "D." Each Lot is numbered on the Plat corresponding to the numerical designation of the Dwelling Unit to be located thereon.

#### 2.02 The Association

The Association has been formed by Declarant to administer, maintain, and manage the Common Areas for the benefit of the Members. Membership in the Association is more fully discussed in Article 5 hereof. The Association shall assess the Members for Neighborhood Expenses incurred in fulfilling its obligations under this Declaration.

#### 2.03 The Corporation and the Master Declaration

The Committed Property, which includes The Laurels, is owned subject to the Master Declaration. The Master Declaration describes the Corporation Common Areas which serve all of the Committed Property, and sets forth the procedure for the administration, management, operation and maintenance of the Corporation Common Areas, and that

the costs and expenses thereof, which are the Operating Expenses, be assessed by the Corporation against all the "Units" (as that term is defined therein), and grant to the Corporation certain remedies for the enforcement of such assessments, including, but not limited to, lien rights against each "Dwelling Unit" (as that term is defined therein). All of the provisions of the Master Declaration including, but not limited to, the affirmative covenants and obligations to pay Operating Expenses, Golf Expenses and Tennis Expenses, as appropriate, shall run with the land which is Committed Property thereunder, including The Laurels. The Master Declaration also sets forth certain restrictions on the use of all Dwelling Units. The term "Dwelling Unit" under the Master Declaration includes, but is not limited to, Dwelling Units as defined herein. Pursuant to the Master Declaration and the other Polo Club Documents, each Owner shall be a member of the Corporation.

### ARTICLE 3

#### LAND USE CLASSIFICATIONS AND RESTRICTIONS

In consideration of the benefits hereinafter contained and the payment of the Neighborhood Expenses, Declarant hereby declares that the following provisions shall be applicable to The Laurels, which shall be transferred, owned, devised, sold, mortgaged, conveyed and occupied subject to the terms of this Declaration as hereinafter set forth:

##### 3.01 Land Use Classifications of The Laurels

###### (a) Lots:

(1) In General: Lots are those portions of The Laurels shown on the Plat as Lots and shall be for "Residential Use" (as hereinafter set forth) only. Except for facilities related to construction, development, marketing, sales and rental activities permitted on Lots as hereinafter set forth, "Residential Use" shall include only Dwelling Units and improvements associated with residential purposes such as, but not limited to, garages, drives, driveways, parking spaces, lawn areas, and other amenities which are appurtenant to Dwelling Units being constructed including, but not limited to, recreational and social facilities commonly associated with the type of Dwelling Units in question. No commercial or business occupations may be carried on in the Lots except for the construction,

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development, marketing, sale, or rental of the Lots or portions thereof (including, but not limited to, Dwelling Units constructed thereon) and for direct accessory services to the Lots and Dwelling Units such as utilities, maintenance, and other such services.

(2) Lake Maintenance Easement: Located at the rear of certain Lots, as shown on the Plat, is a "Lake Maintenance Easement," a nonexclusive easement which shall exist in favor of Declarant, the Corporation, the Association, and their employees or other designees for ingress, egress, and access to the lake adjacent thereto for purposes of lake maintenance and water management. A nonexclusive easement shall also exist across each Lot which is subject to a Lake Maintenance Easement for ingress, egress, and access to such Lake Maintenance Easement, as necessary, for the purposes stated hereinabove. No structure, landscaping, or other material shall be placed or permitted to remain on any portion of the Lake Maintenance Easement which may damage or interfere in the installation or maintenance of utilities or otherwise interfere with the right to use the Lake Maintenance Easement for its intended purpose.

(b) Common Areas: Common Areas are those portions of The Laurels which are not Lots. Declarant declares that the Common Areas are subject to a perpetual, nonexclusive easement in favor of Declarant, the Corporation, the Association, and the Owners, their family members, guests, invitees and lessees to use the Common Areas for all proper and normal purposes including ingress and egress, parking, and for the furnishing of services and facilities for which the same are reasonably intended in accordance with the terms hereof. Declarant declares that the Common Areas shall be subject to, and shall be owned, held, transferred, conveyed, financed, used, demised and occupied, in a manner consistent with the improvement thereof by Declarant and subject to the aforesaid easements and the following conditions, restrictions, limitations and use rights, all of which shall run with Common Areas and any part thereof:

(1) Roadway, Drainage and Utilities Areas: Common Areas designated for use as roadways, drainage and utilities ("RDU Areas") shall always be kept and maintained by the Association as RDU Areas in substantially the same condition and appearance as established by Declarant, subject to the specific provisions hereof.

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(a) Roadways: That portion of the RDU Areas designated as "Roadways" shall always be kept and maintained by the Association for roadways and as a means of ingress and egress to and from, between and among, publicly dedicated streets and all portions of The Polo Club for the Declarant, the Association, the Corporation, Builders, and Dwelling Unit Owners, their family members, invitees, guests, lessees and licensees.

(b) Drainage and Utilities Area: That portion of the RDU Areas now or hereafter designated by Declarant as a "Drainage and Utilities Area" or used for drainage or utility easements shall be kept and maintained by the Association for the installment and maintenance, construction and repair of utility facilities, including, but not limited to electric power, telephone, cable television, security and surveillance service facilities, sewer, water, gas, drainage, irrigation, lighting and television transmission. Declarant may landscape, grass or plant, or construct Roadways or parking on the surface of all or portions of the Drainage and Utilities Area, or otherwise use it in a manner not inconsistent with its intended use, and thereafter to the extent possible, such area shall be so maintained, notwithstanding the fact that other utility easements shall be located on, over or under such area or other portions of The Laurels. Declarant shall have the right to landscape, grass or plant the surface of all or portions of the Drainage and Utilities Area in which event, to the extent possible, such area shall be continued to be kept in substantially the same condition, notwithstanding that further utility or drainage easements and facilities may be located on, over or under such area.

(c) Nonexclusive Easement: A nonexclusive easement shall exist in favor of the Declarant, the Corporation, and their employees, or other designees, and the Association for the use of the RDU Areas established throughout the Common Areas, and an easement for ingress, egress, and access to enter any portion of the Common Areas in order to construct, maintain or repair any RDU Areas and facilities thereon and appurtenances thereto. No structure, landscaping or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities or which may obstruct or retard the flow of water through drainage areas or otherwise interfere with any easement or use right provided for in this Article or Article 4 hereof.

(2) Lake: That portion of the Common Areas designated on the Plat as a "Lake" or as a water management tract, which shall be subject to accretion, reliction, or other minor natural changes. The Lake has been dedicated on the Plat to the Corporation for its perpetual maintenance. That notwithstanding, the Corporation has delegated such maintenance obligation to the Association, and the Association shall maintain the Lake as necessary (the cost of which shall be a Neighborhood Expense) in an ecologically sound condition for water retention, irrigation, drainage, and water management purposes in compliance with all applicable governmental requirements. In the event the Association fails to properly maintain the Lake, the Corporation shall have the right to maintain the Lake and assess the Association for its costs incurred thereby. No boats, swimming, or fishing shall be permitted on the Lake, except as may be specifically permitted by the Board. ANY PERSONS USING THE LAKE SHALL DO SO AT THEIR OWN RISK and shall hold harmless Declarant, the Corporation, and the Association from any claim or loss arising from such use.

(3) Entranceway: That portion of the Common Areas designated by Declarant as an "Entranceway," and all improvements thereon which may include, without limitation, landscaping, street lights, wall structures, accent lighting, fountains, signs, a guardhouse, limited access gates, and related facilities, and shall be kept and maintained by the Association or its nominee, as an Entranceway to The Laurels for all proper and normal purposes related thereto. No structure or improvement of any kind shall be placed, kept, or suffered anywhere on an Entranceway without prior written consent of Declarant until the Turnover Date, and thereafter the Association.

(4) Planting Area: Those portions of the Common Areas designated by the Declarant for use as a "Planting Area" shall be improved, grassed, planted, irrigated, landscaped or paved as determined by Declarant and thereafter kept improved, grassed, planted, irrigated, landscaped or paved by the Association substantially in accordance therewith for the continued beautification of The Laurels.

(5) Miscellaneous: Declarant reserves the right to designate other uses of the Common Areas, and further Declarant, for itself, its designees, nominees, successors and assigns and the Association, reserves the right to impose upon The Laurels henceforth and from time to time such easements and cross-easements for such purposes

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and uses as it deems to be in the best interest of and necessary and proper for The Laurels or another portion of the Committed Property.

(c) Administration; Rules: The administration, management, operation and maintenance of the Common Areas shall be the responsibility of the Association, except as is specifically otherwise provided herein. The Board shall have the right to promulgate and impose Rules consistent with the provisions of this Declaration and thereafter modify, alter, amend, rescind and augment any of the same consistent with the terms hereof and any other Laurels Documents with respect to the use, operation and enjoyment of the Common Areas and any improvements located thereon.

(d) Certain Declarant's Rights: Declarant shall have the right to make such lawful uses of The Laurels as Declarant shall, from time to time, determine, except as may be specifically limited by this Declaration. In recognition of the fact that Declarant will have a continuing and substantial interest in the marketing, development, and administration of The Laurels, Declarant hereby reserves for itself and its successors and assigns, and the Association hereby acknowledges that Declarant and its successors and assigns shall have the complete right and privilege to use and go on all Common Areas and all other portions of The Laurels for all purposes required in conjunction with and as part of a program of marketing, sale, leasing, construction and development without any cost to Declarant, its successors and assigns, for exercising such rights and privileges. In addition, Declarant shall have the right, pursuant to its program of marketing, development, sale, leasing, and construction of The Laurels or another portion of the Committed Property, to temporarily suspend or interrupt the use of the Common Areas. In the event Declarant damages improvements to the Common Areas, it shall restore same to substantially the original condition or such other condition as it determines consistent with this Declaration. For purposes of this Article 3.01(d), the term "Declarant" shall include any Institutional Mortgagee which has loaned money to Declarant to acquire or construct improvements upon The Laurels, or its successors and assigns if such Institutional Mortgagee or its successors or assigns acquires title to any portion of The Laurels as the result of the foreclosure of any mortgage encumbering The Laurels securing any such loan to Declarant or acquires title thereto by deed in lieu of foreclosure. Declarant's rights, privileges, and obligations set forth in this Article 3.01 (d), as well as Declarant's other rights and privileges and

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obligations under this Declaration and the other Laurels Documents may be assigned in whole or in part to another declarant or such other person or entity as Declarant in its sole and absolute discretion determines. The rights and privileges herein-set forth, which are in addition to and in no way limit any other rights or privileges of Declarant under any of the other Laurels Documents, shall terminate upon Declarant, its successors and assigns or other designated person or entity, no longer owning any interest in The Laurels, or upon such earlier date as Declarant shall notify the Association in writing of Declarant's voluntary election to relinquish the aforesaid rights and privileges of use.

(e) **Conveyance and Encumbrance of Common Areas:** Declarant shall, no later than one hundred and twenty (120) days after the Turnover Date (the "Conveyance Date"), convey the Common Areas "AS IS" to the Association, subject to this Declaration, and any provisions of record, and any such other conditions not inconsistent herewith by quit claim deed. All costs involved in such conveyance for documentary stamps, surtaxes, recording expenses, abstracts, title insurance, survey, etc., shall be borne by the Association. Notwithstanding the above, conveyance of the Common Areas may be made in whole or in part at any time prior to the aforesaid date, as Declarant, in its sole discretion, shall determine. Except as is hereinafter provided, once the Common Areas are conveyed to the Association, the Common Areas and improvements thereon shall not be abandoned, partitioned, subdivided, alienated, released, transferred, hypothecated, mortgaged or otherwise encumbered, without first obtaining the written approval of mortgagees owning mortgages on Dwelling Units in an aggregate amount of not less than two-thirds (2/3) of the number of all mortgages encumbering Dwelling Units (as shown by the Public Records of the County). The preceding sentence shall not be applicable to, nor prohibit Declarant or the Association from granting all such easements as are reasonably necessary and appropriate for the development of the Common Areas or another portion of the Committed Property and use thereof in a manner consistent with the provisions of The Laurels Documents, nor shall the foregoing prohibit the Declarant or the Association from encumbering the Common Areas, provided such encumbrances are subordinate to the provisions of this Declaration and the funds so loaned are used for improving Common Areas.

3.02 **Disputes as to Use**

In the event there is any dispute as to

whether the use of The Laurels or any portion thereof complies with the covenants, conditions and restrictions contained in this Declaration, such dispute shall be referred to the Board, and a determination rendered by the Board with respect to such dispute shall be final and binding on all parties concerned therewith; provided, however, any use by Declarant of The Laurels or any parts thereof in accordance with subparagraphs 3.01 (d) or 3.03 shall be deemed a use which complies with this Declaration and shall not be subject to a contrary determination by the Board.

**3.03 Additional Provisions for the Preservation of the Values and Amenities of The Laurels**

The following provisions shall be applicable to The Laurels in order to preserve the values and amenities. Any provisions in this Article 3.03 requiring Declarant's approval or consent shall only be applicable until the Turnover Date, at which time the approval or consent of the Association shall be required.

(a) Owner's Covenant for Use: Each Owner, by acceptance of a deed or other instrument of conveyance conveying a Dwelling Unit, whether or not it shall be so expressed in such deed or instrument, covenants and agrees that the Lot and the Dwelling Unit located thereon shall be used, held, maintained, and conveyed solely in accordance with the covenants, reservations, easements, restrictions, and lien rights regarding same as are or may be set forth in The Laurels Documents.

(b) Plans, Specifications and Locations of Improvements: No building, structure, or improvement of any kind, including, but not limited to, additions, improvements, mailboxes, pools, fences, walls, patios, screened enclosures, terraces, or barbecue pits shall be erected, altered, painted or repainted until the plans and specifications, exteriors, including exterior colors, location and sealed plot plan thereof, in detail and to scale, shall have been submitted to and approved by the Corporation in accordance with Article 4.02 of the Master Declaration.

(c) Antennas and Flagpoles: No outside antennas, antenna poles, antenna masts, electronic devices, antenna towers or flagpoles shall be permitted on The Laurels unless approved in writing by the Board.

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(d) Accessory or Temporary Buildings: No tents and no accessory or temporary buildings or structures shall be permitted unless approved in writing by the Board.

(e) Signs: No signs shall be erected or displayed anywhere on The Laurels or on any structure, unless the placement and character, form, size, and time of placement of such sign be first approved in writing by the Board. No free standing signs shall be permitted unless approved in writing by the Board. All approved signs must also conform with local regulatory ordinances.

(f) Maintenance of Premises: No weeds, under brush, or other unsightly growths shall be permitted to grow or remain upon The Laurels and no refuse or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. In the event that any Owner shall fail or refuse to keep The Laurels free of weeds, underbrush or other unsightly growths or objects, then Declarant or the Association may enter upon The Laurels and remove the same at the expense of such Owner, and such entry shall not be deemed a trespass. The Laurels and any landscaping, buildings, improvements and appurtenances thereon shall be kept in a good, safe, clean, neat and attractive condition, and all buildings and structures shall be maintained in a finished, painted and attractive condition. Upon the failure to maintain The Laurels and any landscaping, buildings, structures, improvements and appurtenances thereon to the satisfaction of Declarant, upon the Owner's failure to make such corrections within thirty (30) days of written notice by Declarant or the Board, Declarant or the Association may enter upon The Laurels and make such improvements or corrections as may be necessary, the cost of which shall be paid for by the Association or Owner as a Special Assessment. Declarant may require the Association or Owner to deposit with Declarant the estimated cost thereof as determined by the Declarant. If any Owner fails to make payment within fifteen (15) days after requested to do so by Declarant, then the payment requested shall be a lien in accordance with the provisions of Article 7.02 hereof.

(g) Mining or Drilling: There shall be no mining, quarrying or drilling for minerals, oil, gas or otherwise ("Mining Activity") undertaken within any portion of The Laurels. Activities of Declarant, a Builder, or the Association in dredging any lakes or creating, excavating or maintaining drainage or other facilities or easements shall

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not be deemed Mining Activities nor will the installation of wells or pumps, in compliance with applicable governmental requirements, or sprinkler systems for any portions of The Laurels, be deemed a Mining Activity.

(h) Nuisances: No Owner shall cause or permit any unreasonable or obnoxious noises or odors, and no nuisances or illegal activities shall be permitted or maintained on The Laurels. It is intended, however, that noises or odors which are the reasonably expected result of such uses of The Laurels as are specifically permitted or contemplated by this Declaration shall not be deemed unreasonable, obnoxious or a nuisance.

(i) Removal of Sod and Shrubbery, Alteration of Drainage, Etc.: Except for Declarant's and Builders' acts and activities in the development of The Laurels, no sod, topsoil, muck, trees or shrubbery shall be removed from The Laurels and no change in the condition of the soil or the level of the land of any Lot shall be made which results in any permanent change in the flow or drainage of surface water of or within The Laurels without the prior written consent of the Board.

(j) Radio Equipment: No ham radios or radio transmission equipment shall be operated or permitted to be operated without the prior written consent of the Board.

(k) Casualty Destruction to Improvements: In the event a Dwelling Unit or other improvements upon the Lots are damaged or destroyed by casualty, hazard or other loss, then, within a reasonable period of time after such incident, the Owners thereof shall either commence to rebuild or repair the damaged Dwelling Unit or improvements and diligently continue such rebuilding or repairing activities to completion or (upon a determination by the Owners thereof that the improvements will not be repaired or replaced) promptly clear damaged improvements and grass over and landscape such Lots in a sightly manner. As to any such reconstruction of destroyed Dwelling Units, same shall only be replaced with Dwelling Units of a similar size and type as those destroyed, as approved by Declarant until the Turnover Date, and thereafter the Board.

(l) Trucks, Commercial Vehicles, Recreation Vehicles, Mobile Homes, Boats, Campers and Trailers:

(1) No commercial truck, commercial van, bus, boat, recreation vehicle, mobile home, camper or trailer may

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be kept on The Laurels except as set forth in subparagraph (6) below. Commercial vehicles and commercial vans shall include all trucks or vans which bear signs or have printed on the sides, front, or rear of same reference to any commercial undertaking or enterprise.

(2) No Owner or his family members, guests, invitees or lessees or their family members, guests, or invitees shall be permitted to keep any vehicle on The Laurels which is deemed by Declarant until the Turnover Date, and thereafter the Association, to be a nuisance or in violation of any Rules and Regulations.

(3) Declarant and the Association shall not be responsible for any damage or theft to vehicles parked anywhere on The Laurels.

(4) No vehicle of any kind which is required by applicable law to be registered and/or bear a license plate shall be permitted on The Laurels unless such requirements have been met.

(5) Declarant or the Association shall have the right, but shall not be obligated, to designate certain portions of the Common Areas, which may be relocated from time to time, for the parking of trucks, commercial vehicles, buses, recreational vehicles, mobile homes, trailers, boats, and campers. Any such area designated pursuant to this subparagraph (5) may, in the sole and absolute discretion of Declarant or the Association, be terminated for such use without cause or prior notice.

(6) Excepted from the provisions of this Article 3.03(1) shall be any vehicles owned, used, or designated by Declarant or its successors, nominees or assigns, the Association, or the Corporation for the purpose of carrying out their duties and obligations under this Declaration or the Polo Club Documents, as the case may be, and by Declarant for the purpose of carrying out its plan for development of The Laurels and the remainder of the Polo Club.

(m) Nonliability of Declarant or the Association: Neither Declarant nor the Association shall in any way or manner be held liable or responsible for approval given hereunder or for any violation of these restrictions by any Person other than itself.

(n) Owner Compliance:

(1) The covenants, restrictions and

servitudes imposed by this Declaration shall apply not only to an Owner, but also to any Person or Persons occupying the Owner's premises under lease from the Owner or by permission or invitation of an Owner or its tenants, express or implied.

(2) Failure of the Owner to notify said Persons or other occupants of the existence of said restrictions shall not in any way act to limit or divest the right of Declarant or the Association of enforcement of these restrictions and, in addition, the Owner shall be responsible for all violations of these restrictions by its employees, tenants, licensees, invitees or guests, and by employees, guests, licensees and invitees of its tenants at any time.

(c) No Implied Waiver: The failure of Declarant or the Association to object to an Owner's or other Person's failure to comply with the covenants and restrictions contained herein or in any other of The Laurels Documents (including the Rules now or hereafter promulgated) shall in no event be deemed a waiver by Declarant or the Association or of any other party having an interest therein of its right to object to same and to seek compliance therewith in accordance with the provisions of The Laurels Documents.

(p) Delegation to the Association: Declarant reserves the right to delegate to the Association any or all of the rights of review and approval set forth in this Article 3.03. Such delegation shall be in writing and may, in Declarant's sole and absolute discretion, be on a temporary or permanent basis.

(q) Certain Builders' Rights; Minimum Guidelines:

(i) Notwithstanding anything contained herein, the provisions of subparagraphs 3.03 (c), (h) and (l) shall not apply to a Builder during the period of construction of Dwelling Units by it to the extent that a waiver of such provisions is necessary and appropriate to permit the Builder to engage in the construction activities required for the normal and proper development of same. In the event of any questions of interpretation of the provisions hereof, Declarant until the Turnover Date, and thereafter the Association, shall make a final determination.

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(ii) Notwithstanding anything contained herein, Builders shall be required to comply with the Minimum Guidelines for Single Family Home Builders at The Laurels attached hereto as Exhibit "E."

(r) No Subdivision: No portion of The Laurels shall be divided, subdivided or sold except as a whole without the written approval of Declarant. This restriction shall not be construed as in any manner limiting or preventing The Laurels and the improvements thereon from being submitted to condominium ownership.

#### ARTICLE 4

##### EASEMENTS

###### 4.01 Recognition of Existing Easements

Each Owner, by acceptance of a deed or other instrument of conveyance, recognizes and consents to the easements reserved and/or granted with respect to The Laurels under this Declaration.

###### 4.02 Grant and Reservation of Easements

Declarant hereby reserves for itself, the Association and the Corporation, and their designees, and grants the following perpetual easements on, over, across, through, and under The Laurels as covenants running with The Laurels for the benefit of Declarant, the Association, the Corporation, and their designees, Builders, the Owners, their family members, guests, and invitees, and their family members, guests, and invitees, to various governmental and quasi-governmental authorities and agencies and private concerns, as hereinafter specified for the following purposes:

###### (a) Nonexclusive Easement to Public Ways:

The walks and other rights-of-way on The Laurels shall be and the same are hereby declared and reserved to be subject to a nonexclusive easement over and across the same for ingress and access to and egress from the public ways in favor of Declarant, the Corporation, and the Association, and their designees, and the Owners for their use and for the use of their family members, guests, invitees, and lessors for all proper and normal purposes. The easement rights created hereunder shall be used in a

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manner consistent with the structural design of the improvements and shall not be used in a manner so as to create a nuisance.

(b) **Utility & Governmental Services Easements:**

A nonexclusive easement(s) to provide for installation, service, repair and maintenance of the power, electric transmission, television cable, light, telephone, communication, surveillance, gas, water, sewer, garbage, drainage and other utilities and governmental services including police and fire protection, and postal and emergency services including rights of ingress, egress and access for Persons and equipment necessary for such purposes for the benefit of Declarant, the Corporation, the Association, Builders, and all appropriate utility companies, agencies, franchises or governmental or quasi-governmental agencies.

(c) **Common Areas:**

A perpetual, nonexclusive easement(s) over and upon the Common Areas in favor of Declarant, the Corporation, and the Association, and their designees, and the Owners for the use of the Common Areas and an easement in favor of Declarant, the Corporation, the Association, and their designees for ingress, egress, and access to enter any portion of The Laurels in order to construct, maintain, improve and repair any Common Areas and facilities thereon and appurtenances thereto.

(d) **Right of the Association, the Corporation, and Declarant to Enter Upon The Laurels:**

A nonexclusive easement(s) for ingress, egress and access in favor of Declarant, the Association, the Corporation, Builders, and all agents, employees, or other designees of Declarant, the Association, or the Corporation to enter upon each Unit and the Common Areas as necessary for the purpose of inspecting any construction, proposed construction, or improvements or fulfilling the rights, duties and responsibilities of ownership, administration, maintenance and repair of either such Owner or the Association, as applicable. Such easement shall include an easement in favor of the Association, the Corporation, and Declarant to enter upon Common Areas now or hereafter created to use, repair, maintain and replace the same for the purposes for which they are initially designed or dedicated or for which Declarant or the Association

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hereafter redesignates them or otherwise determines them to be reasonably suited. Notwithstanding the foregoing, nothing contained therein or herein shall be interpreted to impose any obligation upon the Association or Declarant to maintain, repair, or construct any Unit or other improvement which an Owner is required to maintain, construct or repair.

(e) RDU Areas:

A nonexclusive easement shall exist in favor of Declarant, the Corporation, and the Association, and their employees, or other designees, for the use of the RDU Areas and an easement for ingress, egress, and access to enter any portion of The Laurels in order to construct, maintain or repair any RDU Areas and facilities thereon and appurtenances thereto. No structure, landscaping or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities or which may obstruct or retard the flow of water through Drainage Areas or otherwise interfere with any easement provided for in this Article or the rights and restrictions set forth in Article 3 hereof.

(f) Easement for Encroachments:

An easement(s) for encroachments in favor of Declarant, the Association, the Corporation, the Owners, and all Persons entitled to use that portion of The Laurels in the event any portion of the improvements located on any portion of The Laurels now or hereafter encroaches upon any of the remaining portions of The Laurels as a result of minor inaccuracies in survey, construction or reconstruction or due to settlement or movement. Any easement(s) for encroachment shall include an easement(s) for the maintenance and use of the encroaching improvements in favor of Declarant, the Corporation, the Association, the Owners and all their designees.

(g) Right of Corporation to Enter Upon The Laurels:

A nonexclusive easement shall exist in favor of the Corporation or its designees to enter upon such portions of The Laurels as may be reasonably necessary for fulfilling its duties and responsibilities of administration, maintenance, and repair in accordance with the Polo Club Documents.

4.03 Assignments:

The easements reserved hereunder unto

Declarant may be assigned by Declarant as it deems appropriate, in whole or in part, to the Association, the Corporation, any city, county or state government or agency thereof, or any duly licensed or franchised public utility, or any other designee of Declarant.

4.04 Additional Easements:

Declarant shall have the right to execute, without further authorization, such grants of easement or other instruments as may from time to time be necessary or desirable to grant easements over and upon The Laurels or portions thereof in accordance with or to compliment the provisions of this Declaration, subject to limitations as to then existing buildings or other permanent structures or facilities constructed within The Laurels, or as is otherwise determined to be in the best interest of The Laurels or the Polo Club.

ARTICLE 5

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION;  
BOARD OF DIRECTORS

5.01 Membership and Voting Rights

The members of the Association shall be comprised of Declarant and the other Owners. Each Member shall be entitled to the benefit of, and subject to the provisions of, The Laurels Documents as same may be amended from time to time. The rights of Members regarding voting, meetings, notices, etc., shall be as set forth in the Articles and By-Laws.

5.02 Board

The Association shall be governed by the Board, which shall be elected and administer the Association as set forth in the Articles and By-Laws.

5.03 Association Not a Condominium Association;  
Common Areas Not Condominium Property

The Association is NOT a condominium association under Chapter 718, Florida Statutes, or otherwise. The Association has been formed for the primary

purpose of maintaining the Common Areas. The Common Areas are not condominium property.

#### ARTICLE 6

##### MEMBERSHIP AND VOTING RIGHTS IN THE CORPORATION

###### 6.01 Membership

As set forth in the Master Documents, every Owner shall be a member of the Master Association. Membership in the Master Association, as provided in the Master Declaration, shall be appurtenant to, and may not be separated from, ownership of a "Dwelling Unit" (as defined in the Master Declaration).

###### 6.02 Voting Rights

(a) Declarant: Declarant or the person designated in Declarant's written proxy shall cast the number of votes possessed by Declarant at meetings of the Master Association.

(b) Other Owners: The votes of Owners as members of the Master Association, other than Declarant, shall be cast at meetings of the members of the Master Association by their representative (the "Representative"). The Representative shall be the President of the Association or such other officer of the Association designated in the President's written proxy. The Representative shall cast the number of votes equal to the number of votes possessed by the members of the Master Association he represents as he determines to be in their best interest. Notwithstanding the foregoing, votes to amend the Polo Club Documents, elect Governors, and decide other questions so designated by the Master Association Board shall be cast by the Representative in a manner consistent with the vote of a majority of the members of the Master Association who belong to the Association cast at a properly held meeting of the Association for that purpose. Prior to voting such votes at a meeting of the members of the Master Association the Representative shall supply the Master Association with an affidavit attesting to the outcome of such vote by such members. The number of votes possessed by the Owners is set forth in the Master Articles.

(c) Persons Entitled to Vote: As provided in the Polo Club Documents, no Owner except Declarant, the



person designated in Declarant's proxy, or the Representative, may cast a vote at a meeting of the members of the Master Association. Further, the Master Association shall be under no duty or obligation to determine whether the manner for determining how such votes are cast is correct, fair or equitable.

#### ARTICLE 7

##### COVENANT TO PAY ASSESSMENTS FOR NEIGHBORHOOD EXPENSES; ESTABLISHMENT AND ENFORCEMENT OF LIENS; CERTAIN RIGHTS OF DECLARANT AND INSTITUTIONAL MORTGAGEES

###### 7.01 Affirmative Covenant to Pay Neighborhood Expenses

In order to (1) fulfill the terms, provisions, covenants and conditions contained in this Declaration; and (2) maintain, operate, preserve and improve the Common Areas for the recreation, use, safety, welfare and benefit of the Association, the Owners and their guests, invitees, lessees and licensees, there is hereby imposed on each Unit the affirmative covenant and obligation to pay to the Association (in the manner herein set forth) all Assessments including, but not limited to, the Individual Unit Assessments and "Special Assessments" (as hereinafter provided), and, as provided in the Master Declaration, assessments for Operating Expenses, Golf Expenses, and Tennis Expenses, as applicable and as hereinafter provided. Each Owner, by acceptance of a deed or other instrument of conveyance conveying a Unit, whether or not it shall be so expressed in such deed or instrument, shall be obligated and agrees to pay to the Association all Assessments for Neighborhood Expenses in accordance with the provisions of The Laurels Documents and consents and agrees to the lien rights hereunder against such Unit, provided that the Owner shall only be personally obligated for Assessments that fall due during the time the Owner owns the Unit unless otherwise assumed by such Owner, notwithstanding the fact that the Unit may be subject to a lien for Assessments in addition thereto. In a voluntary conveyance of a Unit, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments against the grantor for his share of the Neighborhood Expenses up to the time of transfer of title, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee. Each Owner shall be obligated to pay its applicable portion of the Operating Expenses, Golf Expenses, and Tennis

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Expenses which are assessed against either the Association or the Unit, as the Master Association shall direct and as is more specifically set forth in the Master Declaration, and his Unit shall be subject to liens therefor as set forth in the Master Declaration.

7.02 Establishment of Liens; Late Charges

Any and all assessments made by the Association in accordance with the provisions of this Declaration or any of The Laurels Documents (the "Assessments") with interest thereon at the highest rate allowed by law and costs of collection, including, but not limited to, reasonable attorneys' fees as hereinafter provided are hereby declared to be a charge and continuing lien upon the Units against which each such Assessment is made. In addition, the Association may require the Owner of a Unit for which Assessments are more than thirty (30) days overdue to pay a late charge in an amount to be determined by the Board. Each Assessment against a Unit, together with interest thereon at the highest rate allowed by law and costs of collection thereof, including, but not limited to, attorneys' fees, shall be the personal obligation of the Owner of each such Unit assessed. Said lien shall be effective only from and after the time of the recordation amongst the Public Records of the County of a written, acknowledged statement by the Association setting forth the amount due to the Association as of the date the statement is signed. Upon full payment of all sums secured by that lien, the party making payment shall be entitled to a satisfaction of the statement of lien in recordable form. Notwithstanding anything to the contrary herein contained, the lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed upon a Unit by an Institutional Mortgagee of record. Where an Institutional Mortgagee of record obtains title to a Unit as a result of foreclosure of its mortgage or deed in lieu of foreclosure, such Institutional Mortgagee, its successors or assigns, shall not be liable for the share of Assessments pertaining to such Unit or chargeable to the former Unit Owner thereof which became due prior to the acquisition of title as a result of the foreclosure or deed in lieu thereof, unless the Assessment against the Unit in question is secured by a claim of lien for Assessments that is recorded prior to the recordation of the mortgage which was foreclosed or with respect to which a deed in lieu of foreclosure was given. The unpaid share of Assessments for Neighborhood Expenses or other Assessments

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is collectible from all of the Unit Owners, including such acquirer and his successor and assigns.

#### 7.03 Collection of Assessments by Association

In the event any Unit Owner shall fail to pay Assessments, or any installments thereof, charged to such Unit Owner within fifteen (15) days after the same becomes due, then the Association, through the Board, shall, in its sole discretion, have any and all of the following remedies, to the extent permitted by law, which remedies are cumulative and which remedies are not in lieu of, but are in addition to, all other remedies available to the Association:

(a) To accelerate the entire amount of any Assessments for the remainder of the calendar year, notwithstanding any provisions for the payment thereof in installments.

(b) To advance on behalf of the Unit Owner(s) in default funds to accomplish the needs of the Association up to and including the full amount for which such Unit Owner(s) is liable to the Association and the amount or amounts of monies so advanced, together with interest at the highest allowable rate, and all costs of collection thereof including, but not limited to, reasonable attorneys' fees, may thereupon be collected by the Association and such advance by the Association shall not waive the default.

(c) To file an action in equity to foreclose its lien at any time after the effective date thereof. The lien may be foreclosed by an action in the name of the Association in like manner as a foreclosure of a mortgage on real property.

(d) To file an action at law to collect said Assessment plus interest at the highest rate allowed by law plus court costs and reasonable attorneys' fees without waiving any lien rights or rights of foreclosure in the Association.

#### 7.04 Collection by Declarant

In the event for any reason the Association shall fail to collect the Assessments, then in that event, Declarant shall at all times have the right, but not the obligation: (1) to advance such sums as the Association could have advanced as set forth above; and (2) to collect

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such Assessments and, if applicable, any such sums advanced by Declarant, by using the remedies available to the Association as set forth above, which remedies (including, but not limited to, recovery of attorneys' fees) are hereby declared to be available to Declarant.

**7.05 Collection of Operating Expenses, Golf Expenses, and Tennis Expenses by Association**

Pursuant to Article 9 of the Master Declaration, the Association shall collect the assessments for Operating Expenses for the Units it administers which are "Contributing Units" (as that term is defined in the Master Declaration). In addition, pursuant to Articles 12 and 15, respectively, of the Master Declaration, the Association shall collect the assessments for Golf Expenses and Tennis Expenses for the Owners who are Golf Members and/or Tennis Members. Such collection shall be like and along with Individual Unit Assessments, unless otherwise determined by the Master Association. In the event the Association or the Owner fails to promptly remit such sums, the Master Association and the Declarant shall have those remedies set forth in the Master Declaration regarding such nonpayment. In the event an Owner fails to promptly remit such sums to the Association, the Association shall have those remedies set forth in this Declaration for the nonpayment of Assessments, including but not limited to, the establishment of liens therefor.

**7.06 Rights of Declarant and Institutional Mortgagees to Pay Assessments and Receive Reimbursement**

Declarant and each Institutional Mortgagee shall have the right but not the obligation, jointly or singly, and at their sole option, to pay any of the Assessments which are in default and which may or have become a charge against any Units. Further, Declarant and each Institutional Mortgagee shall have the right, but not the obligation, jointly or singly, and at their sole option, to pay insurance premiums or fidelity bond premiums or other required items of Neighborhood Expenses on behalf of the Association where the same are overdue and where lapses in policies or services may occur. Declarant and any Institutional Mortgagees paying overdue Neighborhood Expenses on behalf of the Association will be entitled to immediate reimbursement from the Association plus any costs of collection including, but not limited to, reasonable attorneys' fees, and the Association shall execute an instrument in recordable form to this effect and deliver the

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original of such instrument to each Institutional Mortgagee who is so entitled to reimbursement and to Declarant if Declarant is entitled to reimbursement.

#### ARTICLE 8

##### METHOD OF DETERMINING ASSESSMENTS AND PROPERTY AND OWNERS TO ASSESS

###### 8.01 Determining Amount of Assessments

(a) Individual Unit Assessment: The total anticipated Neighborhood Expenses for each calendar year shall be set forth in a budget (the "Budget") prepared by the Directors not later than November 15 of the calendar year preceding the calendar year for which the Budget is to be adopted. The total anticipated Neighborhood Expenses or the total guaranteed Neighborhood Expenses during the "Guarantee Period" (as that term is hereinafter defined) (other than those Neighborhood Expenses which are properly the subject of a Special Assessment, as hereinafter set forth) shall be apportioned to determine the Individual Unit Assessment as follows:

The Individual Unit Assessment for each Unit shall be the product arrived at by multiplying the total anticipated Neighborhood Expenses reflected by the Budget, other than those Neighborhood Expenses which are properly the subject of a Special Assessment (adjusted as hereinafter set forth) by a fraction, the numerator of which is the one (1) and the denominator of which shall be forty-six (46) (the total number of Units).

(b) Individual Unit Assessment During Guarantee Period: The term "Guarantee Period" shall mean a period of time commencing with the date of this Declaration and continuing through December 31, 1985. Declarant reserves the right, in its sole and absolute discretion, to extend the Guarantee Period beyond December 31, 1985, and thereafter on one (1) or more occasions to again extend it. Declarant shall advise the Association by written notice of any such extension of the Guarantee Period and the amount of the new Guaranteed Assessment at least thirty (30) days prior to the termination of the Guarantee Period or an extension thereof. During the initial Guarantee Period, it is covenanted and agreed by Declarant that Individual Unit Assessments shall not exceed an annual amount of Two Hundred Eighty Two and 60/100 Dollars (\$282.60) (the "Guaranteed

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Assessment") and that Declarant shall pay the difference, if any, between the amount of money spent by the Association for Neighborhood Expenses (other than Neighborhood Expenses which are properly the subject of a Special Assessment) during such Guarantee Period. Thereafter, should Declarant elect to extend the Guarantee Period as aforesaid, the amount of such Guaranteed Assessment during such extended Guarantee Period shall be the amount set forth by Declarant in the notice to the Association. Notwithstanding anything contained herein, the Guarantee Period shall terminate upon the Turnover Date.

#### 8.02 Assessment Payments

Individual Unit Assessments shall be payable monthly, quarterly or annually, in advance, on the first day of such period as the Board shall determine.

#### 8.03 Special Assessments

"Special Assessments" include, without limitation, in addition to other Assessments designated as Special Assessments in The Laurels Documents and whether or not for a cost or expense which is included within the definition of "Neighborhood Expenses," those Assessments which are levied for capital improvements which include the costs (whether in whole or in part) of constructing or acquiring improvements for or on the Common Areas or the cost (whether in whole or in part) of reconstructing or replacing such improvements or for unanticipated expenses or for expenses of litigation. Special Assessments shall be assessed in the same manner as the Individual Unit Assessment provided that no Units owned by Declarant shall be subject to any Special Assessments without the prior written consent of Declarant. Any Units owned by Declarant which are not subject to a Special Assessment shall not be deemed to be Units in determining the respective amount of such Special Assessments being assessed against the Units subject thereto. Special Assessments shall be paid in such installments or in a lump sum as the Board shall, from time to time, determine. Declarant's right to approve Special Assessments shall end on the Turnover Date.

#### 8.04 Liability of Unit Owners for Individual Unit Assessments

By the acceptance of a deed or other instrument of conveyance of a Unit, each Owner thereof acknowledges that all Unit Owners are jointly and severally

liable for their own Individual Unit Assessments and their applicable portion of any Special Assessments as well as for all Assessments for which they are liable as provided for herein. Such Owners further recognize and covenant that they are jointly and severally liable with the Owners of all Units (except for Declarant during the Guarantee Period and as may be otherwise provided herein) for the Operating Expenses. Accordingly, it is recognized and agreed by each Owner who is or becomes a Unit Owner for himself and his heirs, executors, successors and assigns that in the event Unit Owners fail or refuse to pay their Individual Unit Assessments or any portion thereof or their respective portions of any Special Assessments or other Assessments, then the other Unit Owners may be responsible for increased Individual Unit Assessments by Special Assessment or regular Assessments due to the nonpayment by such other Unit Owners, and such increased Individual Unit Assessment or Special or other Assessment can and may be enforced by the Association and Declarant in the same manner as all other Assessments hereunder as provided in this Declaration.

#### ARTICLE 9

##### NEIGHBORHOOD EXPENSES; CERTAIN ASSESSMENT CLASSIFICATIONS

The following expenses of The Laurels and the Association are hereby declared to be Neighborhood Expenses which the Association is obligated to assess and collect and which the Unit Owners are obligated to pay as provided herein or as may be otherwise provided in The Laurels Documents.

##### 9.01 Taxes

Any and all taxes levied or assessed at any and all times upon the Common Areas or any improvements thereto or thereon by any and all taxing authorities or districts, and against all personal property and improvements, which are now or which hereafter may be placed thereon, including any interest, penalties and other charges which may accrue thereon.

##### 9.02 Utility Charges

All charges levied for utilities providing services for the Common Areas.

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9.03 Insurance

The premiums on the policy or policies of insurance which the Association, in its sole discretion, determines to obtain; provided, however, that the Association shall obtain and maintain the following insurance coverage:

(a) Property insurance in an amount equal to the then full replacement cost, exclusive of land, foundation, excavation and other items normally excluded from such coverage, of all buildings and improvements now or hereafter located upon the Common Areas and such insurance shall afford protection against at least the following:

(1) loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and by sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm, and water damage; and

(2) such other risks as shall customarily be covered with respect to areas similar to the Common Areas in developments similar to The Laurels in construction, location and use.

(b) A comprehensive policy of public liability insurance, and, if appropriate, owners and landlord and tenant policies naming the Association, the Owners, and, until the Turnover Date, Declarant, as named insureds thereon insuring against any and all claims or demands made by any person or persons whomsoever for injuries received in connection with, or arising from, the operation, maintenance and use of Common Areas and any improvements and buildings located thereon, and for any other risks insured against by such policies with limits determined by the Board to be adequate for damages incurred or claimed by any one person for any one occurrence and for damages incurred or claimed for any one occurrence and for property damage, per occurrence, with no separate limits stated for the number of claims. Such coverage shall include as appropriate, without limitation, protection against water damage liability, liability for nonowned and hired automobiles, liability for property of others, host liquor liability and such other risks as are customarily covered with respect to areas similar to Common Areas in developments similar to The Laurels in construction, location and use.

(c) Adequate fidelity coverage to protect against dishonest acts on the part of officers, Directors, and employees of the Association and all others who handle or are responsible for handling funds of the Association, such coverage to be in the form of fidelity bonds which meet the following requirements:

(1) Such bonds shall name the Association as an obligee;

(2) Such bonds shall be written in an amount equal to at least fifty percent (50%) of the estimated annual Neighborhood Expenses;

(3) Such bonds shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression.

(d) Such other forms of insurance and in such coverage as the Association shall determine to be required or beneficial for the protection or preservation of Common Areas and any buildings and improvements now or hereafter located thereon or in the best interests of The Laurels or the Association.

(e) All policies of insurance or fidelity bonds required to be obtained by the Association pursuant to this Paragraph 9.03 shall provide that they may not be cancelled or substantially modified by any party without at least thirty (30) days' prior written notice to the Association and to each Institutional Mortgagee which is listed as a scheduled holder of a first mortgage encumbering a Dwelling Unit in such insurance policy.

**9.04 Maintenance, Repair, Replacement and Operation of Common Areas**

Any and all expenses necessary to operate, maintain, preserve and protect any portions of Common Areas or to construct or reconstruct any structure thereon or improvement thereto shall be a Neighborhood Expense.

**9.05 Administrative and Operational Expenses**

The costs of administration for the Association in the performance of its functions and duties under The Laurels Documents including, but not limited to, costs for secretarial and bookkeeping services, salaries of

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employees, legal and accounting fees, and contracting expenses. The Association may employ the necessary personnel and contract with the necessary persons or entities to carry out the obligations hereunder including maintenance and surveillance functions.

9.06 Compliance with Laws

The cost and expense of compliance with all laws, statutes, ordinances and regulations shall be a Neighborhood Expense.

9.07 Indemnification

The Association covenants and agrees that it will indemnify, defend and hold harmless Declarant, its officers, agents and employees, from and against any and all claims, suits, actions, causes of action or damages arising from any personal injury, loss of life or damage to property sustained on or about Common Areas and improvements thereof and thereon, and from and against all costs, expenses, counsel fees (including, but not limited to, all trial and appellate levels and whether or not suit be instituted), expenses and liabilities incurred by Declarant arising from any such claim, investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders, judgments or decrees which may be entered thereon. The Association shall also indemnify Declarant, its officers, agents, and employees for any expense Declarant may incur in bringing any suit or action for the purpose of enforcing the rights of Declarant under any of The Laurels Documents or of compelling the specific enforcement of the terms, conditions and covenants contained in any of The Laurels Documents to be kept or performed by the Association or the Owners. The costs and expense of fulfilling this covenant of indemnification set forth in this Paragraph shall be a Neighborhood Expense.

9.08 Failure or Refusal of Contributing Unit Owners to Pay Assessments

Funds needed for Neighborhood Expenses due to the failure or refusal of Unit Owners to pay Assessments levied shall themselves be deemed to be Neighborhood Expenses and properly the subject of an Assessment; provided, however, that any Assessment for any such sums so needed to make up a deficiency due to the failure of Unit Owners to pay an Assessment shall be deemed to be a Special

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Assessment subject to the limitations thereon with respect to Units owned by Declarant.

**9.09 Extraordinary Items**

Extraordinary items of expense under The Laurels Documents, such as expenses due to casualty losses and other extraordinary circumstances, shall be the subject of a Special Assessment.

**9.10 Costs of Reserves**

The funds necessary to establish an adequate reserve fund (the "Reserves") for depreciation, replacement or deferred maintenance of Common Areas and the facilities and improvements thereupon in amounts determined by the Board from time to time shall be a Neighborhood Expense. The Reserves shall be deposited in a separate account in the name of the Association. The monies collected by the Association on account of Reserves shall be and shall remain the exclusive property of the Association, and no Owner shall have any interest, claim or right to such Reserves or any fund composed of same.

**9.11 Miscellaneous Expenses**

The cost of all items of costs or expenses pertaining to or for the benefit of the Association or Common Areas or any part thereof not herein specifically enumerated and which is determined to be an appropriate item of Neighborhood Expense by the Board shall be a Neighborhood Expense.

**ARTICLE 10**

**GENERAL PROVISIONS**

**10.01 Lawful Use of The Laurels**

All of The Laurels is subject to the Master Declaration and this Declaration, and each Owner will conform to and observe all laws, statutes, ordinances, rules and regulations of the United States of America, the State of Florida, the County and any and all other governmental and public authorities and boards or officers of the same relating to The Laurels, any improvements thereon, or the use thereof, and no illegal purpose or use shall be permitted on The Laurels.

10.02 Incorporation of The Laurels Documents

Any and all deeds conveying a Unit or any other portion of The Laurels shall be conclusively presumed to have incorporated therein all of the terms and conditions of The Laurels Documents including, but not limited to, this Declaration, whether or not the incorporation of the terms and conditions of The Laurels Documents is specifically set forth by reference in such deed, and acceptance by the grantee of such deed shall be deemed to be acceptance by such grantee of all of the terms and conditions of The Laurels Documents.

10.03 Notices

(a) Any notice or other communication required or permitted to be given or delivered hereunder to the Master Association, the Association or any Owner or Declarant shall be deemed properly given and delivered upon the mailing thereof by United States mail, postage prepaid to: (a) any Owner, at the address of the person whose name appears as said Owner on the records of the Association at the time of such mailing and, in the absence of any specific address, at the address of any Dwelling Unit owned by such Dwelling Unit Owner; (b) the Association at 711 N.W. 25th Avenue, Delray Beach, FL 33445, or such other address as the Association shall hereafter notify Declarant and the Owners of in writing; (c) the Master Association at 711 N.W. 25th Avenue, Delray Beach, FL 33445, or such other address as the Master Association shall hereafter notify the Association in writing; and (d) Declarant at 711 N.W. 25th Avenue, Delray Beach, FL 33445, or such other address or addresses as Declarant shall hereafter notify the Association of in writing, any such notice to the Association of a change in Declarant's address being deemed notice to the Owners. Upon request of an Owner, the Association shall furnish to such Owner the then current address for Declarant as reflected by the Association records.

(b) Upon receipt by the Association from any Institutional Mortgagee of a copy of the mortgage held by such Institutional Mortgagee on a Dwelling Unit, together with written request therefor from such Institutional Mortgagee specifying the address to which the following items are to be sent, the Association shall timely send to such Institutional Mortgagee the following (until the Association receives a written request from such

Institutional Mortgagee to discontinue sending the following items or until the mortgage is discharged of record):

(1) A copy of any notice of a meeting of the Association or of the Board which is thereafter sent to the Owner of such Dwelling Unit;

(2) A copy of any financial statement of the Association which is thereafter sent to the Owner of such Dwelling Unit;

(3) Written notice of any termination by the Association of any professional management of Common Areas, and the assumption by the Association of the self-management of Common Areas; provided, however, such assumption by the Association of the self-management of Common Areas upon termination of any professional management shall not occur unless approved by the Owners of sixty-seven percent (67%) of the Dwelling Units, and the Institutional Mortgagees holding first mortgages encumbering fifty-one percent (51%) of the Dwelling Units, encumbered by such first mortgages, if such professional management has previously been required by such Institutional Mortgagees; and

(4) Thirty (30) days' prior written notice of the cancellation or termination by the Association of any policies of insurance covering Common Areas or any improvements thereon, or any fidelity bonds of the Association for its officers, Directors, or employees as well as copies of any notices of cancellation by others received by the Association with respect thereto;

(5) Written notice of any damage or destruction to the improvements located on Common Areas which affects a material portion of Common Areas;

(6) Written notice of any condemnation or eminent domain proceeding or proposed acquisition arising therefrom with respect to Common Areas;

(7) Written notice of any material amendment to, or the abandonment or termination of, this Declaration in accordance with the terms hereof or of any proposed action which would require the consent of Institutional Mortgagees; and

(8) Written notice of any failure by an Owner owning a Dwelling Unit encumbered by a first mortgage

held by such Institutional Mortgagee to perform his obligations under The Laurels Documents, including, but not limited to, any delinquency in the payment of any Assessments where such failure or delinquency has continued for a period of sixty (60) days.

(c) The failure of the Association to send any such notice to any such Institutional Mortgagees shall have no effect on any meeting, act or thing which was to have been the subject of such notice nor affect the validity thereof.

#### 10.04 Protect Legal Title to Common Areas

Until the Turnover Date, no one may grant, lease, convey, pledge, encumber, assign, hypothecate or mortgage any interest in the Common Areas without Declarant's prior written consent, which consent may be unreasonably withheld. Further, except for Declarant, no one may incur any indebtedness giving a right to a lien of any kind or character upon the right, title or any interest of Declarant in and to that portion of Common Areas owned by it, and no person shall ever be entitled to any such lien. All Persons contracting with the Association, or Owners or Persons furnishing materials or labor thereto, as well as all Persons whomever, shall be bound by the provisions hereof.

#### 10.05 Enforcement

(a) The covenants and restrictions herein contained or contained in any of The Laurels Documents may only be enforced by the following parties in the following descending order: (1) Declarant; (2) the Association; (3) the Owners of not less than ten (10) Units. In the event that a party with a lesser priority desires to enforce The Laurels Documents, then that party must first give thirty (30) days written notice to the parties with higher priority and if, during such period, the parties of the higher priority do not initiate enforcement procedures, then the party of lesser priority may so initiate such enforcement procedures. In the event enforcement procedures are initiated within the aforesaid thirty (30) day period and thereafter terminated prior to the correction of such violation, then the party with lesser priority who gave notice may initiate enforcement procedures. A party not initiating enforcement procedures shall incur no liability for such nonenforcement. The Laurels Documents may be enforced as aforesaid in any judicial proceedings seeking

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any remedy recognizable at law or equity including damages, injunction or other forms of relief against any Person violating or attempting to violate any covenants, restrictions or provisions hereunder. The failure by any party to enforce any such covenant, restriction or provision herein contained shall in no event be deemed a waiver of such covenant, restriction or provision or of the right of such party to thereafter enforce such covenant, restriction or provision. The prevailing party in any such litigation shall be entitled to all costs thereof including, but not limited to, reasonable attorneys' fees.

(b) Notwithstanding the availability of the remedies set forth in Article 10.06(a) above, the Association shall also have the power to assess reasonable fines as set forth in the By-Laws to enforce any of the provisions of this Declaration, the By-Laws, or the Rules.

#### 10.06 Captions, Headings and Titles

Article, Paragraph and subparagraph captions, headings and titles inserted throughout this Declaration are intended as a matter of convenience only and in no way shall such captions, headings or titles define, limit, or in any way affect the subject matter of any of the terms and provisions of this Declaration.

#### 10.07 Context

Whenever the context so requires or admits, any pronoun used herein may be deemed to mean the corresponding masculine or feminine form thereof and the singular form of any nouns and pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

#### 10.08 Attorneys' Fees

Any provision in this Declaration for the collection or recovery of attorneys' fees shall be deemed to include, but not be limited to, attorneys' fees for the attorneys' services at all trial and appellate levels and, unless the context clearly indicates a contrary intention, whether or not suit is instituted.

#### 10.09 Severability

In the event any of the provisions of this Declaration shall be deemed invalid by a court of competent

jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect, and any provisions of this Declaration deemed invalid by a court of competent jurisdiction by virtue of the term or scope thereof shall be deemed limited to the maximum term and scope permitted by law. Further, the invalidation of any of the covenants or restrictions or terms and conditions of this Declaration or reduction in the scope or term of the same by reason of judicial application of the legal rules against perpetuities or otherwise shall in no way affect any other provision which shall remain in full force and effect for such period of time and to such extent as may be permitted by law.

#### 10.10 Amendment and Modification

The process of amending or modifying this Declaration shall be as follows:

A. Until the Turnover Date, all amendments or modifications shall be made only by Declarant without the requirement of the Association's consent or the consent of the Owners; provided, however, that the Association shall, forthwith upon request of Declarant, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as Declarant shall from time to time request.

B. After the Turnover Date, this Declaration may be amended (a) by the consent of the Owners of two-thirds (2/3) of all Units together with (b) the approval or ratification of a majority of the Board. The aforementioned consent of the Unit Owners may be evidenced by a writing signed by the required number thereof or by the affirmative vote of the required number thereof at any regular or special meeting of the Association called and held in accordance with the Association By-Laws evidenced by a certificate of the Secretary or an assistant secretary of the Association.

C. Amendments for corrections of scrivener's errors or other changes which do not materially affect Owners' rights hereunder may be made by Declarant alone until the Turnover Date and thereafter by the Board alone without the need of consent of the Unit Owners.

D. A true copy of any amendment to this Declaration shall be sent certified mail by the Association to Declarant and to all Institutional Mortgagees requesting

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notice pursuant to Paragraph 10.03 hereinabove of this Article.

E. Notwithstanding the foregoing provisions of this Paragraph 10.10, no amendment to the Declaration shall be effective which shall impair or prejudice the rights or priorities of Declarant, the Association, or of any Institutional Mortgagee under this Declaration or any other of The Laurels Documents without (a) the specific written approval of such Declarant, the Association or Institutional Mortgagee affected thereby; and (b) the approval of Institutional Mortgagees holding first mortgages encumbering at least fifty-one percent (51%) of the Dwelling Units, encumbered by mortgages held by Institutional Mortgagees shall be required to materially amend any provisions of this Declaration or to add any material provision hereto, which establish, provide for, govern or regulate any of the following: (1) voting; (2) assessments, assessment liens or subordination of such liens; (3) reserves for maintenance, repair and replacement of Common Areas; (4) insurance or fidelity bonds; (5) rights to use Common Areas; and (6) responsibility for maintenance and repair of Common Areas. Furthermore, notwithstanding anything to the contrary herein contained, no amendment to this Declaration shall be effective which would increase the liabilities of an Owner or prejudice the rights of the Owner or his family members, guests, invitees and lessees to utilize or enjoy the benefits of Common Areas unless the Owner or Owners and the holder, insurer, or guarantor, if any, of the Unit so affected consent to such amendment in writing (or unless such amendment is adopted in accordance with the procedures required for adoption of an amendment to this Declaration after the Turnover Date) and approved by fifty-one percent (51%) of the Institutional Mortgagees holding first mortgages on Dwelling Units encumbered by such mortgages.

#### 10.11 Condemnation

In the event the Association receives any award or payment arising from any taking of Common Areas or any part thereof as a result of the exercise of the right of condemnation or eminent domain, the net proceeds thereof shall first be applied to the restoration of the remaining Common Areas and improvements thereon to the extent deemed advisable by the Association and the remaining balance of such net proceeds, if any, shall then be held by the Association for the use of the Association.

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10.12 Declaration Runs with the Land; Term

This Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens, benefits and liens contained herein, including, without limitation, the provisions for assessment of the Neighborhood Expenses, shall run with and bind The Laurels and inure to the benefit of Declarant, the Association, Owners, Institutional Mortgagees and their respective legal representatives, heirs, successors and assigns for a term of ninety-nine (99) years from the date of the recording of this Declaration amongst the Public Records of the County after which time this Declaration shall be automatically renewed and extended for successive periods of ten (10) years each unless at least one (1) year prior to the termination of such ninety-nine (99) year term or any such ten (10) year extension there is recorded amongst the Public Records of the County, Florida, an instrument (the "Termination Instrument") signed by the Unit Owners of at least two-thirds (2/3) of all Units and the Institutional Mortgagees holding at least two-thirds (2/3) of all mortgages (by number and not by unpaid amount thereof) encumbering the Units agreeing to terminate this Declaration, upon which event this Declaration shall be terminated upon the expiration of the ninety-nine (99) year term or the ten (10) year extension thereof during which the Termination Instrument is recorded. Notwithstanding the foregoing, unless specifically otherwise provided in the Termination Instrument, the easements granted hereunder shall be perpetual and shall not terminate.

10.13 Replats

Any plat or replat of the Property subject to this Declaration must conform with the master plan as approved by the Board of the County Commissioners of the County as well as the applicable site plan as approved by the Site Plan Review Committee.

10.14 Dissolution

In the event of dissolution of the Association, each Unit shall continue to be subject to the assessments specified in this Declaration and each Owner shall continue to be personally obligated to Declarant or the successors or assigns of the Association as the case may be for such assessment to the extent that such assessments are required to enable Declarant or any such successors or assigns acquiring any real property previously owned by the

Association to properly maintain, operate and preserve it. The provisions of this Section 10.14 shall only apply with regard to the maintenance, operation and preservation of property which has been Common Areas and continues to be so used for the common use and enjoyment of Owners. Further, in the event of 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 and the Common Areas in 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 Corporation and the Common Areas.

#### 10.15 Association Delegation

The Association shall have the right, by the Board, to delegate any of its powers of architectural control and permitted uses of The Laurels under this Declaration to the Master Association.

#### 10.16 Completion of Construction - Remedy

Once the construction of any Unit or other structure is begun, work thereon must be executed diligently and completed within a reasonable time. If for any reason work is discontinued or there is no substantial progress toward completion for a continuous sixty (60)-day period, Declarant, until the Turnover Date and thereafter the Association shall have the right to notify the Owner of its intentions herein, enter the Unit and take such steps as might be required to correct the undesirable appearance or existence of the Unit or other structure including, but not limited to, demolition or removal thereof, or pursue any of the remedies under this Declaration. The reason for such correction may include but not be limited to aesthetic grounds. The Owner shall be liable for all costs and attorneys' fees incurred in such action which shall be a continuing lien against said Unit in accordance with Article 7.

#### 10.17 Non-Liability of Declarant

The Declarant shall not in any way or manner be held liable or responsible for any violation of this Declaration by any Person.

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10.18 Conflict

In the event of a conflict between the provisions of this Declaration and the Articles or By-Laws, or Rules, the provisions hereof shall prevail.

IN WITNESS WHEREOF, this Declaration has been executed by Declarant and joined in by the Association on the day and year first above set forth.

Witnesses:

DECLARANT:  
RAINBERRY DEVELOPERS FOUR, INC.  
and FIRST AMERICAN EQUITY POLO  
CORPORATION, a joint venture,  
d/b/a THE POLO CLUB

By: RAINBERRY DEVELOPERS FOUR,  
INC, a Florida corporation

*Paul B. Wick*  
*Elaine S. Stein*

By: *Roy Flack*, as President

Attest: *Marian Pearlman Nease*  
Marian Pearlman Nease  
as Secretary

[CORPORATE SEAL]

By: FIRST AMERICAN EQUITY POLO  
CORPORATION, a Florida  
corporation

*Narathy C. Day*  
*Kenneth Bratton*

By: *Richard C. Rouse*, as President

Attest: *Kimberly E. Johnson*  
as Secretary

[CORPORATE SEAL]

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ASSOCIATION:  
THE LAURELS HOMEOWNERS  
ASSOCIATION, INC.

By: Craig A. Perna  
Craig A. Perna,  
as President

Attest: Marian Pearlman Nease  
Marian Pearlman Nease,  
as Secretary

[CORPORATE SEAL]



STATE OF FLORIDA )  
COUNTY OF Palm Beach ) ss.:

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting, ROY FLACK and MARIAN PEARLMAN NEASE, the President and Secretary, respectively, of RAINBERRY DEVELOPERS FOUR, INC. to me known to be the persons who signed the foregoing instrument as such officers, and they severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 2nd day of May, 1986.

Elaine S. Stern  
Notary Public  
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. JAN 26, 1989  
BORNED THRU GENERAL INS. BRO.



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STATE OF FLORIDA       )  
                              : ss.:  
COUNTY OF               )

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting, Richard C. Preiser and Kimberly G. Jankura, the President and Secretary, respectively, of FIRST AMERICAN EQUITY POLO CORPORATION, to me known to be the persons who signed the foregoing instrument as such officers, and they severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 9th day of May, 1986.



Kim T. Bortey  
Notary Public  
My Commission Expires:


Notary Public, State of Florida  
My Commission Expires Oct. 13, 1986  
Revised Two Year Term; January, 1986

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STATE OF FLORIDA     )  
                              : ss.:  
COUNTY OF             )

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting, CRAIG A. PERNA and MARIAN PEARLMAN NEASE, the President and Secretary, respectively, of THE LAURELS HOMEOWNERS ASSOCIATION, INC., to me known to be the persons who signed the foregoing instrument as such officers, and they severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 13 day of May, 1986.

  
Notary Public  
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. JAN 28, 1989  
BONDED THRU GENERAL INS. CO.

POLOPE  
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**EXHIBIT " A "**  
**TO THE**  
**DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS**  
**AND RESTRICTIONS**  
**FOR**  
**THE LAURELS**

The Laurels, according to the Plat thereof as recorded in  
Plat Book 53 at Pages 1 & 2 of the Public Records of Palm Beach County,  
Florida.

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# State of Florida



Department of State

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

THE LAURELS HOMEOWNERS ASSOCIATION, INC.

a corporation organized under the Laws of the State of Florida,  
filed on April 15, 1986.

The document number of this corporation is N14359. non-profit

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

15th

April, 1986.



*George Firestone*

George Firestone  
Secretary of State

CR2E022 (10-85)

CR2E040 (4-84)

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FILED EXHIBIT B  
APR 15 2 17  
SECRETARY OF STATE  
MIAMI, FLORIDA

ARTICLES OF INCORPORATION

OF

THE LAURELS HOMEOWNERS ASSOCIATION, INC.  
(A Corporation Not For Profit)

In order to form a corporation under and in accordance with the provisions of the laws of the State of Florida for the formation of corporations not for profit, we, the undersigned, hereby associate ourselves into a corporation for the purposes and with the powers hereinafter mentioned; and to that end we do, by these Articles of Incorporation, set forth the following:

ARTICLE I

DEFINITIONS

A. All terms which are defined in the Declaration of Covenants, Conditions, and Restrictions for The Laurels of the Polo Club ("Declaration") shall be used herein with the same meanings as defined in said Declaration.

B. "Association" as used herein shall mean the The Laurels Homeowners Association, Inc., a Florida corporation not for profit, the corporation formed by these Articles, its successors or assigns.

ARTICLE II

NAME

The name of this corporation shall be the The Laurels Homeowners Association, Inc. For convenience, this corporation shall be herein referred to as the "Association," whose present address is 5150 Linton Boulevard, Delray Beach, Florida 33435.

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ARTICLE III

PURPOSES

The purpose for which the Association is organized is to take title to (if and when conveyed by Declarant), operate and maintain The Laurels and to carry out the covenants and enforce the provisions of the Declaration as well as the covenants and provisions of The Laurels Documents and the Polo Club Documents applicable to the Association.

ARTICLE IV

POWERS

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

A. This Association shall have all of the common law and statutory powers of a corporation not for profit.

B. The Association shall have all of the powers to be granted to the Association in the Declaration.

C. The Association shall have all of the powers reasonably necessary to implement its purposes including, but not limited to, the following:

1. To do all of the acts required to be performed by it under the Declaration, as well as under any of The Laurels Documents.

2. To make, establish, interpret, amend, and enforce by any legal means rules and regulations governing The Laurels and the use of The Laurels.

3. To make, levy and collect assessments for the purpose of obtaining funds from its members to pay for the Neighborhood Expenses of the Association, and costs of collection; and to use and expend the proceeds of assessments in the exercise of the powers and duties of the Association.

4. To collect Operating Expenses assessed by the Corporation against the Association and its Members, and the costs of collection, as required under the Documents.

5. To collect Golf Expenses and Tennis Expenses assessed by the Corporation against the Golf Members and Tennis Members who are Owners in The Laurels, and the costs of collection, as required under The Laurels Documents.

6. To administer, manage, operate, maintain, repair, and replace The Laurels in accordance with the Declaration.

7. To enforce by legal means the obligations of the members of this Association and the provisions of the Declaration.

8. To contract for professional management (the "Manager" which may be an individual, corporation, partnership or other entity) and to delegate to such Manager the powers and duties of the Association.

9. To fulfill all of its duties and obligations under The Laurels Documents.

#### ARTICLE V

##### MEMBERS

The qualification of Members, the manner of their admission to membership, the termination of such membership and voting by Members shall be as follows:

A. Until such time as the first deed of conveyance of a Lot from Declarant to an Owner is recorded amongst the Public Records of the County ("First Conveyance"), the membership of the Association shall be comprised solely of the Incorporators of this Association ("Incorporator Members"), and in the event of the resignation or termination of an Incorporator Member, the remaining Incorporator Members may nominate and designate a successor Incorporator Member.

B. Upon the First Conveyance, membership of the Incorporator Members in the Association shall be automatically terminated and thereupon Declarant shall be a Member as to each Lot it owns until such Lot is conveyed to another Owner, and thereupon and thereafter each and every Owner, including Declarant as to any portion of The Laurels owned by Declarant, shall be Members and exercise all of the rights and privileges of Members.



C. Membership in the Association for Owners other than Declarant shall be established by the acquisition of ownership of fee title to a Lot as evidenced by the recording of an instrument of conveyance amongst the Public Records of the County. Where title to a Lot is acquired by conveyance from a party other than Declarant by means of sale, gift, inheritance, devise, judicial decree or otherwise, the person, persons or entity thereby acquiring such Lot shall not be a Member unless or until such Owner shall deliver a true copy of a deed or other instrument of acquisition of title to the Association.

D. No Member may assign, hypothecate or transfer in any manner his membership in the Association except as an appurtenance to his Lot.

E. Any Member who conveys or loses title to a Lot by sale, gift, judicial decree or otherwise shall, immediately upon such conveyance or loss of title, no longer be a Member with respect to such Lot and shall lose all rights and privileges of a Member resulting from ownership of such Lot.

F. 1. If there is more than one Member with respect to a Lot as a result of the fee interest in such Lot being held by more than one person, such Members collectively shall be entitled to only one (1) vote. The vote of the Owners of a Lot owned by more than one natural person or by a corporation or other legal entity shall be cast by the person ("Voting Member") named in a certificate signed by all of the Owners of the Lot, or, if appropriate, by properly designated officers, partners or principals of the respective legal entity, and filed with the Secretary of the Association, and such certificate shall be valid until revoked by a subsequent such certificate. If such certificate is not filed with the Secretary of the Association, the vote of such Lot shall not be considered.

2. Notwithstanding the provisions of Paragraph F.1 above, whenever any Lot is owned by a husband and wife they may, but shall not be required to, designate a Voting Member. In the event a proxy or certificate designating a Voting Member is not filed by the husband and wife, the following provisions shall govern their right to vote:

(a) Where both husband and wife are present at a meeting, each shall be regarded as the agent and proxy of the other for purposes of casting the vote for each Lot owned by them. In the event they are unable to concur in

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their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting.

(b) Where only one (1) spouse is present at a meeting, the spouse present may cast the Lot vote without establishing the concurrence of the other spouse, absent any prior written notice to the contrary to the Association by the other spouse. In the event of prior written notice to the contrary to the Association by the other spouse, the vote of said Member shall not be considered.

3. Where neither spouse is present, the person designated in a proxy or certificate signed by either spouse may cast the vote, absent any prior written notice to the contrary to the Association by the other spouse or the designation of a different Voting Member by the other spouse. In the event of prior written notice to the contrary to the Association or the designation of a different Voting Member by the other spouse, the vote of said Member shall not be considered.

#### ARTICLE VI

##### TERM

The term for which the Association is to exist shall be perpetual.

#### ARTICLE VII

##### INCORPORATORS

The names and addresses of the Incorporators of The Laurels Homeowners Association, Inc. is as follows:

<u>NAME</u>	<u>ADDRESS</u>
Roy Flack	5150 Linton Boulevard Delray Beach, Florida 33435
Marian Pearlman Nease	5150 Linton Boulevard Delray Beach, Florida 33435
Craig A. Perna	5150 Linton Boulevard Delray Beach, Florida 33435

## ARTICLE VIII

### OFFICERS

The affairs of the Association shall be managed by the President of the Association, assisted by the Vice President, Secretary and Treasurer, and, if any, by the Assistant Secretary and Assistant Treasurer, subject to the directions of the Board.

The Board shall elect the President, Secretary and Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall, from time to time, determine. The President shall be elected from amongst the membership of the Board, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, the offices of President and a Vice President shall not be held by the same person, nor shall the offices of President and Secretary or Assistant Secretary be held by the same person.

## ARTICLE IX

### FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Board are as follows:

President	-	Craig A. Perna
Vice President	-	Roy Flack
Secretary/Treasurer	-	Marian Pearlman Nease

## ARTICLE X

### BOARD OF DIRECTORS

A. The number of Directors on the first Board ("First Board") and the "Initial Elected Board" (as hereinafter defined) shall be three (3). The number of Directors elected by the Members subsequent to the "Declarant's Resignation Event" (as hereinafter defined) shall be five (5).

B. The names and addresses of the persons who are to serve as Directors on the First Board are as follows:

<u>NAMES</u>	<u>ADDRESSES</u>
Craig A. Perna	5150 Linton Boulevard Delray Beach, Florida 33435
Roy Flack	5150 Linton Boulevard Delray Beach, Florida 33435
Marian Pearlman Nease	5150 Linton Boulevard Delray Beach, Florida 33435

Declarant reserves the right to designate and elect successor Directors to serve on the First Board for so long as the First Board is to serve, as hereinafter provided.

C. Declarant presently intends that The Laurels shall contain forty-six (46) Dwelling Units (the "Total Dwelling Units").

D. Members other than the Declarant ("Purchaser Members") are entitled to elect not less than a majority of the Board upon the "Turnover Date," which shall occur when fee simple title to ninety percent (90%) of the Total Dwelling Units is conveyed to Purchaser Members, or at such earlier time as Declarant may determine.

E. The election of not less than a majority of Directors by the Purchaser Members shall occur at a special meeting of the membership to be called by the Board for such purpose ("Initial Election Meeting").

F. At the Initial Election Meeting, Purchaser Members shall elect two (2) of the Directors, and Declarant, until the Declarant's Resignation Event, shall be entitled to designate one (1) Director (same constituting the "Initial Elected Board"). Declarant reserves and shall have the right, until the Declarant's Resignation Event, to name the successor, if any, to any Director it has so designated.

G. The Board shall continue to be so designated and elected, as described in Paragraph F above, at each subsequent "Annual Members' Meeting" (as defined in the By-Laws), until the Annual Members' Meeting following the Declarant's Resignation Event.

H. The Initial Election Meeting shall be called by the Association, through the Board, within ninety (90) days after the Purchaser Members are entitled to elect a majority of Directors. A notice of meeting shall be forwarded to all Members in accordance with the By-Laws; provided, however, that the Members shall be given at least thirty (30), but not more than forty (40), days' notice of such meeting. The notice shall also specify the number of Directors which shall be elected by the Purchaser Members and the remaining number of Directors designated by the Declarant.

I. Upon the earlier to occur of the following events ("Declarant's Resignation Event"), Declarant shall cause its designated Director to resign:

1. When fee simple title to 100% of the Total Dwelling Units is conveyed to Purchaser Members; or

2. When Declarant causes the voluntary resignation of all of the Directors designated by it.

Upon the Declarant's Resignation Event, the Directors elected by Purchaser Members shall elect a successor Director to fill the vacancy caused by the resignation or removal of Declarant's designated Director. This successor Director shall serve until the next Annual Members' Meeting and until his successor is elected and qualified. In the event the Declarant's Resignation Event occurs prior to the Initial Election Meeting, the Initial Election Meeting shall be called in the manner set forth in Paragraph H of this Article X, and all of the Directors shall be elected by the Members at such meeting.

J. At each Annual Members Meeting held subsequent to the Declarant's Resignation Event, the Directors shall be elected by the Members of the Association to "Initial Terms" (as that term is hereinafter defined) as follows: Two (2) of the Directors shall serve for a period ("Initial Term") of one (1) year, commencing with the first Annual Members Meeting held subsequent to the Declarant's Resignation Event. The remaining three (3) Directors shall serve for a period ("Initial Term") of two (2) years, commencing with the first Annual Members Meeting held subsequent to the Declarant's Resignation Event. At the termination of each Director's Initial Term, each Director elected at an Annual Members Meeting shall thereafter serve for a period of two (2) years.

K. The resignation of a Director who has been designated by Declarant and the resignation of an officer of the Association who has been elected by the First Board shall operate to and shall remise, release, acquit, satisfy and forever discharge such officer or Director of and from any and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, and executions Association or Purchaser Members had, now have or hereafter have or which any personal representative, successor, heir or assign of the Association or Purchaser Members hereafter can, shall or may have against said officer or Director for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of such resignation, except for such Director's or officer's willful misconduct or gross negligence.

#### ARTICLE XI

##### INDEMNIFICATION

Each and every Director and officer of the Association shall be indemnified by the Association against all costs, expenses and liabilities, including counsel fees at all trial and appellate levels, reasonably incurred by or imposed upon him in connection with any proceeding, litigation or settlement in which he becomes involved by reason of his being or having been a Director or officer of the Association, and the foregoing provision for indemnification shall apply whether or not such person is a Director or officer at the time such cost, expense or liability is incurred. Notwithstanding the above, in the event of any such settlement, the indemnification provisions provided in this Article XI shall not be automatic and shall apply only when the Board approves such settlement and reimbursement for the costs and expenses of such settlement as in the best interest of the Association, and in the event a Director or officer admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the indemnification provisions of this Article XI shall not apply. The foregoing right of indemnification provided in this Article XI shall be in addition to and not exclusive of any and all right of indemnification to which a Director or officer may be entitled under statute or common law.

ARTICLE XII

BY-LAWS

The By-Laws shall be adopted by the First Board, and thereafter may be altered, amended or rescinded by the Members or the Board as provided for in the By-Laws.

ARTICLE XIII

AMENDMENT TO ARTICLES OF INCORPORATION

A. Prior to the recording of the Declaration amongst the Public Records of the County, these Articles may be amended only by an instrument in writing signed by all of the Directors and filed in the Office of the Secretary of State of Florida. The instrument amending these Articles shall identify the particular Article or Articles being amended and give the exact language of such amendment, and a certified copy of each such amendment shall always be attached to any certified copy of these Articles and shall be an exhibit to the Declaration upon the recording of the Declaration.

B. After the recording of the Declaration amongst the Public Records of the County, these Articles may be amended in the following manner:

1. The Board, by majority vote, shall adopt a resolution setting forth the proposed amendment and direct that it be submitted to a vote at a meeting of the Members;

2. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting regular or annual) at which such proposed amendment is to be considered by the Members;

3. Such proposed amendment must be submitted and approved by the Members. Any number of amendments may be submitted to the Members and voted upon at one meeting. Approval by the Members must be by a vote of a majority of the votes of all Members entitled to vote thereon. Such vote by the Members must be taken at a meeting of the Membership;

4. Notwithstanding the foregoing, an amendment to these Articles may be made by a written statement signed by all Members and Directors eligible to vote.



C. No amendment shall be made to these Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration.

D. A copy of each amendment shall be certified by the Secretary of State of Florida and the Secretary of the Association shall cause a copy certified by the Secretary of State to be recorded amongst the Public Records of the County.


E. Notwithstanding the foregoing provisions of this Article XIII, there shall be no amendment to these Articles which shall abridge, amend or alter the rights of Declarant, including the right to designate and select the Directors as provided in Article X hereof, or the provisions of this Article, without the prior written consent therefor by Declarant, or, make any changes in the qualifications for Membership or the voting rights of the Members, or make any change that would terminate the Association without approval in writing of the Members affected.

#### ARTICLE XIV

##### REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is 5150 Linton Boulevard, Delray Beach, Florida 33435 and the initial Registered Agent of the Association at that address shall be Roy Flack.

The undersigned hereby accepts the designation of Registered Agent of The Laurels Association, Inc. as set forth in Article XIV of these Articles of Incorporation.

  
\_\_\_\_\_  
Roy Flack


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SHERR, TIBALLI, FAYNE & SCHNEIDER, ATTORNEYS AT LAW  
600 Corporate Drive - Suite 400 - P.O. Box 5206 - Fort Lauderdale, Florida 33310-5206


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

I HEREBY CERTIFY that on this day, before me, a notary public duly authorized in the County and State named above to take acknowledgments, personally appeared ROY FLACK, to me known to be the person described as Registered Agent, and he acknowledged before me that he executed the same for the purposes therein expressed.


WITNESS my hand and official seal in the County and State last aforesaid this 10th day of April, 1986

  
Notary Public (SEAL)  
My Commission Expires:  
Notary Public State of Florida  
My Commission Exp. April 1, 1989  
Bonded Thru Gen. Insurance Ltd.

IN WITNESS WHEREOF, the Incorporators have hereunto affixed their signatures, this 10th day of April, 1986.

  
Roy Flack

  
Marian Pearlman Nease

  
Craig A. Perna

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

I HEREBY CERTIFY that on this day, before me, a notary public duly authorized in the County and State named above to take acknowledgments, personally appeared ROY FLACK, MARIAN PEARLMAN NEASE, and CRAIG A. PERNA, to me known to be the persons described as Incorporators, and they acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 10th day of April, 1986.

  
Notary Public

(SEAL)

My Commission Expires:

Notary Public State of Florida  
My Commission Exp. April 1, 1988  
Bonded thru Gen. Insurance Ltd.

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SHERR TIBALLI, FAYNE & SCHNEIDER ATTORNEYS AT LAW  
800 Corporate Drive • Suite 400 • P O Box 9208 • Fort Lauderdale, Florida 33310-9208

EXHIBIT C

BY-LAWS

OF

THE LAURELS HOMEOWNERS ASSOCIATION, INC.

Section 1. Identification of Association

These are the By-Laws of The Laurels Homeowners Association, Inc. (the "Association") as duly adopted by its Board of Directors (the "Board"). The Association is a corporation not for profit, organized pursuant to Chapter 617, Florida Statutes.

1.1 The office of the Association shall be for the present at 5150 Linton Boulevard, Delray Beach, Florida 33435 and thereafter may be located at any place in Palm Beach County, Florida (the "County"), designated by the Board.

1.2 The fiscal year of the Association shall be as determined by the Board.

1.3 The seal of the Association shall bear the name of the Association, the word "Florida," and the words "Corporation Not For Profit."

Section 2. Explanation of Terminology

The terms defined in the Articles of Incorporation of the Association (the "Articles") as well as in the Declaration of Protective Covenants, Conditions, and Restrictions for The Laurels of The Polo Club (the "Declaration") are incorporated herein by reference.

Section 3. Membership; Members' Meetings; Voting and Proxies

3.1 The qualification of Members, the manner of their admission to membership in the Association, the termination of such membership and the voting by Members shall be as set forth in the Articles.

3.2 The Members shall meet annually (the "Annual Members' Meeting"). The Annual Members' Meeting

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shall be held at the office of the Association or at such other place in the County as the Board may determine and designate in the notice of such meeting at 7:30 p.m., Local Time, between January 1 and March 31 commencing with the year 1986; and succeeding Annual Members' Meetings shall be held no more than thirteen (13) months after each preceding Annual Members' Meeting. The purpose of the Annual Members' Meeting shall be to hear reports of the officers, elect members of the Board (when that shall be appropriate as determined by the provisions of the Articles) and transact any other business authorized to be transacted at such Annual Members' Meeting.

3.3 Special meetings of the Members (meetings other than the Annual Members' Meeting) shall be held at any place within the County whenever called by the President or Vice President or by a majority of the Board. A special meeting must be called by such President or Vice President upon receipt of a written request from Members having the right to vote at least one-third (1/3) of the total number of votes entitled to be cast by Members at any such special meeting.

3.4 Except as otherwise provided in the Articles, a written notice of all Members' meetings, whether the Annual Members' Meeting or special meetings (collectively "Meeting"), shall be given to each Member entitled to vote at his last known address as it appears on the books of the Association and shall be mailed to the said address not less than fourteen (14) days nor more than forty-five (45) days prior to the date of the Meeting. Proof of such mailing shall be given by an affidavit of the person giving the notice. Any notice given hereunder shall state the time and place of the Meeting and the purposes for which the Meeting is called. The notice of all Annual Members' Meetings shall, in addition, specify the number of Directors to be designated by Developer and the number of Directors to be elected by the Members, if applicable. All notices shall be signed by an officer of the Association or reflect a facsimile of such a signature. Notwithstanding any provisions hereof to the contrary, notice of any Meeting may be waived before, during or after such Meeting by a Member or by the person entitled to vote for such Member by signing a document setting forth the waiver of such notice.

3.5 The Members may, at the discretion of the Board, act by written response in lieu of a Meeting, provided written notice of the matter or matters to be agreed upon is given to the Members, or duly waived in

accordance with the provisions of these By-Laws. Unless some greater number is required under the Laurels Documents and except as to the election of Directors, which shall be accomplished by plurality vote, the decision of a majority of the votes cast by Members as to the matter or matters to be agreed or voted upon shall be binding on the Members, provided a quorum is either present at such Meeting or submits a written response if action is taken by written response in lieu of a Meeting, as the case may be. The notice with respect to actions to be taken by written response in lieu of a Meeting shall set forth the time period during which the written responses must be received by the Association.

3.6 (a) A quorum of the Members shall consist of Members entitled to cast twenty-five percent (25%) of the total number of votes of the Members.

(b) Any Member may join in the action of any Meeting by signing and concurring in the minutes thereof and such a signing shall constitute the presence of such Member for the purpose of determining a quorum. When a quorum is present at any Meeting and a question which raises the jurisdiction of such Meeting is presented, the holders of a majority of the voting rights present in person or represented by written proxy shall be required to decide the question. However, if the question is one upon which a vote other than the majority vote of a quorum is required by express provision of the Laurels Documents, then such express provision shall govern and control the required vote on the decision of such question.

3.7 At any Annual Members' Meeting when elections of Directors are to occur, written ballots are to be supplied to Members for such purposes. Furthermore, at any Annual Members' Meeting at which Directors are to be elected, the Board shall appoint an Election Committee consisting of three (3) members of the Association to supervise the election, prepare ballots, count and verify ballots and proxies, disqualify votes if such disqualification is justified under the circumstances and to certify the results of the election to the Board. The Election Committee shall be able to determine questions within its jurisdiction by plurality vote of all three (3) members, but matters resulting in deadlocked votes of the Election Committee shall be referred to the Board for resolution.

3.8 If a quorum is not in attendance at a Meeting, the Members who are present, either in person or by proxy, may adjourn the Meeting from time to time until a quorum is present with no further notice of such adjourned Meeting being required unless otherwise determined by the Board.

3.9 Minutes of all Meetings shall be kept in a businesslike manner and be available for inspection by the Members and Directors at all reasonable times.

3.10 Voting rights of Members shall be as stated in the Articles with respect to the election of all Boards other than the First Board. Such votes may be cast in person or by proxy. "Proxy" is defined to mean an instrument containing the appointment of a person who is substituted in the place and stead of the person or entity entitled to vote. Proxies shall be in writing signed by the person or entity giving the same and shall be valid only for the particular Meeting designated therein and, if so stated in the Proxy, any adjournments thereof. A Proxy must be filed with the Secretary of the Association before the appointed time of the Meeting in order to be effective. Any Proxy may be revoked prior to the time a vote is cast according to such Proxy.

3.11 Except as provided in Paragraph 3.7 above, concerning the election of Directors, the voting on any matter at a Meeting shall be by secret ballot upon request of the holders of ten percent (10%) of the votes represented at such Meeting and entitled to be cast on such matter, if such request is made prior to the vote in question. The presiding officer (the "Chairperson") of such Meeting shall call for nominations for Inspectors of Election to collect and tally written ballots upon the completion of balloting upon that matter.

Section 4. Board of Directors;  
Directors' Meetings

4.1 The business and administration of the Association shall be by its Board. The "First Board" and the "Initial Elected Board" shall be comprised of three (3) Directors. All Boards subsequent to the Initial Elected Board shall be comprised of five (5) Directors and at no time shall there be less than three (3) Directors on the Board.



4.2 The election and, if applicable, designation of Directors shall be conducted in accordance with the Articles.

4.3 (a) Any person elected or designated as a Director shall have all the rights, privileges, duties and obligations of a Director.

(b) The term of a Director's service shall be as stated in the Articles and if not so stated, shall extend until the next Annual Members' Meeting and until his successor is duly elected and qualified or until he resigns or is removed in the manner elsewhere provided.

4.4 The organizational meeting of a newly elected Board 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. No further notice of the organizational meeting shall be necessary.

4.5 Regular meetings of the Board may be held at such times and places in the County as shall be determined from time to time by a majority of Directors. Special meetings of the Board may be called at the discretion of the President or the Vice President. Special meetings must be called by the Secretary at the written request of at least one-third (1/3) of the Directors and shall be held in the County at such time and place as determined by the Directors requesting such meeting or in such other place as all Directors shall agree upon.

4.6 Notice of the time and place of regular and special meetings of the Board, or adjournments thereof, shall be given to each Director personally or by mail, telephone or telegraph at least three (3) days prior to the day named for such meeting unless such notice is waived before, during or after such meeting. Any Director may waive notice of the meeting in writing before, during or after a meeting and such waiver shall be deemed equivalent to the receipt of notice by such Director.

4.7 A quorum of the Board shall consist of the number of Directors entitled to cast a majority of the votes of the entire Board. A Director may join in the action of a meeting of the Board by signing the minutes thereof, and such signing shall constitute the presence of such Director for the purpose of determining a quorum. Matters approved by a majority of the Directors present at a meeting at which a

quorum is present shall constitute the official acts of the Board, except as may be otherwise specifically provided by law, by the Articles or elsewhere herein. If at any meetings of the Board there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any meeting that takes place on account of a previously adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted. In the case of the adjournment of a meeting, no further notice of the adjourned meeting need be given unless otherwise determined by the Board.

4.8 The presiding officer at all Board meetings shall be the President. In the absence of the President, the Directors shall designate a Vice President to preside.

4.9 Directors' fees, if any, shall be determined by the Members at a meeting held in accordance with the provisions of these By-Laws.

4.10 Minutes of all meetings of the Board shall be kept in a businesslike manner and be available for inspection by Members and Directors at all reasonable times.

4.11 The Board shall have the power to appoint an Executive Committee(s) of the Board consisting of not less than two (2) Directors until the Developer's Resignation Date, and thereafter consisting of not less than three (3) Directors. An Executive Committee(s) shall have and exercise such powers of the Board as may be delegated to such Executive Committee(s) by the Board.

4.12 Meetings of the Board may be open to all Members on such terms as the Board may determine. The Board may also hold closed meetings. In the event that a Member not serving as a Director, or not otherwise invited by the Directors to participate in a meeting, attempts to participate rather than observe at such meeting, or conducts himself in a manner detrimental to the conduct of such meeting, then any Director may expel said Member from the meeting by any reasonable means which may be necessary to accomplish such expulsion. Also, any Director shall have the right to exclude from any meeting of the Board any person who is not able to provide sufficient evidence that he is a Member or that he was specifically invited by the Directors to participate in such meeting.

4.13 Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, specifically setting forth the action to be taken, shall be signed by all the Directors entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote of Directors.

#### Section 5. Powers and Duties of the Board

All of the powers and duties of the Association shall be exercised by the Board. Such powers and duties of the Board shall include, but not be limited to, all powers and duties set forth in the Laurels Documents as well as all of the powers and duties of a director of a corporation not for profit.

#### Section 6. Officers of the Association

6.1 Executive officers of the Association shall be the President, who shall be a Director, the Vice President, a Treasurer, and a Secretary, all of whom shall be elected annually by the Board. Any officer may be removed without cause from office by vote of the Directors at any meeting of the Board. The Board may, from time to time, elect such other officers and assistant officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association. One person may hold any two offices simultaneously, except where the functions of such offices are incompatible, but no person shall hold the offices of President and any of the following offices simultaneously: Vice President, Secretary or Assistant Secretary.

6.2 The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of the President of an association or a corporation not for profit, including, but not limited to, the power to appoint such committees at such times from among the Members as he may, in his discretion, determine appropriate to assist in the conduct of the affairs of the Association. If in attendance, the President shall preside at all meetings of the Board. The President shall also be the Representative of the Association or appoint by written proxy a party to be the Representative of the Association at meetings of the members of the Corporation, including, without limitation, meetings

of all members of the Corporation, only the Golf Members, and only the Tennis Members, as provided in the Declaration and the Master Declaration.

6.3 In the absence or disability of the President, a Vice President shall exercise the powers and perform the duties of the President. The Vice President(s) shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board. In the event there shall be more than one Vice President elected by the Board, then they shall be designated "First," "Second," etcetera, and shall exercise the powers and perform the duties of the President in such order.

6.4 The Secretary shall keep the minutes of all meetings of the Board and the Members, which minutes shall be kept in a businesslike manner and be available for inspection by Members and Directors at all reasonable times. The Secretary shall have custody of the seal of the Association and affix the same to instruments requiring such seal when duly authorized and directed to do so. He shall be custodian for the corporate records of the Association, except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary of the Association as may be required by the Board or the President. The Assistant Secretary, if any, shall perform the duties of the Secretary when the Secretary is absent and shall assist the Secretary under the supervision of the Secretary.

6.5 The Treasurer shall have custody of all of the monies of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the Members and shall keep the books of the Association in accordance with good accounting practices and he shall perform all of the duties incident to the office of the Treasurer. The Assistant Treasurer, if any, shall perform the duties of the Treasurer when the Treasurer is absent and shall assist the Treasurer under the supervision of the Treasurer.

6.6 The compensation, if any, of the officers and other employees of the Association shall be fixed by the Board. This provision shall not preclude the Board from hiring a Director as an employee of the Association or preclude the contracting with a Director or a party affiliated with a Director for the management or performance

of contract services for all or any part of The Laurels or The Polo Club.

Section 7. Accounting Records; Fiscal Management

7.1 The Association shall maintain accounting records in accordance with good accounting practices, which shall be open to inspection by Members and Institutional Mortgagees or their respective authorized representatives at reasonable times. Such authorization as a representative of a Member must be in writing and signed by the person giving the authorization and dated within sixty (60) days of the date of the inspection. Written financial reports of the accounting records shall be available at least annually to the Members, as set forth more fully immediately below and in Section 7.8 hereof. Such records shall include, but not be limited to: (i) a record of all receipts and expenditures; and (ii) an account for each Owner thereof, the amount of Individual Unit Assessments and all other Assessments, if any, charged to the Lot, the amounts and due dates for payment of same, the amounts paid upon the account and the balance due.

7.2 After the Guarantee Period described in the Declaration, the Board shall adopt a Budget (as provided for in the Declaration) of the anticipated Neighborhood Expenses of the Association for each forthcoming fiscal year (the fiscal year of the Association to be determined by the Board) at a special meeting of the Board ("Budget Meeting") called for that purpose to be held during the first two weeks of November of the year preceding the year to which the Budget applies, provided that the first Budget Meeting is to be held within thirty (30) days of the expiration of the Interim Period for purposes of adopting a Budget for the remainder of the fiscal year during which the Guarantee Period expires. Prior to the Budget Meeting, a proposed Budget for the Neighborhood Expenses shall be prepared by or on behalf of the Board. Within sixty (60) days after adoption of the Budget, each Member shall be given notice of the Individual Unit Assessment applicable to his Lot. The notice of the Individual Unit Assessment shall be deemed given upon its delivery or upon its being mailed to the Member shown on the records of the Association at his last known address as shown on the records of the Association.

7.3 In administering the finances of the Association, the following procedures shall govern: (i) the fiscal year shall be as determined by the Board; (ii) any

monies received by the Association in any fiscal year may be used by the Association to pay expenses incurred in the same fiscal year; (iii) there shall be apportioned between fiscal years on a pro rata basis any expenses which are prepaid in any one fiscal year for Neighborhood Expenses which cover more than such fiscal year; (iv) Assessments shall be made monthly or as otherwise determined by the Board in amounts no less than are required to provide funds in advance for payment of all of the anticipated current Neighborhood Expenses and for all unpaid Neighborhood Expenses previously incurred; and (v) items of Neighborhood Expenses incurred in a fiscal year shall be charged against income for the same fiscal year regardless of when the bill for such expenses is received. Notwithstanding the foregoing, the Assessments for Neighborhood Expenses shall be of sufficient magnitude to insure an adequacy and availability of cash to meet all budgeted expenses in any fiscal year as such expenses are incurred in accordance with acceptable accounting practices.

7.4 The Individual Unit Assessment shall be payable as provided for in the Declaration.

7.5 No Board shall be required to anticipate revenue from Assessments or expend funds to pay for Neighborhood Expenses not budgeted or which shall exceed budgeted items, and no Board is required to engage in deficit spending. Should there exist any deficiency which results from there being greater Neighborhood Expenses than monies from Assessments, then such deficits shall be carried into the next succeeding year's Association Budget as a deficiency or shall be the subject of an adjustment to the applicable Assessment (e.g., Individual Unit Assessment or Special Assessment).

7.6 Operating Expenses, Golf Expenses, and Tennis Expenses charged by the Corporation against the Association or the Lots shall be collected from the Owners as appropriate with and like Neighborhood Expenses, unless otherwise determined by the Corporation.

7.7 The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board in which the monies of the Association shall be deposited. Withdrawal of monies from such account shall be only by checks signed by such persons as are authorized by the Board.

7.8 A financial report of the accounts of the Association shall be made annually by an auditor, accountant

or certified public accountant and a copy of the report shall be furnished to each Member no later than the first day of April of the year following the year for which the report is made. The report shall be deemed to be furnished to the Member upon its delivery or mailing to the Member shown on the records of the Association at his last known address shown on the records of the Association.

#### Section 8. Rules; Enforcement Procedures

8.1 Rules: The Board may at any meeting of the Board adopt Rules or amend, modify or rescind then existing Rules for the operation and use of any portion of The Laurels; provided, however, that such Rules are not inconsistent with the terms or provisions of the Laurels Documents. Copies of any rules and regulations promulgated, amended or rescinded shall be mailed or delivered to all Members shown on the records of the Association at the time of such delivery or mailing at the last known address for such Members as shown on the records of the Association and shall not take effect until forty-eight (48) hours after such delivery or mailing. Notwithstanding the foregoing, where Rules are to regulate the use of specific portions of The Laurels, such Rules shall be effective immediately upon such posting. Care shall be taken to insure that posted Rules are conspicuously displayed and easily readable and that posted signs or announcements are designed with a view towards protection from weather and the elements. Posted Rules which are torn down or lost shall be promptly replaced.

#### 8.2 Enforcement Procedures:

(a) Enforcement Committee: The Association shall have the right to assess reasonable fines against an Owner in the manner provided herein, and such fines shall be collectible in the same manner as any other Assessment. Each Board (the "Appointing Board") shall have the power to create an "Enforcement Committee" to be comprised of three (3) Members, one of which shall be a member of the Board, and one of which shall be designated as the Chairperson thereof. The Enforcement Committee shall serve a term consistent with the term of its Appointing Board. Members of the Enforcement Committee may be replaced with or without cause by majority vote of the Appointing Board.

(b) Conduct of Enforcement Hearing: Each "Alleged Non-complying Member" shall be given reasonable



opportunity to be heard. Formal rules of evidence shall not apply.

(c) Powers: The Enforcement Committee shall have the power to:

(1) Adopt rules for the conduct of its hearings;

(2) Effectuate the provisions set forth in this provision;

(3) Issue orders consistent with this provision; and

(4) Order Non-complying Members, adjudged so pursuant to the provisions of this Paragraph, to pay a fine not to exceed Twenty-Five Dollars (\$25.00) for each day the violation continues past the date set by the Enforcement Committee for compliance, and not to exceed Five Hundred (\$500.00) Dollars under any circumstances.

(d) Notice to Alleged Non-complying Members: Alleged Non-complying Members shall be given reasonable notice of a hearing at least seven (7) days in advance of said hearing. No Alleged Non-complying Member shall be given notice of hearing before the Enforcement Committee unless said Alleged Non-complying Member has first been given reasonable opportunity to rectify the alleged non-complying condition.

#### Section 9. Priority of Documents

In the event of any conflict, the following documents shall control in the order stated: Declaration and amendments thereto, Articles, By-Laws, and Rules.

#### Section 10. Parliamentary Rules

The then latest edition of Robert's Rules of Order shall govern the conduct of meetings of all Members and the Board; provided, however, if such rules of order are in conflict with any of the Laurels Documents, Robert's Rules of Order shall yield to the provisions of such instrument.

Section 11. Amendment of the By-Laws

11.1 These By-Laws may be amended as hereinafter set forth in this Section 11.

11.2 After the Turnover Date, any By-Law of the Association may be amended or repealed, and any new By-Law of the Association may be adopted by either:

(a) majority vote of the Members at any Annual Members' Meeting or any special meeting of the Members called for that purpose or by majority action of the Members who have acted by written response in lieu of a Meeting as permitted by these By-Laws; or

(b) by the affirmative vote of a majority of the Directors then in office at any regular meeting of the Board or at any special meeting of the Board called for that purpose or by written instrument signed by all of the Directors as is permitted by these By-Laws, provided that the Directors shall not have any authority to adopt, amend or repeal any By-Law if such new By-Law or such amendment or the repeal of a By-Law would be inconsistent with any By-Law previously adopted by the Members.

11.3 Notwithstanding any of the foregoing provisions of this Section 11 to the contrary, until the Turnover Date, all amendments or modifications to these By-Laws and adoption or repeal of By-Laws shall only be made by action of the First Board as described in the Articles, which First Board shall have the power to amend, modify, adopt and repeal any By-Laws without the requirement of any consent, approval or vote of the Members.

11.4 Notwithstanding any provision of this Section 11 to the contrary, these By-Laws shall not be amended in terms, conditions, rights or obligations set forth in any other of the Laurels Documents, as the same may be amended from time to time, including, without limitation, any rights of Developer or of a Listed Mortgagee (as defined in the Declaration) without the prior written consent thereto by Developer or Listed Mortgagee, as the case may be.

11.5 Any instrument amending, modifying, repealing or adding By-Laws shall identify the particular Section or Sections affected and give the exact language of such modification, amendment or addition or of the provisions repealed. A copy of each such amendment, modification, repeal or addition certified to by the

Secretary or Assistant Secretary of the Association shall be recorded amongst the Public Records of the County.

The foregoing By-Laws of The Laurels Homeowners Association, Inc. are hereby adopted by all of the Directors of The Laurels Homeowners Association, Inc. as and constituting the Board of Directors of said Association.

  
Roy Flack

  
Marian Pearlman Nease

  
Craig A. Perna

POLOPK  
4/21/86:emp  
Rev:8

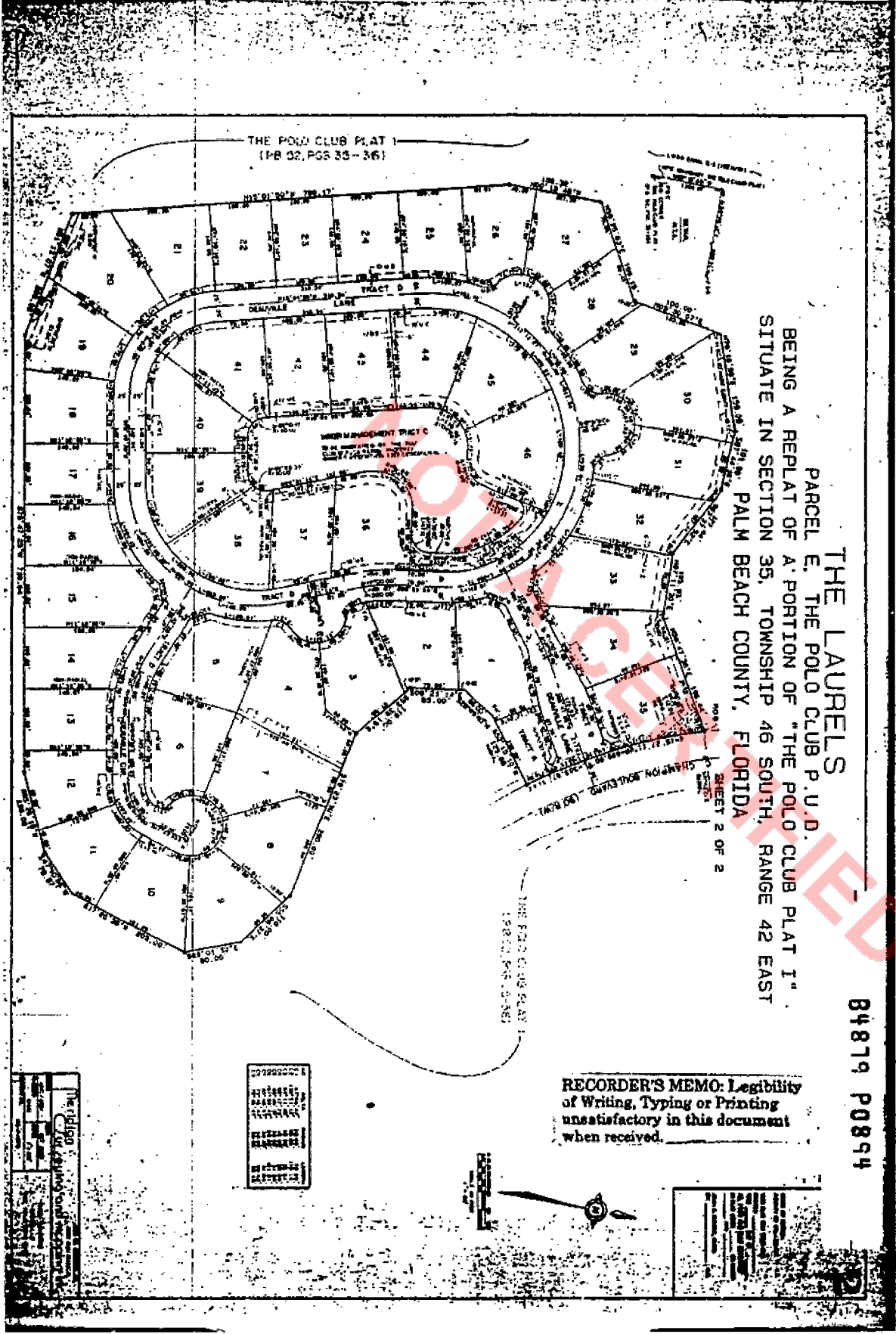
84879 P0892

EXHIBIT " D "  
TO THE  
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS  
AND RESTRICTIONS  
FOR  
THE LAURELS

B4879 P0893

**SHEET 1 OF 2**

Page 96 of 113



THE POLO CLUB PLAT 1  
(P.B. 32, PGS 35-36)

THE LAURELS  
PARCEL E, THE POLO CLUB P.U.D.  
BEING A REPLAT OF "THE POLO CLUB PLAT 1"  
SITUATE IN SECTION 35, TOWNSHIP 46 SOUTH, RANGE 42 EAST  
PALM BEACH COUNTY, FLORIDA  
SHEET 2 OF 2

84879 P0894

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

EXHIBIT " F "  
TO THE  
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS  
AND RESTRICTIONS  
FOR  
THE LAURELS

MINIMUM GUIDELINES  
FOR  
SINGLE FAMILY HOME BUILDERS AT THE LAURELS

The following is a list of guidelines of acceptable standard requirements for all single family home builders:

1. Minimum frontage set back will be 25 feet to property line.
2. Minimum side set back will be 10 feet to property line.
3. Minimum rear set back will be 10 feet to property line.
4. Minimum square footage will be 2700 square feet.
5. Minimum landscape allowance will be \$8,000, including sod. This figure does not include irrigation.
6. Mailbox design will be determined by the developer and specifications for installation will be directed to the individual builder. The expenses for these items will be incurred by the builder.
7. All homes must utilize a coach light (lamp post) design at the discretion of the builder, but must be submitted to the ARB for approval.
8. Solar equipment and heating will be allowed after submission and approval of the plans by the ARB.
9. No wells will be allowed for irrigation purposes. Either city or lake water must be used. If lake water is to be used, irrigation suction lines must be concealed.
10. No offices will be allowed in any model, nor will construction trailers be allowed on the Parcel E site. If a trailer is required, an appropriate area will be designated at a future date.
11. Architectural Review Board Approval
  - A. Elevation and site plan must be submitted 30 days prior to the start of construction.
  - B. Floor elevations will be set at a minimum of 20.5 or 18 inches above the crown of the road. There will be an allowable maximum of 12 inches higher than the selected minimum. Each lot will be required to drain its own water and cannot be directed off its property to an adjacent lot.

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- C. Submission of roof, driveway, house colors, and wall treatment plans will be required 30 days prior to installation.
  - D. Driveway surface treatment will be extended through sidewalks in all cases. There will be no plain unfinished concrete utilized as a driveway surface.
  - E. Screening of the pool, fencing and landscape plans must be submitted for ARB approval 30 days prior to installation.
  - F. Final ARB approval must be given prior to closing or closing will not be executed.
  - G. The ARB will consist of two members of The Polo Club staff and two builders - one from a multi-family parcel and one from a single family parcel.
- 12. There will be a \$2.50/sq ft flooring allowance included in all home prices.
  - 13. There will be a minimum pool size of 15 x 30 included in the base price.
  - 14. The Equity social membership WILL NOT be included in the base price of the home.
  - 15. Each builder will be required to maintain a minimum inventory of three lots. Upon the closing of one lot the builder will be required to take down an additional lot no later than 30 days after closing.
  - 16. All lot premiums will be based on a standard lot price of \$135,000. The 8% will be added to all premiums and quoted to the customer inclusive of the commission. No lot prices will be quoted to customers - only lot premiums inclusive of commission.
  - 17. An 8% commission will be taken on the standard feature package, inclusive of swimming pool.
  - 18. No home will be sold for less than \$450,000, inclusive of lot.
  - 19. The water line has been designed with a 5/8 inch meter for each home.

Developer shall have the right to add to, delete, alter, and otherwise modify these Minimum Guidelines as Developer deems appropriate for the development of The Laurels and The Polo Club.

84879 P0896

CONSENT OF MORTGAGEE  
TO  
DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR  
THE LAURELS OF THE POLO CLUB

THIS CONSENT OF MORTGAGEE ("Consent"), made and entered into this 7th day of May, 1988, by SECURITY PACIFIC NATIONAL BANK ("Mortgagee").

WHEREAS, Mortgagee is the owner and holder of that certain Mortgage filed May 2, 1985, and recorded in Official Records Book 4534 at Page 777, of the Public Records of Palm Beach County, Florida, by and between RAINBERRY DEVELOPERS FOUR, INC., a Florida corporation, and FIRST AMERICAN EQUITY POLO CORPORATION, a Florida corporation, a joint venture d/b/a The Polo Club, as mortgagor, and ASSOCIATED MORTGAGE INVESTORS, as modified on November 20, 1985, in Official Records Book 4711, Page 959, as assigned by that certain Assignment of Loan Documents to SECURITY PACIFIC NATIONAL BANK, as Mortgagee, on November 20, 1985, in Official Records Book 4711, Page 959, all of the Public Records of Palm Beach County, Florida, which documents, as same may have been supplemented and amended, will be hereinafter collectively referred to as the "Mortgage;" and

WHEREAS, the "Mortgage" encumbers the real property subject to and described in Exhibit A ("Property") attached to the Declaration of Protective Covenants, Conditions and Restrictions for The Laurels of The Polo Club ("Declaration"), to which this Consent is attached; and

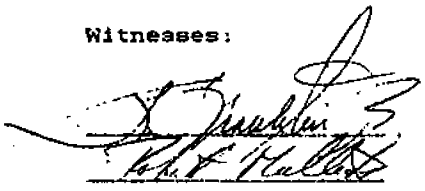
WHEREAS, Mortgagee has agreed to consent to the Declaration and the terms and provisions thereof;

Now, THEREFORE, Mortgagee agrees as follows:

Mortgagee does hereby consent to the recordation of the Declaration amongst the Public Records of Palm Beach County, Florida, and agree to the Property being subject to the terms and provisions of the Declaration.

IN WITNESS WHEREOF, Mortgagee has caused this instrument to be executed by its duly authorized officers the day and year first above written.

Witnesses:



MORTGAGEE:  
SECURITY PACIFIC NATIONAL BANK

  
Its \_\_\_\_\_  
(CORPORATE SEAL)

84879 P0891



CALIFORNIA  
STATE OF FLORIDA )  
COUNTY OF Los Angeles ) ss:

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to take acknowledgments, Everton B. Cope the Senior Vice President of SECURITY PACIFIC NATIONAL BANK, to me known to be the person who signed the foregoing instrument as such officer, and acknowledged that the execution thereof was his free act and deed as such officer for the uses and purposes therein expressed and that the said instrument is the act and deed of said entity.

WITNESS my hand and official seal in the County and State last aforesaid this 7th day of May, 1986.

Sue Henwood  
Notary Public  
My Commission Expires: 8/29/89

[SEAL]



Polope1  
5/1/86:emp  
Rev:0

84879 P0898

-2-

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



## SECOND AMENDED AND RESTATED

### BY-LAWS OF THE LAURELS HOMEOWNERS ASSOCIATION, INC.

"(These bylaws completely replace those adopted by the Board of Directors on April 25, 1991 as well as the original bylaws recorded at ORB 4879 at page 0879 of the Public Records of Palm Beach County, Florida)"

#### SECTION 1. Identification of Association

These are the By-Laws of The Laurels Homeowners Association, Inc. (the "Association") as duly adopted by its Board of Directors (the "Board"). The Association is a corporation not for profit, organized pursuant to Chapter 617, Florida Statutes.

- 1.1 The office of the Association shall be at any place in Palm Beach County designated by the Board.
- 1.2 The fiscal year of the Association shall be as determined by the Board.
- 1.3 The seal of the Association shall bear the name of the Association, the word "Florida," and the words "Corporation Not For Profit."

#### SECTION 2. Explanation of Terminology

The terms defined in the Articles of Incorporation of the Association (the "Articles") as well as in the Declaration of Protective Covenants, Conditions, and Restrictions for The Laurels of the Polo Club (the "Declaration") are incorporated herein by reference.

#### SECTION 3. Membership; Members' Meetings; Voting and Proxies

- 3.1 The qualification of Members, the manner of their admission to membership in the Association, the termination of such membership and the voting by Members shall be as set forth in the Articles.
- 3.2 The Members shall meet annually (the "Annual Members' Meeting"). The Annual Members' Meeting shall be held at the office of the Association or at such other place in the County as the Board may determine and designate in the notice of such meeting at 7:30 P.M., Local Time, between January 1 and March 31 commencing with the year 1986; and succeeding Annual Members' Meetings shall be held no more than thirteen (13) months after each preceding Annual Members' Meeting. The purpose of the Annual Members' Meeting shall be to hear reports of the officers, elect Members of the Board (when that shall be appropriate as determined by the provisions of the Articles) and transact any other business authorized to be transacted at such Annual Members' Meeting.
- 3.3 Special meetings of the Members (meetings other than the Annual Members' Meeting) shall be held at any place within the County whenever called by the

President or Vice President or by a majority of the Board. A special meeting must be called by such President or Vice President upon receipt of a written request from at least ten members having the right to Vote at least one-third (1/3) of the total number of votes entitled to be cast by members at any such special meeting.

3.4 Except as otherwise provided in the Articles, a written notice of all Members' meetings, whether the Annual Members' Meeting or special meetings (collectively "Meeting"), shall be given to each Member entitled to vote at his last known address as it appears on the books of the Association and shall be mailed to the said address not less than fourteen (14) days nor more than forty-five (45) days prior to the date of the Meeting. Proof of such mailing shall be given by an affidavit of the person giving notice. Any notice given hereunder shall state the time and place of the Meeting and the purposes for which the Meeting is called. All notices shall be signed by an officer of the Association or reflect a facsimile of such a signature. Notwithstanding any provisions hereof to the contrary, notice of any meeting may be waived before, during or after such Meeting by a Member or by the person entitled to vote for such Member by signing a document setting forth the waiver of such notice.

3.5 The Members may, at the discretion of the Board, act by written response in lieu of a meeting, provided written notice of the matter or matters to be agreed upon is given to the Members, or duly waived in accordance with the provisions of these By-Laws. Unless some greater number is required under the Laurels Documents and except as to the election of Directors, which shall be accomplished by plurality vote, the decision of a majority of the votes cast by Members as to the matter or matters to be agreed or voted upon shall be binding on the Members, provided a quorum is either present at such Meeting or submits a written response if action is taken by written response in lieu of a Meeting, as the case may be. The notice with respect to actions to be taken by written response in lieu of a meeting, shall set forth the time period during which the written responses must be received by the Association.

3.6 (a) A quorum of the Members shall consist of ~~Members~~ entitled to cast ~~twenty-five percent (25%)~~ Thirty percent (30%) of the total number of the votes of the members. Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

(b) When a quorum is present at any Meeting and a question which raises the jurisdiction of such Meeting is presented, the holders of a majority of the voting rights present in person or represented by written proxy shall be required to decide the question. However if the question is one upon which a vote other than the majority vote of a quorum is required by express provision of the Laurels Documents, then such express provision shall govern and control the required vote on the decision of such question.

### 3.7 Election of Directors

(a) Nominations for directors and additional directorships created at the meeting may be made from the floor.

(b) The election shall be by written ballot (unless dispensed with by a majority consent of the Units represented at the meeting) 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. There shall be no cumulative voting.

(c) Except as to vacancies resulting from removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of member shall be filled by the remaining Directors.

(d) Any director may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all Owners. A special meeting of the Owners to recall a director or directors may be called by ~~ten percent~~ (10%) of the Owners in accordance with the provisions of 3.3, giving notice of the meeting as required for a meeting of Owners and the notice shall state the purpose of the meeting. The vacancy in the Board of Directors so created shall be filled by the members of the association at the same meeting.

(e) At any Annual Members' Meeting when elections of Directors are to occur, written ballots are to be supplied to Members for such purposes. Furthermore, at any Annual Members' Meeting at which Directors are to be elected, the Board shall appoint an Election Committee consisting of three (3) members of the Association to supervise the election, prepare ballots, count and Verify ballots and proxies, disqualify votes if such disqualification is justified under the circumstances, and to certify the results of the election to the Board.

3.8 If a quorum is not in attendance at a Meeting, the Members who are present, either in person or by proxy, may adjourn the Meeting from time to time until a quorum is present and should give notice of new date.

3.9 Minutes of all meetings shall be kept in a businesslike manner and be available for inspection by the Members and Directors at all reasonable times.

3.10 Voting rights of Members shall be as stated in the Articles with respect to the election of all Boards other than the First Board. Such votes may be cast in person or by proxy. "Proxy" is defined to mean an instrument containing the appointment of a person or entity giving the same voting right and shall be valid only for the particular Meeting designated therein and, if so stated in the Proxy any adjournments thereof. A Proxy must be filed with the Secretary of the Association before the appointed time of the Meeting in order to be effective. Any Proxy may be revoked prior to the time a vote is cast according to such Proxy.

3.11 Except as provided in Paragraph 3.7 above, concerning the election of Directors, the voting on any matter at a Meeting shall be by secret ballot upon request of the holders if ten percent (10%) of the votes represented at such Meeting and entitled to be cast on such matter, if such request is made prior to the vote in question. The presiding officer (the "Chairperson") of such Meeting shall ~~call for nominations for inspectors if Election~~ appoint three (3) inspectors to collect and tally written ballots upon the completion of balloting upon that matter.

**SECTION 4. Board of Directors; Directors' Meetings.**

4.1 The business and administration of the Association shall be by its Board. All Boards shall be comprised of five (5) Directors and at no time shall there be less than three (3) Directors on the Board.

4.2 The election and, if applicable designation of Director shall be conducted in accordance with the Articles.

4.3 (a) Any person elected or designated as a Directors shall have all the rights, privileges, duties and obligations of a Director

(b) The term of a Director's service shall be as stated in the Articles and if not so stated, shall extend until the ~~next~~ next annual Members' Meeting and until his successor is duly elected and qualified or until he or she resigns or is removed in the manner elsewhere provided.

4.4 The organizational meeting of a newly elected Board 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.~~ No further notice of the organizational meeting shall be necessary.

4.5 Regular meetings of the Board may be held at such times and places in the County as shall be determined from ~~time to time~~ by a majority of Directors. Special meetings of the Board may be called at the ~~discretion~~ of the President or the Vice President. Special meetings must be called by the Secretary at the written request of at least one-third (1/3) of the Directors and shall be held in the County at such time and place as determined by the Directors requesting such meeting or in such other place as all Directors shall agree upon.

4.6 Notice of the time and place of regular and special meetings of the Board, or adjournments thereof, shall be given to each Director personally or by mail, telephone or telegraph at least three (3) days prior to the day named for such meeting unless such notice is waived before, during or after such meeting. Any Director may waive notice of the meeting in writing before, during or after a meeting and such waiver shall be deemed equivalent to the receipt of notice by such Director.

4.7 A quorum of the Board shall consist of the number of Directors entitled to cast a majority of the votes of the entire Board. A Director may join in the action of a meeting of the Board by signing the minutes thereof. Matters approved by a majority of the Directors present at a meeting at which a quorum is present shall constitute the official acts of the Board, except as may be otherwise specifically provided by law, by the Articles or elsewhere herein. If at any meetings of the Board there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any meeting that takes place on account of a previously adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted.

4.8 The presiding officer at all Board meetings shall be the President. In the absence of the President, the Directors shall designate a Vice President to preside.



4.9 Directors' fees, if any, shall be determined by the members at a meeting held in accordance with the provisions of these By-Laws.

4.10 Minutes of all meetings of the Board shall be kept in a businesslike manner and be available for inspection by Members and Directors at all reasonable times.

4.11 The Board shall have the power to appoint an Executive Committee(s) of the Board consisting of not less than three (3) Directors. An Executive Committee(s) shall have and exercise such powers of the Board as may be delegated to such Executive Committee(s) by the Board.

4.12 Meetings of the Board shall be open to all Members on such reasonable terms as the Board may determine. Any Director shall have the right to exclude from any meeting of the Board any person who is not able to provide sufficient evidence that he is a Member or that he was specifically invited by the Directors to participate in such meeting.

4.13 Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, specifically setting forth the action to be taken, shall be signed by all the Directors entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote if Directors.

#### **SECTION 5. Powers and Duties of the Board**

All of the powers and duties of the Association shall be exercised by the Board. Such powers and duties of the Board shall include, but not be limited to, all powers and duties set forth in the Laurels Documents as well as all of the powers and duties of a director of a corporation not for profit.

#### **SECTION 6. Officers of the Association**

6.1 Executive officers of the Association shall be the President, ~~who shall be a director, the Vice President, and the Vice President, both of whom shall be Directors,~~ a Treasurer, and a Secretary, all of whom shall be elected annually by the Board. Any officer may be removed without cause from office by the affirmative vote of a majority of the Directors at any regular or special meeting of the Board. The Board may, from time to time, elect such other officers and assistant officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association. One person may hold any two offices simultaneously, except where the functions of such offices are incompatible, but no person shall hold the offices of President and any of the following offices simultaneously: Vice President, Secretary or Assistant Secretary.

6.2 The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of the President of an association or a corporation not for profit, including, but not limited to, the power to appoint such committees at such times from among the Members as he may, in his discretion, determine appropriate to assist in the conduct of the affairs of the

Association. If in attendance, the President shall preside at all meetings of the Board. The President shall also be the Representative of the Association or appoint by written proxy a party to be the representative of the Association at meetings of the members of the Corporation, including, without limitation, meetings of all members of the Corporation, only the Golf Members, and only the Tennis Members, as provided in the Declaration and the Master Declaration.

6.3 In the absence or disability of the President, a Vice President shall exercise the powers and perform the duties of the President. The Vice President(s) shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board. In the event there shall be more than one Vice President elected by the Board, then they shall be designated "First," "second," etcetera, and shall exercise the powers and perform the duties of the President in such order.

6.4 The Secretary or his or her designee shall keep the minutes of all meetings of the Board and the Members, which minutes shall be kept in a businesslike manner and be available for inspection by Members and Directors at all reasonable times. The Secretary or his or her designee shall have custody of the seal of the Association and affix the same to instruments requiring such seal when duly authorized and directed to do so. He or she shall be custodian for the corporate records of the Association, except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary of the Association as may be required by the Board or the President. The Assistant Secretary, if any, shall perform the duties of the Secretary under the supervision of the Secretary.

6.5 The Treasurer or his or her designee shall have custody of all of the monies of the Association, including funds, securities and evidences of indebtedness. He or she shall keep the books of the Association in accordance with good accounting practices and he or she shall perform all of the duties incident to the office of the Treasurer. The Assistant Treasurer, if any, shall perform the duties of the Treasurer when the Treasurer is absent and shall assist the Treasurer under the supervision of the Treasurer.

6.6 The compensation, if any of the officers and other employees of the Association shall be fixed by the Board. This provision shall not preclude the Board from hiring a Director as an employee of the Association or preclude the contracting with a Director of a party affiliated with a Director for the management or performance of contract services for all or any part of The Laurels or The Polo Club.

6.7 ~~Registration, Vacancy, Removal.~~ Resignation. Any Director or officer of the corporation may resign at any time, by instrument in writing. Resignation shall take effect at the time specified therein and if no time is specified, at the time of receipt by the President or Secretary of the Corporation. The acceptance of a resignation shall not be necessary to make it effective.

6.8 When a vacancy occurs on the Board, the vacancy shall be filled by the remaining members of the Board at their next meeting ~~of members~~ at which time a director will be elected to complete the remaining portion of the unexpired term.



## **SECTION 7. Accounting Records; Fiscal Management**

7.1 The Association shall maintain accounting records in accordance with good accounting practices, which shall be open to inspection by Members and Institutional Mortgagees or their respective authorized representatives at reasonable times. Such authorization as a representative of a Member must be in writing and signed by the person giving the authorization and dated within sixty (60) days of the date of the inspection. Written financial reports of the accounting records shall be available at least annually to the Members, as set forth more fully immediately below and in Section 7.8 hereof. Such records shall include, but not be limited to: (i) a record of all receipts and expenditures; and (ii) an account for each Owner thereof, the amount of Individual Unit Assessments and all other Assessments, if any, charged to the Lot, the amounts and due dates for payment of same, the amounts paid upon the account and the balance due.

7.2 The Board shall adopt a Budget (as provided for in the Declaration) of the anticipated Neighborhood Expenses of the Association for each forthcoming fiscal year (the fiscal year of the Association to be determined by the Board) at a special meeting of the Board ("Budget Meeting") called for that purpose to be held during the first two weeks of November of the year preceding the year to which the Budget applies. Prior to the Budget Meeting, a proposed Budget for the Neighborhood Expenses shall be prepared by or on the behalf of the Board. Within sixty (60) days after adoption of the Budget, each Member shall be given notice of the Individual Unit Assessment shall be deemed given upon its delivery or upon its being mailed to the member shown on the records of the Association at his last known address as shown on the records of the Association.

7.3 In administering the finances of the Association, the following procedures shall govern: (i) the fiscal year shall be as determined by the Board; (ii) any monies received by the Association in any fiscal year may be used by the Association to pay expenses incurred in the same fiscal year; (iii) there shall be apportioned between fiscal years on a pro rata basis any expenses which are prepaid in any one fiscal year for Neighborhood Expenses which cover more than such fiscal year; (iv) Assessments shall be made monthly or as otherwise determined by the Board in amounts no less than are required to provide funds in advance for payment of all of the anticipated current Neighborhood Expenses and for all unpaid Neighborhood Expenses incurred in a fiscal year shall be charged against income for the same fiscal year regardless of when the bill for such expenses is received. Notwithstanding the foregoing, the Assessments for Neighborhood Expenses shall be of sufficient magnitude to insure an adequacy and availability of cash to meet all budgeted expenses in any fiscal year as such expenses are incurred in accordance with acceptable accounting practices.

7.4 The Individual Unit Assessment shall be payable as provided for in the Declaration.

7.5 No Board shall be required to anticipate revenue from Assessments or expend funds to pay for Neighborhood Expenses not budgeted or which shall exceed budgeted items, and no Board is required to engage in deficit spending. Should there exist any deficiency which results from there being greater Neighborhood Expenses than monies from Assessments, then such deficits shall be carried into the next

succeeding year's Association Budget as a deficiency or shall be the subject of an adjustment to the applicable Assessment (e.g., Individual Unit Assessment or Special Assessment).

7.6 Operating Expenses, Golf Expenses, and Tennis Expenses charged by the Corporation against the Association or the Lots shall be collected from the Owners as appropriate with and like Neighborhood Expenses, unless otherwise determined by the Corporation.

7.7 The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board in which the monies of the Association shall be deposited. Withdrawal of monies from such account shall be only by checks signed by such persons as are authorized by the Board.

7.8 A financial report of the accounts of the Association shall be made annually by an auditor, accountant or Certified Public Accountant and a copy of the report shall be furnished to each member no later than the first day of April ~~May~~ of the year following the year for which the report is made. The report shall be deemed to be furnished to the Member upon its delivery or mailing to the Member shown on the records of the Association at his last known address shown on the records of the Association.

7.9 Special Assessments. The Board of Directors shall be limited to assess for special capital improvements or repairs a sum not in excess of ten thousand dollars (\$10,000.00). Any amount in excess of this amount may not be levied without the approval of a majority of the Association's Members. This provision is not applicable to catastrophic losses caused by Acts of God to the Association's Common Areas. In this instance, the Board is authorized to proceed with the required repairs and levy assessments as required.

## **SECTION 8. Rules; Enforcement Procedures**

8.1 Rules: The Board may at any meeting of the Board adopt Rules or amend, modify or rescind then existing Rules for the operation and use of any portion of The Laurels; provided, however, that such Rules are not inconsistent with the terms or provisions of The Laurels Documents. Copies of any rules and regulations promulgated, amended or rescinded shall be mailed or delivered to all Members shown on the records of the Association at the time of such delivery or mailing at the last known address for such Members as shown on the records of the Association and shall not take effect until forty-eight (48) hours after such delivery or mailing. Notwithstanding the foregoing, where Rules are to regulate the use of specific portions of The Laurels, such Rules shall be effective immediately upon such posting. Care shall be taken to insure that posted Rules are conspicuously displayed and easily readable and that posted signs or announcements are designed with a view towards protection from weather and the elements. Posted Rules which are torn down or lost shall be promptly replaced.

8.2 Violations and Defaults; In the event of a violation (other than non-payment of an Assessment or fee by a Owner) of any of the provisions of the Declaration of Covenants, these By-Laws, the Rules and Regulations of the

Association, the Association, after reasonable notice to cure not to exceed fifteen (15) days, shall have all rights and remedies provided by law and in the Declaration of Covenants including without limitation (and such remedies shall or may be cumulative) the right to sue for damages, the right to injunctive relief and, in the event of a failure to pay Assessments or fees, the right to foreclose its lien provided in the Declaration of Covenants. In every such proceeding the Owner at fault shall be liable for court costs and Associations' reasonable attorney's fees. If the Association elects to enforce its lien by foreclosure, the Owner shall be required to pay a reasonable rent for his Lot together with Dwelling Unit thereon during the litigation and the Association shall be entitled to the appointment of a receiver to collect such rent. A suit to collect unpaid Assessments or fees may be prosecuted by the Association without waiving the lien securing such unpaid Assessments or fees.

### 8.3 Enforcement Procedures:

(a) Enforcement Committee: The Association shall have the right to assess reasonable fines against an Owner in the manner provided herein, and such fines shall be collectible in the same manner as any other Assessment. Each Board (the "Appointing Board") shall have the power to create an "Enforcement Committee": to be comprised of three (3) Members, ~~one~~ none of which shall be a member of the Board, and one of which shall be designated as the Chairperson thereof. The Enforcement Committee shall serve a term consistent with the term of its Appointing Board. Members of the enforcement Committee may be replaced with or without cause by majority vote of the Appointing Board.

(b) Conduct of Enforcement Hearing: Each "Alleged Non-Complying Member" shall be given reasonable opportunity to be heard. Formal rules of evidence shall not apply.

(c) Powers: The Enforcement Committee shall have the power to:

- (1) Adopt rules for the conduct of its hearings;
- (2) Effectuate the provisions set forth in this provision;
- (3) Issue orders consistent with this provision; and
- (4) Order Non-complying Members, adjudged so pursuant to the provisions of this Paragraph, to pay a fine not to exceed ~~twenty-five dollars (\$25.00)~~ the maximum permitted by law for each day the violation continues past the day set by the Enforcement Committee for compliance, and not to exceed ~~Five Hundred Dollars (\$500.00)~~ the maximum permitted by law under any circumstances.

(d) Notice to Alleged Non-complying Members; Alleged Non-complying Members will be given reasonable notice of a right to a hearing and the intent to levy a fine at least ~~seven (7)~~ fourteen (14) days in advance of said hearing. No Alleged Non-complying Member shall be given notice of hearing before the Enforcement Committee unless said Alleged Non-complying Member has first been given reasonable opportunity to rectify the alleged non-complying condition.

### **SECTION 9. Priority of Documents**

In the event of any conflict, the following documents shall control in the order stated: Declaration and Amendments thereto, Articles, By-Laws, and Rules.

## **SECTION 10. Mortgages**

10.1 An Owner who mortgages his Unit shall notify the Association by notice to the Secretary of the Board of Directors of the name and address of his Mortgagee. The Association shall maintain such information in a book entitled "Mortgagees of Lots." Any such Owner shall likewise notify the Association as to the release or discharge of any such mortgage.

10.2 The Board of Directors of the Association shall, at the request of a Mortgagee of a Unit, report any unpaid assessments due from the owner of such lot.

## **SECTION 11. Parliamentary Rules**

The then latest edition of Robert's Rules of Order shall serve as a guide for govern the conduct of meetings of all Members and the Board; provided, however, if such rules of order are in conflict with any of The Laurels Documents, Robert's Rules of Order shall yield to the provisions of such instruments. No failure of the Board of Directors to comply with Robert's Rules of Order shall affect the outcome of any action taken by the Board of Directors at a meeting.

## **SECTION 12. Amendment of the By-Laws**

12.1 These By-Laws may be amended as hereinafter set forth in this section 12.

12.2 Any By-Law of the Association may be amended or repealed, and any new By-Law of the Association may be adopted by either:

(a) Majority vote of the Members at any Annual Members' Meeting or any special meeting of the Members called for that purpose or by majority action of the Members who have acted by written response in lieu of a Meeting as permitted by these By-Laws; or

(b) By the affirmative vote of a majority of the Directors then in office at any regular meeting of the Board of Directors at any special meeting of the Board called for that purpose or by written instrument signed by all of the Directors as is permitted by these By-Laws, provided that the Directors shall not have any authority to adopt, amend or repeal any By-Law if such new By-Law or such amendment or the repeal of a By-Law would be inconsistent with any By-Law previously adopted by the Members.

12.3 Notwithstanding any provision of this Section 12 to the contrary, these By-Laws shall not be amended in terms, conditions, rights or obligations set forth in any other of The Laurels Documents, as the same may be amended from time to time, ~~including, without limitation, any rights of Developer or of a Listed Mortgagee (as defined in the Declaration) without the Prior written consent thereto by Developer of Listed Mortgagee, as the case may be.~~

12.4 Any instrument amending, modifying, repealing or adding By-Laws shall identify the particular Section of Sections affected and give the exact language of such modification, amendment or addition or of the provisions repealed. A copy of each such amendment, modification, repeal or addition certified to by the Secretary or Assistant

Secretary of the Association shall be recorded amongst the Public Records of the County.

The foregoing By-Laws of the Laurels Homeowners Association, Inc. have been restated and amended and are hereby adopted by all of the Directors of The Laurels Homeowners Association, Inc., as and constituting the Board of Directors on the date hereinafter stated.

LAURELS HOMEOWNERS ASSOCIATION, INC.

WITNESSES:

\_\_\_\_\_  
ERIC BAER, President

\_\_\_\_\_  
DAVID YORRA, Secretary

DATE: \_\_\_\_\_