

This instrument was prepared by  
and should be returned to:  
Lindsay E. Raphael, Esq.  
Tripp Scott, P.A.  
110 S.E. 6th Street, 15th Floor  
Fort Lauderdale, FL 33301

CERTIFICATE OF RECORDING REVIVED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
SPANISH ISLES PROPERTY OWNERS' ASSOCIATION, INC.

**WE HEREBY CERTIFY THAT** the attached Revived Declaration of Covenants, Conditions and Restrictions for Spanish Isles Property Owners' Association, Inc., as submitted by the Organizing Committee duly organized under the provisions of Florida Statutes, Section 720.405, were duly adopted and approved by the requisite number of affected parcel owners at a duly noticed meeting conducted in accordance with Florida Statutes, Section 720.405(6), and that the attached Revived Declaration of Covenants, Conditions and Restrictions for Spanish Isles Property Owners' Association, Inc. was submitted to the Florida Department of Economic Opportunity in a timely manner, and in accordance with the Florida Statutes, Section 720.406, that the Florida Department of Economic Opportunity has reviewed these attachments, and in response, has issued its written certification that the Revived Declaration of Covenants, Conditions and Restrictions for Spanish Isles Property Owners' Association, Inc. complies with the requirements of Florida Statutes Section 720.406 thereby approving the preservation of the residential community governed thereby.

**NOW, THEREFORE,** in accordance with the Florida Statutes, Section 720.407, the undersigned authority hereby certifies that the attached certification as issued by the Florida Department of Economic Opportunity; Revived Declaration of Covenants, Conditions and Restrictions for Spanish Isles Property Owners' Association, Inc.; legal description of each parcel of property affected by the Revived Declaration of Covenants, Conditions and Restrictions of Spanish Isles Property Owners' Association, Inc.; the Articles of Incorporation of Spanish Isles Property Owners' Association, Inc.; and the By-Laws of Spanish Isles Property Owners' Association, Inc. are a true and correct copy of each such document, respectively.

**IN WITNESS WHEREOF,** we have affixed our hands this 28 day of November,  
2016, at Palm Beach County, Florida.

WITNESSES:

Witness

Printed Name of Witness

Witness

Printed Name of Witness

SPANISH ISLES PROPERTY OWNERS'  
ASSOCIATION, INC.

By:

Print Name: Margaret Smith

Its: Chapter 11 Trustee



**LETTER FLORIDA DEPARTMENT OF ECONOMIC  
OPPORTUNITY**

Rick Scott  
GOVERNOR



Cissy Proctor  
EXECUTIVE DIRECTOR

FINAL ORDER NO. DEO-16-222

November 15, 2016

Lindsay E. Raphael, Esq.  
Tripp Scott, P.A.  
110 SE 6<sup>th</sup> St,  
15<sup>th</sup> Floor  
Fort Lauderdale, Florida 33301

Re: Spanish Isles Property Owners' Association, Inc.

Dear Ms. Raphael:

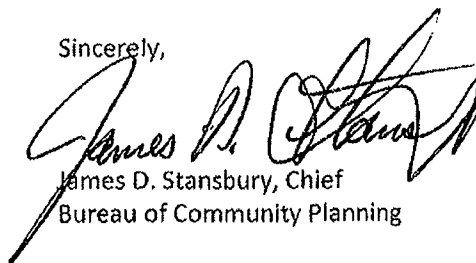
The Department has completed its review of the proposed revived declaration of covenants and other governing documents for **Spanish Isles Property Owners' Association, Inc.**, and has determined that the documents comply with the requirements of Chapter 720, Part III, Florida Statutes. Therefore, the revitalization of the homeowners' documents and covenants is approved.

This revitalization will not be considered effective until the requirements delineated in sections 720.407(1) ~ (3), of the Florida Statutes, have been completed.

Section 720.407(4), Florida Statutes, requires that a complete copy of all of the approved, recorded documents be mailed or hand delivered to the owner of each affected parcel. The revitalized declaration and other governing documents will be effective upon recordation in the public records.

If you have any questions concerning this matter, please contact Rozell McKay, Government Analyst I, at (850) 717-8480.

Sincerely,



James D. Stansbury, Chief  
Bureau of Community Planning

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399  
850.245.7105 | [www.floridajobs.org](http://www.floridajobs.org)  
[www.twitter.com/FLDEO](http://www.twitter.com/FLDEO) | [www.facebook.com/FLDEO](http://www.facebook.com/FLDEO)

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.



**FINAL ORDER NO. DEO-16-222**

**NOTICE OF ADMINISTRATIVE RIGHTS**

ANY PERSON WHOSE SUBSTANTIAL INTERESTS ARE AFFECTED BY THIS ORDER HAS THE OPPORTUNITY FOR AN ADMINISTRATIVE PROCEEDING PURSUANT TO SECTION 120.569, FLORIDA STATUTES.

FOR THE REQUIRED CONTENTS OF A PETITION CHALLENGING AGENCY ACTION, REFER TO RULES 28-106.104(2), 28-106.201(2), AND 28-106.301, FLORIDA ADMINISTRATIVE CODE.

DEPENDING ON WHETHER OR NOT MATERIAL FACTS ARE DISPUTED IN THE PETITION, A HEARING WILL BE CONDUCTED PURSUANT TO EITHER SECTIONS 120.569 AND 120.57(1), FLORIDA STATUTES, OR SECTIONS 120.569 AND 120.57(2), FLORIDA STATUTES.

PURSUANT TO SECTION 120.573, FLORIDA STATUTES, AND CHAPTER 28, PART IV, FLORIDA ADMINISTRATIVE CODE, MEDIATION IS NOT AVAILABLE TO SETTLE ADMINISTRATIVE DISPUTES.

ANY PETITION MUST BE FILED WITH THE AGENCY CLERK OF THE DEPARTMENT OF ECONOMIC OPPORTUNITY WITHIN 21 CALENDAR DAYS OF RECEIPT OF THE FINAL ORDER. A PETITION IS FILED WHEN IT IS RECEIVED BY:

AGENCY CLERK  
DEPARTMENT OF ECONOMIC OPPORTUNITY  
OFFICE OF THE GENERAL COUNSEL  
107 EAST MADISON ST., MSC 110  
TALLAHASSEE, FLORIDA 32399-4128  
FAX 850-921-3230  
[agency.clerk@deo.myflorida.com](mailto:agency.clerk@deo.myflorida.com)

YOU WAIVE THE RIGHT TO ANY ADMINISTRATIVE PROCEEDING IF YOU DO NOT FILE A PETITION WITH THE AGENCY CLERK WITHIN 21 CALENDAR DAYS OF RECEIPT OF THE FINAL ORDER.

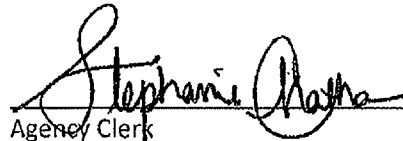
Lindsay E. Raphael, Esq.  
November 15, 2016  
Page 3 of 3

CFN 20160424784  
BOOK 28740 PAGE 886  
6 OF 120

**FINAL ORDER NO. DEO-16-222**

**NOTICE OF FILING AND SERVICE**

I HEREBY CERTIFY that the above document was filed with the Department's designated Agency Clerk and that true and correct copies were furnished to the persons listed below in the manner described on the 15<sup>th</sup> day of November, 2016.

  
\_\_\_\_\_  
Agency Clerk  
Department of Economic Opportunity  
107 East Madison Street, MSC 110  
Tallahassee, FL 32399-4128

**By Certified U. S. Mail:**

Lindsay E. Raphael, Esq.  
Tripp Scott, P.A.  
110 SE 6<sup>th</sup> St,  
15<sup>th</sup> Floor  
Fort Lauderdale, Florida 33301

**By interoffice delivery:**

Rozell McKay, Government Analyst I, Division of Community Planning

**REVIVED DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS, ARTICLES OF INCORPORATION AND BY-LAWS**

REVIVED SPANISH ISLES PROPERTY OWNERS' ASSOCIATION, INC. DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS REVIVED SPANISH ISLES PROPERTY OWNERS' ASSOCIATION, INC. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made and dated this 20<sup>th</sup> day of November, 2016, by SPANISH ISLES PROPERTY OWNERS' ASSOCIATION, INC., on behalf of the record Owners of certain Lots located in the County of Palm Beach County, State of Florida, being more particularly described in the Declaration of Covenants, Conditions and Restrictions attached hereto. All lying and being in Palm Beach County, Florida;

WHEREAS, Centex Homes of Florida, Inc., heretofore recorded covenants, restrictions and reservations on the foregoing described lands in Official Records Book 3068 at Page 727, of the Public Records of Palm Beach County, Florida, which was amended and recorded in Official Records Book 3077 at Page 1362; Book 3146 at Page 0984; Book 16790 at Page 1893; Book 18215 at Page 0907 of the Public Records of Palm Beach County, Florida (the Declaration, as amended, hereinafter referred to as "Previous Declaration");

WHEREAS, Spanish Isles Property Owners' Association, Inc. (the "Association"), has been formed for the purpose of providing for maintenance, preservation and architectural control of the Properties within that certain tract of property identified in the Previous Declaration;

WHEREAS, Association is and remains a valid and existing corporation not-for-profit conducting its affairs pursuant to the laws of the State of Florida;

WHEREAS, the Previous Declaration has been extinguished as to the Properties by operation of the Florida Marketable Record Title Act, Florida Statutes Chapter 712, and no longer operates to bind the Properties within that certain tract of property identified in the Previous Declaration;

WHEREAS, the Organizing Committee for the Association consisting of:

Christine O'Neill  
9055 Saddlecreek Drive  
Boca Raton, FL 33496  
983-280-6039

Steven Cohen  
9128 Affirmed Lane  
Boca Raton, FL 33496  
561-414-9495

Oliver Kopplin  
9907 Spanish Isles Drive  
Boca Raton, FL 33496  
561-715-0369

Hereby submits these Revived Spanish Isles Property Owners' Association, Inc. Declaration of Covenants, Conditions and Restrictions for revival pursuant to Section 720.403 et . seq., Florida Statutes, (hereinafter defined as the "Revived Declaration");

WHEREAS, this Revived Declaration governs the Properties which were originally encumbered by the Previous Declaration and all Amendments thereto, and does not contain covenants that are more restrictive than the covenants contained in the Previous Declaration, and all Amendments thereto, except as otherwise provided by Florida Statutes Section 720.404(3).

WEREAS, the voting interest of each Lot under this Revised Declaration is the same as the voting interest under the Previous Declaration, and the proportional assessment obligations of each Owner under this Revived Declaration shall be the same as the proportional assessment obligations of each Owner under the Previous Declaration.

NOW, THEREFORE, this Revived Declaration shall be applicable to all Properties according the Plats thereof recorded in Plat Book 33 at Pages 58 through 59 and Plat Book 37 Pages 20 through 23 of the Public Records of Palm Beach County, Florida, and shall run with the land and shall be binding upon all parties and persons claiming under them, and shall remain in full force and effect unless and until an instrument shall be recorded, which instrument shall alter, amend, extend, enlarge or repeal, in whole or in part, said covenants, restrictions, reservations and servitudes.

Verification of Copies of the Association's Previous Governing Documents

STATE OF FLORIDA  
COUNTY OF PALM BEACH

I, Margaret Smith, being the person providing this verification, do hereby state and affirm as follows:

That I verify that the Association's Declaration of Covenants, Conditions and Restrictions, Bylaws and Articles of Incorporation, and all amendments thereto, are accurate and exact copies of the Association's original governing documents recorded in Official Records Book 3068, at Page 727 of the Public Records of Palm Beach County Florida.

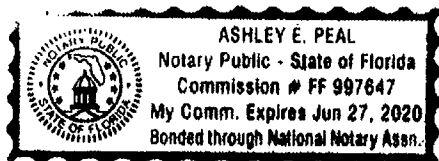
FURTHER AFFIANT SAYETH NAUGHT

Margaret J. Smith

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )ss

Sworn to and subscribed before me this 28<sup>th</sup> day of November, 2016 by Margaret Smith of Chap II Trustee of the, who is personally known to me or has produced \_\_\_\_\_ as identification.

Spanish Isles Property Owners Association Inc



(NOTARY SEAL)

Ashley E. Peal  
Print Name: Ashley E. Peal  
NOTARY PUBLIC, State of Florida  
My Commission Expires: June 27, 2020

DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION is made on the date hereinafter set forth by CENTEX HOMES OF FLORIDA, INC., hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of Palm Beach, State of Florida, which is more particularly described as:

Lots 1 to 24 inclusive, Block 1 and Lots 1 to 24 inclusive, Block 2, of REPLAT OF PLAT 1, SPANISH ISLES, according to the plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 33, Pages 58 and 59.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I  
DEFINITIONS

Section 1. "Association" shall mean and refer to SPANISH ISLES PROPERTY OWNERS' ASSOCIATION, INC., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee

*John D. Williams*  
John D. Williams  
1000 West Palm Beach, Florida 33411  
407-833-1111

OFF REC 3008 PG 0727

simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association. Additional land within the area described in Plat Book 2 at Pages 45 to 54 inclusive, of the public records of Palm Beach County, Florida, may be annexed by the Declarant without the consent of members within ten years of the date of this instrument provided that the FHA and the VA determine that the annexation is in accord with the general plan heretofor approved by them.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

The Park (Tract "B") as shown on Replat, Plat 1, Spanish Isles, according to the Plat thereof on file in the Office of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 33, Pages 58 and 59.

Additional common areas may include, but will not be limited to, the two lakes described on Spanish Isles Plat 2. Additional land within the area described in Plat Book 2 at Pages 45 to 54 inclusive, of the public records of Palm Beach County, Florida, may be annexed by the Declarant without the consent of members within ten years of the date of this instrument provided that the FHA and the VA determine that the annexation is in accord with the general plan heretofor approved by them.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area and any canal



reservation, canal or temporary canal, or former canal which has been deeded to the Association.

Section 6. "Declarant" shall mean and refer to CENTEX HOMES OF FLORIDA, INC., its successors and assigns if such successors and assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

## ARTICLE II

### PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds of each class member has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the

property.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

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

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

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot and 13.5 votes per acre for each acre of undeveloped tract owned. At such times as said Tracts are subdivided into Lots, the vote shall be converted to three (3) votes per actual Lot. The Class B member shall be entitled to elect a majority of the Board of Directors. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on September 1, 1980.

### ARTICLE IV

#### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each

OFF REC 3068 PG 0730

Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, to pay all utility, maintenance and other fees and costs related to the street lights on property within the jurisdiction of the Association, and to maintain any part of the Lake Worth Drainage District Canal, currently known as E-1 and shown as canals and canal reservations appurtenant to Blocks 1 and 2 of Replat of Plat 1, Spanish Isles (as such Plat is above described), which may become the responsibility of the Association.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be FIFTY-FOUR DOLLARS (\$54.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased

OFF REC 3068 PG 0731

each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only 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 Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Association shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors of the Association. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of nine percent (9%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mort-

OFF REC 3068 PG 0733

gage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL AND USE CONTROL

Section 1. Architecture. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Section 2. Buildings. Declarant may use any of the Properties as a sales office and/or for the promotion of sales, building or maintenance. No lot other than the Park and canals, temporary canals, canal reservations or former canals which have been deeded to the Association shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and an attached garage for not more than two automobiles. The maximum height of any dwelling shall not exceed 35 feet.

Section 3. Area. The ground floor area of the main

structure, exclusive of one-story open porches and garages, shall not be less than 825 square feet, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost for minimum permitted dwelling size.

Section 4. Placement. No dwelling shall be constructed on a plot having an area less than 6,500 square feet. No building shall be erected nearer than 25 feet to the front lot line, nor nearer than 15 feet measured to the rear lot line, nor nearer than 7.5 feet to either side lot line. Notwithstanding requirements of this paragraph, said minimum lot areas and setbacks shall comply with the Palm Beach County zoning code in effect at time of original filing of plat which includes lot on which building is to be constructed.

Section 5. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

Section 6. Activities. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 7. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

Section 8. Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property

during the construction and sales period.

Section 9. Storage and Disposal. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste which shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 10. Fences and Clotheslines. No chain link fence may be erected or maintained forward of the front plain of the dwelling located upon the lot. No clothesline shall be maintained in the front or side of the dwelling.

Section 11. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow or drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

#### ARTICLE VI

##### GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In the event legal action is required for the enforcement of any of these restrictions,



court costs and attorney's fees shall be assessed against the defaulting lot and shall constitute a lien against the lot.

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners.

Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties by Declarant, without the consent of the members within five (5) years from the date of this instrument provided that the Federal Housing Administration and the Veterans Administration determine that the annexation is in accord with the general plan heretofore approved by them, or with the consent of two-thirds (2/3) of each class of Members. Such annexations shall be effected by the recordation of Supplemental Declaration in the Public Records of Palm Beach County, Florida.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

OFF REC 3068 PG 0737

IN WITNESS WHEREOF, the undersigned, being the Declar-  
ant herein, has hereunto set its hand and seal this 2 day  
of May, 1979.

Declarant, CENTEX HOMES OF  
FLORIDA, INC.

Signed, sealed and Delivered  
in the presence of:

By Henry E. Marks  
Ben Taylor

STATE OF FLORIDA  
COUNTY OF DADE

ss.

The foregoing instrument was acknowledged before me  
this 2 day of May, 1979, by Henry E. Marks and  
Ben Taylor, respectively, of CENTEX HOMES OF  
FLORIDA, INC.

Thomas J. Chubb  
Notary Public, State of Florida  
at Large

My Commission expires:  
NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
COMMISSION EXPIRES: MAY 1981  
P.O. BOX 60000, MIAMI, FL 33160

OFF REC 3068 PG 0738

Record Verified  
Palm Beach County, Fla.  
John B. Ussie  
Clerk Circuit Court

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AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

WITNESSETH:

WHEREAS CENTEX HOMES OF FLORIDA, INC. executed that certain Declaration of Covenants, Conditions and Restrictions, recorded in Official Records, Clerks File No. 79 091675, of the Public Records of Palm Beach County, Florida on May 30, 1979;

WHEREAS the Covenants, Conditions and Restrictions in said Declaration attached to the following described property:

Lots 1 to 24 inclusive, Block 1 and  
Lots 1 to 24 inclusive, Block 2 of  
REPEAT OF PLAT I, SPANISH ISLES,  
according to the plat thereof on  
file in the Office of the Clerk of  
the Circuit Court in and for Palm  
Beach County, Florida, recorded in  
Plat Book 33, Pages 58 and 59;

WHEREAS the Common Area referred to in said Declaration includes:

The Park (Tract "B") as shown on  
Replat, Plat I, Spanish Isles,  
according to the Plat thereof, on file  
in the Office of the Clerk of  
the Circuit Court in and for  
Palm Beach County, Florida, re-  
corded in Plat Book 33, Pages 58 and  
59;

WHEREAS Article VI, Section III of said Declaration states that the Declaration "may be amended during the first twenty (20) year period by an Instrument signed by not less than ninety percent (90%) of the Lot Owners";

This instrument was prepared by:  
Julie A.S. Williamson  
1211 N. W. 1st St., Suite 100  
Fort Lauderdale, FL 33304  
Phone: (305) 463-1111

OFF REC 3077 PG 1362

79 101438

579 JUN 12 PM 4:11

CENTEX HOMES OF FL.  
MR. HARRY MARKS  
444 BRICKELL AVE.  
MIAMI, FL. SUITE 850

WHEREAS CENTEX HOMES OF FLORIDA, INC. is as of this date the Owner of more than ninety percent (90%) of the Lots as defined in Article I of said Declaration;

NOW THEREFORE, CENTEX HOMES OF FLORIDA, INC., amends said Declaration, Article V, Section I to read:

Section 1. Architecture. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee of composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. The Declarant shall be exempt from the requirement of this Section.

IN WITNESS WHEREOF, the undersigned, being Owner of more than ninety percent (90%) of the subject Lots, has hereinto set his hand and seal this 12th day of June, 1979.

SIGNED, SEALED, AND  
DELIVERED IN THE  
PRESENCE OF:

CENTEX HOMES OF FLORIDA, INC.

By: Henry S. Marks

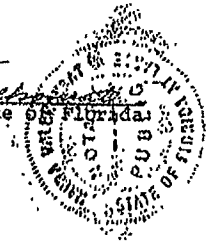
ATTEST:

Ben S. Dayton

STATE OF FLORIDA )  
COUNTY OF DADE ) SS

The foregoing Instrument was acknowledged before me  
this 12th day of June, 1979, by HENRY E. MARKS and  
BEN D. TAYLOR, respectively, of CENTEX  
HOMES OF FLORIDA, INC.

Maria V. Vachon  
Notary Public, State of Florida  
at Large



My Commission expires:

NOV 11 1981

OFF REC 3077 PG 1364

Record Verified  
Palm Beach County, Fla.  
John B. Dunkle  
Clerk Circuit Court

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52  
53  
54  
55  
56

24-25 87-88

Lots 1 to 24 inclusive, Block 1 and Lots 1 to 24 inclusive, Block 2, of REFLAT OF PLAT 1, SPANISH ISLES, according to the plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 33, Pages 58 and 59.

The Park (Tract "B") as shown on Replat, Plat 1, SPANISH ISLES, according to the plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 33, Pages 58 and 59.

11.40

The information was provided by:  
Julie Williamson, Ender  
NAME  
101 East Apple St  
ADDRESS  
Pine, FL 32181  
CITY STATE ZIP

WHEREAS, Article I, Section 4 of said Declaration



B3145-P0597

states:

Additional common areas may include, but will not be limited to, the two lakes described on Spanish Isles Plat 2. Additional land within the area described in Plat Book 2 at Pages 45 to 54 inclusive, of the public records of Palm Beach County, Florida, may be annexed by the Declarant without the consent of members within ten years of the date of this instrument provided that the FHA and the VA determine that the annexation is in accord with the general plan heretofor approved by them.

NOW THEREFORE, Declarant hereby declares that the following described property:

Tracts 52 through 64, inclusive, Block 73, together with the East 15.00 feet of Tract 51, Block 73, together with all that portion of that 30 foot road right-of way vacated in Official Record Book 2826 page 680, as Corrected in Official Record Book 2909 page 1305, of the Public Records of Palm Beach, Florida, lying between Tracts 56 and 57, and South of the Easterly projection of the North line of said Tract 56, and North of the Easterly projection of the South line of said Tract 56, all in Block 73, PALM BEACH FARMS COMPANY PLAT NO. 3, according to the plat thereof on file in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 2, pages 45 to 54 inclusive also known as that 65.63 acres more or less platted in SPANISH ISLES PLAT II recorded in Plat Book 97 on Pages 20 through 23 in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, on the 22nd day of March, 1979.

shall be and hereby is annexed to the "Properties" listed and defined in said Declaration and shall be held, sold and conveyed subject to the easements, restrictions, covenants, and conditions in said Declaration and which shall be and do run with the real property and bind all parties having any right, title or interest in the properties described in the Declaration and any Amendment thereto, their heirs, successors and assigns, and shall enure to the benefit of each owner thereof.

THEREFORE, also, the "Common Area" described in Article I, Section 4, of said Declaration shall henceforth and hereby does include the following described property:

B9145 P0598

Water Management Tract "A" and Water Management Tract "B" as shown in the Plat of SPANISH ISLES PLAT II, according to the Plat thereof recorded in Plat Book 37 on Pages 20 through 23 inclusive in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida,

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 27 day of September, 1979.

Signed, Sealed and Delivered in the presence of:

Charles J. [Signature]  
Glenn J. [Signature]

Declarant, CENTEX HOMES OF FLORIDA, INC.

By [Signature]  
PRESIDENT

Attest: [Signature]  
SECRETARY

STATE OF FLORIDA  
COUNTY OF DADE

ss.

The foregoing instrument was acknowledged before me this 27 day of September, 1979, by Karl Reich [Signature] and Harry E. Maske [Signature], respectively, of CENTEX HOMES OF FLORIDA, INC.

[Signature]  
Notary Public, State of Florida,  
at Large.

My Commission expires:

Dec. 5, 1980



Record Verified  
Palm Beach County, Fla.  
John B. Dunkle  
Clerk Circuit Court

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83148 P0984  
83146 P0984

THIS INSTRUMENT WAS PREPARED BY  
Title ..... J. S. Williams  
101 East ..... St.  
Miami ..... 33121  
(CITY AND STATE)

AMENDMENT TO DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS

WITNESSETH:

WHEREAS, CENTEX HOMES OF FLORIDA, INC., executed that certain Declaration of Covenants, Conditions and Restrictions recorded under Clerk's File Number 79-091678, Official Records 3068, Page 0727 of the Public Records of Palm Beach County, Florida, on May 30, 1979;

WHEREAS, the covenants, conditions and restrictions in said Declaration attach to the following described property:

Lots 1 to 24 inclusive, Block 1 and Lots 1 to 24 inclusive, Block 2, of REPLAT OF PLAT 1, SPANISH ISLES, according to the plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 33, Pages 58 and 59;

WHEREAS, the common area referred to in said Declaration includes: the Park (Tract "B") as shown on Replat, Plat 1, SPANISH ISLES, according to the plat thereof, on file in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 33, Pages 58 and 59;

WHEREAS, said Declaration was amended by document filed under Clerk's File Number 79-101438, Official Records 3077, Page 1362 of the Public Records of Palm Beach County, Florida on June 12, 1979;

WHEREAS, by Declaration of Annexation of additional subject lands, recorded under Clerk's File Number 79-171589 in the Public Records of Palm Beach County, Florida, on September 27, 1979, said Declaration attaches to the following described, in addition to the above-described, property:

Tracts 52 through 64, inclusive, Block 73, together with the east 15 feet of Tract 51, Block 73, together with all that portion of that 30 foot road right-of-way vacated in Official Record Book

618271 52

79 OCT-1-1979

11:20

Centex Homes of Florida, Inc.  
1976 Spanish Isles Replat  
Palm Beach County, Fla. 33431

83146 P0985  
B3146 P0985

2826, Page 660, as corrected in Official Record Book 2909, Page 1305, of the Public Records of Palm Beach County, Florida, lying between Tracts 56 and 57, and south of the easterly projection of the north line of said tract 56, and north of the easterly projection of the south line of said tract 58, all in Block 73, PALM BEACH FARMS COMPANY PLAT NO. 3, according to the plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 2, Pages 45 to 54 inclusive also known as that 65.63 acres more or less platted in SPANISH ISLES PLAT II recorded in Plat Book 37 on pages 20 through 23 in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, on the 22nd day of March, 1979.

Further by such Declaration of Annexation, "Common Areas", refers to the following described, in addition to the above-described, property:

Water Management Tract "A" and Water Management Tract "B" as shown in the Plat of SPANISH ISLES PLAT II, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 37 on Pages 20 through 23 inclusive.

WHEREAS, Article VI, Section 3 of said Declaration states that the Declaration "May be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the lot owners";

WHEREAS, CENTEX HOMES OF FLORIDA, INC. is as of this date the owner of more than ninety percent (90%) of the lots as defined in Article I of said Declaration;

NOW, THEREFORE, CENTEX HOMES OF FLORIDA, INC., amends said Declaration, Article V, to include the following:

Section 12. Vehicles. There shall not be parked upon any of the parking spaces set aside for such, whether on a lot or upon the common areas, any trailer, commercial-type van, commercial vehicle, boat, boat trailer, truck or other non-passenger private automobiles.

IN WITNESS WHEREOF, the undersigned, being owner of more than ninety percent (90%) of the subject lots, has hereunto set its hand and seal this 28 day of September, 1979.

88146 PO 986

Signed, Sealed and Delivered  
in the presence of:

CENTEX HOMES OF FLORIDA, INC.

By Paul Taylor  
Vice President

Attest:

Henry E. Markel  
Asst. Secretary

STATE OF FLORIDA  
COUNTY OF DADE

ss.

The foregoing instrument was acknowledged before me  
this 28 day of September, 1979 by Paul Taylor and  
Henry E. Markel, respectively, of CENTEX HOMES OF  
FLORIDA, INC.

James M. McLaughlin  
Notary Public, State of Florida  
at Large

My Commission expires:

Dec. 5, 1980.



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PREPARED BY AND RETURN TO:  
CAROL SPEARS, PRESIDENT  
SPANISH ISLES PROPERTY  
OWNER'S ASSOCIATION, INC.  
Post Office Box 348198  
Boca Raton, Florida 33434

MAR-11-1988 01:17pm 88-065402

ORR 5600 Pg 1142

SPANISH ISLES PROPERTY OWNER'S ASSOCIATION, INC.

(Also known as "SADDLEBROOK")

AFFIDAVIT

STATE OF FLORIDA :

COUNTY OF PALM BEACH :

CAROL SPEARS, being duly sworn, deposes and says:

1. I am the president of Spanish Isles Property Owner's Association, Inc. ("the Association"), a Florida not-for-profit corporation.

2. The Association was created pursuant to the Declaration of Covenants, Conditions and Restrictions recorded in Official Records Book 3868, Page 727, of the Public Records of Palm Beach County, Florida and as amended ("the Declaration"). The Declaration describes the following real property located in Palm Beach County, Florida:

REPLAT, PLAT I, SPANISH ISLES, according to the plat thereof, recorded in Plat Book 33, Page 58 of the Public Records of Palm Beach County, Florida.

SPANISH ISLES PLAT II, according to the plat thereof, recorded in Plat Book 37, Page 28 of the Public Records of Palm Beach County, Florida.

Hereafter this property is referred to as Spanish Isles (Spanish Isles is also known as Saddlebrook).

3. The Association has the rights and powers provided under the Declaration and under its Articles of Incorporation and By-Laws.

4. NOTICE IS HEREBY GIVEN that the Association is taking action to collect assessments due from property owners in Spanish Isles in accordance with the Declaration, and that the Association intends to use all of its rights and remedies to make collection, including the filing of liens against delinquent property owners.



ORB 5600 Pg 1143

5. Persons interested in obtaining information with respect to assessments due on particular properties in Spanish Isles should contact the Association as follows:

Spanish Isles Property  
Owner's Association, Inc.  
Post Office Box 340198  
Boca Raton, Florida 33434

Telephone Messages - 429-4758

SPANISH ISLES PROPERTY  
OWNER'S ASSOCIATION, INC.

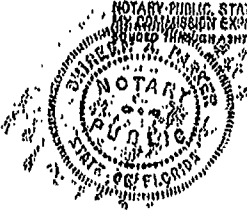
BY: Carol Spears  
Carol Spears, President

Sworn to, acknowledged and  
subscribed before me this  
9th day of March, 1988.

Shirley A. Parker  
Notary Public

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES APR. 23, 1991  
ISSUED THROUGH AUSTON AGENCE, INC.



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

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Prepared by:  
WILLIAM WATSON TRICK, JR.  
660 S. Federal Hwy, 3rd Floor  
Pompano Beach, FL 33062  
Return to:  
WILLIAM WATSON TRICK, JR.  
660 S. Federal Hwy, 3rd Floor  
Pompano Beach, FL 33062

MAR-14-1995 2:32pm 95-078095  
ORB 8656 Pg 1799  
DOROTHY H. WILKEN, CLERK PB COUNTY, FL

NOTICE OF ANNUAL ASSESSMENT

SPANISH ISLES PROPERTY OWNERS' ASSOCIATION, INC., a Florida corporation not for profit (hereinafter "The Association") hereby provides notice to the public that the annual assessment for maintenance due to The Association is \$145.84 for the period January 1, 1995 through December 31, 1995.

Notice is hereby further given that requests for estoppel information shall be directed to The Association at P.O. Box 340108, Boca Raton, FL 33434.

The maintenance assessment specified herein is applicable to the following described real property situate, lying and being in Palm Beach County, Florida, to wit:

Lots 1 through 24, Block 1, and Lots 1 through 24, Block 2, of REPLAT OF PLAT I, SPANISH ISLES, according to the Plat thereof recorded in Plat Book 33, at Pages 58 and 59, of the Public Records of Palm Beach County, Florida.

AND

Lots 1 through 88, Block 1, Lots 1 through 52, Block 2, Lots 1 through 34, Block 3, Lots 1 through 35, Block 4, and lots 1 through 25, Block 5, of SPANISH ISLES PLAT II, according to the Plat thereof, recorded in Plat Book 37, at Pages 20 through 23, of the Public Records of Palm Beach County, Florida.

Dated this 27th day of February, 1995.

SPANISH ISLES PROPERTY OWNERS' ASSOCIATION, INC.

BY: William G. Harper VICE PRESIDENT  
WILLIAM G. HARPER President

State of FLORIDA  
County of PALM BEACH

The foregoing instrument was acknowledged before me this 27th day of February, 1995, by WILLIAM G. HARPER, President of SPANISH ISLES PROPERTY OWNERS' ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the corporation, who is personally known to me and who took an oath.

My commission expires:

My commission number  
WWT3/HOA9.ANNA

Mary Menden  
Notary Public



MARY MENDEN

MY COMMISSION # CG 8115

EXPIRES: August 30, 1997

Bonded Three Money Public Underwriters

Printed, typed or stamped name

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Prepared By:  
WILLIAM WATSON TRICK, JR.  
660 South Federal Highway  
Third Floor  
Pompano Beach, FL 33062  
Return to:  
WILLIAM WATSON TRICK, JR.  
660 South Federal Highway  
Third Floor  
Pompano Beach, FL 33062

FEB-14-1997 11:19am 97-053811  
018 9657 Pg 669  
DOROTHY H. WILKEN, CLERK PB COUNTY, FL

NOTICE OF ANNUAL ASSESSMENT

SPANISH ISLES PROPERTY OWNER'S ASSOCIATION, INC., a Florida corporation not for profit (hereinafter "The Association") hereby provides notice to the public that the annual assessment for maintenance due to The Association is \$158.75 for the period of January 1, 1997 through December 31, 1997.

Notice is hereby further given that requests for estoppel information shall be directed to The Association at P.O. Box 970532, Boon Aton, Florida 33407.

The maintenance assessment specified herein is applicable to the following described real property situated, lying and being in Palm Beach County, Florida, to wit:

Lots 1 through 24, Block 1 and Lots 1 through 24, Block 2 of REPLAT OF PLAT I, SPANISH ISLES, according to the Plat thereof recorded in Plat Book 33 at Pages 58 and 59 of the Public Records of Palm Beach County, Florida.

And

Lots 1 through 38, Block 1, Lots 1 through 24, Block 2, Lots 1 through 34, Block 3, Lots 1 through 35, Block 4, and lots 1 through 25, Block 5, of SPANISH ISLES PLAT II, according to the Plat thereof recorded in Plat Book 37, at Pages 20 through 23, of the Public Records of Palm Beach County, Florida.

Dated this 21 day of January, 1997.

SPANISH ISLES PROPERTY OWNER'S ASSOCIATION, INC.,

By: W. Gilbert

W. Gilbert, President

State of FLORIDA  
County of PALM BEACH

The foregoing instrument was acknowledged before me this 21 day of January, 1997 by W. Gilbert, President of SPANISH ISLES PROPERTY OWNER'S ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the corporation, who is personally known to me and who took an oath.

My Commission Expires: 5/30/99

My Commission Number: 00468208

William Watson Trick, Jr.  
Notary Public

WILLIAM WATSON TRICK, JR.  
Printed, typed or stamped name



WILLIAM WATSON TRICK, JR.  
MY COMMISSION # 00468208 EXPIRES  
May 30, 1999  
EQUAL OPPORTUNITY LENDER

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Return to:  
WILLIAM WATSON TRICK, JR.  
1216 East Atlantic Boulevard, Suite 7  
Pompano Beach, Fl. 33060

(This is not a claim of lien.)

By: Anthony Sasso as President


ORB 11019 PH 1100  
DOROTHY H. WILKEN, CLERK PB COUNTY, FL

State of Florida  
County of Palm Beach

The foregoing instrument was acknowledged before me this 8th day of March, 1999, by Anthony Sasso, President of SPANISH ISLES PROPERTY OWNER'S ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the corporation, who is personally known to me and who took an oath.

My Commission Expires: 5/30/99

My Commission Number: 00468208

  
Notary Public  
WILLIAM WATSON TRICK JR.  
Printed, typed or stamped name



WILLIAM WATSON TRICK, JR.  
MY COMMISSION # 00468208 EXPIRES  
May 30, 1999  
BONDED THRU TROY TASH INSURANCE, INC.



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Beverly Laurie  
Commission # 00 460268  
Expires Aug. 2, 2003  
Bonded Thru  
Atlantic Bonding Co., Inc.

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Page 1 of 4

WHEREAS, the Board of Directors ("Board") of the Corporation, in accordance with ARTICLE XIV, Section 1 of the Bylaws at a Meeting of the Board held on May 27, 2003, adopted a resolution to recommend certain amendments to the Bylaws of the Corporation ("Amendment") to the members for their consideration; and

WHEREAS, the Board, at a meeting of the members held on February 24, 2004, at which a quorum of the membership of the Corporation was present in person or by proxy, presented the Amendments to the members at which time the Amendments were approved by a majority of a quorum of the members present in person or by proxy at such meeting.

NOW, THEREFORE, the Bylaws of the Corporation are amended as follows:

1. ARTICLE VIII, Section 2. (d) of the By-Laws of the Association is amended as follows:

Issue, or cause an appropriate officer or employee to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. An Owner desiring to transfer all or any part of any interest in the Lot owned by such Owner, or a proposed transferee from such Owner, or a representative of such Owner or proposed transferee (including, but not limited to, a title insurance agency or title insurance company or attorney), as a prerequisite to the receipt of such certificate, shall (i) submit a reasonable fee payable to the Association in such sum as may be set and determined by the Board of Directors from time to time, which shall not exceed the sum of One Hundred Fifty Dollars (\$150.00), and (2) submit an information form in such format and containing (i) such information about such proposed transferee as the Board may from time to time reasonably require; (ii) a statement in which such proposed transferee acknowledges receipt of a copy of the Declaration and all amendments thereto, the Articles of Incorporation of the Association, and all amendments thereto and these By-laws, and all amendments thereto; (iii) a certification that the information submitted is true and correct; and (iv) the signature of such proposed transferee. If requested in writing, accompanied by payment of such reasonable fee and the submission of such information form, the Board of Directors shall cause to be provided by mail to the person making the request, a copy of the Declaration and all amendments thereto, the Articles of Incorporation of the Association, and all amendments thereto and these By-laws, and all amendments thereto. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.

2. ARTICLE X of the By-Laws of the Association is amended as follows:

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint such other committees as deemed appropriate in carrying out its purpose.

The Architectural Control Committee, in addition to the duties and responsibilities described in the Declaration, shall be charged with the duty and responsibility to consider and approve or disapprove materials, including, but not limited to, siding materials and paint colors, proposed to be applied to the exterior walls of a structure located upon a Lot, in accordance with standards for such materials established by the Board of Directors from time to time. The standards so established by the Board of directors shall be reasonable and in keeping with the promotion of the health, safety and welfare of the residents of the Properties, and the preservation of property values within the Properties.

3. A new ARTICLE XVI is hereby added to the By-Laws, as follows:

ARTICLE XVI

ENFORCEMENT

Failure of an Owner, or a person present upon a Lot with the consent of the Owner of the Lot, to comply with any limitations or restrictions contained within the Declaration and all amendments thereto, the Articles of Incorporation of the Association, and all amendments thereto, or these By-laws; and all amendments thereto, shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof.

In addition to all other remedies, the Association may levy reasonable fines not to exceed One Hundred Dollars (\$100.00) per violation or One Hundred Dollars (\$100.00) per day in the event of a continuing violation (provided, however, that the aggregate fine for each continuing violation shall not exceed One Thousand Dollars (\$1,000.00)), against the Owner of a Lot, for failure of the Owner and/or a person present upon a Lot with the consent of the Owner of the Lot, to comply with any limitations or restrictions contained within the Declaration and all amendments thereto, the Articles of Incorporation of the Association, and all amendments thereto, or these By-laws; and all amendments thereto, provided the following procedures are utilized:

A. Notice and hearing. The Association, through the Board of Directors, shall notify the Owner in writing of the alleged noncompliance and set forth the corrective action to be taken. A fine may not be imposed without notice of at least fourteen (14) days to the Owner sought to be fined and an opportunity for a hearing before a committee of at least three (3) members appointed by the Board of Directors who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee of the Association. If the committee, by majority vote, does not approve a proposed fine, it may not be imposed. At the Association's option, any fine may be levied on a daily basis in the event of a continuing violation without the necessity of a new hearing.

B. Notice of Decision. After the hearing, the decision of the committee shall be

presented to the Board of Directors. A written decision of the Board of Directors, based upon the committee's decision, shall be mailed to the Owner not later than forty five (45) days following the hearing.

C. Payment. A fine shall be paid not later than thirty (30) days following mailing of notice of imposition of the fine as may be set forth in the written decision of the Board of Directors.

**Lien of Fines.** A fine shall be treated as an assessment subject to the provisions for the collection of assessments as provided in Article XII of these By-Laws and ARTICLE IV, Section 1, Section 8., and Section 9 (as amended) of the Declaration, and shall constitute a lien upon the Lot of the Owner, with the same force and effect as a lien for annual assessment or charges and special assessments for capital improvements.

IN WITNESS WHEREOF, the undersigned, being the President and Secretary of the Corporation, hereby certify that the foregoing Amendment was duly adopted as an amendment of the bylaws of SPANISH ISLES PROPERTY OWNERS' ASSOCIATION, INC., a Florida corporation not for profit, and they have hereunto set their hands and seals this 13 day of March, 2004.

SPANISH ISLES PROPERTY OWNERS'  
ASSOCIATION, INC., a Florida corporation not  
for profit

by: Oliver Kopplin  
OLIVER KOPPLIN, President

ATTN: [REDACTED]

*Daniel McHardy*  
DANIEL MCHARDY, Secretary

STATE OF FLORIDA )  
COUNTY OF PALM BEACH ) ss

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State of Florida, the foregoing instrument was acknowledged before me by OLIVER KOPPLIN and DANIEL MCHARDY, the President and Secretary of SPANISH ISLES PROPERTY OWNERS' ASSOCIATION, INC., a Florida corporation not for profit. OLIVER KOPPLIN is personally known to me or who has produced \_\_\_\_\_ as identification. DANIEL MCHARDY is personally known to me or has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 23 day of March, 2004.

My Commission Expires: 7/29/2007

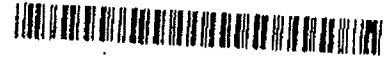
Notary Public  
WILLIAM WATSON JR.  
Printed name of Notary Public



William Watson Trick, Jr.  
MY COMMISSION # D0235272 EXPIRES  
July 29, 2007  
WILLIAM WATSON TRICK, JR. INSURANCE, INC.

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CFN 20050125363  
OR BK 18215 PG 0907  
RECORDED 03/04/2005 11:26:14  
Palm Beach County, Florida  
Sharon R. Bock, CLERK & COMPTROLLER  
Pg# 0907 - 911; (5pgs)

**Return to:**

William Watson Trick, Jr., P.A.  
1216 E. Atlantic Boulevard  
Suite 7  
Pompano Beach, FL 33060

**This Instrument Prepared by:**

William Watson Trick, Jr., Esq.  
William Watson Trick, Jr., P.A.  
1216 E. Atlantic Boulevard  
Suite 7  
Pompano Beach, FL 33060

SPACE ABOVE THIS LINE FOR PROCESSING DATA SPACE ABOVE THIS LINE FOR PROCESSING DATA

**CERTIFICATE  
OF  
AMENDMENT TO BYLAWS  
OF**

**SPANISH ISLES PROPERTY OWNERS' ASSOCIATION, INC.**

WHEREAS, SPANISH ISLES PROPERTY OWNERS' ASSOCIATION, INC., a Florida corporation not for profit ("Corporation") is the "Association" described in Declaration of Covenants, Conditions and Restrictions ("Declaration") recorded in Official Records Book 3068, at Page 0727, of the Public Records of Palm Beach County, Florida, applicable to the following described property situate, lying and being in Palm Beach County, Florida, to-wit:

Lots 1 to 24 inclusive, Block 1 and Lots 1 to 24 inclusive, Block 2, of REPLAT OF PLAT I, SPANISH ISLES, according to the plat thereof on file in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 33, Pages 58 and 59,

together with the following described property situate, lying and being in Palm Beach County, Florida, to-wit:

Tracts 52 through 64, inclusive, Block 73, together with the East 15.00 feet of Tract 51, Block 73, together with all that portion of that 30 foot road right of way vacated in Official Record Book 2826, page 680, as corrected in Official Record Book 2909, page 1305, of the Public Records of Palm Beach County, Florida, lying between Tracts 56 and 57; and South of the Easterly projection of the North line of said Tract 56, and North of the Easterly projection of the South line of said Tract 56, all in Block 73, PALM BEACH FARMS COMPANY PLAT NO. 3, according to the plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 2, pages 45 to 54 inclusive also known as the 65.63 acres more or less platted in SPANISH ISLES PLAT II recorded in Plat Book 37 on Pages 20 through 23 in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, on the 22<sup>nd</sup> day of March, 1979

having been made subject to the operation of the Declaration by Declaration of Annexation of Additional Subject Lands Under Declaration of Covenants, Conditions and Restrictions recorded in Official Records Book 3145, at Page 0596, of the Public Records of Palm Beach County, Florida, and

WHEREAS, the Board of Directors ("Board") of the Corporation, in accordance with ARTICLE XIV, Section 1 of the Bylaws at a Meeting of the Board held on October 26, 2004, adopted a resolution to recommend certain amendments to the Bylaws of the Corporation ("Amendment") to the members for their consideration; and

WHEREAS, the Board, at a meeting of the members held on November 9, 2004, at which a quorum of the membership of the Corporation was present in person or by proxy, presented the Amendments to the members at which time the Amendments were approved by a majority of a quorum of the members present in person or by proxy at such meeting.

NOW, THEREFORE, the Bylaws of the Corporation are amended as follows:

1. ARTICLE V, of the By-Laws of the Spanish Isles Property Owners' Association, Inc. is amended by the addition of a new Section 6, as follows:

Section 6. Board of Directors Code of Conduct.

(a) General. Every member of the Board of Directors is required to exercise his or her duties in good faith and in the best interest of the Association. Each member of the board of directors shall exercise such duties in accordance with the Declaration, the Articles of Incorporation of the Association, these By-Laws, and such statutes and ordinances as are from time to time in effect.

(b) Intoxication and use of alcohol or non-prescription drugs or medication. If a member of the Board of Directors is observed consuming alcoholic beverages or non-prescription drugs or medications before or during a meeting, or is intoxicated or under the influence of a non-prescription drug or medication while participating in a meeting, the Board of Directors shall have the right, by majority vote of the board of directors at which a quorum is present, to remove such member of the Board of Directors from the Board of Directors. Any such removal shall disqualify such person from becoming a member of the Board of Directors for a period of twelve (12) months from the date of such removal.

2. ARTICLE X, of the By-Laws of the Spanish Isles Property Owners' Association, Inc. is amended to read as follows:

ARTICLE X

COMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in

these By-Laws. In addition, the Board of Directors shall appoint such other committees as deemed appropriate in carrying out its purpose.

- (a) The Architectural Control Committee, in addition to the duties and responsibilities described in the Declaration, shall be charged with the duty and responsibility to consider and approve or disapprove materials, including, but not limited to, siding materials and paint colors, proposed to be applied to the exterior walls of a structure located upon a Lot, in accordance with standards for such materials established by the Board of Directors from time to time. The standards so established by the Board of directors shall be reasonable and in keeping with the promotion of the health, safety and welfare of the residents of the Properties, and the preservation of property values within the Properties.
- (b) Any member of any committee must be an Owner.
- (c) Code of Conduct for committee members.

(1) General. Every member of a committee is required to exercise his or her duties in good faith and in the best interest of the Association. Each member of a committee shall exercise such duties in accordance with the Declaration, the Articles of Incorporation of the Association, these By-Laws, and such statutes and ordinances as are from time to time in effect.

(2) Intoxication and use of alcohol or non-prescription drugs or medication. If a member of a committee is observed consuming alcoholic beverages or non-prescription drugs or medications before or during a meeting, or is intoxicated or under the influence of a non-prescription drug or medication while participating in a meeting, the Board of Directors shall have the right, by majority vote of the Board of Directors at which a quorum is present, to remove such committee member from the committee. Any such removal shall disqualify such person from becoming a member of a committee for a period of twelve (12) months from the date of such removal.

3. A new ARTICLE XVII, Section 1, is hereby added to the By-Laws of Spanish Isles Property Owners' Association, Inc., as follows:

#### ARTICLE XVII

#### STANDARDS FOR VENDORS TO ASSOCIATION

Section 1. Director or Committee Member Conflicts of Interest.  
No member of the Board of Directors or members of any committee shall be permitted to engage in commercial activities and/or contracts with, or become a vendor to, this Association while serving as a member of the Board of Directors or member of a committee of this Association.

4. A new ARTICLE XVII, Section 2, is hereby added to the By-Laws of Spanish Isles Property Owners' Association, Inc., as follows:

ARTICLE XVII

STANDARDS FOR VENDORS TO ASSOCIATION

Section 2. Minimum Vendor Requirements.

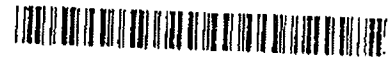
(a) Any vendor submitting bids for any work involving Common Area or Association owned or maintained real or tangible personal property proposed for this Association shall submit all required documents at the time of the submission of the proposal. These documents shall include but are not limited to, a then currently issued occupational license or licenses in Palm Beach County for the type of work proposed, proof of liability insurance then currently in force for damage to property and personal injury or death having at a minimum a combined single limit coverage of \$1,000,000.00 and, at least 2 references for work comparable to that requested by this Association previously performed by the prospective vendor. The Board of Directors shall have the discretion to impose additional requirements from time to time, based on the type of work to be performed. If the vendor's primary place of business is not located in Palm Beach County, a then currently issued occupational license from the county of the primary place of business shall be accompanied by a then currently issued license showing that the vendor is permitted to offer the requested services in Palm Beach County.

(b) In the event that such licenses and/or insurance coverage will expire, or any such license or insurance coverage is revoked or terminated, as the case may be, during the term of the contract, the vendor will be responsible for submitting proof of reinstatement or new licenses and/or insurance coverage complying with the requirements specified as provided in Subdivision (a) above, of this Section 2, within three (3) business days after such expiration or revocation or termination; otherwise, the contract will be terminated.

(c) A copy of the provisions of this Section 2, shall be included as and made a part of every contract made by the Association for work proposed by this Association.



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Prepared by:  
Randall K. Roger & Associates, P.A.  
621 NW 53<sup>rd</sup> Street, Suite 300  
Boca Raton, FL 33487

CFN 20060711675  
OR BK 21240 PG 1395  
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Palm Beach County, Florida  
Sharon R. Book, CLERK & COMPTROLLER  
Pgs 1395 - 1397; (3pgs)

**CERTIFICATE OF AMENDMENT TO THE  
BY-LAWS OF SPANISH ISLES PROPERTY OWNERS' ASSOCIATION, INC.**

WE HEREBY CERTIFY THAT the attached amendments to the By-Laws of Spanish Isles Property Owners' Association, Inc., as described in Official Records Book 2086 at Page 849 of the Public Records of Palm Beach County, Florida, as amended from time to time, were duly adopted in accordance with the By-Laws.

IN WITNESS WHEREOF, we have affixed our hands this 21 day of December, 2006, at Boca Raton, Palm Beach County, Florida.

By: Donna Don

Print: DONNA DON

Attest: Carol Cetta

Print: CAROL CETTA

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 21 day of December, 2006, by Donna Don as President and Carol Cetta as Secretary of Spanish Isles Property Owners' Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced \_\_\_\_\_ as identification.

NOTARY PUBLIC:

sign Kathy Farley

print KATHY FARLEY

State of Florida at Large

My Commission Expires: 06/20/2009



AMENDMENTS TO THE BY-LAWS OF  
SPANISH ISLES PROPERTY OWNERS' ASSOCIATION, INC.

(additions indicated by underlining, deletions with "—" and unaffected language to remain unchanged)

ARTICLE I

NAME AND LOCATION. The name of the corporation is SPANISH ISLES PROPERTY OWNERS' ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office mailing address of the corporation shall be located ~~at 444 Brickell Avenue, Suite 850, Miami, Florida, but P. O. Box 970532, Boca Raton, Florida 33497.~~ Meetings of members and directors may be held at such places within the State of Florida, Counties of Palm Beach and Dade, as may be designated by the Board of Directors.

\*\*\*

ARTICLE IV

MEETINGS OF MEMBERS

...

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing, hand delivering or electronically transmitting (facsimile or e-mail) a copy of such notice, ~~postage pre-paid~~, not less than ~~60~~ fourteen (14) nor more than ~~sixty (60)~~ days before such meeting to each member entitled to vote thereat, ~~addressed to the member's~~ address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

\*\*\*

ARTICLE IV

MEETINGS OF MEMBERS

...

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary prior to the meeting for which the proxy is given. No proxy shall be effective unless the member attaches a copy of a valid form of photo identification (driver's license, passport, etc.). Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his/her Lot.



\*\*\*  
ARTICLE V

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of Directors, who need not must be members of the Association. ~~The original Board of Directors as designated in Article X of the Articles of Incorporation, shall have three (3) members. As of the first Annual Meeting, the~~ The Board of Directors shall have nine (9) members, none of whom shall have been convicted of a felony within the previous ten (10) years. ~~Members who are delinquent in excess of ninety (90) days in the payment of assessments or fines levied by the Association are ineligible to be a candidate for or serve on the Board of Directors. In the event a member currently serving on the Board of Directors becomes delinquent in excess of ninety (90) days in the payment of assessments or fines levied by the Association, such member shall be automatically removed from the Board of Directors and his/her seat shall be filled by the remaining members of the Board of Directors in accordance with this Article.~~

\*\*\*  
ARTICLE VII

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two (2) directors, after not less than three (3) days written notice to each director, which notice may be sent by mail, hand delivery or electronically transmission (facsimile or e-mail).

\*\*\*  
ARTICLE XVII

STANDARDS FOR VENDORS TO ASSOCIATION

Section 1. Director or Committee Member Conflicts of Interest. No member of the ~~Board of Directors or members of any committee Association, nor his/her family members, or members of his/her household shall be permitted to engage in commercial activities and/or contracts with, or become a vendor to, this Association, except on a strictly volunteer basis for which absolutely no compensation or kick-backs shall be received, while serving as a member of the Board of Directors or member of a committee of this Association.~~

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# State of Florida

## Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of SPANISH ISLES PROPERTY OWNERS ASSOCIATION, INC., a corporation organized under the laws of the State of Florida, filed on May 11, 1979, as shown by the records of this office.

The document number of this corporation is 747150.



Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this the  
Twenty-ninth day of February, 2016



CR2EO22 (1-11)

*Ken Detzner*

Ken Detzner  
Secretary of State

FILED ARTICLES OF INCORPORATION 747150  
MAY 11 10 32 AM '79  
SPANISH ISLES PROPERTY OWNERS' ASSOCIATION, INC.  
MALLORCA, FLORIDA

In compliance with the requirements of Chapter 617, Florida Statutes, the undersigned, all of whom are residents of the State of Florida and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the corporation is SPANISH ISLES PROPERTY OWNERS' ASSOCIATION, INC., hereafter called the "Association"

ARTICLE II

The principal office of the Association is located at 444 Brickell Avenue, Suite 850, Miami, Florida.

ARTICLE III

The Resident Agent's Corporation of Florida, whose address is 9th Floor, Dade Federal Building, 101 East Flagler Street, Miami, Florida, is hereby appointed the initial registered agent of this Association.

ARTICLE IV

PURPOSE AND POWER OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are:

1. to provide for maintenance, preservation and architectural control of the residence Lots and Common Area within that certain tract of property described as:

Lots 1 to 24 inclusive, Block 1 and Lots 1 to 24 inclusive, Block 2, of REPLAT OF PLAT 1, SPANISH ISLES, according to the plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 33, Pages 58 and 59, together with Tracts 52 through 64 inclusive, Block 73, together with the East 15' of Tract 51, Block 73, together with all that portion of that 30' road right-of-way vacated in Official Record Book 2826, Page 680, as corrected in Official Record Book 2909, Page 1305, of the Public Records of Palm Beach County.

AL 4921

Florida, lying between Tracts 56 and 57 and South of the Easterly projection of the North line of said Tract 56 and North of the Easterly projection of the South line of said Tract 56, all in Block 73, PALM BEACH FARMS PLAT NO. 3, according to the Plat thereof, as recorded in the Office of the Clerk of the Circuit Court in Plat Book 2 at Pages 45 to 54 inclusive, of the Public Records of Palm Beach County, Florida, together with all and singular the rights and appurtenances pertaining thereto).

2. to pay all utility, maintenance and other fees and costs related to the street lights on the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose;

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

4. to maintain any part of the Lake Worth Drainage District Canal, currently known as E-1 and shown as canals and canal reservations appurtenant to Blocks 1 and 2 of Replat of Plat 1, Spanish Isles (as such plat is above described), which may become the responsibility of the Association;

5. and to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Public Records of Palm Beach County, Florida, and as the same may be amended from time to time as therein provided, said Declaration, and all defined terms therein, being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration, to pay all expenses in



connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

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

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

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members;

(g) contract from time to time as to one or more persons, firms or corporations for the purpose of providing professional management of the Association and delegate to the party with whom such contract has been entered the powers and duties of the Association except those that require specific approval of the Board of Directors or Members;

A-1921

(h) have and to exercise any and all powers, rights and privileges which a corporation organized under the Corporations Not for Profit Laws of the State of Florida by law may now or hereafter have or exercise.

#### ARTICLE V

##### 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, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

#### ARTICLE VI

##### VOTING RIGHTS

Section 1. Classes of Membership. The Association shall have two (2) classes of voting membership:

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

Class B. The Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each Lot and 13.5 votes per acre for each acre of undeveloped Tract owned. At such time as said Tracts are subdivided into Lots, the vote shall be converted to three (3) votes per actual Lot. The Class B member shall be entitled to elect a

A-1921

majority of the Board of Directors. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) September 1, 1980.

Section 2. Meetings of Members. The By-Laws of the Association shall provide for an annual meeting of members and may make provisions for regular and special meetings of members other than the annual meeting.

#### ARTICLE VII

##### CORPORATE EXISTENCE

The Association shall have perpetual existence.

#### ARTICLE VIII

##### SUBSCRIBERS

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

<u>Name</u>	<u>Address</u>
Henry Marks	444 Brickell Avenue, Suite 850 Miami, Florida 33131
Karl Reid Hotaling	444 Brickell Avenue, Suite 850 Miami, Florida 33131
Ben Taylor	444 Brickell Avenue, Suite 850 Miami, Florida 33131

#### ARTICLE IX

##### OFFICERS

Section 1. Officers Provided For. The Association shall have a President, a Vice President, a Secretary, and a Treasurer, and such other officers as the Board of Directors may from time to time elect. All officers shall serve without remuneration for such service.

Section 2. Election and Appointment of Officers. The officers of the Association, in accordance with any applicable provision of the By-Laws, shall be elected by the Board.

A-1421



of Directors for terms of one (1) 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 Vice President shall be directors of the Association; 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, any 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.

Section 3. First Officers. The names and addresses of the first officers of the Association, who shall hold office until the first annual meeting of directors and thereafter until successors are duly elected and have taken office, shall be as follows:

Office	Name	Address
President	Karl Reid Hotaling	444 Brickell Avenue, Suite 850 Miami, Florida 33131
Vice President	Ben Taylor	444 Brickell Avenue, Suite 850 Miami, Florida 33131
Secretary and Treasurer	Henry Marks	444 Brickell Avenue, Suite 850 Miami, Florida 33131

#### ARTICLE X

##### BOARD OF DIRECTORS

Section 1. Management by Directors. The property, business and affairs of the Association shall be managed by a Board of Directors, who shall serve without remuneration for such service. The Original Board of Directors shall have three (3) members. As of the first Annual Meeting the Board of Directors shall have nine (9) members. The number of directors may be changed by Amendment of the By-Laws of the Association. The Directors need not be members of the

A-1421

Association: 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 an annual meeting.

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:

<u>Name</u>	<u>Address</u>
Karl Reid Hotaling	444 Brickell Ave., Suite 850, Miami, Fla.
Ben Taylor	444 Brickell Ave., Suite 850, Miami, Fla.
Henry Marks	444 Brickell Ave., Suite 850, Miami, Fla.

If any of these original Directors shall resign before the first annual meeting, the remaining Directors shall elect a successor to fill the vacancy.

Section 3. Election of Members of Board of Directors. At the First Annual Meeting the members shall elect three (3) directors for a term of one (1) year, three (3) directors for a term of two (2) years and three (3) directors for a term of three (3) years; and at each annual meeting thereafter the members shall elect three (3) directors for a term of three (3) years. The By-Laws may provide for the method of voting in the election and for removal from office of directors.

Section 4. Duration of Office. Members elected to the Board of Directors shall hold office 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

A-1421

successor to fill the vacancy for the balance of the unexpired term.

#### ARTICLE XI

##### 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 Board or the membership in the manner set forth in the By-Laws.

#### ARTICLE XII

##### AMENDMENTS

Section 1. Amendments to these Articles of Incorporation shall be proposed and approved by the Board of Directors and thereafter submitted to a meeting of the membership of the Association for adoption or rejection. Amendment of these Articles shall require the assent of 75% of the entire membership.

Section 2. In case of any conflict between these Articles of Incorporation and the By-Laws, these Articles shall control; and in case of any conflict between these Articles of Incorporation and the said Declaration, the said declaration shall control.

#### ARTICLE XIII

##### DISSOLUTION

The Association may be dissolved consistent with the applicable provisions of Florida statutes, with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to such similar purposes.

A-1921

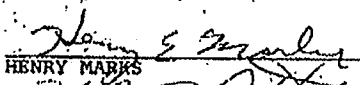
ARTICLE XIV  
INDEMNIFICATION

The Association shall indemnify any person who is made a party to any claim, suit, proceeding or liability by reason of the fact that he is or was a director, officer, employee, agent or representative of the Association to the fullest extent permitted by law, and the Association may advance expenses to any such person to the fullest extent permitted by law. The Association shall also have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, agent or representative of the Association against any liability asserted against him in any such capacity.

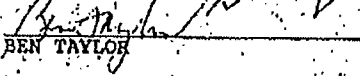
ARTICLE XV.  
FHA/VA APPROVAL

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution, and amendment of these Articles.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, we, the undersigned, constituting the subscribers of this Association, have executed these Articles of Incorporation this 2 day of May, 1979.

  
HENRY MARKS

  
KARL REID HOTALING

  
BEN TAYLOR

A-1421



STATE OF FLORIDA

COUNTY OF DADE

The foregoing instrument was acknowledged before me  
this 2 day of May, 1979, by HENRY MARKS, KARE REID  
HOTALING and BEN TAYLOR.

*James Whitworth*  
NOTARY PUBLIC, State of Florida  
at Large

My Commission expires:

NOTARY PUBLIC STATE OF FLORIDA /  
MY COMMISSION EXPIRES MAY 31 1981  
FORWARD INTO CHIEF OF RECORDS, DALLAS

A-1401

ACCEPTANCE OF DESIGNATION AS  
REGISTERED AGENT

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE  
SPANISH ISLES PROPERTY OWNER'S ASSOCIATION, INCORPORATED,  
AT 9TH FLOOR, DADE FEDERAL SAVINGS BUILDING, 101 EAST  
FLAGLER STREET, MIAMI, FLORIDA, WE HEREBY AGREE TO ACT  
IN THIS CAPACITY, AND WE FURTHER AGREE TO COMPLY WITH  
THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER  
AND COMPLETE PERFORMANCE OF OUR DUTIES.

RESIDENT AGENTS CORPORATION  
OF FLORIDA,

DATE: 3 May 1979

BY:

*Joseph P. Jonnings*  
Joseph P. Jonnings, Esq.  
Vice President & Secretary

FILED  
MAY 11 10 22 AM '79  
MIAMI, FLORIDA  
RECEIVED

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BY-LAWS  
OF  
SPANISH ISLES PROPERTY OWNERS' ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION. The name of the corporation is SPANISH ISLES PROPERTY OWNERS' ASSOCIATION, INC., hereinafter referred to as the "Association". The mailing address of the corporation shall be P.O. Box 970532, Boca Raton, Florida 33497. Meetings of members and directors may be held at such places within the State of Florida, County of Palm Beach, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to SPANISH ISLES PROPERTY OWNERS' ASSOCIATION, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:





The Park (Tract "B") as shown on Replat, Plat 1, Spanish Isles, according to the Plat thereof on file in the Office of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 33, pages 58 and 59.

Additional Common Areas may include, but will not be limited to the two lakes described on Spanish Isles Plat 2. Additional land within the area described in Plat Book 2 at Pages 45 to 54 inclusive, of the public records of Palm Beach County, Florida, may be annexed by the Declarant without the consent of members within ten years of the date of this instrument provided that the FHA and the VA determine that the annexation is in accord with the general plan heretofore approved by them.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interests merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to CENTEX HOMES OF FLORIDA, INC., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Public Records of Palm Beach County, Florida.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

### ARTICLE III

#### MEMBERSHIP

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

Section 2. The rights of membership are subject to the payment of annual and special assessment levied by the Association, the obligation of which assessment is imposed against each Owner of, and becomes a lien upon, the Properties against which such assessments are made as provided in Article IV of the Declaration.

### ARTICLE IV

#### MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of Eight O'CLOCK (8:00) P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members

who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing, hand delivering or electronically transmitting (facsimile or e-mail) a copy of such notice, not less than fourteen (14) nor more than sixty (60) days before such meeting to each member entitled to vote thereat, to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary prior to the meeting for which the proxy is given. No proxy shall be effective unless the member attaches a copy of a valid form of photo identification (driver's license, passport, etc.). Every proxy shall be

revocable and shall automatically cease upon conveyance by the member of his/her Lot.

## ARTICLE V

### BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of Directors, who must be members of the Association. The Board of Directors shall have nine (9) members, none of whom shall have been convicted of a felony within the previous ten (10) years. Members who are delinquent, in excess of ninety (90) days, in the payment of assessments or fines levied by the Association are ineligible to be a candidate for or serve on the Board of Directors. In the event a member currently serving on the Board of Directors becomes delinquent, in excess of ninety (90) days, in the payment of assessments or fines levied by the Association, such member shall be automatically removed from the Board of Directors and his/her seat shall be filled by the remaining members of the Board of Directors, in accordance with this Article.

Section 2. Term of Office. At the first annual meeting, the members shall elect three directors for a term of one year, three directors for a term of two years and three directors for a term of three years; and at each annual meeting thereafter the members shall elect three directors for a term of three years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No directors shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

Section 6. Board of Directors Code of Conduct.

(a) General. Every member of the Board of Directors is required to exercise his or her duties in good faith and in the best interest of the Association. Each member of the Board of Directors shall exercise such duties in accordance with the Declaration, the Articles of Incorporation of the Association, these B-Laws, and such statutes and ordinances as are from time to time in effect.

(b) Intoxication and use of alcohol or non-prescription drugs or medication. If a member of the Board of Directors is observed consuming alcoholic beverages or non-prescription drugs or medications before or during a meeting, or is intoxicated or under the influence of a non-prescription drug or medication while participating in a meeting, the Board of Directors shall have the right, by majority vote of the Board of Directors at which a quorum is present, to remove such member of the Board of Directors from the Board of Directors. Any such removal shall disqualify such person from becoming a member of the Board of Directors for a period of twelve (12) months from the date of such removal.

## ARTICLE VI

### NOMINATION AND ELECTION OF DIRECTORS

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

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted. Election shall be by a majority of votes, provided that prior to the termination of Class B membership as provided in the Articles of Incorporation, the Class B member shall be entitled to elect a majority of the Directors.

## ARTICLE VII

### MEETINGS OF DIRECTORS

**Section 2. Special Meetings.** Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two (2) directors, after not less than three (3) days written notice to each director, which notice may be sent by mail, hand delivery or electronically transmission (facsimile or e-mail).

Section 4. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

## POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

- (a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days, for infraction of published rules and regulations;
- (c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declarant;
- (d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
- (e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties, It shall be the duty of the Board of Directors to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof, which shall include, but not be limited to, in the case of its financial affairs, a statement of cash flows listing all items of receipt and expenditure of



Association funds for the preceding fiscal year, to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

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

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) enforce the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or cause an appropriate officer or employee to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. An Owner desiring to transfer all or any part of any interest in the Lot owned by such Owner, or a proposed transferee from such Owner, or a representative of such Owner or proposed transferee (including, but not limited to, a title insurance agency or title insurance company or attorney), as a prerequisite to the receipt of such certificate, shall (1) submit a reasonable fee payable to the Association in such sum as may be set and determined by the Board of Directors from time to time, which shall not exceed the sum of One Hundred Fifty Dollars

(\$150.00), and (2) submit an information form in such format and containing (I) such information about such proposed transferee as the Board may from time to time reasonably require; (ii) a statement in which such proposed transferee acknowledges receipt of a copy of the Declaration and all amendments thereto, the Articles of Incorporation of the Association, and all amendments thereto and these Bylaws, and all amendments thereto; (iii) a certification that the information submitted is true and correct; and (iv) the signature of such proposed transferee. If requested in writing, accompanied by payment of such reasonable fee and the submission of such information form, the Board of Directors shall cause to be provided by mail to the person making the request, a copy of the Declaration and all amendments thereto, the Articles of Incorporation of the Association, and all amendments thereto and these Bylaws, and all amendments thereto. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Areas to be maintained.

#### ARTICLE IX

##### OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a

secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

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

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

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

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

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

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

( ' ( )

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

President

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

Vice-President

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

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of

income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

## ARTICLE X

### COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

(a) The Architectural Control Committee, in addition to the duties and responsibilities described in the Declaration, shall be charged with the duty and responsibility to consider and approve or disapprove materials, including, but not limited to, siding materials and paint colors, proposed to be applied to the exterior walls of a structure located upon a Lot, in accordance with standards for such materials established by the Board of Directors from time to time. The standards so established by the Board of Directors shall be reasonable and in keeping with the promotion of the health, safety and welfare of the residents of the Properties, and the preservation of property values within the Properties.

(b) Any member of any committee must be an Owner.

(c) Code of Conduct for committee members.

(1) General. Every member of a committee is required to exercise his or her duties in good faith and in the best interest of the Association. Each member of a

committee shall exercise such duties in accordance with the Declaration, the Articles of Incorporation of the Association, these By-Laws, and such statutes and ordinances as are from time to time in effect.

(2) Intoxication and use of alcohol or non-prescription drugs or medication.

If a member of a committee is observed consuming alcoholic beverages or non-prescription drugs or medications before or during a meeting, or is intoxicated or under the influence of a non-prescription drug or medication while participating in a meeting, the Board of Directors shall have the right, by majority vote of the Board of Directors at which a quorum is present, to remove such committee member from the committee. Any such removal shall disqualify such person from becoming a member of a committee for a period of twelve (12) months from the date of such removal.

ARTICLE XI

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XII

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of nine percent (9%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waiver or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

#### ARTICLE XIII

##### CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: SPANISH ISLES PROPERTY OWNERS' ASSOCIATION, INC.

#### ARTICLE XIV

##### AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

#### ARTICLE XV

##### MISCELLANEOUS

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

#### ARTICLE XVI

##### ENFORCEMENT

Failure of an Owner, or a person present upon a Lot with the consent of the Owner of the Lot, to comply with any limitations or restrictions contained within the Declaration and all amendments thereto, the Articles of Incorporation of the Association, and all amendments thereto, or these By-laws; and all amendments thereto, shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof.

In addition to all other remedies, the Association may levy reasonable fines not to exceed One Hundred Dollars (\$100.00) per violation or One Hundred Dollars (\$100.00) per day in the event of a continuing violation (provided, however, that the aggregate fine for each continuing violation shall not exceed One Thousand Dollars (\$1,000.00)), against the Owner



of a Lot, for failure of the Owner and/or a person present upon a Lot with the consent of the Owner of the Lot, to comply with any limitations or restrictions contained within the Declaration and all amendments thereto, the Articles of Incorporation of the Association, and all amendments thereto, or these By-laws; and all amendments thereto, provided the following procedures are utilized.

A. **Notice and hearing.** The Association, through the Board of Directors, shall notify the Owner in writing of the alleged noncompliance and set forth the corrective action to be taken. A fine may not be imposed without notice of at least fourteen (14) days to the Owner sought to be fined and an opportunity for a hearing before a committee of at least three (3) members appointed by the Board of Directors who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee of the Association. If the committee, by majority vote, does not approve a proposed fine, it may not be imposed. At the Association's option, any fine may be levied on a daily basis in the event of a continuing violation without the necessity of a new hearing.

B. **Notice of Decision.** After the hearing, the decision of the committee shall be presented to the Board of Directors. A written decision of the Board of Directors, based upon the committee's decision, shall be mailed to the Owner not later than forty-five (45) days following the hearing.

C. **Payment.** A fine shall be paid not later than thirty (30) days following mailing of notice of imposition of the fine as may be set forth in the written decision of the Board of Directors.

**Lien of Fines.** A fine shall be treated as an assessment subject to the provisions for the collection of assessments as provided in Article XII of these By-Laws and ARTICLE IV, Section 1, Section 8, and Section 9 (as amended) of the Declaration, and shall constitute a lien upon the Lot of the Owner, with the same force and effect as a lien for annual assessment or charges and special assessments for capital improvements.

## ARTICLE XVII

### STANDARDS FOR VENDORS TO ASSOCIATION

**Section 1. Conflicts of Interest.** No member of the Association, nor his/her family members, or members of his/her household shall be permitted to engage in commercial activities and/or contracts with, or become a vendor to, this Association, except on a strictly volunteer basis for which absolutely no compensation or kick-backs shall be received.

**Section 2. Minimum Vendor Requirements.**

(a) Any vendor submitting bids for any work involving Common Area or Association owned or maintained real or tangible personal property proposed for this Association shall submit all required documents at the time of the submission of the proposal. These documents shall include but are not limited to, a then currently issued occupational license or licenses in Palm Beach County for the type of work proposed, proof of liability insurance then currently in force for damage to property and personal injury or death having at a minimum a combined single limit coverage of \$1,000,000.00 and, at least 2 references for work comparable to that requested by this Association previously performed by the prospective vendor. The Board of Directors shall have the discretion to impose additional

requirements from time to time, based on the type of work to be performed. If the vendor's primary place of business is not located in Palm Beach County, a then currently issued occupational license from the county of the primary place of business shall be accompanied by a then currently issued license showing that the vendor is permitted to offer the requested services in Palm Beach County.

(b) In the event that such licenses and/or insurance coverage will expire, or any such license or insurance coverage is revoked or terminated, as the case may be, during the term of the contract, the vendor will be responsible for submitting proof of reinstatement or new licenses and/or insurance coverage complying with the requirements specified as provided in Subdivision (a) above, of this Section 2, within three (3) business days after such expiration or revocation or termination; otherwise, the contract will be terminated.

(c) A copy of the provisions of this Section 2. shall be included as and made a part of every contract made by the Association for work proposed by this Association.

IN WITNESS WHEREOF, we, being all of the directors of the SPANISH ISLES PROPERTY OWNERS' ASSOCIATION, INC., have hereunto set our hands this \_\_\_\_ day of \_\_\_\_\_, 1979.

\_\_\_\_\_  
KARL REID HOTALLING

\_\_\_\_\_  
BEN TAYLOR

\_\_\_\_\_  
HENRY MARKS

COUNTY OF MIAMI-DADE     )  
                                      ) SS.  
STATE OF FLORIDA         )

Before me, personally appeared KARL REID HOTALLING, BEN TAYLOR and HENRY MARKS, who being first duly sworn, deposed and said that they are the directors of SPANISH ISLES PROPERTY OWNERS' ASSOCIATION, INC., and severally acknowledged before me that they executed the same as such directors in the name of and for and on behalf of the said corporation.

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida  
At Large

My Commission expires:

#### CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the SPANISH ISLES PROPERTY OWNERS' ASSOCIATION, INC., a Florida corporation, and,

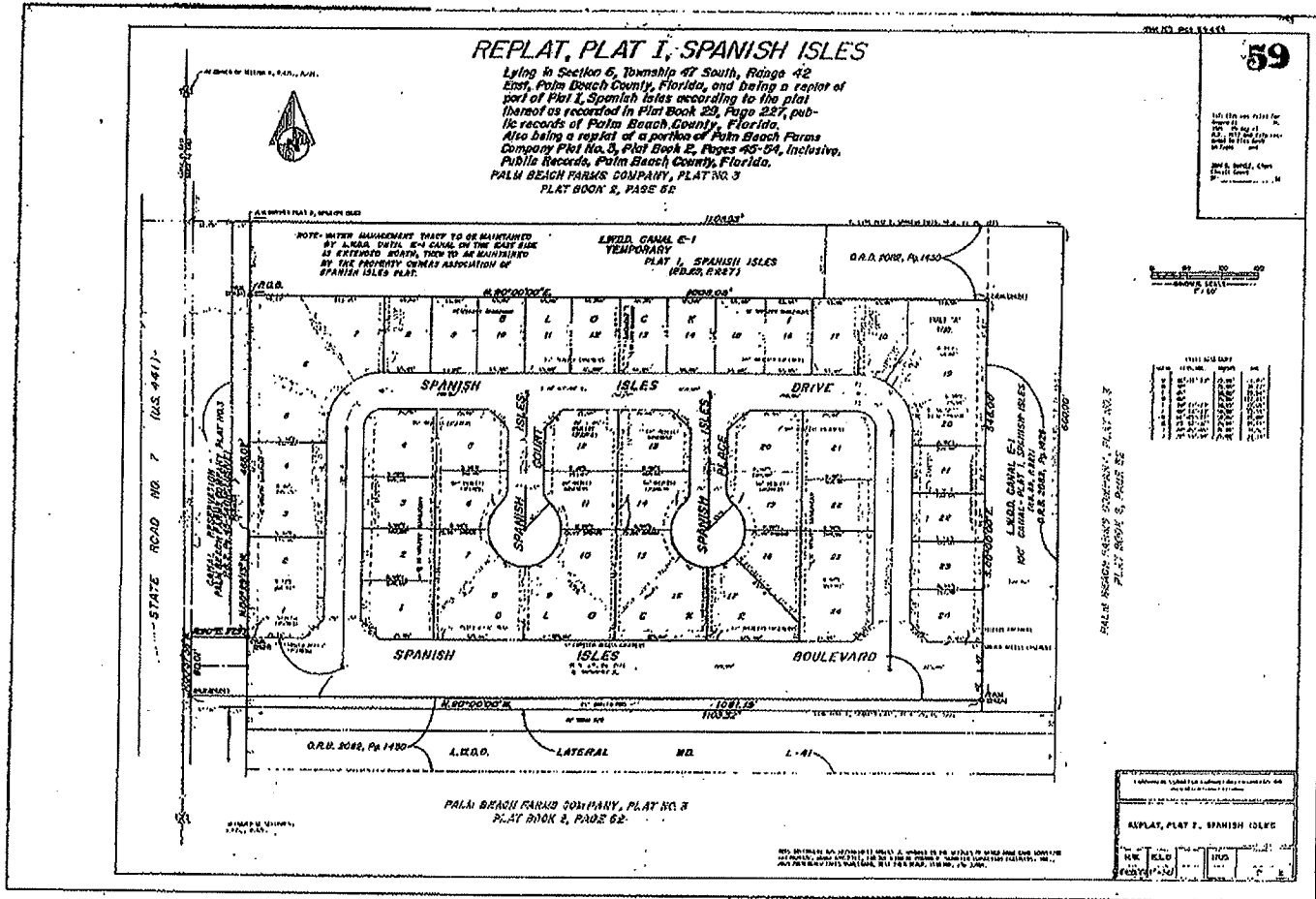
THAT the foregoing By-Laws constituted the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the \_\_\_\_ day of \_\_\_\_\_, 1979.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal  
of said Association this \_\_\_\_\_ day of \_\_\_\_\_, 1979.

\_\_\_\_\_  
HENRY MARKS, Secretary

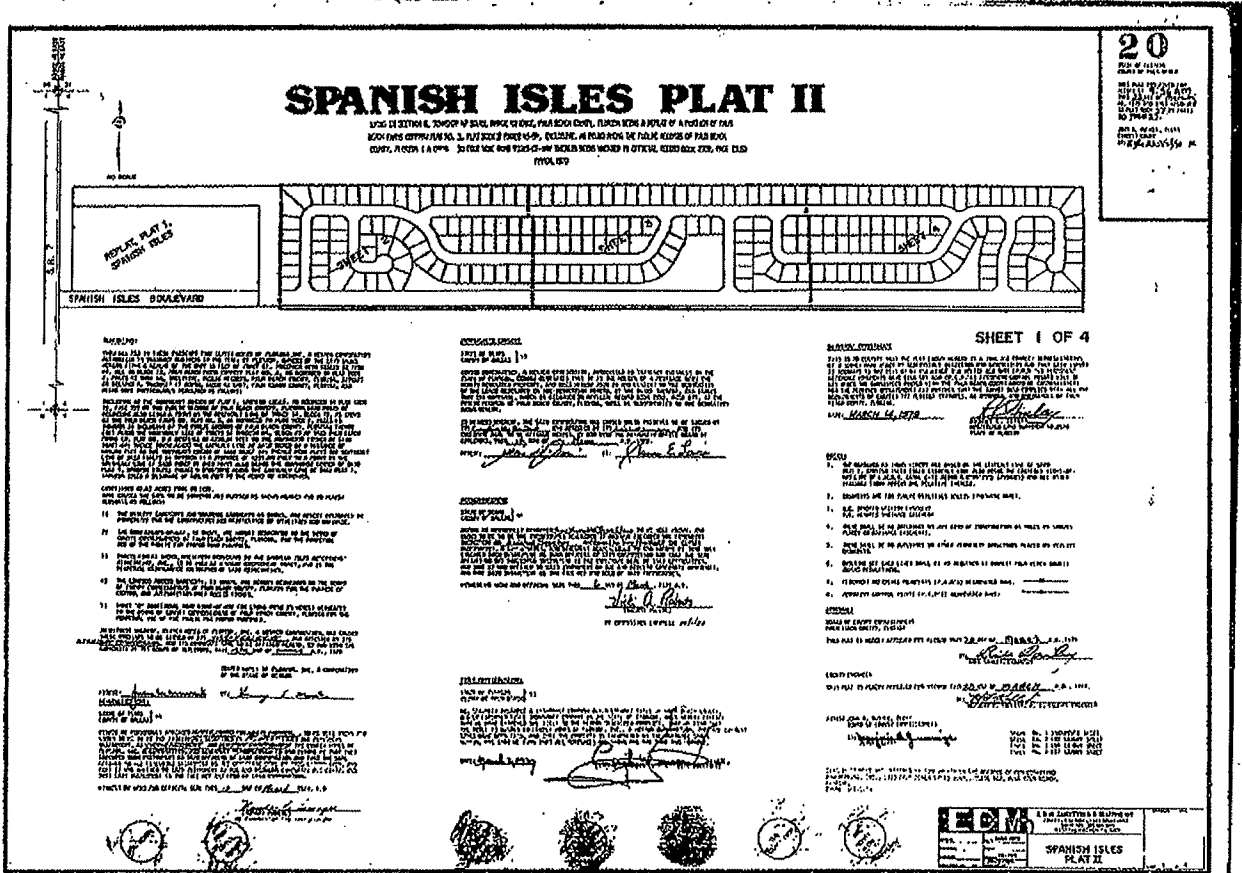
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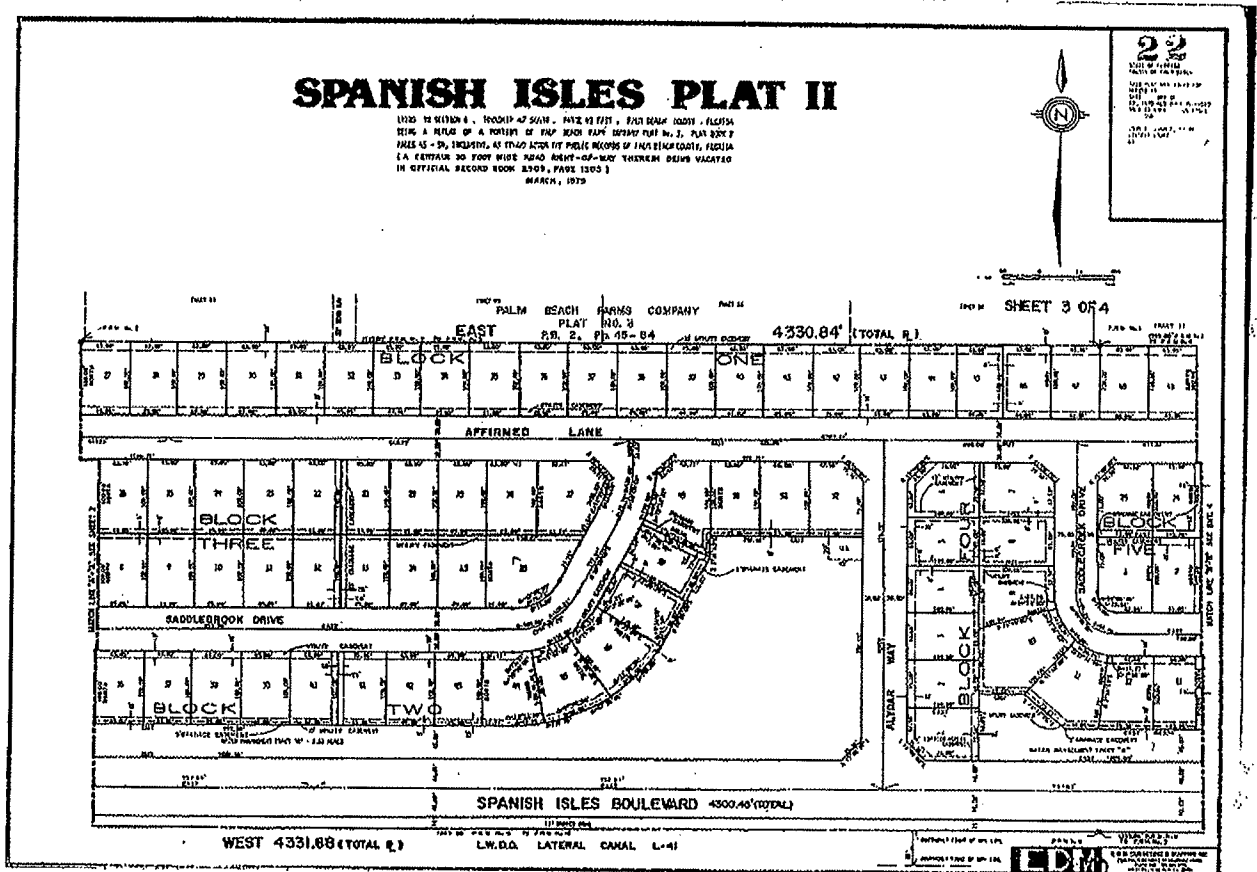


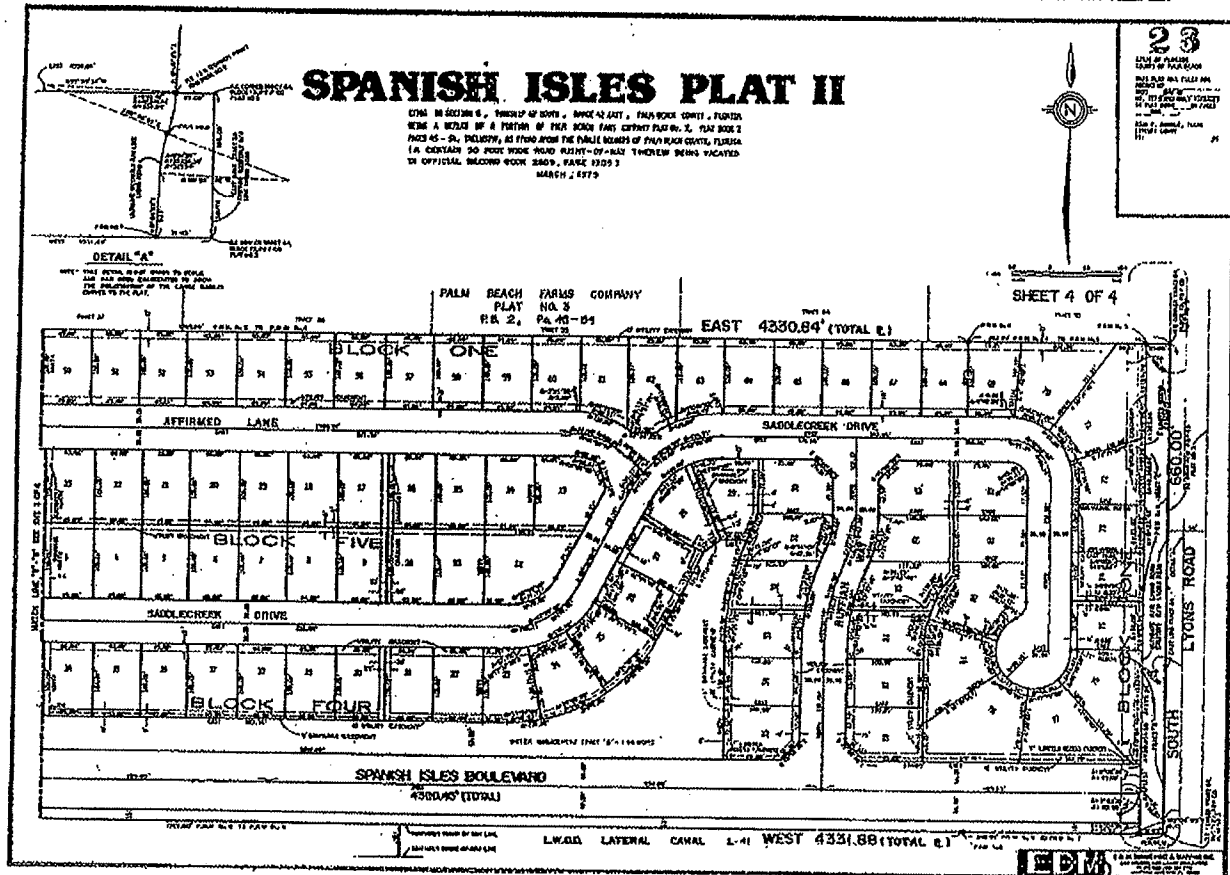


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**LEGAL DESCRIPTIONS**

1334667v1 995520.0004

SPANISH ISLES TAX ROLL							
Parcel Identification	Street No	Street Name	Street Type	City Name	Zip Code	Owner Name	Legal Description
00424706020000020	8915	SADDELCREEK	DR	BOCA RATON	33496	GRAZIOSO WORTMANN SUSAN G	SPANISH ISLES PL II LOT 77 BLK 1
00424706020010010	8920	SADDELCREEK	DR	BOCA RATON	33496	LOPEZ ANTONIO	SPANISH ISLES PL II LOT 78 BLK 1
00424706020010020	8925	SADDELCREEK	DR	BOCA RATON	33496	FURLANETTO MARCIANO & FURLANETTO NILKA	SPANISH ISLES PL II LOT 76 BLK 1
00424706020010030	8930	SADDELCREEK	DR	BOCA RATON	33496	BRENDEN KENNETH R & LOPEZ LESLIE	SPANISH ISLES PL II LOT 79 BLK 1
00424706020010040	8935	SADDELCREEK	DR	BOCA RATON	33496	NOLAN GEORGE P & NOLAN MIRIAM	SPANISH ISLES PL II LOT 75 BLK 1
00424706020010050	8940	SADDELCREEK	DR	BOCA RATON	33496	BONI MICHAEL J & BONI SHARON C	SPANISH ISLES PL II LOT 80 BLK 1
00424706020010060	8945	SADDELCREEK	DR	BOCA RATON	33496	SANGES HENRY L & ELKER KATHLEEN	SPANISH ISLES PL II LOT 74 BLK 1
00424706020010070	8950	SADDELCREEK	DR	BOCA RATON	33496	BASCO BIENVENIDO M & ANICIA F BASCO	SPANISH ISLES PL II LOT 81 BLK 1
00424706020010080	8955	SADDELCREEK	DR	BOCA RATON	33496	LOUIS BALOU & LOUIS ERNANDE L	SPANISH ISLES PL II LOT 73 BLK 1
00424706020010090	8965	SADDELCREEK	DR	BOCA RATON	33496	DOLCE SANDRA & DOLCE HENRY J &	SPANISH ISLES PL II LOT 72 BLK 1
00424706020010100	8966	SADDELCREEK	DR	BOCA RATON	33496	FAY DAVID A & FAY DEANA M	SPANISH ISLES PL II LOT 82 BLK 1
00424706020010110	8975	SADDELCREEK	DR	BOCA RATON	33496	ROSE EDWIN RJR & ROSE CONSTANCE S	SPANISH ISLES PL II LOT 71 BLK 1
00424706020010120	8985	SADDELCREEK	DR	BOCA RATON	33496	REY FRANK A & REY BARBARA A	SPANISH ISLES PL II LOT 70 BLK 1
00424706020010130	8995	SADDELCREEK	DR	BOCA RATON	33496	TARDIF CHRISTOPHER	SPANISH ISLES PL II LOT 69 BLK 1
00424706020010140	9005	SADDELCREEK	DR	BOCA RATON	33496	CARLL DANIEL G & CARLL SUZANNE M	SPANISH ISLES PL II LOT 68 BLK 1
00424706020010150	9015	SADDELCREEK	DR	BOCA RATON	33496	TURANO GIUSEPPE & TURANO MICHELLE &	SPANISH ISLES PL II LOT 67 BLK 1
00424706020010160	9025	SADDELCREEK	DR	BOCA RATON	33496	SLATER KIMBERLEY & SLATER RAYMOND	SPANISH ISLES PL II LOT 66 BLK 1
00424706020010170	9035	SADDELCREEK	DR	BOCA RATON	33496	GALLUZI STEPHEN	SPANISH ISLES PL II LOT 65 BLK 1
00424706020010180	9045	SADDELCREEK	DR	BOCA RATON	33496	FELIPE REYMUNDO & FELIPE GRACE F	SPANISH ISLES PL II LOT 64 BLK 1
00424706020010190	9050	SADDELCREEK	DR	BOCA RATON	33496	ALLEN ABBY J, ALLEN ABBY J TR	SPANISH ISLES PL II LOT 15 BLK 18
00424706020010200	9055	SADDELCREEK	DR	BOCA RATON	33496	ONEILL CHRISTINE	SPANISH ISLES PL II LOT 63 BLK 1

SPANISH ISLES TAX ROLL							
Parcel Identification	Street No.	Street Name	Street Type	City Name	Zip Code	Owner Name	Legal Description
00424706020010210	9060	SADDELCREEK	DR	BOCA RATON	33496	FERNANDES TONY J	SPANISH ISLES PL II LOT 15 BLK 17
00424706020010220	9065	SADDELCREEK	DR	BOCA RATON	33496	DELGADO LIZETH	SPANISH ISLES PL II LOT 62 BLK 1
00424706020010230	9069	AFFIRMED	LN	BOCA RATON	33496	GROB JEFFREY P	SPANISH ISLES PL II LOT 61 BLK 1
00424706020010240	9070	SADDELCREEK	DR	BOCA RATON	33496	CHRISTOPHER HOUSE OF HOPE 9070 LAND TRUS	SPANISH ISLES PL II LOT 15 BLK 16
00424706020020010	9080	SADDELCREEK	DR	BOCA RATON	33496	STEVENSON GRANT J & STEVENSON LAURIE E	SPANISH ISLES PL II LOT 15 BLK 15
00424706020020020	9080	AFFIRMED	LN	BOCA RATON	33496	KOVAL MICHAEL J	SPANISH ISLES PL II LOT 15 BLK 37
00424706020020030	9081	AFFIRMED	LN	BOCA RATON	33496	FREO FLORIDA LLC	SPANISH ISLES PL II LOT 60 BLK 1
00424706020020040	9090	SADDELCREEK	DR	BOCA RATON	33496	PONCE LUIS A	SPANISH ISLES PL II LOT 15 BLK 14
00424706020020050	9092	AFFIRMED	LN	BOCA RATON	33496	GOLDBERG SUSAN	SPANISH ISLES PL II LOT 15 BLK 38
00424706020020060	9093	AFFIRMED	LN	BOCA RATON	33496	MORGAN ROBERT J & MORGAN JUDITH E	SPANISH ISLES PL II LOT 59 BLK 1
00424706020020070	9095	SADDELCREEK	DR	BOCA RATON	33496	MORELL TANIA	SPANISH ISLES PL II LOT 15 BLK 36
00424706020020080	9100	SADDELCREEK	DR	BOCA RATON	33496	COLLIGNON JANICE M & COLLIGNON TERRY L	SPANISH ISLES PL II LOT 15 BLK 13
00424706020020090	9105	AFFIRMED	LN	BOCA RATON	33496	VANACORE CROSSON LENORE	SPANISH ISLES PL II LOT 58 BLK 1
00424706020020100	9110	SADDELCREEK	DR	BOCA RATON	33496	ALB CRIN STEFAN	SPANISH ISLES PL II LOT 15 BLK 12
00424706020020110	9115	AFFIRMED	LN	BOCA RATON	33496	SANFORD CINDY A	SPANISH ISLES PL II LOT 16 BLK 5
00424706020020120	9117	AFFIRMED	LN	BOCA RATON	33496	PARRA FREDDY & NIEDDA JENNIFER	SPANISH ISLES PL II LOT 57 BLK 1
00424706020020130	9120	SADDELCREEK	DR	BOCA RATON	33496	FREO FLORIDA LLC	SPANISH ISLES PL II LOT 15 BLK 11
00424706020020140	9125	SADDELCREEK	DR	BOCA RATON	33496	FIRSTMEYER MARY B	SPANISH ISLES PL II LOT 15 BLK 35
00424706020020150	9128	AFFIRMED	LN	BOCA RATON	33496	COHEN STEVEN E	SPANISH ISLES PL II LOT 17 BLK 5
00424706020020160	9129	AFFIRMED	LN	BOCA RATON	33496	PRESS MARK A	SPANISH ISLES PL II LOT 56 BLK 1
00424706020020170	9130	SADDELCREEK	DR	BOCA RATON	33496	KENNEDY TIMOTHY & KENNEDY AMANDA R	SPANISH ISLES PL II LOT 15 BLK 10



SPANISH ISLES TAX ROLL							
Parcel Identification	Survey No.	Street Name	Street Type	City Name	Zip Code	Owner Name	Legal Description
00424706020020180	9135	SADDELCREEK	DR	BOCA RATON	33496	KONIECZKO DANIEL & KONIECZKO MARIA	SPANISH ISLES PL II LOT 15 BLK 34
00424706020020190	9140	SADDELCREEK	DR	BOCA RATON	33496	TORRES OSIRIS & MENDOZA CUSTAVO	SPANISH ISLES PL II LOT 15 BLK 9
00424706020020200	9140	AFFIRMED	LN	BOCA RATON	33496	MORGAN MICHAEL L	SPANISH ISLES PL II LOT 18 BLK 5
00424706020020210	9141	AFFIRMED	LN	BOCA RATON	33496	LOTHIAN BEVERLY E	SPANISH ISLES PL II LOT 55 BLK 1
00424706020020220	9145	SADDELCREEK	DR	BOCA RATON	33496	SUAREZ NELSON & NEWBALL ELISA	SPANISH ISLES PL II LOT 15 BLK 33
00424706020020230	9150	SADDELCREEK	DR	BOCA RATON	33496	HARRINGTON C W JR & HARRINGTON REGINA M	SPANISH ISLES PL II LOT 15 BLK 8
00424706020020240	9152	AFFIRMED	LN	BOCA RATON	33496	RIMMINGTON ROBERT G & RIMMINGTON NEODA M	SPANISH ISLES PL II LOT 19 BLK 5
00424706030010000	9153	AFFIRMED	LN	BOCA RATON	33496	DESRNAH MARIETTA	SPANISH ISLES PL II LOT 54 BLK 1
00424706030010010	9155	SADDELCREEK	DR	BOCA RATON	33496	KELLEY EDWARD L & KELLEY BARBARA A	SPANISH ISLES PL II LOT 15 BLK 32
00424706030010020	9160	SADDELCREEK	DR	BOCA RATON	33496	VANTINE JOHN	SPANISH ISLES PL II LOT 15 BLK 7
00424706030010030	9164	AFFIRMED	LN	BOCA RATON	33496	ENGLAND THERESA D & FABOZZI KATHLEEN C	SPANISH ISLES PL II LOT 20 BLK 5
00424706030010040	9165	AFFIRMED	LN	BOCA RATON	33496	LOPEZ ROSA I & SALAZAR NESTOR E	SPANISH ISLES PL II LOT 53 BLK 1
00424706030010050	9165	SADDELCREEK	DR	BOCA RATON	33496	TIMMONS GARY D & TIMMONS LINDA	SPANISH ISLES PL II LOT 15 BLK 31
00424706030010060	9170	SADDELCREEK	DR	BOCA RATON	33496	DECIUS GARY G & DECIUS MARIE D	SPANISH ISLES PL II LOT 15 BLK 6
00424706030010070	9175	SADDELCREEK	DR	BOCA RATON	33496	1KOR HOLDINGS LLC	SPANISH ISLES PL II LOT 15 BLK 30
00424706030010080	9176	AFFIRMED	LN	BOCA RATON	33496	HAMER RUSSELL D	SPANISH ISLES PL II LOT 21 BLK 5
00424706030010090	9177	AFFIRMED	LN	BOCA RATON	33496	NUZZI PAUL J	SPANISH ISLES PL II LOT 52 BLK 1
00424706030010100	9180	SADDELCREEK	DR	BOCA RATON	33496	GIORDANO MARTHA	SPANISH ISLES PL II LOT 15 BLK 5
00424706030010110	9185	SADDELCREEK	DR	BOCA RATON	33496	BURNS KATHRYN	SPANISH ISLES PL II LOT 15 BLK 29
00424706030010120	9188	AFFIRMED	LN	BOCA RATON	33496	NUNEZ HUBERTO & NUNEZ MONICA	SPANISH ISLES PL II LOT 22 BLK 5
00424706030010130	9189	AFFIRMED	LN	BOCA RATON	33496	GARVEY SEAN P & WILSON ALEXA M	SPANISH ISLES PL II LOT 51 BLK 1

SPANISH ISLES TAX ROLL							
Parcel Identification	Street No	Street Name	Street Type	City	Zip Code	Owner Name	Legal Description
00424706030010140	9190	SADDELCREEK	DR	BOCA RATON	33496	ORDONEZ KATHERINE & MCDONALD CHRISTOPHER G	SPANISH ISLES PL II LOT 15 BLK 4
00424706030010150	9195	SADDELCREEK	DR	BOCA RATON	33496	MAY DEBORAH M	SPANISH ISLES PL II LOT 15 BLK 28
00424706030010160	9200	SADDELCREEK	DR	BOCA RATON	33496	HIRAPARA MADHU N & HIRAPARA LABHU M	SPANISH ISLES PL II LOT 14 BLK 4
00424706030010170	9200	AFFIRMED	LN	BOCA RATON	33496	HOOPINGARNER DANIELLE K	SPANISH ISLES PL II LOT 23 BLK 5
00424706030010180	9201	AFFIRMED	LN	BOCA RATON	33496	ZAMBRANO RICARDO & ZAMBRANO TERI A	SPANISH ISLES PL II LOT 50 BLK 1
00424706030010190	9205	SADDELCREEK	DR	BOCA RATON	33496	WILLIS TIMOTHY A & SCLAR WILLIS DONNA L	SPANISH ISLES PL II LOT 15 BLK 27
00424706030010200	9210	SADDELCREEK	DR	BOCA RATON	33496	PAYNE C N & PAYNE PATRICIA A	SPANISH ISLES PL II LOT 13 BLK 4
00424706030010210	9212	AFFIRMED	LN	BOCA RATON	33496	WINFIELD SARAH H	SPANISH ISLES PL II LOT 24 BLK 5
00424706030010220	9213	AFFIRMED	LN	BOCA RATON	33496	GALVIS LUIS H & BEATRIZ HERRERA	SPANISH ISLES PL II LOT 49 BLK 1
00424706030010230	9215	SADDELCREEK	DR	BOCA RATON	33496	GRAYBILL JOHN H	SPANISH ISLES PL II LOT 15-BLK 26
00424706030010240	9220	SADDELCREEK	DR	BOCA RATON	33496	SCIALO LINDA F	SPANISH ISLES PL II LOT 12 BLK 4
00424706030010250	9224	AFFIRMED	LN	BOCA RATON	33496	WONG NORMAN & WONG DOMINIQUE	SPANISH ISLES PL II LOT 25 BLK 5
00424706030010260	9225	AFFIRMED	LN	BOCA RATON	33496	FREO FLORIDA LLC	SPANISH ISLES PL II LOT 48 BLK 1
00424706030010270	9230	SADDELCREEK	DR	BOCA RATON	33496	PARKER EDWARD R	SPANISH ISLES PL II LOT 11 BLK 4
00424706030010280	9235	SADDELCREEK	DR	BOCA RATON	33496	MENA MARIA ANGELICA	SPANISH ISLES PL II LOT 15 BLK 25
00424706030010290	9237	AFFIRMED	LN	BOCA RATON	33496	DIGIROLAMO MICHAEL & DIGIROLAMO MARY E	SPANISH ISLES PL II LOT 47 BLK 1
00424706030010300	9240	SADDELCREEK	DR	BOCA RATON	33496	SHERRILL THOMAS H & SHERRILL JAYNE S	SPANISH ISLES PL II LOT 10 BLK 4
00424706030010310	9249	AFFIRMED	LN	BOCA RATON	33496	HERNANDEZ DANIEL	SPANISH ISLES PL II LOT 46 BLK 1
00424706030010320	9250	SADDELCREEK	DR	BOCA RATON	33496	PRIETO RICARDO & CAMACHO INARA	SPANISH ISLES PL II LOT 9 BLK 4
00424706030010330	9251	AFFIRMED	LN	BOCA RATON	33496	PAYGANE GENARO	SPANISH ISLES PL II LOT 45 BLK 1
00424706030010340	9260	SADDELCREEK	DR	BOCA RATON	33496	CADY STEWART & CADY LAURA	SPANISH ISLES PL II LOT 8 BLK 4

SPANISH ISLES TAX ROLL							
Parcel Identification	Street No	Street Name	Street Type	City Name	Zip Code	Owner Name	Legal Description
00424706030010350	9270	SADDLECREEK	DR	BOCA RATON	33496	NGUYEN DUyen X	SPANISH ISLES PL II LOT 7 BLK 4
00424706030010360	9273	AFFIRMED	LN	BOCA RATON	33496	ESPINOSA JAMIE EST	SPANISH ISLES PL II LOT 44 BLK 1
00424706030010370	9276	SADDLEBROOK	DR	BOCA RATON	33496	WENZE MATTHEW J & WENZE DIANA N	SPANISH ISLES PL II LOT 48 BLK 2
00424706030010380	9285	AFFIRMED	LN	BOCA RATON	33496	GEOGHEGAN MARCELO E & GEOGHEGAN RUTH A	SPANISH ISLES PL II LOT 43 BLK 1
00424706030010390	9297	AFFIRMED	LN	BOCA RATON	33496	THOMPSON TODD M	SPANISH ISLES PL II LOT 42 BLK 1
00424706030010400	9298	AFFIRMED	LN	BOCA RATON	33496	NASSETTA KEITH & NASSETTA ROSALIE	SPANISH ISLES PL II LOT 52 BLK 2
00424706030010410	9309	AFFIRMED	LN	BOCA RATON	33496	PERRY THOMAS W & PERRY CHERYL A	SPANISH ISLES PL II LOT 41 BLK 1
00424706030010420	9310	AFFIRMED	LN	BOCA RATON	33496	MICHAUD KUDER & MICHAUD MARIE E	SPANISH ISLES PL II LOT 51 BLK 2
00424706030010430	9321	AFFIRMED	LN	BOCA RATON	33496	BLANDON MARTHA	SPANISH ISLES PL II LOT 40 BLK 1
00424706030010440	9322	AFFIRMED	LN	BOCA RATON	33496	MAHEU PAUL S & MAHEU ALISON L	SPANISH ISLES PL II LOT 50 BLK 2
00424706030010450	9333	AFFIRMED	LN	BOCA RATON	33496	VILLALOBOS NELSON R	SPANISH ISLES PL II LOT 39 BLK 1
00424706030010460	9345	AFFIRMED	LN	BOCA RATON	33496	IRISH DONALD W & IRISH DEBORAH A	SPANISH ISLES PL II LOT 38 BLK 1
00424706030010470	9357	AFFIRMED	LN	BOCA RATON	33496	SARDINIA JORGE & SARDINIA DEBORAH	SPANISH ISLES PL II LOT 37 BLK 1
00424706030010480	9368	SADDLEBROOK	DR	BOCA RATON	33496	FLINT ARLENE & TRAUTMAN RONALD	SPANISH ISLES PL II LOT 49 BLK 2
00424706030010490	9368	AFFIRMED	LN	BOCA RATON	33496	FISKE CHERRY R	SPANISH ISLES PL II LOT 17 BLK 3
00424706030010500	9369	AFFIRMED	LN	BOCA RATON	33496	ESPOSITO GEORGE K & ESPOSITO DEBORAH L	SPANISH ISLES PL II LOT 36 BLK 1
00424706030010510	9380	AFFIRMED	LN	BOCA RATON	33496	HARPER WILLIAM G & HARPER SUZANNE M	SPANISH ISLES PL II LOT 18 BLK 3
00424706030010520	9381	AFFIRMED	LN	BOCA RATON	33496	KLICKSTEIN BERNARD & KLICKSTEIN JOAN K	SPANISH ISLES PL II LOT 35 BLK 1
00424706030010530	9386	SADDLEBROOK	DR	BOCA RATON	33496	PHILLIPS PAUL E & PHILLIPS NICOLE	SPANISH ISLES PL II LOT 47 BLK 2
00424706030010540	9392	AFFIRMED	LN	BOCA RATON	33496	IKOR HOLDINGS LLC	SPANISH ISLES PL II LOT 19 BLK 3
00424706030010550	9393	AFFIRMED	LN	BOCA RATON	33496	FRENCH THOMAS L & FRENCH JOAN S	SPANISH ISLES PL II LOT 34 BLK 1

SPANISH ISLES TAX ROLL							
Patch (or Affirmation)	Sheet No.	Street Name	Street Type	City Name	Zip Code	Owner Name	Legal Description
00424706030010560	9394	SADDLEBROOK	DR	BOCA RATON	33496	ABREU RUBEN & MARTINEZ WENDY	SPANISH ISLES PL II LOT 46 BLK 2
00424706030010570	9395	SADDLEBROOK	DR	BOCA RATON	33496	ROTHBERG ALAN S & ROTHBERG DEBORAH S	SPANISH ISLES PL II LOT 16 BLK 3
00424706030010580	9404	SADDLEBROOK	DR	BOCA RATON	33496	KEANE JOEL M & WETHERALD JESSICA M	SPANISH ISLES PL II LOT 45 BLK 2
00424706030010590	9404	AFFIRMED	LN	BOCA RATON	33496	CHERISCAR MARIE E & DIEJUSTE MICAL	SPANISH ISLES PL II LOT 20 BLK 3
00424706030010600	9405	AFFIRMED	LN	BOCA RATON	33496	NEWMAN MICHAEL G & NEWMAN KELLY M	SPANISH ISLES PL II LOT 33 BLK 1
00424706030010610	9412	SADDLEBROOK	DR	BOCA RATON	33496	GARCIA NELSON	SPANISH ISLES PL II LOT 44 BLK 2
00424706030010620	9416	AFFIRMED	LN	BOCA RATON	33496	CADET ALBERTO & CADET ALTIDE	SPANISH ISLES PL II LOT 21 BLK 3
00424706030010630	9417	AFFIRMED	LN	BOCA RATON	33496	PARKER JAMES E III & PARKER RENEE M	SPANISH ISLES PL II LOT 32 BLK 1
00424706030010640	9421	SADDLEBROOK	DR	BOCA RATON	33496	NISHIYAMA OLIVIA FELIX J & GOMEZ DIAZ JOHANNA A	SPANISH ISLES PL II LOT 15 BLK 3
00424706030010650	9422	SADDLEBROOK	DR	BOCA RATON	33496	REINA ANTHONY S & REINA MARY A	SPANISH ISLES PL II LOT 43 BLK 2
00424706030010660	9428	AFFIRMED	LN	BOCA RATON	33496	LAPORTE CATHERINE & VULLO JOHN JR	SPANISH ISLES PL II LOT 22 BLK 3
00424706030010670	9429	AFFIRMED	LN	BOCA RATON	33496	KASZTNER LOUIS R & KASZTNER SHARON W	SPANISH ISLES PL II LOT 31 BLK 1
00424706030010680	9429	SADDLEBROOK	DR	BOCA RATON	33496	FREO FLORIDA LLC	SPANISH ISLES PL II LOT 14 BLK 3
00424706030010690	9430	SADDLEBROOK	DR	BOCA RATON	33496	ALEXANDER JEFFREY R & ALEXANDER JO ANNE	SPANISH ISLES PL II LOT 42 BLK 2
00424706030010700	9439	SADDLEBROOK	DR	BOCA RATON	33496	FREEMAN AARON & ENRIQUEZ LUCIO	SPANISH ISLES PL II LOT 13 BLK 3
00424706030010710	9440	SADDLEBROOK	DR	BOCA RATON	33496	MARIANI CHRISTOPHER D & MARIANI EILEEN	SPANISH ISLES PL II LOT 41 BLK 2
00424706030010720	9441	AFFIRMED	LN	BOCA RATON	33496	BREITBERG DYANE	SPANISH ISLES PL II LOT 30 BLK 1
00424706030010730	9447	SADDLEBROOK	DR	BOCA RATON	33496	GUTIERREZ RAUL J & RODRIGUEZ ROSANNA E	SPANISH ISLES PL II LOT 12 BLK 3
00424706030010740	9448	SADDLEBROOK	DR	BOCA RATON	33496	SADDLEBROOK DRIVE HOLDINGS LLC	SPANISH ISLES PL II LOT 40 BLK 2
00424706030010750	9452	AFFIRMED	LN	BOCA RATON	33496	FOXEN CAROL F & KUSHEL NORMAN	SPANISH ISLES PL II LOT 24 BLK 3
00424706030010760	9453	AFFIRMED	LN	BOCA RATON	33496	MESQUITA GUILHERME	SPANISH ISLES PL II LOT 29 BLK 1

SPANISH ISLES TAX ROLL							
Parcel Identification	Street No.	Street Name	Street Type	City Name	Zip Code	Owner Name	Legal Description
00424706030010770	9457	SADDLEBROOK	DR	BOCA RATON	33496	BATTLE MARK L & BATTLE NADINE M	SPANISH ISLES PL II LOT 11 BLK 3
00424706030010780	9458	SADDLEBROOK	DR	BOCA RATON	33496	CHAMORRO GIULIANA I & CHAMORRO OSCAR F	SPANISH ISLES PL II LOT 39 BLK 2
00424706030010790	9464	AFFIRMED	LN	BOCA RATON	33496	2015 3 IH2 BORROWER LP	SPANISH ISLES PL II LOT 25 BLK 3
00424706030010800	9465	AFFIRMED	LN	BOCA RATON	33496	STEFFEK THOMAS J	SPANISH ISLES PL II LOT 28 BLK 1
00424706030010810	9465	SADDLEBROOK	DR	BOCA RATON	33496	BECK TAYLOR V, BIANCO ROSALIE TR	SPANISH ISLES PL II LOT 10 BLK 3
00424706030010820	9466	SADDLEBROOK	DR	BOCA RATON	33496	BRUNI KEITH & BRUNI TABITHA	SPANISH ISLES PL II LOT 38 BLK 2
00424706030010830	9475	SADDLEBROOK	DR	BOCA RATON	33496	NOWORYTA CAROLYN M	SPANISH ISLES PL II LOT 9 BLK 3
00424706030010840	9476	SADDLEBROOK	DR	BOCA RATON	33496	MESSIHA WAGUIH & MESSIHA MANAL	SPANISH ISLES PL II LOT 37 BLK 2
00424706030010850	9476	AFFIRMED	LN	BOCA RATON	33496	CONCA JOHN M & PASTORINO ROBERT	SPANISH ISLES PL II LOT 26 BLK 3
00424706030010860	9477	AFFIRMED	LN	BOCA RATON	33496	MORLINI BARBARA M, MORLINI BARBARA M TR	SPANISH ISLES PL II LOT 27 BLK 1
00424706030010870	9483	SADDLEBROOK	DR	BOCA RATON	33496	KAHN GAVIN S & KAHN EMMY D S	SPANISH ISLES PL II LOT 8 BLK 3
00424706030010880	9484	SADDLEBROOK	DR	BOCA RATON	33496	PASTORELLO ANN S	SPANISH ISLES PL II LOT 36 BLK 2
00424706030020000	9488	AFFIRMED	LN	BOCA RATON	33496	LOPEZ JOSE & LOPEZ AIDA	SPANISH ISLES PL II LOT 27 BLK 3
00424706030020010	9489	AFFIRMED	LN	BOCA RATON	33496	DJS REAL ESTATE INVSTMNT LP	SPANISH ISLES PL II LOT 26 BLK 1
00424706030020020	9493	SADDLEBROOK	DR	BOCA RATON	33496	MALONE NURIA L	SPANISH ISLES PL II LOT 7 BLK 3
00424706030020030	9494	SADDLEBROOK	DR	BOCA RATON	33496	JARSCHAUER GALIT E	SPANISH ISLES PL II LOT 35 BLK 2
00424706030020040	9500	AFFIRMED	LN	BOCA RATON	33496	KELZ JULIUS R III & BOSSERT ASHLEY M	SPANISH ISLES PL II LOT 28 BLK 3
00424706030020050	9501	AFFIRMED	LN	BOCA RATON	33496	TORRES RAUL	SPANISH ISLES PL II LOT 25 BLK 1
00424706030020060	9501	SADDLEBROOK	DR	BOCA RATON	33496	POMERANZ ROBIN L	SPANISH ISLES PL II LOT 6 BLK 3
00424706030020070	9502	SADDLEBROOK	DR	BOCA RATON	33496	GARCIA DAVID & GARCIA JANELLE	SPANISH ISLES PL II LOT 34 BLK 2
00424706030020080	9510	AFFIRMED	LN	BOCA RATON	33496	KUMAR KETNA & KUMAR HEMANT	SPANISH ISLES PL II LOT 29 BLK 3

SPANISH ISLES TAX ROLL							
Parcel Number	Section No	Street Name	Street Type	City Name	Zip Code	Owner Name	Legal Description
00424706030020090	9511	SADDLEBROOK	DR	BOCA RATON	33496	HASKELL DESCO J & HASKELL CRISTINA E	SPANISH ISLES PL II LOT 5 BLK 3
00424706030020100	9512	SADDLEBROOK	DR	BOCA RATON	33496	STONE RICKEY P & STONE KAREN E	SPANISH ISLES PL II LOT 33 BLK 2
00424706030020110	9513	AFFIRMED	LN	BOCA RATON	33496	LAMONGE CORA & METTRA ODNE	SPANISH ISLES PL II LOT 24 BLK 1
00424706030020120	9519	SADDLEBROOK	DR	BOCA RATON	33496	GONZALES RAMON & GONZALES MICHELLE	SPANISH ISLES PL II LOT 4 BLK 3
00424706030020130	9520	SADDLEBROOK	DR	BOCA RATON	33496	WHITE DAVID L	SPANISH ISLES PL II LOT 32 BLK 2
00424706030020140	9522	AFFIRMED	LN	BOCA RATON	33496	ST PREUX APOLON	SPANISH ISLES PL II LOT 30 BLK 3
00424706030020150	9525	AFFIRMED	LN	BOCA RATON	33496	MCCRABY ALMA	SPANISH ISLES PL II LOT 23 BLK 1
00424706030020160	9529	SADDLEBROOK	DR	BOCA RATON	33496	GOEL VIKRAM	SPANISH ISLES PL II LOT 3 BLK 3
00424706030020170	9530	SADDLEBROOK	DR	BOCA RATON	33496	CARD DANA	SPANISH ISLES PL II LOT 31 BLK 2
00424706030020180	9534	AFFIRMED	LN	BOCA RATON	33496	FRED FLORIDA LLC	SPANISH ISLES PL II LOT 31 BLK 3
00424706030020190	9537	AFFIRMED	LN	BOCA RATON	33496	LEON WILSON & LEON MIRIAM	SPANISH ISLES PL II LOT 22 BLK 1
00424706030020200	9537	SADDLEBROOK	DR	BOCA RATON	33496	SCHENFIELD ANDREW M	SPANISH ISLES PL II LOT 2 BLK 3
00424706030020210	9538	SADDLEBROOK	DR	BOCA RATON	33496	MORAFATES VIVIAN L	SPANISH ISLES PL II LOT 30 BLK 2
00424706030020220	9546	AFFIRMED	LN	BOCA RATON	33496	ALB CRIN STEFAN	SPANISH ISLES PL II LOT 32 BLK 3
00424706030020230	9547	AFFIRMED	LN	BOCA RATON	33496	SMITH CARL A	SPANISH ISLES PL II LOT 21 BLK 1
00424706030020240	9548	SADDLEBROOK	DR	BOCA RATON	33496	LABBAD NANCY J	SPANISH ISLES PL II LOT 29 BLK 2
00424706030020250	9555	SADDLEBROOK	DR	BOCA RATON	33496	RICCA MICHAEL	SPANISH ISLES PL II LOT 28 BLK 2
00424706030020260	9558	AFFIRMED	LN	BOCA RATON	33496	AMERSON J DWIGHT & AMERSON ANTOINETTE	SPANISH ISLES PL II LOT 33 BLK 3
00424706030020270	9561	AFFIRMED	LN	BOCA RATON	33496	OBRYANT MICHAEL & OBRYANT DANIELLE	SPANISH ISLES PL II LOT 20 BLK 1
00424706030020280	9565	SADDLEBROOK	DR	BOCA RATON	33496	MCTAGUE PATRICIA E & MCTAGUE ROBIN J	SPANISH ISLES PL II LOT 1 BLK 3
00424706030020290	9566	SADDLEBROOK	DR	BOCA RATON	33496	HARTMAN GEORGE E & CARRIE HARTMAN SHIRLEY	SPANISH ISLES PL II LOT 27 BLK 2

SPANISH ISLES TAX ROLL							
Parcel Identification	Street No	Street Name	Street Type	County	Zip Code	Owner Name	Legal Description
00424706030020300	9570	AFFIRMED	LN	BOCA RATON	33496	RETZSCH JONATHAN	SPANISH ISLES PL II LOT 34 BLK 3
00424706030020310	9573	AFFIRMED	LN	BOCA RATON	33496	RKIMO ENTERPRISE LLC	SPANISH ISLES PL II LOT 19 BLK 1
00424706030020320	9574	SADDLEBROOK	DR	BOCA RATON	33496	DEDRICK ANA MARIA	SPANISH ISLES PL II LOT 26 BLK 2
00424706030020330	9584	SADDLEBROOK	DR	BOCA RATON	33496	MCALLISTER HARRY M & MC ALLISTER MARGARET H	SPANISH ISLES PL II LOT 25 BLK 2
00424706030020340	9585	AFFIRMED	LN	BOCA RATON	33496	OHRN KATHLEEN	SPANISH ISLES PL II LOT 18 BLK 1
00424706030020350	9589	SADDLEBROOK	DR	BOCA RATON	33496	MENESES CRISTIAN & GALVAN JAQUELINE	SPANISH ISLES PL II LOT 17 BLK 1
00424706030020360	9592	SADDLEBROOK	DR	BOCA RATON	33496	ORDONEZ LUZ B	SPANISH ISLES PL II LOT 24 BLK 2
00424706030020370	9601	SADDLEBROOK	DR	BOCA RATON	33496	OCHOA DIEGO M	SPANISH ISLES PL II LOT 16 BLK 1
00424706030020380	9604	SADDLEBROOK	DR	BOCA RATON	33496	GIRON BEN	SPANISH ISLES PL II LOT 23 BLK 2
00424706030020390	9611	SADDLEBROOK	DR	BOCA RATON	33496	ROSS ERIC J & BODEN-ROSS PATTI	SPANISH ISLES PL II LOT 15 BLK 1
00424706030020400	9618	SADDLEBROOK	DR	BOCA RATON	33496	BREITBERG DYANE K	SPANISH ISLES PL II LOT 22 BLK 2
00424706030020410	9623	SADDLEBROOK	DR	BOCA RATON	33496	ALEXANDER DOROTHY S	SPANISH ISLES PL II LOT 14 BLK 1
00424706030020420	9632	SADDLEBROOK	DR	BOCA RATON	33496	BREITBERG DYANE & MCCANN JOHN J	SPANISH ISLES PL II LOT 21 BLK 2
00424706030020430	9633	SADDLEBROOK	DR	BOCA RATON	33496	PROGRESS RESIDENTIAL 2015 3 BORROWER LLC	SPANISH ISLES PL II LOT 13 BLK 1
00424706030020440	9645	SADDLEBROOK	DR	BOCA RATON	33496	SPILLERS RICKY E & SPILLERS RACHEL M	SPANISH ISLES PL II LOT 12 BLK 1
00424706030020450	9655	SADDLEBROOK	DR	BOCA RATON	33496	CORRAR WILLIAM J & CORRAR MIRIAM	SPANISH ISLES PL II LOT 11 BLK 1
00424706030020460	9667	SADDLEBROOK	DR	BOCA RATON	33496	FREO FLORIDA LLC	SPANISH ISLES PL II LOT 10 BLK 1
00424706030020470	9677	SADDLEBROOK	DR	BOCA RATON	33496	ELIAS FRANCISCO & MARTINEZ-ELIAS MARIA	SPANISH ISLES PL II LOT 9 BLK 1
00424706030020480	9689	SADDLEBROOK	DR	BOCA RATON	33496	ANDERSON SUSAN	SPANISH ISLES PL II LOT 8 BLK 1
00424706030020490	9690	SADDLEBROOK	DR	BOCA RATON	33496	BOTTARO LUCY	SPANISH ISLES PL II LOT 6 BLK 2
00424706030020500	9699	SADDLEBROOK	DR	BOCA RATON	33496	FAULK JASON & FAULK KRIS A	SPANISH ISLES PL II LOT 7 BLK 1

SPANISH ISLES TAX ROLL							
Parcel Identification	Symbol No	Street Name	Street Type	City Name	Zip Code	Owner Name	Legal Description
00424706030020510	9711	SADDLEBROOK	DR	BOCA RATON	33496	LEMKE JOSEPH I & LEMKE KELLY T	SPANISH ISLES PL II LOT 6 BLK 1
00424706030020520	9720	SADDLEBROOK	DR	BOCA RATON	33496	SIMON 2014 LLC	SPANISH ISLES PL II LOT 5 BLK 2
00424706030030010	9721	SADDLEBROOK	DR	BOCA RATON	33496	DIAZ TOMAS	SPANISH ISLES PL II LOT 5 BLK 1
00424706030030020	9732	SADDLEBROOK	DR	BOCA RATON	33496	BLOHM MICHELLE	SPANISH ISLES PL II LOT 4 BLK 2
00424706030030030	9733	SADDLEBROOK	DR	BOCA RATON	33496	TUTEC LLC	SPANISH ISLES PL II LOT 4 BLK 1
00424706030030040	9742	SADDLEBROOK	DR	BOCA RATON	33496	CHURCHILL STEPHEN R & CHURCHILL WENDY S	SPANISH ISLES PL II LOT 3 BLK 2
00424706030030050	9743	SADDLEBROOK	DR	BOCA RATON	33496	BRAUN ARTHUR S & BRAUN NINA M	SPANISH ISLES PL II LOT 3 BLK 1
00424706030030060	9754	SADDLEBROOK	DR	BOCA RATON	33496	FETLAR LLC	SPANISH ISLES PL II LOT 2 BLK 2
00424706030030070	9755	SADDLEBROOK	DR	BOCA RATON	33496	CONNER CECIL O & CONNER SUSAN C	SPANISH ISLES PL II LOT 2 BLK 1
00424706030030080	9764	SADDLEBROOK	DR	BOCA RATON	33496	OLIVEIRA FRANCISCO R & DESOUSA CLIZIA C	SPANISH ISLES PL II LOT 1 BLK 2
00424706030030090	9765	SADDLEBROOK	DR	BOCA RATON	33496	MARKS BARBARA C	SPANISH ISLES PL II LOT 1 BLK 1
00424706030030100	9804	SPANISH ISLES	DR	BOCA RATON	33496	CULLOM ROBERT E & CULLOM MARTHA I	SPANISH ISLES PL 1 REPLAT LOT 24 BLK 2
00424706030030110	9805	SPANISH ISLES	DR	BOCA RATON	33496	CAPPITELLI DAVID S	SPANISH ISLES PL 1 REPLAT LOT 24 BLK 1
00424706030030120	9811	SPANISH ISLES	DR	BOCA RATON	33496	MILLARD WILLIAM & MILLARD MILENA	SPANISH ISLES PL 1 REPLAT LOT 23 BLK 1
00424706030030130	9812	SPANISH ISLES	DR	BOCA RATON	33496	HOLLIS HELEN & HOLLIS BARRY	SPANISH ISLES PL 1 REPLAT LOT 23 BLK 2
00424706030030140	9819	SPANISH ISLES	DR	BOCA RATON	33496	MEGGISON CAROLYN B, MEGGISON CAROLYN B TR	SPANISH ISLES PL 1 REPLAT LOT 22 BLK 1
00424706030030150	9823	SPANISH ISLES	DR	BOCA RATON	33496	SUNSHINE HOME INVESTMENTS LLC	SPANISH ISLES PL 1 REPLAT LOT 22 BLK 2
00424706030030160	9825	SPANISH ISLES	DR	BOCA RATON	33496	ORTEGA ABEL & ACEVEDO ANIUSKA	SPANISH ISLES PL 1 REPLAT LOT 21 BLK 1
00424706030030170	9834	SPANISH ISLES	DR	BOCA RATON	33496	ERWIN MICHAEL A	SPANISH ISLES PL 1 REPLAT LOT 20 BLK 1
00424706030030180	9841	SPANISH ISLES	DR	BOCA RATON	33496	SPAGNO SANDRA L	SPANISH ISLES PL 1 REPLAT LOT 19 BLK 1
00424706030030190	9842	SPANISH ISLES	DR	BOCA RATON	33496	FREO FLORIDA LLC	SPANISH ISLES PL 1 REPLAT LOT 21 BLK 2



SPANISH ISLES TAX ROLL							
Parcel Identification	Street No	Street Name	Street Type	City Name	Zip Code	Owner Name	Lot/Description
00424706030030200	9845	SPANISH ISLES	DR	BOCA RATON	33496	SPANISH ISLES POA INC	SPANISH ISLES PL 1 REPLAT TRACT B (PARK)
00424706030030210	9849	SPANISH ISLES	DR	BOCA RATON	33496	DICARLO COLLEEN	SPANISH ISLES PL 1 REPLAT LOT 18 BLK 1
00424706030030220	9855	SPANISH ISLES	DR	BOCA RATON	33496	DEMUTH ERIC	SPANISH ISLES PL 1 REPLAT LOT 17 BLK 1
00424706030030230	9863	SPANISH ISLES	DR	BOCA RATON	33496	MCELRAVY DAVID D & MCELRAVY MARIA FERNANDA G	SPANISH ISLES PL 1 REPLAT LOT 16 BLK 1
00424706030030240	9871	SPANISH ISLES	DR	BOCA RATON	33496	TAYLOR JOHN P	SPANISH ISLES PL 1 REPLAT LOT 15 BLK 1
00424706030030250	9877	SPANISH ISLES	DR	BOCA RATON	33496	TINER LESLIE F	SPANISH ISLES PL 1 REPLAT LOT 14 BLK 1
00424706030030260	9885	SPANISH ISLES	DR	BOCA RATON	33496	MONUSKI GLADYS & OTAEGUI JORGE	SPANISH ISLES PL 1 REPLAT LOT 13 BLK 1
00424706030030270	9899	SPANISH ISLES	DR	BOCA RATON	33496	MCHARDY DANIELN & MCHARDY MARIA C	SPANISH ISLES PL 1 REPLAT LOT 11 BLK 1
00424706030030280	9907	SPANISH ISLES	DR	BOCA RATON	33496	KOPPLIN OLIVER & KOPPLIN ERIN C	SPANISH ISLES PL 1 REPLAT LOT 10 BLK 1
00424706030030290	9915	SPANISH ISLES	DR	BOCA RATON	33496	COX GARY D & DELVALLE ELENA	SPANISH ISLES PL 1 REPLAT LOT 9 BLK 1
00424706030030300	9923	SPANISH ISLES	DR	BOCA RATON	33496	BUDD JOHN M JR & BUDD KAREN S	SPANISH ISLES PL 1 REPLAT LOT 8 BLK 1
00424706030030310	9931	SPANISH ISLES	DR	BOCA RATON	33496	TORRES OMAR	SPANISH ISLES PL 1 REPLAT LOT 7 BLK 1
00424706030030320	9939	SPANISH ISLES	DR	BOCA RATON	33496	CASAGRANDE AMELIA	SPANISH ISLES PL 1 REPLAT LOT 6 BLK 1
00424706030030330	9940	SPANISH ISLES	DR	BOCA RATON	33496	SKZ PROPERTIES LLC	SPANISH ISLES PL 1 REPLAT LOT 4 BLK 2
00424706030030340	9945	SPANISH ISLES	DR	BOCA RATON	33496	CETTA CAROL & CETTA CHRISTINE A	SPANISH ISLES PL 1 REPLAT LOT 5 BLK 1
00424706030040010	9953	SPANISH ISLES	DR	BOCA RATON	33496	HINTZ MARCIA L	SPANISH ISLES PL 1 REPLAT LOT 4 BLK 1
00424706030040020	9958	SPANISH ISLES	DR	BOCA RATON	33496	ALB CRIN STEFAN	SPANISH ISLES PL 1 REPLAT LOT 3 BLK 2
00424706030040030	9961	SPANISH ISLES	DR	BOCA RATON	33496	BURGOS CESAR & DIAZ LYNCA	SPANISH ISLES PL 1 REPLAT LOT 3 BLK 1
00424706030040040	9964	SPANISH ISLES	DR	BOCA RATON	33496	MACHADO ALUIZIO R & ALMEIDA ANGELA MARIA	SPANISH ISLES PL 1 REPLAT LOT 2 BLK 2
00424706030040050	9967	SPANISH ISLES	DR	BOCA RATON	33496	HORESH ARNON & HORESH RONIT	SPANISH ISLES PL 1 REPLAT LOT 2 BLK 1
00424706030040060	9973	SPANISH ISLES	DR	BOCA RATON	33496	DON DONNA	SPANISH ISLES PL 1 REPLAT LOT 1 BLK 1

SPANISH ISLES TAX ROLL							
Parcels Identification	SI No	SI Name	SI Type	City Name	ZIP Code	Owner Name	Legal Description
00424706030040070	9976	SPANISH ISLES	DR	BOCA RATON	33496	CHAN SIU K & CHAN LAI	SPANISH ISLES PL 1 REPLAT LOT 1 BLK 2
00424706030040080	9991	SPANISH ISLES	DR	BOCA RATON	33496	TUTUJANU JEAN	SPANISH ISLES PL 1 REPLAT LOT 12 BLK 1
00424706030040090	18395	TAPADERO	TER	BOCA RATON	33496	ROBLES VERONICA	SPANISH ISLES PL II LOT 7 BLK 2
00424706030040100	18400	RUFFIAN	WAY	BOCA RATON	33496	BAUMAN EDWARD W & BAUMAN DONNA J	SPANISH ISLES PL II LOT 83 BLK 1
00424706030040110	18400	ALYDAR	WAY	BOCA RATON	33496	RILEY JAIME	SPANISH ISLES PL II LOT 6 BLK 4
00424706030040120	18401	RUFFIAN	WAY	BOCA RATON	33496	ROBERTSON BRYAN L & ROBERTSON MARIA V	SPANISH ISLES PL II LOT 15 BLK 19
00424706030040130	18405	TAPADERO	TER	BOCA RATON	33496	JULES MAGRE & JULES SARA	SPANISH ISLES PL II LOT 8 BLK 2
00424706030040140	18410	TAPADERO	TER	BOCA RATON	33496	KASLOF MICHAEL & KASLOF RITA	SPANISH ISLES PL II LOT 20 BLK 2
00424706030040150	18414	RUFFIAN	WAY	BOCA RATON	33496	KITA RICHARD W & ZANNUCCI SHARI D	SPANISH ISLES PL II LOT 84 BLK 1
00424706030040160	18414	ALYDAR	WAY	BOCA RATON	33496	GONZALEZ JOHNNY A	SPANISH ISLES PL II LOT 5 BLK 4
00424706030040170	18415	ALYDAR	WAY	BOCA RATON	33496	SPANISH ISLES HOMEOWNERS ASSN	SPANISH ISLES PL II WATER MANAGEMENT TRS A & B
00424706030040180	18415	TAPADERO	TER	BOCA RATON	33496	MCKENZIE JOAN & MCKENZIE CHARLES A	SPANISH ISLES PL II LOT 9 BLK 2
00424706030040190	18415	RUFFIAN	WAY	BOCA RATON	33496	BELLO ROBERT C. & BELLO MARY	SPANISH ISLES PL II LOT 15 BLK 20
00424706030040200	18420	SPANISH ISLES	CT	BOCA RATON	33496	BURLEIGH DAVID	SPANISH ISLES PL 1 REPLAT LOT 5 BLK 2
00424706030040210	18421	SPANISH ISLES	CT	BOCA RATON	33496	MARTINS CLAUDIA	SPANISH ISLES PL 1 REPLAT LOT 12 BLK 2
00424706030040220	18422	SPANISH ISLES	PL	UNINCORPORATED	33496	DAWSON RONALD J & FAULKNER JESSICA A	SPANISH ISLES PL 1 REPLAT LOT 13 BLK 2
00424706030040230	18425	TAPADERO	TER	BOCA RATON	33496	MACNEILL DALE D & MACNEILL JODY R	SPANISH ISLES PL II LOT 10 BLK 2
00424706030040240	18428	SPANISH ISLES	PL	BOCA RATON	33496	DUNAPHANT DAVID W & DUNAPHANT LINDA J	SPANISH ISLES PL 1 REPLAT LOT 20 BLK 2
00424706030040250	18428	RUFFIAN	WAY	BOCA RATON	33496	SCHOENKE GEORGE E & SCHOENKE SANDRA	SPANISH ISLES PL II LOT 85 BLK 1
00424706030040260	18428	ALYDAR	WAY	BOCA RATON	33496	CHASE HOME FINANCE LLC	SPANISH ISLES PL II LOT 4 BLK 4
00424706030040270	18429	RUFFIAN	WAY	BOCA RATON	33496	KRUKOWSKI ROY W	SPANISH ISLES PL II LOT 15 BLK 21

SPANISH ISLES TAX ROLL							
Parcel Identification	Street No.	Street Name	Street Type	City	Zip Code	Owner Name	Legal Description
00424706030040280	18434	SPANISH ISLES	CT	BOCA RATON	33496	PEREDES CLEMENTE L & PEREDES ANA I	SPANISH ISLES PL I REPLAT LOT 6 BLK 2
00424706030040290	18435	SPANISH ISLES	CT	BOCA RATON	33496	INVESTMENTS USA LLC	SPANISH ISLES PL I REPLAT LOT 11 BLK 2
00424706030040300	18435	TAPADERO	TER	BOCA RATON	33496	TOUT JAMES J JR & TOUT KATHY A	SPANISH ISLES PL II LOT 11 BLK 2
00424706030040310	18436	SPANISH ISLES	PL	BOCA RATON	33496	GARCIA CARLOS & GARCIA DEBRA L	SPANISH ISLES PL I REPLAT LOT 14 BLK 2
00424706030040320	18437	SPANISH ISLES	PL	BOCA RATON	33496	SOWARD ROBERT G & SOWARD RAQUEL C	SPANISH ISLES PL I REPLAT LOT 19 BLK 2
00424706030040330	18440	TAPADERO	TER	BOCA RATON	33496	PELEY CRAIG	SPANISH ISLES PL II LOT 19 BLK 2
00424706030040340	18442	RUFFIAN	WAY	BOCA RATON	33496	PIFER CHANNON C	SPANISH ISLES PL II LOT 86 BLK 1
00424706030040350	18442	ALYDAR	WAY	BOCA RATON	33496	DE LUCA KRISTI & DE LUCA KEITH	SPANISH ISLES PL II LOT 3 BLK 4
00424706030050010	18443	RUFFIAN	WAY	BOCA RATON	33496	SOBOTA ROBERT L	SPANISH ISLES PL II LOT 15 BLK 22
00424706030050020	18445	TAPADERO	TER	BOCA RATON	33496	TOUT JAMES J JR & TOUT KATHY A	SPANISH ISLES PL II LOT 12 BLK 2
00424706030050030	18448	SPANISH ISLES	CT	BOCA RATON	33496	LEWIS ANDRAE	SPANISH ISLES PL I REPLAT LOT 7 BLK 2
00424706030050040	18449	SPANISH ISLES	CT	BOCA RATON	33496	BENAVIDES JOSE R & BENAVIDES RUTH	SPANISH ISLES PL I REPLAT LOT 10 BLK 2
00424706030050050	18450	SPANISH ISLES	PL	BOCA RATON	33496	LIESKE MARIO	SPANISH ISLES PL I REPLAT LOT 15 BLK 2
00424706030050060	18451	SPANISH ISLES	PL	BOCA RATON	33496	BAUGHN BRETT J	SPANISH ISLES PL I REPLAT LOT 18 BLK 2
00424706030050070	18455	TAPADERO	TER	BOCA RATON	33496	GROSS JAMES	SPANISH ISLES PL II LOT 13 BLK 2
00424706030050080	18456	RUFFIAN	WAY	BOCA RATON	33496	JABAR AKBAR & JABAR DILLIAN	SPANISH ISLES PL II LOT 87 BLK 1
00424706030050090	18456	ALYDAR	WAY	BOCA RATON	33496	ZETO MICHELLE	SPANISH ISLES PL II LOT 2 BLK 4
00424706030050100	18457	RUFFIAN	WAY	BOCA RATON	33496	RUFFIAN WAY LLC	SPANISH ISLES PL II LOT 15 BLK 23
00424706030050110	18460	TAPADERO	TER	BOCA RATON	33496	TAPADERO TERRACE LLC	SPANISH ISLES PL II LOT 18 BLK 2
00424706030050120	18462	SPANISH ISLES	CT	BOCA RATON	33496	CIARLARIELLO RICHARD J & CIARLARIELLO ELAINE A	SPANISH ISLES PL I REPLAT LOT 8 BLK 2
00424706030050130	18463	SPANISH ISLES	CT	BOCA RATON	33496	COLLIGNON CODY L & COLLIGNON TERRY L	SPANISH ISLES PL I REPLAT LOT 9 BLK 2

SPANISH ISLES TAX ROLL							
Patch Identification	Subst No	Street Name	Street Type	City Name	Zip Code	Owner Name	Legal Description
00424706030050140	18464	SPANISH ISLES	PL	BOCA RATON	33496	DOWDS JEFFREY	SPANISH ISLES PL I REPLAT LOT 16 BLK 2
00424706030050150	18465	SPANISH ISLES	PL	BOCA RATON	33496	WILSON CHRISTOPHER & WILSON TARA	SPANISH ISLES PL I REPLAT LOT 17 BLK 2
00424706030050160	18465	TAPADERO	TER	BOCA RATON	33496	BANUCHI ROBERT J & BANUCHI KARIN T	SPANISH ISLES PL II LOT 14 BLK 2
00424706030050170	18470	RUFFIAN	WAY	BOCA RATON	33496	CABRERA GERSON	SPANISH ISLES PL II LOT 88 BLK 1
00424706030050180	18470	TAPADERO	TER	BOCA RATON	33496	SCHIEL BARRY & SCHIEL ROSEMARY	SPANISH ISLES PL II LOT 17 BLK 2
00424706030050190	18470	ALYDAR	WAY	BOCA RATON	33496	JAFFE BRUCE & JAFFE HOLLY	SPANISH ISLES PL II LOT 1 BLK 4
00424706030050200	18471	RUFFIAN	WAY	BOCA RATON	33496	HAYDEN ROBERT T & HAYDEN SUZIE C	SPANISH ISLES PL II LOT 15 BLK 24
00424706030050210	18475	TAPADERO	TER	BOCA RATON	33496	ALB CRIN STEFAN	SPANISH ISLES PL II LOT 15 BLK 2
00424706030050220	18480	TAPADERO	TER	BOCA RATON	33496	OTT JEFFREY & OTT MARY	SPANISH ISLES PL II LOT 16 BLK 2
00424706030050230				PALM BEACH	CNTY	SPANISH ISLES HMOWNRS ASSN INC	SPANISH ISLES PL II FT BUFFER ZONE TRACT
00424706030050240						ADRIAN WILLIAM & ADRIAN RITA	**CONFIDENTIAL RECORD**
00424706030050250						NEARY JONATHAN M	**CONFIDENTIAL RECORD**

This instrument was prepared by:  
KAYE & BENDER, P.L.  
Andrew B. Black, Esq.  
1200 Park Central Boulevard South  
Pompano Beach, Florida 33064

CFN 20100319024  
OR BK 24036 PG 0955  
RECORDED 08/26/2010 15:05:01  
Palm Beach County, Florida  
Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 0955 - 1004; (50pgs)

**CERTIFICATE OF RECORDING THE  
RESTATED DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS OF SPANISH ISLES PROPERTY OWNERS' ASSOCIATION  
AND THE ARTICLES OF INCORPORATION AND THE BYLAWS OF SPANISH ISLES  
PROPERTY OWNERS' ASSOCIATION, INC.**

WHEREAS, Spanish Isles Property Owners' Association, Inc. (hereinafter "Association") is the Florida not for profit corporation required to operate and maintain Spanish Isles Property Owners' Association, according to Chapter 720 of the Florida Statutes and the Declaration of Covenants, Conditions and Restrictions thereof, as originally recorded in Official Records Book 3068 at Page 0727 of the Public Records of Palm Beach County, Florida; and

WHEREAS, the Association is required by Florida Statutes, Section 720.303(1) and (3), to maintain copies of the Declaration of Covenants, Conditions and Restrictions ("Declaration") and the Articles of Incorporation and the By-Laws of the Association, and amendments to these documents, and to record these documents (hereinafter collectively "Governing Documents") in the Palm Beach County Public Records, as part of the Association's Official Records pursuant to said statute; and

WHEREAS, it does not appear that the original Articles of Incorporation or the By-Laws of the Association have been previously recorded in the Public Records of Palm-Beach County, Florida; and

WHEREAS, the Board of Directors also desires to record this Certificate to correct a scrivener's error found on the original Certificate of Amendment to the By-Laws recorded in the Official Records Book 21240, at Page 1395, of the Public Records of Palm Beach County, which recorded an amendment to the By-Laws of the Spanish Isles Property Owners' Association, Inc., which was duly adopted in accordance with the governing documents by reference to an incorrect Official Record Book and Page of the Declaration and the By-Laws.

WHEREAS, the Association has created and attached hereto a set of integrated and Restated Documents (hereinafter "Restated Documents"), which contains all original and amended provisions of the Governing Documents, which were duly and properly adopted in accordance with the applicable provisions of the Governing Documents; and

WHEREAS, the Restated Documents do not contain any new amendment and do not contain any change to language which is currently of record in the Palm Beach County Public Records; and

WHEREAS, the Association is desirous of recording the Restated Documents in order to have the most up to date, accurate, and consolidated version of the Governing Documents available in an easy to read

format for prospective and current owners, and in order to be able to utilize the Restated Documents as part of its Official Records, as required by Florida Statutes, Section 720.303(1) and (3);

NOW, THEREFORE, the Association files the attached Restated Documents as its Official Governing Documents and reference to previously recorded Governing Documents and amendments thereto is not required to obtain the accurate text.

IN WITNESS WHEREOF, we have set our hands and seals this 11 day of August, 2010.

WITNESSES:

SPANISH ISLES PROPERTY OWNERS ASSOCIATION, INC.,  
a Florida not-for-profit Corporation

Sign: Carol Cetta

Print: CAROL CETTA

Sign: Alina Viera

Print: Alina Viera

By: Donna Don  
Name: DONNA DON, for the Board of Directors

STATE OF FLORIDA )

) SS:

COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 11 day of August, 2010, by DONNA DON, as President of Spanish Isles Property Owners' Association, Inc., a Florida not-for-profit corporation.

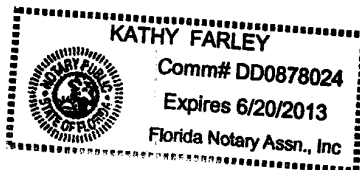
NOTARY PUBLIC - STATE OF FLORIDA

Personally Known ☒ OR  
Produced Identification ☐

Type of Identification

Sign: Kathy Farley  
Print: Kathy FARLEY

My Commission Expires: 06/20/2013



**DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS DECLARATION is made on the date hereinafter set forth by CENTEX HOMES OF FLORIDA, INC., hereinafter referred to as "Declarant".

**WITNESSETH:**

WHEREAS, Declarant is the owner of certain property in the County of Palm Beach, State of Florida, which is more particularly described as:

Lots 1 to 24 inclusive, Block 1 and Lots 1 to 24 inclusive, Block 2, of REPLAT OF PLAT I, SPANISH ISLES, according to the plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 33, Pages 58 and 59; and Tracts 52 through 64, inclusive, Block 73, together with the East 15.00 feet of Tract 51, Block 73, together with all that portion of that 30 foot road right-of-way vacated in Official Record Book 2826, Page 680, as Corrected in Official Record Book 2909, Page 1305, of the Public Records of Palm Beach, Florida, lying between Tracts 56 and 57, and South of the Easterly projection of the North line of said Tract 56, and North of the Easterly projection of the South line of said Tract 56, all in Block 73, PALM BEACH FARMS COMPANY PLAT NO. 3, according to the plat thereof on file in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 2, Pages 45 to 54 inclusive also known as that 65.63 acres more or less platted in SPANISH ISLES PLAT II recorded in Plat Book 37 on Pages 20 through 23 in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, on the 22<sup>nd</sup> day of March, 1979.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right,

title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

## ARTICLE I

### DEFINITIONS

Section 1. "Association" shall mean and refer to SPANISH ISLES PROPERTY OWNERS' ASSOCIATION, INC., its successors and assigns.

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

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association. Additional land within the area described in Plat Book 2 at Pages 45 and 54 inclusive, of the public records of Palm Beach County, Florida, may be annexed by the Declarant without the consent of members within ten years of the date of this instrument provided that the FHA and the VA determine that the annexation is in accord with the general plan heretofore approved by them.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The



Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

The Park (Tract "B") as shown on Replat, Plat 1, Spanish Isles, according to the Plat thereof on file in the Office of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 33, Pages 58 and 59; and Water Management Tract "A" and Water Management Tract "B" as shown in the Plat of SPANISH ISLES PLAT II, according to the Plat thereof recorded in Plat Book 37 on Pages 20 through 23 inclusive in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida.

Additional common areas may include, but will not be limited to, the two lakes described on Spanish Isles Plat 2. Additional land within the area described in Plat Book 2 at Pages 45 to 54 inclusive, of the public records of Palm Beach County, Florida, may be annexed by the Declarant without the consent of members within ten years of the date of this instrument provided that the FHA and the VA determine that the annexation is in accord with the general plan heretofore approved by them.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area and any canal reservation, canal or temporary canal, or former canal which has been deeded to the Association.

Section 6. "Declarant" shall mean and refer to CENTEX HOMES OF FLORIDA, INC., its successors and assigns if such successors and assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

## ARTICLE II

### PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds of each class member has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

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

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

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot and 13.5 votes per acre for each acre of undeveloped tract owned. At such times as said Tracts are subdivided into Lots, the vote shall be converted to three (3) votes per actual Lot. The Class B member shall be entitled to elect a majority of the Board of Directors. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) on September 1, 1980.

#### ARTICLE IV

##### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, to pay all utility, maintenance and other fees and costs related to the street lights on property within the jurisdiction of the Association, and to maintain any part of the Lake Worth

Drainage District Canal, currently known as E-1 and shown as canals and canal reservations appurtenant to Blocks 1 and 2 of Replat of Plat I, Spanish Isles (as such Plat is above described), which may become the responsibility of the Association.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be FIFTY-FOUR DOLLARS (\$54.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only 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 Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and

4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Association shall fix the amount of the annual assessment against each Lot

at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors of the Association. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of nine percent (9%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

## ARTICLE V

### ARCHITECTURAL AND USE CONTROL

Section 1.    Architecture. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. The Declarant shall be exempt from the requirements of this Section.

Section 2.    Buildings. Declarant may use any of the Properties as a sales office and/or for the promotion of sales, building or maintenance. No lot other than the Park and canals, temporary canals, canal reservations or former canals which have been deeded to the Association shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stores in height and an attached garage for not more than two automobiles. The maximum height of any dwelling shall not exceed 35 feet.



Section 3.     Area. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 825 square feet, it being the intention and purpose of the covenants to assure that all dwelling shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost for minimum permitted dwelling size.

Section 4.     Placement. No dwelling shall be constructed on a plot having an area less than 6,500 square feet. No building shall be erected nearer than 25 feet to the front lot line, nor nearer than 15 feet measured to the rear lot line, nor nearer than 7.5 feet to either side lot line. Notwithstanding requirements of this paragraph, said minimum lot areas and setbacks shall comply with the Palm Beach County zoning code in effect at time of original filing of plat which includes lot on which building is to be constructed.

Section 5.     Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

Section 6.     Activities. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 7.     Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

Section 8. Signs. No sign of any kind shall be displayed to the public view of any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

Section 9. Storage and Disposal. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste which shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 10. Fences and Clotheslines. No chain link fence may be erected or maintained forward of the front plain of the dwelling located upon the lot. No clothesline shall be maintained in the front or side of the dwelling.

Section 11. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved or shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow or drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

Section 12. Vehicles. There shall not be parked upon any of the parking spaces set aside for such, whether on a lot or upon the common areas, any trailer, commercial-type van, commercial vehicle, boat, boat trailer, truck or other non-passenger private automobiles.

## ARTICLE VI

### GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In the event legal action is required for the enforcement of any of these restrictions, court costs and attorney's fees shall be assessed against the defaulting lot and shall constitute a lien against the lot.

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners.

Any amendment must be recorded.

Section 4.     Annexation. Additional residential property and Common Area may be annexed to the Properties by Declarant, without the consent of the members within five (5) years from the date of this instrument provided that the Federal Housing Administration and the Veterans Administration determine that the annexation is in accord with the general plan heretofore approved by them, or with the consent of two-thirds (2/3) of each class of Members. Such annexations shall be effected by the recordation of Supplemental Declaration in the Public Records of Palm Beach County, Florida.

Section 5.     FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this \_\_\_\_ day of May, 1979.

\_\_\_\_\_  
Declarant, CENTEX HOMES OF FLORIDA, INC.

By: \_\_\_\_\_

Signed, Sealed and Delivered  
in the presence of:

\_\_\_\_\_  
\_\_\_\_\_

STATE OF FLORIDA                    )  
  ) ss.  
COUNTY OF DADE                    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of May, 1979,  
by Henry B. Marks and Ben Taylor, respectively, of CENTEX HOMES OF FLORIDA, INC.

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Notary Public, State of Florida  
At Large

My Commission Expires:

# State of Florida



## Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of SPANISH ISLES PROPERTY OWNERS' ASSOCIATION, INC., a corporation organized under the laws of the State of Florida, filed on May 11, 1979, as shown by the records of this office.

The document number of this corporation is 747150.

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this the  
Twelfth day of May, 2010



CR2E022 (01-07)

*Dawn K. Roberts*  
Dawn K. Roberts  
Secretary of State

FILED

ARTICLES OF INCORPORATION

747150

MAY 11 10 32 AM '79

OF

SECRETARY SPANISH ISLES PROPERTY OWNERS' ASSOCIATION, INC.  
ALLAHACSEE, FLORIDA

In compliance with the requirements of Chapter 617, Florida Statutes, the undersigned, all of whom are residents of the State of Florida and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

## ARTICLE I

The name of the corporation is SPANISH ISLES PROPERTY OWNERS' ASSOCIATION, INC., hereafter called the "Association".

## ARTICLE II

The principal office of the Association is located at 444 Brickell Avenue, Suite 850, Miami, Florida.

## ARTICLE III

The Resident Agent's Corporation of Florida, whose address is 9th Floor, Dade Federal Building, 101 East Flagler Street, Miami, Florida, is hereby appointed the initial registered agent of this Association.

## ARTICLE IV

## PURPOSE AND POWER OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are:

1. to provide for, maintenance, preservation and architectural control of the residence Lots and Common Area within that certain tract of property described as:

Lots 1 to 24 inclusive, Block 1 and Lots 1 to 24 inclusive, Block 2, of REPLAT OF PLAT I, SPANISH ISLES, according to the plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 33, Pages 58 and 59; together with Tracts 52 through 64 inclusive, Block 73, together with the East 15' of Tract 51, Block 73, together with all that portion of that 30' road right-of-way vacated in Official Record Book 2826, Page 680, as corrected in Official Record Book 2909, Page 1305, of the Public Records of Palm Beach County,

Florida, lying between Tracts 56 and 57 and South of the Easterly projection of the North line of said Tract 56 and North of the Easterly projection of the South line of said Tract 56, all in Block 73, PALM BEACH FARMS PLAT NO. 3, according to the Plat thereof, as recorded in the Office of the Clerk of the Circuit Court in Plat Book 2 at Pages 45 to 54 inclusive, of the Public Records of Palm Beach County, Florida, together with all and singular the rights and appurtenances pertaining thereto;

2. to pay all utility, maintenance and other fees and costs related to the street lights on the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose;

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

4. to maintain any part of the Lake Worth Drainage District Canal, currently known as E-1 and shown as canals and canal reservations appurtenant to Blocks 1 and 2 of Replat of Plat 1, Spanish Isles (as such plat is above described), which may become the responsibility of the Association;

5. and to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Public Records of Palm Beach County, Florida, and as the same may be amended from time to time as therein provided, said Declaration, and all defined terms therein, being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in



connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

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

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

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members;

(g) contract from time to time as to one or more persons, firms or corporations for the purpose of providing professional management of the Association and delegate to the party with whom such contract has been entered the powers and duties of the Association except those that require specific approval of the Board of Directors or Members;

(h) have and to exercise any and all powers, rights and privileges which a corporation organized under the Corporations Not For Profit Laws of the State of Florida by law may now or hereafter have or exercise.

#### ARTICLE V

##### 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, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

#### ARTICLE VI

##### VOTING RIGHTS

Section 1. Classes of Membership. The Association shall have two (2) classes of voting membership:

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

Class B. The Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each Lot and 13.5 votes per acre for each acre of undeveloped Tract owned. At such time as said Tracts are subdivided into Lots, the vote shall be converted to three (3) votes per actual Lot. The Class B member shall be entitled to elect a

majority of the Board of Directors. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) September 1, 1980.

Section 2. Meetings of Members. The By-Laws of the Association shall provide for an annual meeting of members and may make provisions for regular and special meetings of members other than the annual meeting.

#### ARTICLE VII

##### CORPORATE EXISTENCE

The Association shall have perpetual existence.

#### ARTICLE VIII

##### SUBSCRIBERS

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

<u>Name</u>	<u>Address</u>
Henry Marks	444 Brickell Avenue, Suite 850 Miami, Florida 33131
Karl Reid Hotaling	444 Brickell Avenue, Suite 850 Miami, Florida 33131
Ben Taylor	444 Brickell Avenue, Suite 850 Miami, Florida 33131

#### ARTICLE IX

##### OFFICERS

Section 1. Officers Provided For. The Association shall have a President, a Vice President, a Secretary, and a Treasurer, and such other officers as the Board of Directors may from time to time elect. All officers shall serve without remuneration for such service.

Section 2. Election and Appointment of Officers. The officers of the Association, in accordance with any applicable provision of the By-Laws, shall be elected by the Board

of Directors for terms of one (1) 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 Vice President shall be directors of the Association; 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, any 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.

Section 3. First Officers. The names and addresses of the first officers of the Association, who shall hold office until the first annual meeting of directors and thereafter until successors are duly elected and have taken office, shall be as follows:

<u>Office</u>	<u>Name</u>	<u>Address</u>
President	Karl Reid Hotaling	444 Brickell Avenue, Suite 850 Miami, Florida 33131
Vice President	Ben Taylor	444 Brickell Avenue, Suite 850 Miami, Florida 33131
Secretary and Treasurer	Henry Marks	444 Brickell Avenue, Suite 850 Miami, Florida 33131

#### ARTICLE X

##### BOARD OF DIRECTORS

Section 1. Management by Directors. The property, business and affairs of the Association shall be managed by a Board of Directors, who shall serve without remuneration for such service. The Original Board of Directors shall have three (3) members. As of the first Annual Meeting the Board of Directors shall have nine (9) members. The number of directors may be changed by Amendment of the By-Laws of the Association. The Directors need not be members of the

Association. A majority of the directors office shall constitute a quorum for the transaction of business. The By-Laws shall provide for meetings of Directors, including an annual meeting.

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:

<u>Name</u>	<u>Address</u>
Karl Reid Hotaling	444 Brickell Ave., Suite 850, Miami, Fla.
Ben Taylor	444 Brickell Ave., Suite 850, Miami, Fla.
Henry Marks	444 Brickell Ave., Suite 850, Miami Fla.

If any of these original Directors shall resign before the first annual meeting, the remaining Directors shall elect a successor to fill the vacancy.

Section 3. Election of Members of Board of Directors.  
At the First Annual Meeting the members shall elect three (3) directors for a term of one (1) year, three (3) directors for a term of two (2) years and three (3) directors for a term of three (3) years; and at each annual meeting thereafter the members shall elect three (3) directors for a term of three (3) years. The By-Laws may provide for the method of voting in the election and for removal from office of directors.

Section 4. Duration of Office. Members elected to the Board of Directors shall hold office 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.

#### ARTICLE XI

##### 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 Board of Directors in the manner set forth in the By-Laws.

#### ARTICLE XII

##### AMENDMENTS

Section 1. Amendments to these Articles of Incorporation shall be proposed and approved by the Board of Directors and thereafter submitted to a meeting of the membership of the Association for adoption or rejection. Amendment of these Articles shall require the assent of 75% of the entire membership.

Section 2. In case of any conflict between these Articles of Incorporation and the By-Laws, these Articles shall control; and in case of any conflict between these Articles of Incorporation and the said Declaration, the said declaration shall control.

#### ARTICLE XIII

##### DISSOLUTION

The Association may be dissolved consistent with the applicable provisions of Florida statutes, with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to such similar purposes.

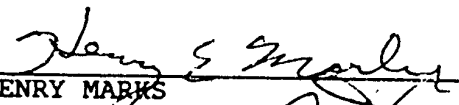
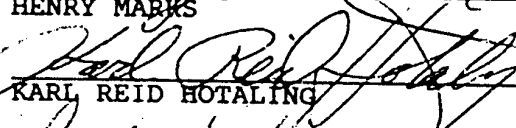
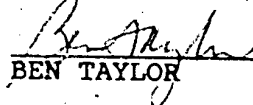
ARTICLE XIV  
INDEMNIFICATION

The Association shall indemnify any person who is made a party to any claim, suit, proceeding or liability by reason of the fact that he is or was a director, officer, employee, agent or representative of the Association to the fullest extent permitted by law, and the Association may advance expenses to any such person to the fullest extent permitted by law. The Association shall also have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, agent or representative of the Association against any liability asserted against him in any such capacity.

ARTICLE XV  
FHA/VA APPROVAL

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution, and amendment of these Articles.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, we, the undersigned, constituting the subscribers of this Association, have executed these Articles of Incorporation this 2 day of May, 1979.

  
HENRY MARKS  
  
KARL REID HOTALING  
  
BEN TAYLOR

STATE OF FLORIDA )  
COUNTY OF D ) ss.

The foregoing instrument was acknowledged before me  
this 2 day of May, 1979, by HENRY MARKS, KARL REID  
HOTALING and BEN TAYLOR.

Mama V. V. V.  
NOTARY PUBLIC, State of Florida  
at Large

My Commission expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES MAR 31 1981  
BONDED THRU GENERAL INS. UNDER



**BY-LAWS  
OF  
SPANISH ISLES PROPERTY OWNERS' ASSOCIATION, INC.**

**ARTICLE I**

**NAME AND LOCATION.** The name of the corporation is SPANISH ISLES PROPERTY OWNERS' ASSOCIATION, INC., hereinafter referred to as the "Association". The mailing address of the corporation shall be P.O. Box 970532, Boca Raton, Florida 33497. Meetings of members and directors may be held at such places within the State of Florida, County of Palm Beach, as may be designated by the Board of Directors.

**ARTICLE II**

**DEFINITIONS**

Section 1. "Association" shall mean and refer to SPANISH ISLES PROPERTY OWNERS' ASSOCIATION, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

The Park (Tract "B") as shown on Replat, Plat 1, Spanish Isles, according to the Plat thereof on file in the Office of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 33, pages 58 and 59.

Additional Common Areas may include, but will not be limited to the two lakes described on Spanish Isles Plat 2. Additional land within the area described in Plat Book 2 at Pages 45 to 54 inclusive, of the public records of Palm Beach County, Florida, may be annexed by the Declarant without the consent of members within ten years of the date of this instrument provided that the FHA and the VA determine that the annexation is in accord with the general plan heretofore approved by them.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interests merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to CENTEX HOMES OF FLORIDA, INC., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Public Records of Palm Beach County, Florida.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

### ARTICLE III

#### MEMBERSHIP

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

Section 2. The rights of membership are subject to the payment of annual and special assessment levied by the Association, the obligation of which assessment is imposed against each Owner of, and becomes a lien upon, the Properties against which such assessments are made as provided in Article IV of the Declaration.

### ARTICE IV

#### MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of Eight O'CLOCK (8:00) P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members

who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing, hand delivering or electronically transmitting (facsimile or e-mail) a copy of such notice, not less than fourteen (14) nor more than sixty (60) days before such meeting to each member entitled to vote thereat, to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary prior to the meeting for which the proxy is given. No proxy shall be effective unless the member attaches a copy of a valid form of photo identification (driver's license, passport, etc.). Every proxy shall be

revocable and shall automatically cease upon conveyance by the member of his/her Lot.

## ARTICLE V

### BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of Directors, who must be members of the Association. The Board of Directors shall have nine (9) members, none of whom shall have been convicted of a felony within the previous ten (10) years. Members who are delinquent, in excess of ninety (90) days, in the payment of assessments or fines levied by the Association are ineligible to be a candidate for or serve on the Board of Directors. In the event a member currently serving on the Board of Directors becomes delinquent, in excess of ninety (90) days, in the payment of assessments or fines levied by the Association, such member shall be automatically removed from the Board of Directors and his/her seat shall be filled by the remaining members of the Board of Directors, in accordance with this Article.

Section 2. Term of Office. At the first annual meeting, the members shall elect three directors for a term of one year, three directors for a term of two years and three directors for a term of three years; and at each annual meeting thereafter the members shall elect three directors for a term of three years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No directors shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

Section 6. Board of Directors Code of Conduct.

(a) General. Every member of the Board of Directors is required to exercise his or her duties in good faith and in the best interest of the Association. Each member of the Board of Directors shall exercise such duties in accordance with the Declaration, the Articles of Incorporation of the Association, these B-Laws, and such statutes and ordinances as are from time to time in effect.

(b) Intoxication and use of alcohol or non-prescription drugs or medication. If a member of the Board of Directors is observed consuming alcoholic beverages or non-prescription drugs or medications before or during a meeting, or is intoxicated or under the influence of a non-prescription drug or medication while participating in a meeting, the Board of Directors shall have the right, by majority vote of the Board of Directors at which a quorum is present, to remove such member of the Board of Directors from the Board of Directors. Any such removal shall disqualify such person from becoming a member of the Board of Directors for a period of twelve (12) months from the date of such removal.

## ARTICLE VI

### NOMINATION AND ELECTION OF DIRECTORS

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

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted. Election shall be by a majority of votes, provided that prior to the termination of Class B membership as provided in the Articles of Incorporation, the Class B member shall be entitled to elect a majority of the Directors.

## ARTICLE VII

### MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two (2) directors, after not less than three (3) days written notice to each director, which notice may be sent by mail, hand delivery or electronically transmission (facsimile or e-mail).

Section 3. First Meeting. The first meeting of the Board of Directors elected under Section 2, Article V of these By-Laws shall be held immediately after the annual meeting at which the number of members of the Board provided for in Section 2, Article IV were elected. Any action taken at that meeting shall be by a majority of the whole Board. If the majority of members of the Board elected is not present, or if the Board fails to elect officers within thirty (30) days after the annual meeting of members, such meeting to be held in accordance with Article VII, Section 2 (special Meetings) of these By-Laws.

Section 4. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

## ARTICLE VIII

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS



Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days, for infraction of published rules and regulations;

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

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

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties, It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof, which shall include, but not be limited to, in the case of its financial affairs, a statement of cash flows listing all items of receipt and expenditure of

Association funds for the preceding fiscal year, to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

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

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) enforce the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or cause an appropriate officer or employee to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. An Owner desiring to transfer all or any part of any interest in the Lot owned by such Owner, or a proposed transferee from such Owner, or a representative of such Owner or proposed transferee (including, but not limited to, a title insurance agency or title insurance company or attorney), as a prerequisite to the receipt of such certificate, shall (1) submit a reasonable fee payable to the Association in such sum as may be set and determined by the Board of Directors from time to time, which shall not exceed the sum of One Hundred Fifty Dollars

(\$150.00), and (2) submit an information form in such format and containing (I) such information about such proposed transferee as the Board may from time to time reasonably require; (ii) a statement in which such proposed transferee acknowledges receipt of a copy of the Declaration and all amendments thereto, the Articles of Incorporation of the Association, and all amendments thereto and these Bylaws, and all amendments thereto; (iii) a certification that the information submitted is true and correct; and (iv) the signature of such proposed transferee. If requested in writing, accompanied by payment of such reasonable fee and the submission fo such information form, the Board of Directors shall cause to be provided by mail to the person making the request, a copy of the Declaration and all amendments thereto, the Articles of Incorporation of the Association, and all amendments thereto and these By-laws, and all amendments thereto. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Areas to be maintained.

## ARTICLE IX

### OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a

secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

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

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

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

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

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

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

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

President

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

Vice-President

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

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of

income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

## ARTICLE X

### COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

(a) The Architectural Control Committee, in addition to the duties and responsibilities described in the Declaration, shall be charged with the duty and responsibility to consider and approve or disapprove materials, including, but not limited to, siding materials and paint colors, proposed to be applied to the exterior walls of a structure located upon a Lot, in accordance with standards for such materials established by the Board of Directors from time to time. The standards so established by the Board of Directors shall be reasonable and in keeping with the promotion of the health, safety and welfare of the residents of the Properties, and the preservation of property values within the Properties.

(b) Any member of any committee must be an Owner.

(c) Code of Conduct for committee members.

(1) General. Every member of a committee is required to exercise his or her duties in good faith and in the best interest of the Association. Each member of a

committee shall exercise such duties in accordance with the Declaration, the Articles of Incorporation of the Association, these By-Laws, and such statutes and ordinances as are from time to time in effect.

(2) Intoxication and use of alcohol or non-prescription drugs or medication.

If a member of a committee is observed consuming alcoholic beverages or non-prescription drugs or medications before or during a meeting, or is intoxicated or under the influence of a non-prescription drug or medication while participating in a meeting, the Board of Directors shall have the right, by majority vote of the Board of Directors at which a quorum is present, to remove such committee member from the committee. Any such removal shall disqualify such person from becoming a member of a committee for a period of twelve (12) months from the date of such removal.

## ARTICLE XI

### BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

## ARTICLE XII

### ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of nine percent (9%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waiver or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

#### ARTICLE XIII

##### CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: SPANISH ISLES PROPERTY OWNERS' ASSOCIATION, INC.

#### ARTICLE XIV

##### AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.



Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

#### ARTICLE XV

#### MISCELLANEOUS

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

#### ARTICLE XVI

#### ENFORCEMENT

Failure of an Owner, or a person present upon a Lot with the consent of the Owner of the Lot, to comply with any limitations or restrictions contained within the Declaration and all amendments thereto, the Articles of Incorporation of the Association, and all amendments thereto, or these By-laws; and all amendments thereto, shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof.

In addition to all other remedies, the Association may levy reasonable fines not to exceed One Hundred Dollars (\$100.00) per violation or One Hundred Dollars (\$100.00) per day in the event of a continuing violation (provided, however, that the aggregate fine for each continuing violation shall not exceed One Thousand Dollars (\$1,000.00)), against the Owner

of a Lot, for failure of the Owner and/or a person present upon a Lot with the consent of the Owner of the Lot, to comply with any limitations or restrictions contained within the Declaration and all amendments thereto, the Articles of Incorporation of the Association, and all amendments thereto, or these By-laws; and all amendments thereto, provided the following procedures are utilized.

**A. Notice and hearing.** The Association, through the Board of Directors, shall notify the Owner in writing of the alleged noncompliance and set forth the corrective action to be taken. A fine may not be imposed without notice of at least fourteen (14) days to the Owner sought to be fined and an opportunity for a hearing before a committee of at least three (3) members appointed by the Board of Directors who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee of the Association. If the committee, by majority vote, does not approve a proposed fine, it may not be imposed. At the Association's option, any fine may be levied on a daily basis in the event of a continuing violation without the necessity of a new hearing.

**B. Notice of Decision.** After the hearing, the decision of the committee shall be presented to the Board of Directors. A written decision of the Board of Directors, based upon the committee's decision, shall be mailed to the Owner not later than forty-five (45) days following the hearing.

**C. Payment.** A fine shall be paid not later than thirty (30) days following mailing of notice of imposition of the fine as may be set forth in the written decision of the Board of Directors.

**Lien of Fines.** A fine shall be treated as an assessment subject to the provisions for the collection of assessments as provided in Article XII of these By-Laws and ARTICLE IV, Section 1, Section 8, and Section 9 (as amended) of the Declaration, and shall constitute a lien upon the Lot of the Owner, with the same force and effect as a lien for annual assessment or charges and special assessments for capital improvements.

## ARTICLE XVII

### STANDARDS FOR VENDORS TO ASSOCIATION

Section 1. Conflicts of Interest. No member of the Association, nor his/her family members, or members of his/her household shall be permitted to engage in commercial activities and/or contracts with, or become a vendor to, this Association, except on a strictly volunteer basis for which absolutely no compensation or kick-backs shall be received.

#### Section 2. Minimum Vendor Requirements.

(a) Any vendor submitting bids for any work involving Common Area or Association owned or maintained real or tangible personal property proposed for this Association shall submit all required documents at the time of the submission of the proposal. These documents shall include but are not limited to, a then currently issued occupational license or licenses in Palm Beach County for the type of work proposed, proof of liability insurance then currently in force for damage to property and personal injury or death having at a minimum a combined single limit coverage of \$1,000,000.00 and, at least 2 references for work comparable to that requested by this Association previously performed by the prospective vendor. The Board of Directors shall have the discretion to impose additional

requirements from time to time, based on the type of work to be performed. If the vendor's primary place of business is not located in Palm Beach County, a then currently issued occupational license from the county of the primary place of business shall be accompanied by a then currently issued license showing that the vendor is permitted to offer the requested services in Palm Beach County.

(b) In the event that such licenses and/or insurance coverage will expire, or any such license or insurance coverage is revoked or terminated, as the case may be, during the term of the contract, the vendor will be responsible for submitting proof of reinstatement or new licenses and/or insurance coverage complying with the requirements specified as provided in Subdivision (a) above, of this Section 2, within three (3) business days after such expiration or revocation or termination; otherwise, the contract will be terminated.

(c) A copy of the provisions of this Section 2. shall be included as and made a part of every contract made by the Association for work proposed by this Association.

IN WITNESS WHEREOF, we, being all of the directors of the SPANISH ISLES PROPERTY OWNERS' ASSOCIATION, INC., have hereunto set our hands this \_\_\_\_ day of \_\_\_\_\_, 1979.

\_\_\_\_\_  
KARL REID HOTALLING

\_\_\_\_\_  
BEN TAYLOR

\_\_\_\_\_  
HENRY MARKS

COUNTY OF MIAMI-DADE                 )  
  ) SS.  
STATE OF FLORIDA                         )

Before me, personally appeared KARL REID HOTALLING, BEN TAYLOR and HENRY MARKS, who being first duly sworn, deposed and said that they are the directors of SPANISH ISLES PROPERTY OWNERS' ASSOCIATION, INC., and severally acknowledged before me that they executed the same as such directors in the name of and for and on behalf of the said corporation.

NOTARY PUBLIC, State of Florida  
At Large

My Commission expires:

## CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the SPANISH ISLES PROPERTY OWNERS' ASSOCIATION, INC., a Florida corporation, and,

THAT the foregoing By-Laws constituted the original By-Laws of said Association,  
as duly adopted at a meeting of the Board of Directors thereof, held on the \_\_\_\_ day of  
\_\_\_\_\_, 1979.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal  
of said Association this \_\_\_\_\_ day of \_\_\_\_\_, 1979.

\_\_\_\_\_  
HENRY MARKS, Secretary

RESOLUTION OF BOARD of DIRECTORS  
For SPANISH ISLES PROPERTY OWNERS' ASSOCIATION, INC.

The Board of Directors of the SPANISH ISLES PROPERTY OWNERS' ASSOCIATION, INC. (hereinafter referred to as "ASSOCIATION"), held a meeting on March 5, 2020, at 6 p.m. wherein the following was ratified:

WHEREAS, the By-Laws of the Association grants to the Board of Directors the power to make and amend Regulations concerning the operation of the Association; and

WHEREAS, Florida Statutes 720.303(4) specifically authorizes the Association to adopt reasonable Rules and Regulations regarding the frequency, time, location, notice and manner of inspection and copying of the Association records; and

NOW, THEREFORE, be it resolved, that the Board of Directors of SPANISH ISLES PROPERTY OWNERS' ASSOCIATION, INC., hereby establishes the following regulations with respect to records requests:

1. All requests for an inspection of documents must be in writing and either mailed or hand delivered to the Association unless otherwise specifically provided for by the Association. E-mails and faxes requesting documents **will not be** accepted and will be ignored.

2. The requests for an inspection shall be limited to those official records as set forth in F.S. 720.303(5) which consists of, to the extent such documents may exist:

A. Copies of any plans, specifications, permits, and warranties related to improvements constructed on the common areas or other property that the Association is obligated to maintain, repair, or replace.

B. A copy of the bylaws of the Association and of each amendment to the bylaws.

C. A copy of the articles of incorporation of the Association and of each amendment thereto.

D. A copy of the declaration of covenants and a copy of each amendment thereto.

E. A copy of the current rules of the Association.

F. The minutes of all meetings of the board of directors and of the members, which minutes must be retained for at least 7 years.

G. A current roster of all members and their mailing addresses and parcel identifications. The Association shall also maintain the electronic mailing addresses and the numbers designated by members for receiving notice sent by electronic transmission of those members consenting to receive notice by electronic transmission. The electronic mailing addresses and numbers provided by members to receive notice by electronic transmission shall be removed from Association records when consent to receive notice by electronic transmission is revoked.

H. All of the Association's insurance policies or a copy thereof, which policies must be retained for at least 7 years.

I. A current copy of all contracts to which the Association is a party, including, without limitation, any management agreement, lease, or other contract under which the Association has any obligation or responsibility. Bids received by the association for work to be performed must also be considered official records and must be kept for a period of 1 year.

J. The financial and accounting records of the association, kept according to good accounting practices. All financial and accounting records must be maintained for a period of at least 7 years. The financial and accounting records must include:

1. Accurate, itemized, and detailed records of all receipts and expenditures.

2. A current account and a periodic statement of the account for each member, designating the name and current address of each member who is obligated to pay assessments, the due date and amount of each assessment or other charge against the member, the date and amount of each payment on the account, and the balance due.

3. All tax returns, financial statements, and financial reports of the association.

4. Any other records that identify, measure, record, or communicate financial information.

K. A copy of the disclosure summary described in F.S. 720.401(1).

L. All other written records of the Association not specifically included in the foregoing which are related to the operation of the Association.

4. Notwithstanding the foregoing, the following records may not be requested:

A. Any record protected by the lawyer-client privilege as described in F.S. 90.502 and any record protected by the work-product privilege, including, but not limited to, a record prepared by an association attorney or prepared at the attorney's express direction that reflects a mental impression, conclusion, litigation strategy, or legal theory of the attorney or the association and which was prepared exclusively for civil or criminal litigation or for adversarial administrative proceedings or which was prepared in anticipation of such litigation or proceedings until the conclusion of the litigation or proceedings.

B. Information obtained by an Association in connection with the approval of the lease, sale, or other transfer of a parcel.

C. Personnel records of Association or management company employees, including, but not limited to, disciplinary, payroll, health, and insurance records. For purposes of this subparagraph, the term "personnel records" does not include written employment agreements with an Association or management company employee or budgetary or financial records that indicate the compensation paid to an Association or management company employee.



D. Medical records of members or community residents.

E. Social security numbers, driver license numbers, credit card numbers, electronic mailing addresses, telephone numbers, facsimile numbers, emergency contact information, any addresses for a member other than as provided for association notice requirements, and other personal identifying information of any person, excluding the person's name, parcel designation, mailing address, and property address.

F. Any electronic security measure that is used by the Association to safeguard data, including passwords.

G. The software and operating system used by the Association that allows the manipulation of data, even if the member owns a copy of the same software used by the Association.

4. Requests must identify precisely what documents are being requested. Any ambiguity that the Association cannot readily resolve will result in that particular item being rejected. Furthermore, requests for documents of another Association or other entity will be rejected.

5. Each member (for purposes of this regulation joint owners shall be treated as a single member) shall be entitled to one written request every month.

6. There shall be no limits on the number of documents requested in a single document request.

7. The member may inspect copies of records up to 8 hours in a given calendar month (although the member must schedule such time within the working hours of the Association's management office or other such location designated for the inspection).

8. Unless the request is accompanied by a good faith estimate of copy and mailing charges, requests for the Association to give the unit owner copies shall be rejected. Notwithstanding the foregoing, a member or his or her authorized representative may use a portable device, including a smartphone, tablet, portable scanner, or any other technology capable of scanning or taking photographs, to make an electronic copy of the official records.

9. The Association shall charge \$20 per hour after the first half hour (the first half hour shall be free for the member) for the cost of any personnel to retrieve and/or copy the records requested. In no event shall the member be charged if the request to inspect and/or copy records is less than twenty-five (25) pages.

10. The Association shall not charge for the first twenty-five pages requested, including, but not limited to, the print out of any electronic record. Thereafter, the Association shall charge twenty-five (\$0.25) cents per page for each copy, or, if the volume of records requested require it, the Association's actual costs for an outside duplicating service.

11. The Member or his or her authorized representative may use a portable device, including a smartphone, tablet, portable scanner, or any other technology capable of scanning or taking photographs, to make an electronic copy of the official records in lieu of the association's providing the member or his or her authorized representative with a copy of such records.

12. The Member shall not be allowed to attach any device, including an external electronic storage or other peripheral, to the computer system at the place of inspection.

11. The records of the Association shall be made available to a member within 45 miles of the condominium property or within the county in which the condominium property is located.

12. Except as otherwise set forth by the President of the Association from time to time, all requests must be sent to the attention of the property manager. The board of directors and any other agent or employee or contractor of the Association, including the Association's attorneys and accountants, are not authorized by the Association to receive any requests.

13. Requests to review confidential settlements of litigations may be conditioned upon the execution of a confidentiality agreement.

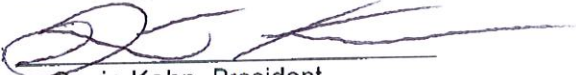
14. Any change or amendment in F.S. 720.303, or of any interpretation by the Department of Business and Professional Regulation, shall be automatically incorporated into these regulations.

DATED: 3-5-20

SPANISH ISLES PROPERTY OWNERS'  
ASSOCIATION, INC.

ATTEST:

By

  
Gavin Kahn, President

  
Joel McTague, Secretary

**RESOLUTION OF  
SPANISH ISLES PROPERTY OWNERS ASSOCIATION, INC.**

The Board of Directors of SPANISH ISLES PROPERTY OWNERS ASSOCIATION, INC. ("ASSOCIATION"), held a meeting on August 16, 2022, at 6 P.M. wherein the following Resolution was amended and ratified:

WHEREAS, Florida Statutes allow the Association to levy fines and/or suspensions for a failure of an owner or the owner's occupant, licensee, or invitee to comply with any provision of the Association's declaration, the Association's bylaws, rules and regulations of the Association or any other governing document of the Association; and

WHEREAS, Florida Statutes require a Grievance committee meeting with the homeowner before the Association may levy a fine and/or suspension;

NOW THEREFORE, LET IT BE RESOLVED:

(1) Registration. All owners must notify the Association of current mailing address for all correspondence. If an owner does not notify the Association of a current mailing address of either the person's address in the Tax Collector's office, the Association shall use the address in the Association records as the owner's official mailing address.

(2) Letter of Violation. In case of a violation of any rule, regulation, covenant, or obligation of the governing documents, the Association will send a letter to the homeowner, tenant, and/or guest (as the case may be, but the homeowner will always receive at least a copy of the letter), citing the deficiency/ies, and giving the homeowner an opportunity to cure and a notice that there will be another review/inspection of the deficiency(ies) no less than 30 days later (the time left to the Association's discretion depending on the severity of the deficiency/ies). The letter shall

(i) specify the specific section of the Association's governing documents with which the violator is not in compliance and why. The Association will cause someone to photograph the location to document the deficiency/ies and the specific violation and date the photos. The letter is to be attached in an envelope to the occupant's (homeowner or tenant) door with removable, non-scarring tape.

(ii) The letter shall advise the violator that if the deficiency is not cured at/by the time of review, either (a) a fine of \$100.00 per day, up to a total of \$1000.00 per violation, will be assessed by the Board of Directors and/or (b) the Board of Directors will suspend the homeowner/violator's rights to use common areas.

(iii) The letter should state that the reason behind enforcing the Association's rules regarding property appearance is to preserve the value of the recipient's and neighbors' homes and the desirability of living in this community.

(iv) The letter shall also advise that if the deficiency is not corrected, the Association will pursue appropriate legal action against the homeowner, tenant and/or guest, including reserving the right to have an appropriate contractor correct the violation(s) and charge the cost of correction(s) to the homeowner, in addition to any other remedies imposed by the Association.

(3) Review of Violation to Determine Status. Approximately thirty (30) days from posting of the violation letter the Association shall review the violation (unless such other time is provided for in the letter). If the deficiency/ies has/have been cured, a letter shall be sent to the homeowner at the homeowner's latest known mailing address and/or to the violator stating that the violation has been corrected and withdrawn. If the deficiency/ies has/have not been cured, the Association will send a letter to the homeowner and/or violator no less than 14 days before a scheduled Board of Directors meeting that, in accordance with Florida Statute Section 720.305, a determination shall be made if an assessment is to be made against the violator. The letter setting forth the notice of the Board of Directors meeting shall provide:

(i) copies of photographs of the violations, if possible.

(ii) on which the agenda for such meeting will be for the Board to (a) assess a fine of up to \$100.00 per day, up to a total of \$1000.00, for each violation that has not been cured, or (b) suspend the homeowner/violator's rights to use common areas.

(iii) on which the agenda for such meeting will be for the Board to (a) assess a fine of up to \$100.00 per day, up to a total of \$1000.00, for each violation that has not been cured, or (b) suspend the homeowner/violator's rights to use common areas.

(iv) that the homeowner and/or violator will have an opportunity to meet with the Association's Grievance Committee on a specified day, date, time and place, to determine if the fine or other discipline is to be imposed, at least 14 days after the fine and/or suspension is assessed, to explain why the violation(s) was/were not corrected.

The letter is to be sent via mail carrier capable of tracking delivery to the address of the violation. If the occupant is other than the registered homeowner, a copy of the letter is to be mailed to the last known residential address of the homeowner.

(4) The Board of Directors Meeting to consider the assessment of a fine or suspension. At a duly called Board of Directors meeting for which the violation shall be an agenda item, the Board of Director may levy reasonable fines or suspension of common area use rights for the failure of the owner or the owner's occupant, licensee, or invitee to comply with any provision of the Association's declaration, the Association's bylaws, rules and regulations of the Association or any other governing document of the Association. At the Board of Directors meeting at which a fine and/or suspension will be considered, an owner, tenant and/or violator shall have three (3) minutes to address the Board of Directors with respect to the violation. If the Board of Directors levies a fine and/or suspension of use rights, the violator shall be notified in writing the next regular business day of the Board of Directors' decision, and that the violator has the right to appear before the Association's Grievance Committee. The Grievance Committee shall notice its schedule its meeting no less than 14 days after the violator received written notice of the Board of Director's decision.

(5) The Grievance Committee. The Grievance Committee shall be established with an odd number of members, at least three (3) eligible Members. The sole criteria for Membership on the Grievance Committee are owners who are neither board members nor persons residing in a board member's household and are not more than three (3) months delinquent in any monetary obligation due the Association. The Board may remove members or appoint new or additional members at any time. The Grievance Committee's role is limited to determining whether to confirm or reject the fine or suspension levied by the Board of Directors.

If the committee does not agree, the fine or suspension may not be imposed. The Grievance Committee Meeting shall be noticed pursuant to applicable law, and, unless otherwise exempted by applicable law, open to all the members of the Association.

(6) Grievance Committee Meeting. At the Grievance Committee meeting, the violator is entitled to all applicable due process protection, including, but not limited to, representation by legal counsel at the committee meeting, and the right to confront witnesses and examine evidence. The violator may offer any additional relevant evidence for the Grievance Committee to consider. The Grievance Committee may consider any evidence it deems relevant in the Grievance Committee's sole discretion. The Grievance Committee shall notify the relevant parties of its decision to accept or reject the fine or suspension levied by the Board of Directors in writing by mail or hand delivery within one (1) business day after the Committee's meeting.

(7) Payment of Fine. Any payment of a fine is five (5) days after the date which the Grievance Committee votes to approve the fine imposed by the Association's Board of Directors.

(7) Alternative Legal Action. Notwithstanding the Grievance Committee's procedure, above, if the Board of Directors so directs, the Association may, in addition to or in lieu of the Grievance Committee's procedures above, hire legal counsel to notify the owner and/or violator of the violation and the Association's desire to take appropriate legal action.

(8) Future Changes in Law. Any future changes to governing law shall be automatically incorporated into this Resolution without further action by the Board of Directors.

(9) Certain Violations. When a certain violation is repetitive but does not lend itself easily to an opportunity to cure, such as, by way of example but not of limitation, persistent trash and parking violations, the Association may, in lieu of the notice and opportunity to cure identified above, proceed immediately to notification of the Board of Directors' Meeting to institute the fine.

DATED: September 16th, 2022

ATTEST:

  
Joel McTague, Secretary

By:   
Gavin Kahn, President