

LAURELWOOD HOA
at
INDIAN SPRING

This is

State of Florida



Department of State

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

LAURELWOOD AT INDIAN SPRING HOMEOWNERS' ASSOCIATION, INC.

a corporation organized under the Laws of the State of Florida, filed on July 21, 1987.

The document number of this corporation is 821630.

A NON-PROFIT CORPORATION

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 21st. day of July 1987.

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This is

State of Florida



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George Firestone
Secretary of State

CR2E022 (10-85)

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(16)
ARTICLES OF INCORPORATION
at Indian Spring OF
LAURELWOOD HOMEOWNERS' ASSOCIATION, INC.

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

ARTICLE I
NAME

AT INDIAN SPRING (16)

The name of the corporation shall be LAURELWOOD HOMEOWNERS' ASSOCIATION, INC. For convenience, the corporation is hereinafter referred to as the "Association".

ARTICLE II
DEFINITIONS

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

ARTICLE III
PURPOSES AND POWERS

The objects and purposes of the Association are to own, maintain and administer the Common Areas, Recreation Area and facilities of that certain residential community known as LAURELWOOD located within the real property known as Indian Spring situate in Palm Beach County, Florida, pursuant to and in accordance with the Declaration, which said residential community is planned for development according to the plat thereof recorded in Plat Book 41, at Pages 92 and 93, of the Public Records of Palm Beach County, Florida, to administer and enforce the covenants and restrictions created by the Declaration; to assess, levy, collect and disburse the assessments and charges, both general and special, provided for in the Declaration; to promote the recreation, health, safety and welfare of the residents of the said community; and to perform and exercise all of the rights and duties of the Association under the Declaration.

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

The Association shall have the power:

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

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

ARTICLE IV
MEMBERS

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

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

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

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

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

Section 3. Meetings of Members. The By-Laws of the Association shall provide for annual meetings of members, and may make provision for regular and special meetings of members in addition to the annual meetings. A quorum for the transaction of business at any meeting of the members shall exist if fifty percent (50%) of the total number of members in good standing shall be present or represented by proxy at the meeting..

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ARTICLE V
CORPORATE EXISTENCE

The corporation shall have perpetual existence.

ARTICLE VI
DIRECTORS

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

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

Sheldon W. Rubin	11528 Victoria Drive Boynton Beach, Florida 33437
Andrew S. Rubin	17880 N.W. 2nd Avenue Miami, Florida 33169
Pamela Feiler	11528 Victoria Drive Boynton Beach, Florida 33437

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

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

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

ARTICLE VII
OFFICERS

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

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

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

<u>Office</u>	<u>Name</u>	<u>Address</u>
President	Sheeldon W. Rubin	11528 Victoria Drive Boynton Beach, Florida 33437
Vice President	Andrew S. Rubin	17880 N.W. 2nd Avenue Miami, Florida 33169
Secretary	Pamela Feiler	11528 Victoria Drive Boynton Beach, Florida 33437
Treasurer	Pamela Feiler	4968 Bocaire Boulevard Boca Raton, Florida 33431

ARTICLE VIII
BY-LAWS

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

ARTICLE IX
AMENDMENTS

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

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the Declaration. A copy of each amendment to these Articles shall be recorded among the Public Records of Palm Beach County, Florida.

ARTICLE X
INDEMNIFICATION OF OFFICERS AND DIRECTORS

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

ARTICLE XI
TRANSACTIONS IN WHICH
DIRECTORS OR OFFICERS ARE INTERESTED

No contract or transaction between the Association and one or more of its directors or officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be invalid, void or voidable solely for such reason, or solely because the director or officer is present at or participates in the meeting of the Board or committee thereof which authorized the contract or transaction, or solely because his or their votes are counted for such purpose. No director or officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

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

ARTICLE XII
SUBSCRIBERS

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

<u>Name</u>	<u>Address</u>
Sheldon W. Rubin	11528 Victoria Drive Boynton Beach, Florida 33437
Andrew S. Rubin	17880 N.W. 2nd Avenue Miami, Florida 33169
Pamela Feiler	11528 Victoria Drive Boynton Beach, Florida 33437

ARTICLE XIII
INITIAL REGISTERED OFFICE, AGENT AND ADDRESS

The principal office of the Association shall be 11528 Victoria Drive Boynton Beach, Florida 33437, or at such other place, within or without the State of Florida as may be subsequently designated by the Board of Directors. The initial registered office is at the above address and the initial registered agent therein is Sheldon W. Rubin.

IN WITNESS WHEREOF, the said subscribers have hereunto set their hands this 20th day of JULY, 1987.

Sheldon W. Rubin
SHELDON W. RUBIN

Andrew S. Rubin
ANDREW S. RUBIN

Pamela Feiler
PAMELA FEILER

STATE OF FLORIDA
COUNTY OF PALM BEACH SS:

The foregoing instrument was acknowledged before me this 20th day of JULY, 1987, by SHELDON W. RUBIN, ANDREW S. RUBIN, and PAMELA FEILER.

Debra Rubin
Notary Public,
State of Florida at Large
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. APR 30, 1990
BORNED THRU GENERAL INS. UNO.

ACCEPTANCE OF REGISTERED AGENT

The undersigned accepts his appointment as the initial registered agent of LAURELWOOD HOMEOWNERS ASSOCIATION, INC.

AT INDIAN SPRING FL
Sheldon W. Rubin
SHELDON W. RUBIN

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BY-LAWS
OF
LAURELWOOD AT INDIAN SPRING HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I
DEFINITIONS

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

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

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

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

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

Section 6. "Developer" shall mean and refer to SHELDON W. RUBIN CONSTRUCTION CO., LTD., a Florida limited partnership, its successors and assigns.

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

ARTICLE II
LOCATION

Section 1. The principal office of the Association shall be located at 11528 Victoria Drive, Boynton Beach, Florida 33437.

ARTICLE III
MEMBERSHIP

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

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

ARTICLE IV
BOARD OF DIRECTORS

Section 1. The directors of the association shall be elected at the annual meeting of the members as specified in the Articles of Incorporation. Except as otherwise provided in the Articles of Incorporation of the Association, the election

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of each director shall be separate and shall require a plurality of the votes of those persons voting in each election. There shall be no cumulative voting.

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

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

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

Section 5. Special meetings of the Board of Directors may be called at any time by the President or by any two members of the Board and may be held at any place or places within Palm Beach County, Florida.

Section 6. Notice of each regular or special meeting of the Board of Directors, stating the time, place and purpose or purposes thereof, shall be given by or on behalf of the President or by or on behalf of the Secretary or by or on behalf of any two members of the Board to each member of the Board not less than five days by mail or two days by telephone or telegraph. Special meetings of the Board may also be held at any place and time without notice by unanimous waiver of notice by all the directors. The Board of Directors may act by unanimous written consent in lieu of a meeting.

ARTICLE V OFFICERS

Section 1. The officers of the Association shall consist of a President, a Vice President, a Secretary and a Treasurer, each of whom shall be elected by the Board of Directors. Such other officers and assistant officers and agents as may be deemed necessary may be elected or appointed by the Board of Directors from time to time. Any two or more offices may be held by the same person provided, however, that neither the offices of President and Vice-President nor the offices of President and Secretary shall be held by the same person. Any officer may be removed at any time by the affirmative vote of a majority of the Board of Directors at any duly called regular or special meeting of the Board.

Section 2. The President shall be the chief executive officer of the Association. The President shall preside at all

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

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

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

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

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

ARTICLE VI MEETINGS OF MEMBERS

Section 1. The regular annual meeting of the members shall be held on the second Monday of the month of February in each year beginning in 1988 at such time and place as shall be determined by the Board of Directors, except that the Board of Directors shall have the right to change the date of regular annual meetings from time to time.

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

Section 3. Notice may be given to the member either personally, or by sending a copy of the notice through the mail, postage thereon fully paid, to his address appearing on the records of the Association. Each member shall register his address with the Secretary, and notices of meetings shall be mailed to him at such address. Notice of any meeting, regular or special, shall be mailed or personally delivered at least fourteen (14) but not more than thirty (30) days in advance of the meeting and shall set forth the general nature of the business to be transacted.

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

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

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

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

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

ARTICLE VII BOOKS AND RECORDS

Section 1. The books and records of the Association shall, during reasonable business hours, be available at the office of the Association for the inspection of any member of the Association upon at least two (2) days prior written request given by such member to the Association.

ARTICLE VIII
FISCAL MATTERS

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

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

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

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

ARTICLE IX
AMENDMENTS; CONFLICTS

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

Section 2. Notwithstanding anything to the contrary contained herein,

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

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

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

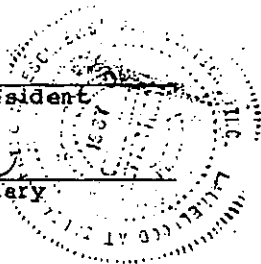
Section 3. A copy of each amendment of these By-Laws shall be recorded among the Public Records of Palm Beach County, Florida.

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

WE HEREBY CERTIFY that the foregoing By-Laws of the above-named corporation were duly adopted by the Board of Directors of said Association at a meeting held for such purposes on the 23rd day of July, 1987.

Sheldon W. Rubin
SHELDON W. RUBIN, President

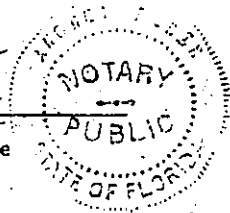
Pamela Feiler
PAMELA FEILER, Secretary



STATE OF FLORIDA)
COUNTY OF PALM BEACH) SS:

The foregoing instrument was acknowledged before me this 23rd day of July, 1987, by SHELTON W. RUBIN and PAMELA FEILER, as President and Secretary, respectively, of LAURELWOOD AT INDIAN SPRING HOMEOWNERS' ASSOCIATION, INC., a Florida not for profit corporation, on behalf of the corporation.

Sheldon Rubin
Notary Public,
State of Florida at Large
My Commission Expires:



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

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DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
LAURELWOOD
AT INDIAN SPRING

THIS DECLARATION made this 23rd day of July, 1987, by SHELDON W. RUBIN CONSTRUCTION CO., LTD., a Florida limited partnership, (hereinafter referred to as "Developer") which declares that the real property described in Article II is and shall be held, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") set forth below.

WITNESSETH:

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

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

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

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

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

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

DH-1

THIS INSTRUMENT PREPARED BY:
Andrew S. Rubin, Esq.
17880 N.W. 2nd Avenue
Miami, Florida 33169

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ARTICLE I
Definitions

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

(a) "Association" shall mean and refer to LAURELWOOD AT INDIAN SPRING HOMEOWNERS' Association, Inc., its successors and assigns.

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

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

(d) "Common Areas" shall mean and refer to the property described in Exhibit B attached hereto and made a part hereof, including the Recreation Area, together with any and all improvements from time to time erected on such property, including without limitation, walkways, recreational facilities, common parking facilities, open spaces, private streets, side-walks, street lighting, and landscaping; specifically excluding that area of each unit extending from the corner of the front bedroom wall to the opposite exterior wall and back to the front entrance of the unit, otherwise described as the front courtyard or atrium area, and further excluding any public or private utility installations thereon.

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

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

(g) "Developer" shall mean and refer to SHELDON W. RUBIN CONSTRUCTION CO., LTD., a Florida limited partnership, its successors or assigns.

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

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

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

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

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

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

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

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

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

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

ARTICLE II

Property Subject to this Declaration; Additions Thereto

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

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

Section 2. Merger or Consolidation. Upon a merger or consolidation of the Association with any other association as provided in its articles of incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association or another association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within The Properties together with the covenants and restrictions established upon any other property as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within The Properties.

ARTICLE III

Membership and Voting Rights in the Association

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot in

The Properties shall be a Member of the Association. Notwithstanding anything else to the contrary set forth in this Section 1, any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member of the Association.

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

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

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

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

ARTICLE IV

Property Rights in the Common Area: Maintenance of Recreation Area, Common Areas, Lawns and Exteriors of Residences

Section 1. Ownership. No later than 120 days after the earlier of (a) the sale and conveyance by the Developer of 90% of the Lots within The Properties or (b) the giving of written notice by the Developer to the Association of the Developer's intention to convey and transfer ownership of the Recreation Area and the Common Areas to the Association (but in no event later than five (5) years following the date of the recordation of this Declaration), the Developer, or its successors and assigns, shall convey and transfer the record fee simple title to the Recreation Area and the Common Areas to the Association and the Association shall accept such conveyance. The said conveyance and transfer of title shall be subject to taxes for the year of conveyance and to restrictions, limitations, conditions, reservations and easements of record. Commencing with the date this Declaration is recorded, the Association shall be responsible for the maintenance and administration of the Recreation Area and the Common Areas in a continuous and satisfactory manner and for the payment of taxes assessed against the Recreation Area and the Common Areas and any improvements and personal property accruing from and after the date of the recording of this Declaration. In implementation of the foregoing, such taxes shall be prorated between the Developer and the Association as of the date of such recordation. Any por-

tion of the plat of The Properties containing open spaces may not be vacated in whole or in part unless the entire plat is vacated.

Section 2. Obligations of the Association. The Association, subject to the right of the Owners set forth in this Declaration, shall be responsible for the management and controls of the Recreation Area and Common Areas and all improvements thereon (including furnishings and equipment related thereto) and shall keep the same in good, clean, attractive and sanitary condition, order and repair. The Association shall, at its expense, maintain and administer or cause to be maintained and administered the Recreation Area and Common Areas, including but not limited to all grassed swale areas along rights-of-way, open spaces, parking areas, private streets, sidewalks, street lighting, and landscaping, specifically excluding that area of each unit extending from the corner of the front bedroom wall and back to the front entrance of the unit otherwise described as the front courtyard or atrium area, without regard to whether title to the said property is vested in the Developer or the Association.

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

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

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

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

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

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

E. The right of the Developer or the Association to dedicate or transfer all or any part of the Recreation Area and Common Areas to any public agency, authority or utility for such purposes and upon such conditions as may be agreed to by

the Members provided, however, that no such dedication or transfer by the Association shall be effective unless approved by the Developer so long as the Developer owns at least one Lot within The Properties and by seventy-five percent (75%) of all Members at or represented by proxy for a regular or special meeting of members duly called and regularly conducted in accordance with the By-Laws..

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

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

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

Section 8. Easement for Unintentional and Non-Negligent Encroachments. If a Lot or the Residence thereon shall encroach upon any portion of the Recreation Area, Common Areas or upon an easement or upon any other Lot by reason of original construction or by the non-purposeful or non-negligent act of an Owner or Developer, then an easement for such encroachment shall exist so long as the encroachment exists; provided however, that such encroachment does not materially adversely impact on the adjacent property.

Section 9. Additional Easements. The Developer (during any period in which there are any unsold Lots within The Properties) and the Association shall each have the right to grant such additional electric, telephone, gas, sprinkler, irrigation, cable television or other utility easements, and to relocate any existing utility easement in any portion of The Properties and to grant access easements and to relocate any existing access easements in any portion of The Properties as the Developer or the Association shall deem necessary or desirable, for the proper operation and maintenance of The Properties, or any portion thereof, or for the general health or welfare of the Owners or for the purpose of carrying out any provisions of this Declaration; provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the use of the Residences for dwelling purposes. Indian Spring Country Club, Inc., its successors and assigns, shall have a perpetual, non-exclusive easement for ingress and egress over, upon and across roadways and Common Areas, as the same exist on The Properties from time to time, for access to and from golf course areas within Indian Spring if and to the extent such roadways or Common Areas afford access to such golf course areas; provided this does not interfere with the use of the dwelling.

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

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

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Section 12. Maintenance of Recreation Area, Common Areas, Lawns and Exteriors of Residences. The Association shall at all times maintain in good repair, and shall replace as often as necessary, any and all improvements situated on the Recreation Area and Common Areas (upon completion of construction by Developer), including, but not limited to all recreational facilities, landscaping, sprinkler pipes and systems, paving drainage structures, street lighting fixtures and appurtenances, sidewalks, and other structures, except public utilities, all such work to be done as ordered by the Board of Directors acting on a majority vote of the Board. Maintenance of the street lighting fixtures shall include the fixtures within the Common Areas and shall further extend to payment for electricity consumed in the illumination of such lights. The Association shall maintain all lawns, shrubs, trees and other landscaping on Lots (exclusive of front courtyard and atrium areas, which such exclusion pertains to that area of each unit extending from the corner of the front bedroom wall to the opposite exterior wall and back to the front entrance of the unit), and all sprinkler pipes and systems, including sprinkler heads and other portions of such systems, installed by Developer and located on or under Lots. Each Owner shall be obligated to irrigate all lawn, trees and shrubs located with the property owned by the Owner. The Association shall not be required to maintain roof gutters, driveways, exterior walls (including painting), any plate glass in the exterior walls or roofs of Residences, nor the windows, sliding glass doors, window screens, door screens or entry doors of Residences; however, all repairs shall be done in conformity with the original plans and specifications of all improvements. Any alteration in the color of paint or stains on the exterior of any of the Residences shall require the approval of the Association. The cost of any maintenance, repair or replacement caused by the negligent conduct of a Member or by the failure of a Member to comply with the lawfully adopted Rules and Regulations shall be levied as a special assessment against such member. No Owner may waive or otherwise escape liability for the assessments for such maintenance by non-use of the Recreation Area and Common Areas or abandonment of his right to use the Recreation Area and Common Areas. The Association, its successors and assigns, shall have a perpetual, non-exclusive easement for ingress and egress over, upon and across all Lots, and to excavate on Lots in connection with the maintenance of sprinkler pipes and systems; to the extent necessary for the performance of the work to be performed pursuant to this Section 12; provided however, that the party causing any such excavations restores disturbed areas to the condition thereof immediately prior to such excavations.

ARTICLE V
Covenants for Maintenance Assessments

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

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

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Section 2. General Assessments.

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

B. Basis for Assessment (General or Special).

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

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

(3) Notwithstanding anything to the contrary contained herein, the periodic installments of the annual general assessment provided for herein with respect to each Lot and the Residence erected thereon is hereby fixed at \$240.00 per month during the period beginning with the date of the recordation of this Declaration and ending on February 28, 1988 (the "Initial Assessment Period"); provided, however, that the Developer reserves the right to elect to extend the Initial Assessment Period by giving written notice to the Association no later than February 28, 1988 of the extended expiration date of such period. During the Initial Assessment Period, the Developer shall fund any deficit in Association maintenance or contribute such sums to the common expense assessments paid by all other Owners as may be required for the Association to maintain and to administer the Properties as provided for in this Declaration. During the Initial Assessment Period, the term "Owner" as used herein with respect to assessments shall exclude the Developer. After the Initial Assessment Period, the term "Owner" as used herein with respect to assessment shall include the Developer to the end that except during the Initial Assessment Period, all Lots and Residences thereon owned by the Developer shall be assessed on an equal basis with the Lots and Residences thereon owned by parties other than the Developer.

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

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Section 3. Special Assessments for Capital Improvements.

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

Section 4. Duties of the Board of Directors.

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

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

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

Section 5. Collection of Assessment; Effect of Non-Payment of Assessment; The Personal Obligation of the Owner; the Lien; Remedies of the Association.

If the assessments are not paid on the date when due, then such assessments shall become delinquent and shall, together with such penalties and interest thereon and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot which shall bind such Lots in the hands of the Owner, his heirs, devisees, personal representatives, successors or assigns. Any individual who acquires title to a Lot upon the death of an owner or by operation of law shall be personally liable for unpaid assessments with respect to such Lot. In any voluntary conveyance, the Grantee shall be jointly and severally liable with the Grantor for all unpaid assessments made prior to the time of such voluntary conveyance, without prejudice to the rights of the Grantee to recover from the Grantor the amounts paid by the Grantee therefor.

Section 6. Effect of Non-Payment of Assessments; Remedies of the Association.

Any assessment or installment thereof not paid within thirty (30) days after the due date may upon resolution of the Board be subject to a penalty fee in such amount as may be established from time to time by the Board of Directors. In addition to the foregoing, if an assessment is not paid within thirty (30) days after due date, the assessment, at the discretion of the Board of Directors, may bear interest from the date when due at the highest rate permitted by law. The Association may bring an action at law against the

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Owner personally obligated to pay the assessment and any penalty or interest and/or may record a claim of lien against the Lot on which the assessment is unpaid, or may foreclose the lien against the Lot on which the assessment is unpaid, in like manner as foreclosure of a mortgage on real property, or pursue one or more of such remedies at the same time or successively, and there shall be added to the amount of such assessment, attorney's fees and costs of preparing and filing the claim of lien and the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest as provided by law and a reasonable attorney's fees to be fixed by the court together with the costs of the action, and the Association shall be entitled to attorney's fees in connection with any appeal of any such action.

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

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

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

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

ARTICLE VI Use of Property

Section 1. Protective Covenants

A. Residential Use. All Lots shall be used, improved and devoted exclusively for residential use. Nothing herein

shall be deemed to prevent the Owner from leasing a Residence for a term no shorter than one year subject to all of the provisions of the Declaration. Each dwelling may only be rented once per year. Temporary uses of Lots and Residences for model homes, parking lots, sales offices and/or administrative offices shall be permitted for the Developer until the Developer has sold all Lots owned by it within The Properties.

B. Restriction on Further Subdivision. No Lot shall be further subdivided or separated by any Owner, and no portion less than all of any such Lot, nor any easement or other interest therein, shall be conveyed or transferred by an Owner, provided that this shall not prohibit deeds of correction, deeds to resolve boundary disputes, and similar corrective instruments.

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

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

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

F. Trash and Garbage. No lumber, metals, bulk materials, refuse or trash shall be kept, stored, or allowed to accumulate on any Lot, except building materials during the course of construction of any structure approved in accordance with the provisions of Paragraph 4 of this Section 1. If trash or other refuse is to be disposed of by being picked up and carried away on a regular or recurring basis, containers may be placed in the open on any day that a pick-up is to be made at such place on the Lot as will be accessible to persons making such pick-up. At all other times such containers shall be stored so that they cannot be seen from surrounding property. The Board of Directors, in its discretion, may adopt and promulgate reasonable rules and regulations relating to the size, shape, color and type of containers permitted and the manner of storage of the same.

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

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

No refuse or unsightly objects shall be allowed to be placed or suffered to remain anywhere on any Lot; and in the

event an Owner shall fail or refuse to keep his Lot free of refuse or other unsightly objects, then the Association may enter upon said premises and remove the same at the expense of the Owner, and such entry shall not be deemed a trespass, except however that the Owner shall be given at least ten (10) days prior written notice of such action.

The use of any driveway or parking area which may be in front of, adjacent to or part of any Lot as a habitual parking place for golf carts, commercial vehicles, trailers and boats is prohibited. The term "commercial vehicle" shall include all trucks and vehicular equipment exclusive of station wagons and passenger cars; however, no commercially identified lettered passenger cars or station wagons shall be permitted hereunder. No motor vehicle of any kind may be disassembled, serviced or repaired on any Lot in such a manner as to be visible from any point on any adjacent Lot or the street.

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

J. Clothes Drying. No portion of any Lot shall be used as a drying or hanging area for laundry of any kind, unless fully screened from view from any other lot or residence and not visible from the front or rear of the residence. All screening for such purposes shall be required to be approved by the Architectural Control Committee of ISMA.

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

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

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

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

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

P. Animals. No horses, cattle, swine, goats, poultry, fowl or any other animals not commonly considered household pets shall be kept on the property. Under no circumstances shall any commercial or business enterprise involving the use of animals be conducted on the property. The Board of Directors may, from time to time, publish and impose reasonable regu-

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lations setting forth the type and number of animals that may be kept on any Lot and conditions and restrictions with respect thereto.

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

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

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

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

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

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

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

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necessary to implement the purposes and intent of this Declaration.

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

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

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

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

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

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

from time be located. Any damage caused to pavement, driveways, drainage structures, sidewalks, other structures, or landscaping in the installation and maintenance of such utilities shall be promptly restored and repaired by the utility whose installation or maintenance caused the damage.

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

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

Section 4. Zero Lot Lined Exterior Side Wall Residences. It is contemplated that The Properties will be developed with Residences which are single family detached units designed with one continuous windowless zero lot lined exterior side wall or staggered zero lot line wall. Accordingly, the following shall apply with respect to the Residences:

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

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

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

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

ARTICLE VII Destruction of Residence

In the event a Residence is damaged or destroyed by fire or other casualty insurable under a property damage insurance policy with standard extended coverage endorsement, the Owner of such Residence shall, with reasonable dispatch, repair or restore such Residence substantially to the condition thereof immediately prior to the occurrence of such damage or destruction. Any such repair or restoration shall be performed in accordance with the requirements of Palm Beach County. If for any reason the Owner does not proceed with such repair or restoration with reasonable dispatch or if such work is not completed within 90 days after the occurrence of such damage or destruction (or such longer period to which the Association may agree in writing), then and in such event the Association may, in the exercise of its sole discretion, elect either to repair or restore such Residence to the condition thereof immediately prior to the occurrence of such damage or destruction or, alternatively, to remove the remaining portion of the Residence, clear all debris and plant sod and landscape the Lot in a manner determined by the Association to be consistent with the landscape plan of the Properties. The Owner of such Lot shall be responsible for the payment of all costs and expenses incurred by the Association pursuant to the provisions of this Article VII and the same shall be due and payable within 30

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

ARTICLE VIII
Mortgagee's Right of Access

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

ARTICLE IX
Conveyances and Leases of Lots

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

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

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

B. Within thirty (30) days after its receipt of the said Notice, copy of the proposed purchase agreement or lease, and such supplemental information as it may reasonably require, the Board shall either approve or disapprove the proposed sale or lease and shall give written notification to the Owner of its approval or disapproval of the proposed sale or lease within the said thirty (30) day period. If the Board shall fail to give written notification to the Owner of its disapproval of the proposed sale or lease within the said thirty (30) day period, the Board shall be deemed to have approved the proposed sale or lease. The approval by the Association of the proposed sale or lease (whether such approval results from the affirmative act of the Board or the failure of the Board to notify the

Owner of its disapproval within the said thirty (30) day period) shall be stated in a certificate executed by the President or Vice President of the Association which shall be in form for recording in the Public Records of Palm Beach County, Florida. The Board may establish a reasonable fee to be paid to the Association for the issuance of such Certificate of Approval and the payment of such fee shall be a necessary condition precedent to the obligation of the Association to issue such Certificate.

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

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

A. If the Board of Directors disapproves any bona fide proposed lease of a Lot and such lease complies in all respects with the requirements and provisions of Paragraph B of this Section 3, such disapproval shall constitute an acceptance by the Association of the offer of lease which the Owner is deemed to have made by giving the Notice referred to in Section 1 hereof.

Under such circumstances, the Association, its designee or assignee (which designee or assignee shall be determined solely by the Association), shall enter into a lease agreement with the Owner for the term, rental and upon all of the other conditions and provisions contained in the proposed lease agreement furnished to the Board with the said Notice referred to in Section 1 hereof. At the option of the Association, any such lease shall grant to the lessee the right to enter into any sublease of the Lot without the necessity of obtaining the consent

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

B. Each and every lease agreement (herein referred to as the "Lease Agreement") between the Owner and a lessee of such Owner's Lot and/or Residence shall be in writing, shall provide for a term no shorter than one (1) year, that such lease Agreement is and shall be subject in all respects to the terms and provisions of this Declaration and that any failure by the lessee to comply with such terms and conditions shall be a material default and breach of the Lease Agreement. Each Lease Agreement shall further provide that the same may not be modified, amended or extended without the prior written consent of the Board of Directors and that the Board of Directors shall have the power to terminate such Lease Agreement and/or to bring summary proceedings to evict the lessee (which proceedings may be brought in the name of the lessor named in the Lease Agreement) in the event of a default by the lessee in the performance of its obligations under such Lease Agreement, including without limitation, the failure of the lessee to comply with the terms and provisions of this Declaration. Each Lease Agreement must also provide that the lessee thereunder shall pay any and all expenses and assessments levied against the demised Lot or Residence directly to the Association if and to the extent the same are not paid when due by the Owner. Notwithstanding the obligation of the lessee to make such payments directly to the Association if and to the extent the same are not paid when due by the Owner, the Owner shall remain primarily liable for the payment of any and all such expenses and assessments until the same are paid.

Section 4. Exempt Transactions, etc. The foregoing provisions of this Article IX shall not apply to the Developer or the designee or assignee of the Developer and the Developer, its designee or assignee, may convey or lease Lots without complying with the provisions of this Article IX. Additionally, the foregoing provisions of this Article IX shall not apply to a transfer to or purchase by an institutional mortgagee that acquires its title as a result of owning a mortgage upon the Lot concerned, whether the title to such Lot is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by an institutional mortgagee that so acquires its title. The assignee of a mortgage originally taken by an institutional mortgagee shall enjoy the same rights, immunities and privileges as are herein granted to such institutional mortgagee. Further, the provisions of this Article IX shall not apply with respect to any sale or lease of a Lot by the Owner thereof to his or her spouse, adult children, parents, grandparents, parents-in-law or to any one or more of them.

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Any Owner shall be free to convey or transfer his Lot by gift, to devise his Lot by will or to have his Lot pass by intestacy and the provisions of this Article IX shall not apply thereto; provided, however, that any person or persons who shall acquire title to a Lot or any interest therein by gift, devise, or intestacy shall be bound by, and such Lot shall be subject to, the provisions of this Article IX. In the event any Lot is acquired by the Association, its designee or assignee, all Owners shall be deemed to have waived all right of partition with respect to such Lot. As used in this Article IX, the term Lot refers to both Lot and any Residence erected thereon.

ARTICLE X

Additions, Alterations or Improvements

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

Any change in the exterior appearance of any Residence, including fences, walls, pools or patio enclosures, or any change in the appearance of the landscaping, shall be deemed an alteration requiring approval. The Board of Directors shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this paragraph.

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

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

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

ARTICLE XI

Sales Activity and Developer's Rights

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

ARTICLE XII

Amendments

The process of amending this Declaration shall be as follows:

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

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

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

D. Notwithstanding the foregoing, so long as Developer is entitled to elect the entire Board, Developer may amend this Declaration in order to correct a scrivener's error or other defect or omission without the consent of the Owners, Board or institutional mortgagees, provided that such amendment does not materially and adversely affect an Owner's property rights. Any

Such amendment may be signed by or on behalf of Developer, alone and a copy of the amendment shall be furnished to each Owner, the Association and all institutional mortgagees as soon after the recording thereof amongst the Public Records of Palm Beach County, Florida as is practicable.

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

ARTICLE XIII
Assignability of Rights of Developer

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

ARTICLE XIV
General Provisions

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

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

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

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

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

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

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

Section 8. No Implied Waiver. The failure of Developer, the Association, the Board of Directors or any Owner to object to an Owner's or other party's failure to comply with any covenant, restriction or provision will not result in waiver of any rights or privileges.

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

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

WITNESSES:

SHELDON W. RUBIN CONSTRUCTION CO., LTD.

Sheldon Rubin

By: Valleydale Investment, Inc.
its General Partner

Robert J. Rubin

By: Sheldon Rubin
Sheldon W. Rubin, President

(SEAL)

The undersigned, LAURELWOOD AT INDIAN SPRING HOMEOWNERS' Association, Inc. hereby consents to the terms and provisions contained in the foregoing Declaration and hereby assumes the duties and obligations imposed upon the undersigned thereunder.

WITNESSES:

LAURELWOOD AT INDIAN SPRING HOMEOWNERS' ASSOCIATION, INC.

Sheldon Rubin

By: Sheldon Rubin
Sheldon W. Rubin, President

Robert J. Rubin

Attest: Pamela Feiler
Pamela Feiler, Secretary

(SEAL)

STATE OF FLORIDA)
) ss
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 23rd day of July, 1987, by Sheldon W. Rubin as President of VALLEYDALE INVESTMENT, INC., a Florida corporation, as General

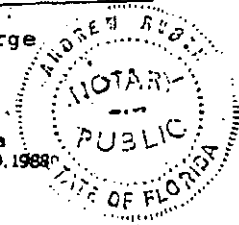
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partner of SHELDON W. RUBIN CONSTRUCTION CO., LTD., a Florida limited partnership, on behalf of the corporation.

Sheldon Ruben
NOTARY PUBLIC
State of Florida at Large

My Commission Expires:

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



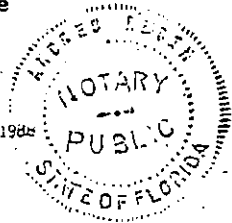
STATE OF FLORIDA)
COUNTY OF PALM BEACH) ss

The foregoing instrument was acknowledged before me this 23rd day of July, 1987, by Sheldon W. Rubin as President of LAURELWOOD AT INDIAN SPRING HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, on behalf of the corporation.

Sheldon Ruben
NOTARY PUBLIC
State of Florida at Large

My Commission Expires:

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



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

DESCRIPTION OF PROPERTY:

A parcel of land lying in the East one-half of Section 34, Township 45 South, Range 42 East, and being a re-plat of Housing Tract "D" and Part of Tract "C-2", Indian Spring Plat No. 3, according to the Plat thereof, recorded in Plat Book 41, Pages 6, 7 and 8, of the Public Records of Palm Beach County, Florida; said Parcel of land being more particularly described as follows:

Beginning at the Southwest corner of said Housing Tract "D", Indian Spring Plat No. 3; thence bear North 83 degrees 00' 00" East, along the boundary line of said Housing Tract "D", a distance of 190.00 feet; thence, North 67 degrees 00' 00" East, continuing along said Boundary Line, a distance 285.00 feet; thence North 84 degrees 00' 00" East, continuing along said boundary line a distance of 107.99 feet; thence, North 29 degrees 00' 00" East, continuing along boundary line a distance of 263.65 feet; thence, North 62 degrees 00' 00" East, continuing along said boundary line and its Northeasterly prolongation distance of 300.00 feet; thence, North 13 degrees 50' 00" West, a distance of 530.47 feet; thence, North 62 degrees 30' 00" West, a distance of 334.70 feet; thence, South 23 degrees 00' 00" West, a distance of 26.00 feet to the most northerly corner of said Tract "D"; thence, continue South 23 degrees 00' 00" West, along the boundary line of said Tract "D" a distance of 424.00 feet; thence, South 10 degrees 00' 00" West, along the boundary line of said Housing Tract "D" a distance of 440.00 feet; thence, North 90 degrees 00' 00" West, a distance of 263.34 feet to a point on the curved Easterly Right-of-Way line of Westbourne Drive (as shown on Plat), said Curve having a radius of 2370.00 feet and whose radius point bears South 89 degrees 44' 32" East; thence, Southerly along said curved Right-of-Way line and along the boundary line of said Housing Tract "D", through a central angle of 07 degrees 15' 28", a distance of 300.21 feet to the point of compound curvature of a curve to the left, having a radius of 1320.00 feet thence, Southerly along the arc of said curve, continuing along boundary line, through a central angle of 02 degrees 30' 00", a distance of 57.60 feet to the end of said curve and the POINT OF BEGINNING.

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

DESCRIPTION OF COMMON AREAS:

Tract A - Private Roadway
Tract B - Private Access
Tract C - Recreation area
Tract E - Open space

Utility, Drainage and overhang
easements as shown on the plat of
LAURELWOOD AT INDIAN SPRING accord-
ing to the plat thereof recorded in
Plat Book 56, Pages 8 and 9, of the
Public Records of Palm Beach County,
Florida.

This is not a certified copy

85362 P0332

State of Florida
County of Palm Beach

ORB 8668 Pg 1134
DOROTHY H. WILKEN, CLERK PB COUNTY, FL

The foregoing instrument was acknowledged before me this 13th day of March, 1995 by Martin Beck, President of the Board of Directors of Laurelwood at Indian Spring Association, Inc. who is personally known to me and who did not take an oath.

Linda A. Price
Notary Public

State of Florida
County of Palm Beach

Martin Beck, being duly sworn, deposes and says:

That he is the President of Laurelwood at Indian Spring Association, Inc.; that the Amendment to the Bylaws of Laurelwood have been approved by majority vote of the Board of Directors of Laurelwood at Indian Spring Association, Inc., and its members (38 For - 5 Against) on March 21, 1991; and that he is authorized to execute this instrument on behalf of the said Association and to affix the seal of said corporation thereto.

Signed: Martin Beck
Martin Beck, President

Attested: Joan Lempert
Joan Lempert, Secretary

Sworn to before me this 13th day of March, 1995.

Linda A. Price
Notary Public

OFFICIAL NOTARY SEAL
LINDA A PRICE
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC365715
MY COMMISSION EXP. MAY 1, 1998

THIS INSTRUMENT IS BEING FILED FOR RECORD IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

Name

Address:



11/18/2003 11:08:37 20030716469
OR BK 16203 PG 0746
Palm Beach County, Florida
Dorothy H. Wilken, Clerk

This is Not a Certified Copy

**LAURELWOOD AT INDIAN SPRING HOMEOWNER'S ASSOCIATION
5995 BANNOCK TERRACE
BOYNTON BEACH, FL 33437
561-734-8005**

November 4, 2003

Clerk of the Circuit Court
Recording Department
P.O. Box 4177
West Palm Beach, FL 33402

**RETURN TO:
MEL KATZMAN
5995 BANNOCK TERRACE
BOYNTON BEACH, FL 33437**

RE: An amendment (an addition) in Article 1X, section 1A, adding subsection 1, page DH-16 in the Covenants and Restrictions for Laurelwood recorded in Book # 5362 Page 308.

To Whom It May Concern:

Having successfully completed all the requirements for amending our documents, as specified on Page DH-20, Article XII, section B:

- i 2/3 of all owners - we had 90% consent
- ii A majority of the Board of Directors - unanimous consent
- iii Each institutional mortgagee holding a mortgage on any lot - consent from all 13 mortgagees

We hereby request that the County Clerk officially validate the amendment (an addition) to our documents.

The text of the amendment is as follows:

Article 1X, Section 1A, Subsection 1

Further provisions relating to the sale of lots.

Prior to the sale or transfer of any lot, the owner of such lot shall submit written notice to the Board of Directors of proposed sale or transfer. The notice shall be submitted of the form available at the Association Office and filled out in its entirety. The prospective purchaser of transferee shall submit a signed notarized statement agreeing to become a permanent equity member of Indian Spring Country Club prior to acceptance of said transaction.

This provision shall not pertain to person(s) obtaining ownership through inheritance unless that person(s) resides in the inherited residence in excess of 120 days annually. No sale or transfer, shall be consummated without approval of such requests, and said approval shall not be unreasonably withheld.

Lawrence Siegelman, President

Carole Levin, Secretary

X

Notarized _____

OFFICIAL NOTARY SEAL
LINDA A PRICE
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. DD12311
MY COMMISSION EXP. JUNE 9 2006

Notarized _____

OFFICIAL NOTARY SEAL
LINDA A PRICE
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. DD12311
MY COMMISSION EXP. JUNE 9 2006

LIGHTING AMMENDMENT
LAURELWOOD HOMEOWNERS ASSOCIATION

August 20th, 2014

Clerk & Comptroller of Palm Beach County
P. O. Box 4177
West Palm Beach, FL 33402

Re: An amendment (an addition) to Article IV Section 12 adding to line 14 of page DH-7 in the Covenants and Restrictions for Laurelwood recorded in Book # 5362 Page 308.

Having successfully completed all the requirements for amending our documents, as specified on Page DH-20, Article XII, section B:

- i. 2/3 of all owners – we had 96% consent.
- ii. A majority of the Board of Directors – we had 86% consent.
- iii. Each institutional mortgagee holding a mortgage on any lot – consent from all 6 mortgagees (3 assumed consent because of failure of mortgagees to respond to certified letters).

We hereby request that the County Clerk officially validate the amendment (an addition) to our documents.

The text of the amendment is as follows:

(Underlining in the body of the Section represents new text)

Article IV, Section 12 Maintenance of Recreation Area, Common Areas, Lawns and Exteriors of Residences. The Association shall at all times maintain in

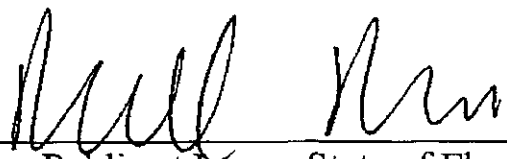
good repair, and shall replace as often as necessary, any and all improvements situated on the Recreation Area and Common Areas (upon completion of construction by Developer), including, but not limited to recreational facilities, landscaping, sprinkler pipes and systems, paving drainage structures, street lighting fixtures and appurtenances, sidewalks, and other structures, except public utilities, all such work to be done as ordered by the Board of Directors acting on a majority vote of the Board. Maintenance of the street lighting fixtures shall include the fixtures within the Common Areas and shall further extend to payment for electricity consumed in the illumination of such lights. The Association shall maintain each house's front door light and two garage lights and one side light closest to the front of the house. The cost of electricity for these lights shall remain the obligation of the homeowner. The Association shall maintain all lawns, shrubs ... (rest of the paragraph remains unchanged).


Sherman Rosenfield- President


Toby Breit- Secretary

WITNESS my hand and official seal in the County and State last aforesaid this 20th day of August, 20 14.

My Commission Expires:


Notary Public at Large, State of Florida



CFN 20140327222
OR BK 27016 PG 1231
RECORDED 09/03/2014 12:58:00
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1231 - 1236; (6pgs)

PREPARED BY AND RETURN TO:

Steven D. Rubin, Esq.
200 West Palmetto Park Road, Suite 301
Boca Raton, Florida 33432

MARKETABLE RECORD TITLE ACT NOTICE

The undersigned, President of the LAURELWOOD AT INDIAN SPRING HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation, an Association governed by the provisions contained in Florida Statutes Chapter 720, hereby files this its Notice to preserve and protect a Declaration of Covenants, Conditions, Easements and Restrictions governing its members, lienors and other persons, in accordance with F. S. § 712.05 (2010) and F. S. § 712.06 (2010), and hereby states as follows:

1. The name of the Association desiring to preserve the Declaration, Covenants, Easements, and Restrictions and its address are: LAURELWOOD AT INDIAN SPRING HOMEOWNERS' ASSOCIATION, INC.
2. A full and complete description of all land affected by this Notice is described as:

See attached Exhibit "A"
3. An Affidavit of Mailing the Notice required by F. S. § 712.06 (b)(2010) is attached hereto and made a part hereof as Exhibit "B".
4. Laurelwood at Indian Spring Homeowners' Association, Inc., claims an interest in the land by virtue of the following recorded Declaration, Covenants, Easements, Conditions and Restrictions:

Terms, Provisions, Covenants and Restrictions contained in the Declaration of Covenants and Restrictions for Laurelwood at Indian Spring, recorded in Official Record Book 5362, Page 0308 et seq., of the Public Records of Palm Beach County, Florida, and all amendments thereto.

IN WITNESS WHEREOF, the undersigned has set his hand and seal hereto this 20 day of ~~August~~, 2014, at Boynton Beach, Palm Beach County, Florida.

LAURELWOOD AT INDIAN SPRING HOMEOWNERS' ASSOCIATION, INC., Florida not for profit corporation

Toby Brent
Witness

Toby Brent
Print name of witness

Az ABRAMOV
Print name of witness

BY: [Signature]
Sherman Rosenfield, its President

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was sworn to, subscribed and acknowledged before me this 20th day of Aug, 2014, by Sherman Rosenfield, President and Director of Laurelwood at Indian Spring Homeowners' Association, Inc., who
(please check one)

is (are) personally known to me OR
 has (have) produced _____ as identification and he/she/they

(please check one)
 did take an oath
 did not take an oath

My Commission Expires

[Signature]
Notary Public

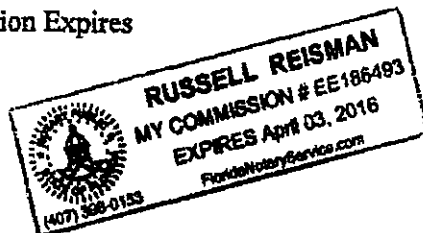


EXHIBIT A.
ANNEXED TO AND FORMING
PART OF DECLARATION OF
COVENANTS AND RESTRICTIONS
FOR LAURELWOOD AT INDIAN SPRING

DESCRIPTION OF PROPERTY.

A parcel of land lying in the East one-half of Section 34, Township 45 South, Range 42 East, and being a re-plat of Housing Tract "D" and Part of Tract "C-2", Indian Spring Plat No. 3, according to the Plat thereof, recorded in Plat Book 41, Pages 6, 7 and 8, of the Public Records of Palm Beach County, Florida; said Parcel of land being more particularly described as follows:

Beginning at the Southwest corner of said Housing Tract "D", Indian Spring Plat No 3, thence bear North 83 degrees 00' 00" East, along the boundary line of said Housing Tract "D", a distance of 170.00 feet; thence, North 67 degrees 00' 00" East, continuing along said Boundary Line, a distance 285.00 feet; thence North 84 degrees 00' 00" East, continuing along said boundary line a distance of 107.99 feet, thence, North 21 degrees 00' 00" East, continuing along boundary line a distance of 263.65 feet; thence, North 62 degrees 00' 00" East, continuing along said boundary line and its Northeastly prolongation distance of 300.00 feet; thence, North 13 degrees 50' 00" West, a distance of 530.15 feet; thence, North 62 degrees 30' 00" West, a distance of 334.70 feet; thence, South 23 degrees 00' 00" West, a distance of 26.00 feet to the most northerly corner of said Tract "D", thence, continue South 23 degrees 00' 00" West, along the boundary line of said Tract "D" a distance of 424.00 feet; thence, South 30 degrees 00' 00" West, along the boundary line of said Housing Tract "D" a distance of 410.00 feet; thence, North 90 degrees 00' 00" West a distance of 263.34 feet to a point on the curved Easterly Right-of-Way line of Westbourne Drive (as shown on Plat), said Curve having a radius of 2370.00 feet and whose radius point bears South 89 degrees 44' 32" East; thence, southerly along said curved Right-of-Way line and along the boundary line of said Housing Tract "D", through a central angle of 07 degrees 15' 28", a distance of 300.21 feet to the point of compound curvature of a curve to the left, having a radius of 1320.00 feet thence, southerly along the arc of said curve, continuing along boundary line, through a central angle of 03 degrees 30' 00", a distance of 57.60 feet to the end of said curve and the POINT OF BEGINNING.

This is not a

85362 P0331
TECDU 2658

EXHIBIT "A"

LEGAL DESCRIPTION

All of LAURELWOOD AT INDIAN SPRING, according to the Plat hereof, as recorded in Plat Book 56, at Pages 8 and 9, of the Public Records of Palm Beach County, Florida.

This is not a certified copy
This is not a certified copy

85362 P0355

EXHIBIT "B"

AFFIDAVIT OF MAILING

BEFORE ME, the undersigned authority, personally appeared Sherman Rosenfield, President of Laurelwood at Indian Spring Homeowners' Association, Inc., who, being first duly sworn upon oath and personal knowledge says:

1. That I am the President and a Director of the Laurelwood at Indian Spring Homeowners' Association, Inc. ("Association").

2. On 7/23/2014 the Board of Directors of the Association caused a copy of the attached Statement of Marketable Title Action (Exhibit "1"), mailed by first class U. S. mail, postage prepaid to each of the Association's members at their respective addresses as they appear in the Association's official records.

3. Affiant further states that he is familiar with the nature of an oath; and with the penalties as provided by the laws of the State aforesaid for falsely swearing to statements made in an instrument of this nature. Affiant further certifies that he has read, or has heard read to him the full facts of this affidavit, and understand its content.

FURTHER AFFIANT SAYETH NAUGHT.

LAURELWOOD AT INDIAN SPRING
HOMEOWNERS' ASSOCIATION, INC., a
Florida not for profit corporation

BY: [Signature]
Sherman Rosenfield, President and Director

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was sworn to, subscribed and acknowledged before me this 23rd day of July, 2014, by Sherman Rosenfield, President and Director of Laurelwood at Indian Spring Homeowners' Association, Inc., who

(please check one)

is (are) personally known to me OR

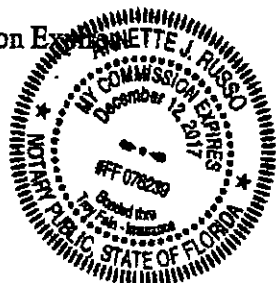
has (have) produced _____ as identification and he/she/they

(please check one)

did take an oath

did not take an oath

My Commission Expires



[Signature]
Notary Public

EXHIBIT "1" TO THE NOTICE OF MEETING OF
THE BOARD OF DIRECTOR'S OF
LAURELWOOD AT INDIAN SPRING HOMEOWNERS' ASSOCIATION, INC.

To: All Members of Laurelwood at Indian Spring Homeowners' Association, Inc.

From: Laurelwood at Indian Spring Homeowners' Association, Inc.

STATEMENT OF MARKETABLE TITLE ACTION

Laurelwood at Indian Spring Homeowners' Association, Inc., ("Association") has taken action to ensure that the following Instruments:


1. Terms, Provisions, Covenants and Restrictions contained in the Declaration of Covenants and Restrictions for Laurelwood at Indian Spring, recorded in Official Record Book 5362, Page 0308 et seq. of the Public Records of Palm Beach County, Florida, and all amendments thereto

currently burdening the property of each and every Member of the Association, and they retain their status as the source of marketable title with regard to the transfer of a Member's residence.

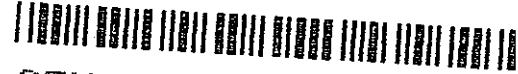
To this end, the Association shall cause the Notice required by Chapter 712, Florida Statutes, to be recorded in the Public Records of Palm Beach County, Florida. Copies of this Notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association.

Respectfully submitted,

LAURELWOOD AT INDIAN SPRING
HOMEOWNERS' ASSOCIATION, INC., a
Florida not for profit corporation

BY: 
Sherman Rosenfield, its President and
Director

Date: 8/20/2014



CFN 20190204317

OR BK 30660 PG 188
RECORDED 06/05/2019 12:57:55
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1880 - 1893; (14pgs)

Laurelwood Homeowner's Association

C/O Arthur H. Hoffman

11494 Victoria Circle

Boynton Beach, FL 33437

May 22, 2019

Clerk & Comptroller of Palm Beach County

P.O. 4177

West Palm Beach, FL 33402

Re: Book # 5362 Page 308 CFN 19870219302

1. An amendment to Article III Section 3 to page DH-4 in the Declaration of Covenants and Restrictions for Laurelwood HOA
2. An amendment to Article IX in its entirety, on pages DH-16 to DH-19 of the Declaration of Covenants and Restrictions of Laurelwood HOA
3. An amendment to Article XIV on page DH-21 an following of the Declaration of Covenants and Restrictions of Laurelwood HOA
4. An amendment to Article IV on page 2 of the Articles of Incorporation of Laurelwood HOA
5. An amendment to Article VI Section 3 on page BL-4 of the By-laws of Laurelwood HOA
6. An amendment to Article VIII Section 2 on page BL-5 of the By-laws of Laurelwood HOA

Having successfully completed all the requirements for amending our documents, as specified on page DH-20, Article XII, section B:

- i. 2/3rds of all owners—we had 80 % consent for amendments to the Declaration of Covenants

- ii. A majority of the Board of Directors—unanimous consent
- iii. Each institutional mortgagee holding a mortgage on a lot—consent from all 3 mortgagees (2 assumed consent because of failure of mortgagees to respond to certified letters).

We hereby request that the County Clerk officially validate the amendments to our documents. The text of the amendments is contained in the 12-page enclosure.

(Signature)

Sherman Rosenfield—President

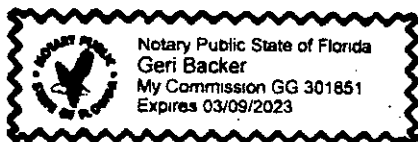
(Signature)

Glenn Block—Secretary

WITNESS my hand and official seal in the County and State last aforesaid this

22nd day of March, 2019.

My Commission Expires:



(Signature)
Notary Public at Large, State of Florida

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**PROPOSED AMENDMENTS TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS FOR LAURELWOOD AT
INDIAN SPRING**

PROPOSAL 1. Amending Article III, Section 3, to increase the number of days a member may be delinquent in payment of assessments before voting rights may be suspended, as follows:

(ADDITIONS INDICATED BY UNDERLINING; DELETIONS INDICATED BY "—"; UNAFFECTED TEXT INDICATED BY "...")

ARTICLE III

Membership and Voting Rights in the Association

Section 1. Membership. No change.

Section 2. Voting Rights. No change.

Section 3. Proviso. Notwithstanding the provisions hereof, the Association shall have the right to suspend any Member's voting rights for any period during which any assessment or installment thereof shall remain unpaid for more than ~~thirty~~ sixty (30 ~~60~~) days after the due date for the payment thereof.

PROPOSAL 2. Amending Article IX in its entirety, which describes the restrictions on sales, leasing, occupancy, and other transfers of lots, as follows:

(SUBSTANTIAL REWORDING OF DECLARATION. PLEASE SEE ARTICLE IX FOR PRESENT TEXT)

ARTICLE IX

Conveyances and Leases of Lots

(i.) As used in this Article IX, the following terms "guests" and "occupy" are defined as follows:

1. "Guest" means any person who: (a) is physically present in or occupies the Lot at the invitation of the Owner, or other legally permitted Occupant, without requirement to contribute money, perform services, or provide any other consideration to the Owner or lessee in connection with such presence or occupancy; (b) is not the Owner, lessee, or Occupant of the Lot

and who is present on the Lot; and (c) is not a member of the immediate family of the Owner or lessee of the Lot when the person is present on the Lot. "Immediate family" means the parent, child, spouse, sibling, significant other, life partner, grandparent, or grandchild of the Owner or lessee.

2. "Occupy" shall mean and refer to the act of being physically present on a Lot for at least thirty (30) days per calendar year. "Occupant" is a person, other than the record Owner of the Lot or lessee of the Lot under an approved lease agreement, who occupies a Lot. Any Guest, other than an immediate family member as defined in this Declaration, who occupies a Lot for more than thirty (30) days per calendar year, shall be deemed to be an Occupant for purposes of approval by the Association in the same manner as leases are approved by the Association.

(ii.) ASSOCIATION APPROVAL REQUIRED -- No owner may sell, lease, gift, or otherwise transfer ownership of a Lot or any interest therein in any manner without the prior written approval of the Association. The approval shall be a written instrument in recordable form (except for leases) which shall include, without limitation, the nature of the transfer (sale, lease, etc.), the parties to the transaction (sellers, purchasers, etc.), the Lot number, the name of the Association and the Official Record Book (O. R. Book) and Page numbers in which this Declaration was originally recorded. The approval must be recorded simultaneously in the Palm Beach County, Florida Public Records with the deed or other instrument transferring title to the lot.

1. DEVISE OR INHERITANCE -- If any Lot owner shall acquire title by devise or inheritance or in any other manner not heretofore considered, the continuance of ownership shall be subject to the approval of the Association. Such owner shall give the Association notice of the title acquisition together with such additional information concerning the Lot owner as the Association may reasonably require, together with a copy of the instrument evidencing the owner's title, and if such notice is not given, the Association, at any time after receiving knowledge of such transfer, may approve or disapprove the transfer of ownership.

2. LEASING OF LOTS. An Owner may lease a Lot only in accordance with this Declaration, with the prior written approval of the Association, and only after complying with this Section. Reference to "leasing" in this Section shall also include rental. Prior notice is required in connection with any lease, or lease renewal or extension and in connection with any new persons occupying under, during or along with a lease. All Occupants, as that term is defined in this Declaration shall be required to be approved in writing by the Association. A lease or rental shall exist if any form of consideration (whether for services, employment or otherwise) is paid or exchanged. Any lease, lease renewal or change in occupancy under, during or along with a lease is referred to in this Section as a "Lease".

- A. Entire Lots. Only the entire Lots may be rented. The renting of rooms is prohibited.
- B. Subletting. Subletting of a Lot or assignment of a Lease of

a Lot shall be prohibited.

C. **Minimum and Maximum Terms.** The minimum term for a lease is three (3) consecutive months and the maximum term for a lease shall be twelve consecutive months.

D. **Frequency of Lease.** No Lease shall be made more often than once in any twelve month period. For purposes of calculation, a Lease shall be considered made as of the first day of the lease term, and in the case of any new person occupying, on the date of the new occupancy. This provision shall not be considered to permit subletting or to permit a Lease that is otherwise prohibited under the Declaration or Rules and Regulations of the Association. For purposes of this Declaration, any Leases under which the lease term of occupancy began prior to the date of recording of this Amendment to the Declaration shall not be considered in the computation limiting the frequency of Leases.

E. **Contents of Lease Agreement.** Every lease shall be required to be in writing and shall contain, and if it does not contain, shall be automatically deemed to contain the following:

1. The lessee and all Occupants shall abide by all provisions of the Incorporation and Bylaws and reasonable Rules and Regulations, as amended from time to time, and the failure to do so shall constitute a material default and breach of the lease, which shall entitle the Association to require the permanent removal of the lessee and/or Occupants from the Lot.

2. Any assessments or Charges, together with interest, late fees, costs and attorneys' fees, due and owing by the owner/landlord shall be paid by the lessee directly to the Association, so long as the Association notifies the Owner/landlord and lessee of such sums due and owing to the landlord; the foregoing shall not change the fact that the Owner shall remain primarily liable for the payment of any and all such sums to the Association until same are paid in full.

3. The Owner and Lessee hereby irrevocably appoint the Association, as agent and attorney-in-fact for the

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landlord/Owner, and the Association has the power to evict the tenants and Occupants under Chapter 83, Florida Statutes, for violations of the Governing Documents as amended from time to time.

F. The Owner shall notify the Association of any intended Lease not less than fifteen (15) days prior to the commencement of occupancy under the Lease. The failure of the Owner to so notify the Association shall entitle the Association to fail to permit access by the persons to occupy under the Lease.

G. No Owner may lease the Owner's Lot during the first twelve (12) months of ownership, with only the following exceptions to apply:

1. In the event that by virtue of an Owner's death, a probate proceeding is filed and the Lot is part of the probate estate, the estate may be permitted to lease the lot one time only.

2. In the event an Owner's death thereby vesting legal title to the Lot to the heirs, but no probate proceeding has been filed, prior to a probate being filed, the Lot may be leased one time only. Upon the filing of a probate proceeding, the provisions of subsection (1) above shall apply to permit the estate to lease one time as otherwise provided for in the Declaration.

3. Once the estate conveys title to the Lot, and the new Owner(s) is/are heir(s) of the estate, the heir(s) shall be permitted to lease the Lot without regard to the twelve (12) month limitation. However, if the conveyance of title by the estate is other than to an heir of the estate, then the new Owner may not lease the Lot during the first twelve (12) months of ownership.

4. In the event of an Owner's death whereby title is automatically conveyed to another co-Owner, the co-Owner shall be permitted to lease the Lot during the first twelve (12) months of the co-Owner's original ownership.

5. In the event title to a Lot which is not subject to an exception in this Section is transferred subject to an existing

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lease, the lease may continue in force, but cannot be renewed or extended or a new lease executed until after the expiration of twelve (12) months from the date that the lease expired.

H. The Association shall further have the authority to charge an application fee in an amount to be determined from time to time by the Board of Directors, per applicant or Occupant, for any proposed Lease to be approved by the Association. In addition, the Association shall have the authority to charge a security deposit, to offset damage to the Common Areas or other Property, in an amount of One Thousand (\$1,000.) Dollars, which shall be collected by the Association from the Owner. Such security deposit may also be used to offset any unpaid fine, assessment or other charge due to the Association from the Owner, tenant or Occupant, and if any of such security deposit is used for any purpose identified herein, the Association shall further have the authority to require the Owner or tenant to replenish the security deposit during the pendency of the lease agreement. The security deposit shall not be required to be deposited into an interest bearing account, but will otherwise be governed by the applicable provisions of Chapter 83, Part II, Fla. Stat., as it is amended from time to time. The Association shall further have the authority to conduct any and all necessary background checks, including criminal background checks, on any proposed applicant, tenant or Occupant of any Lot, and shall have the authority to charge the costs of any such criminal or other background check to the Owner, tenant and/or Occupant. The Association shall have the authority to conduct a telephone or personal interview.

I. Without limiting the Association's ability to disapprove of all leases and all Occupants, a proposed tenant or Occupant may be disapproved by the Association for any reasonable grounds, which reasonable grounds shall include, but not be limited to, the following:

- (a) The person(s) seeking approval (which shall include all proposed Occupant(s)) fails to qualify for membership in the Association, including, but not limited to, those applicants who fail to qualify for membership because of the restrictions on occupancy or ownership set forth in this Declaration, the Bylaws, Articles of Incorporation, or Rules and Regulations of the Association, as same may be amended from time to time, or;
- (b) The person(s) seeking approval have been convicted at any time of a felony involving violence to persons or a felony where the victim was a minor or has been convicted of any other felony within the ten (10) years preceding the date

of application; or

(c) The person(s) seeking approval is a registered sexual offender or sexual predator pursuant to Florida law or pursuant to any other jurisdiction; or

(d) The person(s) seeking approval takes possession of the Lot prior to the approval by the Association as provided for herein; or

(e) The person(s) seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by such person's conduct in this or any other association or community as a lessee, guest, owner or occupant of a Lot; or

(f) The person(s) seeking approval fails to comply with the requirements the approval of the lessee as set forth in this Declaration; or

(g) No lease will be approved, if, at the time of the application or at any time prior to the time approval is to be granted, the Lot Owner is delinquent in the payment of any financial obligation to the Association under this Declaration or under any of the Governing Documents or the applicable Statute, or if the Lot is in violation of any provision of this Declaration or the Rules and Regulations, which remains uncured at the time the Association is required to make its election hereunder.

J. **Corporate or Trust Ownership of Lots.** Where a Lot is owned by a corporation, partnership, trust or other similar entity, such entity must designate a primary Occupant(s) of such Lot, which Occupant(s) shall be required to be approved by the Association in accordance with all of the procedures and requirements contained in this Section.

K. **ASSOCIATION'S OPTIONS** – The Association must, within thirty (30) days after the receipt of all the information required above, either approve the lease or disapprove it for cause. "For cause" includes, without limitation, the reasons described in this Section I above. In exercising its power of disapproval the Association must act in a manner that is neither arbitrary nor unlawfully discriminatory and withhold approval only for a reason or reasons rationally related to the protection, preservation, and proper operation of the Association and the purposes as set forth in this Declaration. If the Association fails or refuses within the allotted time to notify the Owner of either approval or disapproval in writing, then the Association shall conclusively be presumed to have approved the lease transaction, and the Association shall, on demand, provide a certificate of approval. The

Association shall not be obligated to provide the Owner with an alternate lease if the Association disapproves the lease.

3. MULTIPLE AND NON-NATURAL OWNERS OR LESSEES -- De facto time sharing of Lots is not permitted and approval will not be given for the sale of a Lot or an interest in a Lot to multiple persons (e.g., siblings or business associates), who may intend that they and their families would split occupancy of the Lot into different time periods during the year. Inasmuch as the Lot may be used only for residential purposes and as a single family residence, no corporation, partnership or other form of legal entity, whether domestic or foreign, for profit or not for profit, or private or public, may, own, lease, occupy, or acquire any interest in a Lot, except as provided herein. Notwithstanding anything to the contrary contained in this paragraph, the trustee(s) of a revocable or irrevocable trust may hold title to a Lot, provided the trust agreement designates a natural person(s) as the beneficial owner of the Lot, and the trustee(s) is a natural person(s). If the proposed Lot owner is a trustee, the approval of ownership by the trustee shall be conditioned by requiring the beneficial owners of the Lot designated in the trust agreement to be approved by the Association. The trustee itself shall not be entitled to occupy the Lot, unless the trustee is also a beneficial owner of the Lot under the trust agreement. Notwithstanding anything to the contrary contained herein, the Association and any institutional first mortgagee are permitted to hold title to a Lot.

4. APPROVAL PROCEDURE FOR TRANSFERS OTHER THAN LEASES --

The approval of the Association shall be obtained as follows:

a. WRITTEN NOTICE -- Not later than thirty (30) days before the transfer of ownership occurs, legal written notice shall be given the Association by the owner of intention to sell or transfer an interest in a Lot in any fashion. The notice shall include the name and address of the proposed acquirer and a correct and complete copy of the proposed documents to be executed to effectuate the transaction. The Association may require such other and further information as it deems reasonably necessary and may impose an approval fee in an amount determined by the Board of Directors from time to time. The Association may require such other and further information as it deems reasonably necessary to qualify a prospective transferee as an occupant or owner of a Lot including, without limitation, the submission of a financial statement executed under oath and a consent form which will permit the Association to perform a credit, reference and background check to establish the financial responsibility of the proposed transferee. The Association may also require the proposed acquirer to attend a personal interview before approving the application. Information obtained by the Association during the application process may be used by the

Association in determining whether to approve the proposed transfer.

b. **ASSOCIATION'S OPTIONS** -- The Association must, within 30 days after receipt of all the information required above, either approve the transfer or disapprove it. Except in the case of disapproval for cause, if the transfer is disapproved, on the written demand of the Owner, provided the demand was made at or prior to the time the application for approval was initially submitted to the Association for approval, the Association shall furnish an alternate purchaser the Association approves or the Association may itself elect to purchase, and the owner must sell to such alternate or to the Association on the same terms set forth in the proposal given the Association or the owner may withdraw the proposed sale. In exercising its power of disapproval the Association must act in a manner that is neither arbitrary nor unlawfully discriminatory and withhold approval only for a reason or reasons rationally related to the protection, preservation, and proper operation of the Association and the purposes as set forth in the Association's governing documents. As used herein, the term "for cause" means the proposed transfer if consummated would constitute a violation of the Association's Governing Documents; the proposed transfer is contrary to the purposes as set forth in the preceding sentence; the proposed transferor is then in violation of any terms of the Association Governing Documents; for any one or more of the reasons described in Section (2) or (3) above; or the proposed transferee does not consent to joining and does not become a member of the Indian Spring Country Club, for at least one (1) year; or as provided in Section 4(d) below.

If the Association fails or refuses within the allotted time to notify the owner of either approval or disapproval in writing, or if it fails to provide an alternate purchaser or make an election to purchase the Lot itself when required to do so, then the Association shall conclusively be presumed to have approved the transaction, and the Association shall, on demand, provide a recordable certificate of approval.

c. **CLOSING DATE** -- The sale shall be closed within 60 days after an alternate purchaser has been furnished or the Association has elected to purchase.

d. **NOTICE OF DISAPPROVAL** -- If the Association disapproves the proposed transaction (subject to the qualifications contained in Section (4)(b) of this Article, notice of disapproval shall promptly be sent in writing to the owner or interest holder, and the transaction shall not be made. The Association need not approve any sale or transfer until such time as all unpaid assessments, charges and expenses and all court costs and attorneys' fees (if any) incurred by the Association and due and owing for the Lot have been

paid, or if the owner or the owner's then present lessee, occupant, guest or invitee is in violation of any term or condition of the Association's Governing Documents or Florida Statutes Chapter 720, as amended from time to time. The reasons contained in the preceding sentence shall also constitute "cause" for disapproval pursuant to Section 4(b) above.

5. EXCEPTION – The foregoing provisions of this Section shall not apply to a purchase or transfer by an institutional mortgagee or other approved mortgagee which acquires its title as the result of owning a mortgage upon the Lot concerned, and this shall be so whether the title is acquired by deed from the mortgagor or its successor in title or through foreclosure proceedings.

UNAPPROVED TRANSACTIONS – Any transaction that is not approved pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

PROPOSAL 3. Amending Article XIV to clarify that the Declaration is subject to and governed by Chapter 720, Florida Statutes, as follows:

(ADDITIONS INDICATED BY UNDERLINING; DELETIONS INDICATED BY "—"; UNAFFECTED TEXT INDICATED BY "...")

ARTICLE XIV
General Provisions

Section 1. Duration. No change.

Section 2. Notice. No change.

Section 3. Enforcement. No change.

Section 4. Severability. No change.

Section 5. Captions. No change.

Section 6. Liabilities. No change.

Section 7. Contest. No change.

Section 8. No Implied Waiver. No change.

Section 9. Conflicts, etc. No change.

Section 10. Chapter 720, Florida Statutes Governs. This Declaration, and the Association's Articles of Incorporation, Bylaws, and Rules and Regulations ("Governing Documents") shall be subject to and shall be governed by Chapter 720 of the Florida Statutes, as the same may be amended from time to time. In the event of a conflict between the Governing Documents and Chapter 720 of the Florida Statutes, the Florida Statutes, as amended, shall control.

* * * *

**PROPOSED AMENDMENT TO THE ARTICLES OF INCORPORATION OF
LAURELWOOD AT INDIAN SPRING HOMEOWNERS' ASSOCIATION, INC.**

PROPOSAL 1. Amending Article IV, Section 3, to lower the quorum for a meeting of the Members to thirty percent, as follows:

**(ADDITIONS INDICATED BY UNDERLINING; DELETIONS
INDICATED BY ""; UNAFFECTED TEXT INDICATED BY "...")**

**ARTICLE IV
MEMBERS**

Section 1. Membership. No change.

Section 2. Voting Rights. No Change.

Section 3. Meetings of Members. The By-Laws of the Association shall provide for annual meetings of members, and may make provision for regular and special meetings of members in addition to the annual meetings. A quorum for the transaction of business at any meeting of the members shall exist if ~~fifty~~ thirty percent (50% 30%) of the total number of members in good standing shall be present or represented at the meeting.

* * *

**PROPOSED AMENDMENTS TO THE BYLAWS OF LAURELWOOD AT INDIAN
SPRING HOMEOWNERS' ASSOCIATION, INC.**

PROPOSAL 1. Amending Article VI, Section 3, to permit the use of electronic mail to provide notice to members, as follows:

(ADDITIONS INDICATED BY UNDERLINING; DELETIONS
INDICATED BY "—"; UNAFFECTED TEXT INDICATED BY "...")

ARTICLE VI
MEETINGS OF MEMBERS

Section 1. No change.

Section 2. No change.

Section 3. Notice may be given to the member either personally, by electronic mail as provided below, or by sending a copy of the notice through the United States mail, postage thereon fully paid, to him the member's address appearing on the records of the Association. Each member shall register his the member's address with the Secretary, and notices of meetings, if sent by mail, shall be mailed to him the member at such address. Notice of any meeting, regular or special, shall be mailed, or personally delivered, or sent by electronic mail, at least fourteen (14) but not more than thirty (30) days in advance of the meeting and shall set forth the general nature of the business to be transacted. With authorized consent as provided in this Section 3, notices may be sent to members by electronic mail, instead of, or in addition to, delivery by U.S. Mail or personal delivery, and delivery by electronic mail shall constitute valid delivery of notices to the member. Notice includes notices of any members' or Board of Director's meetings, or for any other purpose permitted by Chapter 720, Florida Statutes, as it may be amended from time to time. A member must elect to receive notices by electronic mail, otherwise notice shall be sent by United States mail or personal delivery. To elect to receive notice by electronic mail, a member shall file with the Secretary of the Association a written and signed consent which waives service of notices by personal delivery or United States mail, and accepts service of notices by electronic mail. The written consent shall designate the electronic mailing address of the member and shall remain valid unless revoked by a subsequent written and signed revocation filed with the Secretary of the Association. If a Lot is owned by more than one person, all record Lot owners must sign the written consent form or the written revocation form. Each Lot may designate only one electronic mailing address for the receipt of notices sent by the Association.

Section 4. No change.

Section 5. No change.

Section 6. No change.

Section 7. No change.

Section 8. No change.

PROPOSAL 2 Amending VIII, Section 2, to authorize the Association to deposit funds in a bank not located in Palm Beach County as long as the bank is FDIC insured, as follows:

(ADDITIONS INDICATED BY UNDERLINING; DELETIONS INDICATED BY "—"; UNAFFECTED TEXT INDICATED BY "...")

ARTICLE VIII
FISCAL MATTERS

Section 1. No change.

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

Section 3. No change.

Section 4. No change.

Amendment to the Declaration

**Laurelwood at Indian Spring Homeowners Association, Inc
Boynton Beach, Florida 33437**

April 18, 2023

Laurelwood Homeowners Association, Inc. held a duly and properly noticed members meeting on March 28, 2023 at 10:00 a.m. to amend Article IX, Section (ii)(4)(b) of the Declaration and Article IX, Section (ii) of the Declaration as follows:

**PROPOSED AMENDMENTS TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS FOR LAURELWOOD AT
INDIAN SPRING ("Declaration")**

**(ADDITIONS INDICATED BY UNDERLINING; DELETIONS
INDICATED BY "—"; UNAFFECTED TEXT INDICATED BY "...")**

PROPOSAL 1. (A) Amending Article IX, Section (ii)(4)(b) of the Declaration to delete the requirement of Indian Spring Country Club membership, as follows:

b. ASSOCIATION'S OPTIONS -- The Association must, within 30 days after receipt of all the information required above, either approve the transfer or disapprove it. Except in the case of disapproval for cause, if the transfer is disapproved, on the written demand of the Owner, provided the demand was made at or prior to the time the application for approval was initially submitted to the Association for approval, the Association shall furnish an alternate purchaser the Association approves or the Association may itself elect to purchase, and the owner must sell to such alternate or to the Association on the same terms set forth in the proposal given the Association or the owner may withdraw the proposed sale. In exercising its power of disapproval the Association must act in a manner that is neither arbitrary nor unlawfully discriminatory and withhold approval only for a reason or reasons rationally related to the protection, preservation, and proper operation of the Association and the purposes as set forth in the Association's governing documents. As used herein, the term "for cause" means the proposed transfer if consummated would constitute a violation of the Association's Governing Documents; the proposed transfer is contrary to the purposes as set forth in the preceding sentence; the proposed transferor is then in violation of any terms of the Association Governing Documents; or for any one or more of the reasons described in Section (2) or (3) above; ~~or the proposed transferee does not consent to joining and does not become a member of the Indian Spring Country Club for at least one (1) year; or as provided in Section 4(d) below.~~

AND

(B) Amending Article IX, Section (ii) of the Declaration by adding a new subsection (7.) to impose a capital contribution upon the sale, transfer, or conveyance of a Lot, except as otherwise may be determined by Association Rule under limited circumstances, as follows:

7. Capital Contribution. Upon the sale, transfer, or any other conveyance of a Lot, the party acquiring title shall make a one-time capital contribution ("Capital Contribution") to the Association in an amount determined from time to time by the Board of Directors, but in no event exceeding a total of four (4) quarterly general assessments for the Lot, in the case of a sale, as assessed in the year in which the contract for sale and purchase of the Lot is fully executed, and in the case of any transfer other than a sale, not exceeding a total of four (4) quarterly general assessments for the Lot determined as of the date the instrument of conveyance is recorded, or if the new Owner acquires his or her interest in the Lot by operation of law and there is no instrument of conveyance, as of the date the new Owner acquires his or her interest in the Lot (e.g., the date of death of the prior Owner of the Lot). The Board of Directors of the Association is authorized to use the Capital Contribution funds collected for any purpose for which the Association may otherwise expend funds. The Capital Contribution shall not be considered an advance payment of installments of any other assessments, including without limitation, the annual general assessment or any special assessments. The Capital Contribution shall be paid to the Association by the party acquiring title on the same date as the date of the transfer of title to the Lot. The failure to timely pay the Capital Contribution to the Association as provided herein shall entitle the Association to record a lien against the Lot and collect the unpaid Capital Contribution in the same manner as it is authorized to collect other unpaid assessments pursuant to this Declaration. The lien shall secure the unpaid Capital Contribution due and in addition, interest, costs, and attorney's fees incurred in pursuing collection. Attorney fees incurred in the Association's effort to obtain recovery of the attorney fees, including those to determine the amount of attorney fees due shall also be recoverable. Without limiting the foregoing, the Board of Directors shall have the authority to establish Rules which exclude from the term of "sale, transfer, or conveyance", as used herein, which (i) reduce the amount of the Capital Contribution, or (ii) delay payment of the Capital Contribution, with respect to either (1) a transfer of title to a Lot from an existing Owner to a trust of which the trustee is the same as the Owner, or is otherwise a transfer made as a result of estate planning or for estate planning purposes without a change in beneficial ownership; or (2) is the result of an inheritance, gift, or devise from the Owner to an heir of the Owner.

PROPOSAL 2. Amending Article V, Section 3, of the Declaration to authorize the Association to impose a special assessment in the case of an emergency, as follows:

Section 3. Special Assessments for Capital Improvements and Emergencies.

(a.) Special Assessments for Capital Improvements. In addition to the annual assessment authorized above, the Association may at any time and from time to time levy special assessments for the purpose of defraying, in whole or in part, the cost of any

construction, reconstruction, repair or replacement of a capital improvement upon the Recreation Area and/or Common Areas, including fixtures, personal property and equipment related thereto, providing that any such assessment shall be authorized or approved by the Developer so long as the Developer owns at least one Lot within The Properties and by fifty one percent (51%) of the Owners voting in person or by proxy at a special meeting duly called for the purpose of considering such assessment.

(b.) Special Assessments for Emergencies. Notwithstanding anything to the contrary contained in Section 3(a) of this Article (V), in the event of an emergency, defined herein as an actual or anticipated occurrence that may prevent or does prevent access or use by Members to Common Areas or Facilities, or an occurrence that may pose or does pose a substantial threat to, or causes damage, harm, or injury to the health, welfare, or physical safety of Members, or to the condition of the Lots, Residences, Recreation Areas or Facilities, or Common Areas, or a state of emergency that is declared as an emergency pursuant to F.S. Sec.720.316 and F.S. Sec. 252.36, both as amended from time to time, the Board is authorized to take any action described in F.S. Section 720.316, as it is amended from time to time, and to levy a special assessment to effect any necessary repair, replacement, or remediation of the damages or injuries caused by the emergency and that may be required to eliminate the said emergency, without the prior approval or prior notice to the Members. Upon taking of such emergency action, the Board shall endeavor to provide notice to the Members of the action taken as soon as reasonably practical under the circumstances.

(c.) An Owner's non-payment of an assessment levied pursuant to this Section (3) shall be collected in the same manner as other assessments, including without limitation, the Association's right to file a lien for non-payment and to foreclose the lien.

Both Amendments were approved by two-thirds or more of the membership conducted on March 28th, 2023 and by a unanimous vote of the Board of Directors. We hereby request that the County Clerk officially validate the amendments to the Laurelwood Documents.

Signed and attested to by:



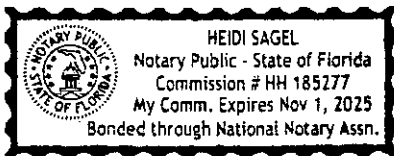
Sharon Shore, Corporate Officer, Laurelwood at Indian Spring.

STATE OF FLORIDA :

ss:

COUNTY OF PALM BEACH :

THE FOREGOING INSTRUMENT was sworn to and subscribed before me this 10th day of April 2023 by Sharon Shore. They are personally known to me or have produced as identification.



Heidi Sagel
NOTARY PUBLIC, State of Florida

Heidi Sagel
NOTARY PUBLIC, Printed Name

My Commission Expires: Nov. 1, 2025

Minutes of a **Special Meeting** of the
Laurelwood Homeowner's Association, Inc.
held **March 28, 2023 at 10:00 A.M. at**
Laurelwood Poolhouse

The following Directors were present constituting a quorum:

Sherman Rosenfield, President
Sharon Shore, V. President
Rhela Moskowitz, Treasurer
David Feller, Director
Mary Liz Roth, Secretary – Absent
Lainy Keller, Director - Absent
Elya Travis, Director – Absent

Sherman Rosenfield called the meeting to order at 10:00 A.M.

Sharon Shore established a quorum with the majority of directors present. Sharon asked for the vote total. Manager Jim Hayes responded that there were 43 votes turned in which satisfied the 2/3 (33) required for a legal vote. The amendment will be effective after recording. Sharon will send new amendment to all members. The vote count is as follows:

Proposal 1 – Replacing the club membership
42 Yes
1 No

The amendment passes as written.

Proposal 2 – Emergency powers
40 Yes
3 No

Both amendments are passed as written.

David Feller made a motion to set the capital contribution at 2x the monthly fees. Rhela Moskowitz 2nd the motion. The motion passed with all in favor.

Sharon made a motion to adjourn the meeting. Rhela 2nd the motion. Meeting adjourned at 10:15.

Proof of Notice Affidavit

STATE OF FLORIDA

COUNTY OF PALM BEACH

Comes now the undersigned Community Association Manager, having been duly appointed by the Secretary of: Laurelwood
deposes and says that said accompanying notice has been posted conspicuously upon the Association property and/or has been sent by U.S. Mail to each and every member of the Association to the last address as given to the Association Secretary by said member. It is further asserted that said notice was posted and/or mailed in accordance with all statutes and documentary requirements of the Association in force at the time of mailing.

Executed this 9th day of March.

Signature

Items Mailed or Posted:

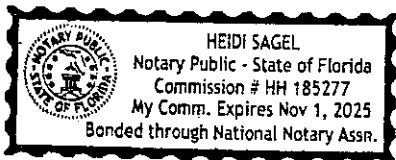
Amended Document E

Amendment of Document IX

Notary Acknowledgement

STATE OF FLORIDA
COUNTY OF PALM BEACH

Heidi Sagel
Notary Public



My commission expires: Nov 1, 2025

Laurelwood at Indian Spring

INFORMATION FOR RESIDENTS

[Indian Spring](#)

[Laurelwood - General Info](#)

[Laurelwood Rules and Regs](#)

[CERT, Hurricanes](#)

USING THE POOL AREA

The pool house may be reserved for get togethers, such as mah-jongg and canasta games, but this must be booked in advance.

To host a larger gathering in the pool house or at the pool, you will need advance approval. This is to ensure that the gathering is in compliance with all health and safety and insurance issues. To reserve the pool house, contact Geri Backer of the Laurelwood Social Club. To reserve an outdoor gathering, contact Larry Pinkner, Board Director.

All Laurelwood residents are entitled to have a key to, and use, the pool house. If you do not have a key, please contact the Property Manager.

POOL AND SPA REGULATIONS

HOURS: DAWN TO DUSK

MAXIMUM CAPACITY: POOL 20 SPA 5

GENERAL:

1. FOR USE BY LAURELWOOD RESIDENTS AND THEIR GUESTS ONLY
2. NO LIFEGUARDS; USE AT YOUR OWN RISK. WE RECOMMEND USE ONLY WHEN SOMEONE ELSE IS PRESENT.
3. SHOWER BEFORE ENTERING THE POOL OR SPA
4. GLASS OBJECTS ARE PROHIBITED IN THE POOL & POOL AREA.
5. FOOD AND BEVERAGES ARE PERMITTED UNDER THE AWNING AREA ONLY. PLEASE CLEAN UP AFTERWARDS
6. NO SMOKING
7. CHILDREN UNDER 12 MUST BE ACCOMPANIED BY AN ADULT.
8. PETS ARE PROHIBITED
9. BE COURTEOUS, KEEP CELL PHONE AND MUSIC VOLUMES TO A MINIMUM
10. PLEASE PLACE TOWEL ON CHAISES BEFORE USE

SPA:

1. MAXIMUM WATER TEMPERATURE IS 104 DEGREES
2. MAXIMUM USE: 15 MINUTES
3. CHILDREN UNDER 12 ARE NOT ALLOWED IN SPA

Laurelwood at Indian Spring

1. CHILDREN UNDER 3 OR (ANYONE) IN DIAPERS ARE NOT PERMITTED IN THE POOL
2. TOYS AND INFLATED OBJECTS ARE PROHIBITED.
3. POOL WATER SHOULD NOT BE SWALLOWED
4. IF ILL, DO NOT USE POOL
5. NO DIVING!

PLEASE REPORT ANY VIOLATIONS TO THE PROPERTY MANAGER (Trevor Mrachek, 561-982-8633)

PARKING

- Park facing the correct direction.
- Don't park two cars directly across the street from each other; we do not want to impede emergency vehicles.
- Avoid parking on any grassy areas.
- Pool parking spaces are for those using the pool and are not to be used for other purposes unless specifically authorized by the Board.
- No overnight street parking or parking at the pool area, unless specifically authorized by Security (for example, while driveways are being painted).

TRASH

Homeowners must place garbage, paper (yellow), and recycling (blue) containers at the curb for pickup no sooner than 5 PM on the day before the scheduled collection. Garbage, trash and bulk items are scheduled for pickup on Tuesdays and Fridays, recyclables on Tuesdays, and foliage cuttings on Fridays.

Complete rules and guidelines are available from the PBC Solid Waste Authority (561-640-4000). Empty containers should be removed as soon as possible after collection.

Do not leave plastic bags filled with refuse at the curb as animals can get at them.

PETS

- All dogs shall be kept on a leash when out of doors.
- Pets shall not be left unattended outside of the home or tied up outside or in any screened porch patio unless someone is home.
- Homeowner must pick up their dog's droppings and dispose of it in their own garbage.
- No pets in the pool area.
- Any pet that becomes a nuisance or danger to the neighborhood will be ordered removed by the Board.

GROUND WORK

You MUST notify Sunshine 811 (telephone number: 811) at least two full business days before doing any

Laurelwood at Indian Spring

is a FREE service that will mark the path of your utility lines to help you or your contractor avoid problems.

LAWN MAINTENANCE AND IRRIGATION

Mowing is performed 36 times per year, weekly from May 1 through October 31 and every other week the rest of the time. Visible clippings are removed after mowing. Clippings are kept out of ornamental beds.

Edging and trimming around all plant beds, curbs, streets, trees, plants, buildings, etc., follows the same schedule. Fertilization is scheduled and adjusted according to actual agronomic conditions. Treatments of turf areas for infestation or disease are administered 6 times per year. A complete pre and post-emergent weed control program that addresses broadleaf weeds and sedge control in the cooler months is provided.

Hedges, shrubs and ornamental plants are trimmed once per month. The homeowner can identify hedges, shrubs and ornamentals that are not to be trimmed by placing a red reflector stake that can be purchased from Home Depot. Plants are treated chemically as required to control insect infestation and disease as conditions permit.

The landscaper is responsible for the operation of the irrigation system. Watering frequencies are intended to replace soil moisture below the root zone of all planted areas, taking into account the amount of rainfall received and county guidelines. The landscaper inspects the irrigation system once a month and makes necessary repairs. IMPORTANT: Report any broken sprinklers to the property manager. Repairs are usually done promptly, but in the event they are not completed within a few days, or the repair does not hold, you must advise the property manager again.

TREES

Laurelwood HOA arranges for the pruning of trees in the common areas and home lots usually by June, just prior to the start of the hurricane season.

An existing thriving tree may not be removed without Board approval as Palm Beach County has certain requirements for the number of trees per acre.

Individual trees on your property not planted by the Developer are the responsibility of the homeowner. However, if there is a widespread problem of dead, diseased, or unsightly trees that the Board deems worthy of community action, the HOA *may* assume responsibility for their removal and replacement. There have been a number of such events in our history. In 2003, 14 black olive trees were removed and replaced with other trees, as they were dropping messy fruits that affected the community. In 2005, extensive cleanup following Hurricane Wilma was necessary. In 2011, many palms became diseased with Ganoderma Butt Rot and were removed.

Ganoderma Butt Rot is diagnosed by the appearance of mushrooms growing at the base of the palm. Once

Laurelwood at Indian Spring

ARCHITECTURAL APPROVALS

Architectural changes to homeowner property require prior approval by the ISMA and Laurelwood Boards. Contact the ISMA Association Office for forms to start the process.

Front facing window replacement windows must be black or bronze. Doors must be painted to match the Laurelwood color palette.

Color samples for home exteriors, trim, and driveways are painted on the back wall of the pool washroom building.

GARAGE DOORS

Garage doors must remain closed except when a resident is working in the garage or around the home. Security patrol will telephone you if garage doors are accidentally left open after dark.

LIGHTING

Garage, front door and mailbox lights have light sensors that illuminate from dusk to dawn throughout the year, even if the home is left unoccupied for many months. If any of these are not working, please advise the property manager.

PEST CONTROL

Laurelwood HOA has contracted with Home Paramount Pest Control, Inc. to provide monthly services at no cost to all Laurelwood homeowners. There is a monthly treatment to the exterior of all homes, for insects other than termites. If a homeowner is experiencing a problem inside their home, they may contact the property manager to schedule inside service at no cost to the homeowner. Note that this service does not include the capture and elimination of reptiles and other vermin, only insects. Many homeowners hire their own pest control companies for interior and/or exterior service, in addition to what is provided by Laurelwood.

Laurelwood also uses Southeast Florida Pest Control for rodent control. The company has placed numerous bait stations in the community, which are regularly replaced.

In the past, Laurelwood conducted an annual inspection for termites, but this service was eliminated in 2015. It is the homeowner's responsibility to arrange for termite inspections and any necessary remediation.

GOLF CARTS

No one under the age of 16 is permitted to drive a cart. No more than two persons in a cart. A child may not sit on the lap of the driver. No one is permitted to ride on the bumper of a cart. Golf cart batteries should not be refilled on driveways, walkways or streets as acid may leave stains that might not be

Laurelwood at Indian Spring

ISMA fees include Comcast basic and extended basic cable service. Other options and services are the responsibility of the homeowner.

MAILBOXES

Mailboxes and their posts are the responsibility of the Laurelwood HOA. If there are any problems with them, such as a light having burnt out or a name change, please notify the property manager.

Only United States Postal Service mail should be placed inside mailboxes.

Bird droppings can damage the paint on the mailboxes. We recommend they be cleaned regularly. Alternatively, a number of residents have successfully kept birds away by taping pinwheel/spinners to their mailboxes.

PATIOS

Prior to Hurricane Wilma, all homes in Laurelwood had screened-in patio enclosures. As many of them were severely damaged and removed following the storm, the Board did not require that they be replaced. However, if there is no enclosure, the homeowner must provide a separation or delineation between the patio and the lawn. This separation can be either a fence or hedge, at least 3.5 feet high.

