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FOR
REGENCY LAKE ESTATES A/K/A
CYPRESS LAKE ESTATES**

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DECLARATION OF COVENANTS

FOR

REGENCY LAKE ESTATES A/K/A
CYPRESS LAKE ESTATES

THIS DECLARATION, made by ENGLE HOMES/PALM BEACH, INC., a Florida corporation, hereinafter referred to as "Developer";

WITNESSETH:

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

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

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to CLE. HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Parcel Owner" shall mean and refer to the record Parcel Owner, whether one or more persons or entities, of a fee simple title to any Parcel including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Community" shall mean and refer to that certain real property described in Exhibit "A" and Exhibit "B" (Exhibit "B" property is non-platted property as of the date hereof) affixed hereto and made a part hereof, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Parcel" shall have the meaning as set forth in Florida Statutes Section 617.301 (9) and shall be further defined to provide that, no resubdivision of a Parcel shall be permitted, and no alienation, transfer, demise, sale or lease of a portion of a Parcel shall be permitted. Any such alienation, transfer, demise, sale or lease must be of an entire Parcel. The legal description for each Parcel in the Community shall reference the "Plat" as hereinafter defined and recorded in the Public Records of Palm Beach, County, Florida, together with all structures and improvements thereon. The term "Unit" shall be synonymous with and have the meaning of "Parcel" as defined herein to the extent the term "Unit" is used in the previously filed Articles of Incorporation for the Association.

Section 5. "Developer" shall mean and refer to Engle Homes/Palm Beach, Inc., a Florida corporation, its specific successors and assigns as set forth in Article X hereof and as defined in Florida Statute Section 617.301 (5). The term "Declarant" shall be synonymous with and have the meaning of "Developer" as defined herein to the extent the term "Declarant" is used in the previously filed Articles of Incorporation for the Association.

Section 6. "Articles and By-Laws". It is intended that Articles of Incorporation for the Association be filed with the Florida Secretary of State, substantially in the form attached hereto as Exhibit "C", Articles of Amendment to the Articles of Incorporation attached hereto as Exhibit "D" and By-Laws for the Association be adopted substantially in the form attached hereto as Exhibit "E".

Section 7. "Public Records" shall mean the public records of Palm Beach County, Florida, as recorded in the Clerk of the Circuit Court's office thereof.

Section 8. "Institutional Mortgagees" shall mean a state or federal bank, savings and loan association or service company, a mortgage corporation or mortgage banker, insurance company, real estate or mortgage investment trust, pension fund, an agency of the United States Government, F.N.M.A., HUD/VA or any other lender generally recognized as an institutional-type lender, or Developer and any related entity or person to Developer, holding a mortgage on a Parcel.

Section 9. "Plat" shall mean the plat of "Regency Lake Estates" as recorded in Plat Book 75, Pages 100 through 106, inclusive, of the Public Records of Palm Beach County, Florida.

Section 10. "Member" shall mean a member of the Association.

Section 11. "Governing Documents" shall have the meaning as set forth in Florida Statute Section 617.301 (6).

Section 12. "Common Area" shall mean all real property (and interests therein and improvements thereon) owned or leased by or dedicated to the Association for the common use and enjoyment of the Members, including, but not limited to, the Tracts as depicted upon and dedicated to the Association pursuant to the Plat and as may be further hereinafter defined specifically, but not limited to, Article III hereof.

Section 13. "Voting Interest(s)" shall have the meaning as set forth in Florida Statute Section 617.301 (11).

Section 14. "Buffer Walls" shall mean and refer to any walls constructed within any buffer easements as shown on the Plat.

ARTICLE II

ANNEXATION, WITHDRAWAL, VACATING AND DISSOLUTION

Section 1. Annexation by Developer. Until such time as Class B membership to the Association has ceased pursuant to the provisions of Article IV hereof, additional residential property and/or Common Area may be annexed to the Community with the consent and approval of Developer. Except for applicable governmental approvals, no consent from any other party, including Class A members, or any mortgagees of any Parcels shall be required. Such annexed lands shall be brought within the scheme of this Declaration by the recording of a short form Notice of Declaration and shall be executed by Developer and recorded in the Public Records. The short form of Declaration shall refer to this Declaration and shall, unless specifically otherwise provided, incorporate by reference all the terms, protective covenants and conditions of this Declaration, thereby subject said annexed lands to such terms, covenants, conditions and restrictions as fully as though said annexed lands were described herein as a portion of the Community. Such Notice of Declaration may contain such additions or modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added land and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such a Notice of Declaration revoke, modify or, subject to the covenants established by this Declaration as to the Community.

Section 2. Annexation by Members. At such time as Class B membership has ceased pursuant to the provisions of Article IV hereof, additional lands may be annexed by consent of Members entitled to vote at least two-thirds (2/3rds) of the Voting Interests of the Association, and the procurement of applicable governmental approvals.

Section 3. Withdrawal. For a period of five (5) years from the date of recordation of this Declaration, the Developer shall be entitled to withdraw any portion of the Community which is described in Exhibit "A" affixed hereto (or any additions thereto which may be annexed in accordance with the provisions of Section 1 of this Article II) from the provisions and applicability of the Governing Documents by recording a notice thereof in the Public Records; provided, however, that this right of Developer to withdraw shall not apply to any portions of the Community which have been conveyed to a Purchaser thereof unless said right is specifically reserved in such conveyance or unless the transferee of such conveyance agrees to such withdrawal. The withdrawal of any portion of the Community as hereinafter stated shall not require the consent or joinder of any other party, including any Member, Parcel Owner, the Association, or any Mortgagee of the Community provided applicable governmental approvals are obtained. Further, said withdrawal shall not be construed to prevent the Developer from developing other forms of residential parcels on the same property, at a later time.

Section 4. Vacating of Recorded Plat. Developer hereby covenants that it will not vacate any portion of the recorded Plat for the Community, as recorded in the Public Records, which provide for open space, unless it vacates the entire Plat of record.

Section 5. Dissolution. In the event of the dissolution of the Association, other than incident to a merger or consolidation, any Member may petition the Circuit Court of the Fifteenth Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Community, in the place and instead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and the Community.

ARTICLE III

AREAS

Section 1. Common Area. Initially, the Common Area associated with this Association is the following: Tracts A, B, C, D, I, J, L1, W1 (Buffer and Littoral Shelf), W2, and W3 as shown on the Plat of Regency Lake Estates; and such other area, either at the execution hereof or later added pursuant hereto, including, but not limited to, buffer and drainage property and easements and mitigation parcels.

Section 2. Non-Exclusive Use of Common Area. Due to the configuration of the boundary lines of certain of the Parcels, small sections of land may not be included within the boundaries of a Parcel and, therefore become a portion of the Common Area. One such area includes Tract C which is adjacent to Lot 19 as shown on the Plat. Since such small sections of land may be isolated from other Common Areas, it may be necessary for sprinkler systems of Individual Parcels to be extended so as to provide irrigation for landscaping of these small sections of Common Area. In consideration of a Parcel Owner's sprinkler system being so extended, a non-exclusive easement of use shall be granted to such Parcel and Parcel Owner, as a covenant running with the Land to permit the Parcel Owner of such Parcel, and his successors and assigns, the exclusive use of such isolated section of Common Area. By acceptance of such easement of non-exclusive use, and as a covenant running with the land, the Parcel Owner and Parcel Owner's successors and assigns agree to be obligated to permit the sprinkler system servicing such section of land to be connected to Parcel Owner's sprinkler system in order to operate thereon and, subject to the Association's obligations of maintenance of landscaping and sprinkler systems, the Parcel Owner shall be responsible and obligated to maintain and repair such isolated section of land and the sprinkler system thereon. The Developer reserves the right to grant such easements of use upon such isolated sections of land as the Developer determines in the Developer's sole discretion.

Section 3. Wetland Preservation/Mitigation Areas. The Preserve/Mitigation and Buffer Tract W-1 located adjacent to Lots 72 through 77, inclusive, 86 and 87, 98 through 110, inclusive; the Preserve/Mitigation and Buffer Tract W-2 located adjacent to Lots 131 through 137, inclusive, and the Preserve Area located adjacent to Lots 110 and 111, are designated as and are to be utilized as wetland preservation or mitigation areas and upland buffers.

Section 4. Property Rights. Except with respect to any portion of the Common Area subjected to an non-exclusive use easement or subject to a restriction as to lakefront property, each Parcel Owner shall have a right and easement of enjoyment in and to the Common Area for its intended purpose, which shall be appurtenant to and pass with the title of each Parcel, subject to the right of the Association to adopt rules and regulations governing the use and enjoyment thereof, and the right of the Association to grant permits, licenses and easements thereover for utilities, roads and other purposes reasonably necessary or useful for the maintenance or operation of the Community. Further, such Common Area easement rights shall be subject to the following provisions:

(a) The right of the Association to suspend the right to use all or a portion of the Common Area by a Member and/or Member's tenants, guests and invitees for any period during which any assessment against Member's Parcel remains unpaid, and to fine and/or suspend such Member's right to use all or a portion of the Common Area for a reasonable period of time for any infraction of its published rules and regulations, provided, however, that a Member may not be denied access, ingress or egress to such Member's Parcel and such fine and/or suspension is imposed in accordance with

F.S. 617.305 (2) and the Bylaws. In the event of such suspension, a Member shall not be entitled to any abatement or reduction in assessments due the Association.

(b) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer (except as permitted in subsection (d) of this Section 3.) shall be effective without consent of Members entitled to vote at least two-thirds (2/3) of the voting interests of the Association.

(c) Rules and regulations adopted by the Association governing use and enjoyment of the Common Area.

(d) The right of the Association to grant permits, licenses, and easements over the Common Area for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the Community.

Section 5. Delegation of Use. Any Member may delegate by written instrument to the Association such Member's right of enjoyment to the Common Area to specified persons in Member's family, Member's tenants or contract purchasers who reside in the Parcel and in the Community.

Section 6. HUD/VA Proviso. Absolute liability shall not be imposed upon any Member for damage to Common Area or Parcels within the Properties. The Common Area located within the Properties shall be conveyed to the Association free and clear of all encumbrances before HUD insures the first mortgage encumbering a Parcel in the Properties. The Common Area cannot be mortgaged or conveyed without consent of Members entitled to vote at least two-thirds of the votes of the Association (excluding the Developer). Annexation of additional properties (other than the Uncommitted Lands), dedication of additional Common Area not within the Project, withdrawal of any parcels comprising the Properties from the provisions hereof, and amendments to this Declaration, requires HUD/VA approval as long as there is a Class B membership and HUD/VA has approved this Project and is insuring or guaranteeing any mortgages on any Parcels. Except with respect to any portion of the Common Area

Section 7. Ingress and Egress. Any conveyance or encumbrance upon that portion of the Common Area providing ingress and egress to and from each Parcel is subject to every Member's right and easement of ingress and egress of such area.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Parcel Owner of a Parcel shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from Ownership of any Parcel.

Section 2. Voting. The Association shall have two classes of voting membership:

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

Class B. The Class B members shall be the Developer and shall be entitled to two hundred (200) votes. The Class B membership shall cease on the happening of one of the following earlier:

- (a) Four (4) months after 75% of the Parcels that will be ultimately operated by the Association have been conveyed to Parcel purchasers; or,
- (b) Five years following conveyance of the first Parcel in the Community to a Parcel purchaser; or,
- (c) Such earlier date as Developer may determine.

ARTICLE V

COVENANT FOR ASSESSMENTS

Note: With respect to the lien rights and liabilities hereinafter provided, such rights and liabilities shall encompass not only a particular Parcel, but shall also encompass any additional real property rights which may have been granted to a Parcel Owner in accordance with Section 2 of Article III of this Declaration of Covenants.

Section 1. Payment of Assessments. The Developer hereby covenants, creates and establishes, and each Parcel Owner of a Parcel, by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner, shall hereafter be deemed to have covenanted and agreed to pay to the Association the following dues, fees, charges and assessments, subject to the provisions of Section 3 of this Article V:

- (a) Any annual assessment or charge for the purpose of operating the Association and accomplishing any and all of its purposes.
- (b) Any special assessments for emergencies, or non-recurring expenses; such assessments shall be in equal amounts against the Parcel Owners of each Parcel.
- (c) Charges incurred in connection with the enforcement of any of the terms and conditions hereof, including reasonable attorney fees and costs reasonable.
- (d) Fees or charges that may be established for such purpose deemed appropriate by the Board of Directors of the Association.
- (e) Assessments of any kind for the creation of reasonable reserves for any of the aforesaid purposes. Such assessments shall be in equal amounts against the Parcel Owners of each Parcel.
- (f) The assessments under (a), (b) and (c) above shall be in equal amounts to all Parcel Owners, subject to the provisions of Section 3. Of this Article V. Such equal amount shall be determined by dividing the assessment by a fraction, the numerator of which is one (1) and the denominator of which is the number of Parcels in Regency Lake Estates submitted to this Declaration at the time the assessment was enacted.

Section 2. Creation of the Lien and Liability of Parcel Owner. The Developer, for each Parcel owned within the Community hereby covenants, and each Parcel Owner of any Parcel by acceptance of a deed or instrument of conveyance for the acquisition of title to a Parcel, whether or not it shall be so expressed in such deed or instrument, is deemed to covenant and agree that the annual and special assessments, or other charges and fees set

forth in Section 1 hereof, together with interest, late fees, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Parcel against which each such assessment is made. The lien is effective from and after recording a Claim of Lien in the Public Records, stating the description of the Parcel, name of the Parcel Owner, amount due and the due dates. Each such assessment, together with interest, late fees, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Parcel Owner of such property at the time when the assessment fell due, as well as his heirs, legal representatives, successors and assigns.

Section 3. Commencement of First Assessment. Assessments provided herein shall first commence as to each Parcel on the day of the conveyance of title of each Parcel to a purchaser thereof (unless otherwise specifically set forth by Developer in such conveyance to the contrary). The annual assessments in effect at that time shall be adjusted according to the number of months remaining in the calendar year after such date.

Section 4. Establishment of Assessments. The Board of Directors of the Association shall approve and establish all sums which shall be payable by the members of the Association in accordance with the following procedures:

(a) The Board of Directors shall prepare an annual operating budget, reflecting the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year. The budget must set out separately all fees or charges for recreational amenities, whether owned by the Association, Developer or another person. The Board of Directors shall provide written notice of the amount and date of commencement thereof to each Owner not less than thirty (30) days in advance of the initial due date thereof. Annual assessments shall be payable at such time or times as the Board of Directors shall direct, which shall be monthly unless otherwise specifically set forth. Assessments may include an amount for reserves so as to enable the Association to establish and maintain an adequate reserve fund for periodic maintenance, repair and replacement of improvements to the Common Areas.

(b) Annual assessments against the Parcel Owners of all of the Parcels shall be established after the adoption of an operating budget, and written notice of the amount and date of commencement thereof shall be given to each Parcel Owner not less than thirty (30) days in advance of the date thereof. Annual assessments shall be payable at such time or times as the Board of Directors shall direct which shall be monthly until otherwise directed.

(c) Special Assessments against the Parcel Owners and all other fees, dues and charges, including assessments for the creation of reasonable reserves, may be established by the Board of Directors at any regular or special meeting thereof, and shall be payable at such time or times as the Board of Directors shall direct.

(d) The Board of Directors may, from time to time, establish by a resolution, rule or regulation, specific fees, dues or charges to be paid by Parcel Owners of Parcels for any special or personal use of facilities, or to reimburse the Association for the expenses incurred in connection with the enforcement of any of the terms of this Declaration. Such sums shall be payable by the affected member at such time or times as shall be established by the resolution, rule or regulation.

(e) The Association shall prepare a roster of the Parcels and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Parcel Owner. The Association shall, upon request, furnish any Parcel Owner a certificate in writing signed by an officer of the Association, setting forth whether

his assessment has been paid and/or the amount which is due as of any date. As to parties without knowledge of error, who rely thereon, such certificates shall be conclusive evidence of payment or partial payment of any assessment therein stated having been paid or partially paid.

(f) Developer may establish a Working Capital Fund for the initial months of operation of the Association, which shall be collected from each Parcel purchaser at the time of conveyance of each Parcel to such purchaser in an amount equal to two months of the annual assessment for each Parcel. Each Parcel's share of the Working Capital Fund shall be collected and transferred to the Association at the time of closing of the sale of each Parcel. The purpose of this fund is to assure that the Association's Board of Directors will have cash available to meet any legitimate Association expense, or to acquire additional equipment or services deemed necessary or desirable by the Board of Directors. Amounts paid into the fund at closing are not to be considered advance payment of any assessments under this Article V, and are not refundable or transferable. In the event that during the startup of the Association, the Association does not have adequate working capital to meet its expenses, the Developer may, but is not obligated, to advance funds on behalf of the Association, and if such advances are made by the Developer then they shall be reimbursed to the Developer by the Association from such Working Capital Fund.

Section 5. Effect of Nonpayment of Assessments; Remedies of the Association. If any assessment is not paid within thirty (30) days after the due date a late fee of \$25.00, beginning from the due date, may be levied by the Board of Directors for each month the assessment is unpaid. The Association may at any time thereafter bring an action at law against the Parcel Owner personally obligated to pay the same, and/or foreclose the lien against the property. The Association shall not be required to bring such an action if it believes that the best interests of the Association would not be served by doing so. There shall be added to the assessment all costs and expenses, including attorneys' fees, required to collect same. No Parcel Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of such Parcel.

Section 6. Subordination of the Lien to Mortgages. As hereinabove provided in Section 2, the lien of the Association for assessments and other charges of the Association becomes effective from and after recording of a Claim of Lien in the Public Records. This lien of the Association shall be subordinate to a first mortgage on any Parcel or to a mortgage by an Institutional Mortgagee on any Parcel, which mortgage is recorded in the Public Records prior to any said Claim of Lien against the same Parcel being recorded in the Public Records. A lien for assessments shall not be affected by any sale or transfer of a Parcel; provided, however, that in the event of a sale or transfer pursuant to a foreclosure of a first mortgage, a foreclosure of a mortgage held by an Institutional Mortgagee, or a deed in lieu of foreclosure of a first mortgage or of a mortgage held by an Institutional Mortgagee, the acquirer of title, his successors and assigns, shall not be liable for assessments pertaining to the Parcel or chargeable to the former Parcel Owner of the Parcel which became due prior to such sale or transfer. However, any such unpaid assessments for which such acquirer of title is not liable, may be reallocated and assessed to all Parcels (including such acquirer of title) as an Association expense. Any such sale or transfer pursuant to a foreclosure or deed in lieu of foreclosure shall not relieve the Purchaser or Transferee of a Parcel from liability for, nor the Parcel from the lien of, any assessments made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent assessments from the payment thereof, or the enforcement of collection by means other than foreclosure.

Section 7. HUD/VA Proviso. Notwithstanding anything to the contrary contained in this Article V, or in any mortgage encumbering a Parcel, mortgagees are not required to

collect assessments, and a failure to pay assessments does not constitute a default under a mortgage insured by HUD/VA, unless so provided in said mortgage.

Section 8. Assessments During Class B Membership. Notwithstanding anything to the contrary contained in this Article V, until such time as the Developer's Class B Membership in the Association terminates in accordance with the provisions of Article IV hereof, and at Developer's option, for the period of time of Developer's Class B membership, unless terminated earlier at Developer's sole discretion, Developer may be excused from payment of its share of assessments related to its Parcels, and in such event, Developer shall be responsible to pay any operating expenses incurred that exceed the assessments receivable from other Parcel Owners and other income of the Association.

ARTICLE VI

MAINTENANCE OBLIGATION OF ASSOCIATION

Section 1. Landscaping and Irrigation. The Association shall maintain all landscaping, vegetation, grass, plants, trees, and the like, and irrigation systems (including sprinkler heads) for same for the Common Area defined in Article III hereof. Further, the Association shall maintain any common area property which the Association shall have transferred to it or dedicated to it subsequent to the execution and recording of the Declaration. To the extent that the landscaping and irrigation along the canals described in Tracts "E" and "F" is not performed or provided for by the Lake Worth Drainage District it may become the responsibility of the Association.

Section 2. Roadway and Drainage. The Association shall maintain and repair the private roadways and Drainage System associated therewith which roadways are labeled Tract "A" on the Plat. The Drainage System is defined as the system of inlets, catch basins and underground piping located within Tract "A" and the Drainage Easements as located on the Plat.

Section 3. Right of Entry by Association. Whenever it is necessary to enter a Parcel for the purpose of performance of any maintenance duties by the Association, the Parcel Owner thereof shall permit an authorized agent of the Association to go upon the Parcel, provided that such entry shall be made only at reasonable times. In the case of emergency such as, but not limited to, fire or hurricane, entry may be made at any time. Each Parcel Owner does hereby appoint the Association as its agent for the purposes herein provided and agrees that the Association shall not be liable for any alleged property damage or theft caused or occurring on account of any entry.

Section 4. Cable Television. The Board of Directors of the Association is authorized to negotiate and enter into a bulk contract for the provision of cable television services to the Community, under such terms and conditions as the majority of the Board of Directors deems appropriate in its discretion. The costs of basic cable television service to be provided under such bulk contract shall be added to the Operating Budget of the Association and shall be a portion of the annual assessment payable by the Parcel Owners of all Parcels in this Association. The provision of premium cable services to each Parcel shall be determined by each individual Parcel Owner, as each such Parcel Owner determines, and the costs for such premium services shall be borne directly by such Parcel Owner.

Section 5. Wetland Preservation/Mitigation Areas. In regard to the Wetland Preservation/Mitigation Areas defined in Article III, Section 3. hereof and in order to clarify

the obligations of the Association, the Developer hereby makes the following disclosures and notification of requirements concerning the Association and the Owners:

(a) Parcels within the Community may be adjacent to wetland preservation or mitigation areas and upland buffers which may be designated as protected areas under a Conservation Easement ("Conservation Easement") given by Developer to the South Florida Water Management District ("SFWMD") the form of which Conservation Easement is attached hereto as Exhibit "F".

(b) The Association is required and acknowledges its consent to and acceptance of responsibility for perpetual maintenance concerning the Conservation Easement (preserved/restored/created wetlands areas and upland buffer zones) relating to the development, permitting and maintenance of the Property and shall take action against Parcel Owners as necessary to enforce the conditions of the Conservation Easement and the SFWMD permit # _____ and Palm Beach County and Department of Environmental Resource Management ("DERM") regulations.

(c) Existing wetlands and upland buffers may not be altered from their present condition except for "exotic" or "nuisance" vegetation removal. "Exotic" vegetation may include Melaleuca, Brazilian Pepper, Australian pine, and Japanese climbing fern. "Nuisance" vegetation may include cattails, primrose willow and grape vine.

(d) The Association and the Parcel Owners are responsible for the perpetual maintenance of the signage required by the Conservation Easement and/or permits in connection therewith.

Section 6. Buffer Walls. The Association shall be responsible for the maintenance of any and all buffer walls.

Section 7. Surface Water Management System. The Surface Water Management System shall include the Drainage System as defined in Article VI, Section 2, hereinabove and Tracts W-1 and W-2 defined in Article III, Section 3 hereinabove. The Surface Water Management System shall also be subject to Permit No. _____ issued by SFWMD and as may be amended from time to time and which permit is attached hereto as Exhibit "G".

Section 8. Wetland Preservation/Mitigation Areas Monitoring and Maintenance. Tracts W-1, W-2 and W-3 are subject to maintenance and monitoring requirements of one or all of the following permits or code: the SFWMD Permit # _____, the DERM Excavation Permit E94024 and Palm Beach County Unified Land Development Code.

Section 9. Lake Worth Road Median Maintenance. In the event that Palm Beach County and/or the Florida Department of Transportation ("FDOT") requires the Association to maintain the landscaping and/or irrigation in and on the Lake Worth Road median, then in such case the Association shall enter into an Agreement with FDOT regarding same.

Section 10. Miscellaneous. The Association shall be responsible for the general maintenance of the recreation area, entrance sign walls, any and all required maintenance of the lakes including littoral zones, if any, within the property described on Exhibit "A" and as to any common area property subsequently dedicated or transferred to the Association, the general maintenance and operation of the guard house, and payment for the operation and monthly electricity charges for electronic entry gates and all street lights, if any.

ARTICLE VII

MAINTENANCE OBLIGATION OF PARCEL OWNERS

Section 1. Maintenance of Residences. Each Parcel Owner is responsible for the repair, maintenance and/or replacement of all portions of the residential dwelling and other improvements of the Parcel including landscaping, irrigation, painting and general maintenance.

Section 2. Buffer Area Disclosure. Notwithstanding the dedications on the Plat to the contrary, the maintenance obligations for the Buffer Areas and Easements within Parcels 64-72 inclusive, 110-125 inclusive, and 126-130 inclusive, shall be the responsibility of the Parcel Owner.

ARTICLE VIII

RIGHTS OF DEVELOPER

Section 1. Sales Office. For so long as the Developer owns any property affected by this Declaration the Developer shall have the right to transact any business necessary to consummate sales of any said property or other Community owned by Developer, including but not limited to, the right to maintain model dwellings, have signs on any portion of the Community, employees in the offices, and show dwellings. Sales Office signs and all items pertaining to sales shall remain the property of the Developer.

Section 2. Developer Exempt. The Developer, Parcels owned by Developer and improvements made by Developer shall be exempt from the prohibition as to adding or altering the landscaping on any Parcels, as set forth in Article VII hereof.

Section 3. Common Areas and/or Conservation Areas. For so long as Developer owns any property affected by this Declaration, the Developer shall have the right to create and/or transfer out of the Community as defined herein and as set forth on Exhibit "A" affixed hereto, and any other adjacent property it may deem necessary to serve the Community, Association and/or mitigation areas, any common areas which it deems in its discretion to be necessary, required or otherwise a benefit to the Community, Association and/or mitigation areas as such and in furtherance of the purposes, restrictions and covenants of this Declaration.

Section 4. Access for Construction and Sales Purposes. The Developer shall have a right to access and easement on, over, under and through all of the property described herein, or later added or annexed hereto, for construction and sales purposes, for so long as Developer owns any property included within the property described herein, or later added or annexed.

Section 5. Right to Alter. Developer reserves the right to alter the boundaries of all Parcels so long as Developer owns the Parcels so altered. Said alteration may be accomplished by Developer as permitted by applicable governmental authorities.

Section 6. Indemnification. The Association covenants and agrees that it will indemnify, defend and hold harmless Developer, and any related partners, corporations, or other entities, parent corporations and their employees from and against any and all claims, suits, actions, causes of action and/or damages arising from any personal injury, loss of life and/or damage to property sustained on or about Committed or Uncommitted Property or other property serving the Association, or resulting or arising out of the operation of the

Association and improvements thereof and thereon, or resulting from or arising out of activities or operation of the Association, 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 Developer arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders, judgments and/or decrees which may be entered thereon. The costs and expense of fulfilling this covenant of indemnification set forth in this paragraph shall be an Association Expense to the extent such matters are not covered by the Association's insurance.

ARTICLE IX

ASSIGNMENT OF POWERS

All or any part of the rights and powers and reservations of the Developer herein contained may be deeded, conveyed, or assigned to other persons or entities by an instrument in writing duly executed, acknowledged and recorded in the Public Records.

ARTICLE X

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Parcel Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Parcel Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any such suit the prevailing party shall also be entitled to recovery of all costs and expenses including court costs and attorneys' fees.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended at any time and from time to time upon approval of Parcel Owners who are entitled to vote a majority of all voting interests of the Association and the execution and recordation of an instrument containing a certification by the President and Secretary of the Association that the amendment is duly adopted, PROVIDED that for the period of time Developer owns one (1) or more Parcels, the Developer's written consent must first be obtained; and FURTHER PROVIDED, that for so long as Class B membership in the Association exists, the Declaration may be amended by the execution and recordation of an instrument executed solely by a majority of the Board of Directors. The Developer shall have the right at any time within five (5) years from the date hereof to amend this Declaration to correct scrivener's errors or to clarify any ambiguities determined to exist herein. No amendment shall alter the subordination provisions of this Declaration without the prior approval of any mortgagee enjoying such protection. It is further provided that in order to be effective any amendment to this Declaration must be recorded in the Public Records of Palm Beach County, Florida.

Notwithstanding any of the above, an amendment to this Declaration requires HUD/VA prior approval as long as there is a Class B membership and HUD/VA has approved the Project and is insuring or guaranteeing any mortgage.

Notwithstanding any of the above, for such time that Developer owns one or more Parcels, Developer's written consent must first be obtained to any amendment. The Developer shall have the right at any time within five (5) years from the date hereof to amend this Declaration to correct scrivener's errors or to clarify any ambiguities determined to exist herein. No amendment shall alter the subordination provisions of this Declaration without the prior approval of any mortgagee enjoying such protection.

Notwithstanding anything contained herein to the contrary, the prior written approval of the South Florida Water Management District is required for any amendments to this Declaration that could affect the surface water management system.

Section 4. Notices. Any notice required to be sent to any Parcel Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Parcel Owner on the records of the Association at the time of such mailing.

Section 5. Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by eighty percent (80%) of the voting interests (at a duly called meeting of the Members at which a quorum is present) entitled to be cast by all of the Voting Members. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of assessments as provided in Article V hereof, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the Developer or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

Section 6. Prefabricated Sheds and Antennas. Prefabricated sheds and small "umbrella type dish antennas" shall be allowed in the development so long as they are screened from view from the lake or from the road by adequate and proper landscaping and landscaping material and shall have the prior approval of the Architectural Committee pursuant to Article XIV infra.

Section 7. Buffer Area Violation: Lien Rights. Pursuant to the provisions of Article V. Section 2. hereinabove, the Association shall have the right to lien property for the failure to maintain or other violations concerning the Buffer Areas referenced in Article VII, Section 2., hereinabove.

ARTICLE XI

INFORMATION TO LENDERS AND PARCEL OWNERS

Section 1. Records Available. The Association shall make available to Parcel Owners and to lenders, and to holders, insurers, or guarantors of any first mortgage on any Parcel, current copies of this Declaration of Restrictions, the Articles of Incorporation or By-Laws of the Association, other rules concerning these Community and the books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

Section 2. Financial Statement. Any holder of a first mortgage upon a Parcel shall be entitled, upon written request, to a financial statement of the Association for the immediately preceding fiscal year.

Section 3. Notices. Upon written request to the Association by a holder, insurer, or guarantor of any mortgage of a Parcel (hereinafter referred to as "Lender"), which written request shall identify the name and address of the Lender and the Parcel number and address thereof, the Lender will be entitled to timely written notice of:

- (a) Any condemnation loss or casualty loss which affects either a material portion of the Community, or the Parcel securing its mortgage;
- (b) Any delinquency in the payment of assessments or charges owed by an Parcel Owner of a Parcel subject to a first mortgage held by the Lender, which remains uncured for a period of sixty (60) days;
- (c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;
- (d) Any proposed action which would require the consent of a specified percentage of mortgage holders.

Section 4. Conflicts. As determined by Developer, there may be incorporated as part of this Declaration, and, where applicable, the Articles and By-Laws of the Association, any and all provisions which now or hereafter may be required under the regulations or guidelines of FNMA, FHLMC, GNMA, VA and FHA so as to make any first mortgage encumbering a Parcel eligible for purchase by FNMA, FHLMC or GNMA, and eligible under VA or FHA, and such provisions shall supersede any conflicting matters contained in this Declaration, the Articles or By-Laws, except to the extent compliance with any regulation or guideline is waived by FNMA, FHLMC, GNMA, VA or FHA.

Should any changes in FNMA, FHLMC, GNMA, VA or FHA regulations require an amendment to this Declaration, the Articles or By-Laws, then such amendment may be made and filed by the Developer or Association without regard to any other provisions herein contained regarding amendments, and without any requirement of securing the consent of any Parcel Owner.

ARTICLE XII

INSURANCE

Section 1. Parcels. Since this Association is created solely for the purpose of providing maintenance services, as herein described, there are no provisions herein as to the procuring of insurance on any Parcel. Such insurance shall be obtained by each Parcel Owner. The Association has no obligation whatsoever regarding Parcel insurance.

Section 2. Common Areas. The Association shall purchase and maintain a policy of property insurance covering all the Common Areas (except land, foundation, excavation and other items normally excluded from coverage) and any common personal property and supplies. This insurance policy shall afford, as a minimum, protection against loss or damage by fire and other perils normally covered by a standard extended coverage endorsement, as well as all other perils which are customarily covered with respect to projects similar in construction, location and use, including all perils normally covered by the standard "all risk" endorsement, where such is available. This policy shall be in an

amount equal to one hundred percent (100%) of current replacement cost of the Common Areas, exclusive of land, foundation, excavation and other items normally excluded from coverage. The policies may not be cancelled or substantially modified without at least ten (10) days' prior written notice to the Association. The Association shall also obtain, if available, the following special endorsements: "Agreed Amount" and "Inflation Guard Endorsement".

Section 3. Liability Insurance. The Association shall maintain comprehensive general liability insurance coverage covering all of its maintenance activities. The coverage shall be at least for One Million Dollars (\$1,000,000.00) for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Coverage shall include, without limitation, legal liability of the insured for property damage, bodily injuries and deaths of persons in connection with its maintenance activities, and legal liability arising out of lawsuits related to employment contracts of the Association. Such policies must provide that they may not be cancelled or substantially modified by any party, without at least ten (10) days' prior written notice to the Association.

Section 4. Fidelity Bonds. The Association shall maintain a blanket fidelity bond for all officers, directors, trustees and employees of the Association and all other persons handling or responsible for funds of or administered by the Association. In the event the Association delegates some or all of the responsibility for the handling of the funds to a management agent, such bonds are required for its officers, employees and agents, handling or responsible for funds of, or administered on behalf of the Association. The amount of the fidelity bond shall be based upon best business judgment and shall not be less than the estimated maximum of funds, including reserve funds, in custody of the Association or the management agent, as the case may be, at any given time during the term of each bond. However, in no event may the aggregate amount of such bonds be less than an amount equal to three months aggregate assessments on all Parcels, plus reserve funds. The fidelity bonds required herein must meet the following requirements:

- (a) Fidelity bonds shall name the Association as an obligee.
- (b) The bonds shall contain waivers by the insurers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employee", or similar terms or expressions;
- (c) The premiums on all bonds required herein for the Association (except for premiums on fidelity bonds maintained by a management agent, or its officers, employees and agents), shall be paid by the Parcel Owner's Association as a common expense;
- (d) The bond shall provide that they may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least ten (10) days' prior written notice to the Association.

Section 5. Directors and Officers Errors and Omissions Insurance. The Association shall maintain errors and omissions insurance for all of its past and present directors and officers, including but not limited to any officer or director appointed or elected by the Developer, in the minimum amount of One Million Dollars (\$1,000,000.00), which insurance shall provide coverage for any acts taken or omissions made no matter when a claim is presented, and further that said insurance shall at all times contain tail coverage in order that there shall never be a gap in coverage for any act or omission by any officer or Director of the Association.

Section 6. Purchase of Insurance. All insurance purchased pursuant to this Article XIII shall be purchased by the Association for the benefit of the Association, the Parcel Owners and their respective mortgagees, as their interest may appear, and shall provide for the issuance of certificates of insurance and mortgagee endorsements to Parcel Owners and any or all of the holders of institutional first mortgages. The policies shall provide that the insurer waives its rights of subrogation as to any claims against Parcel Owners and the Association, their respective servants, agents and guests. Each Parcel Owner and the Association hereby agree to waive any claim against each other and against other Parcel Owners for any loss or damage for which insurance hereunder is carried where the insurer has waived its rights of subrogation as aforesaid.

Section 7. Cost and Payment of Premiums. The Association shall pay the cost of obtaining all insurance hereunder, excluding only the insurance as may be purchased by individual Parcel Owners, and any other fees or expenses incurred which may be necessary or incidental to carry out the provisions hereof.

Section 8. Association as Agent. The Association is irrevocably appointed agent for each Parcel Owner, for each Parcel Owner of a Mortgage upon a Parcel and for each Parcel Owner of any other interest in a Parcel or the Common Area to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

Section 9. Estimates. In all instances hereunder, immediately after a casualty causing damage to the property for which the Association has the responsibility of maintenance and repair, the Association shall obtain a reliable, detailed estimate of the cost to place the damaged property in a condition as good as that before the casualty. Such cost may include professional fees and premiums for such bonds as the Board may require by any Institutional Mortgagee involved.

Section 10. Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction, or if, at any time during reconstruction or upon completion of reconstruction, the funds for the payment of the costs of reconstruction are insufficient, assessments shall be made against the Parcel Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments shall be uniform against all Parcel Owners.

Section 11. Authority of Association. In all instances herein, except when a vote of the membership of the Association is specifically required, all decisions, duties and obligations of the Association hereunder may be made by the Board. The Association and its members shall jointly and severally be bound thereby.

ARTICLE XIII

ARCHITECTURAL COMMITTEE

Section 1. Approval Necessary. No building, outbuilding, garage, fence, wall, retaining wall, "umbrella type" dish antennas, prefabricated shed or other structure of any kind shall be erected, constructed, placed or maintained on the Community, nor shall any dwelling or other improvements on each Parcel, as originally constructed and provided by Developer, be altered, changed, repaired or modified unless prior to the commencement of any work thereof, two complete sets for plans and specifications therefore including, as applicable, front, side and rear elevations, and floor plans, and two plot plans indicating and fixing the exact location of such improvements, structures or such altered structure on the Parcel with reference to the street and side lines thereof, shall have been first submitted in

writing for approval and approved in writing by the Architectural Committee. The foregoing prior approval is intended to specifically apply to the painting of a dwelling or any other maintenance or repair which changes the exterior appearance of a dwelling or other improvements on a Parcel. Notwithstanding anything contained in this Section 1, Article XIV, to the contrary, any fences on lots abutting Lake Tracts as shown on the Plat must be aluminum picket and permitted by and in conformity with height restrictions in applicable governmental building codes and ordinances.

Section 2. Meetings of the Architectural Control Committee. Florida Statute 617.303(2) states that the provisions thereof shall apply to committees of the Association, specifically any body vested with the power to approve or disapprove architectural decisions. Consequently, pursuant to such Statute, a meeting of this Committee occurs when a quorum of the Committee gathers to conduct Committee business. All meetings of the Committee must be open to all Members of the Association except for meetings between the Committee and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege. Notice of all Committee meetings must be posted, mailed or delivered in accordance with the provisions of Section 617.303(2). Committee members may not vote by proxy or by secret ballot.

Section 3. Endorsement of Plans. Approval of plans, specifications and location of improvements by the Architectural Committee shall be endorsed on both sets of said plans and specifications, and one set shall forthwith be returned by the Architectural Committee to the person submitting the same. The approval of the Architectural Committee of plans or specifications submitted for approval, as herein specified, shall not be deemed to be a waiver by the Architectural Committee of the right to object to any of the features or elements embodied in such plans or specifications if and when the same features and elements are embodied in any subsequent plans and specifications submitted for approval for use on other Parcels.

Section 4. Construction to be in Conformance with Plans. After such plans and specifications and other data submitted have been approved by the Architectural Committee, no building, outbuilding, garage, fence, wall, retaining wall, or other improvements or structures of any kind shall be erected, constructed, placed, altered or maintained upon the Community unless the same shall be erected, constructed or altered in conformity with the plans and specifications and plot plans theretofore approved by the Architectural Committee.

Section 5. Deemed Approval. After the expiration of one year from the date of completion of any structure or alteration, such structure or alteration shall be deemed to comply with all of the provisions of this Article XIV unless notice to the contrary shall have been recorded in the Public Records, or legal proceedings shall have been instituted to enforce such compliance.

Section 6. Right of Entry. Any agent or member of the Architectural Committee may at any reasonable time enter and inspect any building or property subject to the jurisdiction Architectural Committee and any building or structure reasonably believed by such agent or member to be a violation of the covenants, restrictions, reservations, servitudes or easements of the Declaration.

Section 7. Waiver of Liability. Neither the Architectural Committee nor any member thereof, nor its duly authorized representative, shall be liable to the Association, or to any Parcel Owner or any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance or non-performance of the

Architectural Committee duties hereunder. The Architectural Committee shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition solely on the basis of aesthetic considerations and the benefit or detriment which would result to the Community and Parcels within the development as a whole. The Architectural Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, or warranty as to, any plan or design from the standpoint of structural safety or conformance with building or other codes. The Architectural Committee and the Developer do not determine or assume any responsibility for the quality of construction or structural soundness of any improvements and no obligation or liability relating to construction of any improvements shall result from review or approval of any plans by the Architectural Committee and/or the Developer. Furthermore, the Architectural Committee and/or the Developer do not evaluate plans to determine whether the plans satisfy all applicable governmental requirements.

Section 8. Developer Exempt. The Developer, Parcels owned by Developer and improvements made by Developer shall be exempt from the application of this Article XIV and Developer therefore is not obligated to comply with the provisions hereof.

ARTICLE XIV

LAKEFRONT PROPERTY

Section 1. Lakefront Property. As to all portions of the Community which have a boundary contiguous to any lake or other body of water, the following additional restrictions and requirements shall be applicable:

(a) No boathouse, dock, wharf or other structure of any kind shall be erected, placed, altered or maintained in the lake maintenance easements or use of the same unless approved by the Architectural Committee subject to any and all governmental approvals and permits that may be required and specifically approved by and for the South Florida Water Management District and Palm Beach County, Florida.

(b) No motorized boat shall be permitted to be used in any lake or other waterbody with the Community, except as may be authorized by the Association for maintenance purposes.

(c) No motorized boat, no boat trailer or vehicular parking or use of lake slope or shore areas shall be permitted.

(d) Each applicable Parcel Owner shall maintain such Parcel Owner's lot to the waters edge of any Lake within the Plat.

(e) No planting shall be made by any Parcel Owner in any Lake Maintenance Easement or Buffer Area as shown on the Plat.

Section 2. Waterbody Vegetation Control. In order to provide for uniform water and waterbody vegetation control, no Parcel Owner shall undertake the performance of any maintenance, cutting, fertilizing, planting or any other action or activity regarding waterbody vegetation control without the approval of the South Florida Water Management District, Palm Beach County, Florida, and the Association.

ARTICLE XV

NON-PLATTED PROPERTY

Section 1. Non-Platted Property. The property as described on Exhibit "B" attached hereto is at the time of the execution and filing of this Declaration unplatted. Such property is being subjected to the covenants, conditions and restrictions of this Declaration pursuant to the Planned Unit Development Ordinance Requirements of Palm Beach County, Florida. Therefore, unless and until such non-platted property is in fact platted it shall only be included hereunder for the reasons set forth in this Article and will only become subject to the remaining provisions of this Declaration at the time of its platting and recordation of a plat for same.

ARTICLE XVI

PROHIBITED USES

Section 1. Garbage and Trash. Each Parcel Owner shall be responsible for properly depositing his garbage and trash in garbage cans and trash containers sufficient for pick-up by the appropriate authorities.

Section 2. Temporary Structures. No temporary or permanent utility or storage shed, except as otherwise provided herein, building, tent, structure or improvement shall be constructed, erected or maintained without the prior approval of the Architectural Committee.

Section 3. Animals. No horses, hogs, cattle, cows, goats, sheep, poultry or other animals, birds or reptiles, shall be kept, raised or maintained on any Parcel; PROVIDED, HOWEVER, that dogs (except for pit bulls), cats and other household pets may be kept in reasonable numbers in the dwelling if their presence causes no disturbance to others. All pets shall be kept on a leash when not in the Parcel Owner's Parcel and shall be walked only on areas that may be designated for pets by the Board of Directors.

Section 4. Stables. No stable, livery stable or barn shall be erected, constructed, permitted or maintained on any Parcel.

Section 5. Vehicle Parking. No boats, trailers of any kind or campers (motorized or towed) shall be parked on the Community overnight unless garaged. No vehicles used in business for the purposes of transporting goods, equipment and the like or any trucks or vans which are larger than one-half (1/2) ton capacity shall be parked on any portion of the Community overnight unless garaged. Personal street vans, personal trucks of one-half (1/2) ton capacity or smaller or personal vehicles which can be appropriately parked within standard-sized parking stalls may be parked on the Community. No vehicles of any nature shall be parked on any portion of the Community or a Parcel except on the surfaced, parking area thereof. No vehicle repairs or maintenance shall be allowed on the Community. No vehicle of any type shall be painted, rebuilt or repaired on any Parcel.

Section 6. Signs. No signs, except as approved by the Architectural Committee of this Association, shall be placed, erected or displayed on any Parcel, provided, however, a "For Sale" or "For Rent" sign no larger than eighteen (18) inches by eighteen (18) inches shall be permissible.

Section 7. Business. No trade, business or any commercial use shall be conducted in or from any Parcel.

Section 8. Maintenance. All Parcels shall be kept in a clean and sanitary manner and no rubbish, refuse or garbage allowed to accumulate, or any fire hazard allowed to exist. All Parcels shall be maintained in first class condition with well kept lawn and well maintained landscaping.

Section 9. Nuisance. No nuisance or any use or practice that is a source of annoyance to other Parcel Owners, or interferes with the peaceful possession and proper use of the Parcels by the residents of the Community shall be allowed upon any Parcel.

Section 10. Unlawful Use. No improper, offensive or unlawful use shall be made of any Parcel and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be strictly observed.

Section 11. Antennas. No television or radio masts, towers, poles, antennas (except as otherwise provided herein) or aerials may be erected, constructed, or maintained.

Section 12. Occupants. Each Parcel is restricted to residential use as a single family residence by the Parcel Owner or Parcel Owners thereof, their lessees, immediate families, guests and invitees.

Section 13. Use. No person shall use the Parcel or any parts thereof in any manner contrary to this Declaration.

Section 14. Interference. Neither the Association, Architectural Committee nor any Parcel Owner, including their guests, employees and guests, shall interfere with the Developer's completion and sale of the Parcels.

Section 15. Clothes Line. No clothes, linens, or the like, shall be hung on clothes lines or in any other manner, outside of a dwelling such that the same is visible from any street or lakes.

Section 16. Fences. No fence, or other improvement, shall be erected upon a Parcel unless prior approval is obtained from the Architectural Committee pursuant to Article XIV herein which is deemed by the Association to interfere with a common sprinkler system (if any) upon the Community, or which interferes with any landscape maintenance performed by the Association, thereby increasing the amount of trimming or edging required to be done, or increases in any other manner the cost of maintenance of the landscaping by the Association, unless otherwise specifically agreed to in writing by the Association. Any fences on lots abutting Lake Tracts as shown on the Plat must be aluminum picket and permitted by and in conformity with height restrictions in applicable governmental building codes and ordinances.

Section 17. Wells. No individual water supply system shall be permitted on any Parcel, except the installation required for the individual water supply for the irrigation purposes of the landscaping upon a Parcel; provided, however, that the following must be complied with by such Parcel Owner:

(a) Any individual water supply must be installed, operated and maintained in such a manner as to prevent iron stains and/or discoloring of any exterior improvements upon the Parcel, including but not limited to cement areas, the exterior finish of any dwelling or other building, structure or fencing, or any vehicles.

(b) Such Parcel Owner shall be required to clean, repair or replace any and all improvements which are discolored due to iron stains caused by such water supply system

due to a direct or indirect result of the operation of such water supply system, within thirty (30) days of notice by the Association.

Section 18. Not Applicable to Developer. The above restrictions set forth in this Article XV shall not apply to Developer or its agents, employees, successors or assigns during the period of construction and sales of the Community.

ARTICLE XVII

CONTROLLED ACCESS

Section 1. Controlled Access. The Association shall have the right and power to control the access to the Community, as determined by its Board of Directors, including but not limited to a mechanical gate or other device. All expenses of such shall be assessed in accordance with the provisions of Article V hereof. The Association shall have no liability if such is not provided or if any service which is provided fails to work properly or to accomplish any desired result.

Section 2. Notices and Disclaimers as to Community Systems. Developer and the Association or their successors, assigns or franchisees and any applicable cable telecommunications system operator (an "Operator"), may enter into contracts for the provision of security services through any Community Systems. DEVELOPER AND THE ASSOCIATION, AND THEIR FRANCHISEES, AND ANY OPERATOR, DO NOT GUARANTEE OR WARRANT, EXPRESSLY OR IMPLIEDLY, THE MERCHANTABILITY OR FITNESS FOR USE OF ANY SUCH SECURITY SYSTEM OR SERVICES, OR THAT ANY SYSTEM OR SERVICES WILL PREVENT INTRUSIONS, FIRES OR OTHER OCCURRENCES, OR THE CONSEQUENCES OF SUCH OCCURRENCES, REGARDLESS OF WHETHER OR NOT THE SYSTEM OR SERVICES ARE DESIGNED TO MONITOR SAME, AND EVERY PARCEL OWNER OR OCCUPANT OF PROPERTY SERVICED BY THE COMMUNITY SYSTEMS ACKNOWLEDGES THAT DEVELOPER AND THE OR ANY SUCCESSOR, ASSIGN OR FRANCHISEE OF THE DEVELOPER OR ANY OF THE OTHER AFORESAID ENTITIES AND ANY OPERATOR, ARE NOT INSURERS OF THE PARCEL OWNER'S OR OCCUPANT'S PROPERTY OR OF THE PROPERTY OF OTHERS LOCATED ON THE PREMISES AND WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES OR DEATHS RESULTING FROM SUCH OCCURRENCES. It is extremely difficult and impractical to determine the actual damages, if any, which may proximately result from a failure on the part of a security service provider to perform any of its obligations with respect to security services and, therefore, every Parcel Owner or occupant of property receiving security services through the Community Systems agrees that Developer and the Association or any successor, assign or franchisee thereof and any Operator assumes no liability for loss or damage to property or for personal injury or death to persons due to any reason, including, without limitation, failure in transmission of an alarm, interruption of security service or failure to respond to an alarm because of (a) any failure of the Parcel Owner's security system, (b) any defective or damaged equipment, device, line or circuit, (c) negligence, active or otherwise, of the security service provider or its officers, agents or employees, or (d) fire, flood, riot, war, force majeure or other similar causes which are beyond the control of the security services through the Community Systems further agrees for Parcel Owner, Parcel Owner's grantees, tenants, guests, invitees, licensees and family members that if any loss, damage, injury or death should result from a failure of performance or operation, or from defective performance or operation, or from improper installation, monitoring or servicing of the system, or from negligence, active or otherwise, of the security service provider or its officers, agents, or employees, the liability if any, of Developer and/or the Association or any franchisee of the foregoing and the operator or

their successors or assigns, for loss, damage, injury or death sustained shall be limited to a sum not exceeding Two Hundred Fifty and No/100 (\$250.00) U.S. Dollars, which limitation shall apply irrespective of the cause or origin of the loss or damage and notwithstanding that the loss or damage results directly or indirectly from negligent performance, active or otherwise, or non-performance by an officer, agent or employee of Developer or the Association or any franchisee, successor or assign of any of same or any operator. Further, in no event will Developer, the Association, or any Operator or any of their franchisees, successors or assigns, be liable for consequential damages, wrongful death, personal injury or commercial loss.

The undersigned, being the Developer hereunder, has hereunto set its hand and seal this 19th day of February, 1996.

Developer:
ENGLE HOMES/PALM BEACH, INC.,
a Florida corporation

By: [Signature]
John A. Kraynick
Its: Vice President

(CORPORATE SEAL)

STATE OF FLORIDA)

ss:

COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 19th day of February, 1996, by John A. Kraynick, Vice President of ENGLE HOMES/PALM BEACH, INC., on behalf of the corporation, and he is personally known to me.

SUSAN S. BONNER
Notary Public, State of Florida
My Comm. Expires Apr. 25, 1998
No. CC 367284
Bonded thru Official Notary Service

(NOTARIAL SEAL)

[Signature]
NOTARY PUBLIC

Print name: Susan S. Bonner

Commission No. CC367284

My Commission Expires: 4/25/98

EXHIBIT "A" TO DECLARATION OF COVENANTS FOR

REGENCY LAKE ESTATES A/K/A
CYPRESS LAKE ESTATES

LEGAL DESCRIPTION

All the lands within the Plat of REGENCY LAKE ESTATES as recorded in Plat Book 75, Pages 100 through 106, inclusive, of the Public Records of Palm Beach County, Florida, LESS AND EXCEPT Tract "G" (PUBLIC CIVIC PARCEL) of said Plat.

This is not a certified copy

EXHIBIT "B" TO DECLARATION OF COVENANTS FOR

REGENCY LAKE ESTATES A/K/A
CYPRESS LAKE ESTATES

LEGAL DESCRIPTION
OF NON-PLATTED PARCEL

LAWSON, NOBLE & ASSOCIATES, INC.
CONSULTING ENGINEERS, LAND PLANNERS, SURVEYORS
420 COLUMBIA DRIVE, WEST PALM BEACH, FLORIDA
PHONE (407) 684-6686

DESCRIPTION:

A PARCEL OF LAND LYING WITHIN TRACTS 1, 2 AND 14, BLOCK 27 ACCORDING TO THE PLAT OF PALM BEACH FARMS CO., PLAT NO. 3 RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF TRACT 18, BLOCK 27 OF SAID PALM BEACH FARMS CO., PLAT NO. 3; THENCE NORTH 00°48'33" WEST ALONG THE EAST LINE OF SAID TRACTS 18, 14 AND 1 OF SAID BLOCK 27, A DISTANCE OF 1808.91 FEET; THENCE SOUTH 89°00'28" WEST, A DISTANCE OF 28.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°56'33" EAST, A DISTANCE OF 438.02 FEET; THENCE SOUTH 85°36'47" WEST, A DISTANCE OF 281.90 FEET; THENCE NORTH 74°48'25" WEST, A DISTANCE OF 49.88 FEET; THENCE NORTH 81°43'24" WEST, A DISTANCE OF 130.78 FEET; THENCE SOUTH 89°45'10" WEST, A DISTANCE OF 28.00 FEET; THENCE SOUTH 11°18'33" WEST, A DISTANCE OF 31.47 FEET; THENCE SOUTH 89°45'11" WEST, A DISTANCE OF 184.32 FEET; THENCE NORTH 00°03'30" EAST, A DISTANCE OF 118.79 FEET; THENCE NORTH 89°45'30" EAST, A DISTANCE OF 35.38 FEET; THENCE SOUTH 89°48'10" EAST, A DISTANCE OF 20.00 FEET; THENCE NORTH 00°03'30" EAST, A DISTANCE OF 44.41 FEET; THENCE NORTH 89°22'23" WEST, A DISTANCE OF 218.84 FEET; THENCE NORTH 00°03'30" EAST, A DISTANCE OF 257.35 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE EAST WHOSE RADIUS POINT BEARS NORTH 85°05'32" EAST FROM SAID POINT, HAVING A RADIUS OF 173.00 FEET AND A CENTRAL ANGLE OF 89°42'21"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, BY ARC DISTANCE OF 180.78 FEET; THENCE NORTH 89°01'58" EAST, A DISTANCE OF 81.29 FEET; THENCE SOUTH 89°56'01" EAST, A DISTANCE OF 247.81 FEET; THENCE SOUTH 87°16'42" EAST, A DISTANCE OF 181.00 FEET; THENCE NORTH 89°01'58" EAST, A DISTANCE OF 202.26 FEET TO THE POINT OF BEGINNING.

CONTAINING A TOTAL OF 6.384 ACRES MORE OR LESS.

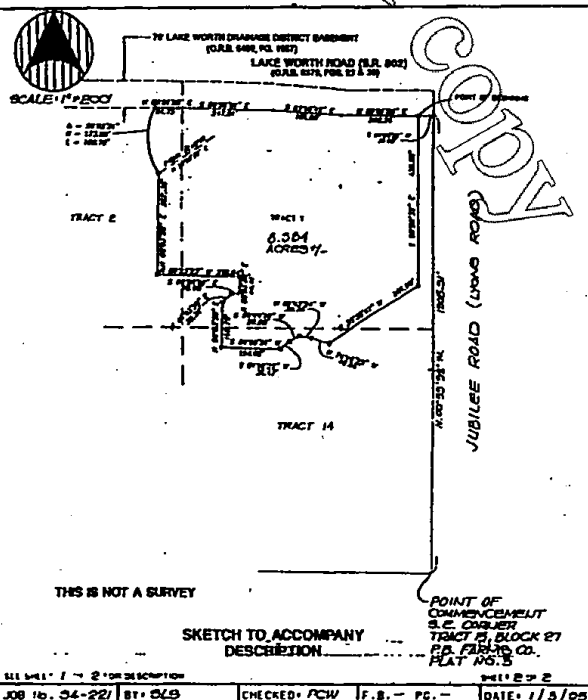
I HEREBY CERTIFY THAT THE INFORMATION AND STATEMENTS CONTAINED HEREIN WERE OBTAINED IN ACCORDANCE WITH THE PROFESSIONAL STANDARDS, ETHICS AND PRACTICES OF THE SURVEYING PROFESSION, AND THAT I AM A LICENSED SURVEYOR IN THE STATE OF FLORIDA.

[Signature]
DATE: 1-3-14
SHEET 1 OF 2

REVISIONS/UPDATES	DATE	BY	CHKD

JOB NO. 04-221 ST. 049 CHECKED: PCW F.B. - PG. - SHEET 1 OF 2

LAWSON, NOBLE & ASSOCIATES, INC.
CONSULTING ENGINEERS, LAND PLANNERS, SURVEYORS
420 COLUMBIA DRIVE, WEST PALM BEACH, FLORIDA
PHONE (407) 684-6686



RECORDERS MEMO: Legibility of document
unsatisfactory when received.

ARTICLES OF INCORPORATION
OFREGENCY LAKE ESTATES HOMEOWNERS ASSOCIATION, INC.
(A Corporation Not For Profit)FILED
95 JAN 17 11 03
SEC. 1
TALLAH.

In compliance with the requirements of the Laws of the State of Florida, the undersigned hereby associate themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the corporation is REGENCY LAKE ESTATES HOMEOWNERS ASSOCIATION, INC., hereinafter called the "Association":

ARTICLE II

The mailing address of the Corporation and the street address of the Registered Office of the Association is 123 N.W. 13th Street, Suite 300, Boca Raton, Florida 33432 and the name of the Registered Agent is Kerry Safier.

ARTICLE III

All definitions in the "Declaration of Covenants For Regency Lake Estates" ("Declaration") to which these Articles are attached as Exhibit B and recorded in the Public Records of Palm Beach County, Florida, are incorporated herein by reference and made a part hereof.

ARTICLE IV

PURPOSE OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members whereof, and the specific purposes for which it is formed are to provide for operation, maintenance and preservation of the Units and Common Area, and improvements thereon, within that certain real property (and any additions thereto) described in the Declaration to promote the health, safety and welfare of the members of the Association and to provide other services and facilities for the members, as determined by the Board of Directors.

ARTICLE V

POWERS OF THE ASSOCIATION

The Association shall have all the powers and duties reasonably necessary to operate and maintain the Association, including; but not limited to, the following:

(a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

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

(c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer or otherwise dispose of real or personal

property in connection with the affairs of the Association;

(d) Borrow money, and with the assent of two-thirds (2/3rds) of each class of members at a duly called meeting of the Association, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) Dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective without obtaining consent of two-thirds (2/3rds) of the members to such dedication, sale or transfer in writing or by vote at a duly called meeting of the Association, and unless prior written consent of Declarant is obtained for so long as Declarant owns a Unit;

(f) Participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3rds) of each class of members at a duly called meeting of the Association, except as otherwise provided in Article II of the Declaration;

(g) To promulgate or enforce rules, regulations, by-laws, covenants, restrictions or agreements to effectuate all of the purposes for which the Association is organized;

(h) To have and to exercise any and all powers, rights and privileges which a non-profit corporation organized under the Laws of the State of Florida may now or hereafter have or exercise;

(i) To contract for management of the Association and to delegate in such contract all or any part of the powers and duties of the Association and to contract for services to be provided the Owners including but not limited to garbage pick-up and other utilities and master antenna or cable television and/or radio system and the servicing and monitoring of the medical/fire/burglary system in each residence.

PROVISO: Notwithstanding the foregoing, until such time as Class B membership in the Association ceases, as hereinafter set forth, the powers of the Association as set forth in Paragraphs (d), (e) and (f) may be exercised solely by the Board of Directors.

ARTICLE VI

MEMBERSHIP

Every Owner of a Unit shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit.

ARTICLE VII

VOTING RIGHTS

The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all Owners, and shall be entitled to one (1) vote for each Unit owned. When more than one (1) person holds an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Unit.

Class B. The Class B member shall be the Declarant, and shall be entitled to two hundred (200) votes. The Class B membership shall cease on the happening

of one of the following events, whichever occurs earlier:

- (a) Four (4) months after 75% or the Units that will be ultimately operated by the Association have been conveyed to Unit purchasers; or,
- (b) Five (5) years following conveyance of the first Unit in the Properties to a Unit purchaser; or,
- (c) Such earlier date as Declarant may determine.

ARTICLE VIII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors consisting of not less than three (3) nor more than nine (9) persons who need not be members of the Association. The first Board shall consist of three (3) members. Thereafter the number of Directors may be increased to a maximum of nine (9) by a majority vote of the Board of Directors.

The first election of Directors shall be held when Class B membership ceases as provided in Article VII hereof at a meeting of the members called for that purpose. Unless increased by the Board, three (3) Directors shall be elected at this first election to serve until the next annual members meeting. At the said next annual meeting, one-third (1/3) of the Board of Directors shall be elected for a one (1) year term, one-third (1/3) for a two (2) year term and one-third (1/3) for a three (3) year term. If the number of Board members is not evenly divisible by three (3), a smaller number of three (3) year term Directors shall be elected. The length of term for which a nominee is elected at this annual meeting shall be determined by the number of votes each nominee receives. The nominee(s) receiving the most votes shall serve the three (3) year term(s), the next highest shall serve the two (2) year term(s) and the next highest the one (1) years term(s). At each annual meeting thereafter a number of Directors equal to that of those whose terms have expired shall be elected for the term of three (3) years. At the expiration of any term of three (3) years, any Director may be re-elected.

The Directors named in these Articles shall serve until the first election of Directors, and any vacancies in their number occurring before the first election shall be filled by the Class "B" Member. The Class B Member shall have the right to remove and replace Directors until the first election of Directors. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Gregory A. Pillen	123 N.W. 13th Street Suite 300 Boca Raton, Florida 33432
Harry Engelstein	123 N.W. 13th Street Suite 300 Boca Raton, Florida 33432
Lynne Gaudel	123 N.W. 13th Street Suite 300 Boca Raton, Florida 33432

ARTICLE IX

DISSOLUTION

In the event of the dissolution of the Association, other than incident to a merger or consolidation, any Member may petition the Circuit Court of the Seventeenth Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Properties, in the place and instead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and the Properties.

ARTICLE X

DURATION

The corporation shall exist perpetually.

ARTICLE XI

AMENDMENTS

Amendments to these Articles shall be proposed and adopted in the following manner:

1. Proposal. Amendments to these Articles may be proposed upon a vote of the majority of the entire Board adopting a resolution setting forth the proposed amendment to these Articles, directing that it be submitted to a vote at a special or annual meeting of members; or amendments may be proposed by the members of the Association upon a vote of the majority of the membership entitled to vote at a meeting for which notice of the proposed amendment has been given.

2. Call for Meeting. Upon the adoption of a resolution proposing any amendment or amendments to these Articles by said Board or members, such proposed amendment or amendments shall be transmitted to the President of the Association, or other officer of the Association in absence of the President, who shall thereupon call a special meeting of the membership, unless it is to be considered at an annual meeting. It shall be the duty of the Secretary to give each member written notice stating the purpose of the meeting, place, day and hour of the meeting, and setting forth the proposed amendment or a summary of the changes to be effected thereby. Notice shall be delivered not less than ten (10) or more than sixty (60) days before the date of the meeting, either personally or by first class mail. If the notice is mailed with postage thereon prepaid, at least thirty (30) days before the date of meeting, it may be done by a class of United States mail addressed to the member at his address as it appears on the membership books.

3. Vote Necessary. In order for such amendment or amendments to become effective, the same must be approved at a duly called meeting, by an affirmative vote of a majority of the votes of the entire membership entitled to vote thereon.

4. By Written Statement. If all the directors and all the members eligible to vote sign a written statement manifesting their intention that an amendment to these Articles be adopted, then the amendment shall thereby be adopted as though subsections 1., 2., and 3. above have been satisfied.

5. Filing. The Articles of Amendment containing said approved amendment or amendments shall be executed by the corporation by its President or Vice President and by its Secretary or Assistant Secretary and acknowledged by one of the officers signing such Articles. The Articles of Amendment shall set forth:

- (a) The name of the corporation.
- (b) The amendments so adopted.

(c) The date of the adoption of the amendment by the members.

Such Articles of Amendment shall be filed, along with the appropriate filing fees, within ten (10) days from said approval with the office of the Secretary of the State of Florida for approval.

ARTICLE XII

SUBSCRIBERS

The names and street addresses of the Subscribers to these Articles of Incorporation are the same as listed in Article VIII hereof.

ARTICLE XIII

OFFICERS

The Board of Directors shall elect the President, Secretary, Treasurer, and as many Vice-Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors shall from time to time determine.

The names and addresses of the Officers who shall serve until their successors are designated by the Board of Directors are as follows:

President:	Gregory A. Pfen	123 N.W. 13th Street Suite 300 Boca Raton, Florida 33432
Vice-President:	Harry Engelstein	123 N.W. 13th Street Suite 300 Boca Raton, Florida 33432
Secretary-Treasurer:	Lynne Gaudet	123 N.W. 13th Street Suite 300 Boca Raton, Florida 33432

ARTICLE XIV

BY-LAWS

The original By-Laws of the Association shall be adopted by a majority vote of the Directors. Thereafter, the By-Laws of the Association may be amended, altered or rescinded at a regular or special meeting of the members by a vote of a majority of a quorum of members present in person or by proxy.

ARTICLE XV

INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Association shall and does hereby indemnify and hold harmless every Director and every Officer, their heirs, executors and administrators, against all loss, cost and expenses reasonably incurred in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Director or Officer of the Association, including reasonable counsel fees, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or Officer may be entitled.

ARTICLE XVI

TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED


No contract or transaction between the Association and one (1) or more of its Directors or Officers, or between the Association and any other corporation, partnership, association, or other organization in which one (1) or more of its officers or directors are Officers or Directors of this Association shall be invalid, void or voidable solely for this reason, or solely because the Officer or Director is present at, or participates in, meetings of the Board or Committee thereof which authorized the contract or transaction, or solely because said Officers' or Directors' votes are counted for such purpose. No Director or Officer of the Association shall incur liability by reason of the fact that said Director or Officer may be interested in any such contract or transaction.

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

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 4 day of January, 1995.


GREGORY A. PILLEN


HARRY ENGELSTEIN

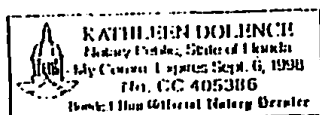

LYNNE GAUDET

STATE OF FLORIDA)

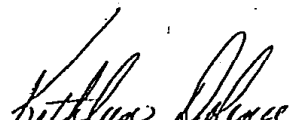
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared GREG PILLEN, HARRY ENGELSTEIN, and LYNNE GAUDET, who are personally known to me and who did/did not take an oath.

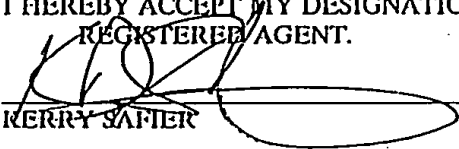
WITNESS my hand and official seal in the County and State last aforesaid this 4 day of January, 1995.



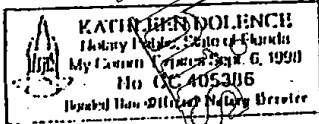
(NOTARIAL SEAL)


NOTARY PUBLIC
Print name: Kathleen Dolence
Commission No. CC 405386
My Commission Expires: 9/6/98

I HEREBY ACCEPT MY DESIGNATION AS
REGISTERED AGENT.


KERRY SAFFIER

Sworn to and subscribed before me this 4 day of January, 1995.




NOTARY PUBLIC

Print name: Kathleen Dolence

Commission No. CC 405386

My Commission Expires: 9/6/98

(NOTARIAL SEAL)

This is not a certified copy

EXHIBIT "D"

**ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
REGENCY LAKE ESTATES HOMEOWNERS ASSOCIATION, INC.
(A Corporation Not-For-Profit)**

FILED
95 MAY -1 PM 3:38
SECRETARY OF STATE
TALLAHASSEE FLORIDA

1. The name of the corporation is REGENCY LAKE ESTATES HOMEOWNERS ASSOCIATION, INC. (the "Corporation").

2. Article I of the Articles of Incorporation of the Corporation is amended to read as follows:


ARTICLE I

The name of the Corporation is **C. L. E. HOMEOWNERS ASSOCIATION, INC.**, hereinafter called the "Association".

3. This Amendment was approved and adopted by unanimous consent of the Board of Directors to the Corporation pursuant to Article XI of the Articles of Incorporation of the Corporation on March 28, 1995. There are no members entitled to vote on the amendment.

IN WITNESS WHEREOF, REGENCY LAKE ESTATES HOMEOWNERS ASSOCIATION, INC. k/n/a C. L. E. HOMEOWNERS ASSOCIATION, INC. has caused these Articles of Amendment to be executed on this 26th day of April, 1995.

**REGENCY LAKE ESTATES
HOMEOWNERS ASSOCIATION, INC.
k/n/a C. L. E. HOMEOWNERS
ASSOCIATION, INC.**

By: 
GREGORY A. PILLEN, President

ORE 5133 Pg 1995

EXHIBIT "E"

BY-LAWS

OF

C. L. E. HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is C. L. E. HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 123 N.W. 13th Street, Suite 300, Boca Raton, Florida 33432 but meetings of members and Directors may be held at such places within the State of Florida, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

The definitions of words as defined in the Declaration of Covenants for C. L. E. Homeowners Association, Inc. ("Declaration") to which these By-Laws are attached as Exhibit "E" and recorded in the Public Records of Palm Beach County, Florida, are incorporated herein by reference and made a part hereof.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The annual meeting of the members shall be held at least once each calendar year on a date and at a time to be determined by the Board of Directors for the purpose of electing directors and transacting any other business as may be determined by the directors.

Section 2. Meetings Prior to First Election. Prior to the first election of Directors by Members as set forth in the Articles of Incorporation, no meetings of Members shall take place unless the Board of Directors, in its sole discretion, determines to call a meeting of Members by providing written notice thereof in accordance with the provisions of Section 4 below, for the purpose as set forth in such notice; and should a meeting be called, which is not in accordance with the foregoing, the proceedings of such unauthorized meeting shall have no effect, unless subsequently approved in writing by the Board of Directors.

Section 3. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-tenth (1/10) of all of the voting interests of the Association.

Section 4. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary, or person authorized to call the meeting,

by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting (provided, however, in the case of an emergency, four (4) days' notice will be deemed sufficient) to each member entitled to vote thereat addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

Section 5. Quorum. The presence at the meeting of members entitled to cast, or proxies entitled to cast, at least thirty percent (30%) of the total voting interests of the Association shall constitute a quorum for any action, except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If a quorum has been attained, the Vote of Members, present in person or by proxy, entitled to vote at least a majority of the voting interests of the Association shall be binding upon all members for all purposes, except as otherwise provided by law, the Declaration, the Articles of Incorporation of these By-Laws. If, however, such quorum shall not be present or represented at any meeting, said meeting may be adjourned to a different date, time or place if the same is announced at that meeting before an adjournment is taken, or notice must be given of the new date, time or place pursuant to F.S. 617.303(2). Any business that might have been transacted on the original date of the meeting may be transacted at the adjourned meeting. If a new record date for the adjourned meeting is or must be fixed under F.S. 617.0707, notice of the adjourned meeting must be given to persons who are entitled to vote and are Members as of the new record date but were not Members as of the previous record date.

Section 6. Proxies. The Members have the right to vote in person or by proxy. To be valid, a proxy must be dated, must state the date, time and place of the meeting for which it was given, and must be signed by the authorized person who executed the proxy. A proxy is effective only for the specific meeting for which it was originally given, as the meeting may lawfully be adjourned and reconvened from time to time, and automatically expire 90 days after the date of the meeting for which it was originally given. A proxy is revocable at any time at the pleasure of the person who executes it. If the proxy form expressly so provides, any proxy holder may appoint in writing, a substitute to act in his place.

Section 7. Recording. Any Parcel Owner may tape record or videotape meetings of the Members. The Board of Directors of the Association may adopt reasonable rules governing the taping of meetings of the membership.

Section 8. Minutes of Meetings. Minutes of meetings of the Members of the Association must be maintained in written form or in another form that can be converted into written form within a reasonable time.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Management of Association. The affairs of the Association shall be managed by a Board of Directors consisting of not less than three (3) nor more than seven (7) persons who need not be Members of the Association. The first Board shall consist of three (3) members; thereafter, the number of the Directors may be increased to a maximum of seven (7), by a majority vote of the Board of Directors.

Section 2. First Board. The First Board shall consist of three (3) persons as designated by Developer, and they shall serve until their successors are appointed or elected as hereinafter set forth. Developer-designated members to the Board may, in the absolute discretion of Developer, be removed and replaced with any such person or persons as determined by Developer. Such removal and replacement shall be accomplished by written

notice from Developer to the Board of Directors.

Section 3. Election by Members other than Developer. Members other than Developer are entitled to elect a majority of the members of the Board of Directors of the Association when the earlier of one of the following events occurs (for the purposes of this Section, the term "Members other than Developer" shall not include builders, Contractors or others who purchase a Parcel for the purpose of constructing improvements thereon for resale):

- a. three (3) months after 75% of the Parcels in Cypress Lake Estates that will ultimately be operated by the Association have been conveyed to Parcel Owners;
- b. five (5) years following the conveyance of the first Parcel in Cypress Lake Estates to a Parcel Owner; or
- c. such earlier date as Developer may determine.

Section 4. Developer's Right to Elect. The Developer is entitled to elect at least one (1) member of the Board of Directors of the Association as long as Developer holds for sale in the ordinary course of business at least five percent (5%) of the Parcels of Cypress Lake Estates. After the Developer relinquishes control of the Association, the Developer may exercise the voting interests attributable to Parcels owned by Developer in the same manner as any other Member, except for purposes of reacquiring control of the Association or selecting the majority of the members of the Board of Directors.

Section 5. Term of Office. Directors shall be elected for one (1) year terms, and shall serve until their successors are duly elected or appointed. Election of Directors shall be held at or in conjunction with the annual meeting.

Section 6. Removal. At such time as the members of the Association are permitted to elect Directors, any Director may be removed from the Board with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 7. Compensation. No Director shall receive compensation for any service such Director may render to the Association. However, any Director may be reimbursed for such Director's actual expenses incurred in the performance of such Director's duties.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

The nomination and election of Directors by Members, other than Developer, shall be conducted as follows:

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the election meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors at least sixty (60) days prior to each annual meeting of the members to serve until the close of that annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall, in its discretion, determine, but not less than the number of vacancies that are to be filled.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot, unless unanimously waived by all members present. At each election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held on such dates and at such place and hour as may be fixed, from time to time, by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) Directors after not less than three (3) days' notice to each Director.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4. Open Meetings. Pursuant to F.S. 617.303, a meeting of the Board of Directors of the Association occurs whenever a quorum of the Board gathers to conduct Association business. All meetings of the Board must be open to all Members except for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege. Any Parcel Owner may tape record or videotape meetings of the Board of Directors. The Board of Directors may adopt reasonable rules governing the taping of meetings of the Board.

Section 5. Notice. Pursuant to F.S. 617.303, notices of all Board meetings must be posted in a conspicuous place in Cypress Lake Estates at least 48 hours in advance of a meeting, except in an emergency; in the alternative, as so determined by the Board, notice of each Board meeting may be mailed or delivered to each Member at least seven (7) days before the meeting, except in an emergency. Assessments may not be levied at a Board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of the assessments.

Section 6. Voting. Directors may not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in the election of officers.

Section 7. Minutes. Minutes of all meetings of the Board of Directors must be maintained in written form or in another form that can be converted into written form within a reasonable time. A vote or abstention from voting on each matter voted upon by each Director present at a Board meeting must be recorded in the minutes.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the powers reasonably necessary to operate and maintain the Association, including, but not limited to, the following:

(a) Adopt and publish rules and regulations governing the use of the Common areas and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties and/or fines and suspensions for the infraction thereof;

(b) Suspend the voting rights of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association;

(c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation or the Declaration.

(d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors.

(e) Employ a manager, an independent Contractor, or such other employees as they deem necessary, prescribe their duties and delegate any or all of the duties and functions of the Association and/or its officers; and

Section 2. Duties. It shall be the duty of the Board of Directors to cause the Association to perform the purposes for which it was formed, including, but not limited to, the following:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present statement thereof to the members at the annual meeting of the members;

(b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) As more fully provided in the Declaration, to fix the amount of the annual assessment against each Parcel and send notice thereof to every Parcel Owner at least thirty (30) days in advance of each annual assessment period;

(d) Issue or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not an assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) Procure and maintain such insurance as deemed necessary by the Board of Directors;

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as required by the Declaration;

(g) Perform all other duties and responsibilities as provided in the Declaration;

(h) Perform all duties and responsibilities as provided in the Master Declaration, as described in Article XVIII of the Declaration.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a

President and Vice-President, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

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

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

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of officers are as follows:

PRESIDENT

(a) The President shall preside at all meetings of the members and Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and or written instruments and shall co-sign all checks and promissory notes.

VICE PRESIDENT

(b) The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

SECRETARY

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board. The Secretary of the Association shall maintain a register showing the names and addresses of members. It shall be the obligation of the individual members to advise the Secretary of the Association of any change of address and ownership as otherwise provided. The Association, for purposes of notification, shall have the right to rely on the last given address of each of the members. A copy of such register shall be furnished to the Community

Association within fifteen (15) days of request therefor by the Community Association.

TREASURER

(1) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by Resolution of the Board of Directors; shall sign all checks, and promissory notes of the Association; keep proper books of account, and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

Section 9. Compensation. No Officer shall receive compensation for any service such Officer may render to the Association. However, any Officer may be reimbursed for such Officer's actual expenses incurred in the performance of such Officer's duties.

ARTICLE IX

COMMITTEES

The Board of Directors shall fill any vacancies on the Architectural Committee for a term as the Board determines, as provided in the Declaration, and appoint a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

Pursuant to the provisions of F.S. 617.303(2), the meetings of any Committee shall comply with the provisions of 617.303(2) including, but not limited to, the following: A meeting occurs whenever a quorum of the Committee gathers to conduct Association business. All meetings must be opened to all Members of the Association except for meetings between the Committee and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be covered by the attorney-client privilege. Notice of all Committee meetings must be posted in a conspicuous place in the Community at least 48 hours in advance of a meeting, except in an emergency; in the alternative, if notice is not posted in a conspicuous place, notice of each meeting must be mailed or delivered to each Member of the Association at least seven days before the meeting, except in an emergency.

ARTICLE X

BOOKS AND RECORDS

The Association shall maintain the specific items set forth in Florida Statute 617.303(4), constituting the "Official Records" of the Association for such periods of time as therein set forth. Inspection and copying of the Official Records of the Association shall be permitted pursuant to the provisions of 617.303(5). The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased, by such member, at a reasonable cost.

ARTICLE XI

FINANCIAL REPORTING

The Association shall prepare and distribute financial information pursuant to the provisions of Florida Statute 617.303(7). The annual financial report shall either be prepared within 60 days after the close of the fiscal year and shall either be provided to each Member, or notice shall be provided that the same is available, within ten business days

after such 60 day period.

ARTICLE XII

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, a late fee of \$25.00, beginning from the due date, may be levied by the Board of Directors for each month the assessment is late, and the Association may bring an action at law against the Parcel Owner personally obligated to pay the same and/or foreclose the lien against the property, and interest, costs, and reasonable attorneys' fees incurred by the Association in connection with collection and/or appeal shall be added to the amount of such assessment. No Parcel Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Parcel..

ARTICLE XIII

FINES AND SUSPENSIONS

Section 1. Statutory Authority. As permitted under the provisions of Florida Statute 617.305(2), the Association may suspend, for a reasonable period of time, the rights of a Member or a Member's tenants, guests or invitees, or both, to use Common Areas and facilities, and may levy reasonable fines, not to exceed \$50.00 per violation, against any Member or any tenant, guest or invitee.

Section 2. Notice and Hearing. A fine or suspension may not be imposed without notice of at least 14 days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three members appointed by the Board of Directors who are not officers, directors, or employees of the Association, nor the spouse, parent, child, brother or sister of an officer, director, or employee. If the committee by majority vote does not approve a proposed fine or suspension, it may not be imposed.

Section 3. Not Apply for Failure to Pay Assessments. The provisions of this Article XIII may not be imposed upon any Member because of the failure of the Member to pay assessments or other charges when due.

Section 4. Shall Not Impair Ingress or Egress. Suspension of Common Area use rights shall not impair the right of a Parcel Owner or tenant of a Parcel to have vehicular or pedestrian ingress to and egress from the Parcel including, but not limited to, the right to park.

Section 5. May Not Suspend Voting Rights. Pursuant to F.S. 617.305, a Member's voting rights shall not be suspended by the Association under the provisions hereof.

ARTICLE XIV

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: C. L. E. HOMEOWNERS ASSOCIATION, INC., a Corporation Not For Profit, 1995.

ARTICLE XV

AMENDMENTS

Section 1. Until such time as Class B membership ceases, these By-Laws may be amended, altered or rescinded by a majority vote of the Board of Directors; and thereafter at a regular or special meeting of the members, by members entitled to vote fifty percent (50%) of the voting interests of the Association.

PROVISO. Any amendment to these By-Laws requires prior approval of HUD/VA as long as there is a Class B Membership and HUD/VA has approved the project and is insuring and guaranteeing any mortgage thereon.

ARTICLE XVI

MISCELLANEOUS

Section 1. The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Section 2. Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by eighty percent (80%) of all the votes entitled to be cast by all of the Voting Members. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of assessments as provided in Article V hereof, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the Developer or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

IN WITNESS WHEREOF, We, being all of the directors of C. L. E. HOMEOWNERS ASSOCIATION, INC. have hereunto set our hands this _____ day of _____, 1995.

GREGORY A. RILLEN

HARRY ENGELSTEIN

LYNNE GAUDET

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is given this ____ day of _____, 1995 by ENGLE HOMES/PALM BEACH, INC., 123 N.W. 13th Street, Boca Raton, Florida 33432 ("Grantor") to the South Florida Water Management District ("Grantee"). As used herein, the term Grantor shall include any successor or assignee of the Grantor, and the term Grantee shall include any successor or assignee of Grantee.

WITNESSETH

WHEREAS, the Grantor is the owner of certain lands situated in Palm Beach County, Florida, and more specifically described as the Plat of Regency Lake Estates as recorded in Plat Book 75 Page 100 through 106 inclusive of the public records of Palm Beach County, Florida ("Property"); and

WHEREAS, the Grantor desires to construct Regency Lake Estates ("Project") the Property in Palm Beach County, which is subject to the regulatory jurisdiction of South Florida Water Management District ("District"); and

WHEREAS, the Plat of Regency Lake Estates designates tracts W.1 and W.2 as areas available for conservation and/or mitigation ("Conservation Areas"); and

WHEREAS, District Surface Water Management (or Wetlands Resource) Permit No. 50-03452-5 ("Permit") authorizes activities which affect surface waters in or of the State of Florida; and

WHEREAS, the Grantor has developed and proposed as part of the permit conditions a conservation tract and maintenance buffer involving preservation of certain wetland and/or systems on the Property; and

WHEREAS, the Grantor, in consideration of the consent granted by the Permit is agreeable to granting and securing to the Grantee a perpetual conservation easement as defined in Section 704.06, Florida Statutes (1993), over the Property;

NOW, THEREFORE, in consideration of the issuance of the Permit to construct and operate the permitted activity, Grantor hereby grants, creates, and establishes a perpetual conservation easement for the Grantee upon the areas which shall run with the land and be binding upon the Grantor, its heirs, successors and assigns, ("hereinafter Grantor"), and remain in full force and effect forever.

The scope, nature, and character of this conservation easement shall be as follows:

1. It is the purpose of the conservation easement to retain land or water areas in their natural, scenic, open, agricultural or wooded condition and to retain such areas as suitable habitat for fish, plants or wildlife.

To carry out this purpose, the following rights are conveyed to Grantee by this easement:

- (a) To enter upon the property at reasonable times to enforce the rights herein granted in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Property by Grantor at the time of such entry; and
- (b) To enjoin any activity on or use of the Property that is inconsistent with this conservation easement and to enforce the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use.

2. The following activities are prohibited in or on the Property:

- (a) Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;
- (b) Dumping or placing of soil or other substance or material as landfill, or

dumping or placing of trash, waste, or unsightly or offensive materials;

- (c) Removal or destruction of trees, shrubs, or other vegetation, except for the removal of exotic vegetation in accordance with a District approved maintenance plan;

- (d) Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;

- (e) Surface use except for purposes that permit the land or water area to remain in its natural condition;

- (f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation;

- (g) Acts or uses detrimental to such aforementioned retention of land or water areas;

- 3. Grantor reserves all rights as owner of the Property, including the right to engage in uses of the Property that are not prohibited herein.

- 4. Reservation of Riparian Rights. The following rights are specifically reserved to the Grantor, its heirs, successors and assigns:

- a. The Grantor may conduct limiting land clearing for the purpose of constructing boat docks and their adjoining boardwalks.

- b. Plans for the construction of boardwalks to the boat docks shall be in accordance with construction design plans approved by the District. Any proposed plans which shall result in clearing of vegetation shall be submitted to the District for review and approval prior to any construction. Grantor shall minimize and avoid, to the fullest extent possible, impact to any wetland or buffer areas within the Conservation Easement Area. This reservation does not relieve the Grantor from obtaining any necessary federal, state or local government permit authorizations for these activities.

- c. Since there are navigable waters adjacent to the conservation area, boats and other similar surface uses are permissible within the navigable areas of the conservation area.

- 5. No right of access by the general public to any portion of the Property is conveyed by this conservation easement.

- 6. Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep and maintenance of the Property.

- 7. Grantor shall pay any and all real property taxes and assessments levied by competent authority on the Property.

- 8. Any costs incurred in enforcing, judicially or otherwise, the terms and restrictions of this conservation easement shall be borne by and recoverable against the non-prevailing party in such proceedings.

- 9. Enforcement of the terms and provisions of the conservation easements shall be at the reasonable discretion of Grantee, and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor shall not be deemed or construed to be a waiver of Grantee's rights hereunder.

- 10. Grantee will hold this conservation easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this conservation easement except to another organization qualified to hold such interests under the applicable state laws.

- 11. If any provision of this conservation easement or the application thereof to any

person or circumstances is found to be invalid, the remainder of the provisions of this conservation easement shall not be affected thereby, as long as the purpose of the conservation easement is preserved.

12. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.
13. The terms, conditions, restrictions and purposes of this conservation easement shall be inserted by Grantor in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Property. Any future holder of the Grantor's interest in the Property shall be notified in writing by Grantor of this conservation easement.
14. This conservation easement may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, assigns and successors-in-interest, which shall be filed in the public records in Palm Beach County.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever. The covenants, terms, conditions, restrictions and purposes imposed with this conservation easement shall not only be binding upon Grantor, but also its agents, heirs, successors and assigns, and shall continue as a servitude running in perpetuity with the Property.

Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said property in fee simple; that Grantor has good right and lawful authority to convey this conservation easement; and that it hereby fully warrants and defends the title to the conservation easement hereby conveyed against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, ENGLE HOMES/PALM BEACH, INC. has hereunto set its authorized hand this ____ day of _____, 1995.

Signed, sealed and delivered
in our presence as witnesses:

ENGLE HOMES/PALM BEACH, INC.
a Florida Corporation

Print Name:

Print Name

By: _____
Print Name: _____
Title: _____

STATE OF FLORIDA
) ss:
COUNTY OF _____

On this ____ day of _____, 199__ before me, the undersigned notary public, personally appeared _____, personally known to me to be the person who subscribed to the foregoing instrument and did not take an oath, as the (position) _____, of (corporation) _____, a Florida corporation, and acknowledged that he executed the same on behalf of said corporation and that he was duly authorized to do so.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

Print Name:
My Commission Expires:

South Florida Water Management District
Legal Form Approved: _____
Date: _____

EXHIBIT "G"



South Florida Water Management District
Certification For Stormwater Discharge

Form 20113
Rev. 1/91

SURFACE WATER MANAGEMENT PERMIT NO. 50-03452-S
(NON-ASSIGNABLE)

Date Issued: MAY 11, 1995

Authorizing: CONSTRUCTION AND OPERATION OF SURFACE WATER MANAGEMENT SYSTEM
SERVING PHASE 1 (80.4 ACRES) RESIDENTIAL DEVELOPMENT, DISCHARGING
INTO THE LWB L-12 CANAL.

Located In: PALM BEACH COUNTY, SEC. 30 TWP. 44S RGE. 42E

Issued To: ENGLE HOMES INC
(REGENCY LAKE ESTATES)
123 NW 13TH STREET
BOCA RATON, FL 33432

This Permit is issued pursuant to Application for Permit No. 94102515 dated October 25, 1994. Permittee agrees to hold and save the South Florida Water Management District and its successors harmless from any and all damages, claims or liabilities which may arise by reason of the construction, operation, maintenance or use of any work or structure involved in the Permit. Said Application, including all plans and specifications attached thereto, as addressed by the Staff Report, is by reference made a part hereof.

This Permit may be revoked or modified at anytime pursuant to the appropriate provisions of Chapter 373, Florida Statutes.

This Permit does not convey to Permittee any property rights or privileges other than those specified herein, nor relieve the Permittee from complying with any law, regulation or requirement affecting the rights of other bodies or agencies. All structures and works installed by Permittee hereunder shall remain the property of the Permittee.

Within thirty (30) days after the completion of the construction of any work or structure relative to this Permit, the Permittee shall file with the District a written statement of completion on the appropriate form provided by the Board.

Special Conditions are as follows:

SEE SHEETS 2-4 OF 7 - 20 SPECIAL CONDITIONS.
SEE SHEETS 5-7 OF 7 - 19 LIMITING CONDITIONS.

Filed with the Clerk of the South
Florida Water Management District

South Florida Water Management
District, by its Governing Board

On 5-15-95
By [Signature]
Deputy Clerk

By [Signature]
Assistant Secretary

PERMIT NO: 50-03452-S
PAGE 2 OF 7

SPECIAL CONDITIONS

1. MINIMUM BUILDING FLOOR ELEVATION: 19.9 FEET NGVD.
2. MINIMUM ROAD CROWN ELEVATION: 18 FEET NGVD.
3. DISCHARGE FACILITIES:
 - 1-1' WIDE RECTANGULAR ORIFICE WEIR WITH CREST AT ELEV. 16.83' NGVD.
 - 1-.71' W X .5' H TRIANGULAR ORIFICE WITH INVERT AT ELEV. 16' NGVD.
 - 50 LF OF 2' DIA. RCP CULVERT.

RECEIVING BODY : LWDD L-12 CANAL

CONTROL ELEV : 16 FEET NGVD, 16 FEET NGVD DRY SEASON.
4. THE PERMITTEE SHALL BE RESPONSIBLE FOR THE CORRECTION OF ANY EROSION, SHOALING OR WATER QUALITY PROBLEMS THAT RESULT FROM THE CONSTRUCTION OR OPERATION OF THE SURFACE WATER MANAGEMENT SYSTEM.
5. MEASURES SHALL BE TAKEN DURING CONSTRUCTION TO INSURE THAT SEDIMENTATION AND/OR TURBIDITY PROBLEMS ARE NOT CREATED IN THE RECEIVING WATER.
6. THE DISTRICT RESERVES THE RIGHT TO REQUIRE THAT ADDITIONAL WATER QUALITY TREATMENT METHODS BE INCORPORATED INTO THE DRAINAGE SYSTEM IF SUCH MEASURES ARE SHOWN TO BE NECESSARY.
7. LAKE SIDE SLOPES SHALL BE NO STEEPER THAN 4:1 (HORIZONTAL:VERTICAL) TO A DEPTH OF TWO FEET BELOW THE CONTROL ELEVATION. SIDE SLOPES SHALL BE NURTURED OR PLANTED FROM 2 FEET BELOW TO 1 FOOT ABOVE CONTROL ELEVATION TO INSURE VEGETATIVE GROWTH.
8. FACILITIES OTHER THAN THOSE STATED HEREIN SHALL NOT BE CONSTRUCTED WITHOUT AN APPROVED MODIFICATION OF THIS PERMIT.
9. OPERATION OF THE SURFACE WATER MANAGEMENT SYSTEM SHALL BE THE RESPONSIBILITY OF REGENCY LAKE ESTATES HOMEOWNERS ASSOCIATION, INC. THE PERMITTEE SHALL SUBMIT A COPY OF THE RECORDED DEED RESTRICTIONS (OR DECLARATION OF CONDOMINIUM, IF APPLICABLE), A COPY OF THE FILED ARTICLES OF INCORPORATION, AND A COPY OF THE CERTIFICATE OF INCORPORATION FOR THE HOMEOWNERS ASSOCIATION CONCURRENT WITH THE ENGINEERING CERTIFICATION OF CONSTRUCTION COMPLETION.
10. SILT SCREENS, HAY BALES OR OTHER SUCH SEDIMENT CONTROL MEASURES SHALL BE UTILIZED DURING CONSTRUCTION. THE SELECTED SEDIMENT CONTROL MEASURES SHALL BE INSTALLED LANDWARD OF THE UPLAND BUFFER ZONES AROUND ALL PROTECTED WETLANDS. ALL AREAS SHALL BE STABILIZED AND VEGETATED IMMEDIATELY AFTER CONSTRUCTION TO PREVENT EROSION INTO THE WETLANDS AND UPLAND BUFFER ZONES.

PERMIT NO: 50-03452-S
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11. PERMANENT PHYSICAL MARKERS DESIGNATING THE PRESERVE STATUS OF THE WETLAND PRESERVATION AREAS AND BUFFER ZONES SHALL BE PLACED AT THE INTERSECTION OF THE BUFFER AND EACH LOT LINE. THESE MARKERS SHALL BE MAINTAINED IN PERPETUITY.
12. PRIOR TO THE COMMENCEMENT OF CONSTRUCTION, THE PERIMETER OF THE PROTECTED WETLANDS AND BUFFER ZONES SHALL BE FENCED TO PREVENT ENCROACHMENT INTO THE WETLANDS. THE PERMITTEE SHALL NOTIFY THE SFWM'S ENVIRONMENTAL COMPLIANCE STAFF IN WRITING UPON COMPLETION OF FENCING AND SCHEDULE AN INSPECTION OF THIS WORK. THE PERMITTEE SHALL MODIFY THE FENCING IF SFWM STAFF DETERMINES IT IS INSUFFICIENT OR IS NOT IN CONFORMANCE WITH THE INTENT OF THIS PERMIT. FENCING SHALL REMAIN IN PLACE UNTIL ALL ADJACENT CONSTRUCTION ACTIVITIES ARE COMPLETE.
13. THE SFWM RESERVES THE RIGHT TO REQUIRE REMEDIAL MEASURES TO BE TAKEN BY THE PERMITTEE IF WETLAND AND/OR UPLAND MONITORING OR OTHER INFORMATION DEMONSTRATES THAT ADVERSE IMPACTS TO PROTECTED, CONSERVED, INCORPORATED OR MITIGATED WETLANDS OR UPLANDS HAVE OCCURRED DUE TO PROJECT RELATED ACTIVITIES.
14. ANY FUTURE CHANGES IN LAND USE OR TREATMENT OF WETLANDS AND/OR UPLAND BUFFER/COMPENSATION AREAS MAY REQUIRE A SURFACE WATER MANAGEMENT PERMIT MODIFICATION AND ADDITIONAL ENVIRONMENTAL REVIEW BY DISTRICT STAFF. PRIOR TO THE PERMITTEE INSTITUTING ANY FUTURE CHANGES NOT AUTHORIZED BY THIS PERMIT, THE PERMITTEE SHALL NOTIFY THE SFWM OF SUCH INTENTIONS FOR A DETERMINATION OF ANY NECESSARY PERMIT MODIFICATIONS.
15. A WETLAND MONITORING PROGRAM SHALL BE IMPLEMENTED WITHIN THE PROTECTED WETLANDS AND DETENTION AREAS. MONITORING SHALL BE CONDUCTED IN ACCORDANCE WITH EXHIBIT(S) 14 AND SHALL INCLUDE ANNUAL REPORTS SUBMITTED TO THE SFWM FOR REVIEW. MONITORING SHALL CONTINUE FOR A PERIOD OF 5 YEARS.
16. THE WETLAND CONSERVATION AREAS AND UPLAND BUFFER ZONES AND/OR UPLAND PRESERVATION AREAS SHOWN ON EXHIBIT(S) 4, 5 AND 6 MAY IN NO WAY BE ALTERED FROM THEIR NATURAL STATE. ACTIVITIES PROHIBITED WITHIN THE CONSERVATION AREAS INCLUDE, BUT ARE NOT LIMITED TO: CONSTRUCTION OR PLACING OF BUILDINGS ON OR ABOVE THE GROUND; DUMPING OR PLACING SOIL OR OTHER SUBSTANCES SUCH AS TRASH; REMOVAL OR DESTRUCTION OF TREES, SHRUBS, OR OTHER VEGETATION - WITH THE EXCEPTION OF EXOTIC/NUISANCE VEGETATION REMOVAL; EXCAVATION, DREDGING, OR REMOVAL OF SOIL MATERIAL; DIKING OR FENCING; AND ANY OTHER ACTIVITIES DETRIMENTAL TO DRAINAGE, FLOOD CONTROL, WATER CONSERVATION, EROSION CONTROL, OR FISH AND WILDLIFE HABITAT CONSERVATION OR PRESERVATION.
17. (A) NO LATER THAN JULY 11, 1995, THE PERMITTEE SHALL RECORD A CONSERVATION EASEMENT ON THE REAL PROPERTY DESIGNATED AS A CONSERVATION AREA(S) ON EXHIBIT(S) 4, 5 AND 6. THE CONSERVATION EASEMENT SHALL BE GRANTED TO THE SFWM AND SHALL CONTAIN THE ACTIVITY RESTRICTIONS SET FORTH IN SECTION 704.06(1), F.S. THE CONSERVATION EASEMENT SHALL BE IN SUBSTANTIAL CONFORMANCE WITH THE DRAFT CONSERVATION EASEMENT ATTACHED AS EXHIBIT(S) 12. ANY AMENDMENTS TO THE CONSERVATION EASEMENT SHALL BE APPROVED BY THE SFWM.
(B) NO LATER THAN JUNE 11, 1995, THE PERMITTEE SHALL SUBMIT TO THE SFWM, FOR REVIEW AND APPROVAL, TWO (2) COPIES OF THE FOLLOWING:

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1. SITE MAP OF CONSERVATION AREA
2. LEGAL DESCRIPTION OF CONSERVATION AREA
3. SURVEY BY PROFESSIONAL LAND SURVEYOR
4. PLAT (IF APPLICABLE)
5. TITLE INSURANCE/OPINION/COMMITMENT
6. FINAL DRAFT OF EASEMENT DOCUMENT

(C) THE CONSERVATION EASEMENT DRAFT SHALL BE APPROVED BY THE SFWMD PRIOR TO RECORDATION. NO LATER THAN AUGUST 10, 1995, THE PERMITTEE SHALL PROVIDE THE SFWMD WITH TWO (2) CERTIFIED COPIES OF THE RECORDED EASEMENT.

18. ACTIVITIES ASSOCIATED WITH IMPLEMENTATION OF THE WETLAND MITIGATION, MONITORING AND MAINTENANCE SHALL BE IN ACCORDANCE WITH THE FOLLOWING WORK SCHEDULE. ANY DEVIATION FROM THESE TIME FRAMES SHALL REQUIRE FORMAL SFWMD APPROVAL. SUCH REQUESTS MUST BE MADE IN WRITING AND SHALL INCLUDE (1) REASON FOR THE MODIFICATION; (2) PROPOSED START/FINISH DATES; AND (3) PROGRESS REPORT ON THE STATUS OF THE EXISTING MITIGATION EFFORTS.

COMPLETION DATE	ACTIVITY
NOVEMBER 30, 1995	BASLINE MONITORING REPORT
DECEMBER 31, 1995	EXOTIC VEGETATION REMOVAL
JANUARY 31, 1996	TIME ZERO MONITORING REPORT
JANUARY 31, 1997	FIRST MONITORING REPORT
JANUARY 31, 1998	SECOND MONITORING REPORT
JANUARY 31, 1999	THIRD MONITORING REPORT
JANUARY 31, 2000	FOURTH MONITORING REPORT
JANUARY 31, 2001	FIFTH MONITORING REPORT

19. A MAINTENANCE PROGRAM SHALL BE IMPLEMENTED IN ACCORDANCE WITH EXHIBIT(S) 14 FOR THE PRESERVED WETLAND AREAS AND UPLAND BUFFER ZONES ON A REGULAR BASIS TO ENSURE THE INTEGRITY AND VIABILITY OF THE CONSERVATION AREA(S) AS PERMITTED. MAINTENANCE SHALL BE CONDUCTED IN PERPETUITY TO ENSURE THAT THE CONSERVATION AREAS ARE MAINTAINED FREE FROM EXOTIC VEGETATION (BRAZILIAN PEPPER, MELALEUCA, AND AUSTRALIAN PINE) AND THAT OTHER NUISANCE SPECIES SHALL CONSTITUTE NO MORE THAN 10% OF TOTAL COVER.
20. ENDANGERED SPECIES, THREATENED SPECIES, OR SPECIES OF SPECIAL CONCERN HAVE BEEN OBSERVED ONSITE AND/OR THE PROJECT CONTAINS SUITABLE HABITAT FOR THESE SPECIES. IT SHALL BE THE PERMITTEE'S RESPONSIBILITY TO COORDINATE WITH THE FLORIDA GAME AND FRESH WATER FISH COMMISSION AND/OR U.S. FISH AND WILDLIFE SERVICE FOR APPROPRIATE GUIDANCE, RECOMMENDATIONS, AND/OR NECESSARY PERMITS TO AVOID IMPACTS TO LISTED SPECIES.

This is

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LIMITING CONDITIONS

1. THE PERMITTEE SHALL IMPLEMENT THE WORK AUTHORIZED IN A MANNER SO AS TO MINIMIZE ANY ADVERSE IMPACT OF THE WORKS ON FISH, WILDLIFE, NATURAL ENVIRONMENTAL VALUES, AND WATER QUALITY. THE PERMITTEE SHALL INSTITUTE NECESSARY MEASURES DURING THE CONSTRUCTION PERIOD, INCLUDING FULL COMPACTION OF ANY FILL MATERIAL PLACED AROUND NEWLY INSTALLED STRUCTURES, TO REDUCE EROSION, TURBIDITY, NUTRIENT LOADING AND SEDIMENTATION IN THE RECEIVING WATERS.
2. WATER QUALITY DATA FOR THE WATER DISCHARGED FROM THE PERMITTEE'S PROPERTY OR INTO SURFACE WATERS OF THE STATE WILL BE SUBMITTED TO THE DISTRICT AS REQUIRED BY SECTION 5.9, "BASIS OF REVIEW FOR SURFACE WATER MANAGEMENT PERMIT APPLICATIONS WITHIN SOUTH FLORIDA WATER MANAGEMENT DISTRICT - MARCH, 1994." PARAMETERS TO BE MONITORED MAY INCLUDE THOSE LISTED IN CHAPTER 62-302, F.A.C. IF WATER QUALITY DATA IS REQUIRED, THE PERMITTEE SHALL PROVIDE DATA ON VOLUMES OF WATER DISCHARGED, INCLUDING TOTAL VOLUME DISCHARGED DURING THE DAYS OF SAMPLING AND TOTAL MONTHLY DISCHARGES FROM THE PROPERTY OR INTO SURFACE WATERS OF THE STATE.
3. THIS PERMIT SHALL NOT RELIEVE THE PERMITTEE OF ANY OBLIGATION TO OBTAIN NECESSARY FEDERAL, STATE, LOCAL OR SPECIAL DISTRICT APPROVALS.
4. THE OPERATION PHASE OF THIS PERMIT WILL NOT BECOME EFFECTIVE UNTIL THE DISTRICT'S ACCEPTANCE OF CERTIFICATION OF THE COMPLETED SURFACE WATER MANAGEMENT SYSTEM. THE PERMITTEE SHALL REQUEST TRANSFER OF THE PERMIT TO THE RESPONSIBLE OPERATIONAL ENTITY ACCEPTED BY THE DISTRICT, IF DIFFERENT FROM THE PERMITTEE. THE TRANSFER REQUEST CAN BE SUBMITTED CONCURRENTLY WITH THE CONSTRUCTION COMPLETION CERTIFICATION.
5. ALL ROAD ELEVATIONS SHALL BE SET IN ACCORDANCE WITH THE CRITERIA SET FORTH IN SECTION 6.5, "BASIS OF REVIEW FOR SURFACE WATER MANAGEMENT PERMIT APPLICATIONS WITHIN SOUTH FLORIDA WATER MANAGEMENT DISTRICT - MARCH, 1994."
6. ALL BUILDING FLOOR ELEVATIONS SHALL BE SET IN ACCORDANCE WITH THE CRITERIA SET FORTH IN SECTION 6.4, "BASIS OF REVIEW FOR SURFACE WATER MANAGEMENT PERMIT APPLICATIONS WITHIN SOUTH FLORIDA WATER MANAGEMENT DISTRICT - MARCH, 1994."
7. OFF-SITE DISCHARGES DURING CONSTRUCTION AND DEVELOPMENT WILL BE MADE ONLY THROUGH THE FACILITIES AUTHORIZED BY THIS PERMIT.
8. A PERMIT TRANSFER TO THE OPERATION PHASE SHALL NOT OCCUR UNTIL A RESPONSIBLE ENTITY MEETING THE REQUIREMENT IN SECTION 9.0, "BASIS OF REVIEW FOR SURFACE WATER MANAGEMENT PERMIT APPLICATIONS WITHIN SOUTH FLORIDA WATER MANAGEMENT DISTRICT - MARCH, 1994," HAS BEEN ESTABLISHED TO OPERATE AND MAINTAIN THE SYSTEM. THE ENTITY MUST BE PROVIDED WITH SUFFICIENT OWNERSHIP OR LEGAL INTEREST SO THAT IT HAS CONTROL OVER ALL WATER MANAGEMENT FACILITIES AUTHORIZED HEREIN.
9. THE PERMIT DOES NOT CONVEY TO THE PERMITTEE ANY PROPERTY RIGHT NOR ANY

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RIGHTS OR PRIVILEGES OTHER THAN THOSE SPECIFIED IN THE PERMIT AND CHAPTER 40E-4, FAC.

10. THE PERMITTEE SHALL HOLD AND SAVE THE DISTRICT HARMLESS FROM ANY AND ALL DAMAGES, CLAIMS, OR LIABILITIES WHICH MAY ARISE BY REASON OF THE CONSTRUCTION, OPERATION, MAINTENANCE OR USE OF ANY FACILITY AUTHORIZED BY THE PERMIT.
11. THIS PERMIT IS ISSUED BASED ON THE APPLICANT'S SUBMITTED INFORMATION WHICH REASONABLY DEMONSTRATES THAT ADVERSE WATER RESOURCE RELATED IMPACTS WILL NOT BE CAUSED BY THE COMPLETED PERMIT ACTIVITY. SHOULD ANY ADVERSE IMPACTS CAUSED BY THE COMPLETED SURFACE WATER MANAGEMENT SYSTEM OCCUR, THE DISTRICT WILL REQUIRE THE PERMITTEE TO PROVIDE APPROPRIATE MITIGATION TO THE DISTRICT OR OTHER IMPACTED PARTY. THE DISTRICT WILL REQUIRE THE PERMITTEE TO MODIFY THE SURFACE WATER MANAGEMENT SYSTEM, IF NECESSARY, TO ELIMINATE THE CAUSE OF THE ADVERSE IMPACTS.
12. WITHIN 30 DAYS OF ISSUANCE OF THIS PERMIT, THE PERMITTEE OR AUTHORIZED AGENT SHALL NOTIFY THE DISTRICT (VIA THE SUPPLIED CONSTRUCTION COMMENCEMENT NOTICE OR EQUIVALENT) OF THE ACTUAL OR ANTICIPATED CONSTRUCTION START DATE AND THE EXPECTED COMPLETION DATE.
13. WHEN THE DURATION OF CONSTRUCTION EXCEEDS ONE YEAR, THE PERMITTEE OR AUTHORIZED AGENT SHALL SUBMIT CONSTRUCTION STATUS REPORTS ON AN ANNUAL BASIS (VIA THE SUPPLIED ANNUAL STATUS REPORT OR EQUIVALENT) BEGINNING ONE YEAR AFTER THE INITIAL COMMENCEMENT OF CONSTRUCTION.
14. WITHIN 30 DAYS AFTER COMPLETION OF CONSTRUCTION OF THE SURFACE WATER MANAGEMENT SYSTEM, THE PERMITTEE OR AUTHORIZED AGENT SHALL FILE A WRITTEN STATEMENT OF COMPLETION AND CERTIFICATION BY A FLORIDA REGISTERED PROFESSIONAL ENGINEER. THESE STATEMENTS MUST SPECIFY THE ACTUAL DATE OF CONSTRUCTION COMPLETION AND MUST CERTIFY THAT ALL FACILITIES HAVE BEEN CONSTRUCTED IN SUBSTANTIAL CONFORMANCE WITH THE PLANS AND SPECIFICATIONS APPROVED BY THE DISTRICT (VIA THE SUPPLIED CONSTRUCTION COMPLETION/ CONSTRUCTION CERTIFICATION OR EQUIVALENT). THE CONSTRUCTION COMPLETION CERTIFICATION MUST INCLUDE, AT A MINIMUM, EXISTING ELEVATIONS, LOCATIONS AND DIMENSIONS OF THE COMPONENTS OF THE WATER MANAGEMENT FACILITIES. ADDITIONALLY, IF DEVIATIONS FROM THE APPROVED DRAWING ARE DISCOVERED DURING THE CERTIFICATION PROCESS, THE CERTIFICATION MUST BE ACCOMPANIED BY A COPY OF THE APPROVED PERMIT DRAWINGS WITH DEVIATIONS NOTED.
15. WITHIN 30 DAYS OF ANY SALE, CONVEYANCE OR OTHER TRANSFER OF ANY OF THE LAND WHICH IS PROPOSED FOR DEVELOPMENT UNDER THE AUTHORIZATION OF THIS PERMIT, THE PERMITTEE SHALL NOTIFY THE DISTRICT OF SUCH TRANSFER IN WRITING VIA EITHER FORM 0483, REQUEST FOR PERMIT TRANSFER; OR FORM 0920, REQUEST FOR TRANSFER OF SURFACE WATER MANAGEMENT CONSTRUCTION PHASE TO OPERATION PHASE (TO BE COMPLETED AND SUBMITTED BY THE OPERATING ENTITY), IN ACCORDANCE WITH SECTIONS 40E-1.6105 AND 40E-4.351, F.A.C.
16. A PRORATED SHARE OF SURFACE WATER MANAGEMENT RETENTION/DETENTION AREAS, SUFFICIENT TO PROVIDE THE REQUIRED FLOOD PROTECTION AND WATER QUALITY TREATMENT, MUST BE PROVIDED PRIOR TO OCCUPANCY OF ANY BUILDING OR RESIDENCE.

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17. A STABLE, PERMANENT AND ACCESSIBLE ELEVATION REFERENCE SHALL BE ESTABLISHED ON OR WITHIN ONE HUNDRED (100) FEET OF ALL PERMITTED DISCHARGE STRUCTURES NO LATER THAN THE SUBMISSION OF THE CERTIFICATION REPORT. THE LOCATION OF THE ELEVATION REFERENCE MUST BE NOTED ON OR WITH THE CERTIFICATION REPORT.
18. IT IS THE RESPONSIBILITY OF THE PERMITTEE TO INSURE THAT ADVERSE OFF-SITE WATER RESOURCE RELATED IMPACTS DO NOT OCCUR DURING CONSTRUCTION.
19. THE PERMITTEE MUST OBTAIN A WATER USE PERMIT PRIOR TO CONSTRUCTION DEWATERING, UNLESS THE WORK QUALIFIES FOR A GENERAL PERMIT PURSUANT TO SUBSECTION 40E-20.302(4) F.A.C.

JUL-13-1995 11:03 FROM ENGLE HOMES

TO

17089542814 P.02

**CONSENT AND JOINDER TO
DECLARATION OF COVENANTS FOR
G.L.E. HOMEOWNERS ASSOCIATION, INC.**

Jorie Butler Kent, as Trustee under Declaration of Trust dated October 11, 1982 as to an individual 72.2% interest and Geoffrey J.W. Kent as to an individual 27.8% interest, as Trustees in Common ("Owner") hereby certifies that it is the owner of the property shown on Exhibit "A" attached hereto and made part hereof and it hereby consents and joins in the execution of the Declaration of Covenants for C.L.E. Homeowners Association and further consent to the recording of the aforementioned documents in the public records of Palm Beach County, Florida. This Consent shall be binding upon the Owner, its successors or assigns.

IN WITNESS WHEREOF, the undersigned has executed this instrument on this 13th day of July, 1995.

WITNESSES

Susan M. Feagler
Susan M. Feagler
Sharon L. Hornbeck
Sharon L. Hornbeck

David M. Weber, as
Attorney in Fact

Jorie Butler Kent, Trustee

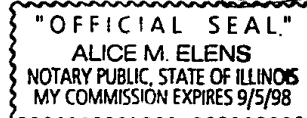
David M. Weber, as
Attorney in Fact

Geoffrey J. W. Kent, Trustee

STATE OF ILLINOIS)
COUNTY OF DuPage)

The foregoing instrument was acknowledged before me this 13th day of July, 1995, by Jorie Butler Kent as Trustee and by Geoffrey J. W. Kent, as Trustee under Declaration of Trust dated October 11, 1982.

Alice M. Elens
Notary Public



Personally Known X or Produced Identification _____

Type of Identification Produced _____

JUL-12-1995 15:18 FROM ENGLE HOMES

TO

17089542814 P.04

EXHIBIT "A"**DESCRIPTION:**

A PARCEL OF LAND LYING WITHIN TRACTS 1, 2 AND 14, BLOCK 27 ACCORDING TO THE PLAT OF PALM BEACH FARMS CO. PLAT NO. 3 RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF TRACT 15, BLOCK 27 OF SAID PALM BEACH FARMS CO. PLAT NO. 3; THENCE NORTH 00°59'32" WEST ALONG THE EAST LINE OF SAID TRACTS 15, 14 AND 1 OF SAID BLOCK 27, A DISTANCE OF 1806.81 FEET; THENCE SOUTH 89°00'28" WEST, A DISTANCE OF 39.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°58'32" EAST, A DISTANCE OF 438.02 FEET; THENCE SOUTH 55°36'47" WEST, A DISTANCE OF 281.80 FEET; THENCE NORTH 74°48'25" WEST, A DISTANCE OF 49.88 FEET; THENCE NORTH 81°43'24" WEST, A DISTANCE OF 30.75 FEET; THENCE SOUTH 68°48'10" WEST, A DISTANCE OF 29.80 FEET; THENCE SOUTH 61°18'32" WEST, A DISTANCE OF 31.47 FEET; THENCE SOUTH 88°55'51" WEST, A DISTANCE OF 164.02 FEET; THENCE NORTH 00°03'50" EAST, A DISTANCE OF 118.79 FEET; THENCE NORTH 45°03'50" EAST, A DISTANCE OF 35.36 FEET; THENCE SOUTH 89°56'10" EAST, A DISTANCE OF 20.00 FEET; THENCE NORTH 00°03'50" EAST, A DISTANCE OF 44.41 FEET; THENCE NORTH 89°23'23" WEST, A DISTANCE OF 225.64 FEET; THENCE NORTH 00°03'50" EAST, A DISTANCE OF 287.35 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE EAST WHOSE RADIUS POINT BEARS NORTH 55°05'32" EAST FROM SAID POINT, HAVING A RADIUS OF 173.00 FEET AND A CENTRAL ANGLE OF 89°52'21"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 180.78 FEET; THENCE NORTH 89°01'58" EAST, A DISTANCE OF 81.75 FEET; THENCE SOUTH 89°58'01" EAST, A DISTANCE OF 247.81 FEET; THENCE SOUTH 87°18'42" EAST, A DISTANCE OF 181.00 FEET; THENCE NORTH 89°01'58" EAST, A DISTANCE OF 202.26 FEET TO THE POINT OF BEGINNING.

CONTAINING A TOTAL OF 8.384 ACRES MORE OR LESS.

CONSENT OF MORTGAGEE
TO DECLARATION OF RESTRICTIONS
FOR
REGENCY LAKE ESTATES A/K/A
CYPRESS LAKE ESTATES

The undersigned, SUNTRUST BANK, SOUTH FLORIDA, NATIONAL ASSOCIATION t/k/a SUN BANK/SOUTH FLORIDA, NATIONAL ASSOCIATION, hereinafter referred to as "Mortgagee", being the owner and holder of that certain Mortgage and Security Agreement ("Mortgage"), as may be amended and modified, dated May 15, 1995, and recorded May 19, 1995, in Official Records Book 8753, Page 438, securing an original indebtedness of \$3,288,000.00, and that certain Mortgage Spreader, Future Advance, and Sixth Loan Modification Agreement ("Spreader"), as may be amended and modified, dated July 6, 1995, and recorded July 10, 1995, in Official Records Book 8822, Page 1998, securing an original indebtedness of \$5,000,000.00, both of the Public Records of Palm Beach County, Florida, which Mortgage and Spreader encumber the real property and improvements described in the Declaration of Restrictions for REGENCY LAKE ESTATES A/K/A CYPRESS LAKE ESTATES, hereby consents to the execution of the annexed Declaration of Restrictions for REGENCY LAKE ESTATES A/K/A CYPRESS LAKE ESTATES.

This Consent shall be binding upon Mortgagee, its successors and assigns.

IN WITNESS WHEREOF, Mortgagee has caused this instrument to be executed in its name and seal affixed this 8 day of February, 1995.

MORTGAGEE:

SUNTRUST BANK, SOUTH FLORIDA, NATIONAL
ASSOCIATION t/k/a SUN BANK/SOUTH FLORIDA,
NATIONAL ASSOCIATION.

By: [Signature] V.P.

Its: VICE PRESIDENT

[Signature]
HERMAN M. MORICI

[Signature]
Cynthia D. Taylor
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 Tellroy T. Shulman well known to me to be the person described in and who executed the foregoing instrument as Vice President of SUNTRUST BANK, SOUTH FLORIDA, NATIONAL ASSOCIATION t/k/a SUN BANK/SOUTH FLORIDA, NATIONAL ASSOCIATION and acknowledged before me that he executed the same freely and voluntarily and that he is personally known to me or has produced N/A as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 8 day of February, 1995.

[Signature]
NOTARY PUBLIC

Printed Name: Judy A. Stamos

My Commission Expires: Aug 2, 1998

Commission No.: CC-391663

(Impress or Affix Seal)



JUDY A STAMOS
My Commission CC391663
Expires Aug. 02, 1998

PREPARED BY:
ENGLE HOME/PALM BEACH, INC.
123 NW 13TH STREET
SUITE 300
BOCA RATON, FLORIDA 33432

**NOTICE OF DECLARATION AND
AMENDMENT TO DECLARATION OF COVENANTS
FOR REGENCY LAKE ESTATES A/K/A
CYPRESS LAKE ESTATES**

THIS NOTICE OF DECLARATION AND AMENDMENT TO DECLARATION, is made and entered into this 14th day of October, 1998, by ENGLE HOMES/PALM BEACH, INC., a Florida corporation, (the "Developer"),

WITNESSETH:

WHEREAS, the Developer executed and recorded the Declaration of Covenants for Regency Lake Estates a/k/a Cypress Lake Estates, which Declaration was recorded on February 23, 1996, in Official Records Book 9133, Page 1959, of the Public Records of Palm Beach County, Florida (the "Declaration") against property described on Exhibit "A" and Exhibit "B" attached hereto; and,

WHEREAS, pursuant to Article X, Section 3, of said Declaration, Developer has the right to amend the Declaration to clarify ambiguities determined to exist therein, and pursuant to Article II, Section 1. of said Declaration, Developer has the right to annex additional residential property to the Community, and

WHEREAS, Developer has determined that the following amendment to the Declaration is necessary and beneficial to the preservation and management of the property, the Community, the operation of the Association and to the clarification of the total of the property that is to be covered and encumbered by the Declaration.

NOW, THEREFORE, in consideration of the premises, the Developer hereby declares the following:

1. The foregoing recitations are true and correct and are incorporated herein by reference.
2. Regarding Article XV, Section 1. Non-Platted Property, it was the intent of the Developer to provide that this property was to be included under the Declaration from the date of its recording, but that assessments against proposed lots would not be collectable until such time as a Plat would be recorded for this property. Therefore, in addition to the material already set forth in Section 1. of Article XV, and to the extent that it was not already clear from such language that

the non-platted property was to be included under and encumbered by the Declaration; Article XV, Section 1. is hereby modified to further provide that: "the non-platted property is subjected to, and encumbered by, the Declaration in all respects from the date of the recording of the Declaration, except that lot assessments shall not be due until such time as a plat for said property is recorded in order to have definite lots from which to make and collect such assessments."

3. To the extent that it may have been unclear from the initial language in Section 1. of Article XV that the non-platted property is, and was to be, included under, and encumbered by, the Declaration, and that the above-referenced modification would be considered ineffective to confirm the inclusion of this property under the Declaration, and only in the case that such original inclusion of the non-platted property would be challenged, the Developer hereby adds the property as described in Exhibit "B" to the Declaration to the property subject to and encumbered by said Declaration pursuant to Developer's rights under Article II, Section 1. thereof as and from the date of the recording of the Declaration, as to all matters thereunder, except that lot assessments shall not be due until such time as a plat for said property is recorded in order to have definite lots from which to make and collect such assessments."

4. The Definition of "Plat" in Article 1, Section 9. is hereby modified to provide as follows: "'Plat' shall mean the plat of 'Regency Lake Estates' as recorded in Plat Book 75, Pages 100 through 106, inclusive, of the Public records of Palm Beach County, Florida, and the plat of the property attached hereto, and to the original Declaration, as Exhibit "B" to be known as "Regency Lake Estates - Plat Two," which will also be recorded in the Public Records of Palm Beach County, Florida."

5. Except as amended by this instrument and any prior instruments affecting the Declaration, the Declaration shall remain in full force and effect as originally executed.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on the day and year first above written.

Signed, sealed and delivered
in the presence of:

Kathleen Dolence
Type name: Kathleen Dolence

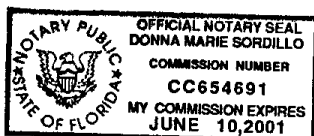
ENGLE HOMES/PALM BEACH, INC.,
a Florida corporation

Donna Sordillo
Type Name: Donna Sordillo

By: JOHN A. KRAYNICK, Vice Pres

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 16th day of October, 1998, by JOHN A. KRAYNICK, Vice President, of ENGLE HOMES/PALM BEACH, INC., a Florida corporation, on behalf of the corporation and he is personally known to me.



Donna Marie Sordillo
NOTARY PUBLIC
Typed Name: Donna Marie Sordillo
Commission No.: CC654691
My Commission Expires: June 10, 2001

(NOTARIAL SEAL)

EXHIBIT "A"

All the lands within the Plat of REGENCY LAKE ESTATES as recorded in Plat Book 75, Pages 100 through 106, inclusive, of the Public Records of Palm Beach County, Florida, LESS AND EXCEPT, Tract "G" (PUBLIC CIVIC PARCEL) of said Plat.

This is not a certified copy

LAWSON, NOBLE & ASSOCIATES, INC.
CONSULTING ENGINEERS, LAND PLANNERS, SURVEYORS
420 COLUMBIA DRIVE, WEST PALM BEACH, FLORIDA
PHONE (407) 684-6686

DESCRIPTION:

A PARCEL OF LAND LYING WITHIN TRACTS 1, 2 AND 14, BLOCK 27 ACCORDING TO THE MAP OF PALM BEACH FARMS CO., PLAT NO. 3 RECORDED IN PLAT BOOK 2, PAGES 48 THROUGH 54, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF TRACT 16, BLOCK 27 OF SAID PALM BEACH FARMS CO. PLAT NO. 3; THENCE NORTH 00°58'32" WEST ALONG THE EAST LINE OF SAID TRACTS 16, 14 AND 1 OF SAID BLOCK 27, A DISTANCE OF 1808.91 FEET; THENCE SOUTH 88°00'28" WEST, A DISTANCE OF 39.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°58'32" EAST, A DISTANCE OF 439.02 FEET; THENCE SOUTH 89°38'47" WEST, A DISTANCE OF 281.80 FEET; THENCE NORTH 74°48'28" WEST, A DISTANCE OF 49.88 FEET; THENCE NORTH 81°42'34" WEST, A DISTANCE OF 30.79 FEET; THENCE SOUTH 89°45'10" WEST, A DISTANCE OF 39.80 FEET; THENCE SOUTH 81°18'32" WEST, A DISTANCE OF 31.47 FEET; THENCE SOUTH 80°55'51" WEST, A DISTANCE OF 154.02 FEET; THENCE NORTH 00°03'50" EAST, A DISTANCE OF 118.79 FEET; THENCE NORTH 48°03'50" EAST, A DISTANCE OF 38.38 FEET; THENCE SOUTH 89°50'10" EAST, A DISTANCE OF 20.00 FEET; THENCE NORTH 00°03'50" EAST, A DISTANCE OF 44.41 FEET; THENCE NORTH 89°23'23" WEST, A DISTANCE OF 216.64 FEET; THENCE NORTH 00°03'50" EAST, A DISTANCE OF 287.39 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE EAST WITH A RADIUS POINT BEARS NORTH 55°09'32" EAST FROM SAID POINT, HAVING A RADIUS OF 123.00 FEET AND A CENTRAL ANGLE OF 69°52'21"; THENCE NORTH 10°15'10" EAST, A DISTANCE OF 61.26 FEET; THENCE SOUTH 89°50'11" EAST, A DISTANCE OF 247.01 FEET; THENCE SOUTH 89°42'12" EAST, A DISTANCE OF 181.00 FEET; THENCE NORTH 89°01'58" EAST, A DISTANCE OF 202.20 FEET TO THE POINT OF BEGINNING.

CONTAINING A TOTAL OF 8.304 ACRES MORE OR LESS.

CERTIFICATION

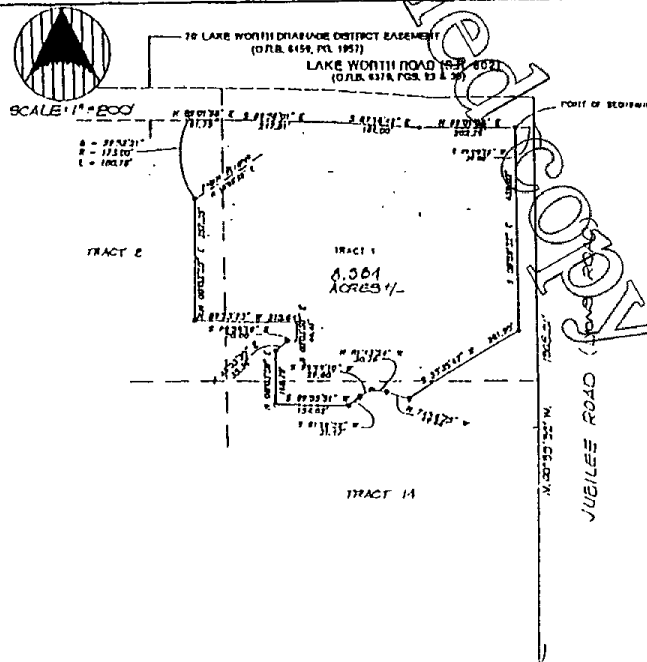
I HEREBY CERTIFY THAT THE DESCRIPTION AND EXTENT OF THE PARCEL HEREIN DESCRIBED WAS PREPARED IN ACCORDANCE WITH THE SURVEYING STANDARDS, CHAPTER 115, FLORIDA STATUTES, AND THE BEST PRACTICES OF THE FLORIDA BOARD OF LAND SURVEYORS, PRACTICED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND IN FULL COMPLIANCE WITH THE RULES OF THE FLORIDA BOARD OF LAND SURVEYORS.

DOROTHY H. WILKEN
REGISTERED LAND SURVEYOR NO. 4212
STATE OF FLORIDA

DATE: 1-3-94

REVISIONS/UPDATES	DATE	BY	CHK'D	NOTES
				NOTE: THIS IS NOT A PORTION OF A SURVEY, BUT ONLY A SKETCH OF THE DESCRIPTION HEREIN. IT IS NOT TO BE USED FOR ANY PURPOSES OTHER THAN THE PRESENT, OR IN CONNECTION WITH THE PREPARATION OF THIS REPRESENTATION. IT IS NOT TO BE USED FOR ANY PURPOSES OTHER THAN THE PRESENT.
JOB NO. 04-221	BY: SLS	CHECKED: PCW	F.B. PG. 1	SHEET 1 OF 2

LAWSON, NOBLE & ASSOCIATES, INC.
CONSULTING ENGINEERS, LAND PLANNERS, SURVEYORS
420 COLUMBIA DRIVE, WEST PALM BEACH, FLORIDA
PHONE (407) 684-6686



THIS IS NOT A SURVEY

SKETCH TO ACCOMPANY
DESCRIPTION

POINT OF
COMMENCEMENT
S.E. CORNER
TRACT 14, BLOCK 27
P.B. FARMS CO.
PLAT NO. 3

SEE SHEET 1 OF 2 FOR DESCRIPTION	DATE: 1-3-94	CHECKED: PCW	F.B. PG. 1	SHEET 2 OF 2
JOB NO. 04-221	BY: SLS	CHECKED: PCW	F.B. PG. 1	DATE: 1/3/95

CORPORATION INFORMATION
SERVICES, INC.
1201 HAYS STREET
TALLAHASSEE, FL 32301
904-222-9171
904-222-0191 FAX

CSC networks

95 JAN 17 AM 11:18
DIVISION OF CORPORATION

MAIL TO:
P.O. Box 5828
TALLAHASSEE, FL 32314

ACCOUNT NO. : 072100000032

REFERENCE : 525977 40857A

AUTHORIZATION :

Patricia Pyzdek

COST LIMIT : \$ 70.00

ORDER DATE : January 17, 1995

ORDER TIME : 9:35 AM

ORDER NO. : 525977

CUSTOMER NO: 40857A

800001381748

CUSTOMER: Kerry D. Saffier, Esq
ENGLE HOMES, INC.

123 N.w. 13th Street

Boca Raton, FL 33432

DOMESTIC FILING

N95000000241

NAME: REGENCY LAKE ESTATES
HOMEOWNERS ASSOCIATION, INC.

XX ARTICLES OF INCORPORATION
CERTIFICATE OF LIMITED PARTNERSHIP

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

CERTIFIED COPY
XX PLAIN STAMPED COPY
CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Carol M. Hensal

EXAMINER'S INITIALS:

FILED
95 JAN 17 AM 9 35
TALLAHASSEE, FL 32301
SECRETARY OF STATE

TM
1-18-95
01

ARTICLES OF INCORPORATION
OF

REGENCY LAKE ESTATES HOMEOWNERS ASSOCIATION, INC.
(A Corporation Not For Profit)

FILED
95 JAN 17 AM 9 35
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

In compliance with the requirements of the Laws of the State of Florida, the undersigned hereby associate themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the corporation is REGENCY LAKE ESTATES HOMEOWNERS ASSOCIATION, INC., hereinafter called the "Association":

ARTICLE II

The mailing address of the Corporation and the street address of the Registered Office of the Association is 123 N.W. 13th Street, Suite 300, Boca Raton, Florida 33432 and the name of the Registered Agent is Kerry Safier.

ARTICLE III

All definitions in the "Declaration of Covenants For Regency Lake Estates" ("Declaration") to which these Articles are attached as Exhibit B and recorded in the Public Records of Palm Beach County, Florida, are incorporated herein by reference and made a part hereof.

ARTICLE IV

PURPOSE OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members whereof, and the specific purposes for which it is formed are to provide for operation, maintenance and preservation of the Units and Common Area, and improvements thereon, within that certain real property (and any additions thereto) described in the Declaration to promote the health, safety and welfare of the members of the Association and to provide other services and facilities for the members, as determined by the Board of Directors.

ARTICLE V

POWERS OF THE ASSOCIATION

The Association shall have all the powers and duties reasonably necessary to operate and maintain the Association, including, but not limited to, the following:

(a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

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

(c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer or otherwise dispose of real or personal

property in connection with the affairs of the Association;

(d) Borrow money, and with the assent of two-thirds (2/3rds) of each class of members at a duly called meeting of the Association, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) Dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective without obtaining consent of two-thirds (2/3rds) of the members to such dedication, sale or transfer in writing or by vote at a duly called meeting of the Association, and unless prior written consent of Declarant is obtained for so long as Declarant owns a Unit;

(f) Participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3rds) of each class of members at a duly called meeting of the Association, except as otherwise provided in Article II of the Declaration;

(g) To promulgate or enforce rules, regulations, by-laws, covenants, restrictions or agreements to effectuate all of the purposes for which the Association is organized;

(h) To have and to exercise any and all powers, rights and privileges which a non-profit corporation organized under the Laws of the State of Florida may now or hereafter have or exercise;

(i) To contract for management of the Association and to delegate in such contract all or any part of the powers and duties of the Association and to contract for services to be provided the Owners including but not limited to garbage pick-up and other utilities and master antenna or cable television and/or radio system and the servicing and monitoring of the medical/fire/burglary system in each residence.

PROVISO: Notwithstanding the foregoing, until such time as Class B membership in the Association ceases, as hereinafter set forth, the powers of the Association as set forth in Paragraphs (d), (e) and (f) may be exercised solely by the Board of Directors.

ARTICLE VI

MEMBERSHIP

Every Owner of a Unit shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit.

ARTICLE VII

VOTING RIGHTS

The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all Owners, and shall be entitled to one (1) vote for each Unit owned. When more than one (1) person holds an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Unit.

Class B. The Class B member shall be the Declarant, and shall be entitled to two hundred (200) votes. The Class B membership shall cease on the happening

of one of the following events, whichever occurs earlier:

(a) Four (4) months after 75% or the Units that will be ultimately operated by the Association have been conveyed to Unit purchasers; or,

(b) Five (5) years following conveyance of the first Unit in the Properties to a Unit purchaser; or,

(c) Such earlier date as Declarant may determine.

ARTICLE VIII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors consisting of not less than three (3) nor more than nine (9) persons who need not be members of the Association. The first Board shall consist of three (3) members. Thereafter the number of Directors may be increased to a maximum of nine (9) by a majority vote of the Board of Directors.

The first election of Directors shall be held when Class B membership ceases as provided in Article VII hereof at a meeting of the members called for that purpose. Unless increased by the Board, three (3) Directors shall be elected at this first election to serve until the next annual members' meeting. At the said next annual meeting, one-third (1/3) of the Board of Directors shall be elected for a one (1) year term, one-third (1/3) for a two (2) year term and one-third (1/3) for a three (3) year term. If the number of Board members is not evenly divisible by three (3), a smaller number of three (3) year term Directors shall be elected. The length of term for which a nominee is elected at this annual meeting shall be determined by the number of votes each nominee receives. The nominee(s) receiving the most votes shall serve the three (3) year term(s), the next highest shall serve the two (2) year term(s) and the next highest the one (1) years term(s). At each annual meeting thereafter a number of Directors equal to that of those whose terms have expired shall be elected for the term of three (3) years. At the expiration of any term of three (3) years, any Director may be re-elected.

The Directors named in these Articles shall serve until the first election of Directors, and any vacancies in their number occurring before the first election shall be filled by the Class "B" Member. The Class B Member shall have the right to remove and replace Directors until the first election of Directors. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Gregory A. Pillen	123 N.W. 13th Street Suite 300 Boca Raton, Florida 33432
Harry Engelstein	123 N.W. 13th Street Suite 300 Boca Raton, Florida 33432
Lynne Gaudet	123 N.W. 13th Street Suite 300 Boca Raton, Florida 33432

ARTICLE IX

DISSOLUTION

In the event of the dissolution of the Association, other than incident to a merger or consolidation, any Member may petition the Circuit Court of the Seventeenth Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Properties, in the place and instead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and the Properties.

ARTICLE X

DURATION

The corporation shall exist perpetually.

ARTICLE XI

AMENDMENTS

Amendments to these Articles shall be proposed and adopted in the following manner:

1. Proposal. Amendments to these Articles may be proposed upon a vote of the majority of the entire Board adopting a resolution setting forth the proposed amendment to these Articles, directing that it be submitted to a vote at a special or annual meeting of members; or amendments may be proposed by the members of the Association upon a vote of the majority of the membership entitled to vote at a meeting for which notice of the proposed amendment has been given.

2. Call for Meeting. Upon the adoption of a resolution proposing any amendment or amendments to these Articles by said Board or members, such proposed amendment or amendments shall be transmitted to the President of the Association, or other officer of the Association in absence of the President, who shall thereupon call a special meeting of the membership, unless it is to be considered at an annual meeting. It shall be the duty of the Secretary to give each member written notice stating the purpose of the meeting, place, day and hour of the meeting, and setting forth the proposed amendment or a summary of the changes to be effected thereby. Notice shall be delivered not less than ten (10) or more than sixty (60) days before the date of the meeting, either personally or by first class mail. If the notice is mailed with postage thereon prepaid, at least thirty (30) days before the date of meeting, it may be done by a class of United States mail addressed to the member at his address as it appears on the membership books.

3. Vote Necessary. In order for such amendment or amendments to become effective, the same must be approved at a duly called meeting, by an affirmative vote of a majority of the votes of the entire membership entitled to vote thereon.

4. By Written Statement. If all the directors and all the members eligible to vote sign a written statement manifesting their intention that an amendment to these Articles be adopted, then the amendment shall thereby be adopted as though subsections 1., 2., and 3. above have been satisfied.

5. Filing. The Articles of Amendment containing said approved amendment or amendments shall be executed by the corporation by its President or Vice President and by its Secretary or Assistant Secretary and acknowledged by one of the officers signing such Articles. The Articles of Amendment shall set forth:

- (a) The name of the corporation.
- (b) The amendments so adopted.

(c) The date of the adoption of the amendment by the members.

Such Articles of Amendment shall be filed, along with the appropriate filing fees, within ten (10) days from said approval with the office of the Secretary of the State of Florida for approval.

ARTICLE XII

SUBSCRIBERS

The names and street addresses of the Subscribers to these Articles of Incorporation are the same as listed in Article VIII hereof.

ARTICLE XIII

OFFICERS

The Board of Directors shall elect the President, Secretary, Treasurer, and as many Vice-Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors shall from time to time determine.

The names and addresses of the Officers who shall serve until their successors are designated by the Board of Directors are as follows:

President:	Gregory A. Pillen	123 N.W. 13th Street Suite 300 Boca Raton, Florida 33432
------------	-------------------	--

Vice-President:	Harry Engelstein	123 N.W. 13th Street Suite 300 Boca Raton, Florida 33432
-----------------	------------------	--

Secretary-Treasurer:	Lynne Gaudet	123 N.W. 13th Street Suite 300 Boca Raton, Florida 33432
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ARTICLE XIV

BY-LAWS

The original By-Laws of the Association shall be adopted by a majority vote of the Directors. Thereafter, the By-Laws of the Association may be amended, altered or rescinded at a regular or special meeting of the members by a vote of a majority of a quorum of members present in person or by proxy.

ARTICLE XV

INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Association shall and does hereby indemnify and hold harmless every Director and every Officer, their heirs, executors and administrators, against all loss, cost and expenses reasonably incurred in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Director or Officer of the Association, including reasonable counsel fees, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or Officer may be entitled.

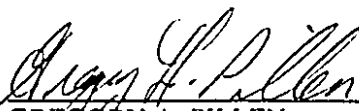
ARTICLE XVI

TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

No contract or transaction between the Association and one (1) or more of its Directors or Officers, or between the Association and any other corporation, partnership, association, or other organization in which one (1) or more of its officers or directors are Officers or Directors of this Association shall be invalid, void or voidable solely for this reason, or solely because the Officer or Director is present at, or participates in, meetings of the Board or Committee thereof which authorized the contract or transaction, or solely because said Officers' or Directors' votes are counted for such purpose. No Director or Officer of the Association shall incur liability by reason of the fact that said Director or Officer may be interested in any such contract or transaction.

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


IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 4 day of January, 1995.



GREGORY A. PILLEN



HARRY ENGELSTEIN



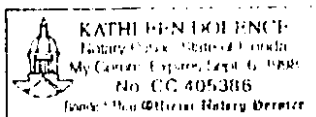
LYNNE GAUDET

STATE OF FLORIDA)

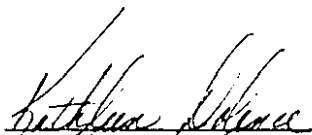
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared GREG PILLEN, HARRY ENGELSTEIN, and LYNNE GAUDET, who are personally known to me and who did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 4 day of January, 1995.



(NOTARIAL SEAL)

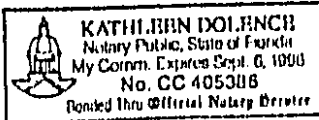


NOTARY PUBLIC
Print name: Kathleen Dolence
Commission No. CC 405386
My Commission Expires: 9/6/98

I HEREBY ACCEPT MY DESIGNATION AS
REGISTERED AGENT.


KERRY SAFTIR

Sworn to and subscribed before me this 4 day of January, 1995.



(NOTARIAL SEAL)


NOTARY PUBLIC

Print name: Kathleen Dolence

Commission No. CC 405386

My Commission Expires: 9/6/98

1201 HAYS STREET
TALLAHASSEE, FL 32301
(904) 222-9171
FAX (904) 222-9171

800-342-8086



N95000000241

ACCOUNT NO. : 072100000032

REFERENCE : 587659 40857A

AUTHORIZATION :

COST LIMIT : \$ 35.00

Patricia Piquet

ORDER DATE : May 1, 1995

ORDER TIME : 9:36 AM

ORDER NO. : 587659

100001469261

CUSTOMER NO: 40857A

CUSTOMER: Kerry D. Safier, Esq
Engle Homes, Inc.
123 N.w. 13th Street

Boca Raton, FL 33432

DOMESTIC AMENDMENT FILING

NAME: REGENCY LAKE ESTATES
HOMEOWNERS ASSOCIATION, INC.

FILED
95 MAY -1 PM 3:38
SECRETARY OF STATE
TALLAHASSEE FLORIDA

X ARTICLES OF AMENDMENT
RESTATED ARTICLES OF INCORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

CERTIFIED COPY
X PLAIN STAMPED COPY
CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Gail L. Shelby

EXAMINER'S INITIALS:

5/1
John Home Change



FLORIDA DEPARTMENT OF STATE

Sandra B. Moultham
Secretary of State

May 1, 1995

inc.
CSC NETWORKS
GAIL S.
TALLAHASSEE, FL

SUBJECT: REGENCY LAKE ESTATES HOMEOWNERS ASSOCIATION, INC.
Ref. Number: N95000000241

We have received your document for REGENCY LAKE ESTATES HOMEOWNERS ASSOCIATION, INC. and the authorization to debit your account in the amount of \$35.00. However, the document has not been filed and is being returned for the following:

If there are MEMBERS ENTITLED TO VOTE on a proposed amendment, the document must contain: (1) the date of adoption of the amendment by the members and (2) a statement that the number of votes cast for the amendment was sufficient for approval.

If there are NO MEMBERS OR MEMBERS ENTITLED TO VOTE on a proposed amendment, the document must contain: (1) a statement that there are no members or members entitled to vote on the amendment and (2) the date of adoption of the amendment by the board of directors.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (904) 487-6957.

Joy Moon-French
Corporate Specialist

Letter Number: 895A00020652

resubmit

**ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
REGENCY LAKE ESTATES HOMEOWNERS ASSOCIATION, INC.
(A Corporation Not-For-Profit)**

FILED
95 MAY -1 PM 3:38
SECRETARY OF STATE
TALLAHASSEE FLORIDA

1. The name of the corporation is REGENCY LAKE ESTATES HOMEOWNERS ASSOCIATION, INC. (the "Corporation").

2. Article I of the Articles of Incorporation of the Corporation is amended to read as follows:

ARTICLE I.

The name of the Corporation is **C. L. E. HOMEOWNERS ASSOCIATION, INC.**, hereinafter called the "Association".

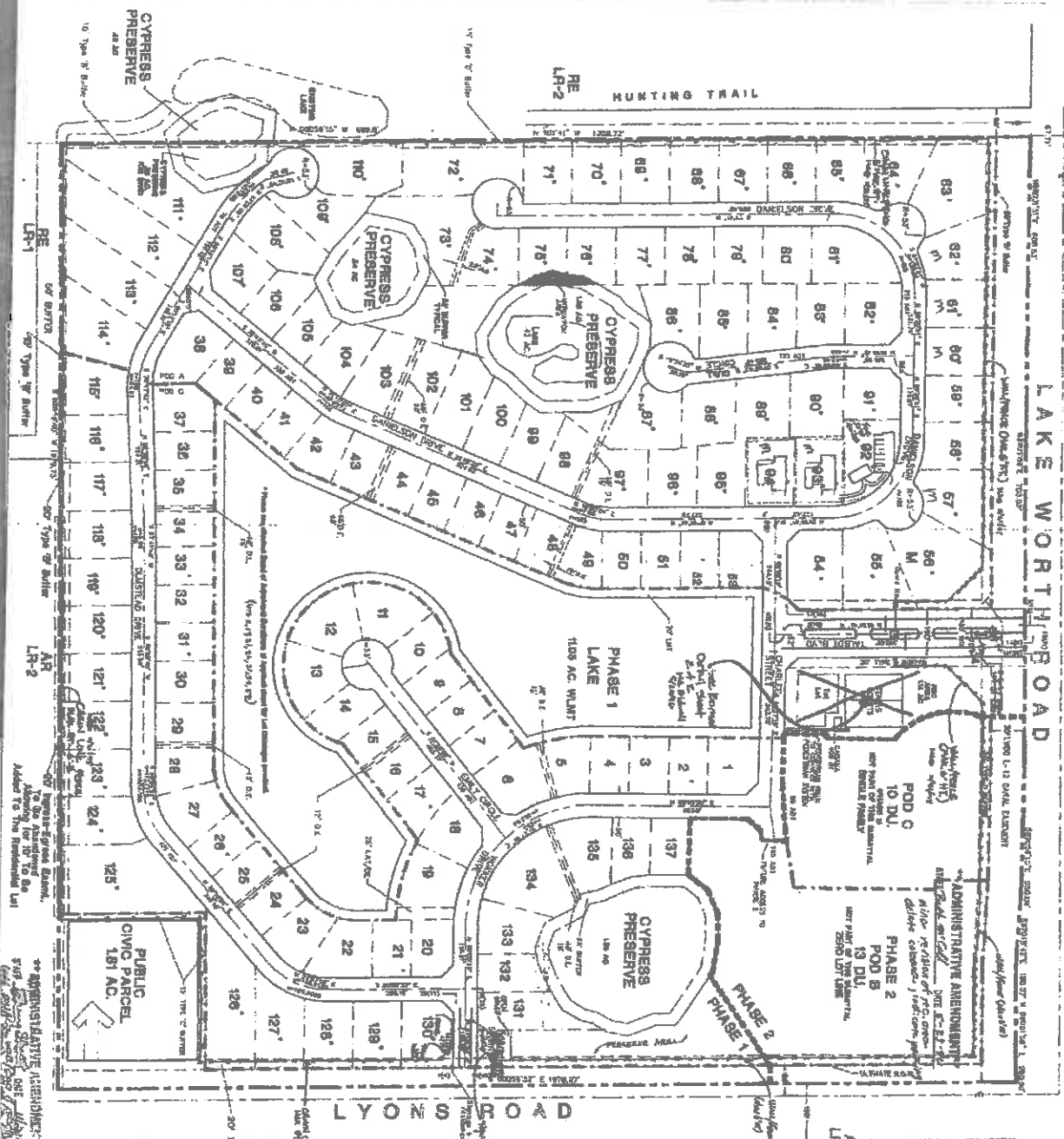
3. This Amendment was approved and adopted by unanimous consent of the Board of Directors to the Corporation pursuant to Article XI of the Articles of Incorporation of the Corporation on March 28, 1995. There are no members entitled to vote on the amendment.

IN WITNESS WHEREOF, REGENCY LAKE ESTATES HOMEOWNERS ASSOCIATION, INC. k/n/a C. L. E. HOMEOWNERS ASSOCIATION, INC. has caused these Articles of Amendment to be executed on this 26th day of April, 1995.

REGENCY LAKE ESTATES
HOMEOWNERS ASSOCIATION, INC.
k/n/a C. L. E. HOMEOWNERS
ASSOCIATION, INC.

By: 
GREGORY A. PILLEN, President

LAKE WORTH ROAD



LYONS STREET

2017

[illegible]

Location

**FINAL PLAN
CERTIFIED**

8/10/2018 13:40

KENT PROPERTY

PREPARED FOR ENGLE HOMES, INC.

PALM BEACH COUNTY, FLORIDA

LAND
DESIGN
SOUTH

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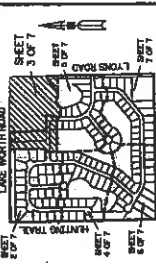
PERMIT NO. 94-A SITE: LAKE
DATE SUBMITTED 01-27-80 PLAN
ENGINEER: B. GARY

STATION: PLAIN
LAKE SCOPE
PLAIN

100



Dear Professor,
 I am writing to you about
 your recent paper on
 the effects of
 the new
 vision-aiding
 system.



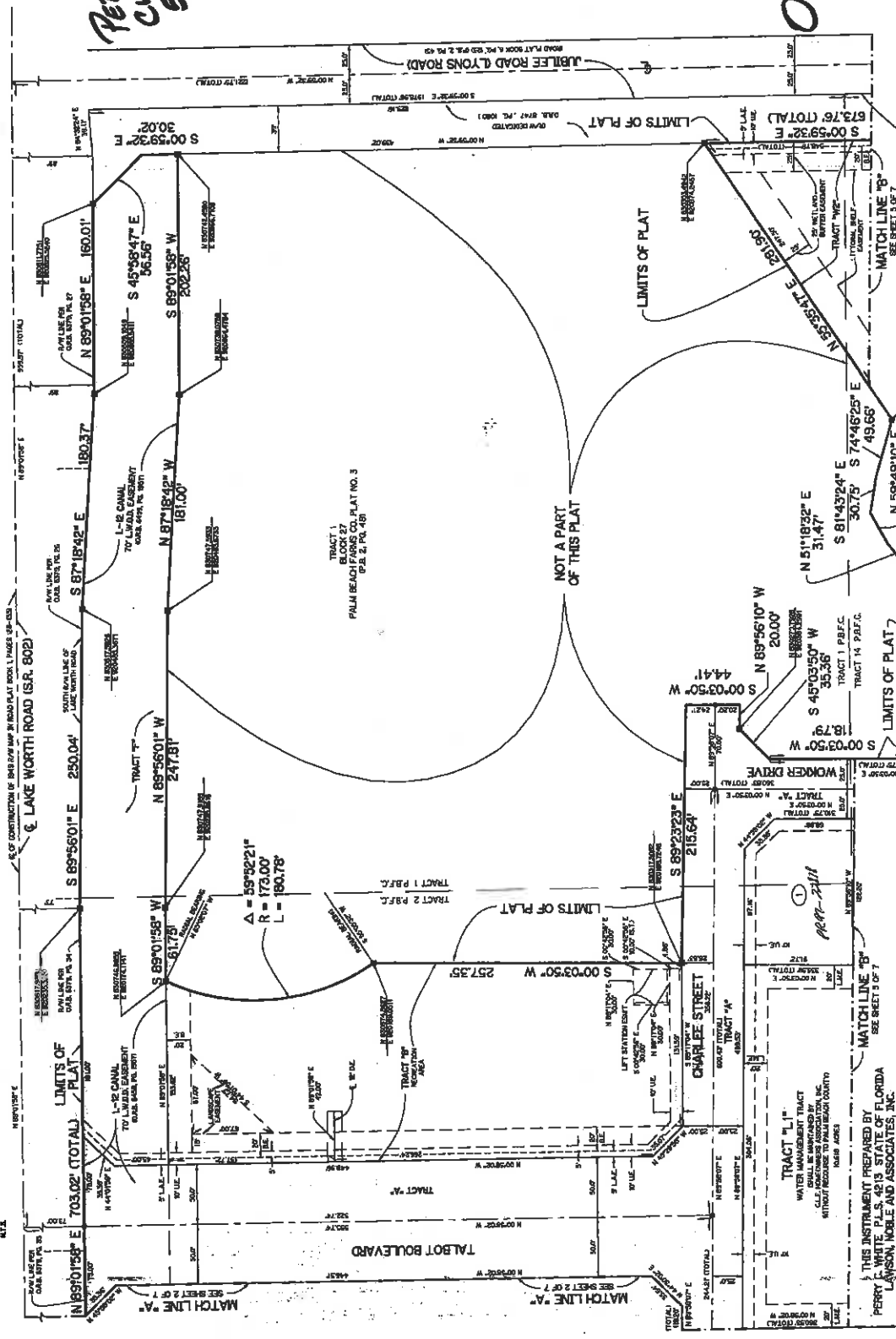
LAKE WORTH ROAD
LAKE WORTH TRAIL
LAKE WORTH DRIVE
LAKE WORTH BOULEVARD

LAKE WORTH ROAD (S.R. 802)

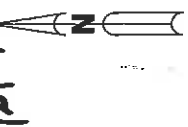
REGENCY LAKE ESTATES

BEING A REPLAT OF A PORTION OF TRACTS 1, 2, 3, 12, 13, 14, 15, 16, AND 17 ASSOCIATED
ABANDONED RIGHT-OF-WAY ALL IN BLOCK 27 ACCORDING TO THE PLAT OF PALM BEACH FARMS CO. PLAT NO. 3,
AS RECORDED IN PLAT BOOK 2, PAGE 45, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA,
LYING IN SECTION 30, TOWNSHIP 44 SOUTH, RANGE 42 EAST.

SHEET 3 OF 7 SEPTEMBER, 1994



PET. 94-4
CURRENT
5/2/12/12



SCALE 1" = 40'

CREAT
KENT

- LEGEND:
- 1 - PERMANENT ADJUTANT GENERAL'S RESERVE
 - 2 - DELTA MALE
 - 3 - DELTA FEMALE
 - 4 - DELTA MALE
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 - 100 - DELTA MALE

0638-001
75/102

REGENCY LAKE ESTATES

SHEET 3 OF 7

PLAT NAME: 30/4/1/4/2
ZONING: 33467
FLOOD ZONE: 170A
PAGE: 102
BOOK: 75
SUBDIVISION: 33467

742 738

A PLANNED UNIT DEVELOPMENT

REGENCY LAKE ESTATES

BEING A REPLAT OF A PORTION OF TRACTS 1, 2, 3, 12, 13, 14, 15, 16, AND 17 AND ASSOCIATED ABANDONED RIGHT-OF-WAY ALL IN BLOCK 27 ACCORDING TO THE PLAT OF PALM BEACH FARMS CO. PLAT NO. 3, AS RECORDED IN PLAT BOOK 2, PAGE 45, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 30, TOWNSHIP 44 SOUTH, RANGE 42 EAST.

SHEET 4 OF 7 SEPTEMBER, 1994

103

0638-001

Per. 94-4
CURRENT
5/2/12

SCALE 1" = 40'

OPEN FIELD
KENT

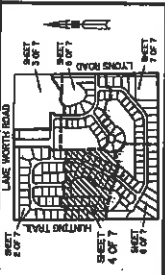
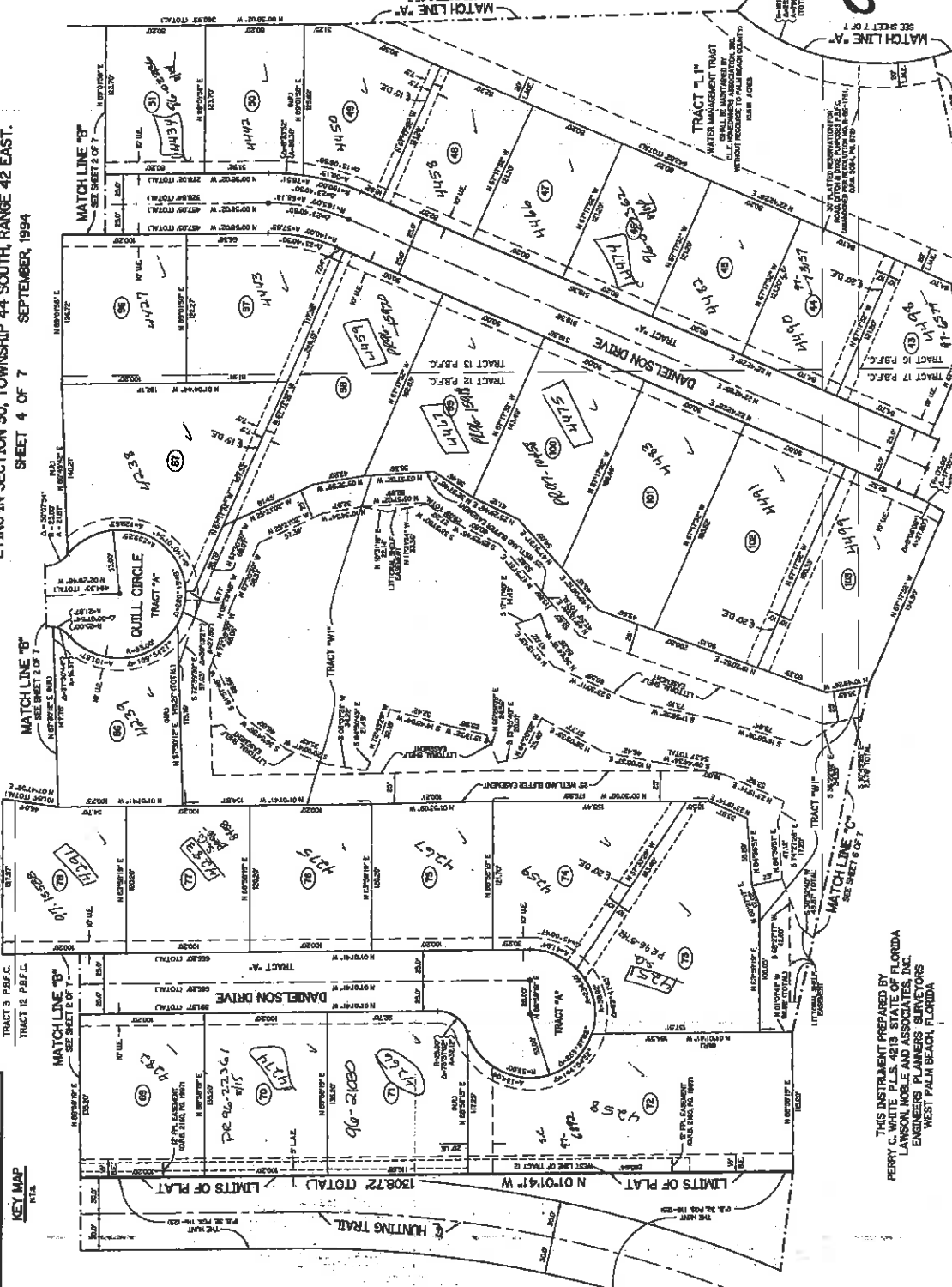
- LEGEND
- 1. TRACTS 1, 2, 3, 12, 13, 14, 15, 16, AND 17
 - 2. ABANDONED RIGHT-OF-WAY
 - 3. EASEMENT
 - 4. EASEMENT
 - 5. EASEMENT
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0638-001

75/103

SHEET 4 OF 7

REGENCY LAKE ESTATES



THIS INSTRUMENT PREPARED BY
PERRY C. WHITE, P.L.S., 4213 STATE OF FLORIDA
LAWSON MOBILE AND ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
WEST PALM BEACH, FLORIDA

SUBDIVISION: Regency Lake Estates
 BOOK: 75
 FLOOD ZONE: 8
 FLOOD MAP: 170A
 QUAD: 48
 ZONING: PUD
 DATE: 9/4/94
 PREPARED BY: 30/4/94
 PLO NAME: 30/4/94
 ZIP CODE: 33407
 TAX: 75B

A PLANNED UNIT DEVELOPMENT

REGENCY LAKE ESTATES

BEING A REPLAT OF A PORTION OF TRACTS 1, 2, 3, 12, 13, 14, 15, 16, AND 17 AND ASSOCIATED ABANDONED RIGHT-OF-WAY ALL IN BLOCK 27 ACCORDING TO THE PLAT OF PALM BEACH FARMS CO. PLAT NO. 3, AS RECORDED IN PLAT BOOK 2, PAGE 45, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 30, TOWNSHIP 44 SOUTH, RANGE 42 EAST.

SHEET 7 OF 7 SEPTEMBER, 1994

106

Per. 94-4
CURRENT
5/2/21

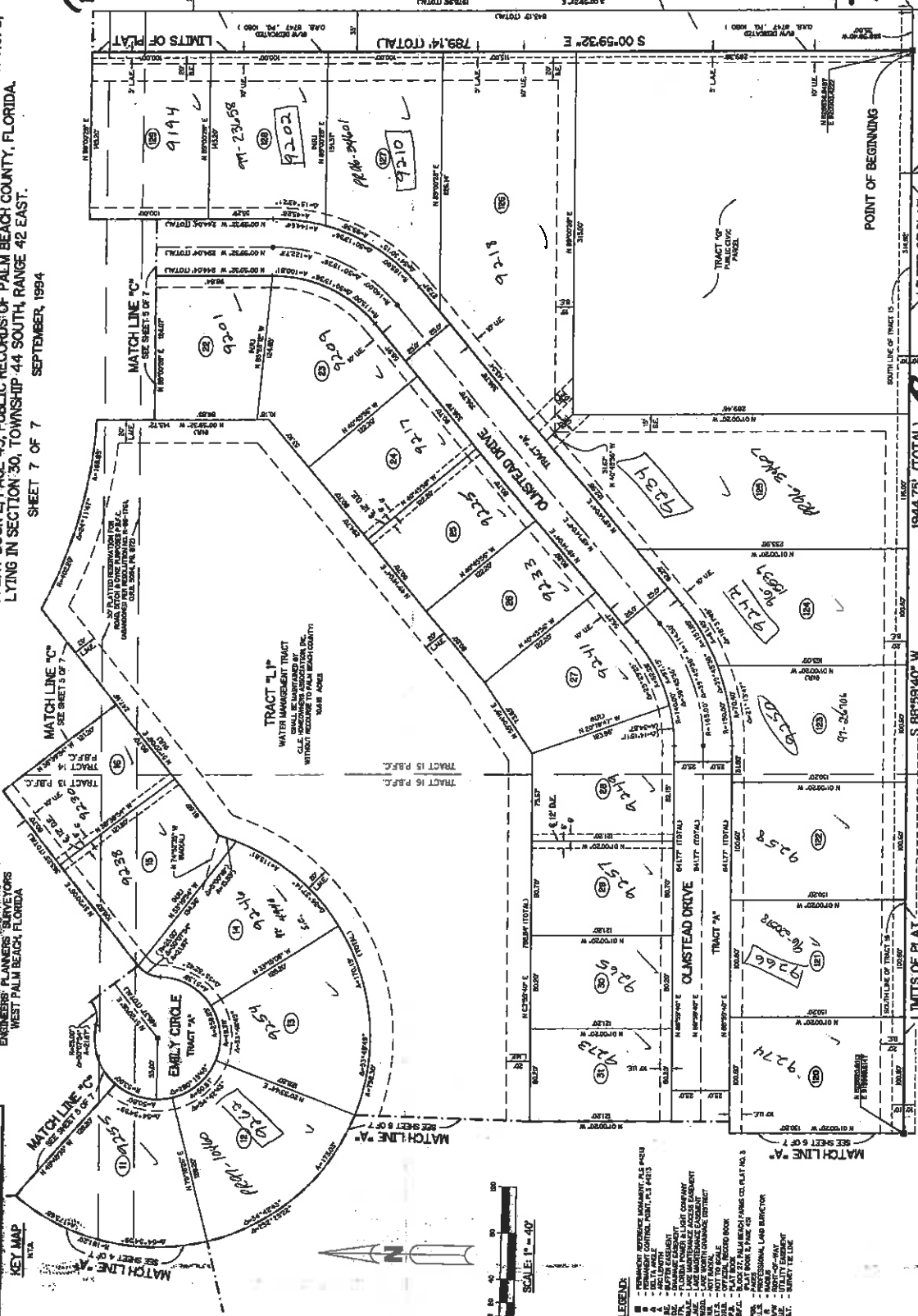
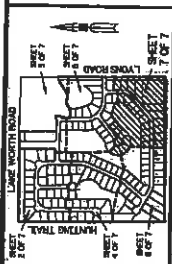
P.B.F.C. CO.
PLAT NO. 3
OVERLAP
REB. PAD

0638-001

75/100

POINT OF COMMENCEMENT
SE CORNER OF TRACT NO. 16, P.B.C.

SHEET 7 OF 7



- LEGEND:
- 1. EASEMENT
 - 2. EASEMENT
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 - 100. EASEMENT

SUBDIVISION & REGENCY LAKE ESTATES

PUD NAME: []

ZIP CODE: []

QUAD & 42

FLOOD MAP PUD

BOOK 75

PAGE 10

742-738

REGENCY LAKE ESTATES - PLAT TWO

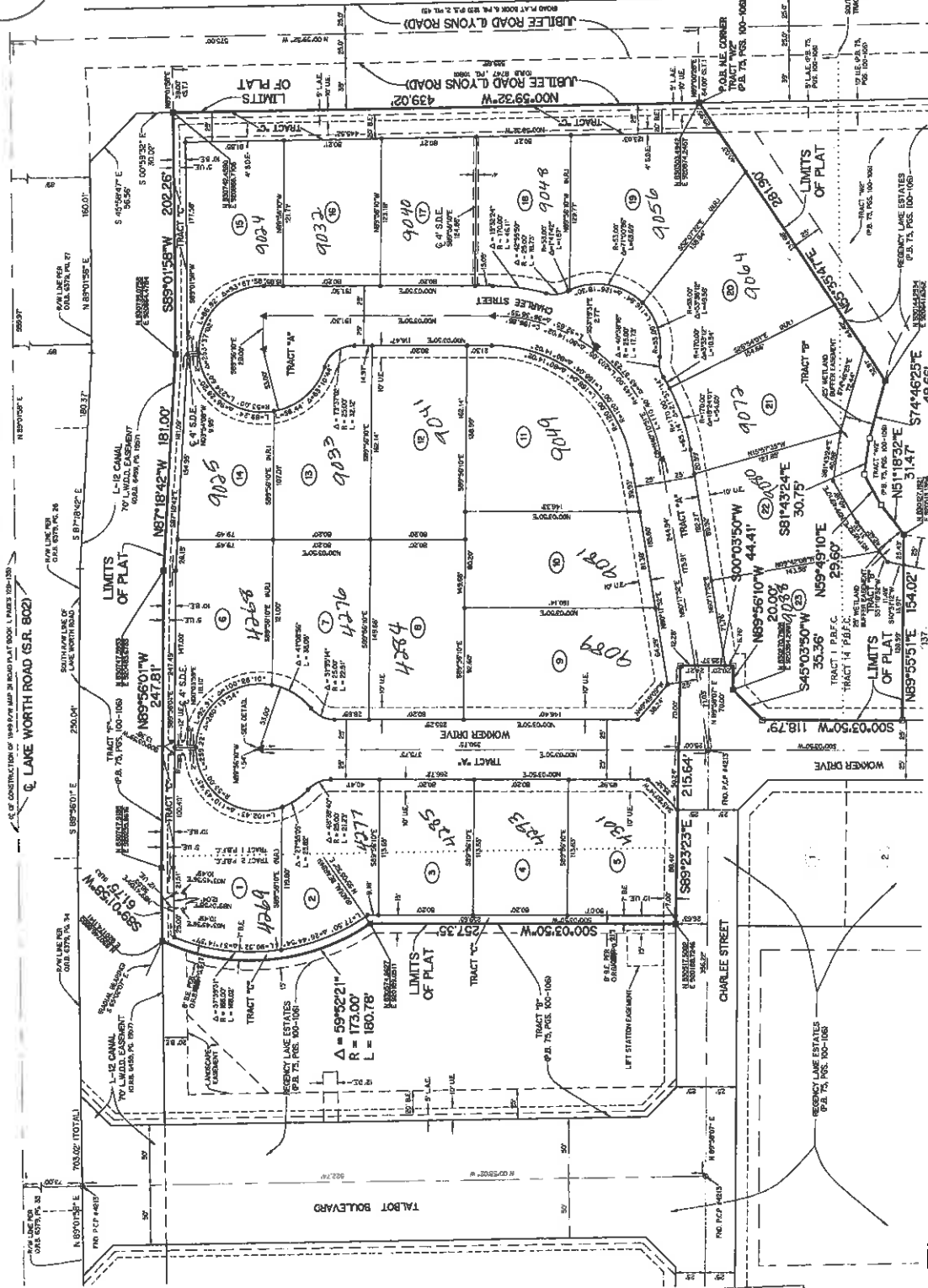
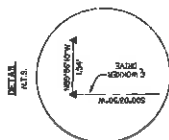
BEING A REPLAT OF A PORTION OF TRACTS 1, 2, AND 14, ALL IN BLOCK 27
ACCORDING TO THE PLAT OF PALM BEACH FARMS CO. PLAT NO. 3, AS RECORDED
IN PLAT BOOK 2, PAGE 45, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA,
LYING IN SECTION 30, TOWNSHIP 44 SOUTH, RANGE 42 EAST.

LM BEACH FARMS
CO. PLAT No. 3

A PLANNED UNIT DEVELOPMENT

SHEET 2 OF 2

C I AKE WORTH ROAD (S.R. 802)



LEGEND:

2

[illegible]

Lot

COORDINATES SHOWN ARE GRID COORDINATES
 COORDINATE SYSTEM IS 1983 STATE PLANE TRANSVERSE MERCATOR PROJECTION
 DATUM IS NAD 83 (NORTH AMERICAN DATUM)
 ONE = FLOODED AREA
 SCALE UNIT = LINEAR UNIT = U.S. SURVEY FEET
 SCALE FACTOR IS 1.000000126
 CANNING ROTATION = 0.00127 CLOSURE (PLAT TO GRID)
 ALL DISTANCES ARE GRID DISTANCES UNLESS OTHERWISE NOTED

ALM BEACH FARMS
CO. PLAT No. 3

THIS INSTRUMENT PREPARED BY
PERRY C. WHITE, P.S.M. 4283, STATE OF FLORIDA
LAWSON, NOBLE AND WEBER, INC.
420 COLUMBIA DRIVE
WEST PALM BEACH, FLORIDA 33409
ENGINEERS PLANNERS SURVEYORS
CERTIFICATE OF AUTHORIZATION LA 6974

A233

SHEET 2 OF 2