

*VILLAS
OF
MONTEREY
ASSOCIATION, INC.*

DOCUMENTS

APRIL 23, 2014

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VILLAS OF MONTEREY ASSOCIATION, INC.
5595 BANNOCK TERRACE
BOYNTON BEACH, FLORIDA 33437



March 27, 2008

CFN 20080127567
OR BK 22553 PG 1615
RECORDED 04/04/2008 11:52:12
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1615 - 1621; (7pgs)

Clerk of the Circuit Court
County of Palm Beach
205 N. Dixie Highway
West Palm Beach, FL 33401

RE: 720 of Florida Statutes Notice of Extension

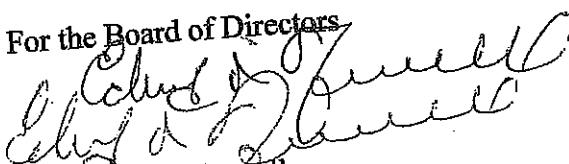
Dear Clerk of the Circuit Court:

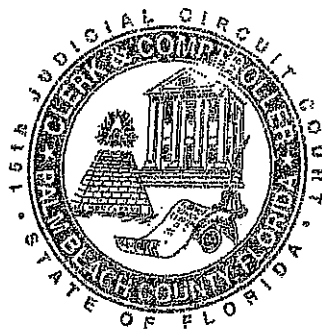
This is a notice of Extension of the Documents recorded in the Clerk of the Circuit Court files in Palm Beach County at 205 N. Dixie Highway, West Palm Beach, Florida 33401.

On February 25, 2008 the proper seven-day notice was given to the homeowners for the Board of Directors Meeting scheduled for March 6, 2008.

As part of the Agenda for the Board of Directors Meeting a vote by the Board of Directors was taken. The Board of Directors voted unanimously to extend the Documents of Villas of Monterey Association, Inc. f/k/a Green Glen I, originally filed on July 25, 1978 with the Clerk of the Circuit Court of Palm Beach County.

For the Board of Directors


Edward R. O'Connell
Property Manager



STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before
me this 4th day of APRIL 2008.

by EDWARD O'CONNELL
Produced the following identification: FL. PSD. D.I.


Notary Public

Michelle Baccas



**BECKER &
POLIAKOFF**

Bank of America
625 N. Flagler Drive, 7th Floor
West Palm Beach, Florida 33401
Phone: (561) 655-5444 Fax: (561) 832-8987
US Toll Free: (800) 462-7783

Reply To:
West Palm Beach
Peter C. Mollengarden, Esq.
Direct dial: (561) 820-2872
PMollengarden@becker-poliakoff.com

ADMINISTRATIVE OFFICE
3111 STIRLING ROAD
FORT LAUDERDALE, FL 33312
800.432.7712 U.S. TOLL FREE

WWW.BECKER-POLIAKOFF.COM
BP@BECKER-POLIAKOFF.COM

January 25, 2008

ATTORNEY/CLIENT WORK PRODUCT
PRIVILEGED AND CONFIDENTIAL

Villas of Monterey Association, Inc.
c/o Board of Directors
5995 Bannock Terrace
Boynton Beach, Florida 33437

**RE: Recorded Notice of Preservation of Use Restrictions Under
Marketable Record Title Act**

Dear Board Members:

Enclosed please find a copy of the recorded Notice of Preservation of Use Restrictions Under Marketable Record Title Act, which was recorded in the Public Records of Palm Beach County on **January 11, 2008**, in Official Records Book **22378** at Page **0824**. We have retained the original for our file.

Please do not hesitate to contact this office with any questions you may have.

Very truly yours,

PETER C. MOLLENGARDEN
For the Firm

PCM/tr
Enclosure
WPB_DB 337132 1

FLORIDA OFFICES
BOCA RATON
FORT MYERS
FORT WALTON BEACH
HOLLYWOOD
HOMESTEAD
MELBOURNE *
MIAMI
NAPLES
ORLANDO
PORT ST. LUCIE
SARASOTA
TALLAHASSEE
TAMPA BAY
WEST PALM BEACH

U.S. & GLOBAL OFFICES
BEIJING *
NEW YORK CITY
PARIS *
PRAGUE
TEL AVIV *

* by appointment only

LEGAL AND BUSINESS STRATEGISTS

INTERNATIONAL ASSOCIATION OF LAW FIRMS AND NETWORK OF LEADING LAW FIRMS



THIS INSTRUMENT PREPARED BY (RETURN TO):
Mark D. Friedman, Esq.
BECKER & POLIAKOFF, P.A.
625 North Flagler Drive, 7th Floor
West Palm Beach, FL 33401

(W-6112)

**NOTICE OF PRESERVATION OF USE RESTRICTIONS
UNDER MARKETABLE RECORD TITLE ACT**

Pursuant to Chapter 712, Florida Statutes, the undersigned Claimant files this Notice and in support thereof states:

1. The name and address of the entity filing this Notice is **Villas of Monterey Association, Inc. f/k/a The Villas of Green Glen Association, Inc.** (the "Association"), a Florida corporation, not-for-profit, 5995 Bannock Terrace, Boynton Beach, Florida 33437, the Articles of Incorporation of which were originally filed in the office of the Secretary of State on July 25, 1978, the Association having been organized for the purpose of operating and administering the community known as The Villas of Green Glen, pursuant to the recorded covenants pertaining thereto which were filed of record on July 27, 1978 at Official Records Book 2900, Page 991, et. seq., of the Public Records of Palm Beach County, Florida, as it may be amended in accordance with the terms, provisions and conditions thereof.

2. The Association has sent a Statement of Marketable Title Action in the form set forth in Section 712.06(1)(b), Florida Statutes, to all members of the Association and attaches hereto an Affidavit executed by a member of the Board of Directors of the Association affirming that the Board of Directors caused the Statement of Marketable Title Action to be mailed to all members of the Association and further attaches the original Statement of Marketable Title Action which was mailed to all members of the Association as composite Exhibit A.

3. The lands affected by this Notice are depicted and legally described as follows:

THE VILLAS OF MONTEREY AT INDIAN SPRING, according to the plat thereof (the "Plat"), recorded in Plat Book 33, Pages 187, 188 and 189 of the Public Records of Palm Beach County, Florida, less that portion of Tract "O" of the Plat lying Westerly of the Westerly Boundary Line of Tract R-3 of Indian Spring Plat No 1, according to the plat thereof recorded in Plat Book 31, Pages 43 through 47, inclusive, of the Public Records of Palm Beach County, Florida.

4. The real property interest claimed under this Notice is the right to preserve those certain use restrictions, covenants, and agreements set forth in the Declaration of



Covenants, Restrictions and Easements for The Villas of Green Glen, recorded on July 27, 1978, at Official Records Book 2900, Page 991, et. seq., of the Public Records of Palm Beach County, Florida, as it may be amended in accordance with the terms, provisions and conditions thereof.

Dated this 30th day of AUGUST, 2007.

VILLAS OF MONTEREY ASSOCIATION,
INC. f/k/a THE VILLAS OF GREEN GLEN
ASSOCIATION, INC.

Diane Heller
Witness Signature

BY: [Signature] President

Diane Heller
Printed Name

Sandra Harding
Witness Signature

ATTEST: Judith Kramer Secretary

SANDRA HARDING
Printed Name

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 6th day of September, 2007 by Ira Cohen, as President and Judith Kramer, as Secretary of VILLAS OF MONTEREY ASSOCIATION, INC. f/k/a THE VILLAS OF GREEN GLEN ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification. If no type of identification is indicated, the above-named persons are personally known to me.

Notary Public Harriet Ash

Printed Name Harriet Ash
State of Florida

My Commission Expires:

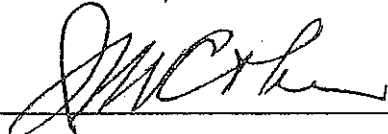
NOTARY PUBLIC-STATE OF FLORIDA
Harriet Ash
Commission #DD704063
Expires: AUG. 12, 2011
BONDED THRU ATLANTIC BONDING CO., INC.

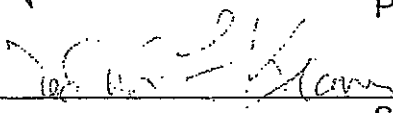


STATEMENT OF
MARKETABLE TITLE ACTION

The Villas of Monterey Association, Inc. f/k/a The Villas of Green Glen Association, Inc. (the "Association") has taken action to ensure that the Declaration of Covenants, Restrictions and Easements of The Villas of Green Glen, recorded on July 27, 1978, at Official Records Book 2900, Page 991, et. seq., of the Public Records of Palm Beach County, Florida, as may be amended from time to time, currently burdening the property of each and every member of the Association, retains its status as the source of marketable title with regard to the transfer of a member's residence. To this end, the Association shall cause the notice required by Chapter 712, Florida Statutes, to be recorded in the Public Records of Palm Beach County, Florida. Copies of this notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association and the applicable Statute.

VILLAS OF MONTEREY ASSOCIATION, INC.
f/k/a THE VILLAS OF GREEN GLEN
ASSOCIATION, INC.

By:  President

Attest:  Secretary



AMENDED DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

Re-recorded to show change of name filed with the Secretary of State

Of Florida, Document #743697, filed April 5, 2006

from

The Villas of Green Glen

to

THE VILLAS OF MONTEREY ASSOCIATION, INC.

THIS DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR THE VILLAS OF MONTEREY ASSOCIATION, INC., (hereafter the "Declaration") is made this 24th day of July, 1978 by CADILLAC SOUTHERN DEVELOPMENTS LIMITED, an Ontario corporation authorized to do business in the State of Florida, and WEX CORPORATION, a Florida corporation, doing business as CADILLAC SOUTHERN DEVELOPMENT, its successors and assigns ("Developer").

WHEREAS, Developer is the owner in fee simple of the real property described as THE VILLAS OF MONTEREY AT INDIAN SPRING according to the plat thereof (the "Plat"), recorded in Plat Book 33, Pages 187, 188 and 189 of the Public Records of Palm Beach County, Florida, inclusive of the Public Records of Palm Beach County, Florida, and intends to develop thereon a residential community to be known as "The Villas of Monterey" (the aforesaid real property and all improvements to be constructed thereon are hereinafter referred to as the "Property"); and

WHEREAS, in order to establish The Villas of Monterey as a planned residential community and to preserve the values and amenities thereof, it is necessary to declare, commit and subject the Property to certain land use covenants, restrictions, reservations, regulations, burdens, liens and easements and to delegate and assign to a not-for-profit corporation certain powers and duties of ownership, administration, operation, maintenance and enforcement.

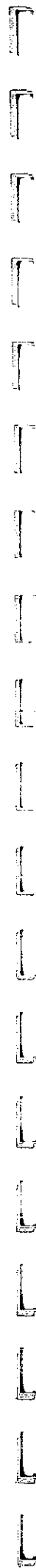


NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, Developer hereby declares that the property shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, conditions, restrictions, easements, reservations, regulations and burdens hereinafter set forth, all of which shall run with the Property and any part thereof, and which shall be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns.

ARTICLE I DEFINITIONS

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

1. "The Villas of Monterey" (sometimes referred to herein as the "Property") means the residential community planned for development upon the parcel of land described as THE VILLAS OF MONTEREY AT INDIAN SPRING, according to the plat thereof recorded in Plat Book 31, Pages 43 through 47, inclusive, of the Public Records of Palm Beach County, Florida.
2. "Association" means The Villas of Monterey Association, Inc., a Florida corporation not-for-profit.
3. "Lot" means one of the numbered parcels of land into which the Villas of Monterey has been subdivided as reflected on the Plat and upon which Developer intends to construct or has constructed a "Residence" (as hereinafter defined).
4. "Owner" means the owner or owners of the fee simple title to a Lot and the improvements thereon, including a Residence, and includes Developer for so long as it is the owner of any Lot.
5. "Common Areas" means the "Recreation Area", "Bicycle Path", "Parking Access", "Open Areas" and "Exit Gate" and the other areas of the Villas of Monterey shown on the Plat which have not been subdivided into Lots, all as shown on the "Property Plan" attached hereto as Exhibit A which are to be administered by the



Association, which are for the benefit of all of The Villas of Monterey in accordance with this Declaration and as to which the Owners and their family members, guests, licensees, lessees and invitees shall have certain use and easement rights.

6. "Residence" means the residential dwelling structure constructed upon a Lot in accordance with this Declaration.

7. "Developer" means Cadillac Southern Developments Limited, an Ontario corporation authorized to do business in the State of Florida, and Wex Corporation, a Florida corporation, doing business as Cadillac Southern Development, its successors and assigns.

8. "Association Expenses" means the expenses payable by the Owners to the Association as set forth in this Declaration and shall include the following:

(a) "Common Area Expenses", which means and includes the expenses incurred by the Association with respect to the ownership, operation, maintenance and repair of the Common Areas, or any part thereof, and includes the expenses specifically referred to in this Declaration as "Common Area Expenses."

(b) "Residential Maintenance Expenses", which means and includes the expenses incurred or charges levied by the Association against an Owner in connection with the maintenance, upkeep and repair of said Lot and/or Residence in accordance with this Declaration.

(c) Any and all expenses incident to the administration, management and operation of the Association.

(d) Any and all other expenses provided for in or permitted by the "Documents" (as hereinafter defined).

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

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

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

12. "Documents" means in the aggregate this Declaration, the Articles, By-Laws and all of the instruments and documents referred to or incorporated therein or attached thereto.



ARTICLE II

PLAN FOR DEVELOPMENT OF THE VILLAS OF MONTEREY

A. Plan for Development of The Villas of Monterey as a community consisting of eighty-five (85) detached, single-family residences and certain Common Areas substantially as shown on the Property Plan. Each Residence will be located upon a Lot and shall be subject to the land use covenants and restrictions set forth in this Declaration. Developer will cause this Declaration to be recorded amongst the Public Records of Palm Beach County, Florida, prior to the conveyance by the Developer of any Lots.

The Association will be the entity responsible for performing and/or providing for the administration of The Villas of Monterey and the maintenance of the Common Areas and certain aspects of the maintenance of the Lots, all as specifically set forth herein. Further, the Association will operate and supervise the Common Areas and all improvements which are or may be constructed thereon. Driveways on Lots servicing each of the Residences and the exterior of each Residence will be maintained by the individual Owners, although, as set forth herein, the Association has the right to perform required maintenance thereon in the event that the Owners fail to properly maintain same.

B. The Villas of Monterey is one of the developments within a larger development by the name of Indian Spring, pursuant to the Declaration of Maintenance Covenants for Indian Spring recorded in Official Records Book 2522, Page 880 of the Public Records of Palm Beach County, Florida (the "Covenants"). The entity responsible for the overall maintenance of all of the "Total Common Area" and "Parcels" (as those terms are defined in the Covenants) comprising Indian Spring is the Indian Spring Master Association, Inc., a Florida corporation not-for-profit (the "Master Association"). Article IV of the Covenants provides that the functions, duties, responsibilities and powers of the Master Association as to a particular development may be delegated by the Master Association, provided that said delegation is conditioned upon the "proper performance" of such functions, duties, responsibilities and powers. Therefore, the functions, duties, responsibilities and powers of the Association pursuant to the terms hereof and pursuant to the terms of the other



Documents to the extent they represent a delegation of the Master Association's functions, duties, responsibilities and powers must be properly performed or said functions, duties, responsibilities and powers may revert back to the Master Association pursuant to the Covenants.

C. Common Areas

The Developer declares that the Common Areas shall be owned, held, transferred, conveyed, used, demised and occupied in a manner consistent with the improvements thereof by developer and subject to the following, all of which shall run with the Common Areas and any part thereof; provided that the following shall not in any way interfere with the activities of the Developer in connection with the construction of improvements upon the Property and its sales activities with respect to The Villas of Monterey.

1. Recreation Area: As shown on the Property Plan, a portion of the Common Areas has been set aside for recreational purposes (the "Recreation Area") and shall be available for the use of all of the Owners and their family members, licensees, lessees, invitees and guests in a manner consistent with the improvements thereof by Developer and the terms hereof.

The Recreation Area shall comprise approximately 0.388 acres and will contain a swimming pool, a patio deck and a bathhouse, all as specifically set forth on Exhibit D hereto, the costs of construction of which shall be borne by Developer. The Developer shall commence construction upon these facilities no later than when it has entered into binding contracts for the sale of ten (10) Residences and when construction upon each of said Residences has been commenced. (The determination of whether a contract is "binding" shall be made by and shall be in the sole discretion of the Developer.) The Recreation Area will be "substantially completed" (as hereinafter defined) within one (1) year from the date that construction thereon is commenced; provided, however, that this time period may be extended by delays incurred by circumstances beyond Developer's control, such as acts of God, strikes, shortages and catastrophes which interfere with Developer or any manufacturer, materialman, contractor or supplier of Developer in the construction of the Recreation Area. ("Substantially completed" means the point in time when an architect, professional



engineer or surveyor licensed in the State of Florida can certify that the subject improvements have been substantially completed in accordance with the plans and specifications for such improvements.)

2. Other Common Areas:

(a) Open Areas: The Open Areas shown on the Property Plan are subject to all easements on the Plat, and shall be used solely by Owners and their family members, agents, invitees, lessees, guests and licensees in a manner consistent with the improvements thereof by Developer and in accordance with the terms and provisions of this Declaration.

(b) Parking Access: The Parking Access shown on the Property Plan is subject to all easements on the Plat and shall be owned, held, kept, maintained and used solely to provide Owners and their family members, invitees, lessees, guests and licensees access and ingress and egress from and to the Lots and the Common Areas and for ingress and egress from and to The Villas of Monterey in accordance with the terms and provisions of this Declaration; provided, however, that no parking shall be permitted on any portion of the Parking access. "Ainsley Court", as shown on the Plat, may be used by the public to provide egress from "Indian Spring Trail" to "S.W. 15th Avenue", both of which are dedicated roads, portions of which are shown on the Plat even though not a part thereof. The Parking Access shall also include roads, streets or driveways not delineated on the Property Plan but which are constructed by Developer on the Open Area to provide ingress and egress from a Lot to the Parking Access so shown.

(c) Bicycle Path: The Bicycle Path shown on the Property Plan is subject to all easements on the Plat and shall be owned, held, kept, maintained and used solely as a bicycle path by Owners and their family members, invitees, lessees, guests and licensees in accordance with the terms and provisions of this Declaration.

(d) Exit Gate: The Exit Gate shown on the Property Plan is subject to all easements on the Plat and shall be kept and maintained by the Master Association. The expenses incident to the use, operation, maintenance, repair, replacement and upkeep of the Exit Gate shall be part of the "Master Association" (those assessments separately levied by the Master Association against all property



owners in Indian Spring in accordance with the Covenants). The Exit Gate shall be used solely as an exit gate to provide egress in accordance with rules and regulations which may be promulgated by the Association.

3. Conveyance of Common Areas: Developer shall convey to the Association fee simple title in and to the Common Areas (including any and all improvements thereon) subject to the following: (a) the terms and provisions of the Documents; (b) real estate taxes for the year of such conveyance and subsequent years; (c) applicable zoning ordinances; (d) such facts as an accurate survey may show; and (e) all plats, easements, agreements, reservations and restrictions then of record. The Developer reserves the right to convey portions of the Common Areas from time to time to the Association; however, the conveyance of all of the Common Areas to the Association shall be completed upon the "Transfer Date" which shall be at such time when Developer has conveyed seventy-five (75) Lots within The Villas of Monterey to Owners, or earlier if Developer, in its sole discretion, has determined to convey same to the Association.

ARTICLE III

~~RESTRICTIONS OF THE VILLAS OF MONTEREY~~

The Developer declares that the Property, each Lot, Residence and the Common Areas, where applicable, shall be owned, held, used, transferred, conveyed, demised and occupied in a manner consistent with the improvements thereof by Developer and subject to the following land use covenants, all of which shall run with the foregoing, or any part thereof; provided that these land use covenants shall not in any manner interfere with the activities of the Developer in connection with the construction of improvements upon the Property and its sales activities with respect in The Villas of Monterey.

1. Residential Use Only: All Lots shall be for residential use only and only detached Residences may be constructed on a Lot. No commercial or business occupations may be conducted on the Property except for the construction, development and sale or rental of Lots and/or Residences by Developer and the sale or rental of a Lot and Residence by the Owner thereof. No structure of a temporary

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character, trailer, tent or other "out-buildings" may be erected or located on a Lot, except for a construction shack or temporary toilet during construction of a Residence. No structure of a temporary character may be used as a Residence.

2. Leasing or Renting: No Lot or Residence may be leased or rented for a period of less than ninety (90) days and may not be so leased or rented more than twice in any twelve (12) month period.

3. Mining or Drilling: There shall be no mining, quarrying or drilling for oil or other mineral undertaken within any portion of the Property.

4. Nuisances: No Owner shall cause or permit to come from his Residence any unreasonable or obnoxious noises or odors and no nuisances or immoral or illegal activities shall be permitted on the Property.

5. Animals and Pets: An Owner may keep a common household pet on his Lot or in his Residence, but not for the purpose of breeding or for any commercial purpose. No other animals, livestock or poultry of any kind shall be kept, raised or bred upon any portion of the Property.

X 6. Clotheslines: Outdoor clotheslines and outdoor clothes drying activities are prohibited on the Property (which shall include all screened porches or other enclosures and all overhangs) unless they are located entirely within or behind a landscape screen (or other protective enclosure approved by the Board) so that they are concealed from the view of the Parking Access, streets, all adjacent Lots and property.

7. Increase in Insurance Rates: No Owner may engage in any action which may reasonably be expected to result in an increase in the rate of any insurance policy or policies covering any portion of the Property.

8. Antennas and Aerials: No antennae or aerial of any sort shall be placed upon the exterior of a Residence or erected upon any Lot, except such antennae or aerials as the Association may, in its sole discretion, approve.

9. Garbage: No garbage, trash, refuse or rubbish shall be deposited, dumped or kept on any part of the Property except in closed containers, dumpsters or other sanitary garbage collection facilities, and proper-sized, closed plastic bags for curbside pickup are required. All containers, dumpsters and garbage facilities shall be

Amended



screened from view and kept in a clean and sanitary condition; no noxious or offensive odors shall be permitted; and no refuse shall be allowed to accumulate so as to be detrimental to the Property.

10. **Parking Limitations:** There shall be no trailers, boats, campers, motor homes or commercial vehicles parked or stored on the Property without the prior written consent of the Board; provided, however, that this prohibition shall neither apply to Lots on which bona fide construction activities are taking place, nor shall it prohibit routine deliveries by tradesmen or the use of trucks making service calls.

11. **Signs:** No sign of any kind shall be displayed to the public view on any Lot or Residence, except such signs deemed necessary by Developer in the construction, development and sales operations of The Villas of Monterey.

12. **No Further Subdivision:** The Lots shall not be further subdivided.

13. **Water Supply:** No individual water supply system shall be permitted on any Lot.

14. **Sewage Disposal:** No individual sewage disposal system shall be permitted on any Lot.

15. **Vehicle Parking:** No vehicles shall be parked on any portion of the Parking Access.

16. **Landscaping:** Neither the original landscaping installed by Developer nor the original design thereof may be altered without the board's prior written approval. No additional landscaping including, but not limited to, sod, grass, trees, bushes or shrubbery or trees located on any Lot or on any portion of the Common Areas shall be trimmed or removed by any Owner without prior written permission of the Board. Shrubby or trees may be replaced and/or supplemented with shrubby or tree of a similar variety only if written permission is first obtained from the Board.

17. **Exterior of Residence:** The exterior of any Residence may not be altered, modified or changed in any manner and no fences or other structures shall be erected without the prior approval of the Board. This shall not prevent the repainting of the exterior of any Residence the same color as that originally painted by the Developer. Any changes of the exterior color or any Residence shall be first approved in writing by the Board.

As needed



18. Mailboxes: Each Lot shall have a mailbox which is either the original mailbox provided by the Developer or is substantially similar thereto in size, design, quality, color and appearance.

19. Elevation: No change in elevation of the Property shall be made without prior approval by the Board.

Amended
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ARTICLE IV DESTRUCTION TO RESIDENCE

In the event a Residence is damaged or destroyed by casualty, hazard or other loss, then, within a reasonable period of time after such incident, the Owner thereof shall either commence to rebuild or repair the damaged Residence in accordance with the original plans and specifications therefor and upon substantially the same location as the original Residence was constructed, or promptly clear the damaged improvements and grass over and landscape the Lot in a sightly manner consistent with the landscape plan of the Villas of Monterey.

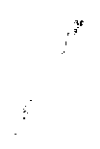
ARTICLE V ARCHITECTURAL CONTROL

Amended this Article

No building or structure, wall, or swimming pool or other structure shall be placed upon the Property or any portion thereof, unless and until the plans and specifications therefor and the plot plan have been submitted to and approved in writing by the "Architectural Committee" (as hereinafter defined) of the Master Association and the Board. Each such building, swimming pool or other structure shall be placed on the Property only in accordance with the plans and specifications and plot plans so approved. All plans for structures shall be not less than 1/8" = 1' scale. Drawings and documents required for review shall consist of the following:

1. Site plan showing all outlines, setbacks, major trees over six (6") inches, drives, fences, and underground trench locations at a scale of 1" = 20'.
2. Floor plan(s).
3. Elevations of all sides of contemplated structure.
4. Summary specification list of proposed materials. All samples of exterior materials which cannot be adequately described shall be submitted to the

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Architectural Committee.

Approval after review by the Architectural Committee and the Board of the above items will constitute a preliminary approval. Upon completion of construction documents, the Owner shall submit a landscape plan with the completed construction documents to the Architectural Committee and the Board. The final construction documents and the landscape plans constitute the documents for final review and approval.

The refusal of the Architectural Committee or the Board to approve any such plans and specifications may be based upon any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Architectural Committee or the Board shall seem sufficient.

No alteration in the exterior appearance of the building shall be made without prior approval of the Architectural Committee and the Board.

No previously approved building or other structure shall be used for any purpose other than that for which it was originally designated. No building or other structure shall be allowed to remain on the Property if it violates any of the covenants or restrictions of this Declaration, the Restrictions For Indian Spring recorded in Official Records Book 2522, Page 675 of the Public Records of Palm Beach County, Florida or the Covenants.

The Architectural Committee shall be appointed in the manner set forth in Article IX of the By-Laws of the Master Association and shall control the specifications, architecture, design, appearance, elevation and location of (and landscaping around) all buildings of any type in Indian Spring, including any alteration, improvement, addition or change thereto. An Owner aggrieved by a decision of the Architectural Committee shall have the right to make a written request to the Board of Directors of the Master Association, within thirty (30) days of such decision, that such decision be reviewed. The determination of the Board of Directors of the Master Association upon such review shall be final.

ARTICLE VI

GRANTS AND RESERVATIONS OF EASEMENTS

A. Reservations Granted and Reserved Hereunder by Developer: Developer



hereby grants and reserves the following easements on the Property:

1. An easement or easements on, upon, across, through and under the Property (which easement may include reasonable rights of access for persons and equipment necessary to accomplish such purposes) to provide utility services including, without limitation, power, electric, light, telephone, cable television, gas, water, sewer and drainage and any other utility or service upon or for the benefit of any part of the Property and to provide for the repair and maintenance of the equipment required to provide such utility services; provided, however, no such easements will be granted with respect to any part of a Lot lying beneath a Residence and that such easement on a Lot shall be parallel to a Lot line and extend no more than six (6) feet therefrom.

2. Ainsley Court, shown on the Plat, shall be and the same is hereby declared to be subject to a perpetual nonexclusive easement for the public to provide egress from Indian Spring Trail to S.W. 15th Avenue, both of which are dedicated roads, portions of which are shown on the Plat even though not a part thereof.

3. An easement or easements on, upon, across, through and under the Property (which easement may include reasonable rights of access for persons and equipment necessary to accomplish such purpose) to construct, service or repair or maintain any Residence or Lot; provided, however, no such easement will be granted with respect to any part of a Lot lying beneath a Residence after the construction thereof.

4. All of the Property shall be subject to easements for light, air and view caused by the location of a Residence upon a Lot and to easements for encroachments, light, air and view which now or hereafter exist, caused by settlement or movement of any improvements upon the Property caused by minor inaccuracies in building or rebuilding of such improvements. The above easements shall continue until such obstructions of light, air and view or until such encroachments no longer exist.

5. All Lots within The Villas of Monterey shall be and the same are hereby declared to be subject to a perpetual nonexclusive easement in favor of the Association and its servants, agents and/or employees for maintenance of the Lots including care of lawn sprinkler systems and for maintenance and repair of any



Residence located upon any Lot or any Residence accessible from said Lot in accordance with the provisions of this Declaration and in accordance with the rules and regulations which may be promulgated by the Association.

6. In addition to the foregoing easements, other easements have been granted by the Plat.

B. Easements To Be Granted by Developer: The Owners, by their acceptance of a deed of conveyance for their respective Lots, authorize Developer, for a period of three (3) years from the date hereof, to execute on their behalf and without further authorization such grants of easements or other instruments as may be necessary from time to time to grant easements over and upon the Lots or any portion thereof in accordance with the provisions of this Declaration.

C. Reservation of Right by Developer: Developer shall have the right to transact on the Property any business necessary to consummate the construction, sale or lease of Lots and/or Residence and/or the Common Areas or property not within the Property, including but not limited to the right to maintain models, have signs and have employees in the office and Developer may assign these commercial usage rights to such other persons or entities as it may choose. The provisions hereof may not be amended without Developer's prior written consent for as long as Developer owns at least one (1) Lot in The Villas of Monterey.

ARTICLES VII

MAINTENANCE OF RESIDENCE AND LOT

A. Owner's Responsibility. In order to further establish and preserve The Villas of Monterey, the Owners covenant that they shall at all times maintain the exterior portions of their respective Residences, those portions of the Lot not to be maintained by the Association and the driveway located upon their Lot in a neat, aesthetically pleasing and proper condition. In the event any Owner fails to carry out his responsibilities pursuant to these covenants ("Defaulting Owner") [as shall be determined by the Board or the Developer as long as Developer owns a Lot, as the case may be, in their sole discretion], the Board or the Developer, as the case may be, shall have the right but not the obligation, upon fifteen (15) days' written notice, to enter



the property of the Defaulting Owner for the purpose of performing the maintenance described in the notice. In the event of emergencies, the Board or Developer may, in its sole discretion, dispense of the aforesaid notice. The cost of performing such maintenance and the expenses of collection(if any), including court costs and reasonable attorneys' fees at all trial and appellate levels, shall be specially assessed against the Defaulting Owner as a Residential Maintenance Expense and shall become a lien upon the Lot of the Defaulting Owner. The Defaulting Owner shall be personally liable to the Association or the Developer, as the case may be, for the payment of amounts assessed against him and for all costs of collecting the same plus interest and attorneys' fees as hereinafter provided. In the event the amounts assessed against the Defaulting Owner are not paid within twenty (20) days of the date of the assessment, the Board or the Developer, as the case may be, may proceed to enforce and collect said assessments against the Defaulting Owner in any manner provided for by the laws of the State of Florida, including foreclosure of the lien and sale of the Lot and Residence. Said lien shall be effective only from and after the time of recordation amongst the Public Records of Palm Beach County, Florida of a written, acknowledged statement signed by an authorized agent of the Developer or by an officer of the Association, as the case may be, setting forth the amount due. All sums expended shall earn interest at the highest rate permitted under the law, but in no event in excess of the rate of ten (10%) percent per annum. Upon full payment of all sums secured by that lien, the party making payment shall be entitled to a recordable satisfaction of lien. Notwithstanding the aforesaid, the provisions of this Article may also be enforced in accordance with the provisions of Article IX hereof.

B. Association's Responsibility: In order to further establish and preserve The Villas of Monterey, the Association shall have the responsibility of maintaining the sprinkler systems, the lawns and any and all other landscaping upon the Lots in a manner consistent with the original landscape design thereof. The expenses of such maintenance and/or replacement of the sprinkler systems and of any portions of the lawns or other landscaped portions of the Lots shall be assessed against the Lots as part of the Association Expenses as a Residential Maintenance Expense. Any maintenance or repair to any portion of the sprinkler system, lawn or other landscaping



upon a Lot which is required as a consequence of damage or injury thereto caused by the willful or negligent act of an Owner, or his family members, guests, lessees, invitees or licensees shall be performed by the Association and the cost therefor shall be specially assessed against the Owner in addition to his share of Association Expenses.

ARTICLE VIII

ASSOCIATION EXPENSES; METHOD OF DETERMINING ASSESSMENTS; COMMON AREA OBLIGATIONS

A. Association Expenses: The costs and expenses incurred by the Association with regard to the maintenance of the Lots and with regard to the ownership, operation, maintenance and/or repair of all of the Common Areas, including all improvements thereon, and with regard to the operation, administration and management of the Association shall be Association Expenses. Association Expenses shall also include other expenses permitted by the provisions of Article I, Paragraph 9 herein.

In furtherance of the foregoing, there is hereby imposed upon each Lot and its Owner the affirmative covenant and obligation to pay to the Association, and upon the Association the obligation to assess, collect and expend, the Association Expenses as those expenses are more fully set forth and described as follows:

1. Annual Assessments and Special Assessments

The Association shall assess each Owner for his respective share of Association Expenses by annual assessments determined and payable as provided in Paragraph B of this Article and by special assessments, if any, assessed by the Association for expenses incurred or to be incurred by the Association as a result of extraordinary items of expense, costs of construction or reconstruction of any part of the improvements upon the Common Areas in excess of insurance proceeds therefor, the failure of other owners to pay an annual or special assessment, or such other reason or basis determined by the Board which is not inconsistent with this Declaration and which expenses were not included in the determination of an annual assessment.

2. Taxes

Any and all taxes levied or assessed at any and all times upon the



Common Areas by any and all taxing authorities, including all taxes, charges, assessments and impositions and liens for public improvements, special charges and assessments and, in general, all taxes and tax liens which may be assessed against such Common Areas and against any and all personal property and improvements which are now or which hereafter may be placed thereon, including any interest, penalties and other charges which may accrue on such taxes.

3. Utility Charges

All charges levied for utilities providing services for any portion of the Common Areas whether supplied by a private or public firm, including, without limitation, all charges for water, gas, electricity, telephone, sewer and any other type of utility or any other type of service charge.

4. Liability Insurance

The costs of the policy or policies of insurance in the form generally known as Public Liability and/or Owners policies insuring the Association against any and all claims and demands made by any person or persons whomsoever for injuries received in connection with the operation and maintenance of the Common Areas and improvements and/or buildings located thereon, or for any other risk insured against by such policies which the Association, in its sole discretion, determines to insure against. Each policy purchased by the Association shall have limits of not less than \$1,000,000.00 covering all claims for personal injury and property damage arising out of a single occurrence. The coverage of the liability insurance policies purchased by the Association shall include protection against water damage liability, liability for non-owned and hired automobiles, liability or hazards related to usage and liability for property of others.

5. Other Insurance

The costs of the policy or policies of insurance to allow the Association to insure any and all buildings or improvements now located or which may hereafter be located, built or placed upon any portion of the Common Areas, against loss or damage caused by or resulting from at least the following: fire and other hazards covered by the standard extended coverage endorsement, sprinkler leakage, windstorm, vandalism, malicious mischief, water damage, debris removal and cost of



demolition, and such other risks as the Board shall determine are customarily covered with respect to similar improvements. The policy or policies purchased by the Association shall be in an amount equal to the full replacement value (i.e., 100% of current replacement cost, exclusive of land, foundation, excavation and other items normally excluded from coverage) of the buildings or improvements with an "Agreed Amount Endorsement" or its equivalent, a "Demolition Endorsement" or its equivalent and an "Increased Cost of Construction Endorsement" or "Contingent Liability from Operation of Building Laws Endorsement" or the equivalent.

6. Miscellaneous Insurances

The costs of premiums of such forms of insurance and in such coverages as the Association shall determine for the protection and preservation of the Common Areas. Such insurance may include, without limitation, workmen's compensation insurance and flood insurance.

7. Reconstruction of Buildings and Improvements

Any and all sums necessary to repair, replace, construct or reconstruct ("Repair") any buildings or improvements on the Common Areas damaged by any casualty to the extent Insurance proceeds are insufficient for repair of same. Any difference between the amount of insurance proceeds received on behalf of the Association with respect to such damage and the amount of funds necessary to make repairs ("Repair Sums") shall be an Association Expense for which the Association shall levy a special assessment against all Owners to obtain the funds necessary to pay for such Repair Sums within ninety (90) days from the date such damage was incurred. The Association shall establish an account with a federal or state commercial or savings bank or saving and loan association located in Palm Beach County and deposit into such account all Repair Sums and all insurance proceeds collected by an insurance trustee, if any, so that the amount on deposit will equal the cost of Repairs. The Association shall go forward with all deliberate speed so that the Repair shall be completed within one (1) year from the date of the damage.

8. Common Areas

Any and all expenses necessary to (a) maintain, repair and preserve the Common Areas, including, but not limited to, such expenses as grass



cutting, tree trimming, water sprinkling and the like and (b) keep, maintain, repair and replace any and all buildings, improvements, personal property and furniture, fixtures and equipment upon such Common Areas in a manner consistent with the structures and improvements contained thereon, the covenants and restrictions contained herein and all orders, ordinances, rulings and regulations of any and all federal, state and city governments having jurisdiction thereover as well as the statutes and laws of the State of Florida and the United States.

9. Lots

Any and all expenses required by the Association to maintain, repair and replace those portions of the Lots it is responsible to maintain, repair and replace, including grass cutting, tree, bush and shrubbery trimming, water sprinkling systems and the like.

10. Any and all expenses incurred or charges levied in connection with the street lights, if any, to be located upon the Common Areas, including all charges of any utility company providing electricity for such street lights or any other type of service charge and any charges necessary to maintain, repair or replace such street lights which may be damaged for any reason whatsoever.

11. Residential Maintenance Expenses

Expenses designated hereunder as Residential Maintenance Expenses except that such expenses may be the subject matter of a special assessment against an individual Lot or Lots if the Board so determines in accordance with the provisions hereof.

12. Operational Expenses

The costs of administration for the Association, including any secretaries, bookkeepers and other employee necessary to carry out the obligations and covenants of the Association under the Declaration, notwithstanding the fact that some of these services may be expended in providing services to or collecting sums owed by particular Lots. In addition, the Association may retain a managing company or contractors to assist in the operation of The Villas of Monterey and to perform or assist in the performance of certain obligations of the Association hereunder. The fees or costs of any management company or contractor so retained shall be deemed to be



part of the Association Expenses.

13. Indemnification

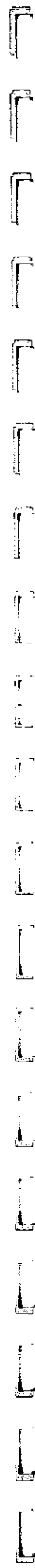
The costs to the Association to indemnify and hold harmless Developer from and against any and all claims, suits, actions, damages and/or causes of action arising from any personal injury, loss of life and/or damage to property sustained in or about the Common Areas, including all improvements now or hereafter located thereon, or the appurtenances thereto of arising out of the installation or operation of the street lights to The Villas of Monterey, if any, from and against all costs, counsel fees, expenses and liabilities incurred in and about any such claim, the investigation thereof or the defense at any levels of any action or proceedings brought thereon, and from and against any orders, judgments and/or decrees which may be entered therein. Included in the foregoing provisions for indemnification are any expenses that Developer may be compelled to incur in bringing suit for the purpose of enforcing rights hereunder, or for the purpose of compelling the specific enforcement of the provisions, conditions, covenants and restrictions contained in the Declaration to be kept and performed by the Association and/or the Owners, including the payment of Association Expenses.

Further, the costs to the Association of indemnifying its officers and members of the Board for all costs and expenses whatsoever incurred in the pursuance of their duties, obligations and functions hereunder and in any legal defense of such actions (including, without limitation, counsel fees and costs at all levels of any trial or proceeding, costs of investigation and discovery, any recovery, etc.).

Nothing in the provisions of this subparagraph shall require an Institutional Mortgagee to pay any Association Expenses or portion thereof attributable to costs to the Association to indemnify and hold harmless Developer in accordance with such subparagraph. Any such Association Expenses shall be reallocated among the Owners other than the Institutional Mortgagees.

14. Reserve Funds

The costs to establish an adequate reserve fund for replacement and/or capital refurbishment and/or capital improvement of facilities and amenities upon the Common Areas (the "Capital Contributions") in amounts determined proper and



sufficient by the Board. Each Owner acknowledges, understands and consents that Capital Contribution, if any, are the exclusive property of the Association as a whole and that no Owner shall have any interest, claim or right to any such Capital Contribution or fund composed of the same. The Association shall be responsible for maintaining the Capital Contributions in a separate reserve account and to use such funds only for capital costs and expenses as aforesaid.

15. Special Assessments

Any special assessments as shall be levied by the Board as result of (a) extraordinary items of expense under the Declaration other than those contemplated by Capital Contributions; (b) the failure or refusal of other Owners to pay assessments of Association Expenses; and (c) such other reason or basis determined by the Board which is not inconsistent with the terms of any of the Documents.

16. Miscellaneous Expenses

The costs of all items of expense pertaining to or for the benefit of the Common Areas and any improvements now or hereafter located thereon, or any part thereof not herein specifically enumerated and which is determined to be an Association Expense by the Board in accordance with this Declaration. The costs of owning a Lot if such ownership occurs as a result of the foreclosure of a lien for an "Assessment", hereinafter defined, or a deed in Lieu of such foreclosure.

B. Method of Determining Assessments: The Assessments for Association Expenses shall be levied and paid for as follows:

1. It is hereby declared and all Owners and the Association agree that the Association Expenses shall be paid by the Association out of funds assessed and collected from and paid by all Owners in accordance with the terms herein. Notwithstanding anything which may be contained herein to the contrary, until February 28, 1979, or the "Initial Election Meeting" (as that term is defined in the Articles), whichever is the sooner to occur, the Developer shall not be required to contribute any amounts for Association Expenses with respect to Lots or Residences it owns in The Villas of Monterey. Rather, the Developer guarantees that notwithstanding what the total amount of Association Expenses may be, until February 28, 1979, or the Initial Election Meeting, whichever is the sooner to occur, all Owners other than the Developer



shall be required to pay as Association Expenses no more than \$_____ per quarter (the "Guaranteed Amount") and the Developer will make up the difference, if any, between the actual Association Expenses incurred and the sums collected from Owners other than the Developer. Commencing with March 1, 1979 or the Initial Election Meeting, whichever is the sooner to occur, all Owners of Residences, including the Developer, will be required to contribute their pro rata share of Association Expenses.

2. As provided in the By-Laws of the Association, the Board shall prepare an estimated annual budget which shall reflect the estimated Association Expenses and shall be based in part on its projection of the number of Lots "Subject to Assessment" (as that term is hereinafter defined) for such fiscal year. Thereupon, the Board shall allocate an equal share of the Association Expenses to all Lots "Subject to Assessment."

3. Each Owner shall pay the Assessment based on an estimated annual budget prepared by the Association commencing on the date that a Certificate of Occupancy was issued for the Residence. In the event a Lot becomes Subject to Assessment during the course of a fiscal year, the Owner thereof thereupon becomes obligated to pay his pro rata share of Assessments for the remainder of the fiscal year in accordance with the terms hereof. (A Lot is "Subject to Assessment" from the time that a Certificate of Occupancy is issued for the Residence constructed thereon.)

4. At the close of the Association's fiscal year, an adjustment in an Owner's pro rata share of Assessments payable for that year shall be made in instances where the Board determines that the estimated pro rata share of expenses allocable to each Owner was either less than or more than the amount required to meet each Owner's pro rata share of Association Expenses actually incurred.

If, at the end of the fiscal year, there is a deficit in the Association's budget, a special assessment shall be levied against each Lot Subject to Assessment and each Owner shall pay his pro rata share of each special assessment. An Owner's pro rata share of such special assessment shall be calculated based on the proportionate share of Association Expenses actually assessed against his Lot for the year in question. The following is an example to illustrate how an Owner's pro rata



share of such special assessment shall be calculated.

Example 1.

Lot I was assessed \$100.00 in Association Expenses for the year in question. The amount of all Assessments levied by the Association for the year in question was \$10,000.00. Therefore, Lot X was assessed 100/10,000 or 1/100 of all Assessments made by the Association for the year in question. Therefore, the Owner of Lot X will be assessed 1/100 of the amount of the special assessment.

If, at the end of the fiscal year, there is a surplus in the Association's budget, each Lot Subject to Assessment for such fiscal year will receive a credit against the current year's Assessment in the sum of its pro rata share of such surplus, which pro rata share shall be calculated based on the proportionate share of Association Expenses actually assessed against such Lot during such fiscal year in question. The following is an example to illustrate how an Owner's pro rata share of such surplus shall be calculated.

Example 2.

Lot Y was assessed \$100.00 in Association Expenses for the year in question. The amount of all Assessments levied by the Association for the year in question was \$10,000.00. Therefore, Lot Y was assessed 100/10,000 or 1/100 of all Assessments made by the Association for the year in question. The Owner of Lot Y will receive a credit against his pro rata share of Assessments for the current year in the sum of 1/100 of any surplus in the Association's budget for the year in question. Thus, if there is a surplus of \$1,000.00, the Owner of Lot Y will be credited with 1/100 X \$1,000.00 or \$10.00

5. The Assessments shall be payable no less frequently than quarterly, in advance, on the first day of each quarter of otherwise as the Board may determine.

C. Common Area Obligations: As set forth in the preceding paragraphs of this Article VIII, the Association has the obligation to maintain and repair the Common Areas and any and all improvements now or hereafter located thereon, and to collect from the Owners the expenses allocable thereto, notwithstanding that the Association shall not own the Common Areas until the Transfer Date.

ARTICLE IX

ESTABLISHMENT AND ENFORCEMENT OF LIENS

A. Liens: Any and all assessments for Association Expenses, including special assessments, and all installments thereof (collectively, the "Assessments") with interest thereon and costs of collection, including reasonable attorneys' fees at all trial and appellate levels, are hereby declared to be a charge and continuing lien upon the Lot against which each such Assessment is made. Each Assessment against a Lot, together with such interest thereon at the highest rate allowed by law and costs of collection thereof, including attorneys' fees at all trial and appellate levels, shall be also the personal obligation of the person, persons or entity owning the Lot assessed. Said lien shall be effective only from and after the time of recordation amongst the Public Records of Palm Beach County, Florida of a written, acknowledged statement signed by the President or Vice President of the Association, setting forth the amount due to the Association as of the date the statement is recorded. Upon full payment of all sums secured by that lien, the party making payment shall be entitled to a recordable satisfaction of lien. Where an Institutional Mortgagee obtains title to a Lot as a result of foreclosure of its mortgage or deed given in lieu of foreclosure, such subsequent title holder and his successors and assigns shall not be liable for the share of Assessments pertaining to such Lot or chargeable to the former Owner which became due prior to the acquisition of title as a result of the foreclosure, unless such share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. Such unpaid share of Assessments for which a claim of lien has not been recorded prior to the recording of the foreclosed mortgage shall be deemed to be Assessments collectible from all other Lots.

B. Enforcement of Payment of Assessments: In the event any Owner shall fail to pay Assessments or any installment thereof charged to his Lot within fifteen (15) days after the same becomes due ("Delinquent Owner"), then the Association, through its board, shall have any of the following remedies to the extent permitted by law:

1. To accelerate the entire amount of any Assessments for the remainder of the fiscal year, notwithstanding any provisions for the payment thereof in installments.



2. To advance on behalf of the Delinquent Owner funds to accomplish the needs of the Association, and the amount or amounts of monies so advanced, including reasonable attorneys' fees and expenses at all trial and appellate levels which might have been reasonably incurred because of or in connection with such advance, including costs and expenses of the Association if it must borrow to pay expenses because of the Delinquent Owner, together with interest at the highest rate allowable by law, may thereupon be collected by the Association and such advance or loan by the Association shall not waive the default.

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

4. To file an action at law to collect said Assessment, plus interest at the highest rate allowable by law, plus court costs and reasonable attorneys' fees at all trial and appellate levels, without waiving any lien rights and/or rights of foreclosure in the Association.

ARTICLE X

Amended

ENFORCEMENT OF DECLARATION

The enforcement of this Declaration may be by a proceeding at law for damages or in equity to compel compliance with the terms hereof or to prevent violation or breach of any of the covenants or terms herein. Enforcement may be by Developer for so long as the Developer owns any Lot, the Association and any group of ten (10) or more Owners, and should the party seeking enforcement be the prevailing party, then the person against whom enforcement has been sought shall pay reasonable attorneys' fees and costs at all trial and appellate levels to the prevailing party.

ARTICLE XI

Amended

AMENDMENTS

A. The process of amending this Declaration shall be as follows:

1. Until the closing of the first conveyance of a Lot by Developer to an Owner other than Developer ("Amendment Date"), any amendments may be made by



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Developer alone, which amendment shall be signed by Developer and need not be joined by any other party.

2. After the Amendment Date, this Declaration may be amended only by the consent of two-thirds (2/3) of all Owners and a majority of the entire Board. The aforementioned consents shall be in writing and affixed to the amendment to this Declaration.

3. Notwithstanding the foregoing, no amendment shall be effective which shall, in a material fashion, impair or prejudice the rights or priorities of any Owner or Developer under this Declaration without the specific written approval of the Owner or Developer affected thereby.

4. Notwithstanding the foregoing, prior to the "Initial Election Meeting" (as defined in Article X of the Articles of the Association), Developer may amend this Declaration in order to correct a scrivener's error or other defect or omission without the consent of the Owners or Board, provided that such amendment does not materially and adversely affect an Owner's property rights. This amendment shall be signed by Developer alone and a copy of the amendment shall be furnished to each Owner and the Association as soon after recording thereof amongst the Public Records of Palm Beach County, Florida as is practicable.

B. An amendment to this Declaration shall become effective upon its recordation amongst the Public Records of Palm Beach County, Florida.

ARTICLE XII MISCELLANEOUS

A. No Implied Waiver: The failure of Developer, the Association, the Architectural Committee or any Owner to object to an Owner's or other party's failure to comply with the covenants or restrictions contained herein shall in no event be deemed a waiver of any right to object to same and to seek compliance therewith in accordance with the provisions herein.

B. Restrictions on Lease: Any and all lease agreements (herein the "Lease Agreement") between an Owner and a lessee of such Owner's Lot and/or Residence shall be in writing and must provide that such Lease Agreement shall be subject in all



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respects to the terms and provisions of this Declaration and that any failure by the lessee under such Lease Agreement to comply with such terms and conditions shall be a material default and breach of the Lease Agreement. Said Lease Agreement must also provide that the Lessee thereunder shall pay any and all Association Expenses and/or Assessments levied against a Lot or Residence directly to the Association. Notwithstanding the obligation of the lessee to make such payments directly to the Association, the Owner shall remain primarily liable for the payment of any and all such Association Expenses and/or Assessments until same are paid.

C. Captions: Article and paragraph captions inserted throughout this Declaration are intended only as a matter of convenience and for reference only and in no way shall such captions or headings define, limit or in any way affect any of the terms and provisions of this Declaration.

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

E. Severability: In the event any one of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect. Further, the invalidation of any of the covenants or restrictions or terms and conditions of this Declaration or a reduction in the term of the same by reason of judicial application of the legal rule known as the "rule against perpetuities" shall in no way affect any other provision which shall remain in full force and effect for such period of time as may be permitted by law.

F. Term: This Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens and liens contained herein shall run with and bind the Property and inure to the benefit of Developer, the Association, the Owners, heirs, successors and assigns for a term of seventy-five (75) years from the date of the recording of this Declaration amongst the Public Records of Palm Beach County, Florida, after which time this Declaration shall be automatically renewed and extended for successive periods of ten (10) years each, unless at least one (1) year



prior to the termination of such seventy-five (75) year term or any such ten (10) year extension thereof there is recorded amongst the Public Records of Palm Beach county, Florida, an instrument (the "Termination Instrument") signed by at least two-thirds (2/3) of all the Owners agreeing to terminate this Declaration, upon which event, this Declaration shall be terminated upon the expiration of the seventy-five (75) year term or the ten (10) year extension thereof during which the Termination Instrument is recorded. Notwithstanding such termination, Owners shall continue to remain obligated to pay their pro rata share of Association Expenses so as to continue to maintain the Common Areas and the street lights in accordance herewith.

IN WITNESS WHEREOF, this Declaration of Covenants, Restrictions and Easements for The Villas of Monterey has been signed on the day and year first above set forth.

The Villas of Monterey Association, Inc. hereby consents to the terms and provisions contained in this Declaration.

THE VILLAS OF MONTEREY ASSOCIATION,
INC.

By: Joseph Kramer, Secretary
Attest: Deane Heller


(SEAL)



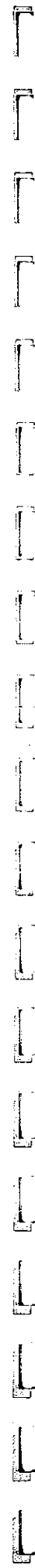
The Indian Spring Master Association, Inc. hereby consents to the change of the name to the Villas of Monterey Association, Inc.

INDIAN SPRING MASTER ASSOCIATION

By: 

Attest: 

(SEAL)



Prepared by and Return To:

Jeffrey Rembaum, Esquire
Kaye Bender Rembaum, PLLC
9121 N. Military Trail, Suite 200
Palm Beach Gardens, FL 33410

CFN 20150245067
OR BK 27642 PG 1333
RECORDED 07/01/2015 15:03:30
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1333 - 1335; (3pgs)

(Space Reserved for Clerk of Court)

**CERTIFICATE OF RECORDING FIRST AMENDMENT
TO THE AMENDED DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS FOR
THE VILLAS OF MONTEREY ASSOCIATION, INC.**

WHEREAS, the Declaration of Covenants, Restrictions and Easements for The Villas of Monterey Association, Inc. (f/k/a The Villas of Green Glen) is recorded in the Public Records of Palm Beach County, Florida, in Official Records Book 2900, at Page 991 (the "Initial Declaration"); and

WHEREAS, the Amended Declaration of Covenants, Restrictions and Easements for The Villas of Monterey Association, Inc. (f/k/a The Villas of Green Glen) is recorded in the Public Records of Palm Beach County, Florida, in Official Records Book 21745, at Page 855 (the "Amended Declaration"); and

WHEREAS, at a duly called and noticed meeting of the membership of The Villas of Monterey Association, Inc., a Florida not-for-profit corporation, held on February 16, 2015 and continued on April 15, 2015, the aforementioned Amended Declaration was amended pursuant to the provisions of said Amended Declaration.

NOW, THEREFORE, the undersigned hereby certifies that the following amendment to the Amended Declaration is a true and correct copy of the amendment as amended by the membership.

[Remainder of Page Blank Intentionally]



**FIRST AMENDMENT TO THE
AMENDED DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS
FOR
THE VILLAS OF MONTEREY ASSOCIATION INC.**

*(new language shown by underline, deleted language shown by ~~strikeout~~,
"..." shows unaffected language)*

I. Article I, Section 10, Section 11 and Section 12 are hereby amended to provide as follows:

10. "Articles" means the Amended and Restated Articles of Incorporation of The Villas of Monterey Inc. the Association, a copy of which is attached hereto as Exhibit B.

11. "By-Laws" means the Amended and Restated By-Laws of The Villas of Monterey Inc. the Association, a copy of which is attached hereto as Exhibit C.

12. "Documents" or "Governing Documents" means in the aggregate this Declaration, the Articles, By-Laws and all of the instruments and documents referred to or incorporated therein or attached thereto.

II. Article 3 is hereby amended to provide as follows:

ARTICLE III

RESTRICTIONS RULES AND REGULATIONS OF THE VILLAS OF MONTEREY

~~The Developer declares that t~~The Property, each Lot, Residence and the Common Areas, where applicable, shall be owned, held, used, transferred, conveyed, demised and occupied in a manner consistent with the improvements thereof by Developer and subject to this Declaration its exhibits, and inclusive of the Rules and Regulations of The Villas of Monterey Association, Inc., attached to this Declaration as Exhibit "D" and incorporated as if fully set forth herein following land use covenants, all of which shall run with the foregoing, or any part thereof; provided that these land use covenants shall not in any manner interfere with the activities of the Developer in connection with the construction of improvements upon the Property and its sales activities with respect in The Villas of Monterey. The Rules and Regulations may be amended by the affirmative vote of a majority of the Board from time to time as

determined by the Board in its sole discretion. As only to rules or regulations the Board desires to amend that are specifically set forth in this Article III, such amendment shall only be achieved by amendment to this Article III in the manner provided by Article XI of this Declaration. The Rules and Regulations shall be consistent with the rights and duties established in the Governing Documents.

1. Residential Use Only: All Lots shall be for residential use only and only one detached Residences may be constructed on a Lot. No commercial or business occupations may be conducted on the Property except for the construction, ~~development and sale or rental of Lots and/or Residences by Developer and the sale or rental of a Lot and Residence by the Owner thereof.~~ No structure of a temporary character, trailer, tent or other "out-buildings" may be erected or located on a Lot, except for a construction shack or temporary toilet during construction of a Residence. No structure of a temporary character may be used as a Residence.

2. Leasing or Renting: An Owner shall not lease or rent his/her Residence during the first year of ownership. All Owners intending to lease or rent their Residence must obtain and provide a copy of their "Business Tax Receipt for Rental Property" from the City of Boynton Beach prior to leasing or renting their Residence. No Lot or Residence may be leased or rented for a period of less than ~~ninety (90) days~~ four (4) months and may not be so leased or rented more than ~~twice~~ once in any twelve (12) month period. Notwithstanding the foregoing, the Board may, in its sole and unfettered discretion, waive the foregoing lease restriction based upon the unique circumstances of the Owner and/or intended tenant(s). No Owner may lease or rent their Residence and no intended tenant(s) may occupy a Residence without the prior written approval of the Association. No Residence may be subleased. Additional approval of lease or rent applications may be required by the Master Association.

2.1 Guests: Guests shall be those individuals who are not Owners or tenants and occupy a Residence for a period of less than thirty (30) days cumulatively in a calendar year. Owners must register their guests with the Association prior to occupancy of such quests. Guests residing in a Residence for a period greater

than one (1) month will be deemed holdover occupants of said Residence and therefore, must meet the requirements of this Section 2.

2.2 Delinquencies and Violations: No Owner may lease or rent his/her Residence if such Owner is delinquent in the payment of any monetary obligation to the Association. No Owner may lease or rent his/her Residence where such Owner is in violation of the Governing Documents at the time such Owner desires to lease or rent his/her Residence. In the event an Owner, whose Residence is leased or rented, is delinquent in payment of his/her monetary obligations to the Association in excess of the security deposit (as further discussed below), the Association shall make written demand to such Owner and such Owner's tenant(s) for payment of rent to be remitted to the Association in accordance with the relevant provisions of Chapter 720, Florida Statutes, as amended from time to time.

2.3 The Master Association: The Master Association is a "Housing for Older Persons" community in accordance with Federal and State law. All Owners, tenants and residents are subject to the requirements of the Master Association. Therefore, pursuant to the Master Association's Covenants, the entire community, inclusive of The Villas of Monterey, is "Housing for Older Persons" in accordance with Federal and State law. As such, the intended tenant or at least one (1) of the intended tenants must be at least fifty-five (55) years of age or older.

2.4 Notice of Intent to Lease or Rent: Notice of intent to lease or rent must be provided by the Owner to the Association at least thirty (30) days prior to the date of such transaction. Such notice of intent to lease or rent shall include the following: (i) the name(s) and current address(es) of the intended tenant(s); (ii) a copy of the proposed lease or rental agreement which includes all the terms thereof; (iii) a certification that the intended tenant(s) have been provided a copy of the Governing Documents, as may be amended from time to time, and the Association's Rules and Regulations, as may be promulgated by the Board; (iv) an application fee no to exceed One Hundred Dollars (\$100.00) to be used for the purposes of the lease or rental application, including but not limited to background

checks; and (v) such other information as the Association may reasonably require.

Within thirty (30) days of receipt of such notice, the Association must either approve or disapprove the proposed lease or rental agreement in writing to the Owner. If the Association does not approve or disapprove the lease or rent application within thirty (30) days, the lease or rent application shall be deemed approved. The Association is not obligated to provide an Owner or an intended tenant(s) with cause as to its approval or disapproval.

If the Board disapproves the proposed lease or rental agreement, the lease or rental agreement shall not be made. The Association shall have the right, without limitation of other lawful remedy, to evict and/or eject the unapproved tenant(s) on behalf of the Owner who fails to comply. All attorneys' fees and costs associated with such eviction and/or ejectment shall be assessable against the Lot. If such assessment is not paid within thirty (30) days after the Association's demand for such payment, such amounts shall be collectible by the Association in a manner similar to any other assessment due, not limited to the filing of an assessment lien and subsequent foreclosure, for failure to satisfy such obligation.

2.4.1 Personal Interview: The Board, in its sole discretion, may personally interview any intended tenant(s) at a date, time and place agreeable by the Board and such intended tenant(s) or may personally interview any intended tenant(s) via telephone, videophone or other real-time communication method.

2.4.2 Background and Credit Check: The Association shall conduct a background and credit check on all intended tenant(s). Intended tenant(s) found to have one (1) of the following shall be denied: (i) a credit score below six hundred (600); (ii) a guilty plea or conviction of a crime of moral turpitude, such as and by way of example and not limitation, a felony involving violence to persons or property or a felony demonstrating extreme dishonesty; (iii) a history of being a "bad tenant", including by way of example and not limitation, a prior eviction/ejectment or a failure to abide by the governing documents of a prior community association; (iv) a history of inability to meet

financial obligations, including by way of example and not limitation, a prior or current foreclosure.

2.4.3 Security Deposit: A refundable security deposit of One Thousand Dollars (\$1,000.00) must be paid to the Association by an Owner who leases or rents his/her Residence. Such security deposit shall be used in the event an Owner's tenant(s) cause damage to the Common Areas or other property owned by the Association and/or to satisfy any delinquent monetary obligation of the Owner. An Owner must provide written notice to the Association of the termination of a lease or rental. In the event the Association has a claim to any security deposit money, the Association must provide written notice of such claim to the Owner within one (1) week after receipt of the notice of lease/rental termination.

2.4.4 Compliance with the Covenants and the Governing Documents: All intended tenants must be in compliance with the Governing Documents and the Covenants, including but not limited to the provisions regarding "Housing for Older Persons". Prior violations of the Governing Documents or the Covenants of an intended tenant shall be grounds for denial.

2.4.5 The Governing Documents: All intended tenants must receive a copy of the Governing Documents and the Association's Rules and Regulations. All leases and rental agreements must be in writing and contain a provision which provides that the lease or rental agreement is subject in all respects to the Governing Documents and that the Association shall have the right, but not the obligation, to terminate such lease or rental agreement upon the violation of the Governing Documents and/or the Association's Rules and Regulations by the tenant(s). In the event a lease or rental agreement does not contain such language, all lease or rental agreements entered into after the date of this First Amendment shall be deemed to include such language as if specifically included therein and should take priority over all other provisions set out therein.

3. Ownership Transfers: No Lot, including the Residence, may be sold, transferred or otherwise conveyed without the prior written approval of the Association.

3.1 The Master Association: The Master Association is a "Housing for Older Persons" community in accordance with Federal and State law. All Owners, tenants and residents are subject to the requirements of the Master Association. Therefore, pursuant to the Master Association's Covenants, the entire community, inclusive of The Villas of Monterey, is "Housing for Older Persons" in accordance with Federal and State law. As such, the intended transferee or at least one (1) of the intended transferees must be at least fifty-five (55) years of age or older.

3.2 Notice of Intent to Transfer: Notice of intent to transfer must be provided by the Owner to the Association at least thirty (30) days prior to the date of such transfer. Such notice of intent to transfer shall include the following: (i) the name(s) and current address(es) of the intended transferee(s); (ii) a copy of the proposed purchase and sale agreement which includes all the terms thereof; (iii) an application fee no to exceed One Hundred Dollars (\$100.00) to be used for the purposes of the transfer application, including but not limited to background checks; and (v) such other information as the Association may reasonably require. In the event an Owner fails to provide the Association with such notice and upon the Association's knowledge of such unapproved transfer, the Association may at that time and without notice approve or disapprove the transfer.

Within thirty (30) days of receipt of an Owner's notice of intent to transfer their Lot, the Association must either approve or disapprove the proposed transfer in writing to the Owner. If the Association does not approve or disapprove the transfer application within thirty (30) days, the transfer application shall be deemed approved. The Association is not obligated to provide an Owner or an intended transferee(s) with cause as to its approval or disapproval of the proposed transfer.

If the Association disapproves the proposed transfer, the transfer shall not be made. The Association shall have the right, without limitation of other lawful remedy, to nullify the transaction, eject the unapproved transferee(s) and seek all such other legal remedy as may be available to the Association. All attorneys' fees and costs associated with

such action(s) shall be assessable against the Lot. If such assessment is not paid within thirty (30) days after the Association's demand for such payment; such amounts shall be collectible by the Association in a manner similar to any other assessment due, not limited to the filing of an assessment lien and subsequent foreclosure, for failure to satisfy such obligation.

3.2.1 Personal Interview: The Board, in its sole discretion, may personally interview any intended transferee(s) at a date, time and place agreeable by the Board and such intended transferee(s) or may personally interview any intended tenant(s) via telephone, videophone or other real-time communication method.

3.2.2 Background and Credit Check: The Association shall conduct a background and credit check on all intended transferee(s). Intended transferee(s) found to have one (1) of the following shall be denied: (i) a credit score below six hundred (600); (ii) a guilty plea or conviction of a crime of moral turpitude, such as and by way of example and not limitation, a felony involving violence to persons or property or a felony demonstrating extreme dishonesty; (iii) a history of being a "bad tenant", including by way of example and not limitation, a prior eviction/ejectment or a failure to abide by the governing documents of a prior community association; (iv) a history of inability to meet financial obligations, including by way of example and not limitation, a prior or current foreclosure.

3.2.3 Compliance with the Covenants and the Governing Documents: All intended transferees must be in compliance with the Governing Documents and the Covenants, including but not limited to the provisions regarding "Housing for Older Persons," as set out in the Covenants. Prior violations of the Governing Documents or the Covenants of an intended transferee shall be grounds for denial.

34. Mining or Drilling: There shall be no mining, quarrying or drilling for oil or other mineral undertaken within any portion of the Property.

45. Nuisances: No Owner, tenant, guest or occupant shall cause or permit to come from his/her Residence in which they reside any unreasonable or

obnoxious noises or odors and no Owner, tenant, guest or occupant shall cause or permit nuisances or immoral or illegal activities shall be permitted on the Property.

56. Animals and Pets: An Owner or a tenant may keep a common household pet on his/her Lot or in his/her Residence subject to restrictions of this Section 5, but not for No animal or pet shall be kept for the purpose of breeding or for any commercial purpose. No other animals, livestock or poultry of any kind shall be kept, raised or bred upon any portion of the Property. Dangerous and/or exotic pets are prohibited.

6.1 Dogs: No dog may be maintained on a Lot or within a Residence without the prior written consent of the Association. Such application may be created by the Association consistent with this Section 6.1 which shall include (i) the name of the dog; (ii) the current and anticipated weight of the dog; (iii) the dog's breed; (iv) the dog's age; (v) documentation evidencing that the dog is current on its rabies vaccination and licensed in accordance with the relevant provisions of Chapter 828, Florida Statutes, as amended from time to time, and the relevant provisions of the Palm Beach County Code, as amended from time to time; and (vi) a description of any incident in which the dog exhibited "Dangerous Behavior" (as such term is hereinafter defined).

6.1.1 Grandfather Clause: All dogs residing within the Property at the time of the adoption of this First Amendment shall be grandfathered into The Villas of Monterey. Such grandfathered dogs must be registered with the Association. Such registration shall include (i) the name of the dog; (ii) the current and anticipated weight of the dog; (iii) the dog's breed; (iv) the dog's age; (v) documentation evidencing that the dog is current on its rabies vaccination and licensed in accordance with the relevant provisions of Chapter 828, Florida Statutes, as amended from time to time, and the relevant provisions of the Palm Beach County Code, as amended from time to time; and (vi) a description of any incident in which the dog exhibited Dangerous Behavior. All dogs grandfather into The Villas of Monterey in accordance with this Section 6.1.1 which are not in conformity with Section 6, such as and for example purposes only, dogs weighing over forty pounds (40

lbs) or dogs residing in a Residence in which another dog resides, shall not be replaced.

6.1.2 Dog Restrictions: Dogs shall be limited to one (1) per Residence and shall not weigh over forty pounds (40 lbs) when full grown.

6.1.3 Leashing: Dog must be kept on a leash and under control of its owner when outside of the Residence.

6.1.4 Waste: Owners, tenants and guests must pick up and properly dispose of their dog's waste. In the event a dog's waste is not picked up and properly disposed, the Association may perform such service; the costs of which shall be charged to the Lot of such Owner, tenant or guest and collected as an assessment. In the event the offending Owner, tenant or guest is not readily identifiable, the Association may conduct DNA testing of the dog's waste to identify the dog and its owner. Owners may be required to provide, in the presence of an Association witness, a DNA swab of the interior of the dog's mouth to conduct the DNA testing. Once the dog's owner has been identified, the costs associated with such DNA testing shall be charged to the Lot of such Owner, tenant or guest and collected as an assessment, and a violation fee shall be levied against such Lot in the following manner: (i) Fifty Dollars (\$50.00) for the first two (2) violations; and (ii) Three Hundred Dollars (\$300.00) for the third violation. In the event such violation continues to occur, the dog must be permanently removed from the Property.

6.1.5 Insurance and Indemnification: Owners or tenants allowing a dog to reside within their Residence must maintain homeowner's insurance or renter's insurance to insure against any incident related to their dog occurring within the Property. Such Owners and tenants shall indemnify and defend the Association and its officers, directors, agents and employees for all damages to persons and property and expenses arising out of any legal action concerning any and all incident(s) related to their dog, not limited attorney(s) fees, costs, and expenses including appeals.

6.1.6 Nuisance: Owners, tenants or guests whose dog causes a nuisance or

demonstrates "Dangerous Behavior" (as such term is hereinafter defined) shall receive only one (1) warning regarding such nuisance or Dangerous Behavior. In the event such nuisance or Dangerous Behavior is not abated after receipt of the warning, the dog must be permanently removed from the Property. Any of the following shall constitute "Dangerous Behavior": (i) the dog has aggressively bitten, attacked, endangered or inflicted severe injury on a human being at any time whether on or off the Property; (ii) the dog has severely injured or killed a domestic animal at any time whether on or off the Property; or (iii) the dog has, when unprovoked, chased or approached any person within the Property in a menacing fashion or apparent attitude of attack. Dangerous Behaviors shall not include (i) threat, injury, death or damage sustained by a person unlawfully on the Property; (ii) threat, injury, death or damage sustained by a person tormenting, abusing or assaulting the dog or the dog's owner or immediate family member; or (iii) threat, injury, death or damage sustained as a result of a dog protecting or defending a human being within the immediate vicinity of the dog from an unjustified attack or assault.

6.1.7 Dogs of Guests: Guests of Owners may bring their dog, one (1) only, to an Owner's Residence so long as there is only one dog at the Residence at any time and the Owner is within the Residence at all times while the guest's dog is at the Residence. The dog restrictions of Section 5.1 shall apply to dogs of guests.

6.2 Cats: Owners do not need the approval of the Association in order to maintain cat(s) within their Residence; however, Owners must register their cats with the Association in a form as may be created by the Association consistent with this Section 6.2. Cats shall be limited to two (2) per Residence and shall not run at large. All cats residing within the Property at the time of the adoption of this First Amendment shall be grandfathered into The Villas of Monterey.

~~6. Clotheslines: Outdoor clotheslines and outdoor clothes drying activities are prohibited on the Property (which shall include all screened porches or other enclosures and all overhangs) unless they are located entirely within or behind a landscape screen (or other protective enclosure approved by the Board) so that they are~~

~~concealed from the view of the Parking Access, streets, all adjacent Lots and property.~~

7. Increase in Insurance Rates: No Owner may engage in any action which may reasonably be expected to result in an increase in the rate of any insurance policy or policies covering any portion of the Property.

8. ~~Antennas and Aerials: No antennae or aerial of any sort shall be placed upon the exterior of a Residence or erected upon any Lot, except such antennae or aerials as the Association may, in its sole discretion, approve.~~

9. ~~Garbage: No garbage, trash, refuse or rubbish shall be deposited, dumped or kept on any part of the Property except in closed containers, dumpsters or other sanitary garbage collection facilities, and proper-sized, closed plastic bags for curbside pickup are required. All containers, dumpsters and garbage facilities shall be screened from view and kept in a clean and sanitary condition; no noxious or offensive odors shall be permitted; and no refuse shall be allowed to accumulate so as to be detrimental to the Property.~~

108. Parking Limitations: There shall be no trailers, boats, campers, motor homes or commercial vehicles parked or stored on the Property without the prior written consent of the Board; ~~provided, however, that this prohibition shall neither apply to Lots on which bona fide construction activities are taking place, nor shall it prohibit routine deliveries by tradesmen or the use of trucks making service calls.~~

11. ~~Signs: No sign of any kind shall be displayed to the public view on any Lot or Residence, except such signs deemed necessary by Developer in the construction, development and sales operations of the Villas of Monterey.~~

129. No Further Subdivision: The Lots shall not be further subdivided.

103. Water Supply: No individual water supply system shall be permitted on any Lot.

114. Sewage Disposal: No individual sewage disposal system shall be permitted on any Lot.

~~15. Vehicle Parking: No vehicles shall be parked on any portion of the Parking Access.~~

126. Landscaping: Landscaping and ground foliage shall be aesthetically maintained and in good condition. Subject to reasonable rules and regulations as may be promulgated by the Board from time to time, no landscape remodeling or alteration of ~~Neither the original landscaping installed by Developer nor the original design thereof may be conducted~~ altered without the board's Association's prior written approval. No additional landscaping including, but not limited to, sod, grass, trees, bushes or shrubbery or trees located on any Lot or on any portion of the Common Areas shall be trimmed by any Owner without prior written permission of the Board. Shrubby or trees may be replaced and/or supplemented with shrubbery or tree of a similar variety only if written permission is first obtained from the Board. Trees may not be permanently removed from a Lot without the prior written approval of the Association as determined by the Board in its sole discretion.

137. Exterior of Residence: The exterior of any Residence may not be altered, modified or changed in any manner and no fences or other structures shall be erected without the prior approval of the ~~Board~~ Association pursuant to Article V of this Declaration and the Master Association's Architectural Committee. ~~This shall not prevent the repainting of the exterior of any Residence the same color as originally painted by the Developer. Any changes of the exterior color of any Residence, or repainting of the exterior of any Residence the same color as previously approved by the Association, shall be first approved by in writing by the Board~~ Association. Flagpoles and exterior displays are subject to all building codes, zoning setbacks and other governmental regulations. The replacement of the roof or the driveway of a Residence, the changing of the numbers of a Residence in size, color and location, and the cleaning of a Residence's roof requires the prior written approval of the Association and the Master Association's Architectural Committee.

148. Mailboxes: Each Owner~~Lot~~ shall have access to a mailbox in such location as may be determined by the Board from time to time which is either the original mailbox provided by the Developer or is substantially similar thereto in size, design, quality, color and appearance.

159. Elevations: No change in elevation of the Property shall be made without prior approval by the Board.

16. Hurricane Protection: In order to provide for and protect the appearance of The Villas of Monterey, no hurricane protection, including without limitation hurricane shutters and impact glass windows and doors, shall be installed on a Residence without the prior written approval of the Association pursuant to Article V of this Declaration and the Master Association's Architectural Committee. In the event an Owner fails to obtain such written approval prior to commencing installation of hurricane protection, the Owner shall receive written notice to immediately cease such installation and may be required to remove any installed hurricane protection at the Owner's sole expense. Hurricane protection must meet the applicable code requirements of all governmental agencies having jurisdiction, and Owners intending to install such hurricane protection must obtain and clearly post all permits prior to commencing installation. The maintenance, repair and replacement of hurricane protection are the sole responsibility of the Owner. Reasonable rules and regulations may be promulgated by the Board in furtherance of these hurricane protection provisions.

III. Article V is hereby amended to provide as follows:

No building or structure, wall, or swimming pool or other structure shall be placed upon the Property or any portion thereof, unless and until the plans and specifications therefor and the plot plan have been submitted to and approved in writing by the "Architectural Committee" (as hereinafter defined) of the Master Association and the ~~Board~~ Association. To comply with the relevant provisions of Chapter 720, Florida Statutes, as may be amended from time to time, proposed architectural plans, construction improvements and such other similar requests, plans and specifications submitted by, or on behalf of, an Owner and, to the extent the Association has not adopted published

guidelines and standards, then the standards to be used by the Association and the Master Association's Architectural Committee in reviewing any such request shall be in accordance with the location, size and appearance as exists in The Villas of Monterey. Each such building, swimming pool or other structure shall be placed on the Property only in accordance with the plans and specifications and plot plans so approved. All plans for structures shall be not less than 1/8" = 1' scale. An Architectural Review Form shall be obtained from the Master Association's office and submitted to the Architectural Committee prior to commencing work. Drawings and documents required for review to be submitted to the Architectural Committee along with the Architectural Review Form shall consist of the following, as may be applicable:

1. Site plan showing the present Residence and proposed addition, as well as any easements on the Lot, all outlines, setbacks, major trees over six (6") inches, drives, fences, and underground trench locations at a scale of 1" = 20'.
2. Floor plan(s).
3. Elevations of all sides of contemplated structure.
4. Summary specification list of proposed materials. All samples of exterior materials which cannot be adequately described shall be submitted to the Master Association's Architectural Committee.
5. Plan for landscaping and/or re-landscaping of affected areas of the Lot.
6. Permits obtained, as may be applicable, in accordance with governmental regulations.

Approval after review by the Master Association's Architectural Committee and the Board/Association of the above items will constitute a preliminary approval. Upon completion of construction documents, the Owner shall submit a landscape plan with the completed construction documents to the Master Association's Architectural Committee and the Board/Association. The final construction

documents and the landscape plans, constitute the documents for final review and approval.

As a part of this approval process, a certificate of ground poisoning for subterranean termites or other acceptable termite protection, acceptable to Terminix, or whoever may be carrying our termite insurance plan at the time, must be made part of the records of the Residence/Lot prior to final approval of the work to be done.

All work must be done by properly licensed and insured contractors with the required permits.

The refusal of the Master Association's Architectural Committee or the Board Association to approve any such plans and specifications may be based upon any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Master Association's Architectural Committee or the Board Association shall seem sufficient.

No alteration in the exterior appearance of the building a Residence shall be made without prior approval of the Master Association's Architectural Committee and the Board Association.

No previously approved building or other structure shall be used for any purpose other than that for which it was originally designated. No building or other structure shall be allowed to remain on the Property if it violates any of the covenants or restrictions of this Declaration, the Restrictions For Indian Spring recorded in Official Records Book 2522, Page 875 of the Public Records of Palm Beach County, Florida or the Covenants.

The Master Association's Architectural Committee shall be appointed in the manner set forth in Article IX of the By-Laws of the Master Association and shall control the specifications, architecture, design, appearance, elevation and location of (and landscaping around) all buildings of any type in Indian Spring, including any alteration, improvement, addition or change thereto. An Owner aggrieved by a decision of the Master Association's Architectural Committee shall have the right to make a written request to the Board of Directors of the Master Association, within thirty (30) days of such decision, that such decision be reviewed. The

determination of the Board of Directors of the Master Association upon such review shall be final.

IV. Article X is hereby amended to provide as follows:

A. The enforcement of this Declaration may be by a proceeding at law for damages or in equity to compel compliance with the terms hereof to prevent violation or breach of any of the covenants or terms herein. Enforcement may be by ~~Developer for so long as the Developer owns any Lot,~~ the Association and/or any group of ten (10) or more Owners, and should the party seeking enforcement be the prevailing party, then the person against whom enforcement has been sought shall pay reasonable attorneys' fees and costs at all trial and appellate levels to the prevailing party.

B. Pursuant to the relevant provisions of Chapter 720, Florida Statutes, as may be amended from time to time, the Board may suspend, for a reasonable period of time, the rights of any Owner and/or the Owner's tenant(s), guest(s), and/or invitee(s) to use the Common Areas, and may levy a reasonable fine, not to exceed \$100 per violation, against any Owner and/or the Owner's tenant(s), guest(s), and/or invitee(s) for any violation of the Governing Documents and/or Rules and Regulations of the Association, as they may be amended from time to time. Each day of a continuing violation shall be deemed a separate violation, and the fine shall continue to accrue at \$100 per day per violation, without limit (therefore may exceed \$1,000), until the violation(s) are brought into compliance. Without limitation of other lawful remedies, failure to satisfy any fine greater than \$1,000 may be collected in the same manner as a delinquent assessment.

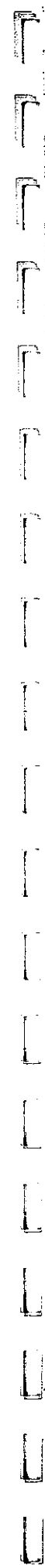
The rights of an Owner and/or the Owner's tenant(s), guest(s) and/or invitee(s) to use the Common Areas may be suspended and/or a fine may be levied against such Owner and/or such Owner's tenant(s), guest(s) and/or invitee(s) by the Board at a properly noticed meeting of the Board. However, the suspension or fine may not be imposed until the individual sought to be suspended or fined has had an opportunity to appear at a hearing before a Compliance Committee, which shall take place not sooner than fourteen (14) days from the date the notice of the hearing is mailed to the violating individual. Only if the Compliance Committee, by majority vote, approves the proposed suspension and/or

fine at such hearing can it be imposed. The suspension and/or fine is effective upon mailing or hand delivering written notice to the violating individual of the suspension and/or fine. Notwithstanding the effectiveness of the suspension and/or fine upon mailing, should the violating individual's behavior be corrected within three (3) days after written notice is mailed to the violating individual, the suspension and/or fine that is the subject of the written notice will be lifted and/or forgiven.

The suspension of the right of an Owner and/or the Owner's tenant(s), guest(s) and/or invitee(s) to use the Common Areas shall not apply to that portion of Common Areas used to provide access or utility services to such Owner's Lot and Residence and shall not impair the right of an Owner or tenant(s) of a Lot and Residence to have vehicular and pedestrian ingress to and egress from the Lot and Residence, including but not limited to, the right to park.

The Compliance Committee shall consist of at least three (3) Owners appointed by the Board, who are not officers, directors or employees of the Association or the spouse, parent, child, brother or sister of an officer, director or employee.

C. Pursuant to the relevant provisions of Chapter 720, Florida Statutes, as may be amended from time to time, if an Owner is more than ninety (90) days delinquent in the payment of any monetary obligation due to the Association, the Board may suspend the voting rights of such Owner for the nonpayment. A voting rights suspension shall be approved by the Board at a properly noticed Board meeting. Once approved by the Board, the Board shall notify the Owner of the voting rights suspension by mail or hand delivery. A voting interest which has been suspended may not be counted towards the total number of voting interests for any purpose, including but not limited to, the number of voting interests necessary to constitute a quorum, the number of voting interests required to conduct an election or the number of voting interests required to approve an action pursuant to the Governing Documents. The voting rights suspension shall end upon full payment of all monetary obligations currently due or overdue to the Association.



Prepared by and Return To:

Jeffrey Rembaum, Esquire
Kaye Bender Rembaum, PLLC
9121 N. Military Trail, Suite 200
Palm Beach Gardens, FL 33410

CFN 20150245067
OR BK 27642 PG 1333
RECORDED 07/01/2015 15:03:30
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1333 - 1335; (3pgs)

(Space Reserved for Clerk of Court)

**CERTIFICATE OF RECORDING FIRST AMENDMENT
TO THE AMENDED DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS FOR
THE VILLAS OF MONTEREY ASSOCIATION, INC.**

WHEREAS, the Declaration of Covenants, Restrictions and Easements for The Villas of Monterey Association, Inc. (f/k/a The Villas of Green Glen) is recorded in the Public Records of Palm Beach County, Florida, in Official Records Book 2900, at Page 991 (the "Initial Declaration"); and

WHEREAS, the Amended Declaration of Covenants, Restrictions and Easements for The Villas of Monterey Association, Inc. (f/k/a The Villas of Green Glen) is recorded in the Public Records of Palm Beach County, Florida, in Official Records Book 21745, at Page 855 (the "Amended Declaration"); and

WHEREAS, at a duly called and noticed meeting of the membership of The Villas of Monterey Association, Inc., a Florida not-for-profit corporation, held on February 16, 2015 and continued on April 15, 2015, the aforementioned Amended Declaration was amended pursuant to the provisions of said Amended Declaration.

NOW, THEREFORE, the undersigned hereby certifies that the following amendment to the Amended Declaration is a true and correct copy of the amendment as amended by the membership.

[Remainder of Page Blank Intentionally]



**FIRST AMENDMENT TO THE
AMENDED DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS
FOR
THE VILLAS OF MONTEREY ASSOCIATION, INC.**

Article XI of the Amended Declaration of Covenants, Restrictions and Easements for The Villas of Monterey Association, Inc. is hereby deleted in its entirety and replaced with the following:

ARTICLE XI

AMENDMENTS

A. **Amendment:** This Declaration may be amended only by the affirmative consent of a majority of the entire Board and the affirmative consent of two-thirds (2/3) of the voting interests of the Association present at a meeting of the Owners, or by limited proxy, at which a quorum is obtained.

B. **Effectiveness:** An amendment to this Declaration shall become effective and enforceable upon its recordation among the Public Records of Palm Beach County, Florida.

C. **Notice of Amendment:** Pursuant to section 720.306, Florida Statutes, as amended from time to time, within thirty (30) days after recording an amendment to this Declaration, the Association shall provide, via regular U.S. mail or electronic transmission, a copy of the amendment to the Owners. In lieu of providing a copy of the amendment to the Owners, the Association may provide, via regular U.S. mail or electronic transmission, written notice to the Owners within thirty (30) days after recording an amendment to this Declaration so long as (i) a copy of the proposed amendment was provided to the Owners prior to the vote to approve the amendment and (ii) the proposed amendment was not changed prior to such vote. Such written notice in lieu of providing copies shall provide the official book and page number of the recorded amendment and that a copy of the recorded amendment is available at no charge to the Owner upon written request to the Association.



WITNESS my signature hereto this 22nd day of June, 2015, at Boynton Beach, Palm Beach County, Florida.

WITNESSES

THE VILLAS OF MONTEREY ASSOCIATION, INC.

Judy Hanson
Signature

By: Hartley Ostrofsky
Hartley Ostrofsky, President

Judy Hanson
(PRINT NAME)

[CORPORATE SEAL]

[Signature]
Signature

Leo Solt
(PRINT NAME)

STATE OF FLORIDA)
COUNTY OF PALM BEACH) ss

The foregoing instrument was acknowledged before me this 22nd day of June, 2015, by **Hartley Ostrofsky**, as President of **The Villas of Monterey Association, Inc.**, a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me, or has produced _____ as identification and did take an oath.

Pamela Easton (Signature)
Pamela Easton (Print Name)

Notary Public, State of Florida at Large

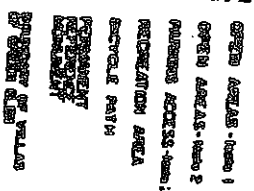




EXHIBIT A

PROPERTY PLAN





1. THE NUMBER OF THE CHILD ABUSE CASES REPORTED IN THE PAST 12 MONTHS COMPARED TO THE PREVIOUS 12 MONTHS. APPROXIMATELY 10% INCREASE IN THE PAST 12 MONTHS COMPARED TO THE PREVIOUS 12 MONTHS.
2. THE NUMBER OF CHILD ABUSE CASES REPORTED IN THE PAST 12 MONTHS COMPARED TO THE PREVIOUS 12 MONTHS. APPROXIMATELY 10% INCREASE IN THE PAST 12 MONTHS COMPARED TO THE PREVIOUS 12 MONTHS.
3. THE NUMBER OF CHILD ABUSE CASES REPORTED IN THE PAST 12 MONTHS COMPARED TO THE PREVIOUS 12 MONTHS. APPROXIMATELY 10% INCREASE IN THE PAST 12 MONTHS COMPARED TO THE PREVIOUS 12 MONTHS.

THE VILAS
GREEN GLEN



EXHIBIT B

AMENDED ARTICLES OF INCORPORATION OF
THE VILLAS OF MONTEREY ASSOCIATION, INC.

Please refer to the attached copy of the Amended Articles of Incorporation of the
Villas of Monterey Association, Inc.



**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
THE VILLAS OF MONTEREY ASSOCIATION INC.**

(A Florida Corporation Not-For-Profit)

In order to form a corporation not-for-profit under and in accordance with the provisions of Chapter 617, Florida Statutes, as may be amended from time to time, and Chapter 720, Florida Statutes, as may be amended from time to time, the undersigned hereby confirm a corporation as a not-for-profit corporation for the purposes and with the powers hereinafter set forth and to that end, we do, by these Amended and Restated Articles of Incorporation of The Villas of Monterey Association, Inc. (the "Articles"), certify and set forth the following:

ARTICLE I - DEFINITIONS

All initially capitalized terms used herein which are defined in the Amended Declaration of Covenants, Restrictions and Easements for The Villas of Monterey Association, Inc., recorded in the Official Records of Palm Beach County, Florida, Official Record Book 21745, Page 855 (the "Declaration"), and not otherwise defined herein, shall have the same meaning as set out in the Declaration, as amended from time to time.

ARTICLE II - NAME AND ADDRESS

The name of this corporation shall be THE VILLAS OF MONTEREY ASSOCIATION INC. (referred to hereinafter as the "Association"). The principal and mailing address of the Association is 5995 Bannock Terrace, Boynton Beach, Florida 33437.

ARTICLE III - PURPOSE

The purpose for which the Association is organized is to engage as a non-profit organization to own, operate, administer, manage, repair and/or maintain portions of The Villas of Monterey in accordance with the Governing Documents, to assess, collect and pay all Association Expenses necessary to perform its purpose and to carry out the covenants and enforce the provisions of the Governing Documents.

ARTICLE IV - POWERS

Without limitation, the Association shall have the following powers and shall be governed by the following provisions:

A. The Association shall have all of the common law and statutory powers of a Florida corporation not-for-profit which are not in conflict with the terms of the Governing Documents, including those powers under and pursuant to Chapter 617, Florida Statutes, as may be amended from time to time, and Chapter 720, Florida Statutes, as may be amended from time to time.

B. In addition to the foregoing, the Association shall have all of the powers reasonably necessary to implement its purpose, including but not limited to, the following powers:

(i) To make, adopt, establish, publish, amend and enforce reasonable rules and regulations of the Association governing The Villas of Monterey, including but not limited to the operation and use of the Common Areas and the Lots and the conduct of the Members and the Members' tenant(s), guest(s) and invitee(s) to the extent legally permissible;

(ii) To make, levy and collect assessments from the Members in their proportionate share of the monies required to defray the cost and expense of management, operation, repair, replacement and improvement of the Common Areas and such additional money as authorized by law and by the Governing Documents, as the Association may deem necessary from time to time, and to use and expend the proceeds of such assessments in the exercise of the powers and duties of the Association;

(iii) To administer, manage, operate, repair, maintain and replace the Common Areas and the improvements and personal property of the Association located within the Common Areas;

(iv) To maintain and repair the Lots, including without limitation, water sprinkler system, grass cutting, pest control and shrub trimming, through its duly authorized agents, servants and/or employees or by hiring an independent contractor(s) to perform said services upon a regular and continuous basis and billing the cost of all such expenses to the Members as part of the Association Expenses. Where a Member has made extensive alterations or additions to the basic landscaping, the cost of care for such plantings shall be determined between the Master Association's Architectural Committee, the Member and the Association's landscape contractor with the final approval of the Board. The Association shall not be held responsible for the loss of and subsequent replacement of any special plantings done by a Member;

(v) To construct and reconstruct improvements located within the Common Areas over which the Association has jurisdiction in the event of casualty or other loss thereof, and make further authorized improvements therein;

(vi) To enforce by legal means the provisions of the Governing Documents;

(vii) To retain independent contractors and professional personnel and entering into and terminating service, supply and management agreements and contracts, either on its own or through the Master Association at the sole discretion of the Board, to provide for the administration, management, operation, repair and maintenance of The Villas of Monterey and the portions of The Villas of Monterey over which the Association has jurisdiction, including the delegation to third parties of powers of the Board with respect thereto;

(viii) To hire and retain such employees, contractors and/or professionals as the Board may deem necessary to administer and carry out the services required for the proper operation of the Association;

(ix) To pay costs of all power, water, sewer and other utility services rendered to the portions of The Villas of Monterey over which the Association has jurisdiction and not billed to individual Members;

(x) To pay taxes and assessments which are or may become liens against any property located on the portions of The Villas of Monterey over which the Association has jurisdiction and assessing the same against the Members' Lots;

(xi) To purchase and carry insurance for the protection of the Association from and against any casualties and liability therefore with respect to the portions of The Villas of Monterey over which the Association has jurisdiction and in accordance with the Documents and for the protection of the Directors and Officers of the Association;

(xii) To perform any and all of the Association's duties and obligations to the Master Association with respect to The Villas of Monterey as may be properly delegated to the Association by the Master Association as set forth in the Declaration of Maintenance Covenants for Indian Spring recorded in the Public Records of Palm Beach County, Florida, Official Record Book 2522, Page 880, and the documents relating thereto and/or to enter into any service, management or other agreement and contracts with third parties to perform any of the duties or obligations so delegated.

ARTICLE V - MEMBERS

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

A. Membership in the Association shall be established by the acquisition of ownership of fee title to a Lot as evidenced by the recording of an instrument of conveyance amongst the Public Records of Palm Beach County, Florida.

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

C. Any member of the Association who conveys or loses title to a Lot by sale, gift, bequest, judicial decree or otherwise shall, immediately upon such conveyance or loss of title, no longer be a Member of the Association with respect to such Lot and shall lose his/her rights and privileges of being a Member of the Association resulting from ownership of such Lot.

D. Members shall be entitled to one (1) vote for each Lot owned in accordance with and in such manner as set forth in Section 3 of the By-Laws.

ARTICLE VI - TERM

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

ARTICLE VII - INITIAL SUBSCRIBERS

The names and residences of the initial subscribers to these Articles are as follows:

NAME

ADDRESS

Morton Wexler

8043 Northwest 8th Street
Plantation, Florida 33317

Jeanette M. Thomson

8043 Northwest 8th Street
Plantation, Florida 33317

Colin F. Lumb

8043 Northwest 8th Street
Plantation, Florida 33317

ARTICLE VIII - OFFICERS

The affairs of the Association shall be managed by a President, a Vice President, a Secretary and a Treasurer, and such other officers and assistant officers as may be designated by the Board from time to time in the Board's sole discretion, the powers and duties of which shall be designated by the Board as the Board deems necessary in its sole discretion, to manage the affairs of the Association, all of whom shall be members of the Board and shall serve at the pleasure of the Board. The following names and addresses of the current Officers who shall serve until their successors are duly elected in the manner provided in Section 6 of the By-Laws are as follows:

PRESIDENT	Hartley Ostrofsky	5995 Bannock Terrace Boynton Beach, FL 33437
VICE PRESIDENT	David Page	5995 Bannock Terrace Boynton Beach, FL 33437
SECRETARY	Mona Rubenstein	5995 Bannock Terrace Boynton Beach, FL 33437
TREASURER	James Demos	5995 Bannock Terrace Boynton Beach, FL 33437

ARTICLE IX - BOARD OF DIRECTORS

The business of the Association shall be managed and conducted by the Board consisting of not less than five (5) and no more than seven (7) Directors. The number of Directors on the Board may be set by the Board at a properly noticed Board meeting prior to the sending of the first notice of election. In the event the size of the Board is not determined by the Board prior to the first notice of election, then the Board shall consist of the same number of Directors as the previous Board for the forthcoming election. The manner by which the Directors are elected to the Board shall be as provided Section 4.2 of the By-Laws.

ARTICLE X - BY-LAWS

The By-Laws may be altered, amended or rescinded as provided therein; provided, however, that at no time shall the By-Laws conflict with these Articles or the Declaration. Any attempt to amend, alter or rescind contrary to these prohibitions shall be of no force or effect.

ARTICLE XI - INDEMNIFICATION

Each and every Director and Officer of the Association shall be indemnified by the Association against all costs, expenses and liabilities, including counsel fees at all trial and appellate levels, reasonably incurred by or imposed upon him in connection with any proceeding, litigation or settlement in which he becomes involved by reason of his being or

having been a Director or Officer of the Association, and the foregoing provision for indemnification shall apply whether or not such a person is a Director or Officer at the time such cost, expense or liability is incurred. Notwithstanding the above, in the event of any such settlement, the indemnification provisions provided in this Article XI shall not be automatic and shall apply only when the Board approves such settlement and reimbursement for the costs and expenses of such settlement as in the best interest of the Association, and in the event a Director or Officer admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the indemnification provisions of this Article XI shall not apply. The foregoing right of indemnification provided in this Article XI shall be in addition to and not exclusive of any and all right of indemnification to which a Director or Officer of the Association may be entitled under statute or common law.

ARTICLE XII - AMENDMENT

These Articles may be amended in the following manner:

A. Notice of the subject matter of a proposed amendment shall be included in the notice of the meeting at which such proposed amendment shall be considered.

B. A resolution adopting one or more proposed amendment(s) to these Amended and Restated Articles of Incorporation may be proposed by either the Board or by the Members. Except as elsewhere provided, such approvals of the Board must be by not less than seventy-five percent (75%) of the entire Board and not seventy-five percent (75%) of a quorum. Approvals of the Members must be by not less than a majority of the Members present at a meeting of the Members at which a quorum is present. Members may vote to approve a proposed amendment in person or by proxy at the meeting at which such amendment is to be considered and may also vote by written consent in lieu of a meeting pursuant to section 617.0721, Florida Statutes, as may be amended from time to time.

C. Notwithstanding any provision of this Article XII to the contrary, these Articles shall not be amended in any manner which shall amend, modify or affect any provisions, terms, conditions, rights and obligations set forth in the Declaration as the same may be amended from time to time in accordance with the provisions thereof.

D. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment to these Articles, which certificate shall be executed by the Officers of the Association with the formalities of a deed. An amendment to these Articles shall become effective upon filing such amendment with the Secretary of States and recordation of the certificate and amendment in the Public Records of Palm Beach County, Florida.

ARTICLE XIII - REGISTERED AGENT AND REGISTERED OFFICE

The name and address of the registered agent of the Association who shall serve until his/her successor is properly appointed by the Board of Directors shall be Kaye Bender Rembaum, PL, 1200 Park Central Boulevard, South, Pompano Beach, Florida 33064. The Association shall have the right to designate subsequent registered agents without amending these Amended and Restated Articles.

IN WITNESS WHEREOF, these Amended and Restated Articles of Incorporation were executed at Palm Beach County, Florida, the _____ day of _____, 2014.

Signed, Sealed and Delivered
in the presence of:

THE VILLAS OF MONTEREY
ASSOCIATION INC.
a Florida corporation, not-for-profit

Print Name: _____

By: _____
Hartley Ostrofsky, its President

Print Name: _____

Attest: _____
Mona Rubenstein, its Secretary

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

The foregoing Amended and Restated Articles of Incorporation were acknowledged before me this _____ day of _____, 2014, by Hartley Ostrofsky as President of The Villas of Monterey Association Inc., who is personally known to me or who produced _____ as identification and who did not take an oath.

My commission expires:

Notary Public
State of Florida at Large

ACCEPTANCE BY REGISTERED AGENT

Having been named to accept service of process for the above stated not-for-profit corporation at the place designated in these Amended and Restated Articles of Incorporation, the undersigned hereby agrees to act in this capacity and further agrees to comply with the provisions of all statutes relative to the proper and complete discharge of his duties.

Dated this ____ day of _____, 2014.

KAYE BENDER REMBAUM, PL

By: _____

Jeffrey Rembaum, Member

(Registered Agent)



EXHIBIT C

AMENDED BY-LAWS OF THE VILLAS OF
MONTEREY ASSOCIATION, INC.

Please refer to the attached copy of the Amended By-Laws of the Villas of
Monterey Association, Inc.



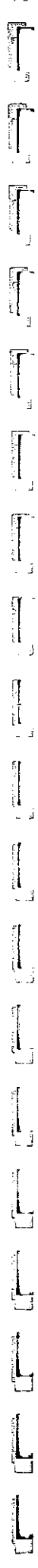
STATE OF FLORIDA - PALM BEACH COUNTY

I hereby certify that the
foregoing is a true copy
of the record in my office.

THIS 17th DAY OF March, 2007

SHARON R. BOCK
CLERK & COMPTROLLER

By [Signature]
DEPUTY CLERK



**AMENDED AND RESTATED
BY-LAWS
OF
THE VILLAS OF MONTEREY ASSOCIATION INC.**

Section 1. Identification of Association

1.1 These are the Amended and Restated By-Laws of The Villas of Monterey Association Inc. (the "By-Laws"), as duly adopted by the Board of Directors of the Association (the "Board") and its members. The Villas of Monterey Association Inc. (the "Association") is a corporation not-for-profit, organized pursuant to and under Chapter 617 of the Florida Statutes for the purpose, among other things, of administering, managing, operating and maintaining the residential community known as "The Villas of Monterey".

1.2 The office of the Association shall be for the present at 5995 Bannock Terrace, Boynton Beach, Florida 33437 and thereafter may be located at any place in Palm Beach County, Florida as may be designated by the Board in its sole discretion.

1.3 The fiscal year of the Association shall be from January 1 through December 31 of each year.

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

Section 2. Definitions

Unless otherwise defined herein, the words and phrases used in these By-Laws (which are identified by initial capital letters and quotation marks when used herein for the first time) shall have the same meanings herein as set forth in the Amended Declaration of Covenants, Restrictions and Easements for The Villas of Monterey Association Inc., recorded in the Official Records of Palm Beach County, Florida, Official Record Book 21745, Page 08555 (the "Declaration").

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

3.1 The qualification of the members of the Association (the "Members"), the manner of their admission to membership in the Association and the manner of the termination of such membership shall be as set forth in Article V of the "Articles".

3.2 Annual Members Meeting. The Members shall meet annually at the office of the Association or at such other place in Palm Beach County, Florida, as determined by the Board and as designated in the notice of such meeting on or before the third (3rd) Monday in the month of February of each year (the "Annual Members Meeting"). The purpose of an Annual Members Meeting shall be to hear reports of the officers, elect members of the Board (the "Director(s)") and to transact any other business authorized

to be transacted by the Members at such Annual Members Meeting. The chairperson of the Annual Members Meeting shall be the President, the Vice President or the President's designee.

3.3 Special Meeting of the Members. Special meetings of the membership shall be held at any place within Palm Beach County, Florida, whenever called by the President or Vice President of the Association or a majority of the Board. A special meeting must be called by the President or Vice President of the Association upon receipt of a written request from one-third (1/3) of the entire membership.

3.4 Notice. Written notice of the Annual Members Meeting shall be mailed, delivered or electronically transmitted to each Member entitled to vote thereat at his/her last known address, electronic mailing address or facsimile number as it appears in the official records of the Association not less than fourteen (14) days nor more than sixty (60) days prior to the date of such meeting. Written notice of a special meeting of the Members shall be mailed, delivered or electronically transmitted to each Member at his/her last known address, electronic mailing address or facsimile number as it appears in the official records of the Association not less than ten (10) days nor more than thirty (30) days prior to the date of a special meeting. All notices under this Section 3.4 shall state the date, time and location of the meeting being called, shall provide an agenda for which the meeting is called as set out in Section 3.4.1 below and shall be signed by an officer of the Association. Members desiring to receive notice by electronic transmission shall provide written consent to the Association to receive notice by electronic transmission. Proof of mailing, delivering or electronic transmission of notice shall be given by the affidavit of the person who mailed or delivered such notice; such affidavit shall be then be maintained among the official records of the Association. All notices under this Section 3.4 shall be conspicuously posted within The Villas of Monterey at a location designated by the Board, in its sole discretion, not less than fourteen (14) days prior to a special meeting of the Members or an Annual Members Meeting.

3.4.1 Order of Business. Subject to the applicable provisions of Section 6.5.1 of these By-Laws, the order of business at the Annual Members Meeting and as far as practical at other meetings of the Members shall be as follows:

- (i) Calling of the roll and certifying of proxies.
- (ii) Proof of notice of meeting.
- (iii) Reading and disposal of any unapproved minutes.
- (iv) Reports of officers.
- (v) Reports of committees.
- (vi) Election of inspectors of elections.
- (vii) Election of Directors.
- (viii) Unfinished business.
- (ix) New Business.
- (x) Adjournment.

3.5 Quorum and Decisions. A quorum of the Members shall consist of thirty percent (30%) of the entire membership of persons entitled to cast a vote. Matters approved by a majority of the Members present at a meeting, in person or by proxy, at which a quorum has been attained shall constitute the official acts of the Members, except as otherwise specifically provided by law or the "Governing Documents". Members shall be entitled to one (1) vote for each "Lot" owned subject only to the Association's right to suspend and Member's right to vote for the nonpayment of any monetary obligation due to the Association that is more than ninety (90) days delinquent in accordance with the relevant provisions of Chapter 720, Florida Statutes, as may be amended from time to time. Unless otherwise prohibited by the Governing Documents, Members may vote in person, by limited proxy or by written consent in lieu of a meeting pursuant to the relevant provisions of Chapter 617, Florida Statutes, as amended from time to time.

3.6 Adjourned Meetings. If at any meeting of the membership there shall be less than a quorum present, the majority of those Members present may adjourn the meeting, from time to time, to a date, time and location certain in order to achieve the necessary quorum. Any business which might have been transacted at a meeting of the Members as originally called may be transacted at any adjourned meeting thereof. In the event the adjourned meeting is the Annual Members Meeting at which new Directors are to be elected, the then existing Directors shall remain on the Board until new Directors are elected or appointed.

3.7 Minutes. Minutes of all meetings of the Members shall be kept in a businesslike manner and be available for inspection by the Members, after such minutes have been reviewed and approved by the Board.

3.8 Proxies. A proxy is an instrument containing the appointment of a person who is substituted by a Member to cast such Member's vote in the Member's place. A Member's vote cast by proxy shall only be cast by limited proxy; however, general proxies may be used in order to achieve a quorum of the Members. All proxies shall (i) be in writing, (ii) provide the date on which the proxy was given, (iii) provide the date, time and location of the meeting for which the proxy is given, (iv) be signed by the Member authorized to give such proxy and (v) be filed with the Secretary before or at the appointed time of the meeting, and, in any event, prior to the motion to close the balloting process, in order to be effective. Limited proxies shall additionally provide the Member's vote for such specific items as are being voted upon by the Members at the meeting for which the limited proxy is given. If the proxy expressly provides, any proxy holder may appoint, in writing, a substitute to act in the proxy holder's place. All proxies shall be valid only for the particular meeting designated therein and any adjournment thereof. The proxy holder, or substitute proxy holder, must personally attend the meeting for which such proxy is given in order for such proxy to be valid. Any proxy may be revoked by the Member giving the proxy; in any event, all proxies automatically expire ninety (90) days after the date of the meeting for which the proxy was originally intended. Proxies shall not be used for the election of Directors to the Board.

3.9 Voting Certificates. All voting certificates issued pursuant to this Section 3.9 shall be filed with the Secretary of the Association.

3.9.1 Lot Owned by One (1) Person. A Member who is the only fee simple title holder to a Lot shall cast the vote for such Lot, and no voting certificate shall be required.

3.9.2 Lot Owned by More than One (1) Person. If a Lot is owned by more than one (1) person, a voting certificate designating either "Owner" as the Member entitled to cast the vote for their Lot and signed by both Owners of the Lot is not required but is permitted. If such voting certificate is not provided, then either Owner may cast the vote for their Lot; however, only one (1) vote is permitted. If both Owners vote, then their two (2) votes are not counted.

3.9.3 Lot Owned by Husband and Wife. If a Lot is owned by husband and wife, a voting certificate designating either the husband or the wife as the Member entitled to cast the vote for their Lot and signed by both the husband and wife is not required but is permitted. If such voting certificate is not provided, then either the husband or the wife may cast the vote for their Lot; however, only one (1) vote is permitted. If both husband and wife vote, then their two (2) votes are not counted.

3.9.4 Lot Owned by an Entity. If a Lot is owned by a corporation, partnership, trust, estate or other similar entity, the person of such corporation, partnership, trust, estate or other similar entity entitled to cast the vote for such Lot shall be designated in a voting certificate signed by the corporation's president, all members of the partnership, the trustee, the personal representative of the estate or other authorized signatory as the context so requires.

Section 4. Board of Directors; Directors' Meetings

4.1 The business of the Association shall be managed and conducted by the Board consisting of not less than five (5) and no more than seven (7) Directors. The number of Directors on the Board may be set by the affirmative vote of two-thirds (2/3rds) of the Board at a properly noticed Board meeting prior to the sending of the first notice of election. In the event the size of the Board is not determined by the Board prior to the first notice of election, then for purposes of the forthcoming election, the Board shall consist of the same number of Directors as the previous Board.

4.2 Term and Compensation. Directors elected to the Board as the previous terms expire shall serve for two (2) year staggered terms. The term of each Director's service shall extend until the natural expiration of such Director's term at which point such Director's successor is duly elected, until the Director is earlier removed from such service, or until his/her Board membership is terminated in the manner elsewhere provided herein. Subject to the relevant provisions of Chapter 720, Florida Statutes, as amended from time to time, Directors shall not directly receive any compensation from the Association for the performance of his/her duties as a Director. Notwithstanding the

foregoing, the Board may employ a Director as an employee of the Association, subject to the requirements of Chapter 720, Florida Statutes, as amended from time to time.

4.3 Election of Directors. The election of Directors shall be conducted in the following manner:

4.3.1 The election of Directors shall be held at the Annual Members Meeting.

4.3.2 First Notice of Election. At least sixty (60) days before a scheduled election, the Association shall mail, deliver or electronically transmit to each Member entitled to a vote, a first notice of the date of the election.

4.3.3 Candidacy of Members. Any Member desiring to be a candidate for the Board shall provide written notice of his/her intent to be a candidate to the Association at least forty (40) days prior to the scheduled election. Such notice shall be effective upon receipt of same by the Association. No nominations shall be permitted past such date, and no nominations shall be permitted from the floor of the meeting at which the election is being conducted. Pursuant to the relevant provisions of Chapter 720, Florida Statutes, as amended from time to time, a Member who is delinquent in the payment of any monetary obligation to the Association for more than ninety (90) days is not eligible for candidacy; additionally, a Member who has been convicted of any felony in the State of Florida or in a United States District or Territorial Court, or has been convicted of any offense in another jurisdiction which would be considered a felony if committed in the State of Florida, is not eligible for candidacy unless such felon's civil rights have been restored for at least five (5) years as of the date on which such Member seeks election to the Board. The validity of any action by the Board is not affected if it is later determined that a Director was ineligible for candidacy or Board membership at the time of such Director's election to the Board.

4.3.4 Second Notice of Election. Pursuant to Section 3.4 of these By-Laws and not less than fourteen (14) days prior to the scheduled election, the Association shall mail or deliver a second notice of the election to all Members entitled to vote, together with a ballot as that lists all candidates in alphabetical order by surname, an outer envelope, a smaller inner envelope and, if applicable, a candidate's information sheet, subject to the provisions of Section 4.3.5 below.

4.3.5 Candidate Information Sheet. Upon the timely written request of a candidate, the Association shall include an information sheet of the requesting candidate with the second notice of election. Such information sheet shall be no larger than a single side of an eight and one half inches by eleven inches (8½" by 11") sheet of paper and shall be provided to the Association by the candidate at least thirty-five (35) days prior to the election. The information sheet may describe the candidate's educational background, employment experience and/or any other qualifications the candidate deems relevant to his/her service on the Board. The Association shall not be liable for the contents of the information sheets prepared by the candidates. In order to

reduce costs, the Association may print or duplicate the information sheets on both sides of a sheet of paper.

4.3.6 Ballots. Elections shall be decided by a plurality of ballots cast. Once a ballot is appropriately completed, the completed ballot shall be placed in the smaller inner envelope, which shall then be sealed. The smaller inner envelope shall be placed within the outer larger envelope, which shall then be sealed. Each inner envelope shall contain only one (1) completed ballot; however, if a voter is entitled to cast more than one (1) ballot, the separate inner envelopes may be enclosed within a single outer envelope. The failure to place a completed ballot within an inner envelope shall not invalidate the completed ballot. The outer envelope shall provide the name of the voter, identification of the Lot(s) being voted by mailing address or Lot number and a space for the voter to place his/her signature, which the voter must sign. The envelope shall then be mailed or hand delivered to the Association which shall secure all envelopes in a safe location until the envelopes are transported to the location of the election. Upon receipt of the envelope by the Association, no ballot may be rescinded or changed. No outer or inner envelope shall be opened prior to a motion to close the balloting process at the Annual Members Meeting at which the election is held. Notwithstanding the foregoing, the Association may verify the name of the voter, identification of the Lot(s) being voted by mailing address or Lot number and the signature of the voter on the outer envelope against the list of qualified voters in advance of the Annual Members Meeting at a properly noticed meeting of the Board, which shall be open to all Owners and which shall be held not sooner than one (1) day prior to the election. At such verification meeting, the voters shall be checked off on the list of qualified voters as having voted, and no envelopes shall be opened. Any outer envelope not signed by the eligible voter shall be marked "Disregarded" or with words of similar import, and any ballots contained therein shall not be counted. Such verification shall be conducted by an impartial committee designated by the Board whose members shall not include the candidates, Directors, officers or the spouses of the candidates, Directors or officers.

4.3.7 Conduct of the Election. At the Annual Members Meeting at which the election is held, the Association shall have available additional blank ballots, inner envelopes and outer envelopes for distribution to the eligible voters who have not cast their votes. Completed ballots not yet cast shall then be collected by an "Election Committee", and no further ballots shall be cast. The Election Committee shall be appointed by the Board during the Annual Members Meeting immediately prior to the collection of the ballots, and the members of the Election Committee shall not be the candidates, Directors, officers or the spouses of the candidates, Directors or officers. In the presence of the Members in attendance, the signature and identification of Lot(s) on the outer envelope shall be checked against a list of qualified voters. Any outer envelope which is not signed by the eligible voter or which does not identify the Lot(s) being voted shall be marked "Disregarded" or with words of similar import, and any ballots contained therein shall not be counted. Once the voters have been checked off on the list as having voted, all inner envelopes shall be first removed from the outer envelopes and shall be placed into a receptacle. Once all inner envelopes are removed

from the outer envelopes, the inner envelopes shall then be opened, and the ballots therein shall be removed and tallied in the presence of the Members in attendance. All envelopes and ballots, whether disregarded or not, shall be retained with the official records of the Association. Once the ballots have been tallied, those candidates who have been elected to the Board shall be immediately announced.

4.3.8 Election by Acclimation. Unless more candidates are nominated for an election than there are available positions on the Board, an election is not required. In such event, the candidates will be seated on the day of the Annual Members Meeting.

4.3.9 Election Challenge. Pursuant to the relevant provisions of Chapter 720, Florida Statutes, as amended from time to time, any challenge to the election process shall be commenced within sixty (60) days after the election results are announced.

4.4 Organizational Meeting. The organizational meeting of a newly elected Board shall be noticed to take place immediately following the Annual Members Meeting. In the event the organizational meeting of a newly elected Board is not held immediately after the Annual Members Meeting, the organizational meeting of a newly elected Board shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected. No further notice of the organizational meeting shall be necessary. The singular instance in which the Board may vote by secret ballot shall be for the election of officers.

4.5 Certification of Directors. All Directors shall be certified pursuant to the relevant provisions of Chapter 720, Florida Statutes, as may be amended from time to time. The written certification or educational certificate is valid for the uninterrupted tenure of the Director and shall be kept among the Association's official records for five (5) years after such Director's election or appointment. Any Director who does not timely file the written certification or educational certificate shall be suspended from the Board until he/she complies with the requirement. The Board may temporarily fill the vacancy during the period of suspension.

4.6 Director Resignation and Disqualification.

4.6.1 Any Director may resign at any time by providing written notice of such resignation to the Board, delivered to the President or the Secretary. Such written notice of resignation shall be effective upon receipt, unless a later date is provided in the written notice of resignation, upon such later date, the resignation shall become effective.

4.6.2 Any Director shall be disqualified for any manner as provided by the relevant provisions of Chapter 720, Florida Statutes, as amended from time to time, creating a vacancy in the office to be filled in the manner provided herein.

4.6.3 Pursuant to the relevant provisions of Chapter 720, Florida Statutes, as may be amended from time to time, any Director who is more than ninety (90) days delinquent in the payment of any monetary obligation due to the Association shall be deemed to have abandoned the office, creating a vacancy in the office to be filled in the manner provided herein.

4.6.4 To the extent legally permissible, any Director who fails to attend, in person or by telephone, a total of three (3) or more properly noticed meetings of the Board during any year of such Director's term without the prior consent of the President shall be deemed to have abandoned the office, upon motion and approval of such abandonment by the Board, creating a vacancy in the office to be filled in the manner provided herein. Any Director may appeal the President's denial of his/her request for an excused absence to the Board at the next meeting of the Board at which such Director is present; the majority vote of the Board shall definitely determine whether or not such absence shall be excused.

4.7 Director Recall. Any Director may be removed, with or without cause, by the affirmative vote of a majority of the votes of the entire membership of the Association at a special meeting of the Members called for that purpose or as otherwise provided by Chapter 720, Florida Statutes, as amended from time to time. Notice for such special meeting of the Members shall not be electronically transmitted. Prior to a Director's removal from office, he/she shall be notified, in writing, twenty (20) days prior to the special meeting of the Members at which such removal will be considered, and such Director shall be given an opportunity to be heard at such meeting should he/she be present. If less than a majority of the Board is removed, the vacancy shall be filled by the affirmative vote of a majority of the remaining Directors. If a majority or more of the Board is removed, the vacancies shall be filled by the Members voting in favor of the recall; if removal is at a meeting, any vacancies shall be filled by the Members at the meeting. If the recall occurred by agreement in writing or by written ballot, Members may vote for replacement Directors in the same instrument in accordance with the relevant provisions of Chapter 720, Florida Statutes, along with procedural rules adopted by the Division of Florida Condominiums, Timeshares, and Mobile Homes, as amended from time to time.

4.8 Vacancies. Except as to vacancies created pursuant to Section 4.6 of these By-Laws, vacancies in the Board shall be filled by the affirmative vote of the majority of the remaining Directors, even if the remaining Directors constitute less than a quorum, or by the sole remaining Director. A Director elected or appointed pursuant to this Section 4.8 shall have all of the rights, privileges, duties and obligations as a Director elected at an Annual Members Meeting and shall serve for the unexpired term of the vacancy being filled.

4.9 Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by the Board. Special meetings of the Board may be called at the direction of the President or the Vice President. Special meetings must be called by the Secretary at the written request of one-third

(1/3) of the Directors.

4.10 Notice. Notice for all meetings of the Board shall be conspicuously posted within The Villas of Monterey at least forty eight (48) hours in advance of such meeting, except in the event of an emergency. All notices shall provide the date, time and location of the Board meeting being called and provide an agenda as set out in Section 4.10.1 below. A notice for a Board meeting at which an assessment may be levied shall include a statement that assessments will be considered and the nature of the assessments. Notice of any meeting at which special assessments will be considered or at which amendments to rules regarding Lot use will be considered must be mailed, delivered or electronically transmitted to the Members and conspicuously posted within The Villas of Monterey at least fourteen (14) days prior to the meeting.

4.10.1 Order of Business. Subject to the applicable provisions of Section 6.5.1 of these By-Laws, the order of business at meetings of the Board shall be as follows:

- (i) Calling of the roll.
- (ii) Proof of notice of meeting.
- (iii) Reading and disposal of any unapproved minutes.
- (iv) Reports of officers.
- (v) Reports of committees.
- (vi) Unfinished business.
- (vii) New Business.
- (viii) Adjournment.

4.11 Quorum and Decisions. A quorum of the Board shall consist of a majority of the entire Board. Matters approved by a majority of the Directors present at a meeting at which a quorum is present shall constitute the official act of the Board, except as otherwise specifically provided by law, by any of the Governing Documents or as elsewhere provided herein. If at any meetings of the Board there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. Any business which might have been transacted at a meeting of the Board as originally called may be transacted at any adjourned meeting thereof. In the case of the adjournment of a meeting, notice to the Directors of such adjournment shall be as determined by the Board.

4.12 Presiding Officer. The presiding officer at Board meetings shall be the President. In the absence of the President, the Vice President shall preside; in the absence of both the President and the Vice President, the Directors present shall designate a Director in attendance to preside.

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

4.14 Member Attendance. Subject to the relevant provisions of Chapter 720, Florida Statutes, as amended from time to time, members have the right to attend all meetings of the Board. No tenants or guests are permitted to attend any meeting of the Board unless otherwise specifically approved by the Board.

4.15 Member Participation. Members in attendance at a Board meeting shall be entitled to speak for a maximum of three (3) minutes only as to the designated agenda items prior to the Board's vote on such designated agenda items and in such manner as determined by the Board. All Member statements must be made in a respectful and businesslike manner and must be directed to the Board. In the event that a Member conducts himself/herself in a manner detrimental to the carrying on of a meeting, the Board may expel such Member from the meeting by any reasonable means which may be necessary to accomplish such an expulsion. The Board may adopt such other written reasonable rules governing the frequency, duration and other manner of Member statements as it deems appropriate.

Section 5. Powers and Duties of the Board of Directors

All of the powers and duties of the Association, including those under the Governing Documents, Chapter 720, Florida Statutes, as may be amended from time to time, and Chapter 617, Florida Statutes, as may be amended from time to time, shall be exercised exclusively by the Board unless otherwise specifically delegated to the Members. Without limitation, such powers and duties are more fully set out in the Articles of Incorporation.

Section 6. Officers of the Association

6.1 The officers of the Association shall be a President, a Vice President, a Treasurer and a Secretary and such other officers and assistant officers as may be designated by the Board from time to time in the Board's sole discretion, the powers and duties of which shall be designated by the Board as the Board deems necessary, in its sole discretion, to manage the affairs of the Association (collectively, the "Officers" or singularly, the "Officer"). All Officers shall be members of the Board and shall serve at the pleasure of the Board. An individual Officer may hold more than one (1) office; however, the President shall not also be the Treasurer. Additionally, no individual Officer shall sign an instrument nor perform an act in the capacity of more than one (1) office.

6.2 Election of Officers. Officers shall be elected from time to time by the affirmative vote of a majority of the Directors present at any Board meeting at which a quorum is present.

6.3 Removal, Resignation and Disqualification of Officers. Any Officer may be removed from office, with or without cause, by the affirmative vote of a majority of the Directors present at any Board meeting at which a quorum is present. Without limitation of other lawful remedy, Section 4.5.1, Section 4.5.2 and Section 4.5.3 of these By-Laws

regarding the resignation and disqualification of Directors shall also apply to Officers.

6.4 Officer Compensation. Subject to the relevant provisions of Chapter 720, Florida Statutes, as amended from time to time, Officers shall not directly receive any compensation from the Association for the performance of his/her duties as an Officer.

6.5 Duties of Officers. The Officers of the Corporation shall perform the duties of such offices customarily performed by officers of like corporations in the State of Florida, including, but not limited, to the following:

6.5.1 The President shall be the chief executive officer of the Association and shall have all of the powers and duties which are usually vested in the office of a president. The President shall ensure that all orders and resolutions of the Board are carried out and shall sign all notes, checks, leases and all other written instruments upon approval of the Board. The President shall appoint such committees from among the Members from time to time, as the President may determine appropriate, in his/her sole discretion, to assist in the conduct of the affairs of the Association. The President shall set the agenda for all meetings of the Board and all meetings of the Members in consultation with the Officers and Directors; in the event a requested agenda item is not added to an agenda, a motion may be made at any meeting of the Board to include the requested agenda item at the next meeting and such agenda item shall then be placed on the next Board meeting agenda, upon the affirmative vote of a majority of the Board.

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

6.5.3 The Secretary shall keep the minutes of all meetings of the Board and of the Members, which minutes shall be kept in a businesslike manner and shall be available for inspection at the office of the Association by Members and Directors at all reasonable times. The Secretary shall have custody of the seal of the Association and shall affix same to instruments requiring such seal when duly authorized and directed by the Board to do so. The Secretary shall keep the records of the Association, except those of the Treasurer; and shall perform all duties incident to the office of a secretary.

6.5.4 The Treasurer shall have the responsibility to arrange for the custody of the property of the Association, including without limitation the Association's funds, securities and evidences of indebtedness. The Treasurer shall coordinate with the Association's accountant to ensure that full and accurate accounts of receipts and disbursements are kept in accordance with generally accepted accounting principles and shall maintain the substantiating documents thereto, all of which shall be official records of the Association. The Treasurer shall prepare and provide to the Board monthly reports regarding the Association's finances and shall perform all duties incident to the office of a treasurer.

Section 7. Accounting Records; Fiscal Management

7.1 The Board shall adopt an annual budget of the anticipated expenses of the Association for each forthcoming fiscal year at a meeting of the Board called for that purpose (the "Budget Adoption Meeting").

7.2 A proposed budget shall be prepared by or on behalf of the Board, which budget shall include, but not be limited to, those items of Association Expenses as set forth in Article VIII of the Declaration. Thirty (30) days prior to the Budget Adoption Meeting, a copy of the proposed budget shall be mailed or electronically transmitted to each Member at the Member's last known address, electronic mailing address or facsimile number as shown on the books and records of the Association. After the budget has been adopted by the Board at the Budget Adoption Meeting, a copy of the adopted budget shall be mailed or electronically transmitted to each Member at the Member's last known address, electronic mailing address or facsimile number as shown on the books and records of the Association within thirty (30) days after the Budget Adoption Meeting. In lieu of mailing or electronically transmitting a copy of the adopted budget, the Association shall mail or electronically transmit to each Member at the Member's last known address, electronic mailing address or facsimile number as shown on the books and records of the Association written notice that a copy of the adopted budget is available upon request at no charge to the requesting Member. The monthly assessment amount as provided by the adopted budget shall be due fifteen (15) days from such mailing or electronic transmission, unless otherwise provided by the Board.

7.3 No Board shall be required to anticipate revenue from assessments or expend funds to pay for Association Expenses not included in the budget or which exceed budgeted amounts, and no Board shall be required to engage in deficit spending. Should there exist any deficiency which results from there being greater Association Expenses than income from assessments, then such deficits shall be carried into the next year's budget as a deficiency or shall be the subject of a special assessment to be levied by the Board as otherwise provided in Article VIII of the Declaration.

7.4 The depository of the Association shall be such bank(s) or other financial institution(s) as shall be approved and designated from time to time by the Board in which the monies of the Association shall be deposited. Withdrawal of monies from such depository shall be only by checks signed by such persons as are authorized by the Board.

7.5 In administering the finances of the Association, the following procedures shall govern: (i) the fiscal year shall be as set forth in Section 1.3 hereof; (ii) any income received by the Association in any fiscal year may be used by the Association to pay expenses incurred by the Association in the same fiscal year; (iii) there shall be apportioned between fiscal years on a pro rata basis any expenses which are prepaid in any single fiscal year for Association Expenses which cover more than such fiscal year; (iv) assessments shall be made not less frequently than monthly in amounts not less

than are required to provide funds in advance for payment of all of the anticipated current operating expenses and for all unpaid operating expenses previously incurred; and (v) Association Expenses incurred in a fiscal year shall be charged against income for the same fiscal year regardless of when the bill for such Association Expenses is received. The receipts and expenditures of the Association shall be accredited and charged to an account under such classifications as the Board shall deem appropriate to facilitate orderly accounting procedures. Any provision to the contrary notwithstanding, assessments shall be of sufficient magnitude to insure the adequacy and availability of cash to meet all budgeted expenses in any fiscal year as such expenses are incurred.

7.6 The Association shall use a method of accounting which shall conform to good accounting practices, which shall be open to inspection by Members or their authorized representatives at reasonable times in the manner set forth in the relevant provisions of Chapter 720, Florida Statutes, as amended from time to time.

7.7 Within ninety (90) days after the end of the fiscal year, the Association shall prepare and complete, or contract with a third party for the preparation and completion of, a financial report for the preceding fiscal year in accordance with Chapter 720, Florida Statutes, as amended from time to time. Within twenty-one (21) days after the final financial report is completed by the Association or received from the third party, but not later than one hundred twenty (120) days after the end of the fiscal year, the Association shall provide each Member with a copy of the annual financial report or a written notice that a copy of the financial report is available upon request at no charge to the Member.

Section 8. Rules and Regulations

The Board may, at a properly noticed meeting of the Board, adopt reasonable rules and regulations for the operation of The Villas of Monterey, or amend or rescind any such existing rules and regulations; provided, however, that such rules and regulations shall not be inconsistent with any of the terms or provisions of any of the Governing Documents. Copies of any rules and regulations as promulgated, amended or rescinded by the Board shall be mailed or electronically transmitted to all Members at the last known address, electronic mailing address or facsimile number of the Members as shown on the books and records of the Association and shall not take effect until forty-eight (48) hours after such mailing.

Section 9. Parliamentary Rules

Robert's Rules of Order (latest edition) shall govern the conduct of meetings of the Members and meetings of the Board when not in conflict with the Governing Documents, Chapter 720, Florida Statutes, as amended from time to time, and Chapter 617, Florida Statutes, as amended from time to time.

Section 10. Amendment of the By-Laws

These By-Laws may be amended in the following manner:

10.1 Notice of the subject matter of a proposed amendment shall be included in the notice of the meeting at which such proposed amendment shall be considered.

10.2 A resolution adopting a proposed amendment to these By-Laws may be proposed by either the Board or by the Members. Approvals of the Board must be by not less than seventy-five percent (75%) of the entire Board (not a majority of a quorum). Approvals of the Members must be by not less than a majority of the Members present at a meeting of the Members at which a quorum is present. Members may vote to approve a proposed amendment in person or by proxy at the meeting at which such amendment is to be considered and may also vote by written consent in lieu of a meeting pursuant to the relevant provisions of Chapter 617, Florida Statutes, as may be amended from time to time.

10.3 Provided, however, that no amendments shall discriminate against any Owner or against any Lot or class or group of Lots unless the Owners so affected shall consent. For clarification purposes, no part of these By-Laws shall be interpreted to prohibit different levels of assessments based on services provided as further set out in the relevant provisions of Chapter 720, Florida Statutes, as may be amended from time to time.

10.4 A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment to these By-Laws, which certificate shall be executed by the Officers of the Association with the formalities of a deed. An amendment to these By-Laws shall become effective upon recordation of the certificate and amendment in the Public Records of Palm Beach County, Florida, and not sooner than three (3) days after sending a recorded copy of such amendment to the membership of the Association.

[Remainder of this page intentionally left blank]

The foregoing were adopted as the Amended and Restated By-Laws of The Villas of Monterey Association Inc., a Florida not-for-profit corporation at a meeting of the membership on the ____ day of _____, 2014.

Signed, Sealed and Delivered
in the presence of:

THE VILLAS OF MONTEREY
ASSOCIATION INC.
a Florida corporation, not-for-profit

Print Name: _____

By: _____
Hartley Ostrofsky, its President

Print Name: _____

Attest: _____
Mona Rubenstein, its Secretary

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by Hartley Ostrofsky, as President of The Villas of Monterey Association Inc., a Florida corporation, not-for-profit, who is personally known to me or produced _____ as identification and did not take an oath.

Notary Public, State of Florida

Print Name of Notary Public

My Commission Expires:



EXHIBIT "D"

VILLAS OF MONTEREY HOMEOWNER'S ASSOCIATION, INC.

RULES AND REGULATIONS WE LIVE BY

ADOPTED, SEPTEMBER 18th, 2014 &

AMENDED MARCH 18, 2015

Rules and Regulations We Live By are guidelines that are established in the community for the benefit of all homeowners. Compliance is essential for a harmonious atmosphere in the community. After due notice, fines or Board Action may be imposed for any violation of the Rules and Regulations as determined by the Association. New Owners and Renters must sign a form that they have read and will abide by the Rules and Regulations We Live By, as published.

SECTION I SALES AND RENTALS:

REVISED March 18, 2015

1. The Master Association is Housing for Older Persons" community in accordance with Federal and state law. All owners, tenants and residents are subject to the requirements of the Master Association inclusive of the Villas of Monterey. Applicants will not be allowed to reside within a unit unless that unit will be occupied by at least one person age 55 or older and in all events, such persons must be eighteen (18) years or older.
2. You must own your own home for one (1) year before it can be leased or rented. Homes may not be leased for less than four (4) months and may not be leased or rented for more than once during any twelve-month (12) period subject to Board approval.
3. An Owner shall not lease or rent his/her Residence during the first year of ownership. No residence may be leased or rented for a period of less than four (4) months and may not be so leased or rented more than once in any twelve (12) month period. Notwithstanding the foregoing, the Board may, in its sole discretion, waive the foregoing lease restriction base upon the unique circumstances of the Owner and /or intended tenant(s). No owner may lease or rent their Residence and no intended tenant(s) may occupy a residence without the prior written approval of the Association. No residence may be subleased. Additional approval of lease or rent approval of lease or rent applications may be required.

4. Leasing or Renting: Notice to Lease or Rent must be provided by the Owner to the Association at least thirty (30) days prior to the date of such transaction in writing. A provided form shall include the names and addresses of applicant and a copy of the proposed lease or rental agreement. A copy of the Rules and Regulation We Live BY shall be provided. The Association shall have the right to terminate the lease upon default by the tenant(s) in observing any of these Rules and Regulations or any other applicable provision of any of the Associations documents. The association may hold the owner responsible for any damages to the common areas caused by tenant(s) or for any violations of our Rules and Regulations We Live By.

5. A resale or a lease application fee shall not exceed \$100 per applicant or otherwise as stated in the statutes, to be used for the purposes of the lease application, including but not limited to background checks.

6. Guests: Guests shall be those individuals who are not owners or tenants and occupy a Residence for a period of less than thirty (30) days cumulatively in a calendar year. Owners must register their guest with the Association prior to occupancy of such guests. Guests residing in a Residence for a period greater than thirty (30) days will be deemed holdover occupants of said Residence and therefore, must meet the requirements of this Section.

7. Single Family Homes: Each unit shall be considered and used solely as a single-family residence. An owner(s) living within the family occupied residence and having a Non-Related guest occupant, must first be approved by the association. No more than one than one occupant per unit will be allowed. Rules and Regulations and the associations documents shall apply. No commercial or business occupations may be conducted on any residential property.

8. No prospective tenant may take occupancy of the Lot prior to the Board approval of the lease. Only those individuals approved by the Board in advance, in writing may occupy the lot under the lease. The Board may require a phone or a personal interview with the prospective tenant(s). If the association does not approve or disapprove the lease within thirty (30) days, the lease or rental agreement shall be deemed approved.

9. Delinquent in Payment of Assessments Which is Occupied by Tennant: The Association will require the tenant to pay the rent to the association if the owner of the unit being rented was delinquent in paying any monetary obligation to the association.

10. A refundable security deposit of \$1,000 must be paid to the association by an Owner who leases or rents his/her Residence. The security deposit may be used to repair any damage to common area or other property owned by the Association and/or satisfies any delinquent monetary obligation to the Association.

11. No Lot Owner may lease his or her Lot if delinquent in any assessment payment or in violation of the Declaration or By-Laws or Rules and Regulations of the Association resulting from acts or omissions of tenant(s) and/or their guests.

12. All sales and rentals must have approval by the Board of Directors. Persons previously approved for seasonal rentals by the board need not be approved again.

13. Advertising signs are not allowed within the association inside or outside of any home or vehicle or window or on any common area.

14. The cost of any action incurred by the Association to terminate any lease or remove any occupants in possession under an unapproved lease, including attorney's fees, will be the obligation of the owner and deemed to be a special assessment against the lot.

15. Personal Interview/Orientation: The Board, in its sole discretion, may personally conduct an interview/orientation with any intended owner or tenant(s) at a date, time and place agreeable by the Board. At the Boards discretion, such intended interview/orientation may be via telephone

SECTION II NUISANCE:

Any person residing within the Villas of Monterey causing or creating a nuisance that will disturb the peace, quiet, safety, comfort or serenity or any obnoxious orders or illegal activities by a an Owner, tenant, guest or any person residing therein shall not be permitted.

SECTION III PROPERTY APPEARANCE

All exterior replacements, remodeling and painting must be approved by the Architectural Review Committee (ARC). An application must be submitted and approved before any architectural improvements or commencement of the work is made. Fines may be imposed for failure to comply. In addition, the following is a list of items that must be maintained and or approved by the ARC.

1. Permits must be obtained for all exterior remodeling, including A/C units and patio and roof replacement as required by State County and local regulations. Permits must be submitted to the Association along with required licenses and insurance documentation.

2. Any exterior changes in the appearance of the property and the home including the timely painting of residential homes with approved colors and attached house numbers in size, color and location.
3. Exterior roof tiles, Garage doors, sidewalks, driveways and buildings must be maintained in a clean condition and in good repair.
4. Landscaping and ground foliage must be aesthetically maintained and in good condition and any major landscape remodeling must be approved by ARC. Storage of supplies, equipment, containers, and misc. lawn furniture items is not allowed in full view from the roadway or cull de sac.
5. The removal of trees must be approved by the ARC. Plantings by the homeowner on their own lot such as new trees or plants are their responsibility to maintain and must be environmental friendly to the Villas of Monterey and Florida.
6. Flag display is subject to all building codes, zoning setbacks, and other governmental regulations, including height, noise, lighting ordinances and setback location.
7. No antennas or satellite dishes or other communication devices may be placed on any portion of the Common areas without the approval of the ARC. An owner may install on his/her residential Lot antennae or satellite dish and such may not be larger than on (1) meter in diameter. Antennas and satellite dishes, or other communication devices, shall not be installed in front of a Residence and shall not be viewable from the Common areas, roadway or other Lots or Residences.

SECTION IV GARAGE DOORS:

Garage doors should be kept closed as much as possible. Homeowners that leave garage doors open past 9:30 PM are subject to the Rules of the Security Department and may result in fines after a violation notice is issued. Vehicles should be kept in the garage overnight whenever possible

SECTION V TRASH REMOVAL:

1. No garbage, trash, refuse or rubbish shall be deposited, or dumped or kept in any part of the Property except in closed lidded containers or in plastic bags. When using plastic bags, they must be of such strength so as not to break or tear upon pickup. All trash and garbage to be taken away during pickup must be placed at the end of the driveway only after 5:00 PM on the evening prior to pickup. When using plastic bags, they may only be placed at the end of the driveway not earlier

(than 5:00 AM) the morning of pickup. Association recommends we recycle using approve bins.

2. Normal or daily landscaping debris and vegetation cuttings should be placed at the cul-de-sac or other approved locations for pick-up. Placing trash or construction debris on common areas is prohibited and violators will be charged for the cost of clean-up of such trash.
3. Major landscaping and Constructions debris generated by any owner or contractor must be removed by the owner or contractor at their own expense.

SECTION VI Pets:

A. Grandfather Clause:

All dogs residing within the Property at the time of the passage of these Rules & Regulations shall be grandfathered into the Villas of Monterey. All dogs, including grandfathered dogs must be registered with the association. A pet registration form must be filled out. The Pet Registration form may include (i) the name of the dog; (ii) the current and anticipated weight of the dog (iii) the dog's breed; (iv) the dog's age; (v) documents evidencing the dog(s) are current on its rabies vaccination and licensed per Florida Statutes and Palm Beach County and any other information as needed by the Association.

A. Cats and Pet Breeding restrictions: An owner or a tenant may keep a common household pet on his/her lot or in his/her residence, subject to our Rules and Regulations. No animal or pet shall be kept for the purpose of breeding or for any commercial purpose. No other animals, livestock poultry of any kind shall be kept, raised or bred upon any portion of the Property. Dangerous and exotic pets are prohibited.

1. Cat owners do not need the approval of the association in order to keep a cat(s) within a residence. However, only two (2) cats are allowed per residence and cats are not allowed to run at large within the community.

B. Dog Restrictions: Residents owners of Dogs shall be limited to two (2) dogs per residence and each dog shall not weigh more thirty (30) pounds when fully grown.

- 1 A registered owner of a dog weighing more than thirty (30) lbs. and is no longer in possession of such dog(s) shall not be allowed to replace such dog unless it meets the requirements of this Section as to the number of dogs and weight restrictions.

2. Dogs must be kept on a leash and under control of its owner/walker. When outdoors, all pet owners/walkers must pick up after their pets. If the person in control of a dog fails to clean up, the Association may perform such service and bill the pet owner accordingly or may be fined per Section XII (C) Compliance.
3. Pets are not permitted within recreation or pool areas.
4. Pets causing a nuisance or demonstrating a mean or violent temperament or displaying obnoxious behavior, dog bites, lunging, growling, intimidation behavior or aggression toward other residents or dogs in the community or constantly barking, shall receive a maximum of one written pet violation notice from the Association, such pet owner will be required to abate the violation, or may be fined per Section XII (C) Compliance, or must dispose of the pet after final issued notice.
5. Dog owners agree to hold the association harmless from any liability resulting from incidents involving a dog.
6. When walking dogs after dark, it is recommended, for the safety of the dog and its walker, that reflective material be worn or the use of a flashlight.

SECTION VII SPORTS & RECREATION EQUIPMENT:

1. Sport and recreation equipment is not allowed to be stored or attached to the exterior of a Residence. Sports or recreation equipment causing a nuisance is prohibited.
2. Portable equipment including golf carts is allowed, provided they are stored out of sight overnight and when not actively being used

SECTION VIII POOL USE:

State County and Association pool rules must be followed. Rules are conspicuously posted at the pool. They are for your safety, for sanitary reasons and to make your stay at the pool more enjoyable. The following pool rules apply:

1. The pool shall be open from dawn to dusk.
2. Persons using the pool do so at their own risk. It is strongly recommended that an individual be accompanied while using the pool. You must shower before entering the pool.

3. The grilling area must be cleaned after each use.
4. All persons must cover their swimsuits upon entering and exiting the pool area.
5. Radios, sound systems and or radio related equipment should be used in such a manner so as not to disturb others or their neighbors.
6. Children under twelve (12) years of age must be accompanied by and supervised by a responsible adult. Horseplay is prohibited in and around the pool area and the common areas.
7. No glass containers of any kind are permitted within the pool. If personal BBQ's are brought to the pool or any resident containers or personal pool articles left behind at the end of the day will be discarded.
8. Smoking within the enclosed pool deck recreation area is prohibited.
9. Infants under three (3) years of age are not allowed in the pool. Infants over the age of three years or not potty trained, must wear water proof underpants.
10. A notice, for a proposed Private Pool party, must be submitted to the Board for approval with the dates and time. After such party, pool equipment must be cleaned, and all debris, party equipment, etc., must be removed from the pool deck area. A pool deck inspection will be made the following day and the owner may be billed for any expense incurred for clean up. The pool area shall remain open to all owners and their guests.

SECTION IX VEHICLES:

1. Vehicles shall not be parked on Ainsley Court roadway or the cul-de-sacs overnight without the prior written consent of the Association. If a request for a special occasion variance is approved by the Association, ISMA Security must be notified for roadway parking details.
2. Parking on the grass is not permitted.
3. Posted speed limits must be observed on Ainsley Court. Also, when approaching people walking or riding a bike, please slowdown.
4. Trucks and pick-up trucks are not allowed to be parked in the driveway overnight.

Residents requesting their Pick-up truck to be parked in the driveway overnight must receive approval from the Association. The name and model of such truck shall accompany such request. License plates tags must be current.

5. Florida Statutes and local ordinances allow an owner or lessee to tow a car from their own property if such vehicle is parked on that property without permission. Florida Statute also allows the association to tow vehicles from Common area at the owners expense
6. No commercial vehicles shall be parked or stored on the Property without the prior written consent of the Board: provided however, this prohibition shall neither apply to Lots on which bona fide construction activities are taking place, nor shall it prohibit routine deliveries by tradesmen or the use of trucks making service calls.

SECTION X EMERGENCY GENERATORS:

Emergency Generators may be allowed to operate when electricity is not available from the utility company.

SECTION XI HURRICANE PROTECTION:

1. Prior to installation of Hurricane protection shutters, the Architectural Committee must approve all shutters and assemblies in writing. Failure by Homeowners to get approval may result in the homeowner being notified by the Association to remove and discard said shutters at their own cost.
2. Shutters must conform to the requirements of any and all governmental agencies having jurisdiction. Permits must be obtained from the city and posted in clear view prior to installation. Shutters and shutter equipment are the sole responsibility of the homeowner to maintain.
3. Owners and or Renters, who plan to be away from their unit during the Hurricane Season, (June 1st to November 30th) must prepare their unit prior to departure by removing all furniture, plants and all wind movable objects that may cause wind damage to units from the outside. Such owners may install hurricane shutters during hurricane season and shall remove them upon their return.
4. Notwithstanding, year-round use of hurricane shutters is permitted so long as the window(s) on which the hurricane shutters are used, cannot be viewed from street. Impact glass is recommended when window glass is replaced.

5. Upon the announcement of a hurricane watch, Owners and tenants must remove all furniture, plants and other wind-movable objects from the outside of their Residence that may cause damage to Residences. Installed hurricane shutters/panels must be removed within two (2) weeks after the storm has passed.

SECTION XII ENFORCEMENT AND HEARINGS:

A. Enforcement:

The Association shall prescribe the manner in which fines may be implemented according to Association documents and or Florida Statutes section 720(305). However, the Board may, in lieu of a hearing, and at its discretion, take legal action against any person in violation of the Rules & Regulations We Live By.

B. Hearing committee:

At least a fourteen (14) day notice shall be sent to the person sought to be fined or suspended and shall have an opportunity to be heard before a hearing committee. An owner receiving a fine who believes no violation occurred may submit a written explanation to the Board of Directors. The owner will be given an opportunity to meet with the hearing committee.

The hearing committee, upon receiving a notice stating the violation, will make an appointment to meet with the homeowner to discuss the violation(s) using these common options:

1. Determine it's not an active violation or enforcement violation and close it or agree to a time extension to abate the violation.
2. Conditionally waive fines per agreement terms with the homeowner or impose additional fines if the violation is still not abated within the fining schedule, the committee will have the authority to impose a recurring fine.
3. Recurring fines may be imposed without notice or, the homeowner may be given another opportunity to be heard. If the homeowner does not appear at the hearing, the committee has the authority to impose the original fine and any subsequent recurring fines.
5. If the homeowner is unable to attend the hearing, the homeowner may submit a written request to be excused from attending the meeting and provide a letter regarding the violation/fine for the committee to discuss and make a ruling.

6. If the committee, by a majority vote, does not approve a proposed fine or suspension, it may not be imposed. The Association must provide written notice of any pending action by mail or hand delivered to the parcel owner.

C. Compliance:

1. The association may levy reasonable fines of up to one hundred \$100 per violation against any member or any member's tenant or guest, for the failure of the owner of the parcel or its occupant, licensee or guest to comply with any provisions of the declaration, the association bylaws or Rules and Regulations of the association.
2. Each day of a continuing violation shall be deemed a separate violation, and the fine shall continue to accrue at \$100 per day per violation. A fine may be levied for each day of a continuing violation, except the fine may not exceed \$1,000. A fine less than \$1,000 may not become a lien against a parcel.

D. Fines

First Notice.....NO FINE

Second Notice Fine.....\$25.00 per week

Third Notice Fine.....\$50.00 per week

Final Notice Fine.....\$100.00 per week

ARC Application Violation..... \$100.00 per week

Maintenance assessment / dues: Late fees\$25.00 per month.

E. Association Assessments Dues, Fees and Liens:

1. Liens:

A lien may be placed on a residential unit if a fine reaches \$1,000 or more. Without limitation of other lawful remedies, failure to satisfy any fine greater than \$1,000 may be collected in the same manner as a delinquent assessment. This lien may show up on your credit report. By placing the lien, the association ensures that the debt will be paid at some point more.

- 2. Pertaining to Association Assessments Dues:** Assessment dues must be paid on the first (1st) day of each month and no later than the (10th) day of the month. If not paid by the (10th) day, then late fees and interest charges in the amount permitted by the Florida Statutes, the Declaration, the articles and our By-Laws shall apply.
- 3. Pertaining to Association Assessment Past Due Fees:** If after thirty (30) days of non-payment of homeowner's association assessment dues, the association may place a lien on such property. The lien will make it impossible to sell your Residence without payment first being made to the Association. This lien may show up on your credit report. By placing the lien, the association ensures that the debt will be paid at some point.

Per Board of Directors association monthly due date fees has been amended from the 15th. to the 10th. of each month.

END



Board Resolution

Adopted by:

**Villas of Monterey Homeowners Association, Inc
5995 Bannock Terrace, Boynton Beach, FL 33437**

March 20, 2024

Villas of Monterey Homeowners Association Inc. had a duly and properly noticed board meeting on March 20th, 2024 at 3:00pm. By a unanimous vote, the Board of Directors Hereby Resolves that:

"Any recordings of any kind including but not limited to video, audio, ZOOM or internet-based recordings that are made during by Villas of Monterey or its Management Company during Association business shall be used for the sole purpose of drafting the minutes for said meeting and, upon completion of the draft, shall be deleted after minutes are approved by the Board."

CFN 20240244922
OR BK 35146 PG 1748
RECORDED 7/17/2024 10:31 AM
Palm Beach County, Florida
Joseph Abruzzo, Clerk
Pg: 1748 - 1749; (pgs)

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IN WITNESS WHEREOF, I set my hand and seal this ____ of _____, 2024

Witnesses:

[Signature]

Signature of Witness #1

Josephine Azucena

Printed Name of Witness #1

[Signature]

Association, President

Albert Fox

5995 Bannock Terrace
Baynton Beach, FL 33436

Address of Witness #1

[Signature]

Association, Secretary

Rochelle Salchelle

[Signature]

Signature of Witness #2

Miguelina Trache

Printed Name of Witness #2

5995 Bannock Ter
Baynton Beach FL 33437

Address of Witness #2

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

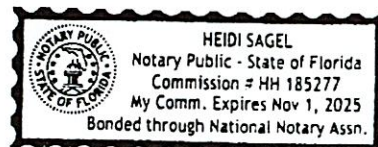
The foregoing instrument was sworn to and subscribed before me by means of
X physical presence or _____ online notarization, this 2nd day of March,
Albert Fox 2024, by Josephine Azucena and Miguelina Trache who are Rochelle Salchelle
personally known to me or _____ who produced _____ as
identification.

[Signature]

Notary Public

State of Florida at Large

My Commission Expires: Nov. 1, 2025



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**RESOLUTION OF THE BOARD OF DIRECTORS
AUTHORIZING AN ONLINE/ELECTRONIC VOTING SYSTEM AND
ELECTRONIC TRANSMISSION OF NOTICES FOR
VILLAS OF MONTEREY HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, Section 720.317, Florida Statutes, authorizes homeowners associations to conduct elections and other unit owner voting through an online/electronic voting system; and

WHEREAS, the Board of Directors desires to authorize Villas of Monterey Homeowners Association, Inc. (the "Association") to conduct such online/electronic voting as permitted by the statute and to authorize sending of notices by electronic transmission;

NOW THEREFORE, be it resolved as follows that the Board of Directors of the Association on this 19th day of June, 2024 hereby adopts the following regarding online/electronic voting and electronic transmission of notices:

RESOLVED, that use of an online/electronic voting system is hereby adopted; and

RESOLVED, that the Association will provide each unit owner with:

- (a) A method to authenticate the unit owner's identity to the online/electronic voting system.
- (b) For elections of the board, a method to transmit an electronic ballot to the online/electronic voting system that ensures the secrecy and integrity of each ballot.
- (c) A method to confirm, at least 14 days before the voting deadline, that the unit owner's electronic device can successfully communicate with the online/electronic voting system.

RESOLVED, that the Association will use an online voting system that is:

- (a) Able to authenticate the unit owner's identity.
- (b) Able to authenticate the validity of each electronic vote to ensure that the vote is not altered in transit.
- (c) Able to transmit a receipt from the online/electronic voting system to each unit owner who casts an electronic vote.
- (d) For elections of the board of administration, able to permanently separate any authentication or identifying information from the electronic election ballot, rendering it impossible to tie an election ballot to a specific unit owner.
- (e) Able to store and keep electronic votes accessible to election officials for recount, inspection, and review purposes.

RESOLVED, that all unit owners will receive notice of the opportunity to vote through an online/electronic voting system prior to each election or other unit owner vote in which the Association authorizes online voting; and

RESOLVED, that in order to implement online/electronic voting, the Association may contract with an outside vendor or other independent party that provides such services and the Board shall use reasonable judgment to ensure that the services comply with the requirements of law; and

RESOLVED, that the Board may determine that utilizing online/electronic voting is not in the best interests of the Association as to any particular election or other unit owner vote and accordingly, there shall be no obligation for the Association to utilize online/electronic voting at any particular election or other unit owner vote; and

RESOLVED, that unit owners must consent, in writing, to online/electronic voting no less than fourteen (14) days prior to the election or other unit owner/membership vote by completing, signing, dating and tendering to the Association the consent form available from the Association attached hereto as Exhibit "A", as may be hereafter amended. If the consent form is received less than fourteen (14) days prior to the election or other unit owner/membership vote then it shall be effective for the next subsequent unit owner/membership vote; and

RESOLVED, that unit owners may opt out of online/electronic voting no less than **seventy-two (72) hours** prior to the election or other unit owner vote by completing, signing, dating and tendering to the Association the revocation of consent form available from the Association attached hereto as Exhibit "B", as may be hereafter amended. If the revocation form is received less than **seventy-two (72) hours** prior to the election or other unit owner/membership vote then it shall be effective for the next subsequent unit owner/membership vote; and

RESOLVED, that unit owners who consent to vote by online/electronic voting may still vote by other means (in person or by proxy or written ballot, as applicable) with respect to any election of directors or other unit owner/membership vote. In the event of multiple votes cast on behalf of a single unit/voting interest as to the same matter, the vote cast first in the election of directors shall prevail, while the last vote cast with respect to all other non-election matters will prevail.


RESOLVED, that a unit owner may also use the consent and revocation forms attached hereto as Exhibit "A" and Exhibit "B", respectively, with regard to choosing to opt into or out of receipt of notices from the Association via electronic transmission (which will apply to those notices that are statutorily permitted to be sent via electronic transmission); and

RESOLVED, that a unit owner's consent or revocation form may be delivered to the Association by hand delivery, mail or via electronic transmission.

This resolution was adopted by the Association's Board of Directors on the 19th day of June, 2024, and shall be effective on an even date herewith.

IN WITNESS WHEREOF, the undersigned has hereunto affixed his hand and the seal of the Association this 19th day of June, 2024.

Villas of Monterey
a not-for-profit Florida Corporation

By: 
VILLAS OF MONTEREY, President
Albert Fox

CERTIFICATE

The undersigned hereby certifies that he/she is the Secretary of Villas of Monterey Homeowners Association, Inc., a corporation organized and existing under the laws of the State of Florida; that the foregoing is true and correct copy of a resolution adopted at a meeting of the Board of Directors of said corporation held on the 19th day of June, 2024, at which meeting a quorum was at all times present and acting; that the passage of said resolution was in all respects legal; and that said resolution is in full force and effect.

Dated this 19th day of June, 2024.

Villas of Monterey
a not-for-profit Florida Corporation

By: *Rochelle Sutcliffe*
Rochelle Sutcliffe, Secretary

IN WITNESS WHEREOF, I set my hand and seal this 19th of June, 2024

Witnesses:

Migdalina Troche

Signature of Witness #1

Migdalina Troche

Printed Name of Witness #1

5995 Bannock Lane
Bryton Beach FL 33437

Address of Witness #1

Juzena

Signature of Witness #2

Josephine Azucena

Printed Name of Witness #2

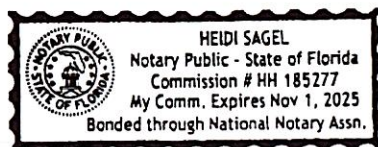
5995 Bannock Terrace
Bryton Beach, FL 33437

Address of Witness #2

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was sworn to and subscribed before me by means of

X physical presence or _____ online notarization, this 19th day of June, 2024, by
AL ROX and Rachelle Satchell, who are X personally known to me or _____
who produced _____ as identification.



Heidi Sagel

Notary Public

State of Florida at Large

My Commission Expires: Nov. 1, 2025

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