

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LAGO DEL SOL

INTRODUCTION & NOTE ON THE DOCUMENT

The following is Lago Del Sol's current Declarations. It consists of the original 1991 Declaration with the six subsequent Amendments incorporated into it. The intent and hopefully the result is a readable copy of the current Declarations in a single document. Wherever an Amendment changed the text, the Amendment was cited in a footnote.

Importance of the Originals. Of course, the original documents—meaning the ones you received when you bought your home or building lot—are the official documents and the ones filed with the County.

An Edited Document. While this is not the official document(s), it is a near verbatim rendition. By “near” verbatim, it is meant that much, indeed the vast majority, of the language in the Declarations was kept. Some minimal editing was done but only where it was deemed necessary for consistency and readability, and only where the change would not alter the meaning of the sentence, paragraph or section involved. Some of these edits are as follows:

- 1. Some capitalization, such as in fully capitalized names like “LAGO”, was removed.*
- 2. Underlining and parenthetical marks that appeared extraneous or inconsistent with other references to the same matter were removed.*
- 3. Commas that were extraneous to the text were removed. For example, commas were taken out of phrases such as “including, but not limited to,” and “such as, but not limited to,”.*
- 4. Repetitive language, such as the word “inclusive” in the phrase “Parcel Owners 1 through 15, inclusive,” was removed.*
- 5. Some longer, unnecessarily formal phrases were shortened as long as the change did not affect the meaning. For example, “for” or “to” was substituted for the phrase “for the purpose of”, and “if” for the phrase “in the event of”.*
- 6. Last, the Lakes were more consistently referenced. Lake 1 is the East Lake where skiing is allowed. Lake 2 is the West Lake. Whenever possible, the East Lake and West Lake designations were used.*

An Outlining Function has been inserted into the text. It is not visible, but it is there and may cause some inconsistency in the spacing between paragraphs. The good thing about the outline function is that it generates a useful Table of Contents that not only provides summarized topics but also connects its entries to the text by hyperlinks. To go from a TOC entry to the text, you need only place the cursor on the entry in the TOC and press Control-LeftClick. Also, you will see there are two TOCs provided. The first has only general topics; the second, called the Detailed TOC, has many subtopics and several summarize notes about the text. Finally, the TOCs contain different colored fonts. Different colored fonts were used for the different levels of headings: red for heading 1, blue for heading 2, etc. There is no significance to this but to make it more readable.

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LIST of RELEVANT DOCUMENTS

1. DECLARATION (Original 1991):
“DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LAGO DEL SOL”, May 17, 1991, recorded June 14, 1991 at Official Record Book (ORB) 6857, Pg. 1435
2. 1ST AMENDMENT (1991):
“FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LAGO DEL SOL”, recorded July 29, 1991 at ORB 6906, Pg. 1204.
3. 2nd AMENDMENT (1993):¹
“SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LAGO DEL SOL”, April 17, 1992, recorded 2-23-1993 at ORB 7597, Pg. 1758.
4. TERMINATING CERTIFICATE (1995):
August 14, 1995, recorded August 25, 1995 at 95-272413, ORB 8891, Pg. 1363.
5. 3rd AMENDMENT (1997):
“THIRD AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR LAGO DEL SOL”, May 19, 1997, recorded June 17, 1997 at 97-212476, ORB 9844, Pg. 1273.

¹ 2nd Amendment contains the following statement (with emphasis added):

“The amendments contained in this Second Amendment have been conditionally adopted by the Association. The conditions for the continued effectiveness of this Second Amendment include but are not limited to the conditions set forth in 5.1.1 (r elated to the conditions for the Management Company to continue to have control of the use of Lake 1 (East Lake) for Water Skiing purposes). Therefore, notwithstanding the recording of this Second Amendment in the public records of Palm Beach county, Florida, in the event that either the Association or Loxahatchee Lakes, Inc. record a certificate (the “Terminating Certificate”) in the public records of Palm Beach county, Florida, stating that any of the conditions for the continued effectiveness of the Second Amendment have not been met or complied with, then this Second Amendment shall be null and void, except, that (i) any Dwelling or Improvement which has been constructed in accordance with the provisions herein may remain as constructed and in the event of a hurricane or other casualty may be replaced or reconstructed as originally built, and (ii) if the Association has assessed common expenses in accordance with the provisions of 7.0.1 or 7.0.2, as set forth in this Second Amendment even if a Terminating Certificate is recorded as set forth above, there shall be no readjustment or proration of any such common expenses which have been assessed or paid. If the Association or Loxahatchee Lakes, Inc. record a Terminating Certificate then the Original Declaration as amended by the First Amendment (subject to the provisions of (i) and (ii) in the preceding sentence) shall continue to be applicable to the Property.”

6. 4th AMENDMENT (1998):

“FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR LAGO DEL SOL”, June 20, 1998, recorded July 23, 1998 at 998-80183, ORB 10534, Pg. 533.

7. 5th AMENDMENT (2000):

“FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LAGO DEL SOL”, December 13, 2000, recorded February 28, 2001 at ORB 12341, Pg. 220.

8. 6th AMENDMENT (2008)²

“FOURTH [*sic*, SIXTH] AMENDMENT TO THE DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR LAGO DEL SOL”, June 25, 2008, recorded July 15, 2008 at ORB 22759, Pg. 1450 and rerecorded August 5, 2008 at ORB 22794, Pg. 915.

² The document calls itself the “Fourth Amendment.” It is not the fourth amendment, it is the sixth. In its text, the “6th” amendment acknowledges the first three amendments as having changed the original and become part of the Declaration but failed to mention that the 4th and 5th Amendments in 1998 and 2000, respectively, had done the same or that they even existed. Luckily, the changes made by this “6th” amendment did not affect any of the paragraphs or subject areas addressed in the 4th and 5th amendments.

JUN-14-1991 09:23 am 91-168280
ORB 6857 Pg. 1435

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR LAGO DEL SOL

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made as of the 17th day of May 1991, by Loxahatchee Lakes, Inc., a Florida corporation.

WITNESSETH:

WHEREAS, Loxahatchee Lakes, Inc., a Florida corporation, as the owner and developer of the lands described below (the "Property"), has executed this Declaration of Covenants, Conditions and Restrictions to be recorded in the Public Records of Palm Beach County, Florida (the "Declaration");

LOXAHATCHEE LAKES, a residential planned unit development subdivision of Palm Beach County, Florida, according to, the plat thereof recorded in Plat Record Book 68, page 21-22 of the Public Records of Palm Beach County, Florida.

ARTICLE 1: DEFINITIONS

1.0 The following terms, as used in this Declaration, shall have the following meanings herein and in all exhibits and amendments hereto:

1.1 "Articles" means the Articles of Incorporation of Lago Del Sol Homeowners Association, Inc., dated May 16, 1991, and filed with the Florida Secretary of State on May 16, 1991. A copy of the Articles is attached hereto as Exhibit A and made a part hereof.

1.2 "Assessment" means a share of the funds required for the payment of Common Expenses which, from time to time, is assessed against each Parcel. This definition shall in no way preclude the making and collection of Special Assessments as provided for in this Declaration.

1.3 "Association" means Lago Del Sol Homeowners Association, Inc., a Florida corporation not-for-profit, and its successors and assigns.

1.4 "Board" means the Board of Directors of the Association.

1.5 "By-Laws" means the By-Laws of the Association, a copy of which are attached hereto as Exhibit B and made a part hereof.

1.6 "Common Property" means all portions of the Property, including any Improvements now or hereafter constructed thereon, which are intended for the

common use and enjoyment of the Parcel owners and which are owned by or conveyed to the Association or which are dedicated to the Association on any recorded plat of the Property or which are owned by the Unit Owners collectively as tenants in common and all other property which may at any time be acquired by the Association. The Common Property includes the Roads and the Lakes.

1.7 "Common Expenses" means expenses for which the Parcel Owners are liable to the Association as provided for in this Declaration.

1.8 "Declaration" means this Declaration.

1.8.1³ "Developer" or "Declaror" shall mean Loxahatchee Lakes, Inc., a Florida [corporation].

1.9⁴ "Dwelling" means any residential dwelling unit constructed on a lot or lots.

1.10 "Effective Date" means the date on which this Declaration of Covenants, Conditions and Restrictions is recorded in the Public Records of Palm Beach County, Florida.

1.11 "Improvements" means all structures, or any portion thereof, and artificial changes to the natural environment (exclusive of landscaping), located, on the Property.

1.12 "Institutional Mortgagee" means any insurance company, federal, national or state bank or savings and loan association; profit-sharing trust; pension fund; real estate investment trust; Massachusetts business trust authorized to do business in the State of Florida; agency of the United States Government; any other generally recognized institutional lender; and any "Secondary Mortgage Market Institution" including the Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Housing Administration, and Veterans Administration and such other Secondary Mortgage Market Institutions as the Board shall hereafter approve in writing that is the holder, insurer, or guarantor of any recorded first mortgage lien on the Property or any portion thereof, including any Parcel.

1.13 "Lakes" means the two lakes shown on the Survey and designated as "Water Management Tracts No.1 and No.2".

1.14 "Lot" means any tract of land depicted in and designated by a number on the Survey and which is intended as a site for a Dwelling. There is a total of twenty-nine (29) Lots shown on the Survey. Should any Lots which may be combined to form a

³ 1st Amendment (1991): This paragraph was added.

⁴ 3rd Amendment (1997).

larger Lot and are therefore considered a single lot for purposes hereof, be thereafter properly subdivided or used or treated as more than one (1) Lot as may be permitted under the Project Documents and applicable law, then such combined Lot shall thereafter be considered as two (2) or more Lots as applicable under the circumstances.

1.15 "Mortgagee of Record" means the holder of any recorded mortgage lien on the Property or any portion thereof, including a Dwelling. This definition includes an Institutional Mortgagee.

1.16 "Parcel" means a Lot and the Dwelling located thereon, if any. As of the date hereof, there are twenty-nine (29) Parcels in the Project.

1.17 "Parcel Owner" or "Owner" means any owner of record fee title to or fee interest in a Parcel.

1.18 "Project" means the single family residential community which has been developed on the Property and which is known as Lago Del Sol.

1.19 "Project Documents" means collectively the Declaration and all Exhibits hereto, including, specifically, the Articles and By-Laws and the Rules and Regulations and all other instruments and documents referred to in the foregoing which have been or shall be executed in connection with the Property.

1.20 "Roads" means the roadway shown on the Survey as Tract S and known as "Lago Del Sol Drive".

1.21 "Rules and Regulations" means the rules, regulations, and resolutions governing the use, occupancy, maintenance, and operation of the Common Property adopted pursuant to this Declaration, as they may from time to time be amended.

1.22 "Special Assessment" means any assessment levied against Parcel Owners by the Association other than Assessments.

1.23 "Transfer Date" shall mean the date that the Developer relinquishes the right to appoint a majority of the Directors to the Board of Directors of the Association and conveys legal title to the Common Property to the Association. The Transfer Date shall occur 120 days after the Developer has closed the sales of more than 75% of the 29 Lots contemplated by the general plan of the development, or three years after the Developer has closed the sale of the first Lot in Loxahatchee Lakes or after the Developer elects to relinquish its control of the Association, whichever shall first occur.

1.24 "Survey" means the survey of the Property prepared: by Ewing & Shirley, Inc., dated July 31, 1991, a copy of which is sheet 2 of the Plat of Loxahatchee Lakes P.U.D.

ARTICLE 2: PLAN OF DEVELOPMENT

2.0 The Project. The Project has been developed on the Property as a luxury single family residential community.

2.1 Submission to Declaration. The Property shall be submitted to every term and condition of this Declaration upon the recording of this Declaration in the Public Records of Palm Beach County, Florida and thereafter shall be so restricted.

ARTICLE 3: THE ASSOCIATION

3.0 Membership in the Association. All Parcel Owners shall be members of the Association. Notwithstanding anything to the contrary set forth in this Section 3.0, any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member of the Association. Membership in the Association shall be appurtenant to and may not be separated from ownership as a Parcel.

3.1 Association's Right to Improve Common Property. The Association shall have the right to make improvements, alterations, or modifications to the Common Property which do not adversely affect or materially interfere with the rights of any Parcel Owner, provided such improvements, alterations, or modifications are first approved by the Board of Directors. The cost thereof shall be assessed as Common Expenses to be collected from all Parcel Owners.

3.2 Subsequent Legislation. The Association is not a condominium association and, therefore, shall not be affected by the provisions of Chapter 718, Florida Statutes. Further, the express intent of the governing documents of the Association is that the substantive rights thereunder shall not be retroactively affected by the legislation which may be enacted subsequent to the date of the execution of such governing documents unless the provisions of or a reference to such legislation is specifically included in an amendment to the governing documents and approved in writing by the Association.

ARTICLE 4: COMMON PROPERTY

4.0 Title to Common Property. The Roads are located within the boundaries of an Easement over, upon, and across the properties described in Exhibit "D" attached hereto and made a part hereof. Fee simple title to the Lakes is vested in the Association. Notwithstanding the manner in which fee simple title to the Common Property may be held, the Association shall be responsible for the management, maintenance, and operation of the Common Property, and for the payment of all property taxes and other assessments which are liens against the Common Property. The Association, through its Board of Directors, is hereby authorized and empowered to

adopt Rules and Regulations governing the use, occupancy, maintenance, and operation of the Common Property, and such Rules and Regulations may be amended from time to time. Each Parcel Owner, his family, guests, invitees, and lessees shall be subject to the provisions of the Rules and Regulations, as promulgated from time to time.

4.2 Owners' Easements of Enjoyment. Subject to the provisions hereinbelow, the Common Property is hereby declared to be subject to a perpetual, non-exclusive right and easement in favor of each Parcel Owner, his family, guests, invitees, and lessees, for all usual and proper uses and for the furnishings of services and facilities for which the same are reasonably intended. Such right and easement shall be appurtenant to, and shall pass with the title to, each Parcel.

4.3 Extent of Owners' Easements. The rights and easements of enjoyment in and to the Common Property shall subject to the following:

4.3.1 The right of the Association to suspend the enjoyment rights and easements of any Parcel Owner for any period during which an Assessment remains unpaid by that Parcel Owner.

4.3.2 The right of the Association to suspend the enjoyment rights and easements of any Parcel Owner for any period during which such Parcel Owner is in violation of any of the Project Documents.

4.3.3 The right of the Association to maintain the Common Property.

4.3.4 The right of the Association to convey, grant, transfer, or dedicate easements to any governmental or quasi-governmental agency, authority, utility, water management, or water control district.

4.3.5⁵ Restrictions contained on any plat, or filed separately, with respect to all or any portion of the Property.

4.4 Continual Maintenance. In the event of a permanent dissolution of the Association, the Parcel Owners shall immediately thereupon hold title to the Common Property as tenants in common and shall collectively provide for the continued maintenance and upkeep thereof.

ARTICLE 5: USE RESTRICTIONS AND LAND USE COVENANTS

Because of certain unique features of the development of the Property and the continuing necessity to preserve the plan of development, the Parcel Owners hereby set forth restrictions as to the use of the Property, which covenants shall be deemed "to run with the land". The Parcel Owners hereby declare the Property to be committed to the following covenants and restrictions:

⁵ 1st Amendment (1991).

5.0.1⁶ Single Family Residence. Each parcel shall be occupied and used by the owner, his immediate family, guests, invitees, and lessees, as a single family, private residence and for no other purpose. Parcels shall not be divided for purposes of improvement. No separate part of a parcel may be rented. No trade, business, profession or other type of commercial activity may be conducted on any parcel or on any common property. A dwelling may be constructed on a portion of two (2) or more adjoining parcels. No more than one (1) dwelling may be constructed on anyone parcel.

5.0.2 Pets. A Parcel Owner shall be allowed to keep or harbor in his Dwelling as pets, dogs, cats, tropical fish, birds, and other common household pets, subject to the following provisions. In no event shall horses, ponies, pigs, chickens, ducks, livestock, poultry, or cattle be considered common household pets for purposes hereof. Such pets shall not be kept for breeding or for any commercial purposes whatsoever. Dogs must be leashed whenever outside the boundaries of their owner's Parcel. Any Parcel Owner having a dog or cat shall also abide by the Rules and Regulations promulgated by the Board regarding animals, livestock, or poultry on the Property. No animal shall be allowed to create or cause any disturbance or nuisance of any kind. If an animal or pet does cause or create a nuisance or an unreasonable disturbance, the animal or pet shall be permanently removed from the Property within three (3) days from the day the owner receives written notice of such effect from the Board of Directors. The owner of any pet or animal shall be liable for all damage caused by such pet or animal. Violation of this paragraph or of any of said Rules and Regulations may result in the termination of the Parcel Owner's right to keep such dog, cat, or other household pet.

5.0.3 No Immoral or Improper Use. No immoral, improper, offensive, or unlawful use shall be made of the Property. No use or practice shall be allowed on the Property which is either an annoyance to Parcel Owners or an interference with the peaceful possession and property use of the Property by the Parcel Owners, as determined from time to time by the Association. No nuisance shall be allowed upon the Property.

5.0.4 No Use Which Increases Insurance. No Parcel Owner shall permit any use of his Parcel or make any use of the Common Property that will increase the cost of insurance upon the Common Property.

5.0.5 Compliance with Law. All valid laws, zoning ordinances, and regulation of all governmental bodies having or asserting jurisdiction and all Rules and Regulations of the Association shall be observed. The responsibility of

⁶ 3rd Amendment (1997). Previously, the 2nd Amendment had replaced this paragraph. Because the 1995 Terminating Certificate rendered the 2nd Amendment null and void, the paragraph reverted to its former language. It is now amended by the 3rd Amendment.

meeting the foregoing requirements shall be borne by the party responsible for the maintenance and repair of the property concerned.

5.0.6 Use of Recreational Facilities. The use of any recreational facility or any other portion of the Property shall be totally at the risk of those individuals using such facilities and not at the risk of the Association. The Association shall not be liable for the negligence of any party in connection with the use of the Common Property or any other portion of the Property.

5.0.7⁷ Exterior Areas. No Parcel Owner shall cause anything to be affixed, attached to, hung, displayed, or placed on the exterior walls (excluding normal and customary awnings or storm or hurricane shutters), doors or windows of his Dwelling, nor shall be placed any furniture or equipment outside the Improvements on his Lot, without the prior written consent of the Board, except that the consent of the Board shall not be required with respect to the use of lawn furniture in the backyard of a Lot. No radical change shall be made in the color or any previously approved exterior window, door, glass, storm, or hurricane shutter or screen of a Dwelling, except with the prior written joint consent of the Board of Directors and Architectural Review Committee.

5.0.8 Noise. No noise shall be permitted to be transmitted from one Parcel to another. In the event the Board of Directors determines that any noise is unreasonable (regardless of where that Parcel is situated in relation to the offending Parcel), then the Owner of such Parcel shall, at his own expense, take such steps as necessary to abate such noise to the satisfaction of the Board of Directors. In the event the Owner of such Parcel fails to abate the noise, the Board of Directors shall take such steps as shall be necessary to abate the noise and the Parcel Owner shall be liable to the Association for all expenses incurred in abating the noise, including reasonable attorneys' fees.

5.0.9 No Signs. No signs, advertisements, or notices of any type shall be displayed on, placed on, or affixed to any part of the Property, including any Dwelling, except with the prior written consent of the Board of Directors. Notwithstanding the foregoing, one (1) sign of not more than (6) square feet in gross area advertising the Property for sale may be temporarily placed on any Parcel. Further, notwithstanding the foregoing, one (1) sign of not more than six (6) square feet in gross area listing the name, address and logo, if any, of a general contractor, construction lender or architect involved in the construction of new improvements consisting of a single family residence on a Property may be placed on any Parcel during actual construction and shall be promptly removed within thirty (30) days after the issuance of the final certificate of occupancy of said improvements.

⁷ 1st Amendment (1991).

5.0.10 Parking. No recreational vehicles, motor homes, habitable motor vehicles of any kind, campers or trailers of every other description, trucks, commercial vehicles, or other motor vehicles, whether of recreational, personal, or other nature, except four-wheel passenger automobiles, non-commercial vans and mini-vans, station wagons, and pick-up trucks, shall be kept, placed, parked, or stored upon any portion of the Property, nor shall any maintenance or repair be performed upon any boat or motor vehicle upon any portion of the Property, except in a closed garage or other area which is totally screened from view from the Roads and adjacent Parcels by fences, walls, or appropriate shrubbery. Commercial vehicles shall include, but not be limited to, all vehicles which bear signs or have painted on the exterior thereof any reference to any commercial undertaking or enterprise. Notwithstanding the foregoing, service and delivery vehicles may park on the Property during regular business hours, solely as needed for providing services or deliveries to a Dwelling. No vehicle of any kind shall be parked overnight on any of the Roads or on the grassed area of any Lot or the Common Property. In the event of a dispute concerning the type of vehicle, the manufacturer's classification of the vehicle shall control. The Association shall have the right to authorize the towing of any vehicles which are parked in violation of this provision, and to collect from the offending Owner the costs thereof, as a Special Assessment against such Owner.

5.0.11⁸ Temporary Structures. No structure or object of a temporary character such as but not limited to mobile homes, house trailers, tents, shacks, sheds or temporary or accessory buildings or structures, shall be erected kept or maintained on the property, or any part thereof. All construction shall be completed within one year of the pouring of the concrete slab or footer.

5.0.12. Antennae. No radio or other electronic antennae, aerial, or other reception or transmission device, except for normal and customary television antennae, may be erected or maintained anywhere on the Property, unless installed by the Association. No satellite receiving dish or other similar equipment may be installed on any Parcel unless it is screened from view from the Roads and adjacent Parcels by fences, walls, or appropriate shrubbery.

5.0.13 Subdivision of Lots. No Lot may [be] subdivided or partitioned. A lot shall be the site of one single family residence only.

5.0.14. Laundry. No portion of the Property shall be used for the drying or hanging of laundry, unless such laundry is adequately screened from public view, so that the laundry is not visible from the Roads or from adjacent Parcels.

⁸ 4th Amendment (1998).

5.0.15⁹ Storms. Dwellings may be boarded up only when there is an imminent threat of a storm or hurricane. In no event shall any Dwelling be boarded up for any period after the imminent threat of a storm has passed.

5.0.16. Garages. All, garages shall be constructed for a minimum of two automobiles. No garage shall be permanently enclosed or converted without the prior written approval of the Association. The doors of all garages shall be kept in a useful operating condition and shall be closed, except as needed for ingress and egress. All garages must be attached to the Dwelling within minimum of a roof. No carports shall be constructed or maintained on any Lot. Garages shall be used primarily for storage of vehicles. No ventilation grills or other openings of any kind shall be made in any garage door.

5.0.17¹⁰ Architectural Control. No improvements, including but not limited to any fence, patio, deck, terrace, swimming pool, sheds or screened enclosure shall be erected, constructed or removed nor shall any addition to or any change, replacement or alteration thereof be made without the prior written approval of the Board of Directors. The Board is hereby authorized and empowered, but is not required, to create written standards, criteria and specifications governing the procedure for application for and granting or approval of any proposed improvements. Approval is granted only if in harmony with scheme of the project. No Improvements shall be approved which are not in harmony with the external design and architectural scheme of the Project. Fences may be no greater than six (6) feet in height and may only be constructed in the backyard of a Lot and shall be located at least twenty-five (25) feet from the edge of the pavement of any Road abutting the Parcel on which such fence is located. No chain link fence is permitted. Patios, decks, terraces, sheds or similar improvements may only be constructed in the back yard of a lot. The Board may, but is not required to, appoint an Architectural Review Board and delegate to such Architectural Review Board powers and authority with respect to all matters involving architectural control set forth in the Declaration or otherwise. A majority of the Board or the Architectural Review Board, if appointed, may designate a representative and may employ personnel and consultants to act for it. The Board or Architectural Review Board, if appointed, shall have the right to disapprove any plans with specifications which are not suitable or desirable, in its sole discretion, for aesthetic or other reasons. The location and design of free-standing and unattached cabanas, gazebos and sheds must have prior written joint approval from the Board of Directors and from the Architectural Review Board.

⁹ The 2nd Amendment (1993) had eliminated this paragraph. Because the 1995 Terminating Certificate rendered the 2nd Amendment null and void, the former paragraph was reinstated.

¹⁰ 4th Amendment (1998).

5.0.18¹¹ Architectural Standards. No improvements, including dwellings, shall be more than two (2) stories or exceed thirty-five (35) feet in height as measured to midpoint of highest roof slope. No dwelling shall be located less than 55 feet from the middle point of the front Lot line. No dwelling shall be located less than thirty-five (15) feet from any sideline of any Lot except as to Lots 1, 14, 15 and 16. No dwelling shall be located less than twenty-five (25) feet from any sideline of said Lots. No dwelling shall be located less than forty (40) feet from the rear Lot line. The minimum square foot area under air of all one-story dwellings shall be not less than two thousand (2,000) square feet; the minimum square foot area under air of all two-story dwellings shall be not less than two thousand (2,000) square feet on the main floor. For purposes hereof, in computing square footage, credit shall not be given for garages, porches, patios, terraces, sheds or other similar areas. No dwelling shall occupy more than thirty-five percent (35%) of the owner's lot without the prior written approval of the Board. Each dwelling shall contain a garage large enough to contain at least two (2) automobiles. The main roof pitch shall not be less than 4.5 to 12.0. No main roof shall be a flat roof. Flat roofs shall only be in the rear of the dwelling and shall not exceed ten percent (10%) of the total roof area of the dwelling, (excluding from the ten percent (10%) computation the proposed flat roof area). The only materials which may be used as roof coverings on approved dwellings, gazebos and cabana buildings within the development shall be concrete tile, clay tile or standing, rolled, seam metal panels (26 gauge or heavier). All utilities shall be constructed underground.

Storage sheds will be allowed subject to the following restrictions: the maximum square footage of the shed shall not exceed two hundred (200) square feet. The front of the shed shall not be facing towards the direction of the nearest road. The shed will be landscaped on three (3) sides. Within one (1) year after installation of the shed, the landscaping must exceed fifty percent (50%) of the height of the shed on all three of the landscaped sides. Any proposed construction and placement of the shed must be pre-approved in writing by the Board of Directors or the Architectural Review Board.

[5.0.19 is deleted]¹²

¹¹ 4th Amendment (1998).

¹² 3rd Amendment (1997) stated, "5.0.20(A) (Referred to as 5.0.19 on First Amendment). TIME LIMITS TO CONSTRUCT HOUSE ON LOT. Paragraph 5.020 (A) of the Declaration and Paragraph 5.0.19 of the First Amendment are hereby deleted. There shall no longer be any time limit as to when a dwelling must be constructed or when a building permit must be applied for." N.B., One matter corrected by the 1st Amendment was the misnumbering in the original document which occurred because there was no 5.0.19. The 1st Amendment renumbered 5.0.19 through 5.0.34.

5.0.20¹³ Trees, Soil and Grass. No trees which exceed three (3) inches in diameter or exceed three (3) feet in height shall be removed or cut nor shall surface soil be dug or removed from any Lot on which a Dwelling has been constructed without the prior written consent of the Board. Whenever a Dwelling is being constructed on a Lot, all Melaleuca, Brazilian Pepper, and Australian Pine trees located on such Lot shall be removed by the Owner thereof and replaced with native Florida trees, shrubs, plants, and other landscaping material. When a Dwelling is constructed on a Lot, the Lot shall be sodded. No owner shall permit the growth of noxious weeds upon his Lot, so as to become a nuisance. No Melaleuca, Brazilian Pepper, and Australian Pine trees shall be planted or permitted to grow on any Lot.

5.0.21¹⁴ Driveways. All driveways shall be constructed of concrete materials or other materials approved in writing by the Board. No circular drives, parking areas, or oversized driveways may be constructed or maintained without the prior written joint approval of the Board of Directors and the Architectural Review Board.

5.0.22¹⁵ Artificial Vegetation. No artificial grass, plants, or other artificial vegetation shall be placed or maintained upon any portion of the Property not covered by a roof without the prior written approval of the Board.

5.0.23¹⁶ Lawn Sprinkling System. An underground sprinkler system of sufficient size and capacity to irrigate all sodded and landscaped areas of the Lot must be installed and maintained in good working order on all Parcels containing Dwellings by the respective Owners thereof.

5.0.24¹⁷ Maintenance of Lots. All Lots shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage shall be allowed to accumulate, or any fire hazard allowed to exist thereon. All Lots shall be regularly mowed and edged and kept free of debris and vegetation (including weeds, underbrush and unsightly growths) up to the curb of the Road abutting the Lot. In the event an Owner fails to maintain his Lot as aforesaid, for a period of at least thirty (30) days, the Association shall have the right, exercisable in its discretion, to mow, burn, clear, trim or prune any weeds, grass, underbrush, trees, shrubs, bushes or

¹³ 1st Amendment (1991).

¹⁴ The 2nd Amendment (1993) had replaced this paragraph. Because the Terminating Certificate on August 25, 1995 rendered the 2nd Amendment null and void, the paragraph reverted to its former language, which was from the 1st Amendment (1991).

¹⁵ 1st Amendment (1991).

¹⁶ 1st Amendment (1991).

¹⁷ 1st Amendment (1991).

unsightly debris and growths from any Lot deemed by the Association to be a health menace, fire hazard, or a detraction from the aesthetic appearance of the Property, provided however that at least fifteen (15) days' prior notice shall be given by the Association to the Owner of such Lot before such work is done by the Association. In the event the Association, after such notice, causes the subject work to be done, then and in that event, the cost of such work, together with interest thereon at the rate of eighteen percent (18%) per annum, shall be charged to the Owner and shall become a lien on the subject Property, which lien shall be effective, having priority and be enforced pursuant to the procedures set forth in Article 7 of this Declaration.

5.0.25¹⁸ Refuse Containers, Storage, Tanks and Equipment. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept in sanitary refuse containers, which shall be placed in a walled-in area so that are not visible from the Roads or from adjacent Parcels. All oil tanks or bottle gas tanks must be kept underground or screened from view from the Roads and from adjacent Parcels by fences, walls or appropriate shrubbery. Trash, refuse or waste materials shall not be burned on any Lot. All water filtration machinery, apparatus, equipment, water softeners, water pumps, pool pumps, filters, machinery, apparatus and equipment, and all other machinery, apparatus and equipment of any type or nature must be screened from view from the Roads and from adjacent Parcels by fences, walls or appropriate shrubbery.

5.0.26¹⁹ Air Conditioners. All window or wall air conditioning units are prohibited. All air conditioner compressors shall be screened from view from the roads and from adjacent Parcels and shall be surrounded and insulated by a fence, wall, or appropriate shrubbery to minimize the transmittal of noise.

5.0.27²⁰ Newspapers. No newspaper box may be installed or maintained on a Parcel. All newspapers delivered to a Parcel shall [be] brought inside daily and shall not be permitted to accumulate on any Parcel.

5.0.28²¹ Elevation. The first-floor elevation of all Dwellings shall comply with the one hundred (100) year flood criteria established by the South Florida Water Management District. No change in the elevation of any Lot shall be made, nor shall any fill be used to extend the property beyond the Lot line, without the prior written consent of the Board. Further, no Lot abutting water shall be

¹⁸ 1st Amendment (1991).

¹⁹ 1st Amendment (1991).

²⁰ 1st Amendment (1991).

²¹ 1st Amendment (1991).

increased in size by filling in the water it abuts, without the prior written consent of the Board.

5.0.29²² Additions and Improvements. All additions to or improvements of Dwellings must conform in architectural style, type and quality of materials used with the Dwelling originally constructed on the Lot; further, all addition. and improvements must be approved, in advance, by the Board as set forth in Section 5.0.18 hereof.

5.0.31 [sic, should be "5.0.30"]²³ Boathouses and Docks. Any parcel owner of Lot Numbers 1 through 15 may construct one (1) boat dock per parcel provided that the boat dock is no more than six (6) feet wide and does not extend into the East Lake by more than twenty (20) feet from the water's edge. All such boat docks must be reviewed and approved by the Association Architectural Review Committee and Ski Committee (referred to in Paragraph 5.1.1, as amended), prior to construction and after completion to insure conformance with the approved design documents. No Boathouses are permitted on East Lake (Lake 1) unless approved in writing by the Ski Committee referred to in 5.1.1 and the Site Plan and Architectural Drawings shall be subject to the approval of the Architectural Review Board (or the Board of Directors if no Architectural Review Board has been appointed). No Boathouses are permitted on West Lake (Lake 2).

5.0.31²⁴ Colors. All colors, materials, and finishes on all exterior areas of Dwellings must be coordinated to achieve design consistency and must be approved in writing, in advance, by the Board. All external areas of the Dwelling which are stained or painted must be restained or repainted at sufficient intervals to preserve the aesthetic beauty of the Property.

5.0.32²⁵ Solar Heating. All solar heating apparatus must conform to the standards set forth in the HUD Intermediate Minimum Property Standards Supplement, Solar seating and Domestic Hot Water Systems, and be approved by the Board. The location and size of all solar heating apparatus and equipment must also be approved by the Board. No solar panels, vents, or any other roof mounted, mechanical equipment shall project more than one and one-half (1.5) feet above the surface of the roof of [the] Dwelling, further, all such equipment shall be painted consistent with the color scheme of the roof of the Dwelling.

²² 4th Amendment (1998).

²³ 3rd Amendment (1997). Note the confusion about the numbering of the paragrah. It claims to be 5.0.31 and also claims the paragraph is "Referred to as 5.0.30 on Second Amendment."

²⁴ 1st Amendment (1991).

²⁵ 1st Amendment (1991).

5.0.33²⁶ Landscaping. The landscape plans for each Owner's Parcel must be submitted to and approved by the Board prior to the commencement of any landscaping. Sodding or landscaping or a combination thereof is required for all front, rear, and side yards. In lieu thereof, xeriscaping may be permitted in the discretion of the Board. The area, if any, between an Owner's rear property line and the water's edge of any Lake or other water body within or abutting the Property shall be landscaped or sodded, or both, and maintained by the Owner of the Parcel. The Owner shall be required to landscape his Lot in accordance with the landscaping criteria established by the Board, as amended from time to time. The aforesaid landscaping shall be completed by the Owner within two (2) months of the date of issuance of the Certificate of Occupancy for the Dwelling.

5.0.34²⁷ Swimming Pools and Tennis Courts. The setback limitations set forth in Section 5.0.19 hereof shall specifically apply to swimming pools, screen enclosures of swimming pools, and tennis courts. No swimming pool shall project with the coping more than one (1) foot above the established grade. The location and construction of all swimming pools and tennis courts must be approved in writing, in advance, by the Board. Any lighting of a pool or tennis court shall be designed to buffer the surrounding Parcels from such lighting.

5.1 Permitted Boat Usage of Lakes. The Water Management Tract No. 1 (hereafter referred to as ("East Lake" or "Lake 1") and Tract No. 2 ("West Lake" or "Lake 2")), shall be available for use by owners and their guests in the owners' presence as follows:

5.1.1. East Lake (Lake 1).²⁸ The parcel owners of Lots 1 through 15 shall have the right to use East Lake to the exclusion of other lot owners in the Project for traditional 3-event water skiing and ski-boarding and knee-boarding (hereinafter "Water Skiing"). Any changes in the usage of East Lake requires the unanimous consent of all fifteen (15) East Lake lot owners. The use of East Lake by the Parcel Owners of Lots 1 through 15 for Water Skiing shall be in accordance with the written guidelines, policies and regulations for the management of East Lake in effect from time to time. The use of East Lake for Water Skiing, subject to the other provisions herein contained, shall be controlled by a Ski Committee to oversee the scheduling, operations and maintenance of the lake's Water Ski activities. This Committee shall initially be composed of three (3) parcel owner members and shall report to the Association Board of Directors. Members of the Ski Committee shall be elected by the Parcel Owners

²⁶ 1st Amendment (1991).

²⁷ 1st Amendment (1991).

²⁸ 3rd Amendment (1997).

of Lot 1 through 15. East Lake Ski Club Corporation, a Florida not for profit corporation, has been organized to aid and assist in the scheduling, operations and maintenance of the lake as specifically related to Water Ski activities. As with the Ski Committee, all functions of East Lake Ski Club Corporation shall be under the auspices of the Association's Board of Directors, including the election and/or appointment of officers and directors and the levying and collection of any membership fees for membership and classes of membership that may be created for types for types of uses such as jump and slalom users, slalom users only, etc.

Control of the use of East Lake by the Ski Committee and East Lake Ski Club Corporation is intended to provide the most efficient and effective use of the lake for Water Skiing for the Parcel Owners of Lots 1 through 15, their immediate family, guests, invitees and lessees. Except for private boats owned by East Lake Lot Owners, no private boats will be permitted on the lake except: by written agreement from the Ski Committee. Boats permitted on East Lake, when not in use on the lake shall be stored or kept on Parcel 1 through 15, unless the Parcel Owner has an approved boathouse or dock and has a lift by which the boat is stored or kept out of the water in the boathouse or in the water immediately adjacent to the dock. Boats that are stored or kept on Parcels 1 through 15 shall be placed in East Lake only by approved boat lifts or ramps located on a Parcel Owner's lot. Boats that are stored or kept on Parcels 1 through 15 unless on an approved boat lift (whether on the Parcel Owner's lot or in a boathouse or adjacent to a dock) shall be stored or kept in a closed garage or other area which is totally screened from view from the Roads and adjacent Parcels by fences, walls, appropriate shrubbery, trees and other landscaping. No commercial skiing or ski school shall be permitted.

All Parcel Owners who operate boats on East Lake shall obtain and maintain current liability insurance during all periods of use and/or unprotected storage within the development. Such insurance shall include the Association as an additional insured, and a copy of the insurance policy shall be delivered to the Association prior to the time any boat enters the development or the East Lake. Parcel Owners who keep their boats in a locked storage garage and which are not used on the lake shall not be required to obtain liability insurance. Once the Parcel Owner removes his boat from the locked storage garage, liability insurance must be obtained.

The Ski Committee and East Lake Ski Club Corporation shall establish a hierarchy and priority of use for all activities on the Lake, as follows:

(a) First Priority: Owners of Parcels on the East Lake and their immediate family members (immediate family members shall be restricted to children and grandchildren of the Parcel Owners). All other users of East Lake shall be subordinate to this group.

(b) Second Priority: All other family members, friends, guests, and invitees of the Parcel Owners on the East Lake and Lessees of the Parcels of

the East Lake and their immediate family members of a Lessee shall be restricted to children and grandchildren of Lessee. Lessees as described in this Paragraph are limited to individuals rather than corporations and other non-individual entities. Guests of Lessees shall not be permitted to use the East Lake.

5.1.2²⁹ "West Lake" (Lake 2). West Lake shall be used solely for pleasure boating or fishing in a boat or other water craft powered solely by an electrically powered motor or engine.

5.1.3 No usage of either East Lake (Lake 1) or West Lake (Lake 2) shall in any way harm or alter the littoral easement referred to on the P.U.D, plat as Tract Z-1 or Tract Z-2. Any such harmful or altering use shall be immediately halted upon written notice to the offending user from any officer or director of the Association.

5.1.4³⁰ Leasing. No Unit owner may dispose of a Unit or any interest therein by lease without approval of the Association. If the purchaser or lessee is a corporation, approval may be conditioned upon the approval of those individuals who will be occupants of the Unit. Approval of the Association shall be obtained as follows:

(i). Leasing of Units.

(a) Definition. "Leasing" for purposes of these Rules and Regulations, is defined as regular, exclusive occupancy of a Unit by any person or persons other than the Owner for which the Owner receives any consideration or benefit, including but not limited to a fee, service, gratuity, or emolument.

(b) Notice/Information Required. Any Unit owner intending to make a bona fide lease of his Unit shall give to the Association written notice of such intention, together with the required fee, and if required by the Board, a damage deposit to protect the Association from damage to the common elements by lessee, the amount of which fee and damage deposit, shall be set from time to time by the Board of Directors, the name and address of the intended lessee, an executed copy of the proposed lease, and such other information, in the form of an application or otherwise, to be established from time to time by the Board of Directors, concerning the intended lessee as the Association may reasonably require.

²⁹ The 2nd Amendment (1993) had replaced this paragraph. Because the Terminating Certificate on August 25, 1995 rendered the 2nd Amendment null and void, the paragraph reverted to its former language.

³⁰ 6th Amendment (2008). The numbering of this paragraph makes no sense. Paragraph 5.1 has to do with Boat usage. This should be 5.2

(ii) Leasing Provisions

(a) General. Units may be rented only in their entirety; no fraction or portion may be rented. There shall be no subleasing of Units or assignment of leases unless prior written approval is obtained from the Board of Directors. No transient tenants may be accommodated in a Unit. All leases shall be in writing except with the prior written consent of the Board of Directors. No unit may be subject to more than one (1) lease in any twelve (12) month period, regardless of the lease term. Any renewals of a lease for the same tenant(s) will be subject to re-application with the Board. The Owner must make available to the lessee copies of the Declaration, By-Laws, and the Rules and Regulations. Additionally, lessees are restricted as follows:

(1) Lessees shall comply with all Rules and Regulations

(2) The Association shall from time to time determine the amount of a uniform deposit not to exceed one thousand dollars (\$1,000.00). The Association may in its discretion use the deposit to: reimburse the Association for damages or injuries suffered by the Association if a lessee or lessee's guests or invitees damage Association Common Areas, damage Association property, or violate Association use restrictions; and for any delinquent monetary obligation owed by the Owner or lessee to the Association, including but not limited to any assessment or fine. The Association shall only be accountable to the Unit Owner for the deposit. The Association shall not be responsible to the lessee for the deposit.

(3) Compliance with Declaration, By-Laws, and Rules and Regulations. Prior to approval of any prospective lease, every prospective Lessee shall be required to apply for approval including consent for background checks and interview with the Approval Committee or the Board's designated agent for that purpose. Members of the Committee or the Board's designated agent shall be appointed by the Board and need not, but may be, composed of members of the Association, including Board members. Said Committee or designated agent shall make recommendations to the Board, which shall be the sole authority for approval/disapproval of Leasing. The purpose of this required interview is to review the Associations' governing documents including its Rules and Regulations with prospective lessees, and to have said prospective lessees execute an acknowledgment that they have reviewed, understand and will abide by said governing documents, to review the prospective lessee's application and other required material and thereafter approve or disapprove prospective lessees, based on the results of said interview and review of lessee's application and such background checks as may be required by the Board.

(4) Owners and Lessees Responsibilities. Each Owner shall cause all occupants of his or her unit to comply with the Declaration, By-Laws, and the Rules and Regulations adopted pursuant thereto, and shall be

responsible for all violations and losses to the Common Areas caused by such occupants, notwithstanding the fact that such occupants of a unit are fully liable and may be sanctioned for any violation of the Declaration, By-Laws, and Rules and Regulations adopted pursuant thereto. All leases of Units shall be automatically deemed to include a covenant on the part of the tenant to comply with, and be fully bound, by the provisions of these Rules and Regulations of the Association. This section shall also apply to subleases of units and assignments of leases. Failure by the lessee to comply with the terms and provisions of this Declaration and of the Lease Agreement shall constitute default and breach of the lease contract. The Association shall have the right as agent of the Unit Owner to initiate eviction proceedings or other action against lessees if that breach of contract results from violation on the part of the lessee or lessor of the terms of this Declaration and the Rules and regulations of the Association.

(5) Failure to Give Notice. If the above required notice to the Association is not given, then at any time after receiving knowledge of a lease or possession of a Unit, the Association, at its election and without notice, may approve or disapprove the lease transaction. If the Association disapproves the lease or lessee, the Association shall proceed as if it had received the required notice on the date of such disapproval and may proceed with the remedies provided in Section 5.1.3(ii)(7).³¹

(6) Time for Approval/Disapproval. Within fifteen (15) days after such written notice and information and receipt of the required one-hundred-dollar (\$100.00) application fee, the Association must either approve or disapprove the proposed transaction. Such approval or disapproval shall be in writing and transmitted to the lessor within the aforesaid fifteen (15) day period and failure to do so shall constitute approval of the lease.

(7) Failure of Owner to Comply with These Requirements. With respect to any tenant or any person present in any Unit or any portion of the subject property, other than an Owner and the members of his immediate family permanently residing with him in the Unit, if such person shall materially violate any provision of this Declaration, the Articles, or the By-Laws, or shall create a nuisance or an unreasonable and continuous source of annoyance to the residents of the Subject Property, or shall willfully damage or destroy any Common Areas or personal property of the Association, then upon written notice by the Association such person shall be required to immediately leave the Subject Property and if such person does not do so, the Association is authorized to commence an action to evict such tenant or compel the person to leave the Subject Property and, where necessary, to enjoin such person from returning. The expense of

³¹ There is no such section, 5.1.3(ii)(7) in the Declarations or the By-Laws. It probably meant to refer to 5.1.4(ii)(a)(7) in the Declarations.

any such action, including attorney's fee, may be assessed against the applicable Owner, and the Association may collect such Assessment and have a lien for same as elsewhere provided. The foregoing shall be in addition to any other remedy of the Association.

ARTICLE 6: EASEMENTS

6.0 Easements for Unintentional and Non-Negligent Encroachment. If any Improvement shall encroach upon any Common Property or another Lot for any reason not caused by the purposeful or negligent act of the Parcel Owner or the agents or such Parcel Owner, then an easement appurtenant to such Dwelling shall exist for the continuance of such encroachment into the Common Property or other Lot for so long as such encroachment shall naturally exist. If any portion of the Common Property shall encroach upon any Lot, then an easement shall exist for the continuance of such encroachment of the Common property into any Lot for so long as such encroachment shall naturally exist.

6.1 Ingress and Egress. A non-exclusive easement in favor of each Parcel Owner, his immediate family, guest, invitees, and lessees, shall exist (i) for pedestrian traffic over, though and across sidewalks, streets, paths, walks, and other portions of the Common Property as may from time to time be intended and designated for such purpose and use and (ii) for vehicular and pedestrian traffic over, though and across such portions of the Common Property as may from time to time be paved and intended and designated for such purpose and use.

ARTICLE 7: COMMON EXPENSES, APPORTIONMENT AND COLLECTION

7.0³² Assessment and Apportionment. Common Expenses shall be paid to the Association for Assessments levied from time to time against the Parcel Owners in accordance with the provisions of the By-Laws. Common Expenses shall be apportioned by the Association amongst all Parcel Owners, for each lot owned as shown on the Plat of Loxahatchee Lakes, whether or not there has been a commingling. With respect to each fiscal year of the Association, the total number of shares for the Property shall be calculated in accordance with the foregoing provisions. Each Parcel Owner shall be responsible for a share of the Common Expenses equal to a fraction, the numerator of which shall be the number of Parcel's owned and the denominator of which shall be 29. Any two or more lots of the 29 lots shown on the Plat of Loxahatchee Lakes as recorded in Plat Book 68, page 21 of the Public Records of Palm Beach County, Florida, either heretofore or hereafter combined to form a larger Lot, shall be considered as two or more shares.

³² 5th Amendment (2000).

[N.B. former 7.0.1 and 7.0.2 eliminated]³³

7.1 Lien. The Association is hereby granted a lien upon each Parcel and all tangible personal property located thereon for all Assessments and Special Assessments now or hereafter levied against the Owner of such Parcel, together with interest and late charges which may be due thereon and costs and expenses, including reasonable attorneys' fees, which may be incurred by the Association incident to the collection of Assessments and Special Assessments or the enforcement of this lien. The Lien granted to the Association may be foreclosed in the Circuit Court in Palm Beach County, Florida, and, in any suit for the foreclosure of said lien, the Association shall be entitled to rental from the Parcel Owner from the date on which the payment of an Assessment or installment thereof became delinquent and shall be entitled to the appointment of a receiver to collect the rent for said Parcel, without notice to the Parcel Owner. The rental required to be paid shall be equal to the rental charged on comparable types of Parcels, as determined by the Association in its sole discretion. The lien granted to the Association shall further secure such advances for taxes and payments because of superior mortgages, liens, or encumbrances which may be required to be advanced by the Association to preserve and protect its lien, and the Association shall further be entitled to interest at the rate of eighteen percent (18%) per annum on any such advances made for such purpose. Any person who shall acquire, by whatever means, any interest in the ownership of any parcel, or who may be given or acquire a mortgage, lien, or other encumbrance thereon, is hereby placed on notice of the lien granted to the Association and shall acquire his interest in any Parcel express subject to such lien of the Association, upon its recording hereinafter provided.

7.1.1³⁴ The lien herein granted to the Association shall be effective from and after the time of recording by the Association of a claim of lien in the Public Records of Palm Beach County, Florida, stating the description of the Parcel encumbered thereby, the name of the record Owner, the amount due and the date due. The lien shall continue in effect until all sums secured by it, as herein provided, shall have been fully paid. Such claims of lien shall include only Assessments which are due and payable when the claim of lien is recorded, plus interest, late charges, costs, attorneys' fees, and advances to pay taxes, prior encumbrances, and other proper charges together with interest thereon, all as above provided. Such claim of lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record. The claim of lien filed by the

³³ Terminating Certificate (1995): The 2nd Amendment had added these two paragraphs. Because the Terminating Certificate rendered the 2nd Amendment null and void, the paragraphs were eliminated.

³⁴ 1st Amendment (1991).

Association shall be subordinate to the lien of any mortgage or any other lien recorded prior to the time of the recording of the Association's claim of lien.

7.1.2³⁵ Where an Institutional Mortgagee obtains title to a Parcel as a result of foreclosure of its mortgage or where an Institutional Mortgagee or its designee accepts a deed to a Parcel in lieu of foreclosure, such acquirer of title, its successors and assigns, shall not be liable for the share of Common Expenses or Assessments by the Association pertaining to such Parcel or chargeable to the former Parcel Owner which became due prior to acquisition of the title unless such delinquent Common Expenses or Assessments were secured by a claim of lien recorded prior to the recordation of the Institutional Mortgagee's mortgage. Such unpaid share of the Common Expenses or Assessments shall be Common Expenses collectible from all Parcel Owners, including such acquirer, its successors and assigns. Nothing herein contained shall be construed as releasing the party liable for such delinquent Common Expenses and Assessments from the payment thereof or liability for the enforcement or collection thereof by means other than foreclosure.

7.1.3 Any person who acquires an interest in a Parcel, except an Institutional Mortgagee as specifically provided in Paragraph 7.1.2 hereof, including but not limited to persons acquiring title by law or at judicial sale, shall not be entitled to the use or occupancy of the Parcel or the enjoyment of the Common Property until such time as all unpaid Common Expenses and Assessments due and owing by the former Parcel Owner have been paid in full.

7.1.4 The Association shall have the right to assign its claim and lien rights for the recovery of any unpaid Common Expenses, Assessments and Special Assessments to any Parcel Owner or group of Parcel Owners or to any third party.

7.2. Liability in Connection with Conveyance. In connection with any voluntary conveyance of a Parcel, the Grantee shall be jointly and severally liable with the Grantor for all unpaid Assessments and Special Assessments against the Grantor made prior to the time of such voluntary conveyance, without prejudice to the rights of the Grantee to recover from the Grantor the amounts paid by the Grantee therefor.

7.3 No Election of Remedies. Institution of a suit at law to attempt to effect collection of the payment of any delinquent Assessment shall not be deemed to be an election by the Association which shall prevent it from thereafter seeking enforcement of the collection of any sums remaining owing to it by foreclosure or otherwise, nor shall proceeding by foreclosure to attempt to affect such collection be deemed to be an election precluding the institution of any suit at law or otherwise to attempt to effect collection of any sum then remaining due to the Association.

³⁵ 1st Amendment (1991).

7.4 No Exemption from Liability for Assessments. No Parcel Owner may be exempt himself from liability for any Assessments levied against him or his Parcel by waiver of the use or enjoyment of the Common Property or by abandonment of the Parcel or in any other manner.

ARTICLE 8: COMMON EXPENSES

8.0³⁶ Definition of Common Expenses. The expenses and items described in this Article are hereby declared to be Common Expenses which the Parcel Owners are obligated to pay, and the Association is obligated to collect as provided in Article 7 hereof.

8.1 Taxes. All taxes levied or assessed from time to time against the Common Property, or any personal property which is now or hereafter placed thereon or otherwise owned by the Association, by and all taxing authorities shall be Common Expenses, including all taxes, charges, assessments, impositions, liens for public improvements, special charges and assessments, and all interest, penalties, and other charges which may accrue thereon. In the event any of said taxes or assessments are properly payable in installments, then the Association shall have the right to pay the same as such installments come due.

8.2³⁷ Utility Charges. All charges levied for utilities used in connection with the Common Property, whether they are supplied by a public or private firm, shall be Common Expenses and the Association shall pay them monthly or as they otherwise come due. It is contemplated that this may include charges for gas, electricity, telephone, water, sewer, waste removal and all other types of utility service.

8.3 Insurance. All premiums, fees, or other expenses with respect to insurance in connection with the Association and the Common Property shall be Common Expenses.

8.4³⁸ Maintenance and Repair of Property. The Association shall, at its own cost and expense, keep and maintain any buildings, deck areas, walkways, fixtures and other Improvements or items which may at any time and from time to time be situated on the Common Property, including but not limited to all roadways and all appurtenances thereunto belonging or appertaining, including fences, sidewalks and

³⁶ 1st Amendment (1991).

³⁷ 1st Amendment (1991).

³⁸ The 2nd Amendment (1993) had replaced this paragraph, but because the Terminating Certificate (1995) rendered the 2nd Amendment null and void, the paragraph reverted to its former language, which was from the 1st Amendment.

steps, in good and substantial repair and in a clean and sanitary condition. All costs and expenses incurred by the Association in the performance of the duties imposed by this Paragraph 8.4 shall be Common Expenses.

8.5 Management. The Association is hereby authorized and empowered to hire such employees or agents, including professional management agents or companies, and purchase such equipment, supplies and materials as may be needed to provide for the management, operation, supervision and maintenance of the Common Property. Such sums as may be necessary to pay for such labor, equipment, materials, and the salaries and expenses of such employees or agents shall be Common Expenses.

8.6³⁹ Enforcement of this Declaration. In accordance with Paragraph 9.1 hereof, the Association shall have the right to enforce all covenants, restrictions, and other terms contained in or imposed by the project Documents. The Common Expenses shall include all fees, costs and expenses incurred by the Association in connections with its enforcement rights.

8.7 Miscellaneous. Any and all other costs and expenses of any type or nature which may be specifically designated under any of the Project Documents as Common Expenses, such as but not limited to expenses in connection with the improvement of the Common Property (as set forth in Paragraph 3.1 hereof) or which may be reasonably inferable from and incurred in connection with any right, duty, or obligation of the Association as set forth in the Project Documents, shall be Common Expenses.

ARTICLE 9: ENFORCEMENT

9.0 Duty to Comply. Each Parcel Owner shall be governed by and shall comply with the provisions of the Project Documents. A violation of or attempt to violate any provision of the Project Documents by any Parcel Owner shall entitle the parties described in Paragraph 9.1 below to all of the rights and remedies provided under any of the Project Documents or by law, including but not limited to institution of any proceeding at law or in equity against the offending Parcel Owner to restrain any violation or attempted violation of such provisions, to require specific performance of such provisions, to enforce any lien created by this Declaration, or to collect any sums otherwise owed hereunder.

9.1 Right to Enforce⁴⁰. The provisions of the Project Documents may be enforced by the following parties in the following priority: (1) the Association; (2) the Owners of at least fifteen (15) Parcels, provided they first give thirty (30) days written notice to the

³⁹ 1st Amendment (1991).

⁴⁰ 3rd Amendment (1997)

Association that they intend to initiate enforcement upon the expiration of such thirty day period and if during such thirty (30) day period, the Association does not either (i) initiate enforcement procedures or (ii) make a determination that enforcement procedures shall not in such incidents be instituted, then the Parcel Owners may initiate such enforcement procedures. Any single Parcel Owner may file a grievance with the Board of Directors of the Association requesting that any provision of the Project Documents be enforced. A party not initiating enforcement procedure shall incur no liability whatsoever for such non-enforcement.

Any Parcel Owner who fails to pay an assessment and is in default for non-payment of the assessment for at least sixty (60) days from the date the assessment was due, or who is in violation of any condition and/or article of the Declaration of Covenants, Conditions, and Restrictions for Lago Del Sol, the By-Laws of Lago Del Sol Homeowners Association, Inc., or any other recorded document affecting Lago Del Sol, shall forfeit all rights to vote on any Association matter and shall forfeit all positions on the Board or any Committee of the Association until such time that the assessments and any additional fines, levies, fees, interest and/or penalties are paid in full and/or the violation has ceased. Before a Parcel Owner shall forfeit all positions on any Board or Committee of the Association as a result of any violation, the Board of Directors of the Association must first notify the Parcel Owner of the violation or default and direct the Parcel Owner to cease and desist such violation.

9.2. ⁴¹ Attorneys' Fees. The offending Lot Owner shall be responsible for all costs of enforcement including reasonable attorney's fees incurred and court costs. All expenses incurred by the Association in connection with the enforcement of this Declaration action against any Owner, including reasonable attorney's fees whether or not incurred in legal proceedings, shall be assessed against the applicable Owner and shall be due upon written demand by the Association. The Association shall have a lien for any such Assessment and any interest, costs or expenses associated therewith, including attorney's fees incurred in connection with such Assessment and may take such action to collect such Assessment or foreclose said lien as in the case and in the manner of any other Assessment as provided by Section 7.2 of this Declaration and Article 6 of the By-Laws. Any such lien shall only be effective from and after the recording of a claim of lien in the public records of the County in which the Subject Property is located.

9.3 No Waiver. The failure of any party entitled to enforce any right, provision, covenant or condition which may be granted by or contained in the Project Documents shall not constitute a waiver of the right of such party to enforce such right, provision, covenant or condition in the future.

9.4 Remedies Cumulative. All rights, remedies and privileges granted pursuant to the provisions of this Declaration or any of the other Project Documents shall be

⁴¹ 6th Amendment (2008).

deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

9.5 Fines. Notwithstanding the availability of the other remedies described in this Article, the Association shall also have the power to assess reasonable fines as set forth in Article 6 of the By-Laws to enforce any of the provisions of this Declaration.

ARTICLE 10: AMENDMENT

10.0 Method of Amendment. Except as otherwise provided herein, this Declaration may be amended only in the manner hereinafter provided. A resolution for the adoption of a proposed amendment may be made by the Board or by not less than twenty-five percent (25%) of all Parcel Owners, whether meeting as members or by instrument in writing signed by them. Except as elsewhere provided herein, proposed amendments must be approved by not less than (i) two-thirds (2/3) of the Board and (ii) sixty percent (60%) of the Parcel Owners either at a regular or special meeting of the members or by action in writing.

10.1 Restrictions on Amendments. Except as elsewhere provided in this Declaration.

10.1.1 No amendment shall discriminate against any Parcel Owner or against any group of Parcel Owners, unless the Parcel Owner or Parcel Owners so adversely affected shall consent thereto.

10.1.2 No amendment shall alter the basis for apportionment, assessment, or collection of Common Expenses in a manner which would disproportionately adversely affect any Parcel Owner or Parcel Owners, as opposed to other Parcel Owners unless the Parcel owner or Parcel Owners so adversely affected as well as all Institutional Mortgagees as to any such Parcel or Parcels. shall consent thereto.

10.1.3 No amendment shall either impair or prejudice the rights and priorities of any Mortgagees of Record or change the provisions of this Declaration with respect to Institutional Mortgagees, unless all Mortgagees of Record so adversely affected shall consent thereto.

*[N.B. former paragraph 10.1.4 deleted]*⁴²

⁴² The 2nd Amendment (1993) had added this as a new paragraph. Because the Terminating Certificate rendered the 2nd Amendment null and void, the paragraph was eliminated.

10.2 Scrivener's Error. Notwithstanding the provisions of Paragraphs 10.0 and 10.1 hereof, any Scrivener's error or omission may be corrected by the filing of an Amendment to this Declaration consented to by the Association and any Parcel Owners or Mortgagees of Record directly affected by the Amendment. No other Parcel Owner is required to consent to any such Amendment.

ARTICLE 11: GENERAL PROVISIONS

11.0⁴³ Covenants Running with the Property. All provisions of this Declaration shall be construed to be covenants running with the Property and any other real property which may be submitted to the terms of this Declaration, and of every part thereof and in interest therein, including but not limited to every Parcel and the appurtenances thereto; and every Parcel Owner and occupant of the Parcels or the Property or any part thereof or of any interest therein and his heirs, legal representatives, successors, and assigns, shall be bound by all of the provisions of this Declaration. Each Parcel Owner by reason of having acquired ownership (whether by purchase, gift, operation of law or otherwise) and each occupant of a Parcel by reason of his occupancy shall be deemed to have acknowledged and agreed that all provisions of this Declaration are fair and reasonable in all material respects.

11.1 Binding Effect and Benefits. The Association and the Parcel Owners and their respective grantee, successors or assigns, by acceptance of an instrument of conveyance for a Parcel acknowledge that the Property has been and is being developed under a common plan as set forth in Article 2 hereof. All such parties further acknowledge that the easement rights, use covenants, restrictions and obligations to pay Common Expenses are an integral part of the common plan of development and are required to provide for the operation and maintenance of the Property. Accordingly, such parties hereby covenant that no Amendment or termination of this Declaration shall be adopted which will interfere with such common plan or the rights and obligations constituting an integral part of such common plan. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the ownership, use, occupancy and operation of the Property. The rights, easements and other benefits granted by this Declaration shall inure to the benefit of the grantees, legal representatives, successors and assigns of the Association and the Parcel Owners.

11.2 Term of this Declaration. This Declaration shall be effective for a term of twenty-five (25) years from the Effective Date, after which time this Declaration shall automatically be extended for successive periods of ten (10) years each, unless an instrument signed by the then Owners of at least two-thirds (2/3) of all Parcels and at least two-third (2/3) of all Institutional Mortgagees (based upon one vote for each first

⁴³ 1st Amendment (1991).

mortgage owned) has been recorded, which terminates (if not prohibited by other provisions of this Declaration) this Declaration in whole or in part.

11.3 Priority of Documents. In the event of any conflict the following document shall control in the order stated: this Declaration, the Articles, the By-Laws, and the Rules and Regulations.

11.4 Partial Invalidity. If any provision (or portion of any provision) of this Declaration or the application thereof, in any circumstance, is held invalid by a court of competent jurisdiction, then the validity of the remainder of this Declaration and the application thereof in other circumstances shall not be affected thereby.

11.5⁴⁴ Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration, as it may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Florida.

11.6 Waiver. No provision contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce it by any party who may have the right to do so, without regard to the number of violations or breaches which may occur.

11.7 Gender, Plurality. Wherever the context shall permit, the singular shall include the plural, the plural shall include the singular and the use of any gender shall be deemed to include all or no genders. The word "person" shall be deemed to include any corporation, partnership, joint venture, trust or other business entity.

11.8 Captions. The captions and titles of the various articles, sections, and paragraphs in this Declaration are for convenience of reference only, and in no way define, limit or describe the scope or intent of the article, section or paragraph in which they are contained or any provision thereof or in any other way affect such article, section, or paragraph.

⁴⁴ 1st Amendment (1991).

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The original of these By-Laws appeared as one of the three filing documents for the project, the other two being the Declaration and the Articles of Incorporation. These By-Laws were designated as Exhibit B in that filing.

RELEVANT DOCUMENTS

1. ORIGINAL By-Laws (1991)
“BY-LAWS OF LAGO DEL SOL HOMEOWNERS ASSOCIATION, INC.”, May 17, 1991, recorded at ORB 6857, page 1493.
2. 1st AMENDMENT (1991)
“CERTIFICATE OF AMENDMENT OF BY-LAWS OF LAGO DEL SOL HOMEOWNERS ASSOCIATION, INC.”, July 1, 1991; recorded July 29, 1991 at ORB 6906, page 1220.

BY-LAWS of LAGO DEL SOL HOMEOWNERS ASSOCIATION, INC.

(A Corporation Not for Profit Under the Laws of the State of Florida)

ARTICLE 1: GENERAL PROVISIONS

1.0 Identity. These are the By-Laws of Lago Del Sol Homeowners Association, Inc., a Florida corporation not for profit under the laws of the State of Florida (hereinafter referred to as the "Association"). The Articles of Incorporation of the Association were filed in the Office of the Secretary of State on May 16th, 1991. The Association has been organized for administering the operation and management of a single family residential community known generally as Lago Del Sol (hereinafter referred to as the "Project"). The Project is located upon certain property (hereinafter referred to as the "Property") situated, lying and being in Palm Beach County, Florida, more particularly described on Exhibit A to the Declaration of Covenants, Conditions and Restrictions for Lago Del Sol (hereinafter referred to as the "Declaration").

1.1 By-Laws Subject to Other Documents. The provisions of these By-Laws are applicable to the Association, and are expressly subject to the terms, provisions, covenants and conditions contained in the Articles of Incorporation of Lago Del Sol Homeowners Association, Inc. (hereinafter referred to as the "Articles"), and subject to the terms, provisions, covenants and conditions contained in the Declaration.

1.2 Applicability. All Parcel Owners, their respective families, invitees, guests and lessees are subject to these By-Laws, the Articles and the Declaration.

1.3 Seal. The seal of the Association shall bear the name of the Association, the word "Florida", the words "Corporation Not for Profit" and the year of incorporation.

1.4 Definitions. All definitions contained in the Declaration are hereby incorporated herein by this reference as though set forth in full herein.

ARTICLE 2: MEMBERSHIP, VOTING, QUORUM, PROXIES

2.0 Qualification of Members, etc. The qualification of members, the manner of their admission to membership, termination of such membership, and voting by members shall be determined by the provisions set forth in the Declaration, the Articles and in these By-Laws.

2.1 Quorum. One-third (1/3) of the total number of members of the Association present in person or by Proxy shall be required for and shall constitute a quorum at all meetings of the members for the transaction of business, except as otherwise provided by law, the Declaration, the Articles or these By-Laws.

2.2¹ Voting Member. Corporation or Multiple Ownership of a Parcel.

a. If a Parcel is owned by more than one (1) person, then the person entitled to cast the vote for the Parcel shall be designated by a voting certificate signed by all the record owners of the Parcel and filed with the Secretary of the Association. The person entitled to cast a vote pursuant to such voting certificate shall be designated as the "Voting Member". Such person shall be one of the record title owners of the Parcel or the corporate, partnership or entity representative of the record title owner. Such voting certificate shall be valid until revoked in writing or until superseded by a subsequent voting certificate or until a change occurs in the ownership of the Parcel. A voting certificate designating the person entitled to cast the vote for a Parcel may be revoked by a record owner of an undivided interest in the Parcel. If a certificate designating the person entitled to cast the vote for a Parcel is required, but is not on file or has been revoked, the vote attributable to such Parcel shall not be considered in determining whether a quorum is present, nor for any other purpose, and the total number of authorized votes in the Association shall be reduced accordingly until such voting certificate is filed, except if the Parcel is owned jointly by a husband and wife. If a parcel is owned jointly by a husband and wife, they may, but shall not be required to, designate one spouse as a Voting Member in the manner provided above. In the event a husband and wife do not so designate a Voting Member, the following provisions shall apply:

(1) If both spouses are present at a meeting and are able to concur in their decision upon any subject requiring a vote, either one may cast the Parcel vote, or

(2) If both spouses are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at meeting (and the total number of authorized votes in the Association shall be reduced accordingly for such subject only), or

(3) If only one spouse is present at a meeting, the person present shall be counted for purposes of a quorum and may cast the Parcel vote just as though he or she owned the Parcel individually, and without establishing the concurrence of the absent person. Unless both spouses attempt to cast conflicting votes or unless a spouse announces to the meeting prior to or during the vote on a subject that both spouses are present at the meeting and are not able to concur in their decision, then the spouse actually voting shall be deemed to have had valid authority therefor.

¹ AMENDMENT (1991).

b. If a corporation, partnership or other entity (i.e., not a natural person) is the owner of a Parcel, then the voting certificate as provided for herein shall be executed (i) by the president or vice-president thereof, if a corporation, or (ii) by the duly authorized partners, officers or other representatives, if the Parcel is owned by some other legal entity.

2.3 Voting; Proxies. Votes may be cast in person or by proxy. All proxies shall be in writing shall specifically set forth the name of the person voting by proxy, the name of the person authorized to vote the proxy for him, the date the proxy was given, the date, time, and place of the meeting for which the proxy is given, and if a limited proxy, set forth those items in connection with which the holder of the proxy may vote and the manner in which the vote is to be cast. The proxy shall be signed by the person entitled to vote, shall be filed with the Secretary of the Association prior to or at the meeting at which they are to be used, and shall only be effective for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first Meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. Holders of proxies need not be Parcel Owners, but no person may hold more than fifteen (15) proxies. Where a Parcel is owned jointly by a husband and wife, and they have not designated one of the themselves as a Voting Member, a proxy must be signed by both to designate a third person as proxy. Where a Parcel is owned by more than one person (other than by a husband and wife) or by a corporation, partnership, or other entity, the proxy must be signed by the Voting Member.

2.4 Voting. In any meeting of members, the Owner of each Parcel, subject to the provisions of Paragraph 2.2 hereof, shall be entitled to cast one (1) vote. The vote of a Parcel shall not be divisible.

2.5 Majority Vote. The acts approved by a majority of the members present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all Parcel Owners for all purposes, except as otherwise provided by law, the Declaration, the Articles or these By-Laws.

ARTICLE 3: ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP: PROVISIO

3.0 Annual Meeting. The annual meeting of the members shall be held on the date, at the place and at the time determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and, to the extent possible, not later than twelve (12) months after the last preceding annual meeting. The purpose of the meeting shall be, except as provided herein to the contrary, to transact any business authorized to be transacted by the members or as stated in the notice of the meeting sent to the members in advance thereof.

3.1 Special Meetings. Special meetings of the members shall be held on the date, at the place and at the time determined by the Board of Directors from time to time, and may be called by the President or by a majority of the Board of Directors, and

must be called by the President or Secretary upon receipt of a written request from one-fourth (1/4) of the members of the Association. The business conducted at a special meeting shall be limited to the purpose or purposes stated in the notice of the meeting.

3.2 Notice of Meeting, Waiver of Notice. Notice of all meetings of the members, whether regular or special, shall be given by the President, Vice President or Secretary of the Association, or in the absence of such Officers by any other Officer of the Association to each member unless such notice is waived in writing. Such notice shall be written and shall state the time, place and purpose or purposes for which the meeting is called. Such notice shall be hand-delivered or mailed to each member not less than five (5) days nor more than sixty (60) days prior to the date set for such meeting. Notice of a meeting, if mailed, shall be deemed to be properly given when deposited in the United States mail, first class, postage prepaid, and addressed to the member at his post office address as it appears on the records of the Association. Notice of annual or special meetings may be waived by members before or after the meeting and the attendance of any member (or person authorized to vote for such member) shall constitute such member's waiver of notice of such meeting, except when his (or his authorized representative's) attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

3.3 Adjourned Meetings. If any meeting of the members cannot be convened because a quorum is not present, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present. No further notice of the adjourned meeting is required if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, provided that if, after the adjournment, the Board of Directors, in its sole discretion, fixes a new date for the adjourned meeting other than the date announced at the meeting at which the adjournment is taken, a notice of the adjourned meeting shall be given to each member not less than five (5) nor more than sixty (60) days before the date of the meeting. Except as otherwise provided herein, proxies given for the adjourned meeting shall be valid for newly rescheduled meetings unless revoked.

3.4 Chairman. At meetings of the members, the President of the Association shall preside. In the absence of the President, the Vice-President of the Association shall preside. In the absence of the Vice-President, the Officers of the Association shall designate one of their number to preside.

3.5 Order of Business. The order of business at annual meetings of the members and, so far as practical, at any other meetings of the members shall be:

- a. Call to order by Chairman;
- b. Roll call and quorum determination;
- c. Proof of notice of meeting or waiver of notice;
- d. Reading of minutes of prior meeting;
- e. Reports of Officers, Committees and employees or agents;
- f. Elections;

- g. Unfinished business;
- h. New business;
- i. Adjournment.

3.6 Minutes of Meetings. The minutes of all meetings of the members shall be kept in a book available for inspection at any reasonable time by members of the Association or their representatives duly authorized in writing and by Board members. The Association shall retain these minutes for a period of not less than seven (7) years.

ARTICLE 4: BOARD OF DIRECTORS

4.0 Management of the Association. The affairs of the Association shall be governed by a Board of Directors.

4.1 Board of Directors. The Board of Directors shall consist of not less than three (3) nor more than seven (7) Directors. As of the adoption of these By-Laws, the Board of Directors shall consist of three (3) Directors. The Board shall continue to consist of three (3) Directors until changed by a majority vote of the members. Directors need not be Parcel Owners.

4.2 Election of Officers. Election of members of the Board of Directors shall be conducted in the following manner.

a. Election of members of the Board of Directors shall be held at the annual meeting of the members of the Association.

b. A Nominating Committee of five (5) Parcel Owners may be appointed by the Board not less than five (5) and not more than sixty (60) days prior to the annual meeting. The Committee shall nominate one (1) person for each vacancy to be filled. Nominations for additional Directorships, if any, created at the meeting shall be made from the floor. Other nominations may be made from the floor.

c. The election shall be by written ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his vote or votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

d. (i) Any member of the Board may be recalled and removed from office with or without cause by the vote of a majority of all Parcel Owners. A successor may then and there be elected to fill the vacancy created. Should the membership at such meeting, having removed any Director from office, then fail to elect a successor at such meeting, the Board may fill the vacancy in the manner elsewhere provided herein.

(ii) A special meeting of the Parcel owners to recall a member or members of the Board may be called by ten (10%) percent of the Parcel Owners giving notice of the meeting as required for a meeting of Parcel owners, and the notice shall state the purpose of the meeting. If the recall is approved by a majority of the Parcel Owners by a vote at a meeting, the recall will be effective immediately, and the recalled member or members of the Board shall turn over to the Board all records of the Association in their possession within seventy-two (72) hours after the meeting.

e. If the office of any Director becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Directors, though less than a quorum, shall choose a successor who shall hold office for the balance of the unexpired term of office. The election held for the filling of any such vacancy may be held at any regular or special meeting of the Board.

f. Any Director may resign at any time by sending a written notice of such resignation to the office of the Association, addressed to the President or secretary. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the Association. The acceptance of a resignation shall not be required to make it effective. Commencing with the organizational meeting of any newly elected Board of Directors, four (4) consecutive absences, unless expressly excused by resolution of the Board, shall automatically constitute a resignation from the Board of Directors. No member shall continue to serve on the Board should he be more than ninety (90) days delinquent in the payment of any assessment. Such delinquency shall automatically constitute a resignation from the Board. All regulations are self-operating and shall become effective immediately upon the happening of the event or the passage of the time provided for herein.

4.3 Term. Except as provided herein to the contrary, the term of each Director's service shall extend until the next annual meeting of the members and subsequently until his successor is duly elected and has taken office, or until he is removed in the manner elsewhere provided herein.

4.4 Organizational Meeting. The organizational meeting of a newly elected Board shall be held within thirty (30) days of their election, at such time and at such place and upon such notice as shall be fixed by the Directors.

4.5 Regular Meetings. Regular meetings of the Board shall be open to the members of the Association and may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegram, at least three (3) days prior to the day named for such meeting, unless notice is waived.

4.6 Special Meetings. Special meetings of the Board may be called by the President and must be called by the Secretary upon the written request of one-fourth (1/4) of the members of the Board. Not less than three (3) days notice of a meeting shall be given to each Director, personally or by mail, telephone or telegram, which notice shall state the time, place and purpose or purposes of the meeting.

4.7 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, except when his attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

4.8 Quorum. A majority of the Directors of the Association, duly qualified and holding the office of Director, shall be required for and shall constitute a quorum at all meetings of the Board of Directors for the transaction of business, except as otherwise provided by law, the Declaration, the Articles, or these By-Laws.

4.9 Adjourned Meetings. If, at any meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

4.10 Action by Directors Without a Meeting; Telephone Conferences.

a. Any action which may be taken at a meeting of the Directors may be taken without a meeting, provided that consent in writing setting forth the action so to be taken is signed by all Directors and is filed in the minutes of the proceedings of the Board.

b. Members of the Board of Directors may participate in a meeting of such Board by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time. Participation by such means shall constitute presence in person at a meeting of the Board of Directors.

4.11 Presiding Officer. The presiding officer of Directors' meetings shall be the President of the Association. In the absence of the President, the Directors shall designate one of their number to preside.

4.12 Order of Business. The order of business at Directors' meetings shall be:

- a. Call to order by presiding officer;
- b. Roll call and quorum determination;
- c. Proof of notice of meeting or waiver of notice;

- d. Reading of minutes of prior meeting;
- e. Reports of Officers, committees, and employees or agents;
- f. Resignations and elections of Officers;
- g. Unfinished business;
- h. New business;
- i. Adjournment.

4.13 Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection at any reasonable time by members of the Association or their representative duly authorized in writing and by Board members. The Association shall retain these minutes for a period of not less than seven (7) years.

4.14 Compensation. No Director shall receive compensation for serving in such capacity, provided this shall not be construed to preclude a Director from serving the Association in any other capacity (other than as an Officer) and receiving compensation therefor. The compensation of all employees of the Association shall be fixed by the Board of Directors.

4.15 Powers and Duties. Except as otherwise provided herein by law, in the Declaration or in the Articles, all powers and duties of the Association shall be exercised by the Board of Directors.

4.16 Place of Meetings. Notwithstanding anything contained herein to the contrary, any meeting of members or Directors may be held at any place within or outside of the state of Florida.

4.17 Executive Committee, Other Committees

a. A majority of the entire Board of Directors may by resolution appoint an Executive Committee of not less than three (3) Directors to serve during the pleasure of the Board. During the intervals between the meetings of the Board of Directors, the Executive committee shall possess and may exercise all the powers of the Board in the management and direction of the business and affairs of the Association. The Executive Committee shall keep regular minutes of its proceedings and report the same to the Board when required.

b. The Board may, by resolution, also create other committees and invest such committees with such powers and responsibilities as the Board shall deem advisable. The members of such committees need not be Board members or Parcel Owners.

c. Notwithstanding anything contained herein to the contrary, the Executive Committee or any other committee created by the Board of Directors shall not have the power to determine the Common Expenses required for the

affairs of the Association or to determine the Assessments payable by the Parcel owners to meet the Common Expenses of the Association.

ARTICLE 5: OFFICERS

5.0 Generally. The Officers of the Association shall be a President, one or more Vice Presidents, a Secretary, a Treasurer and one or more Assistant Secretaries, all of whom shall be elected annually by the Board and who may be peremptorily removed by a majority vote of the Directors at any meeting. The Board may from time to time elect other Officers and designate appropriate powers and duties to them. Officers need not be Parcel Owners.

5.1 President. The President shall be the chief executive Officer of the Association. He shall have all the powers and duties which are usually vested in the office of president of an association. The President shall be a member of the Board.

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

5.3 Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving of all notices to the members and Directors and other notices required by law. He shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be prescribed by the Director or the President.

5.4 Treasurer. The treasurer shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. He shall submit a treasurer's report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the officer of treasurer of an association and as may be prescribed by the Directors or the President. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board of Directors.

5.5 Compensation. No Officer shall receive compensation for serving in such capacity, provided this shall not be construed to preclude an Officer from serving the Association (other than as a Director) and receiving compensation therefor. The

compensation of all employees of the Association shall be fixed by the Board of Directors.

5.6 Resignations. Any Officer may resign at any time, by sending written notice of such resignation to the President or Secretary. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the President or Secretary. The acceptance of a resignation shall not be required to make it effective.

ARTICLE 6: FISCAL MANAGEMENT: COMMON EXPENSES

6.0 The provisions for fiscal management of the Association set forth in Articles 7 and 8 of the Declaration shall be supplemented by the following provisions:

6.1 Budget. The Board of Directors shall from time to time, and at least annually, prepare a budget for the Association, determine the amount of Assessments payable by the Parcel Owners to meet the Common Expenses of the Association, and allocate and assess such expenses among the Parcel Owners in accordance with the provisions of the Declaration. In addition to annual operating expenses, the budget may include reserve accounts for capital expenditures and deferred maintenance. The purposes of such accounts shall include but not be limited to periodic maintenance, repair and replacement of the Common Property and all other property which the Association is obligated to maintain. The budget shall be adopted upon a majority vote of the Directors present at a meeting of the Board at which a quorum is attained.

6.2 Assessments. Funds for the payment of Common Expenses shall be assessed against the Parcel Owners in the proportions or percentages provided in the Declaration. Such Assessments shall be due in installments, payable in advance on such dates as shall be established by the Board at the time it adopts the budget for the year for which the Assessments are made. If annual Assessments are not made as required, Assessments shall be presumed to have been made in the amount of the last prior Assessments, and installments on such assessments shall be due upon each installment payment date for the prior year until changed by amended Assessments. In the event the annual Assessments prove to be insufficient, the budget and Assessments may be amended at any time by the Board of Directors. Special Assessments, should such be required by the Board, shall be levied in the same manner as hereinbefore provided for regular Assessments, and shall be payable in the manner determined by the Board, provided that notice of the date, time and place of any meeting to consider any Special Assessment shall be given to each member of the Association, personally or by mail, telephone or telegram at least three (3) days prior to the day named for such meeting, unless such notice is waived and further provided that no Special Assessment in an amount exceeding five hundred (\$500.00) dollars per Parcel shall be levied without the consent of a majority of the members of the Association present at a meeting of the members called pursuant to Article 3 hereof and at which a quorum is present.

6.3 Depository, Withdrawals. The depository of the Association shall be such financial institution or institutions as shall be designated from time to time by the Board of Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Board. Should the Association employ a management firm or managing agent and should in the course of such employment said management firm or managing agent be charged with any responsibilities concerning control of any of the funds of the Association, then and in such event, any such agreement with such management firm or managing agent pertaining to the deposit and withdrawal of monies shall supersede the provisions hereof during the term of any such agreement. All sums collected by the Association from Assessments or contributions to working capital or otherwise may be commingled in a single fund or divided into more than one fund, as determined by a majority of the Board of Directors.

6.4 Audit. An audit of the accounts of the Association may be made from time to time as directed by the Board of Directors. A copy of any audited report received as a result of an audit shall be furnished to each member of the Association not more than thirty (30) days after its receipt by the Board.

6.5 Fidelity Bonds, Proviso. Fidelity bonds may be required by the Board from all Directors, Officers, employees, and agents of the Association handling, controlling, disbursing or otherwise responsible for the Association's funds, and from any contractor handling or responsible for the Association's funds. The amount of any such bonds shall be determined by the Directors, in accordance with the provisions of the Declaration.

6.6 Fiscal Year. The fiscal year of the Association shall be a calendar year and shall begin on the first day of January of each year, provided the Board of Directors, in its sole discretion, is expressly authorized to adopt a different fiscal year.

6.7 Acceleration of Payment of Installments of Assessments. If a Parcel Owner shall be in default in the payment of an installment upon any Assessment, the Board may accelerate the remaining installments for the fiscal year upon notice thereof to the Parcel Owner and, thereupon, the unpaid balance of the Assessment shall become due upon the date stated in the notice, but not less than ten (10) days after the delivery of or the mailing of such notice to the Parcel Owner.

6.8 Accounting Records and Reports. The Association shall maintain accounting records in the State of Florida, according to generally accepted accounting practices. The records shall be open to inspection by members of the Association and Institutional Mortgagees or their representatives duly authorized in writing at reasonable times.

6.9 Application of Payment. All payments made by a Parcel Owner shall be applied as provided in these By-Laws and in the Declaration or as otherwise determined by the Board.

6.10. Violation by Member: Remedies. In the event of a Violation (other than the nonpayment of an Assessment) by a Parcel Owner of any of the provisions of the Declaration, the Articles, these By-Laws or any Rules and Regulations adopted pursuant to the same, as the same may be amended or added to from time to time, the Association by direction of its Board, may notify the Parcel Owner by written notice of said breach, transmitted by mail, and if such violation shall continue for a period of thirty (30) days from the date of the notice, the Association, through its Board, shall have the right to treat such violation as an intentional, inexcusable and material breach of the Declaration, Articles, these By-Laws or the Rules and Regulations; and the Association may then pursue any remedy available. Upon a finding by a court of record that the violation complained of has occurred, the offending Parcel Owner shall reimburse the Association for its reasonable attorney fees and court costs incurred in bringing such action. Any violations which are deemed by the Board to be a hazard to public health or safety may be corrected immediately as an emergency matter by the Association, and the cost thereof shall be charged to the Parcel Owner as a cost specific item, which shall be a lien against said Parcel with the same force and effect as if the charge was a part of the Common Expenses attributable to such Parcel Owner. Pursuant to Paragraph 9.5 of the Declaration, the Association shall have the right to assess reasonable fines against a Parcel Owner or his guests, invitees, employees, agents or lessees, in the manner provided herein.

The Board (hereinafter referred to as the "Appointing Board") shall have the power to create an "Enforcement Committee" to be comprised of three (3) Parcel owners, at least one (1) of whom shall be a member of the Board, and one (1) of whom shall be designated as the Chairperson thereof by the Appointing Board. The Enforcement Committee shall serve a term consistent with the term of its Appointing Board. Members of the Enforcement Committee may be replaced with or without cause by majority vote of the Appointing Board.

a. Conduct of Enforcement Hearing. The Alleged Non-Complying Parcel Owner and, if applicable, his guests, Invitees, employees, agents or lessees shall be given reasonable opportunity to be heard.

b. Powers of the Enforcement Committee. The Enforcement Committee shall have the power to:

- (1) Adopt rules for the conduct of its hearings;
- (2) Effectuate the provisions set forth in this provision;
- (3) Issue orders consistent with this provision; and
- (4) Order Non-Complying Parcel owners to pay a fine not to exceed Fifty Dollars (\$50.00).

c. Notice to Alleged Non-Complying Parcel Owners. Alleged Non-Complying Parcel Owners and their guests, invitees, employees, agents or lessees, if applicable, shall be given reasonable notice at least seven (7) days in advance of said hearing. No alleged Non-Complying Parcel Owner shall be given notice of hearing before the Enforcement Committee unless said Alleged Non-Complying Parcel Owner has first been given reasonable opportunity to rectify

the alleged non-complying condition. This Paragraph 6.10 shall in no matter limit the liability of the Parcel Owners or the remedies or enforcement procedures as provided in the Declaration.

6.11 Liability of Parcel Owners. All Parcel Owners shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family, or his or their guests, invitees, employees, agents or lessees, but only to the extent such that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in insurance rates occasioned by such act, neglect or carelessness. Nothing herein contained shall be construed to modify any waiver by insurance companies of rights of subrogation. The expense of any maintenance, repair or replacement required, as provided herein, shall be charged to said Parcel Owner as a specific item, which shall be a lien against said Parcel with the same force and effect as if the charge was a part of the Common Expenses attributable to such Parcel Owner.

6.12 No Waiver. The failure of the Association or of a Parcel Owner to enforce any right, provision, covenant or condition, which may be granted by any of the provisions of any of the Project Documents shall not constitute a waiver of the right of the Association or Parcel Owner to enforce such right, provision, covenant or condition in the future.

6.13 Acquisition of Parcels. At any foreclosure sale of a Parcel, the Board may acquire in the name of the Association or its designee the Parcel being foreclosed. The term "foreclosure", as used in this Section, shall mean and include but not be limited to any foreclosure of any lien, including a lien for Assessments. The power of the Board to acquire a Parcel at any foreclosure sale shall never be interpreted as a requirement or obligation on the part of the Board or of the Association to do so at any foreclosure sale, the provisions hereof being permissive in nature and for setting forth the powers of the Board.

6.14 Default in Payment of Any Assessment; Lien. In the event of a default by a Parcel Owner in the payment of any Assessment, the Association shall have all rights and remedies provided by law, and the liability of the Parcel Owner shall include liability for a late charge to be determined by the Board, reasonable attorney fees and for court costs incurred by the Association incident to the collection of such Assessment or the enforcement of its lien.² If the Association elects to enforce its lien by foreclosure, the Parcel Owner shall be required to pay a reasonable rental for the Parcel, pendente lite, to be fixed by the Board, and the Association shall be entitled to the appointment of a receiver to collect same. Nothing herein contained shall be construed to limit the rights of the Association as provided for in the other Project Documents.

² See *Decl. 7.1*, "The Association is hereby granted a lien upon each Parcel and all tangible personal property located thereon for all Assessments and Special Assessments now or hereafter levied against the Owner of such Parcel ..."

ARTICLE 7: ROSTER OF PARCEL OWNERS

7.0 Each Parcel Owner shall file with the Association a copy of the deed or other document evidencing his ownership. The Association shall maintain such information. The Association may rely upon the accuracy of such information for all purposes until notified in writing of changes therein as provided above. Only Parcel Owners of record on the date of notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other Parcel Owners shall produce adequate evidence, as provided above, of their interest and shall waive in writing notice of such meeting.

ARTICLE 8: PARLIAMENTARY RULES, ROBERTS RULES OF ORDER

8.0 Parliamentary Rules. Roberts Rules of Order (latest edition) shall govern the conduct of the Association proceedings when not in conflict with the Project Documents or the laws of the State of Florida.

ARTICLE 9: AMENDMENTS TO BY-LAWS

9.0 These By-Laws may be altered, amended or rescinded only in the following manner:

9.1 A resolution adopting a proposed amendment to these By-Laws may be proposed by either the Board of Directors or by twenty-five percent (25%) of the members, whether meeting as members or by instruments in writing signed by them. Proposed amendments must be approved by a majority of the members, either at a regular or special meeting of the members or by action in writing.

9.2 Notwithstanding anything to the contrary hereinabove set forth, no amendment shall be made that conflicts with the Articles of Incorporation or the Declaration.

ARTICLE 10: INDEMNIFICATION

10.0 Indemnity. The Association shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that such person is or was a Director, Officer, employee or agent of the Association, against expenses (including attorney fees and appellate attorney fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection

with such action, suit or proceeding, provided such person acted in good faith and in a manner reasonably believed by him or her to be in, or at least not opposed to, the best interest of the Association and, with respect to any criminal action or proceeding, such person had no reasonable cause to believe his or her conduct was unlawful, except no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable because of gross negligence or willful misfeasance or malfeasance in the performance of his or her duties to the Association, unless and only to the extent that the court in which such action or suit was brought shall determine upon application that despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or at least not opposed to, the best interest of the Association and, with respect to any criminal action or proceeding, such person had no reasonable cause to believe that his or her conduct was unlawful.

10.1 Expenses. To the extent that a Director, Officer, employee or agent of the Association has been successful on the merits to or otherwise in defense of any action, suit or proceeding referred to in Paragraph 10.0 hereof, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorney fees and appellate attorney fees) reasonably incurred by him or her in connection therewith.

10.2 Approval. Any indemnification under Paragraph 10.0 hereof (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the Director, Officer, employee or agent is proper in the circumstances because such person has met the applicable standard of conduct set forth in such Paragraph 10.0 hereof. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding, or (b) if such quorum is not obtainable or, even if obtainable, a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion, or (c) by a majority of the members of the Association.

10.3 Advances. Expenses incurred in defending a civil or criminal action, suit, or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the Director, Officer, employee or agent to repay such amount unless it shall ultimately be determined that such person is entitled to indemnification by the Association as authorized in this Article.

10.4 Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which such person seeking indemnification may be entitled under any agreement, vote of the members of the Association, or otherwise,

both as to action in his or her official capacity while holding such office, as well as continuing as to such a person after he or she has ceased to be a Director, Officer, employee or agent. Such indemnification shall inure to the benefit of the heirs, personal representatives, and administrators of such person.

10.5 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee or agent of the Association, or is or was serving at the request of the Association as a Director, Officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by his or her in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify such person against such liability under the provisions of this Article.

ARTICLE 11: CONSTRUCTION

11.0 Gender. Whenever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, wherever the context so requires.

11.1 Severability. Should any of the provisions contained herein (or portion thereof) be void or be or become unenforceable at law or in equity, the remaining provisions of this instrument shall, nevertheless, be and remain in full force and effect.

ARTICLE 12: CONFLICT

12.0 Conflict. If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these By-Laws and the Declaration or Articles of Incorporation, the provisions of the Declaration or Articles of Incorporation shall prevail.

ARTICLE 13: CAPTIONS

13.0 Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of these By-Laws or the intent of any provision hereof.

The foregoing was adopted as the By-Laws of Lago Del Sol Homeowners Association, Inc., a corporation not for profit established under the laws of the State of Florida, at a meeting of the Board of Directors on the 17th day of May 1991.

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Note:

The Articles of Incorporation was “Exhibit A” to the Declarations in the original governing documents, filed in 1991.

There have been no amendments.

The two footnotes, below, are not part of the original Articles. They are only to note the present-day principal office and registered agent.

**ARTICLES OF INCORPORATION OF LAGO DEL SOL
HOMEOWNERS ASSOCIATION, INC.**

In compliance with the requirements of Chapter 617, Florida Statutes, the undersigned, residents of the State of Florida who are of full age do hereby certify:

ARTICLE I: CORPORATE NAME

The name of the corporation is Lago Del Sol Homeowners Association, Inc., hereinafter called the "Association".

ARTICLE II: ADDRESS

The initial mailing address of the Association shall be 7396 Westport Place, West Palm Beach, Florida 33413. The principal office of the Association shall be located at the mailing address or at such other place as may be subsequently designated by the Board of Directors of the Association.¹

ARTICLE III: REGISTERED AGENT

Eugene E. Shuey, whose address is 2328 Tenth Avenue North, Lake Worth, Florida 33461, is hereby appointed the initial registered agent of this Association.²

ARTICLE IV: PURPOSE AND POWER OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof and shall make no distributions of income to its members, directors or officers. The specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residential lots, common areas; and improvements (as defined in the Declaration of Covenants, Conditions, and Restrictions, referred to hereinafter as the "Declaration") according to the provisions of the Declaration, within that certain plat to be recorded among the public records of Palm Beach County, Florida, to wit:

¹ The present mailing address has been since 4/15/2008, C/O Davenport Professional Property Management Inc., 6620 Lake Worth Rd Ste F, Lake Worth, FL 33467. The principal office is the same as the mailing address.

² The present registered agent has been since 4/15/2008, Hilley & Wyant-Cortez PA, 860 US Hwy 1, Suite 108, North Palm Beach, FL 33408.

LOXAHATCHEE LAKES, a residential planned unit development subdivision of Palm Beach County, Florida, according to the plat thereof recorded in Official Record Book 68, page 21 of the Public Records of Palm Beach County, Florida, being more particularly described as follows. The East three-four the of the list one-half of the Southwest one-quarter of Section 36, Township 44 South, Range 41 East, all being in Palm Beach County, Florida.

Less the South 48 feet thereof for right of way for Lantana Road.

Subject to all easements, restrictions, reservations and rights of way as specified in the above Plat.

and to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose.

The Association shall have the following powers:

(a) To exercise all of the common law and statutory powers of a corporation not for profit organized under the laws of the State of Florida that are not in conflict with the terms of the Declaration, these Articles or the By-Laws of the Association.

(b) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration applicable to the property and recorded or to be recorded in the Public Records of Palm Beach County, Florida and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein by reference as If set forth in its entirety.

(c) To fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration to pay all expenses in connection therewith and all other expenses incident to the conduct of the business of the Association, including but not limited to all licenses, taxes or governmental charges levied or imposed against the property of the Association.

(d) To maintain, repair and operate the property of the Association.

(e) To purchase insurance upon the property of the Association and insurance for the protection of the Association and its members as lot Owners.

(f) To reconstruct improvements after casualty and make further improvements upon the property.

(g) To enforce by legal means the provisions of the Declaration, and the Articles of Incorporation and By-Laws of the Association, and the Rules and Regulations adopted pursuant thereto.

(h) To employ personnel to perform the services required for proper operation of the Association.

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

(j) To borrow money, and with the consent of seventy-five percent (75%) of each class of members, to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

(k) To dedicate, sell or transfer all or any part of the common areas, if any, to any public agency, authority or utility for such purposes and subject to such conditions as may be provided in the Declaration. No such dedication or transfer shall be effective unless an instrument has been signed by seventy-five percent (75%) of each class of members, agreeing to such dedication, sale or transfer.

(l) To participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and common areas, provided that any such merger, consolidation or annexation shall have the consent of seventy-five percent (75%) of each class of members unless the annexation involves land the Developer has reserved the right to annex in the Declaration, in which case the Declaration shall control the annexation.

ARTICLE V: MEMBERSHIP

The fee simple title owner of record of each Lot as defined in the Declaration of Covenants, Conditions and Restrictions of Loxahatchee Lakes P.U.D. shall be a mandatory member of the Association. Each Lot owner shall become a member of the Association upon acceptance of the deed of conveyance to his Lot. As a member of the Association, the owner shall be governed by the Articles of Incorporation and the By-Laws of the Association, and shall be entitled to one (1) vote for each Lot owned, provided however, the Developer shall retain the right to appoint a majority of the directors to the Board of Directors of the Association until the Transfer Date, as defined in the Declaration of Covenants, Conditions, and Restrictions of Loxahatchee Lakes P.U.D.

ARTICLE VI: BOARD OF DIRECTORS

The affairs of this Association shall be managed and governed by a Board of Directors consisting of at least three (3) Directors, who need not be members of the Association. The number of Directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

<u>Name</u>	<u>Address</u>
J.W. Cheatham	7396 Westport Place West Palm Beach, Florida 33413
Enrico Rossi	588 Village Boulevard, Suite 140 West Palm Beach, Florida 33409
Santiago Malavasi	588 Village Boulevard, Suite 140 West Palm Beach, Florida 33409

[There is no Article VII]

ARTICLE VIII: OFFICERS

The affairs of the Association shall be administered by a President, a Vice-President, a Secretary and a Treasurer and such other Officers as may be designated from time to time by the Directors. The Officers shall be elected or designated by the Board of Directors at its first meeting following the annual meeting of the members of the Association. The names and addresses of the Officers who shall serve until their successors are elected or designated by the Board of Directors are as follows:

<u>Name</u>	<u>Address</u>
Enrico Rossi, President	588 Village Boulevard, Suite 140 West Palm Beach, Florida 33409
J.W. Cheatham, Secretary/ Treasurer	7396 Westport Place West Palm Beach, Florida 33413
Santiago Malavasi, Vice President	588 Village Boulevard, Suite 140 West Palm Beach, Florida 33409

ARTICLE IX: INDEMNIFICATION

Every Director and every Officer of the Association, and every member of the Association serving the Association at its request shall be indemnified by the Association against all expenses and liabilities, including reasonable attorneys' fees, reasonably incurred by or imposed upon such person in connection with any proceeding or any settlement or any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director or Officer of the Association or by reason of his having served the Association at its request, whether or not he is a Director or Officer or member serving the Association at the time such expenses or liabilities are incurred, except when the Director, Officer or member serving the Association is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, provided that in the event of a settlement before entry of judgment, the indemnification shall apply only when the Board of Directors approve such settlement and reimbursement as being in the best interest of the Association. The

foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director, Officer or member serving the Association may be entitled.

ARTICLE X: BY-LAWS

The By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded at a duly called regular or special meeting of the members by an affirmative vote of a majority of all the members present in person or by proxy.

ARTICLE XI: DISSOLUTION

The Association may be dissolved upon written consent signed by members holding not less than ninety percent (90%) of the total number of votes of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or organization to be devoted to such similar purposes.

ARTICLE XII: TERM

The term of the Association shall be perpetual.

ARTICLE XIII: AMENDMENTS

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

Section 1. Notice: Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

Section 2. Vote: A resolution for the adoption of an amendment may be proposed by either the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such resolution must be adopted by not less than seventy-five percent (75%) of the votes of the entire membership of the Association.

Section 3. Limit on Amendments: No amendment shall make any changes in the qualifications for membership, nor in the voting rights of members, without approval in writing by all members.

Section 4. Certification: A copy of each amendment shall be filed with and certified by the Secretary of State of the State of Florida.

ARTICLE XIV: INCORPORATORS

The name and address of the incorporators of the Articles of Incorporation are as follows:

<u>Name</u>	<u>Address</u>
J.W. Cheatham	7396 Westport Place West Palm Beach, Florida 33413
Enrico Rossi	588 Village Boulevard, Suite 140 West Palm Beach, Florida 33409
Santiago Malavasi	588 Village Boulevard, Suite 140 West Palm Beach, Florida 33409

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, we, the undersigned as the incorporators of this Association, have executed these Articles of Incorporation this ___ day of May 1991.