

Applegate HOA

Documents

By-Laws

Rules & Regulations

**DOCUMENTS
FOR
APPLEGATE
HOMEOWNERS**

APPLEGATE AT INDIAN SPRING

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DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
APPLEGATE AT INDIAN SPRING

THIS DECLARATION made this 16 day of June, 1981, by CADILLAC FAIRVIEW INDIAN SPRING, INC., a Florida corporation, (hereinafter referred to as "Developer") which declares that the real property described in Article II is and shall be held, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") set forth below.

WITNESSETH:

WHEREAS, Developer is the owner of the real property described in Exhibit A of this Declaration and desires to create thereon a planned community containing attached townhome residences, single family detached residences, open spaces and other community facilities for the benefit of the said community; and

WHEREAS, the real property described in Exhibit A hereof constitutes a portion of the real property known as Indian Spring, and the latter mentioned property, including the real property described in Exhibit A hereof, is subject to the covenants, restrictions, charges and liens created by the Restrictions for Indian Spring and the Declaration of Maintenance Covenants for Indian Spring; and

WHEREAS, Developer desires to provide for the preservation and enhancement of the property values and amenities in said community and for the maintenance of the properties and improvements thereof, in a manner consistent with and in implementation of the Restrictions for Indian Spring and the Declaration of Maintenance Covenants for Indian Spring, and to such end desires to subject the real property described in Exhibit A to the covenants, restrictions, easements, charges and liens hereinafter set forth for the benefit of said property and each Owner thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an entity to which shall be delegated and assigned the powers, rights and duties of (a) owning, maintaining, and administering the common areas and recreational area and facilities of the said community, (b) administering and enforcing the covenants and restrictions hereinafter created, (c) collecting and disbursing the assessments and charges hereinafter created, and (d) promoting the recreation, health, safety and welfare of the residents of the said community; and

WHEREAS, Developer has caused Applegate Homeowners' Association, Inc. to be formed as a non-profit corporation under the laws of the State of Florida for the purpose of accepting and assuming the aforesaid powers, rights and duties and performing the aforesaid functions;

NOW THEREFORE, the Developer declares that the real property described in Exhibit A of this Declaration is and shall be held, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

When completed, return to
BROAD AND CUNSEL
1400 West Palm Beach Road
Boca Raton, Florida 33432

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ARTICLE I
Definitions

The following words when used in this Declaration and all its exhibits (unless the context otherwise requires) shall have the meanings or definitions respectively ascribed thereto.

(a) "Association" shall mean and refer to Applegate Homeowners' Association, Inc., its successors and assigns.

(b) "Board" or "Board of Directors" shall mean and refer to the board of directors of the Association.

(c) "By-Laws" shall mean and refer to the by-laws of the Association as the same may be amended from time to time.

(d) "Common Areas" shall mean and refer to the property described in Exhibit B attached hereto and made a part hereof, including the Recreation Area, together with any and all improvements from time to time erected on such property, including without limitation, walkways, recreational facilities, common parking facilities, open spaces, private streets, sidewalks, driveways, street lighting, entrance features and landscaping, but excluding any public or private utility installations thereon.

(e) "Declaration" shall mean this declaration as the same may from time to time be amended or supplemented.

(f) "Declaration of Maintenance Covenants for Indian Spring" shall mean that certain declaration dated March 16, 1976, made by Epic Corporation, a South Carolina corporation (predecessor in interest to the Developer) covering Indian Spring recorded in Official Records Book 2522, at Page 880, of the Public Records of Palm Beach County, Florida, as the same may from time to time be amended or supplemented.

(g) "Developer" shall mean and refer to CADILLAC FAIRVIEW INDIAN SPRING, INC., a Florida corporation, its successors or assigns.

(h) "Indian Spring" shall mean and refer to all of the land now subject to the Restrictions for Indian Spring and the Declaration of Maintenance Covenants for Indian Spring and all additional lands which from time to time may be made subject to the Restriction for Indian Spring and the Declaration of Maintenance Covenants for Indian Spring by any amendment or supplement thereto.

(i) "ISMA" shall mean Indian Spring Maintenance Association, Inc., its successors and assigns.

(j) "Lot" shall mean and refer to any Lot as appears in the plat or replat of The Properties or any portion thereof, exclusive of such lot(s), if any, comprising the Recreation Area or any other Common Area. A Lot may be either improved or unimproved.

(k) "Member" shall mean and refer to all those Owners who are Members of the Association as provided in Article III, Section I hereof.

(l) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, but excluding those having such interest merely as security for the performance of an obligation. References in this Declaration or its exhibits to Owner or Member may be used interchangeably. Each Owner shall be a Member and each Member shall be an Owner.

(m) "The Properties" shall mean and refer to all of the real property described in Exhibit A hereof, and additions thereto, which are subject to this Declaration or which are brought under the provisions hereof by any supplemental declaration made under and pursuant to the provisions of Article II hereof.

(n) "Residence" shall mean a structure designed and intended for use and occupancy as a single family residence which is erected upon a Lot.

(o) "Restrictions for Indian Spring" shall mean that certain instrument dated February 11, 1976, made by Epic Corporation, a South Carolina corporation (predecessor in interest to Developer) covering Indian Spring recorded in Official Records Book 2522, at Page 875, of the Public Records of Palm Beach County, Florida, as the same may from time to time be amended or supplemented.

(p) "Recreation Area" shall mean and refer to the land shown as Recreation Area Tract "N" on the plat referred to in Exhibit B attached hereto and made a part hereof, together with any and all recreational facilities and improvements thereon.

(q) "Rules and Regulations" shall mean the rules and regulations included in this Declaration and such further or amended rules and regulations as may from time to time be adopted by the Board of Directors.

ARTICLE II

Property Subject to this Declaration; Additions Thereto

Section 1. Legal Description. The real property which is, and shall be held, transferred, sold, conveyed, demised and occupied subject to this declaration is located in Palm Beach County, Florida and is more particularly described in Exhibit A attached hereto and made a part hereof.

Developer may from time to time bring other land owned by Developer which is contiguous to the real property described in this Section 1 under the provisions hereof by recorded supplemental declarations, provided, however, that the total number of Lots which may ever be subject to the provisions hereof shall not exceed sixty.

Nothing herein contained shall make it obligatory upon the Developer to submit other land to the provisions of this Declaration. The right of the Developer to submit other lands to the provisions of this Declaration shall be at the sole discretion of the Developer subject only to the requirement that the total number of Lots subject to this Declaration shall not exceed sixty.

Section 2. Merger or Consolidation. Upon a merger or consolidation of the Association with any other association as provided in its articles of incorporation, its properties, rights

and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association or another association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within The Properties together with the covenants and restrictions established upon any other property as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within The Properties.

ARTICLE III
Membership and Voting Rights in the Association

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot in The Properties shall be a Member of the Association. Notwithstanding anything else to the contrary set forth in this Section 1, 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.

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

Class A Class A members shall be all of the Owners, as defined in Section 1, with the exception of the Developer. Class A Members shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised by one such Member as specified in the Articles of Incorporation of the Association but in no event shall more than one vote be cast with respect to any such Lot.

Class B The Class B Member shall be the Developer. The Class B Member shall be entitled to one vote for each Lot in which it holds the interest required for membership by Section 1; provided, however, that notwithstanding any provision to the contrary contained herein, the Developer shall have the right to elect the entire Board of Directors of the Association until 120 days after the earlier of (a) the sale and conveyance by the Developer of 90% of the Lots within The Properties or (b) the giving of written notice by the Developer to the Association that the Developer waives and relinquishes its right to elect the entire Board of Directors of the Association.

Section 3. Proviso. Notwithstanding the provisions hereof, the Association shall have the right to suspend any Member's voting right for any period during which any assessment or installment thereof shall remain unpaid for more than thirty (30) days after the due date for the payment thereof.

ARTICLE IV
Property Rights in the Common Area; Maintenance of
Recreation Area, Common Areas, Lawns and Exteriors of Residences

Section 1. Ownership. No later than 120 days after the earlier of (a) the sale and conveyance by the Developer of 90% of the Lots within The Properties or (b) the giving of written notice by the Developer to the Association of the Developer's intention to convey and transfer ownership of the Recreation Area and the Common Areas to the Association (but in no event later than five (5) years following the date of the recordation of this Declaration), the Developer, or its successors and assigns, shall convey and transfer the record fee simple title to the Recreation Area and the Common Areas to the Association and the Association shall accept such conveyance. The said conveyance and transfer of title shall be subject to taxes for the year of conveyance and to restrictions, limitations, conditions, reservations and easements of record. Commencing with the date this Declaration is recorded, the Association shall be responsible for the maintenance and administration of the Recreation Area and the Common Areas in a continuous and satisfactory manner and for the payment of taxes assessed against the Recreation Area and the Common Areas and any improvements and personal property accruing from and after the date of the recording of this Declaration. In implementation of the foregoing, such taxes shall be prorated between the Developer and the Association as of the date of such recordation. Any portion of the plat of The Properties containing open spaces may not be vacated in whole or in part unless the entire plat is vacated.

Section 2. Obligations of the Association. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the management and control of the Recreation Area and Common Areas and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair. The Association shall, at its expense, maintain and administer or cause to be maintained and administered the Recreation Area and Common Areas, including but not limited to all grassed swale areas along rights-of-way, open spaces, parking areas, private streets, sidewalks, street lighting, entrance features and landscaping, without regard to whether title to the said property is vested in the Developer or the Association.

Section 3. Owners' Easement of Enjoyment. Subject to the provisions hereof, every Owner shall have a right and easement of enjoyment in and to the Recreation Area and Common Areas which shall be appurtenant to and shall pass with title to every Lot.

Section 4. Members' Easements. Each Member of the Association and each tenant, agent and invitee of such Member shall have a permanent and perpetual easement for ingress and egress for pedestrian and vehicular traffic over and across the walkways, private streets, sidewalks and driveways from time to time laid out on the Recreation Area and Common Areas for use in common with all other Members, their tenants, agents and invitees. The portion of the Recreation Area and Common Areas not used, from time to time, for walkways, private streets, sidewalks and/or driveways shall be for the common use and enjoyment of the Members of the Association and each Member shall have a permanent and perpetual easement for the use of such portion of such lands as

common open space in such manner as may be regulated by the Association. The foregoing Members' rights of enjoyment and use of the Recreation Area and Common Areas and easements are subject to the following:

A. The right and duty of the Association to levy assessments against each Lot for the purpose of maintaining the Recreation Area and Common Areas and facilities in compliance with the provisions of this Declaration and with any restrictions on the various plats of The Properties from time to time recorded.

B. The right of the Association to suspend the voting rights and right to use the Recreation Area and Common Areas and facilities by a Member for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its lawfully adopted and published Rules and Regulations.

C. The right of the Association to adopt and enforce the rules and regulations governing the use of the Recreation Area and Common Areas and all facilities at any time situated thereon.

D. The right of the owner for the time being of the Recreation Area and/or Common Areas to mortgage the said Areas for the purpose of the improvement, repair or restoration thereof.

E. The right of the Developer or the Association to dedicate or transfer all or any part of the Recreation Area and Common Areas to any public agency, authority or utility for such purposes and upon such conditions as may be agreed to by the Members provided, however, that no such dedication or transfer by the Association shall be effective unless approved by the Developer so long as the Developer owns at least one Lot within The Properties and by seventy-five percent (75%) of the Members at a regular or special meeting of Members duly called and regularly conducted in accordance with the By-Laws.

Section 5. Easements Appurtenant. The Easements provided in Section 4 shall be appurtenant to and shall pass with the title to each Lot.

Section 6. Utility Easements. Public utilities may be installed underground in the Recreation Area and Common Areas when necessary for the service of The Properties, but all use of utility easements shall be in accordance with the applicable provisions of this Declaration.

Section 7. Public Easements. Fire, police, health, sanitation and other public service personnel and vehicles shall have a perpetual, non-exclusive easement for ingress and egress over and across the Recreation Area and Common Areas.

Section 8. Easement for Unintentional and Non-Negligent Encroachments. If a Lot or the Residence thereon shall encroach upon any portion of the Recreation Area, Common Areas or upon an easement, or upon any other Lot by reason of original construction or by the non-purposeful or non-negligent act of an Owner or Developer, then an easement for such encroachment shall exist so long as the encroachment exists.

Section 9. Additional Easements. The Developer (during any period in which there are any unsold Lots within The Properties) and the Association shall each have the right to grant such additional electric, telephone, gas, sprinkler, irrigation, cable

television or other utility easements, and to relocate any existing utility easement in any portion of The Properties and to grant access easements and to relocate any existing access easements in any portion of The Properties as the Developer or the Association shall deem necessary or desirable, for the proper operation and maintenance of The Properties, or any portion thereof, or for the general health or welfare of the Owners or for the purpose of carrying out any provisions of this Declaration; provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the use of the Residences for dwelling purposes. Indian Spring Country Club, Inc., its successors and assigns, shall have a perpetual, non-exclusive easement for ingress and egress over, upon and across roadways and Common Areas, as the same exist on The Properties from time to time, for access to and from golf course areas within Indian Spring if and to the extent such roadways or Common Areas afford access to such golf course areas.

Section 10. Delegation of Use. Any Member may delegate his right of enjoyment of the Recreation Area and Common Areas and facilities to the members of his family and to his guests, subject to such general rules and regulations as may be established from time to time by the Association. The foregoing delegation shall not be deemed to exclude the Member from the use and enjoyment of the Recreation Area and Common Areas.

Section 11. Liability and Property Damage Insurance for Recreation Areas and Common Areas. The Association shall obtain comprehensive general public liability and property damage insurance covering all of the Recreation Areas and Common Areas and insuring the Association and the Members as its and their interest appear, in such amounts and providing such coverage as the Board of Directors may determine from time to time.

Section 12. Maintenance of Recreation Area, Common Areas, Lawns and Exteriors of Residences. The Association shall at all times maintain in good repair, and shall replace as often as necessary, any and all improvements situated on the Recreation Area and Common Areas (upon completion of construction by Developer), including, but not limited to, all recreational facilities, landscaping, sprinkler pipes and systems, paving, drainage structures, street lighting fixtures and appurtenances, sidewalks, and other structures, except public utilities, all such work to be done as ordered by the Board of Directors acting on a majority vote of the Board. Maintenance of the street lighting fixtures shall include the fixtures within the Common Areas and shall further extend to payment for electricity consumed in the illumination of such lights. The Association shall maintain all lawns, shrubs, trees and other landscaping on Lots (exclusive of atriums), privacy walls, if any, dividing Lots and all sprinkler pipes and systems, including sprinkler heads and other portions of such systems, installed by Developer and located on or under Lots. In addition, the Association shall maintain the paint, ~~carpeting, stairs and other exterior finishing work~~ on all Residences constructed by the Developer and shall make all customary repairs required as part of normal maintenance of the exterior walls and roofs of all Residences, except for repairs necessitated by the negligence or misconduct of the Owner thereof, his contractors or invitees. The Association shall not be required to maintain roof gutters, any plate glass in the exterior walls or ~~entrance doors~~, nor the windows, sliding glass doors, window screens, door screens or entry doors (except for maintenance of the paint or stain on entry doors) of Residences. All work pursuant to this Section 12 and all expenses hereunder

shall be paid for by the Association through assessments imposed in accordance with Article V hereof. Such assessments shall be against all Lots equally; provided, however, that the cost of any maintenance, repair or replacement caused by the negligent conduct of a Member or by the failure of a Member to comply with the lawfully adopted Rules and Regulations shall be levied as a special assessment against such Member. No Owner may waive or otherwise escape liability for the assessments for such maintenance by non-use of the Recreation Area and Common Areas or abandonment of his right to use the Recreation Area and Common Areas. The Association, its successors and assigns, shall have a perpetual, non-exclusive easement for ingress and egress over, upon and across all Lots, and to excavate on Lots in connection with the maintenance of sprinkler pipes and systems, to the extent necessary for the performance of the work to be performed pursuant to this Section 12; provided, however, that the party causing any such excavations restores disturbed areas to the condition thereof immediately prior to such excavations.

ARTICLE V
Covenants for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation for Assessments. The Developer hereby covenants, and each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree to pay the Association the following: (1) annual general assessments or charges, and (2) special assessments for capital improvements.

All such assessments, together with fines, penalties, levies and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with fines, penalties and levies thereon and costs of collection thereof, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. If two or more persons or entities are then the Owner of such Lot, such obligation shall be the joint and several personal obligation of such persons or entities.

Section 2. General Assessments.

A. Purpose of Assessment. The general assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of The Properties and in particular for (a) the improvement, maintenance, administration and operation of the Recreation Area, Common Areas and other areas, if any, to be improved, maintained, administered and/or operated by the Association pursuant to this Declaration, (b) the performance of the functions, duties, responsibilities and powers of the Association under and pursuant to this Declaration, and (c) the performance of the functions, duties, responsibilities and powers assigned and delegated to and assumed by the Association pursuant to Article IV and Section 11 of Article VI of the Declaration of Maintenance Covenants for Indian Spring.

B. Basis for Assessment (General or Special).

(1) Subject to the provisions of paragraphs (2) and (3) of this Subsection B, each Lot and Residence thereon within The Properties shall be subject to the assessments provided for under this Declaration at an equal rate or upon an equal basis.

(2) During the Initial Assessment Period (hereinafter defined), any and all Lots and the Residences thereon owned by the Developer (including but not limited to Lots and Residences, if any, used as sales models and/or administrative offices) shall not be assessed as provided herein for so long as such Lots and Residences are owned by the Developer. Such Lots and Residences shall become subject to assessment upon (a) the sale and conveyance thereof to an Owner other than the Developer or (b) the expiration of the Initial Assessment Period, whichever shall first occur.

(3) Notwithstanding anything to the contrary contained herein, the periodic installments of the annual general assessment provided for herein with respect to each Lot and the Residence erected thereon is hereby fixed at \$94.00 per month during the period beginning with the date of the recordation of this Declaration and ending on February 28, 1982 (the "Initial Assessment Period"); provided, however, that the Developer reserves the right to elect to extend the Initial Assessment Period by giving written notice to the Association no later than February 28, 1982 of the extended expiration date of such period. During the Initial Assessment Period, the Developer shall fund any deficit in Association maintenance or contribute such sums to the common expenses of the Association in addition to the total monthly common expense assessments paid by all other Owners as may be required for the Association to maintain and to administer The Properties as provided for in this Declaration. During the Initial Assessment Period, the term "Owner" as used herein with respect to assessments shall exclude the Developer. After the Initial Assessment Period, the term "Owner" as used herein with respect to assessments shall include the Developer to the end that except during the Initial Assessment Period, all Lots and Residences thereon owned by the Developer shall be assessed on an equal basis with the Lots and Residences thereon owned by parties other than the Developer.

C. Method of Assessment. By vote of a majority of the Directors, the Board shall fix the annual assessments provided for herein upon the basis provided above. Such assessments shall be sufficient to meet the obligations imposed by this Declaration. The Board shall set the date(s) such assessments and any installments thereof shall become due; provided, however, that in no event shall such assessments or any installments thereof be due more frequently than monthly. Upon the failure of any Owner to pay any one or more installments of any such annual assessment within thirty (30) days after the due date thereof, the Board may declare the entire balance of such annual assessment to be immediately due and payable.

Section 3. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may at any time and from time to time levy special assessments for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Recreation Area and/or Common Areas, including fixtures, personal property and equipment related thereto, providing that any such assessment shall be authorized or approved by the Developer so long as the Developer owns at least one Lot within The Properties and by fifty-one percent (51%) of the Owners voting in person or by proxy at a special meeting duly called for the purpose of considering such assessment.

Section 4. Duties of the Board of Directors. The Board of Directors shall fix the amount of the assessment against each Lot

at least ten (10) days in advance of the commencement of the assessment period and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing signed by an officer of the Association, setting forth whether such assessment has been paid as to the Lot owned by the Owner making request therefor. Such certificate shall be conclusive evidence of payment of any assessment to the Association therein stated to have been paid.

The Association, through the action of its Board of Directors, shall have the power, but not the obligation, to acquire, by purchase, lease or otherwise, one or more Residences and Lots for occupancy by its employees or independent contractors, and to enter into an agreement or agreements from time to time with one or more persons, firms or corporations for management services. The Association shall have all other powers as provided in its Articles of Incorporation.

Section 5. Collection of Assessment; Effect of Non-Payment of Assessment; The Personal Obligation of the Owner; the Lien; Remedies of the Association. If the assessments are not paid on the date when due, then such assessments shall become delinquent and shall, together with such penalties and interest thereon and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot which shall bind such Lot in the hands of the Owner, his heirs, devisees, personal representatives, successors or assigns. Any individual who acquires title to a Lot upon the death of an Owner or by operation of law shall be personally liable for unpaid assessments with respect to such Lot. In any voluntary conveyance, the Grantee shall be jointly and severally liable with the Grantor for all unpaid assessments 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.

Section 6. Effect of Non-Payment of Assessments; Remedies of the Association. Any assessment or installment thereof not paid within thirty (30) days after the due date may upon resolution of the Board be subject to a penalty fee in such amount as may be established from time to time by the Board of Directors. In addition to the foregoing, if an assessment is not paid within thirty (30) days after due date, the assessment, at the discretion of the Board of Directors, may bear interest from the date when due at the highest rate permitted by law. The Association may bring an action at law against the Owner personally obligated to pay the assessment and any penalty or interest and/or may record a claim of lien against the Lot on which the assessment is unpaid, or may foreclose the lien against the Lot on which the assessment is unpaid, in like manner as foreclosure of a mortgage on real property, or pursue one or more of such remedies at the same time or successively, and there shall be added to the amount of such assessment, attorney's fees and costs of preparing and filing the claim of lien and the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest as provided by law and a reasonable attorney's fee to be fixed by the court together with the costs of the action, and the Association shall be entitled to attorney's fees in connection with any appeal of any such action.

It shall be the legal duty and responsibility of the Association to enforce payment of the assessments hereunder.

Section 7. Subordination of the Lien to Mortgages. The lien of the assessment provided for in this Article V shall be subordinate to the lien of any institutional first mortgage recorded prior to the recordation of a claim of lien for unpaid assessments. An institutional lender is defined as either a bank or life insurance company or a federal or state savings and loan association, or a mortgage or real estate investment trust, or a pension and profit sharing fund, or a credit union, or a Massachusetts business trust, or an agency of the United States government, or a lender generally recognized in the community as an institutional lender or the Developer, or assignee, nominee or designee of the Developer. A mortgagee in possession, a receiver, a purchaser at a foreclosure sale, or a mortgagee that has acquired title by deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser or mortgagee shall hold title subject to the liability and lien of any assessment becoming due after such foreclosure or conveyance in lieu of foreclosure. Any unpaid assessment which cannot be collected as a lien against any Lot by reason of the provisions of this Section 7 shall be deemed to be an assessment divided equally among, payable by, and assessed against all Lots, including the Lot as to which the foreclosure (or conveyance in lieu of foreclosure) took place. Liens for the assessments provided for in this Article V shall be of equal priority and dignity with liens for assessments imposed by ISMA pursuant to the Declaration of Maintenance Covenants for Indian Spring.

Section 8. Exempt Property. The following properties subject to this Declaration are and shall be exempt from the assessments, charges and/or liens created herein: (1) all properties, if any, to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (2) the Recreation Area and all Common Areas; and (3) all properties exempted from taxation by state or local governments upon the terms and to the extent of such legal exemption.

Section 9. Annual Budget. By a majority vote of the Directors, the Board shall adopt an annual budget for the subsequent fiscal year, which shall provide for allocation of expenses in such a manner that the obligations imposed by the Declaration will be met.

ARTICLE VI Use of Property

Section 1. Protective Covenants.

A. Residential Use. All Lots shall be used, improved and devoted exclusively for residential use. Nothing herein shall be deemed to prevent the Owner from leasing a Residence for a term no shorter than three months subject to all of the provisions of the Declaration. Temporary uses of Lots and Residences for model homes, parking lots, sales offices and/or administrative offices shall be permitted for the Developer until the Developer has sold all Lots owned by it within The Properties.

B. Restriction on Further Subdivision. No Lot shall be further subdivided or separated by any Owner, and no portion less

than all of any such Lot, nor any easement or other interest therein, shall be conveyed or transferred by an Owner, provided that this shall not prohibit deeds of correction, deeds to resolve boundary disputes, and similar corrective instruments.

C. Recreation Area. Nothing herein contained shall prevent or restrict the construction and maintenance of recreational facilities, including without limitation a swimming pool and other accessory facilities upon the Recreation Area.

D. Zoning. Uses which do not conform to Palm Beach County zoning ordinances will not be permitted upon The Properties.

E. Temporary Buildings. No tents, trailers, vans, shacks, tanks, or temporary or accessory buildings or structures shall be erected or permitted to remain on The Properties. However, the foregoing shall not restrict or prevent the construction and maintenance of temporary sales models and such other temporary facilities as are essential or appropriate to the development, construction and improvement of The Properties and to the sale of Lots and Residences, provided that the same are in compliance with appropriate governmental requirements applicable thereto.

F. Trash and Garbage. No lumber, metals, bulk materials, refuse or trash shall be kept, stored, or allowed to accumulate on any Lot, except building materials during the course of construction of any structure approved in accordance with the provisions of Paragraph M of this Section 1. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open on any day that a pick-up is to be made at such place on the Lot as will be accessible to persons making such pick-up. At all other times such containers shall be stored so that they cannot be seen from surrounding property. The Board of Directors, in its discretion, may adopt and promulgate reasonable rules and regulations relating to the size, shape, color and type of containers permitted and the manner of storage of the same.

G. Burial of Pipe and Tanks. No water pipe, gas pipe, sewer pipe, drainage pipe or storage tank shall be installed or maintained on any Lot above the surface of the ground, except hoses and movable pipes used for irrigation purposes. No Lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth.

H. Nuisances. Nothing shall be done on any Lot which may be or may become an annoyance or nuisance to the neighborhood. In the event of any question as to what may become a nuisance, such question shall be submitted to the Board of Directors for a decision in writing and its decision shall be final.

No refuse or unsightly objects shall be allowed to be placed or suffered to remain anywhere on any Lot; and in the event an Owner shall fail or refuse to keep his Lot free of refuse or other unsightly objects, then the Association may enter upon said premises and remove the same at the expense of the Owner, and such entry shall not be deemed a trespass, except however that the Owner shall be given at least ten (10) days prior written notice of such action.

The use of any driveway or parking area which may be in front of, adjacent to or part of any Lot as a parking place for golf carts, commercial vehicles, trailers and boats is

prohibited. The term "commercial vehicle" shall include all trucks and vehicular equipment exclusive of station wagons and passenger cars. No motor vehicle of any kind may be disassembled, serviced or repaired on any Lot in such a manner as to be visible from any point on an adjacent Lot or the street.

I. Walls or Fences. No wall, fence, hedge, or similar structure (except for walls, fences, hedges or similar structures constructed by Developer) shall be placed, constructed, erected or permitted on any Lot except with the express written permission of the Board of Directors.

J. Clothes Drying. No portion of any Lot shall be used as a drying or hanging area for laundry of any kind.

K. Shutters, Aerials and Mailboxes. No exterior radio, television, or other antenna or aerial may be erected or maintained within The Properties. No hurricane or storm shutters shall be installed unless the same be of a type approved by the Board of Directors. No mailboxes shall be installed unless the mounting and type is approved by the Board of Directors.

L. Single Family Lots. No building shall be permitted on any Lot except one single family dwelling home for the use and occupancy of one family, and no such building shall exceed two stories in height. All garages, porte cocheres, storage areas, garden houses and any other similar type structure must be attached to such dwelling home so as to constitute one single building.

M. Plan Approval. No building, structure, wall, fence, swimming pool, screen enclosure, terrace or barbecue pit, or other structure or addition thereto shall be placed upon The Properties or any part thereof, nor shall construction thereof commence unless and until all of the requirements, restrictions and provisions of Paragraph 10 of Section II of the Restrictions for Indian Spring (which, among other things, establishes the requirement for obtaining the prior written approval of plans, specifications and plot plans by the Architectural Control Committee of ISMA) have been fulfilled.

N. Drainage. No changes in elevations of property subject to these restrictions shall be made which will cause undue hardship to adjoining property.

O. Underground Wires. No lines or wires for communication or the transmission of current shall be constructed, placed, or permitted to be placed within The Properties unless the same shall be protected cables; any of said lines or wires which are not located in buildings shall be constructed or placed and maintained underground.

P. Animals. No horses, cattle, swine, goats, poultry, fowl or any other animals not commonly considered household pets shall be kept on the property. Under no circumstances shall any commercial or business enterprise involving the use of animals be conducted on the property. The Board of Directors may, from time to time, publish and impose reasonable regulations setting forth the type and number of animals that may be kept on any Lot and conditions and restrictions with respect thereto.

Q. Signs. No sign of any character shall be displayed or placed upon any Lot, including "For Rent" or "For Sale" signs, except owner's and builder's identification signs, the format of which shall be approved by the Board of Directors.

R. Business. No manufacturing, trade, business, commerce, industry, profession or other occupation whatsoever will be conducted upon any Lot or in any building or other structure erected thereon except for construction of improvements to The Properties and the sale of Lots and Residences.

S. Yards, Etc. All yards, walkways, driveways and parking areas located on each Lot and other areas of each Lot shall be kept in a neat and clean condition, free of refuse and debris, by the Owner thereof at his sole cost and expense.

T. Setbacks. Minimum setbacks shall be those required by Palm Beach County.

U. Certain Repairs and Other Restrictions, Rules and Regulations.

(1) Except for customary repairs required as a part of normal maintenance (such maintenance being the responsibility of the Association pursuant to Section 12 of Article IV of this Declaration), all necessary repairs to the exterior walls and roof of each Residence shall be the responsibility of the Owner of such Residence. In addition, the Owner of each Residence shall be responsible for replacing all broken plate glass, window glass and door glass of his Residence and for all necessary repairs to and maintenance of any roof gutter(s) and atrium installed or constructed as part of his Residence. The failure of the Owner to make the repairs which are the responsibility of the Owner under this Paragraph U will result in a thirty (30) day notice to the Owner from the Association setting forth the items to be corrected. In the event the corrections are not made within the thirty (30) day period, the Association may contract to have such work performed, and the Owner will be charged for the invoices delivered by such contractors together with any reasonable costs to the Association. If such charges and expenses are not paid by such Owner within thirty (30) days after demand for payment by the Association, the Association shall be entitled to a lien on such Lot and Residence in the amount of such charges and costs. It is contemplated that a portion of The Properties will be developed with Residences which are single family detached units designed with one continuous windowless zero lot lined exterior side wall or staggered zero lot line wall. Accordingly, the Owner of each such Residence and any mortgagee(s) under any mortgage(s) covering such Owner's Lot shall have a non-exclusive easement over, upon and across the adjoining Lot to the extent necessary for the performance of the work which such Owner is required to perform in connection with the repair, maintenance and restoration of such zero lot lined exterior side wall, the roof and/or roof eaves of his Residence.

(2) The Association shall have the right to file a lien for non-payment of such charges and costs in which event the Owner shall be responsible for reasonable attorney's fees and costs. In the event of the non-payment by an Owner of any charges and costs as provided for above, then the Association shall have all the rights and remedies as provided for in Article V hereinabove. The Association shall have a perpetual non-exclusive easement for ingress and egress over the Lots in The Properties for the purpose of maintenance and the making of such repairs if and to the extent such ingress and egress is necessary to implement the purposes and intent of this Declaration.

(3) The following restrictions, rules and regulations shall be adhered to by each Owner, lessee, their house guests and visitors:

(a) No Owner, lessee, their guests or visitors shall make or permit any disturbance that will interfere with the rights, comforts or convenience of others.

(b) On any re-sale of a Lot, the buyer and seller shall comply with the provisions of this Declaration.

(c) All Owners and lessees of Lots in The Properties shall abide by this Declaration, the Articles of Incorporation, the By-Laws and all Rules and Regulations as they are adopted from time to time by the Board of Directors. The Owners shall, at all times, obey the Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees and persons over whom they exercise control and supervision. In order to change or amend any Rule or Regulation and/or adopt new rules and regulations, the same must be duly adopted by at least a fifty-one percent (51%) affirmative vote or consent of the Board of Directors. No vote of the membership shall be required. A change, amendment or adoption of a rule or regulation shall not require an amendment to the Declaration or the By-Laws.

Section 2. Utility Easements. There is hereby created a blanket easement upon, across, over, through and under The Properties for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and systems including, but not limited to, water, sewers, gas, telephone, electricity and cable television lines and systems. By virtue of this easement it shall be expressly permissible for the Developer or the providing utility or service company to install and maintain facilities and equipment on The Properties, to excavate for such purposes providing the party causing such excavations restores disturbed areas to the condition in which they were found. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utility service lines or facilities for such utilities may be installed or relocated on The Properties except as programmed and approved by the Developer, nor shall the same be located in areas upon which any Residence or other building is erected. This easement shall in no way affect any other recorded easements on The Properties. The rights of the Developer as provided in this Section 2 shall automatically expire upon Developer selling the last Lot in The Properties to a purchaser and thereupon all rights vested in the Developer under this Section 2 shall be deemed to be vested in the Association.

Easements for drainage, installation and maintenance of utilities and for ingress and egress are reserved as shown on the recorded plats of The Properties. Within these easements, no plantings, buildings or other permanent structures may be placed or permitted to remain that will interfere with vehicular traffic or prevent maintenance of utilities. Public utility companies servicing The Properties and the Association, and their successors and assigns, shall have a perpetual easement for the installation and maintenance of water lines, sprinkler lines, sanitary sewers, storm drains, gas lines, electric and telephone lines, cables and conduits, including television cables and conduits and such services to the Lots and/or the Recreation Area and Common Areas, under and through the utility easements as shown on the plats and under and through such portions of each Lot beyond the buildings, as such buildings may from time to time be located. Any damage caused to pavement, driveways, drainage structures, sidewalks, other structures, or landscaping in the installation and maintenance of such utilities shall be promptly restored and repaired by the utility whose installation or maintenance caused the damage.

There shall be an easement granted wherever necessary to those companies furnishing utilities in the Residences enabling them to place centralized meters on the exterior wall of any of the Residences.

Section 3. Privacy Walls. If any privacy wall is erected on the dividing line between any of the Lots, such wall shall constitute a party wall and each Owner shall own that portion of such wall which stands on his Lot, subject to an easement in favor of the Owner of the adjoining Lot for the maintenance of such wall as a privacy wall between the two Lots. If any privacy wall erected on a Lot encroaches upon an adjoining Lot, then and in such event an easement for such encroachment shall exist so long as such encroachment exists. Any such privacy wall shall be maintained by the Association as more particularly provided in Section 12 of Article IV hereof.

Section 4. Zero Lot Lined Exterior Side Wall Residences. If all or any portion of The Properties is developed with Residences which are single family detached units designed with one continuous windowless zero lot lined exterior side wall or staggered zero lot line wall, then and in such event the following shall apply with respect to such Residences:

A. No construction shall be permitted within an established easement;

B. Roof eaves may project over the zero lot line and encroach upon the adjoining Lot up to a maximum of eighteen (18) inches if adequate gutters are provided to prevent runoff onto such adjoining Lot (which gutters shall be maintained as more particularly provided in Paragraph U of Section 1 of this Article VI);

C. There is hereby created an easement for such encroachment over any Lot upon which such encroachment occurs; and

D. No window(s) shall be cut in the zero lot lined exterior side wall of such Residences.

ARTICLE VII Party Walls

Section 1. General. Each wall built as part of the original construction of any attached single family dwellings upon The Properties and placed on the dividing line between the Lots thereof shall constitute a party wall, and each Owner shall own that portion of the wall which stands on his own Lot, with an easement of support in the other portion. The Owner of any Residence sharing a party wall with the Owner of an adjoining Residence shall not cut windows or any other openings in such wall or make any alterations, additions or changes in or to such wall without the prior written consent thereto of both the Board of Directors and the Owner of the adjoining Residence.

Section 2. Sharing of Repair and Maintenance. The costs of the repair and maintenance of a party wall shall be shared equally by the Owners who make use of the wall, except that if and to the extent a party wall constitutes the exterior wall of a residence, the costs of the repair and maintenance of the portion of such wall constituting such exterior wall shall be borne by the Association as part of its obligation to maintain and make

necessary repairs to the exterior walls of Residences as provided in Section 4 of Article IV hereof.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore the same, but no greater dimension of said party wall or of any restoration thereof shall be placed upon the land of the other Owner than that existing prior to such fire or other casualty without the written consent of the latter first obtained. If the other Owner thereafter makes use of the wall, such other Owner shall contribute to the cost of the restoration thereof in equal proportion without prejudice, however, to the right of any Owner to call for a larger contribution from the other Owner under any rule of law regarding liability for negligent or willful acts or omissions. Whenever any party wall or any part thereof shall be repaired or rebuilt, it shall be constructed in the same location where originally constructed, in the same size as originally constructed and of the same or similar materials.

Section 4. Weather Proofing. Notwithstanding any provision of this Article, any Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution. The right of any Owner to contribution from any other Owner under this Article VII shall be appurtenant to the land and shall pass to such Owners' successors in title. If any Owner fails to contribute his proper proportionate share of the costs of any repair, maintenance or restoration of any party wall, the unpaid contribution shall become a continuing lien on the Lot owned by the Owner failing to contribute his proper proportionate share of such costs which shall bind such Lot in the hands of the Owner thereof, his heirs, devisees, personal representatives, successors and assigns. Under such circumstances, the Owner entitled to contribution may bring an action at law against the Owner obligated with respect to such contribution and/or may record a claim of lien against the Lot owned by the Owner obligated with respect to such contribution, or may foreclose the lien against such Lot in like manner as foreclosure of a mortgage on real property, or pursue one or more of such remedies at the same time or successively, and there shall be added to the amount of such lien, attorney's fees and costs of preparing and filing the claim of lien and the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest as provided by law and a reasonable attorney's fee to be fixed by the court together with the costs of the action. No lien provided for in this Section 5 shall be effective until the recordation of a claim of lien in the Public Records of Palm Beach County, Florida. Any lien provided for in this Section 5 shall be subordinate to (a) the lien of any mortgage or mortgages recorded prior to the recordation of a claim of lien for any unpaid contribution under this Article VII and (b) the lien for unpaid assessments provided for in Article V hereof without regard to the order of priority of recordation of the claim of lien.

Section 6. Easement for Repair, Maintenance and Restoration. Each Owner and any mortgagee(s) under any mortgage(s) covering such Owner's Lot shall have a non-exclusive easement over, upon and across the adjoining Lot if and to the extent necessary for the performance of the work to be performed

in connection with the repair, maintenance and restoration of any party wall which stands on the dividing line between his Lot and such adjoining Lot.

Section 7. Right of Mortgagees to Repair or Restore. If neither of the Owners of the adjoining Lots sharing a party wall which requires repair or restoration makes the necessary repairs or restorations to such party wall, then and in such event (a) any mortgagee(s) under any mortgage(s) covering either of such Lots shall have the right (but not the obligation) to repair or restore such party wall, (b) the Owner of the mortgaged property shall, upon demand, reimburse the mortgagee for all costs and expenses incurred by the mortgagee in connection with such repair or restoration and (c) such costs and expenses shall be secured by the mortgage held by such mortgagee. If there is more than one mortgage covering such adjoining Lots or either of them, the aforesaid right to make necessary repairs or restorations to such party wall shall inure to the respective mortgagees in the order of the priority of the recordation of such mortgages.

Section 8. Covenants Run with the Land. All covenants and provisions of this Article VII shall run with and bind the land and all sales and conveyances of Lots shall be subject thereto.

Section 9. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article VII, each party shall choose one arbiter, and such arbiters shall choose one additional arbiter, and the decision of a majority of all the arbiters shall be final and conclusive of the question involved.

Section 10. Easement for Roof Overhangs. In connection with the construction of the Residences upon the Lots, it is contemplated that the roofs of certain Residences may overhang party walls and may thus encroach onto adjacent Lots. There is hereby created over any Lot upon which such encroachment occurs an easement for such encroachment.

ARTICLE VIII Destruction of Residence

In the event a Residence is damaged or destroyed by fire or other casualty insurable under a property damage insurance policy with standard extended coverage endorsement, the Owner of such Residence shall, with reasonable dispatch, repair or restore such Residence substantially to the condition thereof immediately prior to the occurrence of such damage or destruction. Any such repair or restoration shall be performed in accordance with the requirements of Palm Beach County. If for any reason the Owner does not proceed with such repair or restoration with reasonable dispatch or if such work is not completed within 90 days after the occurrence of such damage or destruction (or such longer period to which the Association may agree in writing), then and in such event the Association may, in the exercise of its sole discretion, elect either to repair or restore such Residence to the condition thereof immediately prior to the occurrence of such damage or destruction or, alternatively, to remove the remaining portion of the Residence, clear all debris and plant sod and landscape the Lot in a manner determined by the Association to be consistent with the landscape plan of The Properties. The Owner of such Lot shall be responsible for the payment of all costs and

expenses incurred by the Association pursuant to the provisions of this Article VIII and the same shall be due and payable within 30 days after written demand therefor is made by the Association. If such costs and expenses are not paid by the Owner to the Association as aforesaid, the Association shall have a lien therefor upon the Lot and Residence of such defaulting Owner. The said obligation and lien may be enforced in the same manner as in the case of non-payment of the assessments provided for in this Declaration, including without limitation the rights and remedies for enforcement provided in Section 6, Article V hereof. Notwithstanding anything to the contrary contained herein, in the event any Residence is destroyed or removed by any cause, if replaced said Residence shall be replaced with a Residence of similar size and type not exceeding, however, the dimensions of the previous Residence.

ARTICLE IX
Mortgagee's Right of Access

All mortgagees shall specifically have a right of access across all Common Areas for the purpose of ingress and egress to any and all Lots and Residences upon which they hold a mortgage.

ARTICLE X
Conveyances and Leases of Lots

Section 1. Provisions Relating to the Sale or Lease of Lots. In order to assure a community of congenial residents and thus protect the value of the Residences and to further the continuous development of The Properties, the sale or lease of Lots shall be subject to the following provisions:

Except as otherwise expressly provided herein, no Owner of a Lot may sell, transfer or lease his Lot except by compliance with the following:

A. Prior to the sale or transfer of any Lot, the Owner of such Lot shall give written notice (the "Notice") to the Board of Directors of the proposed sale or lease. The Notice shall include the name and address of the person to whom the proposed sale or lease is to be made, the purchase price in the case of a sale, the terms and conditions of the proposed sale or lease, and such other information as may reasonably be required by the Board of Directors. The Notice shall be accompanied by a true copy of the proposed purchase agreement or lease, as the case may be. The failure of the Owner to give such Notice and furnish such information to the Board of Directors shall constitute a breach of the Owner's obligations hereunder, and any sale or lease in contravention of this Article X shall, at the option of the Board, be null and void and no right, title, interest or estate shall pass to the intended purchaser or lessee by virtue thereof. The giving of the said Notice to the Board of Directors shall constitute an offer by the Owner to sell his Lot or to lease his Lot, as the case may be, to the Association or to its designee or assignee upon the same terms and conditions as contained in said Notice.

B. Within thirty (30) days after its receipt of the said Notice, copy of the proposed purchase agreement or lease, and such supplemental information as it may reasonably require, the

Board shall either approve or disapprove the proposed sale or lease and shall give written notification to the Owner of its approval or disapproval of the proposed sale or lease within the said thirty (30) day period. If the Board shall fail to give written notification to the Owner of its disapproval of the proposed sale or lease within the said thirty (30) day period, the Board shall be deemed to have approved the proposed sale or lease. The approval by the Association of the proposed sale or lease (whether such approval results from the affirmative act of the Board or the failure of the Board to notify the Owner of its disapproval within the said thirty (30) day period) shall be stated in a certificate executed by the President or Vice President of the Association which shall be in form for recording in the Public Records of Palm Beach County, Florida. The Board may establish a reasonable fee to be paid to the Association for the issuance of such Certificate of Approval and the payment of such fee shall be a necessary condition precedent to the obligation of the Association to issue such Certificate.

Section 2. Additional Provisions Relating to the Sale of Lots. If the Board of Directors disapproves any bona fide proposed sale of a Lot, such disapproval shall constitute an acceptance by the Association of the offer of sale which the Owner is deemed to have made by giving the Notice referred to in Section 1 hereof. Under such circumstances (1) the Association, its designee or assignee (which designee or assignee shall be determined solely by the Association) shall purchase the Lot at the price and upon all of the terms and provisions of the proposed sale as set forth in the Notice referred to in Section 1 hereof, (2) any deposit required under the terms of the proposed purchase agreement shall be paid by the Association, its designee or assignee, to the Owner no later than ten (10) days following the giving of the written notice of disapproval referred to in Section 1 hereof and (3) the sale and purchase shall be closed at the office of the Association no later than thirty (30) days after the giving of such notice of disapproval. Notwithstanding the foregoing, the Owner may elect not to sell his Lot to the Association, its designee or assignee, or to the proposed purchaser named in the Notice referred to in Section 1 hereof by giving written notice to the Association of such election not to sell within ten (10) days after receipt by the Owner of the said written notice of disapproval. If the Owner does not exercise the said election not to sell his Lot and the Association, its designee or assignee, defaults in its obligation to purchase the Lot as provided herein, then in such event any deposit theretofore made by the Association, its designee or assignee, may be retained by the Owner as liquidated damages for such default and the Owner shall be free to consummate the sale of his Lot to the proposed purchaser named in the said Notice referred to in Section 1 hereof provided that such sale is consummated for a purchase price and upon the terms and conditions contained in the said Notice within sixty (60) days following the date upon which the Association, its designee or assignee, should have purchased the Lot pursuant to the provisions hereof. If such sale to such purchaser is not consummated within the said sixty (60) day period, the Lot may not thereafter be sold or transferred without compliance with the provisions of this Article X.

Section 3. Additional Provisions Relating to the Lease of Lots.

A. If the Board of Directors disapproves any bona fide proposed lease of a Lot and such lease complies in all respects with the requirements and provisions of Paragraph B of this Sec-

tion 3, such disapproval shall constitute an acceptance by the Association of the offer of lease which the Owner is deemed to have made by giving the Notice referred to in Section 1 hereof.

Under such circumstances, the Association, its designee or assignee (which designee or assignee shall be determined solely by the Association), shall enter into a lease agreement with the Owner for the term, rental and upon all of the other conditions and provisions contained in the proposed lease agreement furnished to the Board with the said Notice referred to in Section 1 hereof. At the option of the Association, any such lease shall grant to the lessee the right to enter into any sublease of the Lot without the necessity of obtaining the consent of the lessor to such sublease. Notwithstanding the foregoing, the Owner may elect not to lease his Lot to the Association, its designee or assignee, or to the proposed lessee named in the said Notice referred to in Section 1 hereof by giving written notice to the Association of such election not to lease within ten (10) days after receipt of the written notice of disapproval of the proposed lease. If the Owner does not exercise the said election not to lease his Lot and the Association, its designee or assignee, defaults in its obligation to lease the Lot as provided herein, the Owner may then consummate the proposed lease of his Lot to the proposed lessee named in the said Notice referred to in Section 1 hereof provided that the lease is made for the term and upon the rental and other provisions contained in the proposed lease agreement submitted to the Board with the said Notice and provided further that such lease is executed no later than sixty (60) days following the date on which the Association, its designee or assignee, should have leased the Lot pursuant to the provisions hereof. If such lease is not entered into with such lessee within the aforesaid sixty (60) day period, the Owner may not thereafter lease his Lot without compliance with the provisions of this Article X.

B. Each and every lease agreement (herein referred to as the "Lease Agreement") between the Owner and a lessee of such Owner's Lot and/or Residence shall be in writing, shall provide for a term no shorter than three (3) months, that such Lease Agreement is and shall be subject in all respects to the terms and provisions of this Declaration and that any failure by the lessee to comply with such terms and conditions shall be a material default and breach of the Lease Agreement. Each Lease Agreement shall further provide that the same may not be modified, amended or extended without the prior written consent of the Board of Directors and that the Board of Directors shall have the power to terminate such Lease Agreement and/or to bring summary proceedings to evict the lessee (which proceedings may be brought in the name of the lessor named in the Lease Agreement) in the event of a default by the lessee in the performance of its obligations under such Lease Agreement, including without limitation, the failure of the lessee to comply with the terms and provisions of this Declaration. Each Lease Agreement must also provide that the lessee thereunder shall pay any and all expenses and assessments levied against the demised Lot or Residence directly to the Association if and to the extent the same are not paid when due by the Owner. Notwithstanding the obligation of the lessee to make such payments directly to the Association if and to the extent the same are not paid when due by the Owner, the Owner shall remain primarily liable for the payment of any and all such expenses and assessments until the same are paid.

Section 4. Exempt Transactions, etc. The foregoing provisions of this Article X shall not apply to the Developer or

the designee or assignee of the Developer and the Developer, its designee or assignee, may convey or lease Lots without complying with the provisions of this Article X. Additionally, the foregoing provisions of this Article X shall not apply to a transfer to or purchase by an institutional mortgagee that acquires its title as a result of owning a mortgage upon the Lot concerned, whether the title to such Lot is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by an institutional mortgagee that so acquires its title. The assignee of a mortgage originally taken by an institutional mortgagee shall enjoy the same rights, immunities and privileges as are herein granted to such institutional mortgagee. Further, the provisions of this Article X shall not apply with respect to any sale or lease of a Lot by the Owner thereof to his or her spouse, adult children, parents, grandparents, parents-in-law or to any one or more of them. Any Owner shall be free to convey or transfer his Lot by gift, to devise his Lot by will or to have his Lot pass by intestacy and the provisions of this Article X shall not apply thereto; provided, however, that any person or persons who shall acquire title to a Lot or any interest therein by gift, devise or intestacy shall be bound by, and such Lot shall be subject to, the provisions of this Article X. In the event any Lot is acquired by the Association, its designee or assignee, all Owners shall be deemed to have waived all right of partition with respect to such Lot. As used in this Article X, the term Lot refers to both Lot and any Residence erected thereon.

ARTICLE XI
Additions, Alterations or Improvements

Section 1. Consent of the Board of Directors. No Owner shall make any structural addition, alteration or improvement in or to his Residence without the prior written consent thereto of the Board of Directors. The Board shall have the obligation to answer any written request by an Owner for approval of a proposed structural addition, alteration or improvement in such Owner's Residence. All structural additions, alterations and improvements by Owners shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction. An Owner making or causing to be made any structural additions, alterations or improvements agrees, and shall be deemed to have agreed, to hold the Association and all other Owners harmless from any liability arising therefrom. Refusal of approval of plans, specifications and plot plan, or any of them, may be based on any ground, including purely aesthetic grounds, which the Board of Directors, in its sole and uncontrolled discretion, deems sufficient. It shall be a condition precedent to the granting of the consent of the Board of Directors to the making of any structural additions, alterations or improvements in or to any Residence that the Owner of such Residence comply with all of the requirements, restrictions and provisions of the Restrictions for Indian Spring, including without limitation the requirement for obtaining the prior written approval by the Architectural Control Committee of ISMA of the plans and specifications for such structural addition, alteration or improvement.

Any change in the exterior appearance of any Residence, including fences, walls, pool or patio enclosures, or any change in the appearance of the landscaping, shall be deemed an alteration

requiring approval. The Board of Directors shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this paragraph.

The paint, coating, stain and other exterior finishing colors on all Residences and buildings shall be kept as originally installed by Developer. The prior written approval of the Board of Directors shall be necessary before any change is made to the paint, coating, stain or other exterior finishing colors on any Residence. The landscaping, including without limitation, the trees, shrubs, flower beds, walkways and ground elevations of each Lot, shall be kept as originally installed by Developer and no change shall be made thereto without the prior written approval of the Board of Directors first had and obtained.

Section 2. Additions, Alterations or Improvements to Developer-Owned Lots. The foregoing restrictions of this Article X shall not apply to Developer-owned Lots. The Developer shall have the right, without the consent or approval of the Board of Directors or other Owners to make alterations, additions or improvements, structural and non-structural, interior and exterior, ordinary and extraordinary, in, to and upon any Residence owned by it (including, without limitation, the removal of walls, floors, ceilings and other structural portions of the improvements).

Section 3. Changes in Developer-Owned Lots and Residences. Developer shall have the right, without the vote or consent of the Association to (i) make alterations, additions or improvements in, to and upon Lots and Residences owned by Developer, whether structural or non-structural, interior or exterior, ordinary or extraordinary, and (ii) change the layout or number of rooms in any Developer-owned Residences, provided that Developer shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction. The provisions of this paragraph may not be added to, amended or deleted without the prior written consent of the Developer.

ARTICLE XII Sales Activity and Developer's Rights

Until the Developer has completed and sold all the Lots in The Properties, neither the Owners, nor the Association nor their use of the Recreation Area and Common Areas shall interfere with the completion of the contemplated improvements and the sale of Lots. The Developer (or its duly authorized agents or assigns) may make such use of the unsold Residences and the Recreation Area and Common Areas as may facilitate such completion and sale including, but not limited to, the maintenance of sales offices for the showing of the property and display of signs, billboards, placards and visual promotional materials. The Developer shall have the right to use unassigned parking spaces for prospective purchasers and such other parties as Developer determines. Developer reserves the inalienable right to complete the development of The Properties, including the Recreation Area and Common Areas, notwithstanding that a purchaser of any Lot has closed title.

ARTICLE XIII
Amendments

The process of amending this Declaration shall be as follows:

A. Until the date ("First Lot Sale Date") of the closing of the first conveyance of a Lot by Developer to an Owner other than Developer, any amendments may be made by Developer alone, which amendment shall be signed by or on behalf of Developer and need not be joined by any other party.

B. After the First Lot Sale Date, this Declaration may be amended only with the consent of (i) two-thirds (2/3) of all Owners, (ii) a majority of the entire Board, and (iii) each institutional mortgagee holding a mortgage on any Lot. The aforementioned consents must be in writing and shall be affixed to the amendment to this Declaration.

C. Notwithstanding anything to the contrary contained herein, (i) no amendment shall be effective which shall, in a material fashion, impair or prejudice the rights or priorities of any Owner, Developer or of any institutional mortgagee under this Declaration without the specific written approval of the Owner, Developer or institutional mortgagee affected thereby and (ii) so long as Developer is the Owner of any Lot in the ordinary course of its business, Developer's written consent must be obtained and affixed to any amendment as a necessary condition precedent to the adoption of such amendment, and in the absence of such consent any purported amendment shall be ineffective, null and void.

D. Notwithstanding the foregoing, so long as Developer is entitled to elect the entire Board, Developer may amend this Declaration in order to correct a scrivener's error or other defect or omission without the consent of the Owners, Board or institutional mortgagees, provided that such amendment does not materially and adversely affect an Owner's property rights. Any such amendment may be signed by or on behalf of Developer alone and a copy of the amendment shall be furnished to each Owner, the Association and all institutional mortgagees as soon after the recording thereof amongst the Public Records of Palm Beach County, Florida as is practicable.

E. Any amendment to this Declaration shall become effective upon the recording thereof amongst the Public Records of Palm Beach County, Florida.

ARTICLE XIV
Assignability of Rights of Developer

The rights and privileges reserved in this Declaration in favor of the Developer are freely assignable, in whole or in part, by the Developer to any party who may be hereafter designated by the Developer to have and exercise such rights, and such rights may be exercised by the Developer, the nominee, assignee or designee of the Developer, the successor or successors in interest of the Developer, and/or the successor or successors in interest of the nominees, assignees or designees of the Developer.

ARTICLE XV
General Provisions

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Developer, the Association or the Owner of any Lot subject to this Declaration and their respective legal representatives, heirs, successors and assigns, for a term of ninety-nine (99) years from the date this Declaration is recorded, after which time such covenants and restrictions shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then Owners of two-third (2/3) of the Lots has been recorded, agreeing to change or terminate said covenants and restrictions in whole or in part.

Section 2. Notice. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants and failure by the Developer, the Association or the Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidity of any one or more of the covenants, restrictions or provisions of this Declaration by judgment or court order shall in no way affect any other covenant, restriction or provision hereof and such other covenants, restrictions and provisions shall remain in full force and effect.

Section 5. Captions. The captions used in this Declaration are inserted solely as a matter of convenience and shall not be relied upon and/or used in construing the effect or meaning of the text of this Declaration.

Section 6. Limitations. So long as the Developer is in control of the Association and is pursuing the development of The Properties, the Association may take no action whatsoever in opposition to the development plan of The Properties or to any changes proposed thereto by the Developer.

Section 7. Context. Whenever the context so requires, any pronoun used herein shall be deemed to mean the corresponding masculine, feminine or neuter form thereof and the singular form of any nouns and pronouns herein shall be deemed to mean the corresponding plural form thereof and vice versa.

Section 8. No Implied Waiver. The failure of Developer, the Association, the Board of Directors or any Owner to object to an Owner's or other party's failure to comply with any covenant, restriction or provision contained herein shall in no event be deemed a waiver of any such covenant, restriction or provision.

Section 9. Conflicts, Etc. In the event of any inconsistency between this Declaration and the Articles and By-Laws of the Association, the provisions of this Declaration shall supersede, govern and control. In the event of any inconsistency between this Declaration and either the Declaration of Maintenance Covenants for Indian Spring or the Restrictions for Indian Spring, the provisions of the latter two mentioned documents shall supersede, govern and control.

IN WITNESS WHEREOF, this Declaration of Covenants and Restrictions for Applegate at Indian Spring has been executed by Developer on the day and year first above set forth.

WITNESSES:

CADILLAC FAIRVIEW INDIAN SPRING,
INC.

Laura Sherry
Sara C. Bycroft

By: Herbert M. Hutt
Herbert M. Hutt, President

Attest: Randall McKie
Randall McKie, Secretary

(SEAL)

The undersigned, Applegate Homeowners' Association, Inc. hereby consents to the terms and provisions contained in the foregoing Declaration and hereby assumes the duties and obligations imposed upon the undersigned thereunder.

WITNESSES:

APPLEGATE HOMEOWNERS'
ASSOCIATION, INC.

Laura Sherry
Sara C. Bycroft

By: Herbert M. Hutt
Herbert M. Hutt, President

Attest: Randall McKie
Randall McKie, Secretary

(SEAL)

STATE OF FLORIDA

)
: ss
)

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 16th day of June, 1981, by HERBERT M. HUTT as President of CADILLAC FAIRVIEW INDIAN SPRING, INC., a Florida corporation, on behalf of the corporation.

Karen M. Hagdon
NOTARY PUBLIC
State of Florida at Large

My Commission Expires:
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES JUNE 26, 1984
BONDED THROUGH MAPROB-ASSOCIATION, INC.

26

B3550 P0908

STATE OF FLORIDA
COUNTY OF PALM BEACH

)
: ss
)

The foregoing instrument was acknowledged before me this 16th day of June, 1981, by HERBERT M. HUTT as President of APPLGATE HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, of the corporation.

Ken M. Hagel
NOTARY PUBLIC
State of Florida at Large

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES JUNE 26, 1984
BONDED THROUGH MURDOCK LASHTON, INC.

B3550 P0910

EXHIBIT A
ANNEXED TO AND FORMING
PART OF DECLARATION OF
COVENANTS AND RESTRICTIONS
FOR APPLGATE AT INDIAN SPRING

DESCRIPTION OF PROPERTY:

That portion of Alpha At Indian Spring according to the Plat thereof, as recorded in Plat Book 42 at Pages 36, 37 and 38 of the Public Records of Palm Beach County, Florida, shown on the said recorded Plat as follows:

All of Lots 1 through 60, Tract "A", Tract "B", Tract "C", Tract "D", Tract "M", and Recreation Area Tract "N".

B3550 P0914

EXHIBIT B
ANNEXED TO AND FORMING
PART OF DECLARATION OF
COVENANTS AND RESTRICTIONS
FOR APPELATE AT INDIAN SPRING

DESCRIPTION OF COMMON AREAS:

Tract "A", Tract "B", Tract "C", Tract "D",
Tract "M", and Recreation Area Tract "N", as
said tracts are shown on the plat of Alpha At
Indian Spring, recorded in Plat Book 42,
Pages 36, 37 and 38, of the Public Records of
Palm Beach County, Florida.

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

B3550 P0912

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of
APPLEGATE HOMEOWNERS' ASSOCIATION, INC.

filed on May 15, 1981.

The Charter Number for this corporation is 758376.



CORP 104 Rev. 5-79

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
15th day of May, 1981.

George Firestone
Secretary of State

SHELLEY B. MAURICE, P.A.
Attorney at Law
11076 S. Military Trail
Brynton Beach, FL 33436

MAY-31-1990 12:41pm 90-156934

ORB 6470 Pg 706

AMENDMENT TO THE BYLAWS OF APPLGATE
HOMEOWNERS' ASSOCIATION, INC.

This Amendment is made this 30th day of April, 1990, by Applegate Homeowners' Association, Inc., a Florida not-for-profit corporation ("Association").

WHEREAS, on June 16, 1981, Herbert M. Hutt and Randall McKie executed certain Bylaws of Applegate Homeowners' Association, Inc., which instrument was recorded on June 29, 1981, in Official Record Book 3550, page 921, of the Public Records of Palm Beach County, Florida.

WHEREAS, Article IX, Section 1 provides that the Bylaws may be amended at any regular or special meeting of the members, by the affirmative vote of two-thirds (2/3) of the members present in person or by proxy.

WHEREAS, at a duly called and noticed annual meeting of the membership of Applegate Homeowners' Association, Inc., a Florida not-for-profit corporation, held on February 8, 1990, the aforementioned Bylaws were amended pursuant to the provisions of said Bylaws.

NOW, THEREFORE, the Bylaws are hereby amended as follows:

1. A new Article X shall be added to the Bylaws of the Association, which shall provided as follows:

ARTICLE X

ENFORCEMENT

Section 1. In any legal proceeding arising out of an alleged failure of an Owner (for himself/herself or for his/her family members, guests, agents, lessees, servants, etc., or any occupants of the unit), or the Association to comply with the Declaration of Covenants and Restrictions for Applegate at Indian Spring, Articles of Incorporation of Bylaws, or the Rules and Regulations, as the foregoing are amended from time to time, or the applicable law, the prevailing party shall be entitled to recover the cost of the proceedings and paralegal and attorneys' fees (including appellate paralegal and attorneys' fees).

Other provisions of the Bylaws which have not been modified herein or reaffirmed and remain and are in full force and effect.

We do further certify that a meeting duly called for that purpose, two-thirds (2/3) of the members present in person or by proxy and approved the foregoing amendment on the 8th day of February, 1990.

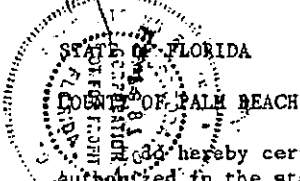
IN WITNESS WHEREOF, the President of the corporation has hereunto affixed his signature and the Secretary of the corporation has also hereunto affixed his signature and the corporate seal of the corporation, this 20th day of April, 1990.

ATTEST:

APPLEGATE HOMEOWNERS' ASSOCIATION, INC.

Joan Schneider
Joan Schneider, Secretary

By Milton Shertz
Milton Shertz, President



I do hereby certify that on this day before me a notary public duly authorized in the state and county above named to take oaths and acknowledgments personally appeared MILTON SHERTZ and Joan Schneider, President and Secretary, respectively of APPLGATE HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation, to me well known to be the individuals described in and who executed the foregoing amendment to the Bylaws and they acknowledge before me that the matters and things contained therein are true, and they do execute the same for the purposes herein expressed.

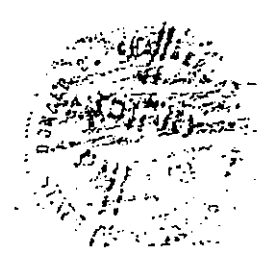
WITNESS MY HAND AND SEAL in the county and state named above, the 20th day of April, 1990.

Donald B. Dunkle
Notary Public

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. APR. 11, 1992
BONDED THRU GENERAL INS. UND.

RECORD VERIFIED
PALM BEACH COUNTY, FLA
JOHN B. DUNKLE



ARTICLES OF INCORPORATION
OF
APPLEGATE HOMEOWNERS' ASSOCIATION, INC.

FILED
MAY 15 2 21 PM '81
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned subscribers, desiring to form a corporation not-for-profit under Chapter 617 of the Florida Statutes, hereby adopt the following Articles of Incorporation:

ARTICLE I
NAME

The name of the corporation shall be APPEL GATE HOMEOWNERS' ASSOCIATION, INC. For convenience, the corporation is herein after referred to as the "Association".

ARTICLE II
DEFINITIONS

Each term used herein which is defined in the Declaration of Covenants and Restrictions for Applegate at Indian Spring recorded or to be recorded among the Public Records of Palm Beach County, Florida (the "Declaration") shall have the same meaning or definition when used herein as the meaning or definition ascribed thereto in the Declaration.

ARTICLE III
PURPOSES AND POWERS

The objects and purposes of the Association are to own, maintain and administer the Common Areas, Recreation Area and facilities of that certain residential community known as Applegate located within the real property known as Indian Spring situate in Palm Beach County, Florida, pursuant to and in accordance with the Declaration, which said residential community is planned for development according to the plat of Alpha At Indian Spring recorded in Plat Book 42, at Pages 36, 37 and 38, of the Public Records of Palm Beach County, Florida (the said residential community being that portion of Alpha At Indian Spring shown on the said recorded Plat at Plat Book 42, Page 37); to administer and enforce the covenants and restrictions created by the Declaration; to assess, levy, collect and disburse the assessments and charges, both general and special, provided for in the Declaration; to promote the recreation, health, safety and welfare of the residents of the said community; and to perform and exercise all of the rights and duties of the Association under the Declaration.

The Association is not organized for profit and no part of the net earnings, if any, shall inure to the benefit of any member or individual person, firm or corporation.

The Association shall have the power:

A. To contract for the management of the Association and to delegate to the party with whom such contract has been entered the powers and duties of the Association except those which require specific approval of the Board of Directors or members.

THIS DOCUMENT IS NOT VALID
UNLESS THE SIGNATURE
IS IN THE PRESENCE OF
A NOTARY PUBLIC
AND THE SIGNATURE IS
NOTARIZED

When recorded, return to
BROAD & NICHOL
1499 West Pensacola Blvd
Egmont, Florida 33432

B3550 P0914

B. The Association shall have all of the common law and statutory powers of a corporation not-for-profit which are not in conflict with the terms of these Articles and the Declaration. The Association shall also have all of the powers necessary to implement the purposes of the Association.

ARTICLE IV
MEMBERS

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member.

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

Class A Class A members shall be all those owners as defined in Section 1 with the exception of the Developer. Class A members shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be members, but the vote for such Lot shall be exercised only by that one member as shall be designated in a written instrument, executed by or on behalf of any record owner of such interest, filed with the Secretary of the Association. In no event shall more than one vote be cast with respect to any Lot. Any such written instrument designating one of several persons holding such interests in any one Lot as the person entitled to cast the vote for such Lot may be executed by any one record owner of such interest in such Lot without regard to whether the person executing such written designation is or is not the voting member designated therein. In the event of the filing of conflicting written designations with respect to any Lot, neither written designation shall be effective. Under such circumstances, the filing with the Secretary of the Association of a written instrument, duly executed by or on behalf of all of the record owners of the entire fee interest in such Lot, designating one of them as the person entitled to cast the vote for such Lot shall be a necessary condition precedent to the right to cast such vote.

Class B The Class B member shall be the Developer. The Class B member shall be entitled to one vote for each Lot in which it holds the interest required for membership in Section 1, provided however, that notwithstanding any provision to the contrary, the Developer shall have the right to elect the entire Board of Directors of the Association until 120 days after the earlier of (a) the sale and conveyance by the Developer of 90%

of the Lots within The Properties or (b) the giving of written notice by the Developer to the Association that the Developer waives and relinquishes its right to elect the entire Board of Directors of the Association.

The Association shall have the right to suspend any Member's right to vote for any period during which any assessment levied by the Association against such Member's Lot shall remain unpaid for more than 30 days after the due date for the payment thereof.

Section 3. Meetings of Members. The By-Laws of the Association shall provide for annual meetings of members, and may make provision for regular and special meetings of members in addition to the annual meetings. A quorum for the transaction of business at any meeting of the members shall exist if thirty percent (30%) of the total number of members in good standing shall be present or represented at the meeting.

ARTICLE V CORPORATE EXISTENCE

The corporation shall have perpetual existence.

ARTICLE VI DIRECTORS

Section 1. Management by Directors. The property, business and affairs of the Association shall be managed by a Board of Directors, which shall consist of as many persons as the Board of Directors shall from time to time determine but not less than three (3) nor more than nine (9) persons. A majority of the directors in office shall constitute a quorum for the transaction of business. The By-Laws shall provide for meetings of directors, including annual meetings. X

Section 2. Original Board of Directors. The names and addresses of the first Board of Directors of the Association, who shall hold office until the first annual meeting of members and until qualified successors are duly elected and have taken office, shall be as follows:

Herbert M. Hutt	5160 S.W. 15th Avenue Boynton Beach, Florida 33437
Dennis Booth	5160 S.W. 15th Avenue Boynton Beach, Florida 33437
Randall McKie	5160 S.W. 15th Avenue Boynton Beach, Florida 33437

Section 3. Election of Members of Board of Directors. Except for the first Board of Directors, directors shall be elected by the members of the Association at the annual meeting of the membership as provided by the By-Laws of the Association, and the By-Laws may provide for the method of voting in the election and for removal from office of directors. All directors shall be members of the Association except that such requirement shall not apply to the first Board of Directors nor to directors appointed or designated by the Developer.

Section 4. Duration of Office. Persons elected to the Board of Directors shall hold office until they resign or until the next succeeding annual meeting of members, and thereafter until qualified successors are duly elected and have taken office.

Section 5. Vacancies. If a director elected by the general membership shall for any reason cease to be a director, the remaining directors so elected may elect a successor to fill the vacancy for the balance of the unexpired term. The Developer shall have the unqualified right to designate a successor to fill the vacancy created if a director designated or appointed by the Developer shall resign or for any other reason cease to be a director.

ARTICLE VII OFFICERS

Section 1. Officers. The Association shall have a President, a Vice President, a Secretary, and a Treasurer, and such other officers and assistant officers and agents as the Board of Directors may from time to time deem desirable consistent with the By-Laws of the Association.

Section 2. Election and Appointment of Officers. The officers of the Association, in accordance with any applicable provisions of the By-Laws, shall be elected by the Board of Directors for terms of one year and until qualified successors are duly elected and have taken office. The By-Laws may provide for the method of voting in the election, for the removal from office of officers, for filling vacancies, and for the duties of the officers. The President and all other officers may or may not be directors of the Association. If the office of President shall become vacant for any reason, or if the President shall be unable or unavailable to act, the Vice President shall automatically succeed to the office or perform its duties and exercise its powers. If any office other than that of the President shall become vacant for any reason, the Board of Directors may elect or appoint an individual to fill such vacancy. The same person may hold two offices provided, however, that the offices of President and Vice-President shall not be held by the same person, nor shall the offices of President and Secretary be held by the same person.

Section 3. First Officers. The names and addresses of the first officers of the Association, who shall hold office until the first election of officers by the Board of Directors and until successors are duly elected and have taken office, shall be as follows:

<u>Office</u>	<u>Name</u>	<u>Address</u>
President	Herbert M. Butt	5160 S.W. 15th Avenue Boynton Beach, FL 33437
Vice President	Dennis Booth	5160 S.W. 15th Avenue Boynton Beach, FL 33437
Treasurer	Randall McKie	5160 S.W. 15th Avenue Boynton Beach, FL 33437
Secretary	Randall McKie	5160 S.W. 15th Avenue Boynton Beach, FL 33437

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ARTICLE VIII
BY-LAWS

The Board of Directors shall adopt By-Laws consistent with these Articles of Incorporation. Such By-Laws may be altered, amended or repealed by the membership in the manner set forth in the By-Laws.

ARTICLE IX
AMENDMENTS

X Amendments to these Articles of Incorporation shall require the affirmative vote of a majority of the Board of Directors and the affirmative vote of the members of the Association who have the right to vote two-thirds of all the votes of the entire membership; provided, however, that (a) no amendment shall make any change in the qualifications for membership nor the voting rights of the Members without the written approval or affirmative vote of all Members of the Association, (b) that these Articles shall not be amended in any manner without the prior written consent of the Developer to such amendment for so long as the Developer is the Owner of any Lot, and (c) that these Articles shall not be amended in any manner which conflicts with the terms, covenants and provisions contained in the Declaration. A copy of each amendment to these Articles shall be recorded among the Public Records of Palm Beach County, Florida.

ARTICLE X
INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon such person in connection with any proceeding or any settlement thereof to which such person may be a party or may become involved by reason of being or having been a director or officer of the Association, whether or not a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duty; provided that in the event of a settlement, the indemnification provided for herein shall apply only if and when the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of any and all right of indemnification to which such director or officer may be entitled under statute or common law.

ARTICLE XI
TRANSACTIONS IN WHICH
DIRECTORS OR OFFICERS ARE INTERESTED

No contract or transaction between the Association and one or more of its directors or officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be invalid, void or voidable solely for such reason, or solely because the director or officer is present at or participates in

the meeting of the board or committee thereof which authorized the contract or transaction, or solely because his or their votes are counted for such purpose. No director or officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

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

ARTICLE XII
SUBSCRIBERS

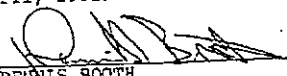
The names and addresses of the subscribers to these Articles of Incorporation are:


<u>Name</u>	<u>Address</u>
Dennis Booth	5160 S.W. 15th Avenue Boynton Beach, FL 33437
Randall McKie	5160 S.W. 15th Avenue Boynton Beach, FL 33437
Ronald Girard	5160 S.W. 15th Avenue Boynton Beach, FL 33437


ARTICLE XIII
INITIAL REGISTERED OFFICE, AGENT AND ADDRESS

The principal office of the Association shall be 5160 S.W. 15th Avenue, Boynton Beach, Florida 33437, or at such other place, within or without the State of Florida as may be subsequently designated by the Board of Directors. The initial registered office is at the above address and the initial registered agent therein is Randall McKie.

IN WITNESS WHEREOF, the said subscribers have hereunto set their hands this 19 day of April, 1981.

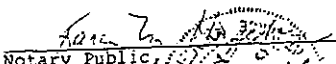

DENNIS BOOTH


RANDALL MCKIE


RONALD GIRARD

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

The foregoing instrument was acknowledged before me this 29th day of April, 1981, by DENNIS BOOTH, RANDALL MCKIE, and RONALD GIRARD.


Notary Public, State of Florida, at Large
My Commission Expires 6
6
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES JUNE 26, 1984
BONDED THROUGH FLORIDA NOTARY BOARD

B3550 P0919

FILED
MAY 15 2 22 PM '81

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ACCEPTANCE OF RESIDENT AGENT

The undersigned accepts his appointment as the initial registered agent of Applegate Homeowners' Association, Inc.

Randall McKie
Randall McKie

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

83550 P0920

BY-LAWS
OF
APPELLEGATE HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to the APPELLEGATE HOMEOWNERS' ASSOCIATION, INC., a non-profit corporation organized and existing under the laws of the State of Florida.

Section 2. "The Properties" shall mean and refer to The Properties as defined in the Declaration of Covenants and Restrictions for Applegate at Indian Spring (the "Declaration") recorded or to be recorded among the Public Records of Palm Beach County, Florida.

Section 3. "Lot" shall mean and refer to any Lot as appears in the plat or replat for The Properties or any portion thereof.

Section 4. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot within The Properties.

Section 5. "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article IV, Section 1, of the Articles of Incorporation of the Association.

Section 6. "Developer" shall mean and refer to Cadillac Fairview Indian Spring, Inc., its successors and assigns.

Section 7. Each defined term used herein which is defined in the Declaration shall have the same meaning or definition when used herein as the meaning or definition ascribed thereto in the Declaration.

ARTICLE II
LOCATION

Section 1. The principal office of the Association shall be located at 5160 S.W. 15th Avenue, Boynton Beach, Florida 33437.

ARTICLE III
MEMBERSHIP

Section 1. Membership of the Association is as set forth in Article IV, Section 1, of the Articles of Incorporation of the Association.

Section 2. The rights of membership are subject to the payment of annual and special assessments levied by the Association. The obligation for such assessments is imposed against each Owner of the Lot against which such assessments are made, and such assessments become a lien upon the Lot against which the same are assessed as provided in Article V of the Declaration.

RECORDED
INDEXED
JUN 29 1984
P0921

When returned, return to
FRANK RALPH GIBBEL
1460 W. 15th Avenue, Park Road
Boca Raton, Florida 33432

81 114773

JUN 29 AM 11:29

19,70

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ARTICLE IV
BOARD OF DIRECTORS

Section 1. The directors of the Association shall be elected at the annual meeting of the members as specified in the Articles of Incorporation. Except as otherwise provided in the Articles of Incorporation of the Association, the election of each director shall be separate and shall require a plurality of the votes of those persons voting in each election. There shall be no cumulative voting.

Section 2. Any director may be removed from office at any time with or without cause by the affirmative majority vote of the Association membership, except that the directors elected or designated by the Class B member may be removed only by the Class B member and except that the directors named in the Articles of Incorporation may be removed only by the Class B member.

Section 3. The first meeting of a newly elected Board of Directors, for the purpose of organization, shall be held immediately after the annual meeting of members, provided the majority of the members of the Board elected be present. Any action taken at such meeting shall be by a majority of the whole Board. If the majority of the members of the Board elected shall not be present at that time, or if the directors shall fail to elect officers, the meeting of the Board to elect officers shall then be held within thirty days after the annual meeting of members upon at least three days' notice in writing to each member of the Board elected, stating the time, place and object of such meeting.

Section 4. Regular meetings of the Board of Directors may be held at any place or places within Palm Beach County, Florida, on such days and at such hours as the Board of Directors may, by resolution, designate.

Section 5. No notice shall be required to be given of any regular meeting of the Board of Directors.

Section 6. Special meetings of the Board of Directors may be called at any time by the President or by any two members of the Board and may be held at any place or places within Palm Beach County, Florida.

Section 7. Notice of each special meeting of the Board of Directors, stating the time, place and purpose or purposes thereof, shall be given by or on behalf of the President or by or on behalf of the Secretary or by or on behalf of any two members of the Board to each member of the Board not less than three days by mail or one day by telephone or telegraph. Special meetings of the Board may also be held at any place and time without notice by unanimous waiver of notice by all the directors. The Board of Directors may act by unanimous written consent in lieu of a meeting.

ARTICLE V
OFFICERS

Section 1. The officers of the Association shall consist of a President, a Vice President, a Secretary and a Treasurer, each of whom shall be elected by the Board of Directors. Such other

officers and assistant officers and agents as may be deemed necessary may be elected or appointed by the Board of Directors from time to time. Any two or more offices may be held by the same person provided, however, that neither the offices of President and Vice-President nor the offices of President and Secretary shall be held by the same person. Any officer may be removed at any time by the affirmative vote of a majority of the Board of Directors at any duly called regular or special meeting of the Board.

Section 2. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the members of the Association and of the Board of Directors. He shall have the general powers and duties of supervision and management of the Association which usually pertain to his office, and shall perform all such duties as are properly required of him by the Board of Directors. The Board of Directors shall elect one Vice President, who shall generally assist the President and who shall have such other powers and perform such other duties as usually pertain to such office or as are properly required of him by the Board of Directors. In the absence or disability of the President, the Vice President shall perform the duties and exercise the powers of the President.

Section 3. The Secretary shall issue notices of all meetings of the membership of the Association and the directors where notice of such meetings are required by law or in these By-Laws. He shall keep the minutes of the meetings of the membership and of the Board of Directors. If the Board of Directors elects or appoints one or more assistant secretaries, such assistant secretaries shall, in the absence or disability of the Secretary, perform the duties of the Secretary in such order as shall be determined by the Board of Directors.

Section 4. The Treasurer shall have the care and custody of all the monies and securities of the Association. He shall enter on the books of the Association, to be kept by him for that purpose, full and accurate accounts of all monies received by him and paid by him on account of the Association. He shall sign such instruments as require his signature and shall perform all such duties as usually pertain to his office or as are properly required of him by the Board of Directors. In the event the Association enters into a management agreement, the duties and functions of the Treasurer may be delegated to the managing agent to the extent such delegation is determined to be appropriate by the Board of Directors.

Section 5. Vacancies in any office arising from any cause may be filled by the Board of Directors at any regular or special meeting.

Section 6. The compensation, if any, of all officers and other employees of the Association shall be fixed by the Board of Directors.

ARTICLE VI MEETINGS OF MEMBERS

Section 1. The regular annual meeting of the members shall be held on the second Monday of the month of February in each year beginning in 1982 at such time and place as shall be determined by the Board of Directors, except that the Board of Directors shall have the right to change the date of regular annual meetings from time to time.

Section 2. Special meetings of the members for any purpose may be called at any time by the President or the Vice President. In addition, a special meeting of the members shall be called as directed by resolution of the Board of Directors or upon the written request of the members who have the right to vote one-third of the votes of the Class A membership, except that a special meeting of the members to recall or remove a member of the Board of Directors (other than a director elected or designated by the Class B member) shall be called either as directed by resolution of the Board of Directors or upon the written request of the members who have the right to vote one-tenth of all the votes of the entire membership or who have the right to vote one-tenth of the votes of the Class A membership.

Section 3. Notice may be given to the member either personally, or by sending a copy of the notice through the mail, postage thereon fully paid, to his address appearing on the records of the Association. Each member shall register his address with the Secretary, and notices of meetings shall be mailed to him at such address. Notice of any meeting, regular or special, shall be mailed or personally delivered at least fourteen (14) but not more than forty (40) days in advance of the meeting and shall set forth the general nature of the business to be transacted.

Section 4. The presence at the meeting of members entitled to cast thirty percent (30%) of the votes shall constitute a quorum for any action governed by these By-Laws. If a quorum is present, the affirmative vote of a majority of the members represented at the meeting and entitled to vote on the subject matter shall be the act of the membership unless otherwise provided by law or by the Articles of Incorporation of the Association.

Section 5. If at any meeting of the membership there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. Any business which might have been transacted at a meeting when originally called may be transacted at any adjournment thereof. In the case of the adjournment of a meeting, no notice to the Members of such adjournment shall be required other than an announcement at the meeting of the time and place of the adjourned meeting.

Section 6. Voting rights of Members shall be as stated in the Articles of Incorporation of the Association. Such votes may be cast in person or by proxy. "Proxy" is defined to mean an instrument containing the appointment of a person who is appointed by a Member to vote for him and in his place and stead. Proxies shall be in writing and shall be valid only for the particular meeting designated therein and any adjournment thereof if so stated. A proxy must be filed with the Secretary before the appointed time of the meeting in order to be effective. Any proxy may be revoked prior to the time a vote is cast pursuant to such proxy.

Section 7. At any time prior to a vote upon any matter at a meeting of the membership, any Member may request the use of a secret written ballot for the voting thereon and require the use of such secret written ballot. In the event such secret written ballot is used, the chairman of the meeting shall call for nominations and the election of inspectors of election to collect and tally such secret written ballots upon the completion of the balloting.

Section 8. Roberts Rules of Order (latest edition) shall govern the conduct of all meetings of the Members of the Association when not in conflict with the Declaration, the Articles of Incorporation of the Association, the By-Laws of the Association or the Statutes of Florida.

ARTICLE VII
BOOKS AND RECORDS

Section 1. The books and records of the Association shall, during reasonable business hours, be available at the office of the Association for the inspection of any member of the Association upon at least seven (7) days prior written request given by such member to the Association.

ARTICLE VIII
FISCAL MATTERS

Section 1. The fiscal year of the Association shall begin on the first day of March and end on the last day of February, provided, however, that the Board of Directors shall be authorized to change the fiscal year at such time and from time to time as the Board of Directors shall deem it advisable.

Section 2. The funds of the Association shall be deposited in one or more savings and loan associations or banks in Palm Beach County, Florida under resolutions duly approved by the Board of Directors, and shall be withdrawn only over the signature(s) of the officer(s) authorized to withdraw funds by such resolutions.

Section 3. The Association shall maintain books and records according to good accounting practice, which books and records shall be opened to inspection by Members as provided in Article VII hereof.

Section 4. The Board of Directors shall present at each annual meeting, a full and clear statement of the business and condition of the Association.

ARTICLE IX
AMENDMENTS; CONFLICTS

Section 1. Subject to the provisions of Section 2 hereof, these By-Laws may be amended at any regular or special meeting of the members, by the affirmative vote of two-thirds of the members present in person or by proxy. The notice of such meeting shall expressly state that such amendment will be considered at the meeting.

Section 2. Notwithstanding anything to the contrary contained herein,

(a) Prior to the first sale and conveyance of a Lot by the Developer these By-Laws may be amended by the unanimous affirmative vote or consent of the Board of Directors;

(b) No amendment to these By-Laws shall be made which conflicts with the Declaration or the Articles of Incorporation of the Association; and

(c) No amendment to these By-Laws shall be made without the written consent of the Developer for so long as the Developer is the owner of any Lot.

Section 3. A copy of each amendment of these By-Laws shall be recorded among the Public Records of Palm Beach County, Florida.

Section 4. In case of any conflict between the Articles of Incorporation of the Association and these By-Laws, the Articles of Incorporation shall govern and control. In case of any conflict between the Declaration and these By-Laws, the Declaration shall govern and control.

* * * * *

WE HEREBY CERTIFY that the foregoing By-Laws of the above-named corporation were duly adopted by the Board of Directors of said Association at a meeting held for such purpose on the 16 day of June, 1981.

Herbert M. Hutt
Herbert M. Hutt, President

Randall McKie
Randall McKie, Secretary

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

The foregoing instrument was acknowledged before me this 16th day of June, 1981, by Herbert M. Hutt and Randall McKie, as President and Secretary, respectively, of Applegate Homeowners' Association, Inc., a Florida not for profit corporation, on behalf of the corporation.

Karen L. Hagerty
Notary Public,
State of Florida at Large
My Commission Expires: June 26, 1984
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES JUNE 26, 1984
BONDED THROUGH MURKIN-ASHLEY, INC.

83550 P0926

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

ASSIGNMENT, DELEGATION AND
ASSUMPTION OF RIGHTS AND OBLIGATIONS

THIS ASSIGNMENT, DELEGATION AND ASSUMPTION (hereinafter the "Assignment") is made this 16 day of June, 1981, by INDIAN SPRING MAINTENANCE ASSOCIATION, INC., a Florida corporation not-for-profit (hereinafter referred to as "Maintenance Association") and APPEGATE HOMEOWNERS' ASSOCIATION, INC., (hereinafter referred to as the "Association").

WHEREAS, the developer of Indian Spring has caused the Declaration of Maintenance Covenants for Indian Spring (the "Covenants") to be recorded in Official Record Book 2522, Page 880 and has caused the Restrictions for Indian Spring to be recorded in Official Record Book 2522, Page 875 (the "Restrictions"), all of the Public Records of Palm Beach County, Florida; and

WHEREAS, the Maintenance Association has certain rights and obligations which, under Articles IV and VI of the Covenants may be assigned to and assumed by a Property Owners' Association, or by a Condominium Association; and

WHEREAS, the Association is the Property Owners' Association responsible for operating the property (the "Property") described on Exhibit A annexed hereto and made a part hereof which is located upon real property comprising a portion of "Indian Spring" (as that term is described in the Covenants); and

WHEREAS, the Association's operation of the Property is pursuant to and in accordance with the Declaration of Covenants and Restrictions for Applegate at Indian Spring (the "Declaration") and the Articles and By-Laws of the Association (collectively the "Association Documents");

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) in hand paid and the mutual covenants and promises hereinafter set forth, the parties agree as follows:

1. The assignments and delegations of duties and obligations under the Covenants made hereunder are being made in accordance with Articles IV and VI of the Covenants.

2. Subject to Paragraph 3 below, the Maintenance Association hereby assigns, delegates, grants, transfers, conveys and sets over its functions, duties, responsibilities and powers under the Covenants as they relate to the Property as to the following matters:

(a) The maintenance, management, repair and replacement of any and all improvements situated on the Common Areas of the Property, including without limitation all recreational facilities, landscaping, sprinkler pipes and systems, paving, drainage structures, street lighting fixtures and appurtenances, sidewalks and other structures (except public utilities), in accordance with the Association Documents.

(b) The administration and enforcement of the conditions, covenants, limitations, easements and restrictions contained in the Association Documents.

(c) The assessment, levy, collection and dis-

81 114774

1981 JUN 29 11:11:29

B3550 P0927

RECEIVED
PLANNING DEPARTMENT
JUN 30 1981
1485 N. W. 11th St.
Boca Raton, Florida 33432

✓
RECEIVED
BROOKLYN
1485 N. W. 11th St.
Boca Raton, Florida 33432

bursement of assessments and charges, both general and special, pursuant to and in accordance with the provisions of the Association Documents.

(d) The promotion of the recreation, health, safety and welfare of the residents of the Property pursuant to and in accordance with the provisions of the Association Documents.

3. Notwithstanding anything to the contrary contained herein, the assignment and delegation of the functions, duties, responsibilities and powers under the Covenants pursuant to Paragraph 2 above shall be contingent upon the proper performance of such functions, duties, powers and responsibilities by the Association and, upon any failure of the Association to properly perform any of same, the Maintenance Association may, in its sole and absolute discretion:

(a) Revoke this Assignment, Delegation and Assumption in accordance with the provisions of Article IV of the Covenants by recording a revocation hereof in the Public Records of Palm Beach County, Florida; or

(b) Perform the function or duty or responsibility or power which the Association has failed to perform either in the name of the Association or in the name of the Maintenance Association and levy, assess and collect the cost of such performance from the owners of Lots (as defined in the Declaration) in the Property.

4. The Maintenance Association hereby grants, bargains and conveys a perpetual non-exclusive easement for ingress, egress and access to, over and across all streets, drives, roads, and walkways in Indian Spring connecting the Property to publicly dedicated streets, which easement is granted, bargained and conveyed in favor of the Association and all owners of Lots in the Property for their use and for the use of their family members, guests, licensees, lessees and invitees for all proper and normal purposes and for the furnishing of utility, governmental and other services and facilities which are reasonably needed, which easement shall be used in accordance with reasonable rules and regulations which may be promulgated by the Maintenance Association.

5. The Association hereby assumes and agrees to properly perform the functions, duties, responsibilities and powers hereby assigned to it.

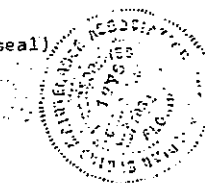
IN WITNESS WHEREOF, this Assignment, Delegation and Assumption has been duly executed on the day and year first set forth above.

WITNESSES:

INDIAN SPRING MAINTENANCE
ASSOCIATION, INC., a Florida
corporation not-for-profit

By: Herbert M. Hutt
Herbert M. Hutt, President

(corporate seal)



APPELATE HOMEOWNERS'
ASSOCIATION, INC., a Florida
corporation not-for-profit

By: Herbert M. Hutt
Herbert M. Hutt, President

(corporate seal)

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 16th
day of June, 1981, by Herbert M. Hutt, as President of Indian
Spring Maintenance Association, Inc., a Florida corporation
not-for-profit, on behalf of the corporation.

Sam E. Hagelberg
Notary Public
My commission expires 12-17-81
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES JUNE 26, 1981
BONDED THROUGH MIA GROUP - ASHTON, INC.

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 16th
day of June, 1981, by Herbert M. Hutt, as President of Applegate
Homeowners' Association, Inc., a Florida corporation
not-for-profit, on behalf of the corporation.

Sam E. Hagelberg
Notary Public
My commission expires 12-17-81
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES JUNE 26, 1981
BONDED THROUGH MIA GROUP - ASHTON, INC.

B3550 P0929.

EXHIBIT A
ANNEXED TO AND FORMING
PART OF ASSIGNMENT, DELEGATION
AND ASSUMPTION OF RIGHTS AND OBLIGATIONS
FOR APPLGATE AT INDIAN SPRING

DESCRIPTION OF PROPERTY:

That portion of Alpha At Indian Spring according to the Plat thereof, as recorded in Plat Book 42 at Pages 36, 37 and 38 of the Public Records of Palm Beach County, Florida, shown on the said recorded Plat as follows:

All of Lots 1 through 60, Tract "A", Tract "B", Tract "C", Tract "D", Tract "M", and Recreation Area Tract "N".

83550 P0930

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

AMENDMENT TO BY-LAWS OF
APPEGATE HOMEOWNERS ASSOCIATION, INC.

THIS AMENDMENT is made this 30th day of December, 1991 by APPEGATE HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation ("Association").

WHEREAS, on June 16, 1981, Herbert M. Hutt and Randall McKie executed certain By-Laws of Applegate Homeowners Association, Inc. which instrument was recorded on June 29, 1981, in Official Records Book 3550, Page 921, of the Public Records of Palm Beach County, Florida.

WHEREAS, Article IX, Section 1., provides that the By-Laws may be amended at any regular or special meeting of the members, by the affirmative vote of two-thirds (2/3) of the members present in person or by proxy.

WHEREAS, at a duly called and noticed special meeting of the membership of Applegate Homeowners Association, Inc., a Florida not-for-profit corporation, held on March 12, 1991, the aforementioned By-Laws were amended pursuant to the provisions of said By-Laws.

NOW, therefore, the By-Laws are hereby amended as follows:

1. Article IV, Section 1., Number 1. shall be deleted and replaced with the following:

Section 1. Directors of the Association shall consist of seven (7) members. They shall be elected by plurality vote at the annual meeting.

2. Article IV, Section 4., shall be deleted in its entirety and replaced with the following:

A new section to Article IV shall be added to the By-Laws of the Association, which shall provide as follows:

Section 9. Terms of Office for Board members shall be as follows:

1992 Elect seven (7) of which three (3) shall be elected for two (2) years, four (4) shall be elected for one (1) year.

1993 Three (3) carryover from previous year, four (4) shall be elected for two (2) years.

1994 Four (4) carryover from previous years, three (3) shall be elected for Two (2) years.

Each successive year shall follow the 1993 and 1994 formulas.

5. Article V of the By-Laws of the Association Section 1. shall be deleted in its entirety and replaced with the following:

Section 1.

The officers of the Association shall consist of a President, a Vice President, a Secretary and a Treasurer, each of whom shall be elected by the membership at the annual meeting.

An officer may be removed at any time by the affirmative vote of two-thirds (2/3) vote of the Board of Directors at a duly called meeting.

6. Article V, Section 6., to the By-Laws of the Association, shall be deleted in its entirety and replaced with the following:

Section 6. Compensation, if any, of employees of the Association shall be fixed by the Board of Directors.

Other provisions of the By-Laws which have not been modified herein or reaffirmed and remain and are in full force and effect.

We do further certify that a meeting duly called for that purpose, two-thirds (2/3) of the members present in person or by proxy and approved the foregoing amendments on the 12th day of March, 1991.

IN WITNESS WHEREOF, the President of the Corporation has hereunto affixed his signature and the Secretary of the Corporation has also hereunto affixed her signature and the corporate seal of the Corporation, this 30th day of December, 1991.

ATTEST:

Laurence Caplan
LAURENCE CAPLAN, Secretary

APPLEGATE HOMEOWNERS
ASSOCIATION, INC.

By: Philip B. DeVries
Philip DeVries, President

STATE OF FLORIDA

COUNTY OF PALM BEACH

I do hereby certify that on this day before me a Notary Public duly authorized in the State and County above named to take oaths and acknowledgements personally appeared PHILIP DeVRIES and LAURENCE CAPLAN, President and Secretary, respectively, of APPLEGATE HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, to me well known to be the individuals described in and who executed the foregoing amendments to the By-Laws and they acknowledge before me that the matters and things contained therein are true, and they do execute the same for the purposes herein expressed.

WITNESS MY HAND AND SEAL in the County and State named above, the 30th day of December, 1991.

Laurie A. Eisner
NOTARY PUBLIC IN AND FOR THE
STATE OF FLORIDA, at Large.

My commission expires:

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LAURIE A. EISNER
MY COMMISSION EXPIRES
February 11, 1995
BONDED THIRD NOTARY PUBLIC UNDERWRITERS

SACHS SAX CAPLAN

ATTORNEYS AT LAW

JUN 19 2017

6111 BROKEN SOUND
PARKWAY NW
SUITE 200
BOCA RATON, FLORIDA 33487

TELEPHONE (561) 994-4499
DIRECT LINE (561) 237-6806
FACSIMILE (561) 994-4985

LARRY E. SCHNER, ESQ.
lschner@ssclawfirm.com

June 16, 2017

Applegate Homeowners Association
c/o A & N Management, Inc.
902 Clint Moore Road, Suite 110
Boca Raton, FL 33487

RE: Amendment to Declaration

Dear Board of Directors:

Enclosed please find the original recorded Amendment to the Declaration of Covenants and Restrictions for your Association.

If you have any questions or comments please feel free to contact me to discuss.

Very truly yours,


Larry E. Schner, Esq.

LES/es
Enclosure



CFN 20170197790

DR BK 29127 PG 1331
RECORDED 06/05/2017 09:45:11
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1331 - 1333 (3pgs)

This instrument prepared by and return to:
LARRY E. SCHNER, ESQ.
Sachs Sax Caplan
6111 Broken Sound Parkway NW, Ste. 200
Boca Raton, FL 33487

**AMENDMENT
TO THE DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
APPLEGATE AT INDIAN SPRING**

THIS AMENDMENT is made this 11th day of May, 2017, by APPLEGATE AT INDIAN SPRING, ("APPLEGATE") pursuant to the Declaration of Covenants and Restrictions ("Declaration") recorded on June 29, 1981 in Official Record Book 3550, Page 0887, of the Public Records of Palm Beach County, Florida, as amended.

WHEREAS, pursuant to Article XIII, Section C of the Declaration, Declarant is authorized to amend the Declaration with written consent and two-thirds (2/3) of all Owners and a majority of the entire Board.

WHEREAS, the Amendment set forth herein is for the purpose of amending the Declaration for APPLEGATE.

WHEREAS, the amendment set forth does not materially and adversely affect an Owner's share of the common elements nor impair or prejudice the rights and priorities of existing lienors or mortgagees.

NOW, THEREFORE, Declarant makes this Amendment to the Declaration as follows:

I. This Amendment hereby amends Article V, Section 7 of the Declaration as follows: *(additions indicated by underline and deletions indicated by strikethrough)*

~~"Section 7. Subordination of the Lien to Mortgages. The lien of the assessment provided for in this Article V shall be subordinate to the lien of any institutional first mortgage recorded prior to the recordation of a claim of lien for unpaid assessments. An institutional lender is defined as either a bank or life insurance company or a federal or state savings and loan association, or a mortgage or real estate investment trust, or a pension and profit sharing fund, or a credit union, or a Massachusetts business trust, or an agency of the United States government, or a lender generally recognized in the community as an institutional lender or the Developer, or assignee, nominee or designee of the Developer. A mortgagee in possession, a receiver, a purchaser at a foreclosure sale, or a mortgagee that has acquired title by deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser or mortgagee shall hold title subject to the liability and lien of any assessment becoming due after such foreclosure or conveyance in lieu of~~

~~foreclosure. Any unpaid assessment which cannot be collected as a lien against any Lot by reason of the provisions of this Section 7 shall be deemed to be an assessment divided equally among, payable by, and assessed against all Lots, including the Lot as to which the foreclosure (or conveyance in lieu of foreclosure) took place.~~

Section 7. Priority of the Association's Lien. A mortgagee in possession, a receiver, a purchaser at a foreclosure sale, or a mortgagee that has acquired title by deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser or mortgagee hold title subject to the liability and lien of any assessment that became due prior to their acquisition of title limited to the maximum extent permitted by Florida Statutes, Section 720.3085, as amended or renumbered from time to time, but if no such limitation exists, then to the same extent as any other Owner. The limitations on institutional first mortgagee liability provided by this paragraph apply only if the institutional first mortgagee strictly complies with all conditions required by Florida Statutes, Section 720.3085, as amended or renumbered from time to time. The Association's lien for assessments, fines, and other charges is effective from, and relates back to, the date of recording of this original Declaration. However, as to institutional first mortgagees of record, the lien is effective as provided in Florida Statutes, Section 720.3085, as amended or renumbered from time to time, but if no such effective date is provided, then the lien is effective from and relates back to the recording of this original Declaration. The Association's lien for assessments, fines, and other charges is superior to and has priority over all mortgages recorded after the effective date of this amendment, liens and encumbrances, except as provided above. This amendment does not adversely affect the priority of a mortgagee's lien or a mortgagee's right to foreclose its lien or otherwise materially affect the rights and interests of institutional first mortgagees of record with mortgages recorded prior to the effective date of this amendment, because it only applies prospectively to mortgages of institutional first mortgagees of record recorded subsequent to the effective date of this amendment. Liens for the assessments provided for in this Article V shall be of equal priority and dignity with liens for assessments imposed by ISHA pursuant to the Declaration of Maintenance Covenants for Indian Spring.

II. Except as amended and modified herein, all other terms and conditions of the Declaration for APPLGATE remain in full force and effect according to their terms.

III. This Amendment has been proposed and adopted by the consent of two-thirds (2/3) of all Owners and approved and ratified by a majority of the Board.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to the Declaration for APPLGATE to be executed by the duly authorized officer, this 11th day of May, 2017.

WITNESSES:

APPLGATE HOMEOWNERS
ASSOCIATION, INC.

[Signature], LEARN
WITNESS
David Pollock
(Print name)

BY: [Signature]
Fred Klein
(Print Name and Title)

[Signature], LEARN
WITNESS
Adam Bondi
(Print name)

STATE OF FLORIDA
COUNTY OF PALM BEACH

THE FOREGOING instrument was acknowledged before me this 11th day of May, 2017, by Fred Klein, President of Applegate Homeowners Association, Inc., who was personally known to me or who has produced (Florida Driver's License) as identification.

WITNESS my hand and official seal at the County and State aforesaid this 11th day of May, 2017.



[Signature]
Notary Public
My commission expires:

APPLEGATE HOMEOWNERS ASSOCIATION

RULES AND REGULATIONS

Section 1: As required by the documents of the AHA the following services are provided to the Homeowners:

- A. Maintain a regular schedule for the lawns, shrubs, trees, and other landscape on each lot.
- B. Maintain the sprinkler heads and other portions of the sprinkler system on each lot. If you have any questions concerning the lawn maintenance or sprinkler system, contact the Management office at 561-982-8633.
- C. Pressure clean the driveways and walkways every year. Chemically treat the roofs for algae removal every two to three years as necessary.
- D. Paint the exteriors in accordance with the standards of the Association.
- E. Maintain the community pool, equipment and systems for the operation of the pool. The restrooms, showers, pool area and furniture are cleaned regularly.

Section 2- The Homeowners are responsible for the following:

- A. All trees, bushes, and plants on their property and their replacement when necessary. If the AHA deems it necessary that a tree, bush or plant be replaced, the homeowner will be advised. Replacement should be of a like and size. If after a reasonable amount of time the replacement is not made, the AHA has the right to make the replacement and to bill the homeowner.
- B. Maintain, repair or replace roofs, tiles, roof gutters, plate glass on exterior walls, windows, sliding glass doors, window screens, and entry and garage doors.
- C. Homeowners must obtain approval from the AHA Architectural Committee for any changes to the exteriors of the homes. Examples include outdoor lighting, flags, patio enclosures, changing entryway, landscaping, roof replacements, etc.

Section 3- Rules and Regulations for hurricane, storms and protective shutters: As is set forth in part of the Florida Law, Palm Beach County Law and as approved by the Board of Directors, the following rules for installation and use of hurricane shutters are currently in effect and are retroactive to include all hurricane shutters previously installed:

- A. Prior to installation and/or preparation, all shutters and assembly must be approved in writing by the Association Architectural Committee. Upon written approval by this committee, preparation and installation may commence.
- B. The shutters must conform to the requirements of any and all governmental authorities having jurisdiction.
- C. Shutters in compliance with the above, whether permanently or temporarily

Attached, may not be closed prior to 2 days preceding announcement of an impending weather emergency and must be opened within 2 days after such warning or alert has ended, in accordance with Florida State Law.

- D. All shutters, their supporting and component parts, installation, storage of removable parts, if any and all maintenance are the sole responsibility of the homeowner.

- E. Shutters in compliance with the above, whether permanently or temporarily attached, may not be closed prior to 2 days preceding announcement of an impending weather emergency and must be opened within 2 days after such warning or alert has ended, in accordance with Florida State Law.
- F. All shutters, their supporting and component parts, installation, storage of removable parts, if any and all maintenance are the sole responsibility of the homeowner.

Section 4- Rules and Regulations for vehicles:

REVISED FOR CLAIRIFICATION PURPOSES JUNE 21, 2018:

- A. At a duly noted meeting held on June 21, 2018 the Board adopted the following rule for clarification of vehicles:
 - a. For clarification purposes there are no commercial vehicles, boats, motorcycles, campers or any vehicle other than passenger vehicles permitted at the property for any reason.

GENERAL INFORMATION FOR THE RESIDENTS

- A. The sprinkler systems operates principally to water the grass and is cycled to turn on and off at certain times. If you have plants or flowers that require more water, do not rely entirely on the sprinkler system. Water by hand is required and as regulated by law. Please note that we are under permanent watering restrictions.
- B. Stray animals or snakes on your property will be removed by calling Security at 561-732-1505.
- C. Often times a nocturnal animal will tear a plastic bag in search of food. A firm garbage can is recommended. Please put your newspapers in a paper bag in the Yellow recycling box, and plastics, glass bottles, etc. in the Blue recycling box.
- D. If your car won't start or you have a flat tire call Security at 561-737-1770 and they will try to help you. There is an air pump available at the Security Office.
- E. Termite, insect and bat control is the responsibility of the individual homeowner. At the current time, no provision is being made for termite inspection. Anyone concerned should make their own arrangements for an inspection.
- F. Pets are limited to a maximum of two (2) with a weight limit of 12 Lbs. max. each
- G. Please advise Security of your northern phone number and your "house sitter" or the person who has a key to your house in case of an emergency.

NOTE: The Association documents contain a list of regulations in order to assure that the amenities and values in our community are maintained. In addition, to the specific listed, there is a general NUISANCE clause which bans any actions by the homeowners that become an annoyance or nuisance to the community as declared by the BOARD OF DIRECTORS. With that in mind, each homeowner is reminded of a few problem areas. Your cooperation is respectfully requested.

This is our lovely community. Let's keep it as attractive and beautiful as we can.

- A. Do not place trash at the curb before dark the night before pickup. Remove waste containers from view as soon as you can.
- B. Keep garage doors closed unless temporarily necessary.
- C. Do not park RV's or trucks on your property overnight.
- D. Barbecue on the side or back of your house only.
- E. Do not park in front of the mailboxes as it prevents delivery of mail.
- F. Do not place chaise lounges or chairs on the front lawn or driveway.
- G. Do not park or drive on the grass. This is the single greatest cause of sprinkler head damages.

*THIS BULLETIN HAS BEEN PREPARED BY YOUR BOARD OF DIRECTORS AND WE DO HOPE YOU
FIND THE INFORMATION HELPFUL AND ENJOYING
YOUR LIFE IN APPLGATE.*

