

*Lawrence Oaks*  
Homeowner Association Inc.



H. Declarant will or has caused the Association to be formed for the purpose of exercising the functions aforesaid. The Members of the Association shall be the respective Owners of Units in the Project and the Declarant.

I. The portion of the Land or other property declared from time to time to be subject to and encumbered by this Declaration shall comprise the Project and is presently intended to be developed pursuant to a general plan of development and subject to certain protective covenants, conditions, restrictions, reservations, easements, equitable servitudes, liens and charges, all with said properties as hereinafter set forth. However, market conditions, circumstances or other factors beyond the control of Declarant may result in a need or desire to modify or alter the general plan of development. Accordingly, notwithstanding anything contained herein to the contrary, there is no obligation to complete the Project as contemplated by the present general plan of development. The Declarant or any person or entity developing and selling residential units in the ordinary course of business to which the Declarant conveys any portion of the Project (other than the Common Properties) shall have the right at its sole option and discretion to develop such property either within the scope of the Project (and subject to this Declaration) or outside the scope of this Project.

J. Declarant hereby declares that the Units (including their appurtenances) and the Properties of the Project shall be held, sold, conveyed, hypothecated, leased, used, occupied and improved subject to the easements, restrictions, reservations, covenants, conditions and equitable servitudes in this Declaration, all of which are for the purpose of uniformly enhancing and protecting the value, attractiveness and desirability thereof, in furtherance of a general plan for the development, protection, maintenance, subdivision, improvement and sale of the Project, or any portion thereof. The covenants, conditions, restrictions, reservations, easements, and equitable servitudes set forth herein shall run with the title to the Units (including their appurtenances) and the Common Properties and shall be binding upon all persons having any right, title or interest therein, and shall inure to the benefit of and be binding upon Declarant, its successors-in-interest and each Owner and his respective successors-in-interest, and may be enforced by any Owner, and his successors-in-interest, by the Association and by the Declarant.

NOW, THEREFORE, Declarant declares that the Property described on Exhibit "A" shall be used and maintained subject to the recitations set forth above, the covenants, reservations, restrictions, easements, charges, and liens hereinafter set forth, all of which shall run with the Property and shall be binding upon and inure to the benefit of Declarant, its successors and assigns; all Owners of Dwelling Units or other types of Units, subjected to this Declaration and located within the Project, their families, guests, tenants and invitees; and all persons having any right, title or interest in any part thereof.

Notwithstanding the foregoing, no provisions of this Declaration shall be construed to prevent or limit the Declarant's rights to complete development of the Project and the construction of Improvements thereon, nor Declarant's right to maintain model units, construction, sales or leasing offices or similar facilities on any portion of the Common Properties, nor the Declarant's right to post signs incident to construction, sales or leasing.

Declarant agrees that not more than 178 Units shall be constructed as part of the Project upon the Property.

#### ARTICLE I. DEFINITIONS

Unless otherwise expressly provided herein, the following words and phrases when used herein shall have the meanings hereinafter specified:

**Section 1.** "Architectural Committee" shall mean the committee created pursuant to Article VIII hereof.

**Section 2.** "Articles" shall mean the Articles of Incorporation of the Association which have been filed in the office of the Secretary of State of the State of Florida, a true copy of which is attached hereto as Exhibit "B", as such Articles may be amended from time to time.

**Section 3.** "Association" shall mean LAWRENCE OAKS HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit, its successors and assigns (herein the "Association").

**Section 4.** "Board" shall mean the Board of Directors of the Association.

**Section 5.** "Building" shall mean any building not located on the Common Properties.

**Section 6.** "By-Laws" shall mean the By-Laws of the Association, which have been or shall be adopted by the Board, initially, substantially in the form set forth as Exhibit "C" attached hereto, as such By-Laws may be amended from time to time.

**Section 7.** "Capital Improvement Assessment" shall mean a charge against each Owner and his Lot, representing a portion of the costs incurred by the Association for installation, construction or reconstruction of any Improvements on any portion of the Common Properties which the Association may, from time to time, authorize.

**Section 8.** "Common Assessment" shall mean the charge against each Owner and his Lot, representing a portion of the total costs incurred by the Association in maintaining, improving, repairing, replacing, insuring, managing and operating the Common Properties.

**Section 9.** "Common Expenses" shall mean the actual and estimated costs of ownership, maintenance, management, operation, insurance, repair and replacement of the Common Properties, including, without limitation, those costs not paid by the Owner responsible for payment, the costs of any and all commonly metered utilities, cable or master television systems, if any, and other commonly metered charges for the Common Properties; costs of management and administration by the Association, including, but not limited to, compensation paid by the Association to managers, accountants, attorneys and other employees; costs of all utilities, gardening and other servicing benefitting the Common Properties, costs of maintaining

This

all recreational facilities thereon; costs of bonding the of the Board and the Management Company, if any; taxes paid by the Association, including real property taxes for the Common Properties; amounts paid by the Association for the discharge of any lien or encumbrance levied against the Common Properties, or portions thereof; any charges or expenses set forth in this Declaration or the Exhibits hereto, as costs or expenses to be borne by the Association, and costs of any other item or items so designated by (or in accordance with other expenses incurred by) the Association for any reason whatsoever in connection with the Common Properties or the obligations and duties of the Association. Without limiting the generality of the foregoing, all expenses incurred by the Association in connection with the maintenance of the water drainage systems within the Project (whether or not such and any and all parts thereof are now or hereafter conveyed to the Association), shall be Common Expenses (and all obligations of the Declarant in connection therewith are hereby specifically assumed by the Association and shall be fully performed by the Association from and after the date this Declaration is recorded). The Association shall (i) maintain, repair and insure the Recreational Facilities (as that term is defined below) that may be constructed on the Property which is subject to the provisions of this Declaration, and (ii) maintain, repair and replace all lights, including fixtures and bulbs, located on the Common Properties and pay for all electricity used thereon, the foregoing to constitute Common Expenses.

**Section 10.** "Common Properties" shall mean those portions of the Project which are declared as being Common Properties in this Declaration or in any amendment to this Declaration hereafter made by the Declarant or as dedicated, and shall include without limitation the Recreational Facilities, parks and lakes depicted on the Plat, the spine road running through the Project and the adjacent lake bank and that portion of the lake located within the Project which will be dedicated to the Master Association on the Plat. Said Common Properties are for the common use and enjoyment of the Unit Owners, subject to the terms and conditions of this Declaration and the rights hereunder of the Declarant and further subject to the rules and regulations of the Association as are adopted from time to time. The Common Properties include those designated as such on the Plat or dedicated to the Association or the Master Association and are those portions of the Land that may be from time to time made subject to and encumbered by this Declaration and not included within the Lots shown thereon.

**Section 11.** "Declarant" shall mean and refer to Lawrence Oaks/Oriole, Inc., a Florida corporation, its successors and assigns, provided such successors and assigns acquire any portion of the Project from Declarant for the purpose of development and resale, and further provided Declarant specifically assigns (either on an exclusive or nonconclusive basis) all or a portion of such rights of Declarant hereunder as Declarant shall determine in its sole and unfettered discretion. Any such assignment shall be in writing and recorded in the Public Records of Palm Beach, Florida. As used in this Declaration, the term "Lot owned by Declarant" or words of similar import shall mean and refer to Lots subject to this Declaration owned by Declarant.

**Section 12.** "Declaration" shall mean this instrument, as it may be amended from time to time.

**Section 13.** "Improvement" shall mean all structures or artificially created conditions and appurtenances thereof of every type and located on the Project including, but not limited to, Buildings, outbuildings, walkways, sprinkler pipes, electric meters, lighting fixtures, light bulbs, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, plantings, swimming pools and other recreational facilities, planted trees and shrubs, poles, signs, and exterior air-conditioning and water softener fixtures or equipment, if any.

**Section 14.** "Institutional Mortgagee" shall mean a bank, savings and loan association, mortgage company, the Federal National Mortgage Association, an insurance company or union pension fund authorized to do business in the United States of America, an agency of the United States Government, a real estate investment trust, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing/Administration/Veterans Administration, a lender generally recognized in the community as an "institutional-type" lender, the Declarant, or any entity, firm or person now or hereafter designated by Declarant as an "Institutional Mortgagee". In case of question, the Declarant may determine, in its sole discretion, who is an Institutional Mortgagee. An "Institutional First Mortgagee" is an Institutional Mortgagee who holds a first mortgage on a Unit.

**Section 15.** "Land" shall mean and refer to the real property described on Exhibit "A" attached hereto.

**Section 16.** "Lot" shall mean and refer to any residential lot upon which a Unit is or may be constructed that may from time to time be by and made subject to this Declaration within the Project as depicted on the Plat.

**Section 17.** "Management Company" shall mean the person, firm or corporation which may from time to time be retained by the Association to assist in fulfilling or carrying out certain duties, powers or functions of the Association or as may be under this Declaration.

**Section 18.** "Master Association" shall mean Manor Forest Homeowners Association, Inc., a Florida corporation not-for-profit.

**Section 19.** "Member" shall mean any person or entity holding a membership in the Association as provided herein.

**Section 20.** "Owner" shall mean and refer to the person or persons or legal entity or entities, including Declarant, holding fee simple interests of record to any lot, including sellers under executory contracts of sale, but excluding those having such interests merely as security for the performance of an obligation.

**Section 21.** "Person" shall mean a natural individual or any entity with the legal right to hold title to real property.

**Section 22.** "Plat" shall mean and refer to the document depicting a subdivision of any portion of the Land, including Lots and Common Properties thereon, as may now or hereafter be made subject to this Declaration, which document has been recorded in the Public Records of Palm Beach County, Florida. Declarant reserves the right, in its sole discretion, to amend or replat all or any part of the Land depicted in the Plat from time to time, without the written approval of the Association or any Owner, notwithstanding the fact that an Owner has closed on his Lot.

**Section 23.** "Project" shall mean and refer to the single family residential subdivision to be developed on the Land in accordance with the Plat.

**Section 24.** "Property" shall mean and refer to the Land which is made subject to this Declaration.

**Section 25.** "Recreational Facilities" shall mean those facilities together with improvements thereto, if any, constructed by Declarant upon Property designated as Common Properties and consisting of parks, tot lots, outdoor sports area, pedestrian paths, landscaping, landscape irrigation, fences and walls, and such other Improvements as shall be designated as "Recreational Facilities" by the Declarant or the Association.

**Section 26.** "Special Assessments" shall mean and include charges (not chargeable generally to all Owners as a Common Assessment) against one or more Owners and their Lots, and to the cost incurred by the Association for corrective or enforcement action plus interest thereon and in connection with the enforcement of this Declaration against such Owner(s).

**Section 27.** "Unit" shall mean and refer to any residential building constructed upon a Lot within the Project and appurtenances thereto.

**Section 28.** "Unit Owner" means the owner of a Lot and the Unit constructed thereon. The foregoing definitions shall be applicable to this Declaration, the Articles, the By-laws and also to any amendment to this Declaration, unless otherwise expressly provided herein or therein.

## ARTICLE II. OWNER'S PROPERTY RIGHTS

**Section 1. Owner's Easements of Enjoyment.** Every Owner shall have a non-exclusive, common right and easement of ingress and egress and of enjoyment in, to and over, and use of, the Common Properties which shall be appurtenant to and shall pass with title to every lot, subject to the provisions of this Declaration and the following:

a. The right of the Association to reasonably limit the number of guests or invitees of Owners using the Common Properties.

This is a preliminary drawing. It is not to be used for construction purposes.

b. The right of the Board to establish from time to time uniform rules and regulations (hereinafter referred to as "Rules") pertaining to the use and operation of the Common Properties, the Lots and Improvements thereon, and with regard to the rights, power and duties of the Association and Owners, including, but not limited to, the right and obligation of the Association to enforce all parking and vehicle restrictions within the Properties as set forth in Section 3 of this Article II and Sections 3 and 6 of Article X hereof.

c. The right of the Association, in accordance with its Articles, Bylaws and this Declaration, with the vote or written assent of sixty-seven percent (67%) of each class of Members, to borrow for the purpose of improving, maintaining, repairing, or carrying out any duty that the Association may have in connection with the Common Properties and facilities and in aid thereof, to mortgage, pledge or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, provided that the rights of such mortgagee shall be subordinate to the use rights of Owners.

d. The right of the Association to suspend an Owner's voting rights and his or her right to use the Common Properties (except by means of ingress and egress) for any period during which any Assessment against his Lot remains unpaid and delinquent; and the right of the Association to suspend such rights for a period not to exceed thirty (30) days for any single infraction or violation of this Declaration or the published rules and regulations of the Association, provided that any suspension of such voting rights and/or right to use the Common Properties shall be made only by the Board after Notice and Hearing as provided in the By-laws or in the rules and regulations.

e. Subject to the provisions of Article XIV of this Declaration, the right of the Association (which right is hereby reserved) to dedicate, release, alienate or transfer all or any part of the Properties to any public agency, authority or utility for such purposes and subject to such conditions as the Declarant shall determine, in its sole discretion, provided, however, that except where by applicable authority or absolutely necessary, the exercise of such rights do not do not have a material adverse effect on the intended use and enjoyment of the Property, unless approved by sixty-seven percent (67%) of the total vote of Class A and Class B Members.

f. The right of the Declarant (and its contractors, subcontractors, sales agents, and representatives) to the non-exclusive use of the Common Properties and the facilities thereof, without charge, for sales, display, access, construction, ingress, egress and exhibit purposes. The Declarant expressly reserves the right to place and maintain, without charge, sales offices in areas designated as Common Properties.

g. The right of the Association (by action of the Board) to reconstruct, replace or refinish any Improvement or portion thereof upon the Common Properties, in accordance with the original design, finish or standard of construction of such Improvement, or if the Common Properties are not conveyed to the Association, the foregoing shall require the approval of the Declarant.



h. The right of the Association to replace destroyed trees and other vegetation and to plant trees, shrubs and ground cover upon any portion of the Common Properties, and to gain access to all portions of the Common Properties for such purposes.

i. The rights and powers of the Association and Declarant under this Declaration.

**Section 2. Delegation of Use.** Any Owner may delegate, in accordance with the By-laws, the right of enjoyment to the Common Properties and facilities to the members of his family, or to his approved tenants who reside in his Unit, subject to reasonable rules and regulations which may be, from time to time, imposed by the Board.

**Section 3. Easements for Parking.** The Association, through its officers, committees and agents, is hereby empowered to establish parking regulations and to enforce these parking regulations by all means lawful including, without limitation, removal of any violating vehicle by those so empowered; provided, however, that the Association shall not interfere with the parking necessities of the Declarant.

**Section 4. Easements for Vehicular and Pedestrian Traffic.** In addition to the general easements for use of the Common Properties reserved, created, and/or granted herein, there shall be, and Declarant hereby reserves and covenants for itself and all future Owners within the Project that each and every Owner shall have a non-exclusive easement appurtenant to his Lot for vehicular and pedestrian traffic over all private streets within the Common Properties, subject to the provisions of Section 3 of this Article II and reasonable rules and regulations of the Board. All Common Properties are reserved by the Declarant, its successors and assigns, for use by any individuals or entities who may, from time to time, be granted the right to use same by the Declarant, whether on a temporary or permanent basis.

**Section 5. Easements for Municipal, County and Private Utility Use.** In addition to the foregoing easements over the Common Properties, there shall be, and Declarant hereby creates, grants and reserves and covenants for itself and all future Owners within the Project, easements for municipal, and private and public utility services, including, but no limited to, the right of the police and fire departments and cable TV companies to enter upon any part of the Common Properties for the purpose of carrying out their lawful duties and the right of all utility companies, including cable TV companies, to install and maintain their equipment and facilities; provided, however, that any such utility easements are dedicated on the Plat or are approved in writing by the Association.

**Section 6. Master Cable TV Agreement.** In addition to other easements herein provided, Declarant, in its sole discretion, may enter into a master cable tv agreement with a company(ies) to be designated by Declarant to provide basic cable TV service to each unit. The cost of such basic cable service shall be part of the Common Expenses to be levied by the Association against each Lot.

This is a copy of the original document.

**Section 7. Waiver of Use.** No owner may exempt himself from personal liability for assessments duly levied by the Association, the Master Association, or release the Unit owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the Common Properties and the facilities thereon, or by abandonment of his Unit.

**Section 8. Title to Common Properties.** Subject to the provisions of Section 13 below, the Declarant shall convey title to the Common Properties to the Association, subject to the dedications, easements, covenants, conditions, restrictions and reservations contained herein. The Declarant shall convey title to the Common Properties to the Association when all Improvements to be constructed upon Common Property have been completed. The conveyance of the Common Properties to the Association may be accomplished by dedication on the Plat or by separate conveyance to the Association. Declarant or the Association may mortgage the Common Properties, provided that (i) the lender subordinates its interests to the rights of the Owners hereunder, (ii) the Common Properties shall be free of mortgages at time of conveyance to the Association, and (iii) the Association shall not be personally liable for payment of same.

**Section 9. Conveyance of Property between Association and Master Association.** The Master Association shall have the right to convey its title, or any easement or interest therein, to any property located within the Manor Forest P.U.D. to the Association to be held as Common Area. Subject to prior approval by the Board of Directors of the Master Association, the Association shall have the right to dedicate to, convey its title, or any easement or interest therein, to any property located within the Property to the Master Association to be held as Common Area. Any conveyance under this Section shall be effective upon recording the deed or instrument of conveyance or recording the Plat dedicating such property in the Public Records of Palm Beach County, Florida.

**Section 10. Conveyance of Property by Any Other Person to Master Association.** Subject to prior approval by the Board of Directors of the Master Association, the Association may, but shall not be required to accept title to property conveyed by any person other than the Declarant or the Developer and any such conveyance shall be effective only upon due authorization thereof by the Board and proper execution of an officer of the Association of the deed or other instrument of conveyance or of an instrument of acceptance and the recording of such deed or instrument in the Public Records of Palm Beach County, Florida.

**Section 11. Access Easements.** Declarant reserves unto itself and its successors and assigns perpetual non-exclusive easements of ingress and egress over and across the streets constructed on the Common Properties from time to time, including use and access by construction vehicles and construction equipment, which easements shall terminate when the Declarant, its successors and assigns no longer own or lease any Lot or vacant land within the Project.

**Section 12. Drainage and Water/Sewer Systems.** To the extent the Declarant is obligated, if at all: (i) to maintain the water and sewer systems in the Project; and (ii) to maintain the drainage systems within the Project; except for the portion of said system as lies within the boundaries of Lots, such obligations are hereby specifically assumed, and shall be

This is a copy of the original document.

fully performed by the Association and its successors from and after the date this Declaration is recorded. Said obligations shall be performed in a continuous and satisfactory manner (whether or not said systems and any and all parts thereof are now or hereafter conveyed to the Association). At the option of Declarant, all or any parts of such drainage systems may be conveyed to the Association and if so conveyed the Association shall accept such conveyance. The Declarant and the Association (after conveyance to the Association) have the right to convey such portions of the drainage system to such and quasi-governmental drainage districts and agencies that may have jurisdiction over the Project. The Association shall not be responsible for maintenance of such facilities which are maintained by applicable governmental authorities. With respect to the drainage systems, the requirements of the District shall be complied with, and no changes may be made in the drainage system without the prior written consent of the Declarant and such District, or its successor in function. Provided use of such easements does not unreasonably interfere with the use and enjoyment of the Project as intended by Declarant, non-exclusive easements are hereby granted throughout the Project to the District for the purpose of access to any water management easements or roadway easements dedicated to said District on the Plat. The provisions of this Section 12 may not be amended without prior written consent of the Declarant, and with respect to those provisions relating to drainage, the written consent of said District.

**Section 13. Obligations to Master Association for Road Maintenance, Lake Maintenance and Drainage.** The Project constitutes a portion of the Manor Forest P.U.D., and in accordance with the requirements of Palm Beach County, Florida for such P.U.D. approval, the Plat of the Project will provide for the dedication to the Master Association of (i) the spine road that runs through the Project known as Manor Forest Boulevard; (ii) the stormwater and drainage areas in the Project; (iii) the littoral and water management areas throughout the Project; and (iv) that portion of the adjacent lake and lake bank located within the Project (the "Dedicated Properties"). Upon recording of the Plat, the Declaration of Protective Covenants and Restrictions for Manor Forest, recorded November 1, 1983, in Official Record Book 4075, page 252, Public Records of Palm Beach County, Florida (the "Manor Forest Declaration"), will be modified to provide for the maintenance of the Dedicated Properties and all drainage lines and facilities over, under or across the Dedicated Properties. The cost of such maintenance of the Dedicated Properties shall be deemed part of the Common Expenses of the Association and shall be included in the Common Assessments to be levied by the Association against each Owner. The Manor Forest Declaration shall be further modified to provide that in the event the Association fails to satisfactorily maintain the road, lake and drainage facilities located on the Property, that after written notice and an opportunity to cure such maintenance obligations, the Master Association shall have the right to enter upon the Property, make such repairs or improvements as it shall reasonably deem necessary, and assess the Association for such expense, or to assess the Association for the cost of such maintenance obligations, repairs or improvements, and the Manor Forest Association shall have lien rights against the Project for the cost of such maintenance to the Dedicated Properties. The Manor Forest Declaration shall not provide for any other assessment rights against the Property.

**Section 14. Restrictions on Additional Easements.** No Owner, other than the Declarant, shall grant any easement upon any portion of the Project to any person or entity without the prior written consent of the Association.

**ARTICLE III. MEMBERSHIP IN ASSOCIATION AND VOTING RIGHTS**

**Section 1. Membership.** Every Unit Owner and the Declarant shall be a member of the Association, and no Owner shall have more than one membership in the Association although each Class Member shall have one vote for each Lot owned. The Class B Member shall have three votes for each Lot owned. Memberships in the Association shall not be assignable, except to the successor-in-interest of the Owner, and every membership of an Owner (other than the Declarant) in the Association shall be appurtenant to and may not be separated from the fee ownership of his Lot. Ownership of such Lot shall be the sole qualification for membership of an Owner in the Association.

**Section 2. Classes of Voting Membership.** The Association shall have two (2) classes of voting members, as follows:

**Class A.** Class A shall be all Owners, with the exception of Declarant, for so long as there exists a Class B membership. Declarant shall become a Class A Member with regard to Lots and Units owned by Declarant upon termination and conversion of Declarant's Class B Membership as provided below.

**Class B.** The only Class B member shall be the Declarant. The Class B Member shall be entitled to three (3) votes for each lot (with or without a Unit constructed thereon) it owns, provided that the Class B membership shall cease and be converted to Class A Membership upon the first to occur of the following events:

- (1) When the total votes outstanding in the Class A Membership equals the total votes outstanding in the Class B Membership; or
- (2) Thirty (30) days after the Declarant elects to terminate the Class B Membership by written instrument executed with the formalities of a Deed and recorded in the Public Records of Palm Beach County, Florida; or
- (3) Seven (7) years following conveyance of the first Lot.

**Section 3. Vote Distribution.** Class A Members (other than the Declarant) shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. When the Declarant becomes a Class A Member as provided above, the Declarant shall be entitled to one vote for each Lot (with or without a Unit constructed thereon) it owns. When more than one person ("Co-Owner") holds an interest or interests in any Unit or Lot all such Co-owners shall be Members and may attend any meetings of the Association, but only one such Co-Owner shall be entitled to exercise the vote to which the Unit or Lot may be entitled. Such

Co-Owners may, from time to time, all designate in writing one of their number to vote. Fractional votes shall not be allowed, and the vote for each Lot shall be exercised, if at all, as a whole. Where no voting Co-Owner is designated, or if such designation has been revoked, the vote for such Lot shall be exercised as the majority of the Co-Owners mutually agree. Unless the Board receives a written objection from a Co-Owner, it shall be presumed that the appropriate voting Co-Owner is acting with the consent of his or her other Co-owner(s). No vote shall be cast for any Lot or Unit where the majority of the Co-Owners do not agree upon said vote or other action. All Co-Owners (including, without limitation, any non-voting Co-Owner or Co-Owners) shall be jointly and severally responsible for all of the obligations imposed upon the jointly-owned and severally responsible for all of the obligations imposed upon the jointly-owned Lots or Units and/or the Co-Owners and shall be entitled to all other benefits of ownership, except as expressly otherwise provided herein. All agreements and determinations lawfully made by the Association in accordance with the voting percentages established herein, or in the By-Laws of the Association, shall be binding on all Co-Owners, their successors and assigns. Said voting rights shall be subject to the restrictions and limitations provided in this Declaration, as same may be amended from time to time, the Articles and By-Laws. If a Lot is owned by a corporation, the person entitled to cast the vote for the lot shall be designated by a certificate signed by an appropriate officer of the corporation and filed with the Secretary of the Association.

#### ARTICLE IV. DUTIES AND POWERS OF ASSOCIATION

The Association, acting as the Board of Directors, in addition to the powers and duties it may have pursuant to the Articles, By-Laws and otherwise provided in this Declaration, shall also have the power and duty to:

- a. Maintain, repair and otherwise manage the Common Properties and all Improvements thereon in accordance with the provisions of this Declaration and in accordance with the Master Declaration, including the maintenance, repair and management of the Dedicated Properties pursuant to the Master Declaration and Section 13 of Article II hereof.
- b. Maintain and replace when necessary trees and other landscaping and irrigation on the Land and outside any perimeter wall and/or fence along any public right of way.
- c. Obtain, for the benefit of the Common Properties, all commonly metered water, sanitary sewage and electric services, and provide for all refuse collection, and cable or master television service (if any), as necessary.
- d. Provided written consent of Declarant is obtained as long as Declarant owns any portion of the Land, grant reasonable easements, rights-of-way or strips of land, where necessary, for utilities, cable, water and sewer facilities, drainage and other services over, under, across and through the Property to serve the Common Properties and other portions of the Project, but not to interfere with the Units and substantial rights of Owners.

e. Maintain such policy or policies of liability and fire insurance with respect to the Property and personal property located thereon or used in connection therewith, if any, owned by the Association or the Declarant as provided herein to further the purposes and protecting the interests of the Association and Members and as directed by this Declaration and the By-Laws.

f. At the option of the Association, employ or contract with a Management Company (which may be an affiliate of Declarant) to perform all or any part of the duties and responsibilities of the Association, and delegate, at the option of the Board, its power to committees, officers and employees.

g. At the option of the Association, install and maintain security devices, detectors and communications facilities, and employ or contract for employment of security services, guards and watchmen for the Common Properties or the Project as a whole, if desired.

h. Take such other action which the shall deem advisable with respect to the Project as may be permitted hereunder or under law.

i. At the option of the Board, to maintain and/or repair the exterior surfaces of the Units, including, although not limited to, the walls, roofs, pipes and utility conduits when the Unit Owner fails to maintain same after the Board has determined the necessity of such maintenance and/or repair and has given the Unit Owner notice in accordance with the provisions of Article VIII.

j. Pay the insurance, taxes, maintenance, repair and replacement expenses necessary in connection with the Common Properties.

k. At the option of the Board, to maintain such policy or policies of hazard, flood, if applicable, fire and coverage with respect to the Units as provided for herein in furthering the purposes of protecting the interests of the Association and Members as directed by this Declaration and the By-laws, it being recognized each owner is responsible for insurance coverage on his Unit and Lot.

l. Make available to Unit Owners and lenders, and to holders, insurers or guarantors of any first mortgage, current copies of the Declaration, By-laws, the rules concerning the Project and the books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

#### ARTICLE V. COVENANT FOR ASSESSMENTS

**Section 1. Creation of the Lien and Personal Obligation of Assessments.** Subject to the provisions of Section 11 of this Article V and other provisions of this Declaration, Declarant, for each Lot now or hereafter owned by it within the Project hereby covenants, and each Owner of any such 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)

This is a copy of the original document.

annual Common Assessments, (2) Capital Improvement Assessments, (3) Special Assessments, and (4) all such other assessments and charges set forth in this Declaration with all such Assessments to be imposed and collected as hereinafter provided. The obligation of Lots for their respective assessments shall commence when the title to their Lot is sold and conveyed to the Lot Owner by the Declarant or its assignee.

Such assessments, together with interest, costs and reasonable attorneys' fees for the collection thereof, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which such assessments(s), interest, costs and reasonable attorneys' fees is made, until paid. Except for the Declarant as provided in Section 11 of this Article V, each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person(s) who were the Owners of such property at the time when the Assessment fell due. Each person(s) who was an Owner shall be jointly and severally liable with any former Owner for any previous unpaid assessments as well as being liable for assessments coming due while an Owner. Subject to the provisions of this Declaration protecting Institutional First Mortgagees and the Declarant, the personal obligation for delinquent Assessments shall pass to the successor-in-title to such Owner. The Board shall deposit all monies collected in one or more accounts as it shall elect.

**Section 2. Common Assessments.** The Assessments levied by the Association shall be used exclusively as provided in this Declaration and to promote, in the opinion of the Board, the common health, safety, benefit, recreation, welfare and aesthetics of the Owners and to improve and maintain the Common Properties, Lots, and Units as otherwise provided in this Declaration. Disbursements shall be made by the Board for such purposes as are deemed necessary for the discharge of its responsibilities herein for the benefit of the Owners and to reimburse the Declarant for those reasonable start-up expenses advanced by Declarant, which shall not exceed \$500.00. All Common Assessments shall be collected quarterly or as otherwise determined by the Board, provided that if not paid within 10 days after due, all such quarterly installments may be accelerated at the option of the Board for the balance of the fiscal year and shall thereupon be due in one lump sum. All Common Expenses shall be assessed exclusively among the Lots which are subject to Assessment pursuant to Article V, Section 1, hereof.

**Section 3. Special Assessments.** The foregoing maintenance, repair or replacement within the Common Properties arising out of or caused by the willful or negligent act of an Owner, his tenant or either of their families, guests or invitees, shall be effected at said Owner's expense and a Special Assessment therefor shall be made against his Lot, except to the extent proceeds of insurance are collected by the Association with respect thereto. The Association may, in addition, levy and collect Special Assessments against selected owners due to charges permitted under this Declaration, damages or special expenses incurred by the Association caused by willful or negligent acts of said Owners, their tenants or either of their families, guests or agents, by a violation of any provision of this Declaration, the Articles, By-laws, any Rules, or otherwise.

This is a copy of the original document.

**Section 4. Capital Improvement Assessments.** In addition to the Common Assessments authorized above, the Board may levy and collect, in any assessment year, a Capital Improvement Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital Improvement, or other such addition, upon the Common Properties, including fixtures and personal property related thereto; provided that any such Assessment in excess of Ten Thousand and No/100 Dollars (\$10,000.00) shall require the vote or Written assent of sixty-seven percent (67%) of the votes of Class A Members and Class B Members of the Association, except as provided in Article X hereof and except in the case of an emergency where in the reasonable judgment of the Board such action is necessary to prevent further material damage or to protect against bodily injury without taking the time necessary to obtain membership approval.

**Section 5. Notice and Quorum for any Action Authorized under Section 4.** Written notice of any meeting called for the purpose of taking any action authorized under Section 4 shall be sent to all Members not less than twenty (20) days, nor more than sixty (60) days, in advance of the meeting. At the first such meeting called, the presence of Members in person or by proxy entitled to cast sixty-seven percent (67%) of 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 thirty-three and one-third percent (33-1/3%) of the voting power of each class of membership of the Association. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**Section 6. Rate of Assessment.** Except as otherwise provided herein with respect to Declarant, Common Assessments and Capital Improvement Assessments provided for in this Article V shall be allocated and assessed equally among the Lots subject to such Assessments.

**Section 7. Date of Commencement of Association's Obligation for Collecting Common Assessments.** The obligation of the Owners to pay and the Association to collect the Common Assessments shall commence on the day of closing on the first Lot conveyed to an Owner by the Declarant. The prorata portion for the month of closing shall be collected by the Declarant.

**Section 8. Date of Commencement of Common Assessments; Due Date.** The first annual Common Assessment shall be adjusted according to the number of months remaining in the fiscal year as set forth in the By-Laws. The Board shall fix the amount of the annual Common Assessments against each Lot subject to the Assessment at least thirty (30) days in advance of each Common Assessment period. Written notice of any change in the amount of the annual Common Assessment shall be sent to every Owner subject thereto at least thirty (30) days prior to the effective date of such change. The due dates shall be established by the Board. Notwithstanding the foregoing, however, such notice shall not be required in order for such change to become effective.



**Section 9. Certificate of the Association as to the Status of Assessments.** The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an Officer or agent 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 the Assessments against a Lot is binding upon the Association as of the date of its issuance.

**Section 10. Annual Balance Sheet Prepared by Board.** The Board shall cause to be prepared an annual balance sheet and operating statement reflecting income and expenditures of the Association of each fiscal year, which shall be available for review by and distributed to each Institutional First Mortgagee who has filed a written request for copies of the same with the Board. In the manner provided in the By-Laws, for each fiscal year the Board shall prepare and distribute to the Membership a written estimate (budget) of the expenses to be incurred by the Association during such year in performing its functions under this Declaration (which shall include reasonable provision for contingencies and reserves).

**Section 11. Liability of Declarant.** Anything to the contrary herein notwithstanding, the Declarant shall not be liable for any Assessments imposed upon Lots for which it is the Owner as long as the Declarant pays all deficits in operation of the Association above the Assessments collectible from other Owners of Lots. In calculating such deficit, only actual Current Expenses (other than management fees, capital expenses and reserves) shall be computed. Declarant may at any time, and from time to time, be relieved of obligations to fund deficits by electing, for any Assessment period or periods, to pay Assessments imposed on Lots for which it is the Owner; provided, however, that no Assessments shall be due from Declarant for any Lot until a certificate of occupancy is issued for the building constructed thereon.

**Section 12. Initial Capital Contribution.** On each initial sale of a Unit by the Declarant, or its assigns, each Owner other than the Declarant and Bulk Purchasers shall contribute and be charged an initial capital contribution to the Association equal to one (1) quarterly installment of Common Assessments which the Association may use for any purpose whatsoever, including the funding of deficits in Association operations pursuant to Section 11 hereof. As used herein, "Bulk Purchasers", shall mean purchasers of a minimum of twenty-five (25) vacant Lots; provided, however, up to eight (8) lots may be purchased individually prior to the bulk acquisition by such purchasers for use as model home lots. Initial capital contributions shall not be required for Lots acquired by Bulk Purchasers until such time as they are sold and conveyed to third party purchasers by the Bulk Purchaser.

**ARTICLE VI. EFFECT OF NON-PAYMENT OF ASSESSMENTS;  
REMEDIES OF THE ASSOCIATION**

**Section 1. Effect of Non-Payment of Assessments: Remedies of the Association.** A lien is hereby imposed upon each Lot to secure the payment of all Assessments now or hereafter imposed on the Lot by the Association. Any installment of a Common Assessment, Capital Improvement Assessment, Special Assessment or other Assessment not paid within ten (10) days after the due date shall bear interest from the due date of such installment at the

This is a copy of the original document.

highest interest rate allowable by law. If any installment due on an assessment is not paid within twenty (20) days after it is due, the Owner responsible therefor may be required by the Board to pay a late charge to be established by the Board. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot, or both. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Properties or abandonment of his Unit. If the delinquent installments of Assessments and any charges thereon are not paid in full on or before thirty (30) days from the due date, the Board may, at its option at any time thereafter, declare all of the unpaid balance of the annual Common Assessment to be immediately due and payable without further demand or notice and may enforce the collection of the full Common Assessment and all charges thereon in any manner authorized by law and this Declaration. If any Assessments are more than thirty (30) days past due at the beginning of any fiscal year, the balance of the installments of the Common Assessments for the fiscal year just starting may be accelerated at the option of the Board without notice.

**Section 2. Notice of Claim of Lien.** No action shall be brought to enforce any assessment lien herein, unless at least thirty (30) days has expired following the date a copy of Claim of Lien is deposited in the United States mail, certified or registered, postage prepaid, to the Owner at the address on the records of the Association and if none, at the address of the Unit, and a copy thereof has been recorded by the Association in the Public Records of Palm Beach County, Florida; said Claim of Lien must recite a good and sufficient legal description of any such Unit, the record Owner or reputed owner thereof, the amount claimed (which may at the Association's option include interest on the unpaid assessment at the highest interest rate allowable by law, plus reasonable attorneys' fees and expenses of collection in connection with the debt secured by said lien). Such Claim of Lien shall be signed and acknowledged by an officer of the Association, the attorney or an authorized agent for the Association. The lien shall continue until fully paid or otherwise released or satisfied.

**Section 3. Collection Expenses.** The Association's lien rights shall include interest on the unpaid Assessments at the highest lawful rate, plus reasonable attorneys' fees and expenses of collection.

**Section 4. Foreclosure Sale.** The Assessment lien set forth herein may be foreclosed in the same manner as mortgages are foreclosed under Florida law. The Association, through duly authorized agents, shall have the power to bid on the Lot at the foreclosure sale, and to acquire and hold, lease, mortgage and convey the same.

**Section 5. Curing the Default.** Upon payment of the full amount secured by lien by the defaulting Owner, the Association shall record an appropriate Release of Lien at Owner's expense.

**Section 6. Certificate Issued by Board or Management Company as to a Lien Indebtedness upon a Lot.** A certificate executed and acknowledged by any two (2) members of the Board or by the management Company stating the indebtedness secured by the lien upon

This is a preliminary drawing.

ORB 8539 Pg 401

any Lot created hereunder shall be binding upon the Association and the Owners as to the amount of such indebtedness as of the date of the certificate with respect to all persons who rely thereon in good faith. Such certificate shall be furnished to any Owner upon request, at a reasonable fee. The Board may in its discretion, charge a reasonable fee for the issuance of such certificate.

**Section 7. Cumulative Remedies.** All rights, remedies, or relief however, available to the Association, in the event of a violation or breach of duty by an Owner under this Declaration, the Articles, By-Laws or Rules, including, without limitation, those relating to assessment liens and the rights to foreclosure and sale thereunder shall be cumulative and non-exclusive (in addition to and not in substitution for) all and/or any other rights and remedies which the Association and its assigns may have hereunder and by law, including, without limitation, a suit to recover a money judgement for unpaid Assessments as above provided.

**Section 8. Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first Mortgage encumbering a Unit (meaning any recorded Mortgage with first priority or seniority over other mortgages) made in good faith and for value and recorded prior to the date on which a Claim of Lien is recorded. Sale or transfer of any Unit shall not affect the assessment lien. However, in the event of the sale or transfer of any Unit pursuant to a mortgage foreclosure or deed in lieu of such assessments shall be extinguished as to installments which become due prior to such sale or transfer and the acquirer of title shall not be liable for such assessments except that the unpaid share of such Common Assessments shall be collectable from all Owners, including such acquirer of title. No sale or transfer shall relieve such Unit from liability for any installments of assessments thereafter becoming due or from the lien thereof.

**Section 9. No Waiver.** Failure by the Association to enforce or declare a violation by an Owner of the terms and conditions of this Declaration, the Articles, By-Laws or Rules promulgated by the Board upon occurrence thereof or any delay in taking any action in connection therewith shall not be considered a waiver of such violation by the Association and any express waiver of such violation (which must be in writing to be effective) shall not be considered a continuing waiver. Upon any subsequent violation, the Association shall not be deemed to have waived its rights to declare such violation and exercise concurrently or severally any rights, remedies or relief the Association may have.

#### ARTICLE VII. MASTER ASSOCIATION

**Section 1. Membership.** All Owners shall be non-voting members of the Master Association and are bound by the Manor Forest Declaration, as same may be amended from time to time. Pursuant to Section 13 of Article II hereof, the Dedicated Properties will be dedicated to the Master Association by the Declarant, and the Association will maintain the Dedicated Properties at its sole cost and expense. In the event of the failure of the Association to pay all such expenses and to maintain such facilities as the Master Association

This is a copy of the original document.

reasonably determines necessary, the Master Association may assess the Association for same or the Association may enter upon the Project for the purpose of repairing and maintaining such facilities and subsequently assess the Association for the cost of same, which assessments shall be a lien against the all of the Lots in the Project. EACH AND EVERY OWNER OF A UNIT IN THE PROJECT WILL BE SUBJECT TO THE PROVISIONS OF THE MASTER DECLARATION AS WELL AS THE PROVISIONS OF THIS DECLARATION.

**Section 2. Priority of Manor Forest Declaration.** Notwithstanding anything in this Declaration or the Articles, By-Laws, rules and regulations of the Association to the contrary, all of the foregoing are intended to be subordinate to the Manor Forest Declaration and the articles, by-laws, rules and regulations of the Master Association. Any conflict between the terms of this Declaration and the Manor Forest Declaration shall be resolved in favor of the Manor Forest Declaration. In no event shall any provision of this Declaration be construed as limiting any right or power retained by the Declarant or granted to the Master Association pursuant to the Manor Forest Declaration.

**ARTICLE VIII. ARCHITECTURAL CONTROL**

**Section 1. Members of Committee.** The Architectural Control Committee, sometimes referred to in this Declaration as the "Committee", shall consist of three (3) members. The initial members of the "Committee", shall consist of three (3) members. The initial members of the Committee shall consist of persons designated by the Declarant and need not be Unit Owners. Each of said persons shall hold office until all Units planned for the Project have been constructed and conveyed, or sooner, at the option of Declarant. Thereafter, each new member of the Committee shall be appointed by the Association and shall be a Member of the Association. Each member shall hold office until the latest of (a) such time as he or she has resigned or has been removed, or (b) until his or her successor has been appointed, as provided herein. Each member of the Committee may be removed at any time with or without cause by the party entitled to appoint the members of the Committee. Thereafter or at such earlier time as Declarant in its sole discretion shall determine, the Board shall succeed to the rights of the Declarant to appoint members of the Committee. Accordingly, Members of the Committee shall serve at the pleasure of the Declarant or the Board, as the case may be, as provided herein.

**Section 2. Review of Proposed Construction.** Subject to Article X, Section 8 of this Declaration, no building, fence, wall, trellises, or other structure or Improvement (including landscaping) shall be constructed, painted, repainted, erected or maintained in or upon the Project nor shall any exterior addition to, or change or alteration be made, nor shall any awning, canopy or shutter be attached to or placed upon outside walls or roofs or residential buildings, until the plans and specifications showing the nature, color, kind, shape, height, materials and location of the same shall be submitted to, and approved in writing by the Committee (subject to the exemptions in Section 9 of this Article VIII). The Committee shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction,

This is a copy of the original document.

alterations, work or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of the surrounding area of the Project as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures and is otherwise desirable. The Committee may condition its approval of proposals and plans and specifications as it deems appropriate, including, but not limited to, requiring the Lot Owner to reimburse the Association for all additional costs necessitated for the maintenance of the Common Properties adjacent to said Improvements, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The Committee may also issue rules or guidelines setting forth procedures and reasonable fees for the submissions of plans for approval. The Committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevation drawings and descriptions or samples of exterior material and colors. Until receipt by the Committee of any required plans and specifications, or additional information or samples, the Committee may postpone review of any plans submitted for approval. The Committee shall have thirty (30) days after delivery of all required materials to approve or reject any such plans, and if not rejected within such thirty-day period, said plans shall be deemed approved. In the event the Committee fails to deliver written objection within one (1) year from completion of construction of any Improvements on a Lot, such Improvements shall be deemed approved. Notwithstanding any provision in this Article VIII to the contrary, the approval of the Committee shall not be required for any additions, changes or alterations to the Lot where such additions, change or alterations are not visible from the outside of the Lot and will not otherwise adversely affect the use, enjoyment or cost of operations or maintenance of the Project. All changes and alterations shall be subject independently to all applicable government, laws, statutes, ordinances, rules, regulations, orders and decrees. The Committee may employ architects, landscape architects or other professionals to review submitted plans and specifications and to advise it on Committee matters, at the expense of the Owner seeking Committee approval.

**Section 3. Meetings of the Committee.** The Committee shall meet from time to time as necessary to perform its duties hereunder. The Committee may from time to time, by resolution unanimously adopted in writing, designate a Committee Representative (who may, but need not, be one of its members) to take any action or perform any duties for and on behalf of the Committee, except the granting of variances pursuant to Section 8 hereof. In the absence of such designation, the vote of any two (2) members of the Committee shall constitute an act of the Committee.

**Section 4. No Waiver of Future Approvals.** The approval of the Committee of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters whatever subsequently or additionally submitted for approval or consent.

**Section 5. Compensation of Members.** The members of the Committee shall receive no compensation for services rendered, other than reimbursement or reasonable and necessary expenses incurred by them in the performance of their duties hereunder.

**Section 6. Inspection of Work.** Inspection of work and correction of defects therein shall proceed as follows:

a. Upon the completion of any work for which approved plans are required under this Article IX, the applicant (the "Applicant") for such approval shall give written notice of completion to the Committee.

b. Within thirty (30) days thereafter, the Committee or its duly authorized representative may inspect such Improvement. If the Committee finds that such work was not effected in substantial compliance with the approved plans, it shall notify the Applicant in writing of such non-compliance within ten (10) days after said inspection, specifying the particulars of non-compliance, and shall require the Applicant to remedy the same. If the Committee or its duly authorized representative requests additional time, the 30-day period provided for herein shall be extended for a reasonable period.

c. If, upon the expiration of thirty (30) days from the date of such notification, the Applicant shall have failed to remedy such non-compliance, the Committee shall so notify the Board of such failure. Upon Notice and Hearing, the Board shall determine whether there is a non-compliance, and if so, the nature thereof and the estimated cost of correcting or removing the same. If a non-compliance exists, the Applicant shall remedy or remove the same within a period of not more than forty-five (45) days from the date of announcement of the Board ruling. If the Applicant does not comply with the Board ruling within such period, the Board, at its option, may either seek enforcement by equitable action to force compliance, or remove the non-complying Improvement or remedy the non-compliance, and the Applicant shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Applicant to the Association, the Board shall levy a Special Assessment against such Applicant for reimbursement.

d. If for any reason the Committee fails to notify the Applicant of any non-compliance or request for additional time within thirty (30) days after receipt of said written notice of completion from the Applicant, the Improvement shall be deemed to be in accordance with said approved plans.

**Section 7. Non-Liability of Committee Members.** Neither the Association, nor the Committee, nor any member thereof, nor its duly authorized Committee Representative, shall be liable to the Association, or to any Owner or any other person or entity for loss, damage or injury arising out of or in any way connected with the performance of the Committee's duties hereunder, unless due to the willful misconduct or bad faith of a member and then only that member shall have any liability. The Committee shall review and approve or disapprove all

This is a copy of the original document.

plans submitted to it for any proposed Improvement, alteration, repainting, or addition solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and to the Project. The Committee shall take into consideration the impact on surrounding area, the aesthetic aspects of the architectural designs, the placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes.

**Section 8. Variance.** The Committee may authorize variances from compliance with any of the architectural provisions from time to time in existence as a result of this Declaration, the Rules, or any amendment to the Declaration, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations require. Such variance must be evidenced in writing, which must be signed by at least two (2) members of the Committee. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration or any amendment to this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration, the Rules, or of any amendment to this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all government laws and regulations affecting his use of the premises, including, but not limited to, zoning ordinances and setback lines or requirements imposed by any governmental or municipal authority. The granting of a variance in one instance shall not waive the rights of the Committee to refuse to grant a variance in any other instance, whether or not such other instance is similar in nature, if the policy of the Committee has changed subsequent to the initial variance or if the policy of the Committee has changed subsequent to the initial variance or if based upon experience obtained with respect to the initial variance. Any variance granted, or not granted, shall be subject to the approval of, and any decision concerning same, shall not be binding until approved by the Board.

**Section 9. Declarant and Related Entity Exemption.** The Declarant and any wholly owned subsidiary or affiliate of the Declarant or entity owned by the parent company of the Declarant or development partners of the declarant shall be exempt from the provisions of this Article VIII and shall not be required to obtain approval of the Committee.

**ARTICLE IX. MAINTENANCE, REPAIRS, ADDITIONS AND REPLACEMENTS**

**Section 1. Maintenance Obligations of Owners.** Subject to the duty of the Association to provide for maintenance as provided in this Declaration, it shall be the duty of each Owner in the Project at his sole cost and expense, subject to the provisions of this Declaration regarding Committee approval, to maintain, repair, replace and restore the Lots and Units thereon as may be subject to their respective control or jurisdiction in a neat, sanitary and attractive condition subject to reasonable rules and regulations of the Board. In the event that any portion of the Lots or Units fall into disrepair, or is not so maintained so as to thereby

create a dangerous, unsafe, unsightly or unattractive condition, or to otherwise violate this Declaration or rules and regulations promulgated by the Board as may violate this Declaration or rules and regulations promulgated by the Board as may be amended from time to time, the Committee or the Association shall have the right, but not the duty, upon fifteen (15) days' prior written notice, except in cases of emergency, in which event, the aforescribed notice shall be dispensed with, to correct such condition and to enter upon such Lot to make such repairs, replacement or to perform such maintenance, and the cost thereof shall be charged to the appropriate Owner. Said cost shall be a Special Assessment and shall create a lien upon all the affected Lots enforceable in the same manner as other Assessments as set forth in this Declaration. The Owners of such Lots shall pay promptly all amounts due for such work, and the costs and expenses of collections may be added, at the option of the Board, to the amounts payable by each such Owner. Owners shall also be obligated to maintain their yards and lawn in a neat and clean fashion, and in the event they fail to do so, the Committee or the Association may do so upon ten (10) days prior notice to the Owner. Any amount expended by the Association or Committee in such yard maintenance shall be a Special Assessment to be levied against the negligent Owner and his Lot. Each Owner shall also be obligated to operate, maintain, repair and replace that certain light fixture located nearest to the street on the front of their home as originally specified by Declarant and installed by Owner, which obligation shall include the cost of supplying the power consumed by their illumination, whether it be electricity or gas.

**Section 2. Maintenance Repairs, Additions and Replacements by the Association.** Subject to the provisions of Section 1 of this Article, the Association shall maintain, or provide for the maintenance and repair of, all of the Common Properties and all Improvements thereon, including Recreational Facilities, commonly metered utilities, the interior and exterior of the guardhouse, and any and all utility facilities and buildings on the Common Properties. In addition, the Association shall provide all necessary landscaping, landscape irrigation and timers and gardening to properly maintain and periodically replace when necessary the trees, plants and grass and other vegetation which are on the Common Properties including, but not limited to, the Land located outside any perimeter walls and fences along public rights of ways. All of the foregoing obligations of the Association shall be discharged when and in such manner as the Board shall determine in its judgment be appropriate. The Board shall be permitted to make alterations and additions to the Common Properties provided, however, that where the cost of such alterations or additions exceeds \$10,000.00, the prior written consent or vote of those Members holding at least sixty-seven percent (67%) of the voting interest of all of the Members approve such alterations or additions and the expenditures caused thereby. Any such expenses caused by alterations and additions to the Common Properties shall be a Common Expense assessed as a Common Assessment.

**Section 3. Reconstruction After Damage.** The Owner of any Lot which has suffered damage shall apply to the Architectural Committee for Application for reconstruction, rebuilding or repair of the Improvements therein. Application for such approval shall be made in writing, together with full and complete plans and specifications, working drawings and elevations showing the proposed reconstruction and the end result thereof. The Committee shall grant such



approval only if upon completion of the work, the exterior appearance and design will be substantially similar to that which existed prior to the date of the damage or is otherwise acceptable to the Board. Failure of the Committee to act within thirty (30) days after receipt of such a request in writing, together with all information and documentation requested by the Committee, including, without limitation, the drawings and plat plans showing the full and complete nature of the proposed changes, shall constitute approval thereof. If the obligation for repair falls upon the Association, Committee approval will not be required prior to the commencement of such work.

**Section 4. Time Limitation.** The Owner or Owners of any damaged Lot, the Association and the Committee shall be obligated to proceed with all due diligence hereunder, and the responsible party shall commence reconstruction within three (3) months after the damage occurs, and complete reconstruction within one (1) year after damage occurs, unless prevented by causes beyond their reasonable control.

**ARTICLE X. USE RESTRICTIONS**

All real property comprising the Project shall be held, used and enjoyed subject to the following limitations and restrictions, subject to the exemption of Declarant in Article XX hereof.

**Section 1. Nuisances.** No noxious or offensive activity shall be carried on in any Buildings, Improvements, Lot or Common Properties located in the Project Nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any Owner. No loud noises or noxious odors shall be permitted in any such Buildings, Improvements, Lot or on the Common Properties, and the Board shall have the right to determine in accordance with the By-Laws if any noise, odor or activity constitutes a nuisance. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smoky vehicles, large power equipment or large power tools, unlicensed off-road motor vehicles, or any items which may unreasonably interfere with television or radio reception of any Owner shall be located, used or placed on any portion of such Buildings, Improvements, Lot or Common Properties, or be exposed to view of other Owners, without the prior written approval of the Board.

**Section 2. No Signs or Flags.** No signs, posters, displays, billboards, or other advertising devices or flags of any kind, including, but not limited to, "for rent," "for sale," or "open" signs or flags, shall be displayed to the public view on any portion of the Lot or building and/or the Common Properties without the written approval of the Committee. Notwithstanding the foregoing, the Declarant, its agents, successors or assigns, may advertise during the construction, sale and leasing period by use of such signs, flags and advertising devices as the Declarant may deem appropriate in Declarant's sole discretion.

This is a copy of the original document.

**Section 3. Parking and Vehicular Restrictions.** Parking in the Project shall be restricted to garages (for those units having garages) and the parking apron appurtenant to each Unit and in no other place, unless specifically designed for parking on the Plat or by the Committee. Only four wheel passenger automobiles, non-commercially marked pickup trucks, or passenger vans (with full seating capacity and side windows installed) shall be placed or parked in the Project in public view, including, but not limited to, the parking apron appurtenant to each Unit. No trailers or habitable motor vehicles of any nature, motorcycles, service vehicles, commercially marked trucks or "pick-ups" or panel vans, non-passenger vehicles, equipment, implements or accessories shall be kept, stored, or parked overnight on any part of the Project unless the same are fully enclosed within the garage, if any, located on such Lot and/or said vehicles and accessories are screened from view by a screening structure or fencing approved by the Architectural Review Committee, and said vehicles and accessories are in operable condition. No boats, on or off trailers, or boat trailers may be parked on any part of the Project except within an enclosed garage. No vehicles, including service vehicles, shall be permitted to park on streets overnight. The prohibition of parking certain vehicles shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery and other commercial services, nor shall same apply to the Declarant, its contractors, subcontractors guests, licensees or builders and employees or Bulk Purchasers during periods of construction of Units by Declarant or Bulk Purchasers. No maintenance or repair shall be performed upon any boat or motor vehicle upon any of the Lots within the Project except within an enclosed garage which is totally removed from public view. In addition to the foregoing parking and vehicular restrictions, each Owner shall be subject to reasonable parking and vehicular restrictions adopted from time to time by the Association.

**Section 4. Animal Restriction.** No animals, livestock, reptiles or poultry of any kind shall be raised, bred or kept on the Project. No dog, cat or other pet may run loose (unleashed) on the Project. All owners of pets shall be responsible for and shall clean up any excretions of their pets. Any pet which in the sole discretion of the Association is or becomes a nuisance shall, upon notice to Owner, be removed from the Property.

**Section 5. Trash.** No rubbish, trash, garbage or other waste material shall be kept or permitted on the Project except in containers located in appropriate areas or in plastic bags, and no odor shall be permitted to arise therefrom, so as to become offensive or detrimental to any other property in the vicinity thereof, or to its occupants. No clothing or household fabrics shall be hung, dried or aired, and no lumber, grass, shrub or tree clippings or plant waste, metals, bulk material or scrap or refuse or trash shall be kept, stored or allowed to accumulate on any portion of the Project except within an enclosed structure appropriately screened from view. Trash containers and plastic bags containing trash shall be permitted to be placed on the front of any dwelling unit abutting the Common Properties or the streets only on the scheduled day for trash removal, and same must be removed on that same day and placed on the Lot Owners' property hidden from view from the Common Areas. The Declarant and any builder with a Unit under construction shall be expressly exempt from this restriction.

**Section 6. Temporary Building; Further Parking Limitations.** Except as expressly provided hereby, no outbuilding, basement, tent, shack, shed, or other temporary building or Improvements or any kind shall be placed upon any portion of the Project either temporarily or permanently except as may be required by Declarant or Bulk Purchasers during construction of a Unit. No trailer, camper, motor home or recreation vehicle or boat shall be allowed to be parked in any guest parking space. The Declarant and any Bulk Purchaser shall be expressly exempt from this restriction.

**Section 7. Outside Installation.** No external radio antenna, television antenna or other antenna or satellite reception dish of any type shall be erected or maintained in the Buildings or elsewhere in the Project.

**Section 8. Insurance Rates.** Nothing shall be done or kept in the Common Properties or Lots which will increase the rate of insurance of any property insured by the Association without the approval of the Board, nor shall anything be done or kept in the Buildings, Lots or on the Common Properties which would result in the cancellation of insurance on any property insured by the Association or which would be in violation of any law.

**Section 9. Garages.** Garages may be permanently enclosed or converted to other uses with the prior written approval of the Architectural Control Committee. Garage doors shall be kept in the close position except when vehicles are entering or leaving.

**Section 10. Mailboxes.** The design, size and type of mailbox shall be approved in advance by the Committee.

**Section 11. Alarms.** No owner may install an audible security alarm without the prior written approval of the Association.

**Section 12. Underground Wires.** All electrical conduits and hook-ups shall be kept underground. No overhead wires, poles or overhead facilities of any kind for electrical, telephone or TV service will be permitted. All antennas or aerials, if any, must be of the concealed type installed inside attic space. Owners shall not be permitted to install "satellite dishes."

**Section 13. Common Properties Facilities.** Nothing shall be added, altered, maintained or constructed in or removed by any Owner from the Common Properties except upon the written consent of the Association.

**Section 14. Energy and Water Saving Devices.** Units shall be constructed utilizing energy and water saving devices including energy saving refrigerators and motors and water saving closets.

**ARTICLE XI. DAMAGE OR DESTRUCTION TO  
COMMON PROPERTIES OR UNITS**

**Section 1. Damage to Units.** In the event a Unit is damaged or destroyed through act of God or other casualty, the Unit Owner shall promptly cause his Unit to be repaired and rebuilt substantially in accordance with the original architectural plans and specifications relating thereto. The Unit Owner shall commence such repair and reconstruction promptly and in good faith proceed diligently and continuously thereafter to complete same as soon as reasonably possible. It shall be the duty of the Committee or the Association to enforce such repair or rebuilding of the Unit to comply with this responsibility. To accomplish the requirements of this Section, each Owner shall insure his Unit at the highest insurable value and shall have the Association named as an additional insured in said policy.

**Section 2. Damage to Common Properties.**

a. In the event of damage to or destruction of the Common Properties, if the insurance proceeds are sufficient to effect total restoration, then the Association shall cause such Common Properties to be repaired and reconstructed substantially as it previously existed.

b. If the insurance proceeds are within Twenty Thousand and no/100 Dollars (\$20,000.00) or less of being sufficient to effect total restoration to the Common Properties, then the Association shall cause such Common Properties to be repaired and reconstructed substantially as it previously existed and the difference between the insurance proceeds and the actual cost shall be levied as a Capital Improvement Assessment equally against each of the Owners.

c. If the insurance proceeds are insufficient by more than Twenty Thousand and no/100 Dollars (\$20,000.00) to effect total restoration to the Common Properties, then by written consent or vote of the Members holding at least sixty-seven (67%) of the voting interests of all Members, they shall determine whether (1) to rebuild and restore the Common Properties in substantially the same manner as they existed prior to damage and to raise the necessary funds over the proceeds by levying Capital Improvement Assessments against all Lots; (2) to rebuild and restore in a way which is less expensive than replacing these Improvements in substantially the same manner as they existed prior to being damaged; or (3) subject to the approval as provided for in Article V, Section 4, to not rebuild and to retain the available insurance proceeds. Anything to the contrary herein notwithstanding, no decision not to rebuild or to rebuild in a manner which would result in a change in the Improvements shall be effective without the written approval of the Declarant as long as the Declarant owns any Land which is or may be made subject to this Declaration.

**ARTICLE XII. INSURANCE**

**Section 1. Common Properties.** The Association shall keep all improvements and fixtures located on the Common Properties insured against loss or damage by fire or other

This is a copy of the original document.

casualty for the full insurable replacement value thereof (with reasonable deductibles), and may obtain insurance against such other hazards and casualties as the Association may deem desirable, provided, however, that such coverage should be at least One Million Dollars (\$1,000,000.00) for bodily injury and property damage for any single occurrence. Such policy shall provide for at least ten (10) days written notice to the Association before the insurer can cancel or subsequently modify it. The Association may also insure any other property, whether real or personal, owned by the Association, against loss or damage by fire, and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Except as expressly otherwise provided, premiums for all insurance carried by the Association are Common Expenses included in the Common Assessments made by the Association.

**Section 2. Replacement or Repair of Property.** In the event of damage to or destruction of any part of the Common Properties, the Association shall repair or replace the same from the insurance proceeds available, subject to the provisions of Article XI of this Declaration.

**Section 3. Waiver of Subrogation.** As to each policy of insurance maintained by the Association which will not be voided or impaired thereby, the Association hereby waives and releases all claims against the Board, the Owners, the management Company, Declarant, and the agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement by said persons, but only to the extent that insurance proceeds are received in compensation for such loss.

**Section 4. Liability and Other Insurance.** The Association shall obtain comprehensive public liability insurance, including medical payment and malicious mischief, in such limits as it shall deem desirable, insuring against liability for bodily injury, death and property damage arising from the activities of the Association and its Members, or with respect to property under its jurisdiction. In the event any part of the Common Property's Improvements are in a Special Flood Hazard Area, the Association and its Members, or with respect to property under its jurisdiction. In the event any part of the Common Property's Improvements are in a Special Flood Hazard Area, the Association shall maintain a "master" or "blanket" policy of flood insurance with premiums to be Common Expenses. The Association may also obtain Workmen's Compensation insurance and other liability insurance as it may deem desirable, insuring each Lot Owner and the Association, Board and Management Company, from liability in connection with the Common Properties, the premiums for which shall be Common Expenses and included in the Common Assessments made against the Lot Owners. All insurance policies may be reviewed at least annually by the Board and the limits increased in its discretion. The Board may also obtain such errors or omissions insurance, indemnity bonds, fidelity bonds and other insurance as it deems advisable, insuring the Board and the Management Company against any liability for any act or omission in carrying out their obligations hereunder, or resulting from their membership on the Board or any committee thereof.

This is a  
COPY

**Section 5. Owner's Insurance.** EACH OWNER SHALL BE OBLIGATED TO MAINTAIN INSURANCE ON HIS LOT AND ANY IMPROVEMENTS THEREON (IN FULL INSURABLE VALUE AS TO THE LOSS OR DAMAGE BY FIRE OR OTHER CASUALTY), AS WELL AS LIABILITY INSURANCE AND INSURANCE INSURING HIS PERSONAL PROPERTY. EACH OWNER SHALL FURNISH PROOF OF SUCH COVERAGE TO THE ASSOCIATION UPON REQUEST.

**ARTICLE XIII. MORTGAGEE PRIVILEGES**

**Section 1. Approval of First Mortgagees.** As long as there is any mortgage on the Property that has been purchased or for which a commitment to purchase has been issued by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, the following actions will require the prior written approval of two-thirds (2/3) of record of all first mortgage liens on Lots within the Property:

- (i) the alienation or encumbrance of the Common Properties by the Association, other than the granting of easements for utilities, water distribution systems, cable and/or satellite televisions systems or easements for similar or related purposes or easements described in Article II, Sections 3, 4, 5, 8, 9 and 10, and Article XIV hereof;
- (ii) the abandonment or termination of the Association;
- (iii) any change in the voting rights provided herein;
- (iv) any change in the method for determining assessments, assessment liens or the priority of assessment liens;
- (v) any change in the method of establishing reserves for maintenance, repair, and replacement of Common Properties;
- (vi) any change in responsibility for maintenance and repairs;
- (vii) any reallocation of interest in the Common Properties, or rights to their use;
- (viii) any redefinition of any Unit Boundaries;
- (ix) any convertability of Units into Common Properties or vice versa;
- (x) expansion or contraction of the Project, or the addition, annexation, or withdrawal of property to or from the Project, except for the inclusion of the property contained in the Plat;

- (xi) any change in insurance or fidelity bond requirements;
- (xii) any change in requirements for leasing of Units;
- (xiii) imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit;

When Unit Owners are considering termination of the legal status of the Project for reasons other than substantial destruction or condemnation of the Property, eligible mortgage holders that represent at least sixty-seven percent (67%) of the votes of the mortgaged Units must consent to such termination. In the event an eligible mortgage holder fails to approve or disapprove such proposed termination of the legal status of the Project for a period of thirty (30) days after receiving written notice of the proposal by certified mail, return receipt requested, such termination shall be deemed approved.

**Section 2. Rights of First Mortgagees.** As long as there is any mortgage on the property that has been purchased or for which a commitment to purchase has been issued by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, the holder of record of the first mortgage on any Property shall have the following rights:

- (i) to pay the taxes or the charges which are in default against any of the Common Properties;
- (ii) to pay overdue premiums on hazard insurance policies for the Common Properties;
- (iii) to secure new hazard insurance coverage for the Common Properties after lapse of the existing coverage.

In the event any First Mortgagee makes any of the aforementioned payments, such First Mortgagee shall be entitled to reimbursement from the Association for such payments, and the expense of making such reimbursements shall be deemed Common Expenses of the Association.

**Section 3. Liens on Mortgaged Lots.** Where an Institutional First Mortgagee obtains title to a Lot as a result of foreclosure, such Institutional Mortgagee, its successors and assigns shall not be liable for Assessments pertaining to such Unit which became due prior to the acquisition of title unless such Assessments are secured by a Claim of Lien which was recorded prior to the recording of such mortgage. Such unpaid Assessments shall become Common Expenses collectible from all of the Lot Owners, including such acquirer, its successors and assigns.

**Section 4. Sale, Lease or Mortgage of Lots.** An Institutional First Mortgagee holding a mortgage on a Unit who becomes an owner of that Unit through foreclosure or by deed in lieu of foreclosure, or whomsoever shall become the acquirer of title at the foreclosure

sale of an Institutional First Mortgage or the lien of Common Expenses, shall have the unqualified right to sell, lease or otherwise transfer said unit and/or to mortgage said Unit without prior offer to or approval of the Board.

**Section 5. Priority.** The lien of an Institutional First Mortgage shall have priority over the Association's lien for Assessment, if said mortgage was recorded prior to the recording of a Claim of Lien by the Association.

**Section 6. Notice.** An Institutional First Mortgagee, upon written request to the Association, is entitled to written notification from the Association of (1) any default in the performance by a Lot Owner whose Lot is encumbered by the Mortgage, of any obligation under this Declaration which is not cured with sixty (60) days; (b) any condemnation loss or casualty loss which affects a material portion of the Association Property or of the encumbered Lot; (c) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and (d) any proposed action which would require the consent of a specified percentage of mortgage holders. In addition to the foregoing, any holder of a first mortgage is entitled, upon written request, to a financial statement of the Association for the immediately preceding fiscal year.

**Section 7. Declarant's Exemption.** Any provision of this Declaration granting exemptions to the Declarant from the terms or restrictions hereof, or granting any special rights, shall likewise apply to any Institutional First Mortgagee which becomes either the immediate successor in title to the Declarant or acquires title to all or any unsold units of Declarant by way of foreclosure, deed in lieu thereof, or otherwise.

The provisions of this Article shall apply notwithstanding anything to the contrary contained elsewhere in this Declaration.

#### ARTICLE XIV. ENCROACHMENTS; EASEMENTS

**Section 1. Encroachments on Lots or Common Properties.** In the event any portion of any roadway, walkway, parking area, driveway, Unit, foundation, footing, roof drainage system, roof, trellis, water lines, sewer lines, utility lines, sprinkler system or any other structure as originally constructed by Declarant or its designee, successor or assign, overhangs or encroaches on any Lot or Common Properties, it shall be deemed that the Owner of such Lot or Common Properties has granted a perpetual non-exclusive easement to the owner of the adjoining Lot or Common Properties or the Association as the case may be, for continuing maintenance and use of such overhanging or encroaching roadway, walkway, parking area, Unit, foundation, footing, drainage system, roof, trellis, water line, sewer line, utility line, sprinkler system or other structure originally constructed by the Declarant. The foregoing shall also apply to any replacements of any such roadway, walkway, parking area, Unit, foundation, footing, drainage system, roof, trellis, water lines, sewer lines, utility lines, sprinkler system or any other structure, if same are constructed in substantial conformance to the original. The foregoing provisions shall be perpetual in duration and shall not be subject to amendment.



This is a copy of the original document.

**Section 2. Easements of Support.** Whenever any structure included in the Common Properties adjoins any structure included in any other portion of the Project, each such structure shall have and be subject to an easement of support and necessity in favor of the other structure.

**Section 3. Construction and Sales.** The Declarant, its successors and assigns, and its or their agents, employees, contractors, subcontractors and suppliers (herein collectively referred to in this Section 3 as the "Work Crew"), shall have an easement of ingress and egress over and across the Common Properties to construct, erect, maintain, repair and replace, from time to time, one or more signs on the Common Properties for the purpose of advertising the sale or lease of Lots. The Work crew shall have a perpetual non-exclusive easement of ingress and egress of pedestrians, vehicles and construction-related traffic over and across Lots for the purpose of constructing, reconstructing, installing, maintaining, improving, removing and inspecting any Unit or other Improvements upon any adjoining Lot. The Work Crew shall have the right at all reasonable times, after prior notice to the owners of the affected Lots, to use and enjoy the easement herein granted; provided, however, the Work Crew shall restore the Lots, including all Improvements thereon, affected by its exercise of its rights hereunder to the condition thereof immediately prior to its exercise of its rights hereunder. The Declarant reserves to itself the easements, licenses, rights and privileges and the right to grant and further reserve easements and rights-of-way in, through, under, over and across the Common Properties for the installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage, cable television, and other utilities and for any other materials or services necessary for the completion of the work. The Declarant, its successors, employees, assigns and purchasers, also reserve the right to connect with and make use of the utility lines, wires, pipes, conduits, cable television, sewers and drainage lines which may from time to time be in or along the streets and roads or other areas of the Common Properties.

The Declarant and its successors, assigns, invitees, licensees, contractors and employees shall have a non-exclusive easement in, on, over and across the Common Properties, in connection with the development of the Project for (i) construction, installation, maintenance, ingress to and egress from and the right to use, including the right to use (in common with other Owners) any open parking spaces and tap into all storm drainage facilities, water, sewer and other utility lines, pipes, conduits, flues, ducts, wires and cable television and other utility lines servicing or located on the Common Properties, provided such easement and use does not prevent or unreasonably interfere with the use of the Common Properties as intended, and (ii) ingress to and egress from all land areas of the Common Properties (including the private roads if any and the use of said land areas (in common with Owners) for any lawful purpose, and (iii) to erect, maintain, repair and replace from time to time one or more signs on the Common Properties for the purposes of advertising the sale of Units in the Project and the leasing of space in any Unit and for the purposes of advertising the sale of Units which may be constructed by Declarant on land in or in the vicinity of the Project. The Association reserves the right to establish, grant and create easements for any additional underground electric, transformer, amplifier, gas, cable television, telephone, water, storm drainage, sewer or other utility liens and appurtenances in, under, over and/or through the Common Properties, to relocate any existing utility, sewer and drainage easements in any portion of the Common Properties and to

dedicate any or all of such facilities to any governmental body, public benefit corporation or utility company if the Association shall deem it necessary or desirable for the proper operation and maintenance of the Common Properties or any portion thereof, or for the general health or welfare of any Owner, provided that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the use of any Unit for dwelling purposes. Any utility company or public benefit corporation furnishing services to the Common Properties, and the employees and agents of any such company or corporation, shall have the right of access to the Common Properties in furtherance of such easements, provided such right of access is exercised in such a manner as not unreasonably to interfere with the use of any Unit.

**Section 4. Limited Right of Attachment and Encroachment.** Each Unit constructed upon a Lot shall enjoy and shall be subject to a perpetual limited right of attachment to and encroachment upon the Unit constructed upon the adjacent Lot, for the purpose of installation of certain improvements, including but not limited to screen enclosures, trellises, and the like. The type of improvement and method of attachment shall be subject to the prior written approval of the Committee. Whenever any structure or improvement on one lot as originally installed by the Association, adjoins any structure or Unit constructed upon the adjacent Lot, each said structure shall have and be subject to an easement of support and necessity in favor of the other structure.

**Section 5. Pipes, Wires, Ducts, Vents, Cables, Conduits, Public Utility Lines, Etc.** The Association and Declarant, as long as the Class B Membership exists, shall each have a non-exclusive easement to use, maintain, repair, alter and replace all pipes, wires, ducts, vents, cables, conduits, public utility lines, and similar or related facilities located in the Project and serving the Common Properties. Each part of the Project shall be subject to an easement in favor of the Association and Declarant to use, maintain, repair, alter and replace the pipes, wires, ducts, vents, cables, conduits, public utility lines and other similar or related facilities located in such part of the Project and also serving other parts thereof.

**Section 6. Zero-Lot Line Maintenance Easement.** In the event any portion of a Unit as originally constructed is located on or near the Lot boundary line separating the Lot upon which the Unit is constructed (the "Unit Lot") from the adjoining Lot (the "Adjoining Lot"), then the Owner of the Unit Lot shall enjoy and the Adjoining Lot shall be subject to a perpetual non-exclusive easement over, under, across and through a five (5) foot wide strip of the Adjoining Lot which abuts and runs parallel to their common Lot boundary line. The purpose of this easement is to allow the Owner of the Unit Lot to maintain and repair portions of his Unit which are easily accessible only from the Adjoining Lot. The Owner of the Unit Lot shall have the right at all reasonable times, after prior notice to the Owner of the Adjoining Lot to use and enjoy the easement herein provided in order to perform work relating to the maintenance and repair of his Unit. This easement shall also apply for the maintenance of shrubbery located upon the Unit Lot. Any damage done by an Owner to an adjoining Lot shall be repaired immediately by the Owner causing such damage.

**ARTICLE XV. THE LAKES AND/OR PONDS**

The Association shall have the obligation to maintain and insure those portions of lakes and/or ponds, if any, owned by or dedicated to the Association and not dedicated or conveyed to any governmental and quasi-governmental drainage districts or agencies having jurisdiction over the Project, which abut any of the Lots or portions of the Common Properties. Lot Owners shall be prohibited from any use of the lakes and/or ponds, except for such uses which may be permitted pursuant to the prior written approval of the Association.

#### ARTICLE XVI. ENTRY FEATURE AND ROADWAYS

A portion of the Common Properties, including a portion of the right-of-way located at the main entrance of the Project may, at the sole discretion of the Declarant, contain an entry feature (consisting of a landscaped berm area and a Project sign) and roadways containing street lights. All of such improvements, if constructed, shall be maintained by the Association, the expenses of which is to be a Common Expense.

#### ARTICLE XVII. GENERAL PROVISIONS

**Section 1. Enforcement.** This Declaration, the Rules, the Articles and the By-Laws may be enforced by the Association as follows:

a. Breach of any of the covenants contained in the Declaration or the By-Laws or Rules and the continuation of any such breach may be enjoined, abated or remedied by appropriate legal proceedings by the Declarant or the Association. Any judgment rendered in any action or proceeding in favor of Declarant or the Association pursuant hereto shall include attorneys' fees (at all trial and appellate levels) in such amount as the court may deem reasonable, as well as the amount of any delinquent payment, interest thereof, costs of collection and court costs.

b. The result of every act or omissions whereby any of the covenants contained in this Declaration or the By-Laws or the Rules are violated in whole or in part is hereby declared to be and shall constitute a nuisance, and every remedy allowed hereunder and by law or equity with respect to nuisances, whether public or private, shall be applicable and may be exercised by the Declarant or the Association or their successors-in-interest.

c. Violation or non-compliance of any term, condition, or covenant of this Declaration, the Articles, the By-Laws or the Rules may result in a fine or penalty being imposed as provided herein, in the Articles, the By-Laws or Rules.

d. The remedies herein provided for breach of the Covenants contained in this Declaration or in the Articles, By-Laws or Rules shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

e. The failure of the Association to enforce any of the covenants contained in this Declaration or in the By-Laws or Rules shall not constitute a waiver of the right to enforce the same thereafter.

f. A breach of the covenants, conditions or restrictions contained in this Declaration, the Articles, the By-Laws or the Rules and Regulations of the Board shall not affect or impair the lien or charge of any mortgage given in good faith and for value on any Lot; provided, however, that any subsequent Owners of such Lot shall be bound by said covenants, whether such Owner's title was acquired by foreclosure sale or otherwise.

**Section 2. Severability.** In the event any provision, covenant, clause, paragraph, phrase, word or any portion of this Declaration, the Articles, the By-Laws or Rules, or application thereof to any person or circumstance shall be determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Declaration, the Articles, the By-Laws or Rules or the application of such provision to such person or circumstance, other than those to which it is so determined invalid or unenforceable, shall not be affected thereby and each remaining provision, covenant, clause, paragraph, phrase, word or portion thereof shall be valid and enforceable to the fullest extent permitted by law.

**Section 3. Term.** Subject to the amendment provisions of Section 5 hereof, the covenants and restrictions of this Declaration shall run with and bind the Properties covered hereby, and shall inure to the benefit of and be enforceable by the Association, the Declarant, Palm Beach County, and their respective successors and assigns, for a term of forty (40) years from the date this Declaration is recorded, after which time said covenants, conditions, easements, reservations of easement, equitable servitudes and restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument, approved by the then Owners of seventy-five percent (75%) of their Lots and their mortgagees and the Palm Beach County has been recorded revoking said covenants.

**Section 4. Interpretation.** The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a community and for the maintenance of community facilities and Common Properties. The article and section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. Unless the context requires a contrary construction, the singular shall include the plural and the singular, and the masculine, feminine and neuter genders shall each include the other.

**Section 5. Amendments.** This Declaration may be amended by the Association by the Affirmative vote or written consent of the Owners holding not less than sixty-seven percent (67%) of all the votes of the Class A Memberships and the Class B Membership; provided, however, that no amendment shall be permitted which has a material adverse effect upon substantial rights of a First Mortgagee, as more specifically set forth in Article XIII, Sections 1 and 2 hereof.

**Section 6. No Public Right or Dedication.** Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any part of the Common Properties to the public, or for any public use.

**Section 7. Constructive Notice and Acceptance.** Every person who owns, occupies or acquires any right, title, estate or interest in or to any Lot or other portion of the Project shall be conclusively deemed to have consented and agreed to every limitation, restriction, easement, reservation, condition and covenant contained herein, whether or not any reference hereto is contained in the instrument by which such person acquired an interest in such Lot or other property.

**Section 8. Notice.** Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of the same has been deposited in the United States Mail, postage prepaid, addressed to any person at the address given by such person to the Association for the purpose of service of such notice, or to the Lot of such person if no address has been given to the Association. Such address may be changed from time to time by notice in writing to the Association.

**Section 9. No Representations or Warranties.** NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, HAVE BEEN GIVEN OR MADE BY DECLARANT OR ITS AGENTS OR EMPLOYEES IN CONNECTION WITH ANY LOT, UNIT OR PORTION OF THE COMMON PROPERTIES, ITS PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR IN CONNECTION WITH THE SUBDIVISION, SALE, OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES OR REGULATION THEREOF, EXCEPT AS SPECIFICALLY AND EXPRESSLY SET FORTH IN THIS DECLARATION.

**Section 10. Adjustment of Amount.** All references in this Declaration to specific dollar amounts shall be adjusted on the fifth anniversary of the recording of this Declaration, and five years thereafter, so that the adjusted amount will have the same purchasing power as the amount applicable in the year this Declaration was recorded. The index to be employed is the index numbers of Retail Commodity prices designated "CONSUMER PRICE INDEX - U.S. CITY AVERAGE, ALL ITEMS" prepared by the Bureau of Labor Statistics of the U.S. Department of Labor. In the event the U.S. Department of Labor ceases to prepare and to publish those retail commodity index numbers, the adjustment of amounts thereafter shall be according to the most closely comparable commodity index designated by the U.S. Department of Labor and if it is not designated by that department, then the most closely comparable index as determined by the Board.

**Section 11. Claims by Association.** The Association shall not finance, institute, bring, support, encourage, or participate in any litigation, proceeding, or other action involving damages claimed in excess of \$20,000.00 without first obtaining the prior approval of the Board

and the affirmative vote of the Owners entitled to cast sixty-seven percent (67%) of the total votes of all classes of membership then existing.

**ARTICLE XVIII. FHA - VA - FNMA - FHLMC APPROVAL**

As long as there is a Class B Membership, and any mortgage that has been purchased or for which a commitment to purchase has been issued by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation or a mortgage that is insured by the Federal Housing Administration or guaranteed by the Veteran's Administration, the following actions will require the prior approval of the Federal Housing Administration, the Veteran's Administration, the Federal National Mortgage Association, or the Federal Home Loan Mortgage Corporation, as the case may be: (i) annexation of additional properties, other than those described in the Plat; (ii) dedication of Common Properties, other than as set forth on the Plat; or (iii) the material amendment of this Declaration, otherwise said approval will not be required.

**ARTICLE XVII. FINES**

**Section 1. Compliance.** Every Lot Owner and his tenants, guests, invitees and agents shall comply with the provisions of this Declaration, the Articles, By-Laws and all Rules as same exist and may be adopted from time to time by the Board.

**Section 2. Enforcement.** In addition to all other remedies available (and not in lieu thereof), failure to comply with the terms and provisions of this Declaration, the Articles, By-Laws, and such Rules shall be grounds for immediate action which may include, without limitation, an action to recover sums for damages, injunctive relief or any combination thereof. The Board shall have the right to suspend voting rights and use of the Common Elements in addition thereto.

**Section 3. Fines.** In addition to all other remedies, in the sole discretion of the Board, a fine or fines may be imposed upon a Lot Owner for failure of a Lot Owner, his tenants, family, guests, invitees or employees to comply herewith or with any rule or regulation provided the following procedures are followed:

a. **Notice.** The Board shall notify the Lot Owner of the infraction or infractions. Included in the Notice shall be the date and time of a special meeting of the Board, at which time the Lot Owner shall present reasons why penalties should not be imposed. At least ten (10) days' written notice of such meeting shall be given.

b. **Hearing.** The facts of non-compliance or violation shall be presented to the Board after which the Board shall hear reasons why penalties should not be imposed. A written decision of the Board shall be submitted to the Lot Owner not later than ten (10) days after the hearing.

c. **Penalties.** The Board may impose a Special Assessment or assessments against the Lot and the Owner as follows:

(1) First non-compliance or violation -- a written notice of non-compliance shall be sent to the Lot Owner;

(2) Second non-compliance or violation -- a fine not in excess of Fifty and no/100 Dollars (\$50.00);

(3) Third and subsequent non-compliance violation or violations which are of a continuing nature -- a fine not in excess of One Hundred and no/100 Dollars (\$100.00)

d. **Payment of Penalties.** Fines shall be paid no later than five (5) days after Notice of the imposition of same.

e. **Collection of Fines.** Fines shall be treated as a Special Assessment subject to the provisions for collection of Assessments as set forth in Article V.

f. **Non-Exclusive Remedy.** The fines provided for herein shall not be construed to be an exclusive remedy of the Association and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Lot Owner shall be deducted from or offset against any damage which the Association may otherwise be entitled to recovery by law.

## ARTICLE XX. DECLARANT'S EXCEPTIONS

**Section 1. Declarant's Exceptions in General.** Declarant and its successors or assigns will undertake the work of constructing Lots, Improvements relating thereto and the Common Property Improvements depicted on the Plat. The completion of that work and the sale, rental and other disposal of Lots is essential to the establishment and welfare of the Project as a community. As used in this Section and its subparagraphs, the words "its successors and assigns" specifically do not include purchasers of completed Lots. In order that said work may be completed and the Project established as a fully occupied community as rapidly as possible, no Owner nor the Association shall do anything to interfere with Declarant's activities. Without limiting the generality of the foregoing, nothing in this Declaration shall be understood or construed to:

a. Prevent Declarant, its successors or assigns, or its or their contractors or subcontractors, guests, licensees, builders or employees from doing whatever they determine to be necessary or advisable in connection with the completion of said work on any property owned or controlled by any of them or upon the Project, including without limitation, the alteration of its construction plan and designs as Declarant deems advisable in the course of development (all models or sketches showing plans for future development of the Project may be modified by the Declarant, its successors and assigns, at any time from time to time, without notice and without the approval of any Owner or the Association); or

This is a preliminary drawing.

b. Prevent Declarant, its successors or assigns, or its or their contractors, subcontractors or representatives, from erecting, constructing and maintaining on any property owned or controlled by any of them or upon the Project, such structures as may be reasonably necessary for the conduct of its or their business of completing said work and establishing the Project as a community and disposing of the same by sale, lease or otherwise; or

c. Prevent Declarant, its successors or assigns, or its or their contractors, subcontractors, from conducting on any property owned or controlled by any of them or upon the Project, its or their business of developing, subdividing, grading and constructing Improvements in the Project and of disposing of Lots therein by sale, lease or otherwise; or

d. Prevent Declarant, its successors or assigns, from determining in its sole discretion the nature of any type of improvements to be initially constructed as part of the Project; or

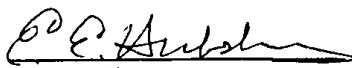
e. Prevent Declarant, its successors or assigns, or its or their contractors or subcontractors, from maintaining such sales offices and sign or signs on any property owned or controlled by any of them or upon the Project as may be necessary in connection with the sale, lease or other marketing of Lots in this Project or any other project being developed by Declarant.

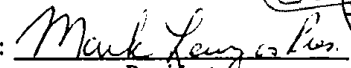
Section 2. Declarant's Exceptions to Architectural Control. Declarant shall be exempt from the provisions of Article VIII hereof and shall not be obligated to obtain Committee approval for any construction or changes in construction which the Declarant may elect to make.

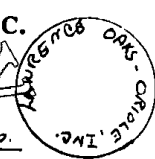
Declarant has caused this Declaration to be executed on the day and year first above written.


Signed, sealed and delivered in the presence of:

"DECLARANT"  
LAWRENCE OAKS-ORIOLE, INC.  
a Florida corporation

  
E. E. HUGSHMAN

BY:   
MARK LEUY, President



  
LYNDA J. HARRIS

Attest: \_\_\_\_\_  
, Secretary

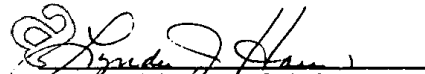


This is a certified copy

ORB 8539 Pg 423

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

The foregoing Declaration was acknowledged before me this 9th day of December, 1994, by MARK LEVY as President and Secretary of LAWRENCE OAKS-ORIOLE, INC., a Florida corporation.

  
Notary Public, State of Florida  
My Commission Expires:



LYNDA J. HARRIS  
NO. COMMISSION # CC418827 EXPIRES  
November 12, 1996  
INSURED THRU TROY FAIR INSURANCE, INC

This is a certified copy

This is not a certified copy

**EXHIBIT "A"**

**LEGAL DESCRIPTION ORB 8539 Pg 424**  
**DOROTHY H. WILKEN, CLERK PB COUNTY, FL**

All of MANOR FOREST PLAT 4, according to the Plat thereof  
as recorded in Plat Book 73, Page 194, Public Records of  
Palm Beach County, Florida.

THIS INSTRUMENT PREPARED BY:

Lynda J. Harris  
CARLTON, FIELDS, WARD, EMMANUEL,  
SMITH & CUTLER, P.A.  
P. O. Box 150  
West Palm Beach, FL 33402

JAN-07-1997 4:06pm 97-007767  
ORB 9604 Pg 1952  
1

ASSIGNMENT OF DECLARANT'S RIGHTS

THIS ASSIGNMENT, made as of the 13th day of December, 1996 by Lawrence Oaks-Oriole, Inc., a Florida corporation, hereinafter referred to as "Assignor", to LOWELL/RGB X, LTD., a Florida limited partnership, hereinafter referred to as "Assignee".

WITNESSETH:

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 DOLLARS (\$10.00) Dollars, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby grant, bargain, sell, transfer, convey and assign unto Assignee (i) all rights, privileges, benefits and protections of Assignor in, under, to and with respect to that certain Declaration of Covenants, Restrictions and Easements for Lawrence Oaks recorded in Official Records Book 8539, Page 384 and all exhibits thereto, Public Records of Palm Beach County, Florida, all as amended in Official Records Book 8539, Page 425, re-recorded in Official Records Book 8547, Page 460, and modified in Official Records Book 8963, Page 823, all of the Public Records of Palm Beach County, Florida (collectively the "Declaration"). (ii) all of Assignor's rights, privileges, benefits and protections under the Articles of Incorporation, By-Laws, rules and regulations and similar instruments creating, governing or pertaining to any homeowners' association established to administer and/or enforce the Declaration, and (iii) all of Assignor's rights, standing, benefits and privileges in, to under and as to all filings, registrations, acceptances, exemptions, approvals and authorizations, if any, made with or given by all federal and state real estate, land sales, securities, homeowners and similar offices, departments, bureaus, agencies and authorities as same pertain to the Declaration and the property subject thereto.

This Assignment is given and accepted with the express understanding and agreement, of which all persons are hereby placed on notice, that neither Assignee nor any of its general partners and each of their respective officers, directors, shareholders, employees, agents, affiliates, successors or assigns shall ever be deemed or held liable or responsible for any act or omission (whether intentional, unintentional, negligent or otherwise) of Assignor or any of its officers, directors, shareholders, employees, agents or affiliates under, with respect to, arising from or in any manner connected with any liability or obligations resulting from the "Declarant's" rights held by Assignor under the Declaration.

By execution of this Assignment Assignee hereby assumes all obligations of Assignor under the Declaration and agrees to defend, indemnify and save and hold Assignor harmless from any and against any and all duties, obligations, claims, demands, judgments, damages,

suits, actions, causes of action, liens, administrative orders, penalties, liabilities, fees or expenses (including reasonable and necessary court costs, attorneys' fees and expenses incurred on appeal or retrial) which may be paid, incurred or suffered by Assignor in connection with or relating to the Assignee's exercise of Declarant's rights under the Declaration arising subsequent to the date of this Assignment.

Inasmuch as Assignee did not prepare, proffer, execute or record the Declaration, its succession to Assignor's rights pursuant hereto and to any applicable provision of the Declaration shall in no manner give rise to or make applicable any rule or construction or interpretation of any provision of the Declaration which would result in the Declaration being more strictly construed against Assignee.

IN WITNESS WHEREOF, the Assignor and Assignee have hereunto caused these presents to be executed on the day and year first above written.

Signed, sealed and delivered  
in the presence of:

"ASSIGNOR"

LAWRENCE OAKS-ORIOLE, INC.,  
a Florida corporation

Jeannette Calderone  
Witness Signature  
JEANNETTE CALDERONE  
Print Name of Witness

By Richard D Levy  
Its C.E.O.

Michela Catapano  
Witness Signature  
Michela CATAPANO  
Printed Name of Witness

"ASSIGNEE"

LOWELL/RBG X, LTD., a Florida limited partnership

By Its General Partner:

Lowell Homes, Inc., a Florida corporation

Etheline E. Duncan  
Witness Signature  
Etheline E. Duncan  
Print Name of Witness

BY: [Signature]  
Its Jim [Signature]

Sheila J. Rhodes  
Witness Signature  
SHEILA J. RHODES  
Print Name of Witness

RBG X CORP., an Illinois corporation, its general partner

Tamara Knighten  
Witness Signature  
TAMARA Knighten  
Print Name of Witness

BY: [Signature]  
Its Vicki [Signature]

Teresa Kramer  
Witness Signature  
TERESA Kramer  
Print Name of Witness

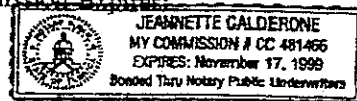
STATE OF FLORIDA  
COUNTY OF PALM BEACH

ORB 9604 Pg 1955  
DOROTHY H. WILKEN, CLERK PB COUNTY, FL

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of DECEMBER 1996, by RICHARD D. LEVY as C.E.O. of LAWRENCE OAKS-ORIOLE, INC., a Florida corporation who () is personally known to me or ( ) has produced \_\_\_\_\_ as identification and did (did not) take an oath.

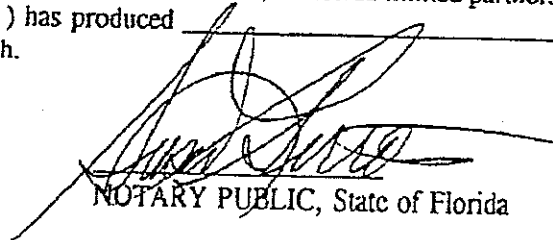
  
NOTARY PUBLIC, State of Florida

My Commission Expires:



STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 3 day of Dec, 1996, by ALAN HEARNE as V.P. of LOWELL HOMES, INC., a Florida corporation, which is general partner of LOWELL/RBG X, LTD., a Florida limited partnership who () is personally known to me or ( ) has produced \_\_\_\_\_ as identification and did (did not) take an oath.

  
NOTARY PUBLIC, State of Florida

My Commission Expires:

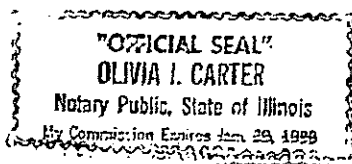


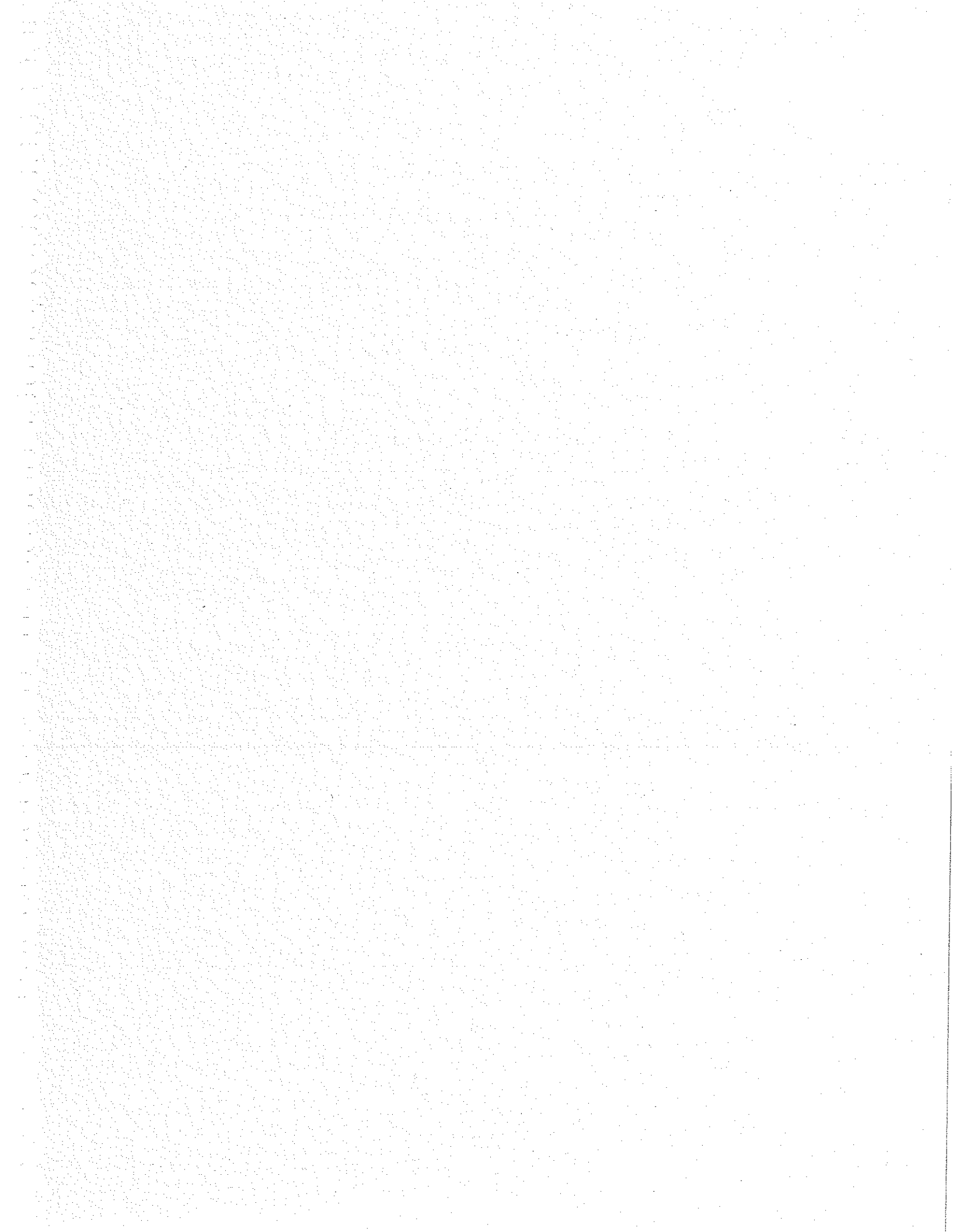
ILLINOIS  
STATE OF FLORIDA  
COUNTY OF PALM BEACH  
COOK

The foregoing instrument was acknowledged before me this 20 day of December 1996, by ROBERT S. ROSS as Vice President of LOWELL/RBG X, LTD., an Illinois corporation who () is personally known to me or ( ) has produced \_\_\_\_\_ as identification and did (did not) take an oath.

  
NOTARY PUBLIC, State of Florida

My Commission Expires: 1/30/99







✓ Land Design South  
see above

NOV-15-1996 1:11pm 96-400909  
DRE 9529 Pg 804

**RESTRICTIVE COVENANT AGREEMENT**

State of Florida

County of Palm Beach

Before the undersigned, an officer duly commissioned by the laws of the State of Florida

on this 7th day of November, 1996, personally appeared

who having been first duly sworn depose and say:

That Exhibit A (legal description of subject water management tract with designated planted littoral shelves), Exhibit B (final site plan certified at the Development Review Committee under Petition Number denoting the locations of the littoral areas or if not applicable, then a site plan denoting the locations of the littoral areas), Exhibit C (planting plans as approved by the Palm Beach County Department of Environmental Resources Management (ERM), are attached and incorporated hereto as part of this Restrictive Covenant Agreement, Exhibit D (paving and drainage plans), and Exhibit E signed and sealed (cross sections indicating 6:1 slopes)

That per the Palm Beach County Unified Land Development Code (ULDC), Section 7.6, Excavation, it is a punishable violation of Palm Beach County Laws, Ordinances, Codes, Regulations and approvals to alter the approved slopes, contours, or cross sections or to chemically, mechanically, or manually remove, damage, or destroy any plants in the reclaimed areas and planted littoral zone except upon the written approval from the Director of ERM or Zoning, as applicable. It is the responsibility of the owner or property owners association, its successors or assigns, to maintain the required survivorship and coverage of the reclaimed upland and planted littoral areas and to insure ongoing removal of prohibited and invasive non-native plant species from these areas. The littoral areas shall be constructed and perpetually maintained in compliance with the planting plan requirements of the ULDC, Section 7.6, Excavation, and planting plans as approved by ERM.

SIGNED: [Signature]  
(Name)

ATTEST: [Signature]

COMPANY: VANGUARD REALTY DEVELOPMENT

TITLE: ASSISTANT  
(Attest as to signature of Corporate Officer or Principal)

BY: HARVEY GELLER  
(Corporate Officer or Principal)

TITLE: PRESIDENT

STATE OF Florida

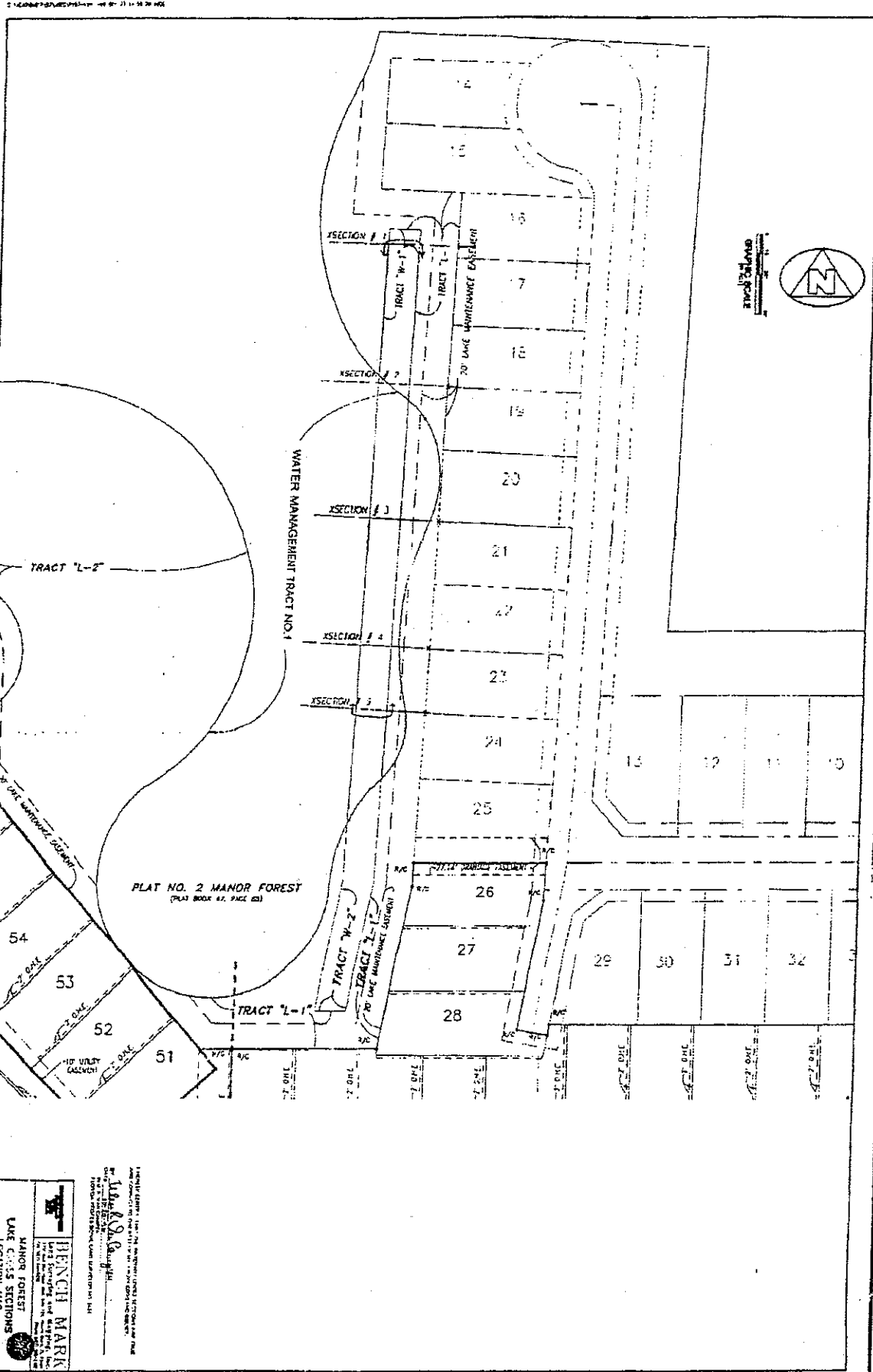
COUNTY OF Palm Beach

Before me personally appeared, Harvey Geller  
to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he/she executed such instrument for the purpose therein expressed

Witness my hand and official seal this 7th day of November, 1996

Notary Public  
Richard A. Jernan  
State of Florida  
Notary Public, State of Florida  
Commission No. CC 591688  
My Commission Expires 11/01/2000  
1-866-5-NOTARY - Fla. Notary Service & Bonding Co., Inc.





**BENCH MARK**  
 MANOR FOREST  
 LAKE CULS STATIONS  
 LOCATION MAP

MANOR FOREST  
 LAKE CULS STATIONS  
 LOCATION MAP

MANOR FOREST  
 LAKE CULS STATIONS  
 LOCATION MAP

MANOR FOREST  
 LAKE CULS STATIONS  
 LOCATION MAP

MANOR FOREST  
 LAKE CULS STATIONS  
 LOCATION MAP

MANOR FOREST  
 LAKE CULS STATIONS  
 LOCATION MAP

MANOR FOREST  
 LAKE CULS STATIONS  
 LOCATION MAP

MANOR FOREST  
 LAKE CULS STATIONS  
 LOCATION MAP

MANOR FOREST  
 LAKE CULS STATIONS  
 LOCATION MAP

MANOR FOREST  
 LAKE CULS STATIONS  
 LOCATION MAP

MANOR FOREST  
 LAKE CULS STATIONS  
 LOCATION MAP

MANOR FOREST  
 LAKE CULS STATIONS  
 LOCATION MAP

MANOR FOREST  
 LAKE CULS STATIONS  
 LOCATION MAP

MANOR FOREST  
 LAKE CULS STATIONS  
 LOCATION MAP

MANOR FOREST  
 LAKE CULS STATIONS  
 LOCATION MAP

MANOR FOREST  
 LAKE CULS STATIONS  
 LOCATION MAP

MANOR FOREST  
 LAKE CULS STATIONS  
 LOCATION MAP

MANOR FOREST  
 LAKE CULS STATIONS  
 LOCATION MAP

MANOR FOREST  
 LAKE CULS STATIONS  
 LOCATION MAP

MANOR FOREST  
 LAKE CULS STATIONS  
 LOCATION MAP

MANOR FOREST  
 LAKE CULS STATIONS  
 LOCATION MAP

MANOR FOREST  
 LAKE CULS STATIONS  
 LOCATION MAP

MANOR FOREST  
 LAKE CULS STATIONS  
 LOCATION MAP



# **BENCH MARK LAND SURVEYING & MAPPING, INC.**

**MEMBER FLORIDA SOCIETY OF PROFESSIONAL LAND SURVEYORS**

ORE 9529 Pg 806

DOROTHY H. WILKEN, CLERK PB COUNTY, FL

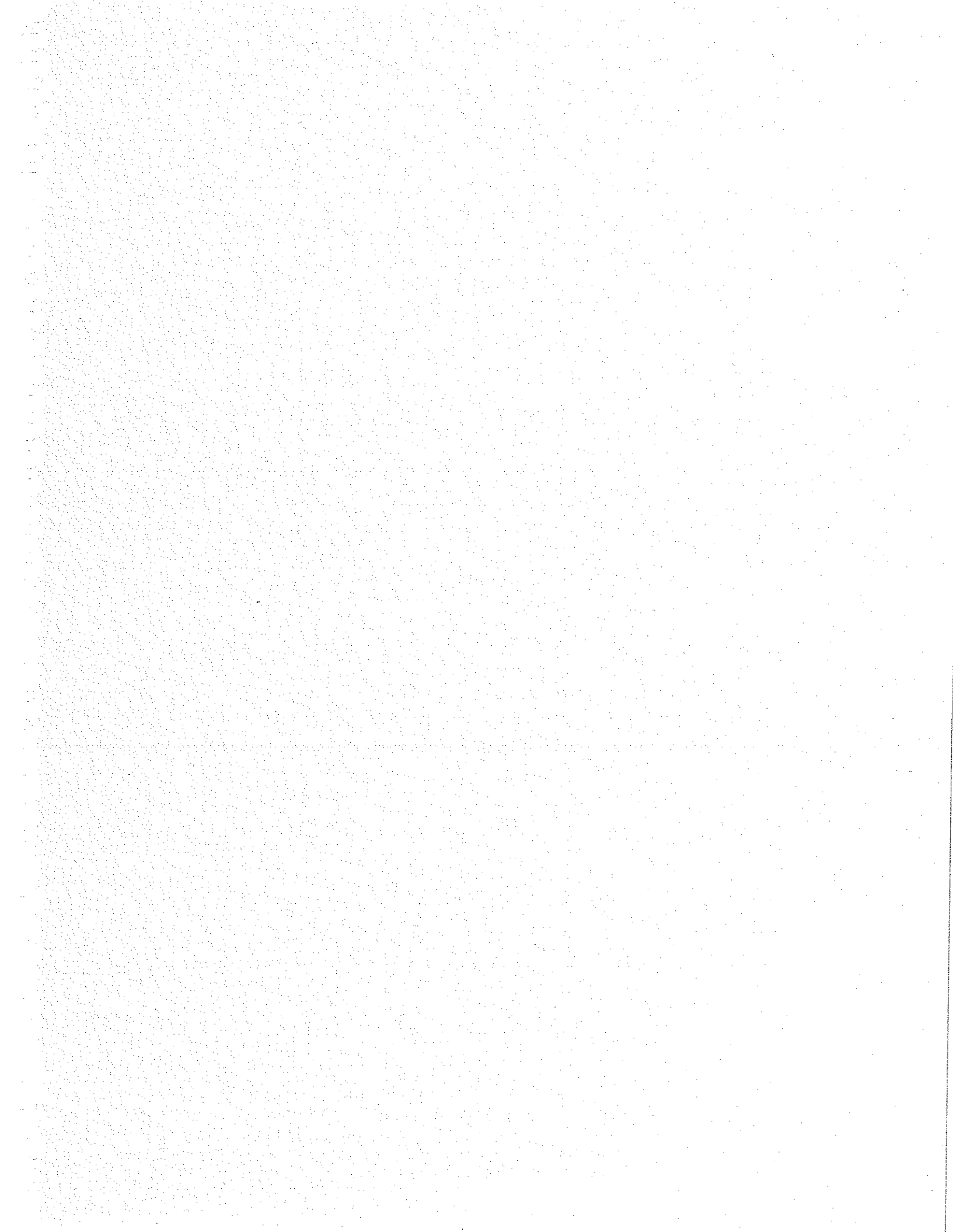
## **LEGAL DESCRIPTION OF MANOR FOREST LITTORAL AREA**

ALL OF TRACT "W-1", MANOR FOREST PLAT NO. 4, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 73, PAGE 194, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH THE WESTERLY 24 FEET OF ALL THAT PART OF WATER MANAGEMENT TRACT NO. 1, MANOR FOREST PLAT NO. 2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 47, PAGE 88, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA, LYING WITHIN 54 FEET WEST OF, AS MEASURED AT RIGHT ANGLES TO, THE WEST LINES OF LOTS 18 THROUGH 23, INCLUSIVE, OF SAID PLAT OF MANOR FOREST PLAT NO. 4.

4152 W. BLUE HERON BLVD., SUITE 121 - RIVIERA BEACH, FLORIDA 33404

PHONE: 407/848-2102 FAX 407/844-9659



This instrument prepared by  
and should be returned to:

DAVID H. BAKER

Alley, Maass, Rogers & Lindsay, P.A.

321 Royal Poinciana Plaza

Palm Beach, FL 33480

w/c #71

JUN-23-1995 3:32PM 95-206195

ORB 8812 Ps 130

|||||

Con

10.00 Doc

.70

**MASTER CABLE TELEVISION AGREEMENT**

**CABLE TELEVISION SERVICE EASEMENT**

THIS CABLE TELEVISION SERVICE EASEMENT made this 21<sup>st</sup> day of NOVEMBER, 1994, by and among LAWRENCE OAKS/ORIOLE, INC., a Florida corporation ("Oaks"), and LAWRENCE OAKS HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit ("Association") and FAIRBANKS COMMUNICATIONS, INC., an Indiana corporation qualified to do business in the State of Florida and doing business as Leadership Cablevision ("Leadership").

WHEREAS, Oaks is the owner of that certain real property located in Palm Beach County, Florida, more particularly described in *Exhibit A* attached hereto (hereinafter referred to as "Servient Estate"); and

WHEREAS, Oaks is developing the residential development known as "Lawrence Oaks" pursuant to the plat thereof to be recorded in the Public Records of Palm Beach County, Florida in Plat Book 73, Page 194; and ~~THROUGH 199~~

WHEREAS, the Association is the corporation formed to own and/or operate and manage certain portions of the Servient Estate; and

WHEREAS, Oaks and Association desire to grant unto Leadership a nonexclusive easement to use the Servient Estate.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by each of the parties hereto unto the other party, receipt of which is hereby acknowledged by all parties, the parties hereto do hereby grant and convey as follows:

1. Oaks and Association hereby grant and convey to Leadership a nonexclusive easement under and upon the Servient Estate solely for the construction, operation and maintenance of such subsurface transmission wires and other electronic facilities as will enable it to supply and maintain cable television or pay television service and security and similar services including wires, cables, conduits, amplifiers and other pertinent equipment with the right to reconstruct, improve, repair, add to, enlarge, change the size of, remove or partially disconnect such facilities, or any of them, on or from the Servient Estate for the benefit of the improvements located and/or to be located upon the Servient Estate ("Cable Easement").

2. Oaks and Association, their successors and assignees, reserve all rights not herein granted pursuant to this Cable Easement including, but not limited to, the right of free ingress and egress over and upon the Servient Estate, the right to build roads over and upon the Servient Estate, to run utility lines under and across the Servient Estate, construct improvements upon the Servient Estate and to grant further easements under the Servient Estate; provided that in no event shall any of the rights herein reserved impede the Cable Easement herein granted or the exercise of the rights of use hereunder.

3. Leadership may assign this Cable Easement in whole or in part. Leadership, its successors and assigns, shall, subsequent to any construction, reconstruction, improvement, enlargement, addition, or removal of any of the improvements on the Servient Estate made pursuant to the rights granted under this Cable Easement, immediately restore the Servient Estate to the conditions existing prior to Leadership, its successor's or assign's, construction, reconstruction, improvement, enlargement, addition, or removal of such improvements.

4. This easement is granted Subject to zoning and/or restrictions imposed by governmental authorities.

5. This easement is granted pursuant to that certain Master Cable Television Agreement between the Association and Leadership dated NOVEMBER 21, 1994.

[SIGNATURES BEGIN ON PAGE 3]

IN WITNESS WHEREOF, the parties have set their hands and seals as of the day and year first above written.

Signed, sealed and delivered in the presence of:

WITNESSES:

Jeanette Calabrese  
Print Name Jeanette Calabrese  
Stephen B. Tolcos  
Print Name Stephen B. Tolcos

LAWRENCE OAKS/ORIOLE, INC.,  
a Florida corporation

By Mark Leuy  
Print Name MARK LEUY  
Title PRESIDENT

Edward D'Alelio Jr.  
Print Name EDWARD D'ALELIO JR.  
Phyllis Haner  
Print Name Phyllis HANER

LAWRENCE OAKS HOMEOWNERS  
ASSOCIATION, INC., a Florida  
corporation not for profit

By Harvey Geller  
Print Name HARVEY GELLER  
Title PRESIDENT

ACCEPTED BY:

FAIRBANKS COMMUNICATIONS,  
INC., an Indiana corporation, doing  
business as Leadership Cablevision

Jamie L. Millio  
Print Name JAMIE L. MILLIO  
Richard C. Hindes  
Print Name RICHARD C. HINDES

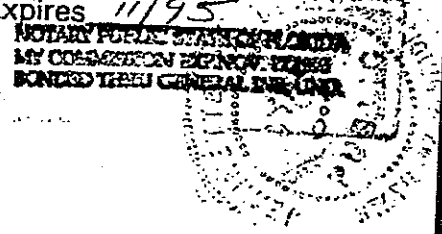
By Roger S. Spawdon  
Print Name ROGER S. SPAWDON  
Title VICE PRESIDENT / FINANCE

[ACKNOWLEDGMENTS FOLLOW ON PAGE 4]

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

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of NOVEMBER, 1994, by MARK LEVY, as the PRESIDENT of LAWRENCE OAKS/ORIOLE, INC., a Florida corporation, on behalf of the corporation. He is personally known to me -or- has produced \_\_\_\_\_ as identification.

Jeannette Calderone  
NOTARY PUBLIC  
Print Name Jeannette Calderone  
My Commission Expires 11/95  
#CC161195  
(SEAL)



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

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of November, 1994, by Harvey Keller as the \_\_\_\_\_ of LAWRENCE OAKS HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.

Wendelyn M. Kotowski  
NOTARY PUBLIC  
Print Name WENDELIN M. KOTOWSKI  
My Commission Expires \_\_\_\_\_  
(SEAL)



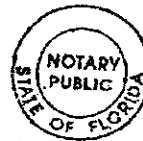
OFFICIAL SEAL  
Wendelyn M. Kotowski  
My Commission Expires  
May 20, 1996  
Comm. No. CC 202808

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

The foregoing instrument was acknowledged before me this 21 day of November, 1994, by Roger S. Swindon as the Vice President of FAIRBANKS COMMUNICATIONS, INC., an Indiana corporation qualified to do business in the State of Florida and doing business as Leadership Cablevision, a Florida corporation, on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.

Sheila D. Osgood  
NOTARY PUBLIC  
Print Name: Sheila D. Osgood  
My Commission Expires \_\_\_\_\_

(SEAL)



SHEILA D. OSGOOD  
My Comm Exp. 1/12/97  
Bonded By Service Ins  
No. CE250401  
(If Personal, Know) F1000-4-8



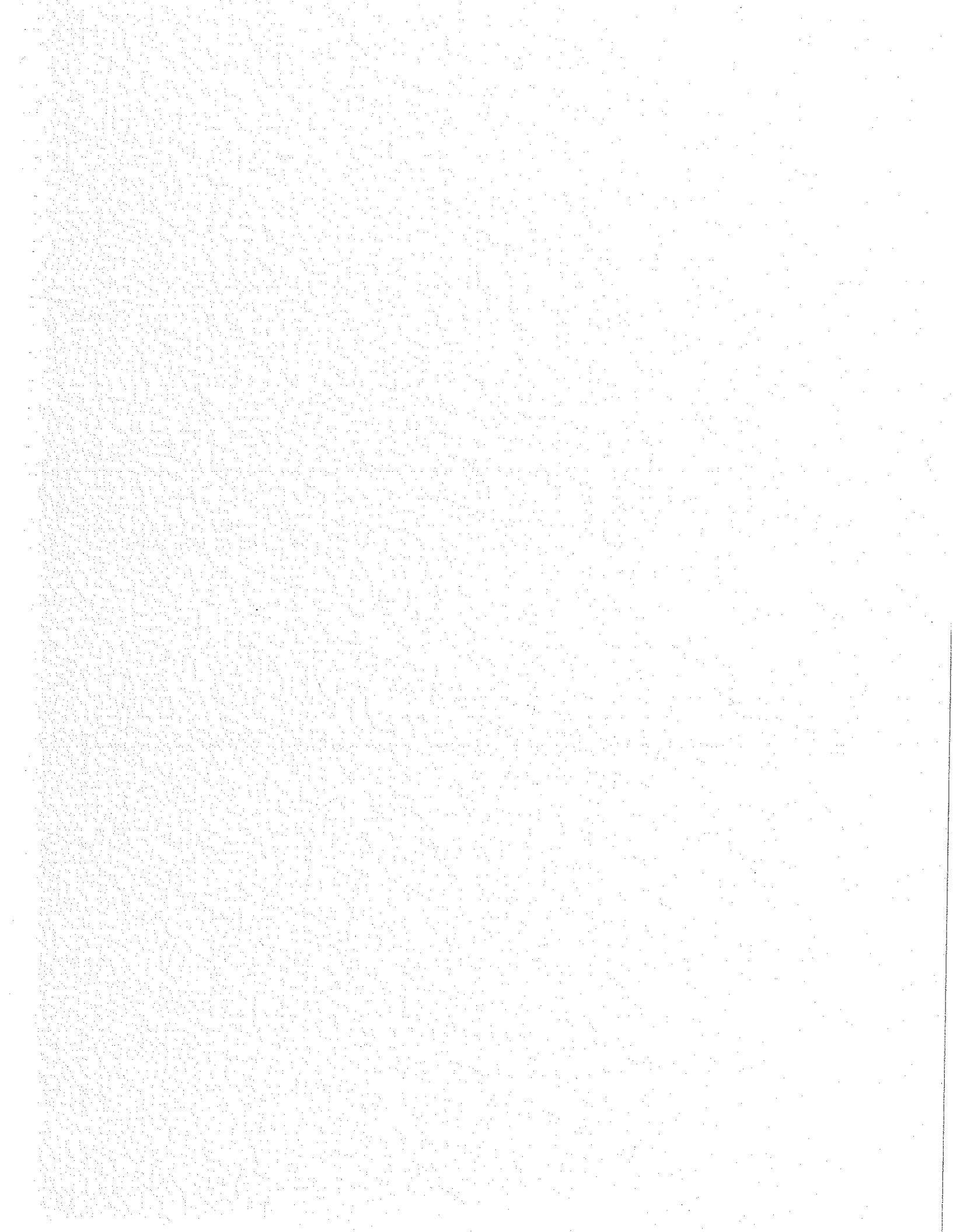
EXHIBIT "A"

RECORDED'S REC'D. Legibility of document  
unsatisfactory when received.

KNOW ALL MEN BY THESE PRESENTS, THAT LAWRENCE OAKS-ORIOLE, INC., A FLORIDA CORPORATION, OWNER OF THE PARCEL OF LAND SHOWN HEREON AS "MANOR FOREST PLAT 4", SAID PARCEL BEING A REPLAT OF A PORTION OF TRACTS 10, 11, 12, 13 AND 16 OF THE SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 45 SOUTH, RANGE 42 EAST, AS RECORDED IN PLAT BOOK 9, PAGE 74 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 12; THENCE, NORTH 02°02'59" EAST, ALONG THE EAST LINE OF SAID SECTION 12, A DISTANCE OF 16.01 FEET TO A POINT ON THE EASTERLY PROLONGATION OF THE SOUTH LINE OF SAID TRACT 16; THENCE, NORTH 89°53'29" WEST, ALONG SAID PROLONGED LINE, A DISTANCE OF 40.02 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF LAWRENCE ROAD AND THE POINT OF BEGINNING;

THENCE, CONTINUE NORTH 89°53'29" WEST, ALONG THE SOUTH LINE OF SAID TRACTS 16, 10, 11, 12 AND 13, A DISTANCE OF 2147.67 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 13; THENCE, NORTH 03°59'22" EAST, ALONG THE WEST LINE OF SAID TRACT 13, A DISTANCE OF 1316.73 FEET TO THE NORTHWEST CORNER OF SAID TRACT 13; THENCE, NORTH 89°51'53" EAST, ALONG THE NORTH LINE OF SAID TRACT 13, A DISTANCE OF 367.29 FEET TO A POINT ON THE BOUNDARY OF PLAT NO. 2, MANOR FOREST, AS RECORDED IN PLAT BOOK 47, PAGES 88 AND 89, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; THENCE, ALONG SAID BOUNDARY OF PLAT NO. 2, MANOR FOREST FOR THE NEXT SIXTEEN (16) DESCRIBED LINES, SOUTH 03°41'02" EAST, A DISTANCE OF 1.99 FEET; THENCE, SOUTH 82°24'49" EAST, A DISTANCE OF 123.71 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF MANOR FOREST BOULEVARD, SAID POINT LYING ON A CURVE CONCAVE TO THE SOUTHEAST, HAVING A CENTRAL ANGLE OF 70°12'00", A RADIUS OF 410.00 FEET AND WHOSE RADIUS POINT BEARS SOUTH 49°28'40" EAST; THENCE, SOUTHERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 502.34 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A CENTRAL ANGLE OF 06°13'00" AND A RADIUS OF 1276.00 FEET; THENCE, SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 138.34 FEET; THENCE, NORTH 64°06'20" EAST, A DISTANCE OF 76.00 FEET, TO A POINT ON THE ARC OF A CURVE CONCAVE NORTHERLY, HAVING A CENTRAL ANGLE OF 108°17'39", A RADIUS OF 90.00 FEET AND WHOSE RADIUS POINT BEARS NORTH 54°06'20" EAST; THENCE, SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 170.11 FEET TO A POINT OF REVERSE CURVATURE, SAID CURVE HAVING A CENTRAL ANGLE OF 80°15'22" AND A RADIUS OF 210.00 FEET; THENCE, NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 294.15 FEET TO A POINT OF COMPOUND CURVATURE, SAID CURVE HAVING A CENTRAL ANGLE OF 120°45'00" AND A RADIUS OF 185.00 FEET; THENCE, SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 347.74 FEET TO A POINT OF REVERSE CURVATURE, SAID CURVE HAVING A CENTRAL ANGLE OF 234°06'41" AND A RADIUS OF 90.00 FEET; THENCE, SOUTHERLY AND NORTHERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 387.74 FEET TO A POINT OF REVERSE CURVATURE, SAID CURVE HAVING A CENTRAL ANGLE OF 44°00'00" AND A RADIUS OF 120.00 FEET; THENCE, NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 92.16 FEET TO A POINT OF REVERSE CURVATURE, SAID CURVE HAVING A CENTRAL ANGLE OF 59°16'27" AND A RADIUS OF 60.00 FEET; THENCE, NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 62.05 FEET TO A POINT OF REVERSE CURVATURE, SAID CURVE HAVING A CENTRAL ANGLE OF 37°47'50" AND A RADIUS OF 225.00 FEET; THENCE, NORTHERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 148.43 FEET TO A POINT OF REVERSE CURVATURE, SAID CURVE HAVING A CENTRAL ANGLE OF 77°11'40" AND A RADIUS OF 75.00 FEET; THENCE, NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 101.05 FEET TO A POINT OF REVERSE CURVATURE, SAID CURVE HAVING A CENTRAL ANGLE OF 80°29'50" AND A RADIUS OF 180.00 FEET; THENCE, NORTHERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 252.89 FEET TO A POINT OF REVERSE CURVATURE, SAID CURVE HAVING A CENTRAL ANGLE OF 15°41'40" AND A RADIUS OF 210.00 FEET; THENCE, NORTHERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 57.52 FEET; THENCE, SOUTH 87°17'38" EAST, A DISTANCE OF 260.20 FEET TO A POINT ON THE EAST LINE OF THE AFORESAID TRACT 10; THENCE, SOUTH 02°42'20" WEST, DEPARTING THE BOUNDARY OF SAID PLAT NO. 2, MANOR FOREST AND ALONG THE EAST LINE OF SAID TRACT 10, A DISTANCE OF 448.20 FEET TO THE NORTHWEST CORNER OF THE AFORESAID TRACT 16; THENCE, NORTH 89°59'04" EAST, ALONG THE NORTH LINE OF SAID TRACT 16, A DISTANCE OF 681.85 FEET TO A POINT ON A LINE 40.00 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, AND PARALLEL WITH THE AFORESAID EAST LINE OF SECTION 12, SAID LINE BEING THE WEST RIGHT-OF-WAY LINE OF LAWRENCE ROAD; THENCE, SOUTH 02°02'59" WEST, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 653.78 FEET TO THE POINT OF BEGINNING, CONTAINING 42.09 ACRES, MORE OR LESS.











AUGUST 1994

# MANOR FOREST PLAT 4

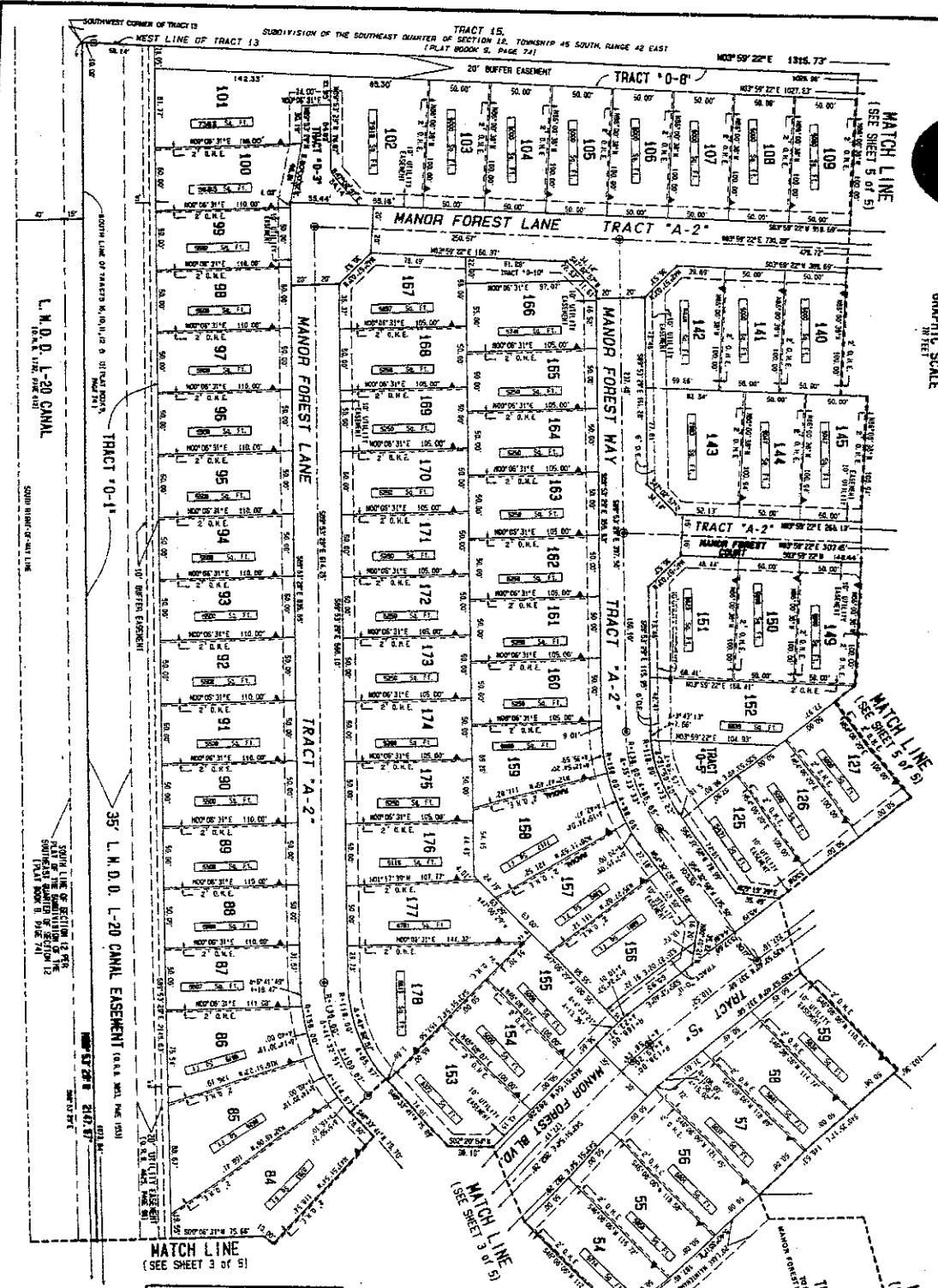
SHEET 5 of 6

BEING A RE-PLAT OF A PORTION OF TRACTS 10, 11, 12, 13, AND 14 OF THE SEAST QUARTER OF SECTION 12, TOWNSHIP 43 SOUTH, RANGE 42 EAST, AS RECORDED IN PLAT BOOK 9, PAGE 74, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

(A PLANNED UNIT DEVELOPMENT)

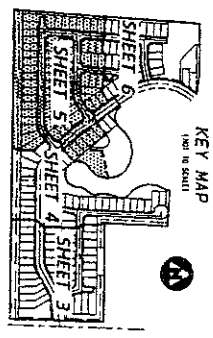


GRAPHIC SCALE



MATCH LINE (SEE SHEET 5 OF 6)

PLAT NO. 2 MANOR FOREST (PLAT BOOK 47, PAGE 88)



- LEGEND:**
- 1. LOT
  - 2. COMMON AREA
  - 3. DRIVEWAY
  - 4. DRIVEWAY
  - 5. DRIVEWAY
  - 6. DRIVEWAY
  - 7. DRIVEWAY
  - 8. DRIVEWAY
  - 9. DRIVEWAY
  - 10. DRIVEWAY
  - 11. DRIVEWAY
  - 12. DRIVEWAY
  - 13. DRIVEWAY
  - 14. DRIVEWAY
  - 15. DRIVEWAY
  - 16. DRIVEWAY
  - 17. DRIVEWAY
  - 18. DRIVEWAY
  - 19. DRIVEWAY
  - 20. DRIVEWAY
  - 21. DRIVEWAY
  - 22. DRIVEWAY
  - 23. DRIVEWAY
  - 24. DRIVEWAY
  - 25. DRIVEWAY
  - 26. DRIVEWAY
  - 27. DRIVEWAY
  - 28. DRIVEWAY
  - 29. DRIVEWAY
  - 30. DRIVEWAY
  - 31. DRIVEWAY
  - 32. DRIVEWAY
  - 33. DRIVEWAY
  - 34. DRIVEWAY
  - 35. DRIVEWAY
  - 36. DRIVEWAY
  - 37. DRIVEWAY
  - 38. DRIVEWAY
  - 39. DRIVEWAY
  - 40. DRIVEWAY
  - 41. DRIVEWAY
  - 42. DRIVEWAY
  - 43. DRIVEWAY
  - 44. DRIVEWAY
  - 45. DRIVEWAY
  - 46. DRIVEWAY
  - 47. DRIVEWAY
  - 48. DRIVEWAY
  - 49. DRIVEWAY
  - 50. DRIVEWAY
  - 51. DRIVEWAY
  - 52. DRIVEWAY
  - 53. DRIVEWAY
  - 54. DRIVEWAY
  - 55. DRIVEWAY
  - 56. DRIVEWAY
  - 57. DRIVEWAY
  - 58. DRIVEWAY
  - 59. DRIVEWAY
  - 60. DRIVEWAY
  - 61. DRIVEWAY
  - 62. DRIVEWAY
  - 63. DRIVEWAY
  - 64. DRIVEWAY
  - 65. DRIVEWAY
  - 66. DRIVEWAY
  - 67. DRIVEWAY
  - 68. DRIVEWAY
  - 69. DRIVEWAY
  - 70. DRIVEWAY
  - 71. DRIVEWAY
  - 72. DRIVEWAY
  - 73. DRIVEWAY
  - 74. DRIVEWAY
  - 75. DRIVEWAY
  - 76. DRIVEWAY
  - 77. DRIVEWAY
  - 78. DRIVEWAY
  - 79. DRIVEWAY
  - 80. DRIVEWAY
  - 81. DRIVEWAY
  - 82. DRIVEWAY
  - 83. DRIVEWAY
  - 84. DRIVEWAY
  - 85. DRIVEWAY
  - 86. DRIVEWAY
  - 87. DRIVEWAY
  - 88. DRIVEWAY
  - 89. DRIVEWAY
  - 90. DRIVEWAY
  - 91. DRIVEWAY
  - 92. DRIVEWAY
  - 93. DRIVEWAY
  - 94. DRIVEWAY
  - 95. DRIVEWAY
  - 96. DRIVEWAY
  - 97. DRIVEWAY
  - 98. DRIVEWAY
  - 99. DRIVEWAY
  - 100. DRIVEWAY
  - 101. DRIVEWAY
  - 102. DRIVEWAY
  - 103. DRIVEWAY
  - 104. DRIVEWAY
  - 105. DRIVEWAY
  - 106. DRIVEWAY
  - 107. DRIVEWAY
  - 108. DRIVEWAY
  - 109. DRIVEWAY
  - 110. DRIVEWAY
  - 111. DRIVEWAY
  - 112. DRIVEWAY
  - 113. DRIVEWAY
  - 114. DRIVEWAY
  - 115. DRIVEWAY
  - 116. DRIVEWAY
  - 117. DRIVEWAY
  - 118. DRIVEWAY
  - 119. DRIVEWAY
  - 120. DRIVEWAY
  - 121. DRIVEWAY
  - 122. DRIVEWAY
  - 123. DRIVEWAY
  - 124. DRIVEWAY
  - 125. DRIVEWAY
  - 126. DRIVEWAY
  - 127. DRIVEWAY
  - 128. DRIVEWAY
  - 129. DRIVEWAY
  - 130. DRIVEWAY
  - 131. DRIVEWAY
  - 132. DRIVEWAY
  - 133. DRIVEWAY
  - 134. DRIVEWAY
  - 135. DRIVEWAY
  - 136. DRIVEWAY
  - 137. DRIVEWAY
  - 138. DRIVEWAY
  - 139. DRIVEWAY
  - 140. DRIVEWAY
  - 141. DRIVEWAY
  - 142. DRIVEWAY
  - 143. DRIVEWAY
  - 144. DRIVEWAY
  - 145. DRIVEWAY
  - 146. DRIVEWAY
  - 147. DRIVEWAY
  - 148. DRIVEWAY
  - 149. DRIVEWAY
  - 150. DRIVEWAY
  - 151. DRIVEWAY
  - 152. DRIVEWAY
  - 153. DRIVEWAY
  - 154. DRIVEWAY
  - 155. DRIVEWAY
  - 156. DRIVEWAY
  - 157. DRIVEWAY
  - 158. DRIVEWAY
  - 159. DRIVEWAY
  - 160. DRIVEWAY
  - 161. DRIVEWAY
  - 162. DRIVEWAY
  - 163. DRIVEWAY
  - 164. DRIVEWAY
  - 165. DRIVEWAY
  - 166. DRIVEWAY
  - 167. DRIVEWAY
  - 168. DRIVEWAY
  - 169. DRIVEWAY
  - 170. DRIVEWAY
  - 171. DRIVEWAY
  - 172. DRIVEWAY
  - 173. DRIVEWAY
  - 174. DRIVEWAY
  - 175. DRIVEWAY
  - 176. DRIVEWAY
  - 177. DRIVEWAY
  - 178. DRIVEWAY
  - 179. DRIVEWAY
  - 180. DRIVEWAY
  - 181. DRIVEWAY
  - 182. DRIVEWAY
  - 183. DRIVEWAY
  - 184. DRIVEWAY
  - 185. DRIVEWAY
  - 186. DRIVEWAY
  - 187. DRIVEWAY
  - 188. DRIVEWAY

**BENCH MARK**  
Land Surveying and Mapping, Inc.  
4152 West Dixie Road, Boca Raton, Florida 33433  
Tel: (561) 995-1111  
Fax: (561) 995-1112

**RECORD PLAT**  
MANOR FOREST PLAT 4

**KEY MAP**  
1 of 6 SHEETS

**LEGEND:**

- 1. LOT
- 2. COMMON AREA
- 3. DRIVEWAY
- 4. DRIVEWAY
- 5. DRIVEWAY
- 6. DRIVEWAY
- 7. DRIVEWAY
- 8. DRIVEWAY
- 9. DRIVEWAY
- 10. DRIVEWAY
- 11. DRIVEWAY
- 12. DRIVEWAY
- 13. DRIVEWAY
- 14. DRIVEWAY
- 15. DRIVEWAY
- 16. DRIVEWAY
- 17. DRIVEWAY
- 18. DRIVEWAY
- 19. DRIVEWAY
- 20. DRIVEWAY
- 21. DRIVEWAY
- 22. DRIVEWAY
- 23. DRIVEWAY
- 24. DRIVEWAY
- 25. DRIVEWAY
- 26. DRIVEWAY
- 27. DRIVEWAY
- 28. DRIVEWAY
- 29. DRIVEWAY
- 30. DRIVEWAY
- 31. DRIVEWAY
- 32. DRIVEWAY
- 33. DRIVEWAY
- 34. DRIVEWAY
- 35. DRIVEWAY
- 36. DRIVEWAY
- 37. DRIVEWAY
- 38. DRIVEWAY
- 39. DRIVEWAY
- 40. DRIVEWAY
- 41. DRIVEWAY
- 42. DRIVEWAY
- 43. DRIVEWAY
- 44. DRIVEWAY
- 45. DRIVEWAY
- 46. DRIVEWAY
- 47. DRIVEWAY
- 48. DRIVEWAY
- 49. DRIVEWAY
- 50. DRIVEWAY
- 51. DRIVEWAY
- 52. DRIVEWAY
- 53. DRIVEWAY
- 54. DRIVEWAY
- 55. DRIVEWAY
- 56. DRIVEWAY
- 57. DRIVEWAY
- 58. DRIVEWAY
- 59. DRIVEWAY
- 60. DRIVEWAY
- 61. DRIVEWAY
- 62. DRIVEWAY
- 63. DRIVEWAY
- 64. DRIVEWAY
- 65. DRIVEWAY
- 66. DRIVEWAY
- 67. DRIVEWAY
- 68. DRIVEWAY
- 69. DRIVEWAY
- 70. DRIVEWAY
- 71. DRIVEWAY
- 72. DRIVEWAY
- 73. DRIVEWAY
- 74. DRIVEWAY
- 75. DRIVEWAY
- 76. DRIVEWAY
- 77. DRIVEWAY
- 78. DRIVEWAY
- 79. DRIVEWAY
- 80. DRIVEWAY
- 81. DRIVEWAY
- 82. DRIVEWAY
- 83. DRIVEWAY
- 84. DRIVEWAY
- 85. DRIVEWAY
- 86. DRIVEWAY
- 87. DRIVEWAY
- 88. DRIVEWAY
- 89. DRIVEWAY
- 90. DRIVEWAY
- 91. DRIVEWAY
- 92. DRIVEWAY
- 93. DRIVEWAY
- 94. DRIVEWAY
- 95. DRIVEWAY
- 96. DRIVEWAY
- 97. DRIVEWAY
- 98. DRIVEWAY
- 99. DRIVEWAY
- 100. DRIVEWAY
- 101. DRIVEWAY
- 102. DRIVEWAY
- 103. DRIVEWAY
- 104. DRIVEWAY
- 105. DRIVEWAY
- 106. DRIVEWAY
- 107. DRIVEWAY
- 108. DRIVEWAY
- 109. DRIVEWAY
- 110. DRIVEWAY
- 111. DRIVEWAY
- 112. DRIVEWAY
- 113. DRIVEWAY
- 114. DRIVEWAY
- 115. DRIVEWAY
- 116. DRIVEWAY
- 117. DRIVEWAY
- 118. DRIVEWAY
- 119. DRIVEWAY
- 120. DRIVEWAY
- 121. DRIVEWAY
- 122. DRIVEWAY
- 123. DRIVEWAY
- 124. DRIVEWAY
- 125. DRIVEWAY
- 126. DRIVEWAY
- 127. DRIVEWAY
- 128. DRIVEWAY
- 129. DRIVEWAY
- 130. DRIVEWAY
- 131. DRIVEWAY
- 132. DRIVEWAY
- 133. DRIVEWAY
- 134. DRIVEWAY
- 135. DRIVEWAY
- 136. DRIVEWAY
- 137. DRIVEWAY
- 138. DRIVEWAY
- 139. DRIVEWAY
- 140. DRIVEWAY
- 141. DRIVEWAY
- 142. DRIVEWAY
- 143. DRIVEWAY
- 144. DRIVEWAY
- 145. DRIVEWAY
- 146. DRIVEWAY
- 147. DRIVEWAY
- 148. DRIVEWAY
- 149. DRIVEWAY
- 150. DRIVEWAY
- 151. DRIVEWAY
- 152. DRIVEWAY
- 153. DRIVEWAY
- 154. DRIVEWAY
- 155. DRIVEWAY
- 156. DRIVEWAY
- 157. DRIVEWAY
- 158. DRIVEWAY
- 159. DRIVEWAY
- 160. DRIVEWAY
- 161. DRIVEWAY
- 162. DRIVEWAY
- 163. DRIVEWAY
- 164. DRIVEWAY
- 165. DRIVEWAY
- 166. DRIVEWAY
- 167. DRIVEWAY
- 168. DRIVEWAY
- 169. DRIVEWAY
- 170. DRIVEWAY
- 171. DRIVEWAY
- 172. DRIVEWAY
- 173. DRIVEWAY
- 174. DRIVEWAY
- 175. DRIVEWAY
- 176. DRIVEWAY
- 177. DRIVEWAY
- 178. DRIVEWAY
- 179. DRIVEWAY
- 180. DRIVEWAY
- 181. DRIVEWAY
- 182. DRIVEWAY
- 183. DRIVEWAY
- 184. DRIVEWAY
- 185. DRIVEWAY
- 186. DRIVEWAY
- 187. DRIVEWAY
- 188. DRIVEWAY

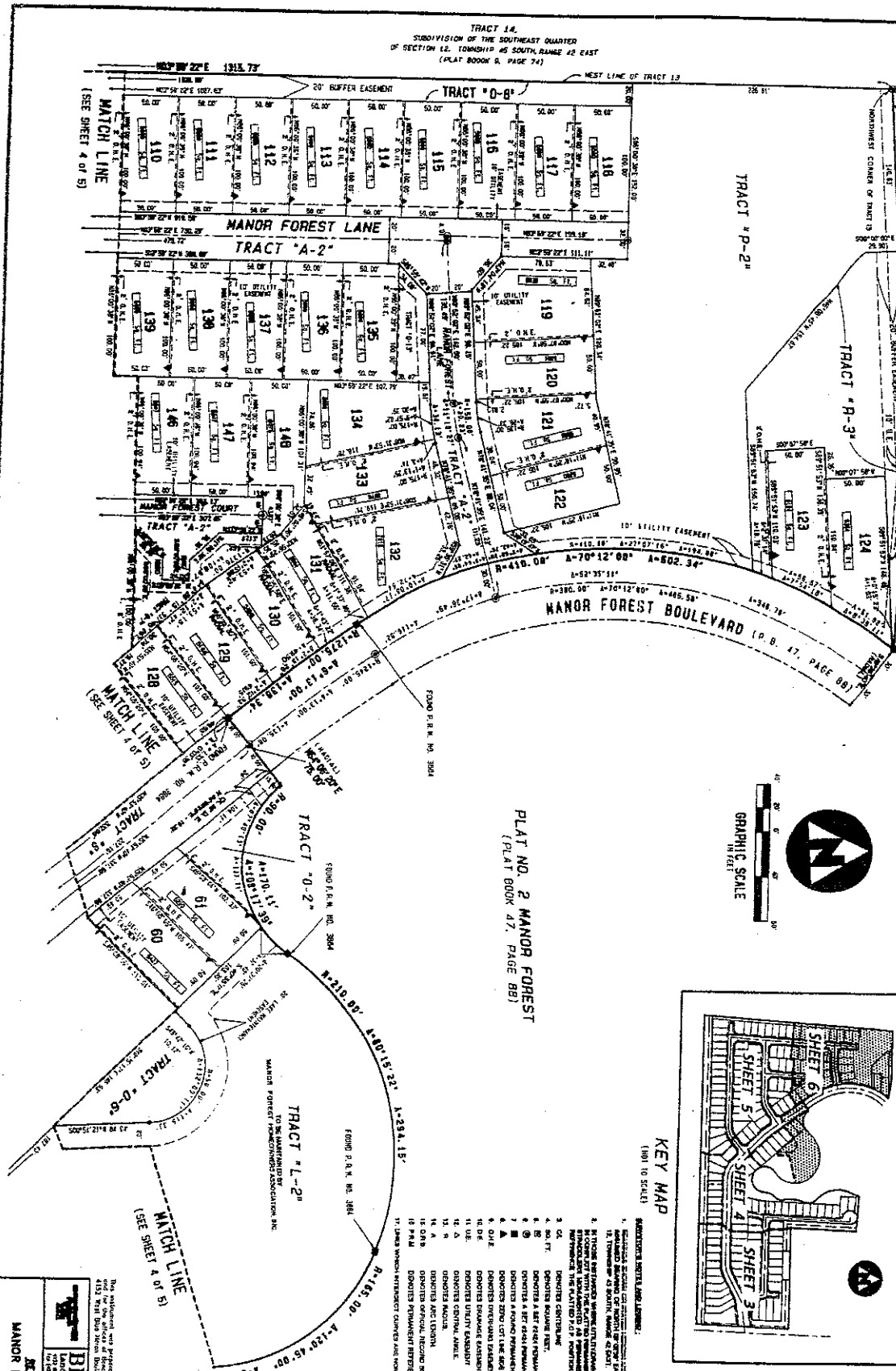
AUGUST 1994

# MANOR FOREST PLAT 4

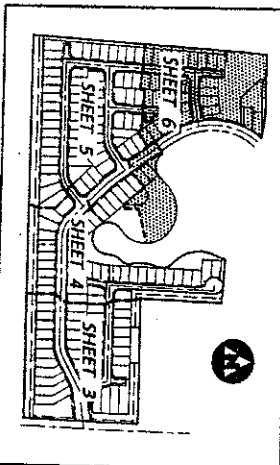
SHEET 6 of 6

199

MANOR FOREST PLAT NO. 2 (A PLANNED UNIT DEVELOPMENT)  
 TOWNSHIP 45 SOUTH, RANGE 42 EAST, AS RECORDED IN PLAT BOOK 9, PAGE 74, OF THE SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 12,  
 AND PART OF P.L.R.M. NO. 3084, AS RECORDED IN PLAT BOOK 47, PAGE 88)  
 PLAT NO. 2 MANOR FOREST  
 (PLAT BOOK 47, PAGE 88)



PLAT NO. 2 MANOR FOREST  
 (PLAT BOOK 47, PAGE 88)



- EXPLANATION OF SYMBOLS:**
- 1. LOT LINES SHALL BE SHOWN BY DASHED LINES.
  - 2. LOT CORNERS SHALL BE SHOWN BY SMALL CIRCLES.
  - 3. IN THOSE PORTIONS WHERE UTILITIES OR STRUCTURES ARE CONSTRUCTED IN ACCORDANCE WITH THE PLAT, THE UTILITIES OR STRUCTURES SHALL BE SHOWN BY SOLID LINES.
  - 4. DIMENSIONS SHALL BE SHOWN BY DIMENSION LINES.
  - 5. DIMENSIONS SHALL BE SHOWN BY DIMENSION LINES.
  - 6. DIMENSIONS SHALL BE SHOWN BY DIMENSION LINES.
  - 7. DIMENSIONS SHALL BE SHOWN BY DIMENSION LINES.
  - 8. DIMENSIONS SHALL BE SHOWN BY DIMENSION LINES.
  - 9. DIMENSIONS SHALL BE SHOWN BY DIMENSION LINES.
  - 10. DIMENSIONS SHALL BE SHOWN BY DIMENSION LINES.
  - 11. DIMENSIONS SHALL BE SHOWN BY DIMENSION LINES.
  - 12. DIMENSIONS SHALL BE SHOWN BY DIMENSION LINES.
  - 13. DIMENSIONS SHALL BE SHOWN BY DIMENSION LINES.
  - 14. DIMENSIONS SHALL BE SHOWN BY DIMENSION LINES.
  - 15. DIMENSIONS SHALL BE SHOWN BY DIMENSION LINES.
  - 16. DIMENSIONS SHALL BE SHOWN BY DIMENSION LINES.
  - 17. DIMENSIONS SHALL BE SHOWN BY DIMENSION LINES.
  - 18. DIMENSIONS SHALL BE SHOWN BY DIMENSION LINES.
  - 19. DIMENSIONS SHALL BE SHOWN BY DIMENSION LINES.
  - 20. DIMENSIONS SHALL BE SHOWN BY DIMENSION LINES.

**BENCH MARK**

MANOR FOREST PLAT 4

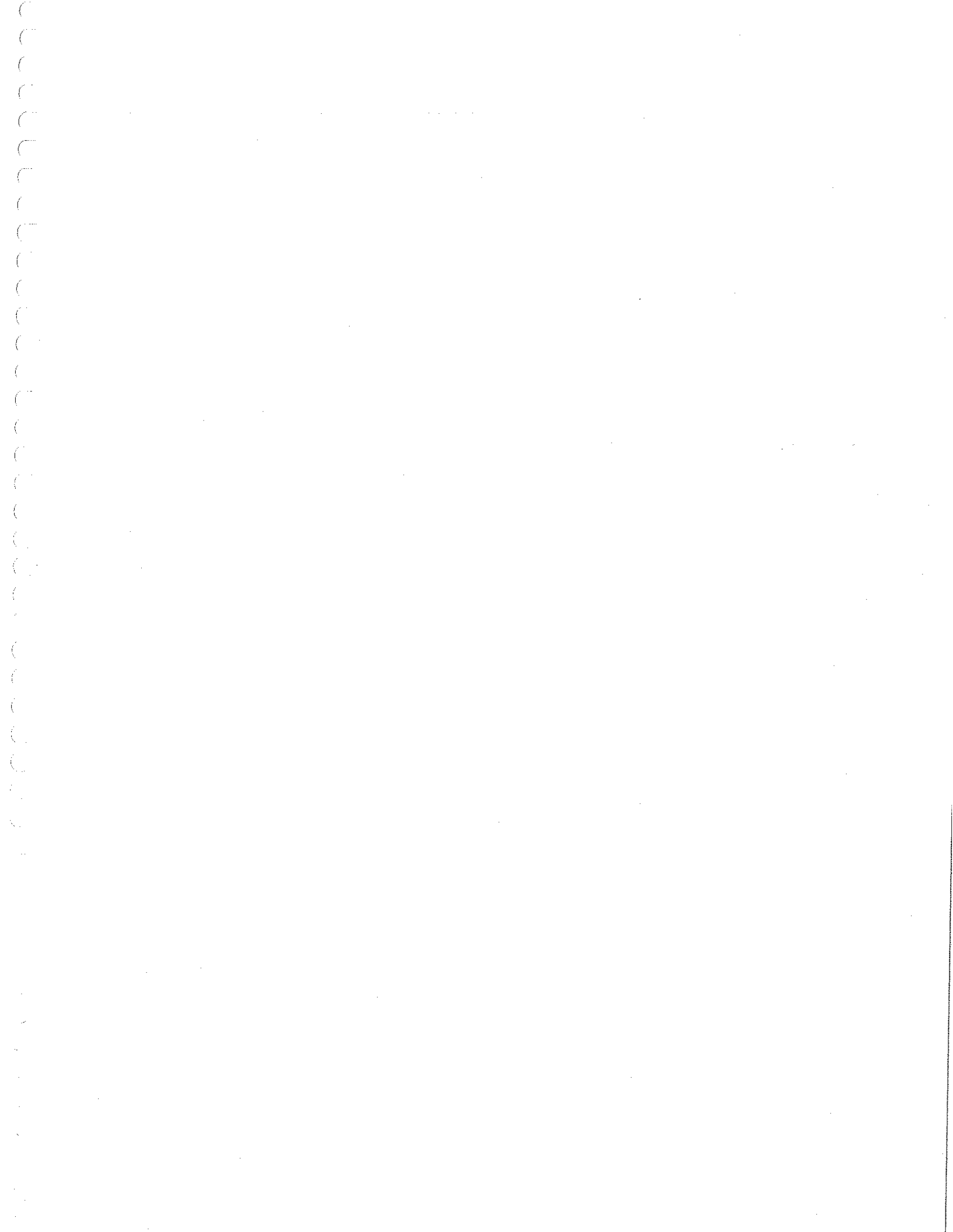
RECORD PLAT

MANOR FOREST PLAT 4

DATE: AUGUST 1994

SCALE: 1" = 20'





PREPARED BY AND RETURN TO:  
LYNDA J. HARRIS, ESQ.  
CARLTON, FIELDS, WARD, EMMANUEL,  
SMITH & CUTLER, P.A.  
222 LAKEVIEW AVENUE, 14TH FLOOR  
P. O. BOX 150  
WEST PALM BEACH, FLORIDA 33402

DEC-16-1994 3:46PM 94-416499  
ORB 8547 Pg 460

DEC-12-1994 3:42PM 94-409992  
ORB 8539 Pg 425

AMENDMENT TO  
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS  
FOR LAWRENCE OAKS

This Amendment made and entered into this 9th day of December, 1994, by and between LAWRENCE OAKS-ORIOLE, INC., a Florida corporation ("Lawrence Oaks"), LAWRENCE OAKS HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation ("Association") and LOWELL/RBG X LTD., a Florida limited partnership ("Lowell").

WHEREAS, Lawrence Oaks, as Declarant, caused to be filed and recorded in the Public Records of Palm Beach County, Florida, that certain Declaration of Covenants, Restrictions and Easements for Lawrence Oaks, as recorded in Official Record Book 8539, page 384, Public Records of Palm Beach County, Florida; and

WHEREAS, Lawrence Oaks has this date conveyed to Lowell one hundred (100) Lots of the Property, as more particularly described in Exhibit "A" attached hereto (the "Lowell Lots"); and

WHEREAS, Lawrence Oaks is the owner of those certain seventy-eight (78) Lots of the Property, as more particularly described in Exhibit "B" attached hereto (the "Lawrence Oaks Lots"); and

WHEREAS, Lawrence Oaks, the Association and Lowell desire to amend the Declaration to provide for the assignment of Declarant's rights and the shared control of the Association by Lawrence Oaks and Lowell, as hereinafter provided.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. All terms used herein shall have the same meaning as set forth in the Declaration unless specified otherwise in this Amendment. This Amendment shall be deemed part of, but shall take precedence over and supersede any provisions to the contrary contained in the Declaration.
2. Article I, Section 11, entitled "Declarant" is deleted in its entirety and is hereby amended to read in its entirety as follows:

Section 11. "Declarant" shall mean and refer to Lawrence Oaks-Oriole, Inc., a Florida corporation, its successors and assigns, and Lowell/RBG X Ltd., a Florida limited partnership, its successors and assigns, provided such successors and assigns acquire any portion of the Project from the applicable Declarant for the purpose of development and resale, and further provided that the applicable Declarant specifically assigns (either on an exclusive or non-exclusive basis) all or a portion of such rights of said Declarant hereunder as Declarant shall determine in its sole and unfettered discretion. Any such assignment shall be in writing and

THIS INSTRUMENT IS BEING RE-RECORDED TO INSERVE RECORDING INFORMATION WHICH WAS PREVIOUSLY OMITTED.

This is a public record.

ORB 8547 Pg 461

ORB 8539 Pg 426

recorded in the Public Records of Palm Beach, Florida. As used in this Declaration, the term "Lot owned by Declarant" or words of similar import shall mean and refer to Lots subject to this Declaration owned by the applicable Declarant.

Notwithstanding anything herein to the contrary, unless specifically provided to the contrary in the Declaration as amended hereby, the Articles, By-laws, Rules and Regulations or otherwise, reference to Declarant (a "Reference") shall refer to the applicable Declarant as follows:

(a) If a Reference confers a benefit on Declarant, other than a right of approval or consent, the Reference shall confer said benefit to both Lawrence Oaks and Lowell;

(b) If a Reference confers a right of approval or consent, then:  
(i) if said approval or consent is required for matters relating to a Lowell Lot, said right of approval or consent shall be vested solely in Lowell; or  
(ii) if said approval or consent is required for matters relating to a Lawrence Oaks Lot, said right of approval or consent shall be vested solely in Lawrence Oaks; or  
(iii) if said approval or consent is required for matters relating to Common Properties, then said approval or consent shall be by majority consensus of the votes of Lawrence Oaks and Lowell, decided in accordance with paragraph 2.(b), 2.(b)(iii), 2.(c), 2.(d)(iii) below.

(c) In exercising its Class B Vote, or in determining a majority consensus of Lawrence Oaks and Lowell if required by paragraph 2.(b), 2.(b)(iii), 2.(c), 2.(d)(iii) above, said vote shall be determined by a majority of the aggregate of the Lowell Class B Votes (as set forth below) and Lawrence Oaks Class B Votes (as set forth below) and a majority shall prevail and represent the consensus of Declarant.

(d) If a Reference imposes an obligation on Declarant, said obligations shall be imposed on Lawrence Oaks and Lowell in accordance with paragraph 2.(b), 2.(b)(iii), 2.(c), 2.(d)(iii) above [i.e., (i) if said obligation is for matters relating to a Lowell Lot, said obligation shall be vested solely in Lowell; or (ii) if said obligation is required for matters relating to a Lawrence Oaks Lot, said obligation shall be vested solely in Lawrence Oaks; or (iii) if said obligation is for matters relating to Common Properties, then said obligation shall be borne by both Lawrence Oaks and Lowell, with each responsible for their applicable percentage of said obligation (i.e., 300/534 with respect to Lowell, and 234/500 with respect to Lawrence Oaks)].

This

ORB 8547 Pg 462

ORB 8539 Pg 427

3. Article III, Section 2 of the Declaration entitled "Classes of Voting Membership, is amended to add the following:

Lawrence Oaks shall have 234 of the Class B votes, or three (3) votes for each of the 78 Lots it owns. Lowell shall have 300 of the Class B votes, or three (3) votes for each of the 100 Lots it owns.

4. Article VI, Section 11 is amended to provide that Lowell shall be solely responsible for the payment of all deficits in operation of the Association, until such time as Lawrence Oaks shall commence construction of Units on the Lawrence Oaks Lots, or until such time as Lawrence Oaks sells the remaining 78 Lots in the Manor Forest Plat.

5. Article VIII, Section 1 is hereby deleted in its entirety and is hereby amended to read in its entirety as follows:

**Section 1. Members of Committees.** There shall be two Architectural Control Committees, collectively referred to herein as the "Architectural Control Committees" and individually as an "Architectural Control Committee". One Committee shall be appointed by Lowell which shall review and approve all construction on the Lowell Lots, and one Committee shall be appointed by Lawrence Oaks which shall review and approve all construction on the Lawrence Oaks Lots. The Architectural Control Committees are sometimes referred to in this Declaration as the "Committees". The term "Committee", as used in this Article VIII shall mean the respective Committee having approval over the Lot being reviewed. The Committees shall each consist of three (3) members. The initial members of the respective Committees shall consist of persons designated by the applicable Declarant, as hereinabove provided, and need not be Unit Owners. Each of said persons shall hold office of the respective Committee until all Units subject to the applicable Committee have been constructed and conveyed, or sooner, at the option of the applicable Declarant. Thereafter, each new member of the Committee shall be appointed by the Association and shall be a Member of the Association. Each member shall hold office until the latest of: (a) such time as he or she has resigned or has been removed, or (b) until his or her successor has been appointed, as provided herein. Each member of the Committee may be removed at any time with or without cause by the party entitled to appoint the members of the Committee. Thereafter, or at such earlier time as the applicable Declarant in its sole discretion shall determine, the Board shall succeed to the rights of the applicable Declarant to appoint members of the Committee. Accordingly, Members of the Committee shall serve at the pleasure of the Declarant or the Board, as the case may be, as provided herein.

6. Except as specifically modified hereby, all of the provisions of the Declaration which are not in conflict with the terms of this Amendment shall remain in full force and effect.

This is Not a Certificate

ORB 8547 Ps 463

ORB 8539 Ps 428

IN WITNESS WHEREOF, the parties have executed this Amendment the day and year first above written.

Signed, sealed and delivered in the presence of:

LAWRENCE OAKS-ORIOLE, INC., a Florida corporation



*E. E. HUBBSMAN*  
Print Name: E. E. HUBBSMAN  
*Lynda J. Harris*  
Print Name: LYNDA J. HARRIS

By: *Mark A. Levy*  
Name: MARK A. LEVY  
Title: President

[CORPORATE SEAL]

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

*E. E. HUBBSMAN*  
Print Name: E. E. HUBBSMAN  
*Lynda J. Harris*  
Print Name: LYNDA J. HARRIS

By: *Mark Levy*  
Name: Mark Levy  
Title: President

[CORPORATE SEAL]

LOWELL/REG X LTD., a Florida limited partnership

By: LOWELL HOMES, INC., a Florida corporation, a general partner

*Steven M. Helman*  
Print Name: Steven M. Helman  
*Lynda J. Harris*  
Print Name: LYNDA J. HARRIS

By: *Katherine Nolting*  
Name: KATHERINE NOLTING  
Title: Vice President

[CORPORATE SEAL]

This

ORB 8547 Pg 464

ORB 8539 Pg 429

STATE OF FLORIDA )  
COUNTY OF Palm Beach )

SS:

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of December, 1994 by MARK A. LEVY, as President of LAWRENCE OAKS-ORIOLE, INC., a Florida corporation, on behalf of the corporation. He personally appeared before me, is personally known to me or produced \_\_\_\_\_ as identification.

[NOTARIAL SEAL]

Notary: [Signature]  
Print Name: LYNDA J. HARRIS  
Notary Public, State of Florida  
My commission expires: \_\_\_\_\_



LYNDA J. HARRIS  
MY COMMISSION # CC418827 EXPIRES  
November 12, 1998  
BONDED THRU TROY FAIR INSURANCE, INC.

STATE OF FLORIDA )  
COUNTY OF Palm Beach )

SS:

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of December, 1994 by MARK A. LEVY, as President of LAWRENCE OAKS HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. He/she/they personally appeared before me, is personally known to me or produced \_\_\_\_\_ as identification.

[NOTARIAL SEAL]

Notary: [Signature]  
Print Name: LYNDA J. HARRIS  
Notary Public, State of Florida  
My commission expires: \_\_\_\_\_



LYNDA J. HARRIS  
MY COMMISSION # CC418827 EXPIRES  
November 12, 1998  
BONDED THRU TROY FAIR INSURANCE, INC.

This is a Certified Copy

ORB 8547 Pg 465

ORB 8539 Pg 430

STATE OF FLORIDA )  
COUNTY OF ~~Alachua~~ Broward )

SS:

The foregoing instrument was acknowledged before me this 24 day of December, 1994 by KATHERINE NOLTING, as Vice President of LOWELL HOMES, INC., a Florida corporation, a general partner of LOWELL/RBG X LTD., a Florida limited partnership, on behalf of the corporation and the partnership. She personally appeared before me, is personally known to me or produced \_\_\_\_\_ as identification.

[NOTARIAL SEAL]

Notary: Lynda J. Harris  
Print Name: \_\_\_\_\_  
Notary Public, State of Florida  
My commission expires: \_\_\_\_\_



LYNDA J. HARRIS  
MY COMMISSION # CC-118827 EXPIRES  
November 12, 1998  
BONDED THRU TRICY FARM INSURANCE, INC.

This is a Certified Copy

This is not a certified copy

ORB 8547 Pg 466

ORB 8539 Pg 431

EXHIBIT "A"

Lowell Lots

Lots 1 through 4, inclusive; Lots 26 through 28, inclusive; Lots 38 through 94, inclusive; Lots 152 through 178, inclusive; and Lots 123 through 131, inclusive of MANOR FOREST PLAT 4, according to the Plat thereof as recorded in Plat Book 73, Page 194 through 195, Public Records of Palm Beach County, Florida.



ORB 8547 Pg 467  
DOROTHY H. WILKEN, CLERK PB COUNTY, FL

EXHIBIT "B"

Lawrence Oaks Lots

ORB 8539 Pg 432  
DOROTHY H. WILKEN, CLERK PB COUNTY, FL

Lots 5 through 25 inclusive; Lots 29 through 37,  
inclusive; Lots 95 through 122, inclusive; and Lots  
132 through 151, inclusive of MANOR FOREST  
PLAT 4, according to the Plat thereof as recorded  
in Plat Book 73, Page 194, Public Records of Palm  
Beach County, Florida.

This is not a certified copy

RECORD AND RETURN TO:  
THIS INSTRUMENT PREPARED BY:

Eric A. Simon, Esq.  
Kopelowitz & Plafsky, P.A.  
750 Southeast Third Avenue  
Suite 100  
Fort Lauderdale, Florida 33316

OCT-25-1995 12:51PM 95-344300  
ORB 8973 Pg 823  
I

AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
LAWRENCE OAKS

The undersigned, being the holders of more than 67% of all the votes of the Class A and Class B Memberships pursuant to the Declaration of Covenants, Restrictions and Easements for Lawrence Oaks, recorded in Official Records Book 8539, Page 384, of the Public Records of Palm Beach County, Florida, as amended by Amendment recorded in Official Records Book 8547, Page 460, of the Public Records of Palm Beach County, Florida, (the "Declaration"), hereby amends the Declaration as follows:

1. The Articles of Incorporation of the Association attached hereto are hereby added to the Declaration as Exhibit "B".
2. The Bylaws of the Association attached hereto are hereby added to the Declaration as Exhibit "C".
3. A new Section 4 of Article III is hereby added to the Declaration, which shall read as follows:

**Section 4. Election of Directors.** Declarant shall have the right to appoint all of the Directors of the Association so long as Declarant is the Class B Member of the Association. When the Class B Membership is converted to a Class A membership, the Class A Members (including Declarant) shall be entitled to elect the Directors. The provisions of this paragraph shall control over any conflicting provision contained in the Articles or the Bylaws.

4. A new Section 12 of Article XVII is hereby added to the Declaration, which shall read as follows:

**Section 12. Dissolution of the Association.** In the event of dissolution or final liquidation of the Association, the assets, both real and personal, of the Association, shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization, to be devoted to purposes as nearly as practicable to the same as those to which they were required to be devoted by the Association. No such disposition of Association properties shall be effective to divest or diminish any right or title of any Owner vested in him under this Declaration unless made in accordance with the provisions of the Declaration.

5. Article XVIII is hereby amended in its entirety to read as follows:

ARTICLE XVIII. FHA - VA APPROVAL

If any mortgage encumbering any Lot is guaranteed or insured by the Federal Housing Administration or by the Veterans Administration, then upon written demand to the Association by either such agency, the following action, if made by the Class B Member or if made while the Class B Member has the right to appoint a majority of the Directors of the Association, must be approved by either such agency: (i) any

annexation of additional property; (ii) any mortgage, transfer or dedication of any Common Property; (iii) any amendment to the Declaration, the Articles, or the Bylaws, provided however such approval is not required where the amendment is made to correct errors or omissions; or (iv) any merger, consolidation or dissolution of the Association. Such approval shall be deemed given if either agency fails to deliver written notice of its disapproval of any such action to the Class B Member or to the Association within 20 days after a request for such approval is delivered to the agency by certified mail, return receipt requested, or equivalent delivery, and such approval may be conclusively evidenced by a certificate of the Class B Member or the Association that the approval was given or deemed given.

This Amendment is made pursuant to Section 5, of Article XVII, of the Declaration.

WITNESSES:

*[Handwritten signatures of witnesses]*

LOWELL/RBG X, LTD., a Florida limited partnership

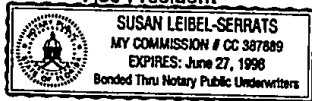
By: LOWELL AT LAWRENCE, INC., a Florida corporation

By: *[Signature]*  
Katherine Nolting  
Vice President

STATE OF FLORIDA

COUNTY OF DALLAS

SS:



The foregoing instrument was acknowledged before me this 23 day of October, 1995 by Katherine Nolting, as Vice President of LOWELL AT LAWRENCE, INC., a Florida corporation, as general partner of LOWELL/RBG X, LTD., a Florida limited partnership, on behalf of the partnership. She is personally known to me or has produced personally known as identification.

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

My commission expires: 6/27/98

Certified copy

WITNESSES:

*[Handwritten signatures of witnesses]*

LAWRENCE OAKS ORIOLE, INC., a Florida corporation

By: *[Signature]*  
Vice President  
Title

STATE OF FLORIDA

COUNTY OF DADE

SS:



The foregoing instrument was acknowledged before me this 23 day of OCTOBER, 1995 by KATHERINE M. MARTIN as Vice President of a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced personal ID as identification.

My commission expires 6/27/98

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

*is not a certified copy*

SENT BY:

10- 5-95 :10:25AM ; CARLTON FIELDS WPB-

305 577 8650:# 3/10

# State of Florida



## Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of LAWRENCE OAKS HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, filed on August 8, 1994 effective August 5, 1994, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H9400007312. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is H9400003882.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the Eighth day of August, 1994

Authentication Code: 894A00036304-080894-H9400003882-1/1



*Jim Smith*

Jim Smith  
Secretary of State

SENT BY:

10- 5-95 ;10:26AM ; CARLTON FIELDS WPB-

305 577 8650:# 4/10

#H9400007312

ARTICLES OF INCORPORATION

OF

LAWRENCE OAKS HOMEOWNERS' ASSOCIATION, INC.

The undersigned subscribers, for purposes of forming a corporation not for profit under Chapter 617 of the laws of the State of Florida, hereby subscribe to, acknowledge and file the following Articles of Incorporation.

ARTICLE I

Name and Address

The name of the corporation shall be LAWRENCE OAKS HOMEOWNERS' ASSOCIATION, INC.

The address of the corporation shall be 2240 Woolbright Road, Boynton Beach, Florida 33426.

ARTICLE II

Duration

This corporation shall commence existence on the date of the execution and acknowledgment of these Articles if permitted by law; if not, then on the date of filing. This corporation shall exist perpetually thereafter, unless sooner dissolved according to law.

ARTICLE III

Purposes

The purpose and general nature of this corporation is:

1. To own, operate, maintain and administer those portions of the real property described in Exhibit "A" hereto ("Property") to be developed as a single family residential subdivision known as "Lawrence Oaks", which may now or hereafter be designated as common properties ("Common Properties") as declared in any declaration of covenants and restrictions recorded in the Public Records of Palm

PREPARED BY:  
LYNDA J. HARRIS, ESQ.  
FLORIDA BAR NO. 462144  
CARLTON, FIELDS, WARD, EMMANUEL  
SMITH & CUTLER, P.A.  
P.O. BOX 150  
WEST PALM BEACH, FLORIDA 33402

W51602.1

#H9400007312

SENT BY:

10- 5-95 ;10:26AM ; CARLTON FIELDS WPB-

305 577 8650;# 5/10

#H94000007312

Beach County, Florida encumbering the Property ("Declaration"), including without limitation recreational facilities, parks and lakes.

2. To own, operate, maintain and administer those portions of the Property which may be dedicated to the corporation on any plat of the Property recorded in the Public Records of Palm Beach County, Florida ("Plat"), including without limitation recreational facilities, parks and lakes.

3. To collect and disburse assessments and charges as may be authorized by the Board of Directors of the corporation in accordance with the By-Laws and any Declaration.

4. Such other duties as shall be provided and any Declaration or as may be authorized or directed by the Board of Directors.

The corporation is organized pursuant to the Florida Non-Profit Corporation Act, F.S. Chapter 617, for non-profit purposes and does not contemplate pecuniary gain or profit to the members thereof.

#### ARTICLE IV

##### Incorporators

The name and residence of the subscribers is Lynda J. Harris, 222 Lakeview Avenue, Suite 1400, West Palm Beach, Florida 33402.

#### ARTICLE V

##### Membership

1. Membership. Every Unit Owner and the Declarant shall be a member of the Association, and no Owner shall have more than one membership in the Association although each Class Member shall have one vote for each Lot owned. The Class B Member shall have three votes for each Lot owned. Memberships in the Association shall not be assignable, except to the successor-in-interest of the Owner, and every membership of an Owner (other than the Declarant) in the Association shall be appurtenant to and may not be separated from the fee ownership of his Lot. Ownership of such Lot shall be the sole qualification for membership of an Owner in the Association.

2. Classes of Voting Membership. The Association shall have two (2) classes of voting members, as follows:

Class A. Class A shall be all Owners, with the exception of Declarant, for so long as there exists a Class B membership. Declarant shall become a Class A Member with regard to Lots and

#H94000007312

SENT BY:

10- 5-95 ;10:27AM ; CARLTON FIELDS WPB-

305 577 8650;# 6/10

#H94000007312

Units owned by Declarant upon termination and conversion of Declarant's Class B Membership as provided below.

**Class B.** The only Class B member shall be the Declarant. The Class B Member shall be entitled to three (3) votes for each lot (with or without a Unit constructed thereon) it owns, provided that the Class B membership shall cease and be converted to Class A Membership upon the first to occur of the following events:

- (1) When the total votes outstanding in the Class A Membership equals the total votes outstanding in the Class B Membership; or
- (2) Thirty (30) days after the Declarant elects to terminate the Class B Membership by written instrument executed with the formalities of a deed and recorded in the Public Records of Palm Beach County, Florida; or
- (3) Seven (7) years following conveyance of the first Lot.

**3. Vote Distribution.** Class A Members (other than the Declarant) shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. When the Declarant becomes a Class A Member as provided above, the Declarant shall be entitled to one vote for each Lot (with or without a Unit constructed thereon) it owns. When more than one person ("Co-Owner") holds an interest or interests in any Unit or Lot all such Co-owners shall be Members and may attend any meetings of the Association, but only one such Co-Owner shall be entitled to exercise the vote to which the Unit or Lot may be entitled. Such Co-Owners may, from time to time, all designate in writing one of their number to vote. Fractional votes shall not be allowed, and the vote for each Lot shall be exercised, if at all, as a whole. Where no voting Co-Owner is designated, or if such designation has been revoked, the vote for such Lot shall be exercised as the majority of the Co-Owners mutually agree. Unless the Board receives a written objection from a Co-Owner, it shall be presumed that the appropriate voting Co-Owner is acting with the consent of his or her other Co-owner(s). No vote shall be cast for any Lot or Unit where the majority of the Co-Owners do not agree upon said vote or other action. All Co-Owners (including, without limitation, any non-voting Co-Owner or Co-Owners) shall be jointly and severally responsible for all of the obligations imposed upon the jointly-owned and severally responsible for all of the obligations imposed upon the jointly-owned Lots or Units and/or the Co-Owners and shall be entitled to all other benefits of ownership, except as expressly otherwise provided herein. All agreements and determinations lawfully made by the Association in accordance with the voting percentages established herein, or in the By-Laws of the Association, shall be binding on all Co-Owners, their successors

#H94000007312



SENT BY:

10- 5-85 ;10:28AM ; CARLTON FIELDS WPB\*

305 577 8650;# 7/10

#H9400007312

and assigns. Said voting rights shall be subject to the restrictions and limitations provided in this Declaration, any Supplemental Declaration, the Articles and By-Laws. If a Lot is owned by a corporation, the person entitled to cast the vote for the lot shall be designated by a certificate signed by an appropriate officer of the corporation and filed with the Secretary of the Association.

#### ARTICLE VI

##### Management of Corporate Affairs

A. Board of Directors. The powers of this corporation shall be exercised, its properties controlled, and its affairs conducted by a Board of Directors. The corporation shall have at least three (3) but not more than five (5) directors at all times and such additional number of directors as the Board of Directors shall determine from time to time. The Directors shall be appointed by the Declarant named in the Declaration until such time as all lots in the subdivision to be developed on the Property have been sold or conveyed by Declarant. After the termination of Class B membership, the Class A members shall elect the Directors in accordance with the ByLaws and all such Directors shall be required to be members of the corporation.

The names and addresses of the persons constituting the first Board of Directors who are to act in that capacity until the selection and qualification of their successors are:

Harvey Geller, 2240 Woolbright Road, Boynton Beach, Florida 33424

John C. Csapo, 2240 Woolbright Road, Boynton Beach, Florida 33424

Annette Ferrick, 2240 Woolbright Road, Boynton Beach, Florida 33424

The Directors shall be elected in accordance with the bylaws of the Corporation.

B. Elective Officers. The officers of this corporation shall be a president, vice president, secretary and treasurer. Other offices and officers may be established or appointed by the Board of Directors of this corporation. The qualifications, the time and manner of electing or appointing, the duties of, the terms of office, and the manner of removing officers shall be as set forth in the bylaws.

#H9400007312

SENT BY:

10- 5-95 ;10:28AM ; CARLTON FIELDS WPB-

305 577 8650:# 8/10

#H94000007312

The officers who are to serve until the first election of officers under the Articles of Incorporation:

Harvey Geller - President  
John C. Csapo - Vice-President/Secretary/Treasurer

C. Committees. This corporation shall have such standing and other committees as may be set forth in the corporation's bylaws or as may be appointed from time to time by the Board of Directors of the corporation.

#### ARTICLE VII

##### Location of Registered Agent

The address of this corporation's initial registered office in the State of Florida is 2340 Woolbright Road, Boynton Beach, Florida 33426.

The name of this corporation's initial registered agent at the above address is HARVEY GELLER.

#### ARTICLE VIII

##### Bylaws

Bylaws will be hereinafter adopted by the Board of Directors. Such bylaws may be amended, altered, expanded or repealed, in whole or in part, by the Board of Directors in the manner provided therein. Any amendments to the bylaws shall be binding on all members of this corporation.

#### ARTICLE IX

##### Amendment of Articles

Amendment to these Articles be amended by the Association by the Affirmative vote or written consent of the Owners holding not less than sixty-seven percent (67%) of all the votes of the Class A Memberships and the Class B Membership; provided, however, that no amendment shall be permitted which has a material adverse affect upon substantial rights of a First Mortgagee.

#### ARTICLE X

##### Indemnification and Limitation of Liability

The corporation shall indemnify any officer or director, or any former officer or director of the corporation, to the full extent permitted by law. The private property of the member shall

#H94000007312

SENT BY: 10- 5-95 :10:29AM ; CARLTON FIELDS WPB- 905 577 8650:# 9/10

#H9400007312

not, unless otherwise provided by law, be subject to the payment of the corporate debts to any extent whatsoever.

ARTICLE XI

Dissolution

In the event the corporation is dissolved within the State of Florida and ceases to exist for the stated purposes, such Certificate of Dissolution shall be filed with the Secretary of State according to the Florida Statutes for dissolving a non-profit corporation. Upon such dissolution the board of Directors shall, after paying or making provisions for payment of all liabilities of the corporation, dispose of the assets of the corporation exclusively for the purposes of the corporation in such manner, or to such organizations organized and operating exclusively for charitable, education, religious or scientific purposes, as shall at the time qualify as a non profit corporation under Florida Law.

IN WITNESS WHEREOF, the undersigned, being the original subscribers to the corporation hereinbefore named, for the purpose of forming a corporation not for profit for the purpose of operating within and without the State of Florida, under the laws of the State of Florida (specifically Part I of Chapter 617), makes and files these Articles of Incorporation, hereby declaring and certifying that the facts herein stated are true this 5th day of August, 1994.

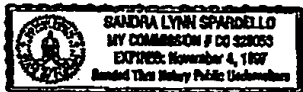
*Lynda J. Harris*  
LYNDA J. HARRIS, Subscriber

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me, this 5<sup>th</sup> day of August, 1994, by LYNDA J. HARRIS, who is personally known to me, or who has produced \_\_\_\_\_ (type of identification) as identification.

*Sandra Lynn Spardello*  
NOTARY PUBLIC Sandra Lynn Spardello  
STATE OF FLORIDA

MY COMMISSION EXPIRES: 11/4/97



#H9400007312

SENT BY:

10- 5-95 :10:29AM ; CARLTON FIELDS WFB-

305 577 8650:#10/10

#H9400007312

This is Not a Certified Copy

ACCEPTANCE OF REGISTERED AGENT

Having been named to accept service of process for the above stated corporation, at the place designated in these Articles, the undersigned hereby agrees to act in this capacity, and further agrees to comply with the provisions of all statutes relative to the proper and complete performance of his duties.

*Harvey Geller*  
\_\_\_\_\_  
HARVEY GELLER

STATE OF FLORIDA  
COUNTY OF PALM BEACH

5th The foregoing instrument was acknowledged before me, this day of August, 1994, by HARVEY GELLER, who is personally known to me, or who has produced FL Drivers License 6H60-320-34-005-0 (type of identification) as identification.



*Sandra Lynn Spardello*  
NOTARY PUBLIC *Sandra Lynn Spardello*  
STATE OF FLORIDA

NY COMMISSION EXPIRES: 11/4/97

## Bylaws of

Lawrence Oaks Homeowners' Association, Inc.,1. General Provisions.

1.1 Identity. These are the Bylaws of Lawrence Oaks Homeowners' Association, Inc., hereinafter referred to as the "Association," a corporation not-for-profit formed under the laws of the State of Florida. The Association has been organized for the purposes stated in the Articles and shall have all of the powers provided in these Bylaws, the Articles, the Declaration, and any statute or law of the State of Florida, or any other power incident to any of the above powers.

1.2 Principal Office. The principal office of the Association shall be at such place as the Board may determine from time to time.

1.3 Fiscal Year. The fiscal year of the Association shall be the calendar year.

1.4 Seal. The seal of the Association shall have inscribed upon it the name of the Association, the year of its incorporation and the words "Corporation Not-for-Profit." The seal may be used by causing it, or a facsimile thereof, to be impressed, affixed or otherwise reproduced upon any instrument or document executed in the name of the Association.

1.5 Inspection of Books and Records. The books and records of the Association shall be open to inspection by all Owners or their authorized representatives, and all holders, insurers or guarantors of any first mortgage encumbering a Lot. Such records of the Association shall include current copies of the Declaration, Articles and Bylaws, and any amendments thereto, any contracts entered into by the Association, and the books, records and financial statements of the Association. The Association shall be required to make available to prospective purchasers of Lots current copies of the Declaration, Articles and Bylaws, and the most recent annual financial statement of the Association. Notwithstanding the foregoing, any inspection of any books or records of the Association will only be permitted upon reasonable notice, during normal business hours or under reasonable circumstances, and must be for a proper purpose which is reasonably related to an interest that the person making the inspection has or may have in the Association.

1.6 Definitions. Unless the context otherwise requires, all terms used in these Bylaws shall have the same meaning as are attributed to them in the Articles, and the Declaration.

2. Membership In General.

2.1 Qualification. Pursuant to the Articles, all of the record owners of Lots shall be members of the Association. Membership for each Lot shall be established upon the recording of the Declaration. Prior to the recording of the Declaration, the incorporator shall be the sole member of the Association, but its membership shall terminate upon the recording of the Declaration, unless it owns any Lot(s).

2.2 Changes in Membership. The transfer of the ownership of any Lot, either voluntarily or by operation of law, shall automatically terminate the membership of the prior owner, and the transferee or new owner shall automatically become a member of the Association. It shall be the responsibility of any such transferor and transferee of a Lot to notify the Association of any change in the ownership of any Lot, and the corresponding change in any membership, by delivering to the Association a copy of the deed or other instrument of conveyance which establishes a transfer of ownership. In the absence of such notification, the Association shall not be obligated to recognize any change in membership or ownership of a Lot for purposes of notice, voting, Assessments, or for any other purpose.

2.3 Member Register. The secretary of the Association shall maintain a register in the office of the Association showing the names and addresses of the members of the Association. It shall be the obligation of each member of the Association to advise the secretary of any change of address of the member, or of the change of ownership of the member's Lot, as set forth above. Any member who mortgages his Lot shall notify the Association of the name and address of his mortgagee. Any member who satisfies the mortgage encumbering his Lot shall also notify the Association thereof, and shall file a copy of the satisfaction of mortgage with the Association. The names and addresses of any such mortgagee shall also be maintained in the member register.

3.1 Voting Rights. The voting rights of the members shall be as provided in the Articles.

3.2 Majority Vote and Quorum Requirements. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum is present shall be binding upon all members and Owners for all purposes, except where otherwise provided by law, in the Declaration, in the Articles, or in these Bylaws. Unless otherwise so provided, at any regular or special meeting, the presence in person or by proxy of persons entitled to cast the votes for one-third of the Lots shall constitute a quorum.

4. Membership Meetings.

4.1 Who May Attend. In the event any Lot is owned by more than one person, all co-owners of the Lot may attend any meeting of the members. In the event any Lot is owned by a corporation, any director or officer of the corporation may attend any meeting of the members. However, the vote for any Lot shall be cast in accordance with the provisions of the Articles. Institutional Mortgagees have the right to attend all members meetings.

4.2 Place. All meetings of the members shall be held at the principal office of the Association or at such other place and at such time as shall be designated by the Board and stated in the notice of meeting.

4.3 Notices. Written notice stating the place, day and hour of any meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given by first-class mail or personal delivery to each Class A Member entitled to vote at such meeting not less than 10 nor more than 60 days before the date of the meeting, either personally or by first-class mail, by or at the direction of the president, the secretary or the officer or persons calling the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the Class A Member at his address as it appears in the records of the Association, with postage thereon pre-paid. For the purpose of determining Class A Members entitled to notice of, or to vote at, any meeting of the Class A Members of the Association, or in order to make a determination of the Class A Members for any other purpose, the Board shall be entitled to rely upon the Class A Member register as same exists ten days prior to the giving of the notice of any meeting, and the Board shall not be required to take into account any changes in Class A Membership occurring after that date but may, in their sole and absolute discretion, do so. Notwithstanding the foregoing, if a Lot is owned by more than one person or by an entity, only one notice shall be required to be given with respect to the Lot, which may be given to any co-owner as defined in Paragraph 3.3.2 of these Bylaws. Notice to any Class A Member or co-owner shall be sent to the Lot of such member or co-owner, unless the Lot Owner(s) of the Lot otherwise request.

4.4 Waiver of Notice. Whenever any notice is required to be given to any Class A Member under the provisions of the Articles or these Bylaws, or as otherwise provided by law, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice. Attendance of a Class A Member at a meeting shall constitute a waiver of notice of such meeting, except when the Class A Member objects at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened.

4.5 Annual Meeting. The annual meeting for the purpose of electing directors and transacting any other business shall be held once each year at a time and place to be determined by the Board and as is contained in the notice of such meeting. However, so long as Declarant is entitled to appoint a majority of the directors of the Association, no annual meetings will be required.

4.6 Special Meetings. Special meetings of the members may be called at any time by any director, the president, or at the request, in writing, by not less than 25% of the members, or as otherwise provided by law. Such request shall state the purpose of the proposed meeting. Business transacted at all special meetings shall be confined to the subjects stated in the notice of meeting. Notice of any special meeting shall be given by the secretary, or other officer of the Association, to all of the members within thirty (30) days after same is duly called, and the meeting shall be held within forty-five (45) days after same is duly called.

4.7 Adjournments. Any meeting may be adjourned or continued by a majority vote of the members present in person or by proxy and entitled to vote, or if no member entitled to vote is present, then any officer of the Association may adjourn the meeting from time to time. If any meeting is adjourned or continued to another time or place, it shall not be necessary to give any notice of the adjourned meeting, if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, and any business may be transacted at the adjourned meeting that might have been transacted at the original meeting. If the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, notice of the adjourned meeting may be given to members not present at the original meeting, without giving notice to the members which were present at such meeting.

4.8 Organization. At each meeting of the members, the president, the vice president, or any person chosen by a majority of the members present, in that order, shall act as chairman of the meeting. The secretary, or in his absence or inability to act, any person appointed by the chairman of the meeting, shall act as secretary of the meeting.

4.9 Order of Business. The order of business at the annual meetings of the members shall be:

- 4.9.1 Determination of chairman of the meeting;
- 4.9.2 Calling of the roll and certifying of proxies;
- 4.9.3 Proof of notice of meeting or waiver of notice;
- 4.9.4 Reading and disposal of any unapproved minutes;
- 4.9.5 Reports of directors, officers or committees;
- 4.9.6 Nomination and election of inspectors of election;
- 4.9.7 Determination of number of directors;
- 4.9.8 Election of directors;
- 4.9.9 Unfinished business;
- 4.9.10 New business; and
- 4.9.11 Adjournment.

4.10 Minutes. The minutes of all meetings of the members shall be kept in a book available for inspection by the members or their authorized representatives, and the directors, upon reasonable notice, during reasonable times, for a proper purpose. The Association shall retain these minutes for a period of not less than seven years.

## 5. Directors.

### 5.1 Membership.

5.1.1 The affairs of the Association shall be managed by a Board of not less than three (3) nor more than nine (9) directors. So long as the Declarant is entitled to appoint any director pursuant to the Articles, the number of directors will be determined, and may be changed from time to time, by the Declarant by written notice to the Board. After the Declarant is no longer entitled to appoint any director, the number of directors may be changed at any meeting where the Class A Members are to elect any directors (i) by the then existing Board, if prior to such meeting of the members the Board votes to change the number of directors and such change is indicated in the notice of the meeting sent to the members, or (ii) by the members at the meeting prior to the election of directors. If the number of directors on the Board is not changed, then the number of directors shall be the same as the number on the Board prior to such meeting (plus any unfilled vacancies created by the death, resignation or removal of a director). In any event there shall always be an odd number of directors.

5.2 Election of Directors by Class A Members. Election of directors to be elected by the Class A members of the Association shall be conducted in the following manner:

5.2.1 Within 60 days after the Class A members are entitled to elect any directors, as provided in the Articles or the Declaration, or within 60 days after the Declarant notifies the Association that it waives its right to appoint one or more directors, the Association shall call, and give not less than 30 days nor more than 45 days notice of, a special meeting of the members to elect any directors the members are then entitled to elect, or to replace the appropriate number of directors previously appointed by the Declarant. Such special meeting may be called and the notice given by any member if the Association fails to do so. At such special meeting the Class A Members shall be required to elect any directors which they are entitled to elect, and if they fail to do so any directors appointed by Declarant which would have been replaced by any directors elected by the Class A Members may resign without further liability or obligation to the Association. In the event such a special meeting is called and held, at the meeting the Class A Members may elect not to hold the next annual meeting of the members if such next annual meeting would be less than 4 months after the date of the special meeting, and upon such election the next annual meeting of the members shall not be held.

5.2.2 Except as provided above, the Class A members shall elect directors at the annual members meetings.

5.2.3 Prior to any special or annual meeting at which directors are to be elected by the Class A members, the existing Board may nominate a committee, which committee shall nominate one person for each director to be elected by the members, on the basis that the number of directors to serve on the Board will not be altered by the members at the members meeting. Nominations for additional directorships created at the meeting shall be made from the floor, and other nominations may be made from the floor.

5.2.4 The election of directors by the Class A Members shall be by ballot that the member personally casts (unless dispensed with by unanimous consent) and by a plurality of the votes cast, each member voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

5.3 Term of Office. All directors elected by the Class A Members shall hold office until the next annual meeting of the Class A Members and until their successors are duly elected, or until such director's death, resignation or removal, as hereinafter provided or as otherwise provided by statute or by the Articles.

5.4 Organizational Meeting. The newly elected Board shall meet for the purposes of organization, the election of officers and the transaction of other business immediately after their election or within ten (10) days of same at such place and time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary.

5.5 Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the directors. During the period when Declarant appoints a majority of the Directors, no regular meetings of the Board will be required.

5.6 Special Meetings. Special meetings of the Board may be called by any director, or by the president, at any time.

5.7 Notice of Meetings. Notice of each meeting of the Board shall be given by the secretary, or by any other officer or director, which notice shall state the day, place and hour of the meeting. Notice of such meeting shall be delivered to each director either personally or by telephone or telegraph, at least 48 hours before the time at which such meeting is to be held, or by first class mail, postage prepaid, addressed to such director at his residence, or usual place of business, at least three days before the day on which such meeting is to be held. Notice of a meeting of the Board need not be given to any director who signs a waiver of notice either before or after the meeting. Notice of any meeting of the Board shall not be required to be given to the members or posted unless otherwise required by law. Notice of any meeting in which Assessments are to be established shall specifically contain a statement that Assessments shall be considered and a statement of the nature of such Assessments. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting, or the



manner in which it has been called or convened, except when a director states, at the beginning of the meeting, an objection to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in any notice or waiver of notice of such meeting.

**5.8 Quorum and Manner of Acting.** A majority of the directors determined in the manner provided in these Bylaws shall constitute a quorum for the transaction of any business at a meeting of the Board. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board, unless the act of a greater number of directors is required by statute, the Declaration, the Articles, or by these Bylaws. A director may join by written concurrence in any action taken at a meeting of the Board but such concurrence may not be used for the purposes of creating a quorum.

**5.9 Adjourned Meetings.** A majority of the directors present at a meeting, whether or not a quorum exists, may adjourn any meeting of the Board to another place and time. Notice of any such adjourned meeting shall be given to the directors who are not present at the time of the adjournment, and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other directors. At any adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

**5.10 Presiding Officer.** The presiding officer of the Board meetings shall be the chairman of the Board if such an officer is elected; and if none, the president of the Association shall preside. In the absence of the presiding officer, the directors shall designate one of their members to preside.

**5.11 Order of Business.** The order of business at a Board meeting shall be:

- 5.11.1 Calling of roll;
- 5.11.2 Proof of due notice of meeting;
- 5.11.3 Reading and disposal of any unapproved minutes;
- 5.11.4 Reports of officers and committees;
- 5.11.5 Election of officers;
- 5.11.6 Unfinished business;
- 5.11.7 New business; and
- 5.11.8 Adjournment.

**5.12 Minutes of Meetings.** The minutes of all meetings of the Board shall be kept in a book available for inspection by the members of the Association, or their authorized representatives, and the directors, upon reasonable notice, during reasonable times, for a proper purpose. The Association shall retain these minutes for a period of not less than seven years.

**5.13 Committees.** The Board may, by resolution duly adopted, appoint committees. Any committee shall have and may exercise such powers, duties and functions as may be determined by the Board from time to time, which may include any powers which may be exercised by the Board and which are not prohibited by law from being exercised by a committee.

**5.14 Resignation.** Any director may resign at any time by giving written notice of his resignation to another director or officer. Any such resignation shall take effect at the time specified therein or, if the time when such resignation is to become effective is not specified therein, immediately upon its receipt, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

5.15 Removal of Directors. Directors may be removed as follows:

5.15.1 Any director other than a director appointed by the Declarant may be removed by majority vote of the remaining directors, if such director has been absent for the last three consecutive Board meetings, and/or adjournments and continuances of such meetings.

5.15.2 Any director other than a director appointed by the Declarant may be removed with or without cause by the vote of a majority of the Class A Members of the Association at a special meeting of the Class A Members called by not less than ten percent of the Class A Members of the Association expressly for that purpose. The vacancy on the Board caused by any such removal may be filled by the Class A Members at such meeting or, if the Class A Members shall fail to fill such vacancy, by the Board, as in the case of any other vacancy on the Board.

5.16 Vacancies.

5.16.1 Vacancies in the Board may be filled by a majority vote of the directors then in office, though less than a quorum, or by a sole remaining director, and a director so chosen shall hold office until the next annual election and until his successor is duly elected, unless sooner displaced. If there are no directors, then a special election of the Class A Members shall be called to elect the directors. Notwithstanding anything contained herein to the contrary, the Declarant at all times shall have the right to appoint the maximum number of directors permitted by the Articles, and any vacancies on the Board may be filled by the Declarant to the extent that the number of directors then serving on the Board which were appointed by the Declarant is less than the number of directors the Declarant is then entitled to appoint.

5.16.2 In the event the Association fails to fill vacancies on the Board sufficient to constitute a quorum in accordance with these Bylaws, any Lot Owner may apply to the Circuit Court of the County in which the SUBJECT PROPERTY is located for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days prior to applying to the Circuit Court, the Lot Owner shall mail to the Association a notice describing the intended action giving the Association the opportunity to fill the vacancies. If during such time the Association fails to fill the vacancies, the Lot Owner may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs, and attorneys' fees. The receiver shall have all powers and duties of a duly constituted member of the Board, and shall serve until the Association fills vacancies on the Board sufficient to constitute a quorum.

5.17 Directors Appointed by the Declarant. Notwithstanding anything contained herein to the contrary, the Declarant shall have the right to appoint the maximum number of directors in accordance with the privileges granted to the Declarant pursuant to the Articles. All directors appointed by the Declarant shall serve at the pleasure of the Declarant, and the Declarant shall have the absolute right, at any time, and in its sole discretion, to remove any director appointed by it, and to replace such director with another person to serve on the Board. Replacement of any director appointed by the Declarant shall be made by written instrument delivered to any officer or any other director, which instrument shall specify the name of the person designated as successor director. The removal of any director and the designation of his successor by the Declarant shall become effective immediately upon delivery of such written instrument by the Declarant.

5.18 Compensation. The Directors shall not be entitled to any compensation for serving as Directors unless the members approve such compensation, provided however, the Association may reimburse any Director for expenses incurred on behalf of the Association without approval of the members.

5.19 Powers and Duties. The directors shall have the right to exercise all of the powers and duties of the Association, express or implied, existing under these Bylaws, the Articles, the Declaration, or as otherwise provided by statute or law.

6. Officers.

6.1 Members and Qualifications. The officers of the Association shall include a president, a vice president, a treasurer and a secretary, all of whom shall be elected by the directors and may be preemptively removed from office with or without cause by the

directors. Any person may hold two or more offices except that the president shall not also be the secretary. The Board may, from time to time, elect such other officers and designate their powers and duties as the Board shall find to be appropriate to manage the affairs of the Association from time to time. Each officer shall hold office until the meeting of the Board following the next annual meeting of the members, or until his successor shall have been duly elected and shall have qualified, or until his death, or until he shall have resigned, or until he shall have been removed, as provided in these Bylaws.

6.2 Resignations. Any officer may resign at any time by giving written notice of his resignation to any director or officer. Any such resignation shall take effect at the time specified therein, or if there is no time specified therein, immediately upon its receipt; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make such resignation effective.

6.3 Vacancies. A vacancy in any office, whether arising from death, resignation, removal or any other cause may be filled for the unexpired portion of the term of the office which shall be vacant in the manner prescribed in these Bylaws for the regular election or appointment of such office.

6.4 The President. The president shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of president of an association or corporation including, but not limited to, the power to appoint committees from among the members from time to time, as he may in his discretion deem appropriate to assist in the conduct of the affairs of the Association.

6.5 The Vice President. The vice president shall, in the absence or disability of the president, exercise the powers and perform the duties of the president. He shall also assist the president generally and exercise such other powers and perform such other duties as may be prescribed by the directors.

6.6 The Secretary. The secretary shall prepare and keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly executed. He shall keep the records of the Association, except those of the treasurer, and shall perform all other duties incident to the office of secretary of an association, and as may be required by the directors or the president.

6.7 The Treasurer. The treasurer shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board for examination at reasonable times. He shall submit a Treasurer's Report to the Board at reasonable intervals and shall perform all other duties incident to the office of treasurer. He shall collect all Assessments and shall report to the Board the status of collections as requested.

6.8 Compensation. The officers shall not be entitled to compensation unless the Board specifically votes to compensate them. However, neither this provision, nor the provision that directors will not be compensated unless otherwise determined by the members, shall preclude the Board from employing a director or an officer as an employee of the Association and compensating such employee, nor shall they preclude the Association from contracting with a director for the management of property subject to the jurisdiction of the Association, or for the provision of services to the Association, and in either such event to pay such director a reasonable fee for such management or provision of services.

## 7. Finances And Assessments.

7.1 Assessment Roll. The Association shall maintain an Assessment roll for each Lot, designating the name and current mailing address of the Owner, the amount of each Assessment against such Owner, the dates and amounts in which the Assessments come due, the amounts paid upon the account of the Owner, and the balance due.

7.2 Depositories. The funds of the Association shall be deposited in such banks and depositories as may be determined and approved by appropriate resolutions of the Board from time to time. Funds shall be withdrawn only upon checks and demands for money signed by such officers, directors or other persons as may be designated by the Board. Fidelity bonds

as required by the Declaration shall be required of all signatories on any account of the Association.

7.3 Depositing of Payments. All sums collected by the Association from Assessments may be deposited in a single fund or divided into more than one fund, as determined by the Board.

7.4 Accounting Records and Reports. The Association shall maintain accounting records according to good accounting practices. The records shall be open to inspection by Owners and Institutional Mortgagees or their authorized representatives, at reasonable times. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and (b) the Assessment roll of the members referred to above. The Board may, and upon the vote of a majority of the members shall, conduct a review of the accounts of the Association by a certified public accountant, and if such a review is made, a copy of the report shall be furnished to each member, or their authorized representative, within fifteen days after same is completed.

7.5 Reserves. The budget of the Association shall provide for a reserve fund for the periodic maintenance, repair and replacement of improvements to the COMMON AREAS and those other portions of the SUBJECT PROPERTY which the Association is obligated to maintain.

## 8. Parliamentary Rules.

8.1 Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with any Declaration, the Articles or these Bylaws.

## 9. Amendments.

Except as otherwise provided, these Bylaws may be amended in the following manner:

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

9.2 Initiation. A resolution to amend these Bylaws may be proposed either by any director, or by or at the direction of 25% percent or more of the members of the Association.

### 9.3 Adoption of Amendments.

9.3.1 A resolution for the adoption of the proposed amendment shall be adopted by not less than a majority of the votes of the entire membership of the Association.

9.3.2 Notwithstanding the foregoing, these Bylaws may be amended solely by the Board, upon the unanimous vote of the directors and without the vote or approval of the members, if the purpose of such amendment is solely to conform these Bylaws to the provisions of any applicable statute of the State of Florida, including any amendment to any statute hereafter adopted.

9.3.3 Notwithstanding anything contained herein to the contrary, so long as the Declarant is entitled to appoint a majority of the directors, the Declarant shall have the right to unilaterally amend these Bylaws without the joinder or approval of the Board or any Class A Member, and so long as the Declarant owns any Lot, no amendment to these Bylaws shall be effective without the written approval of the Declarant.

9.4 No amendment shall make any changes in the qualification for membership nor in the voting rights or property rights of members without approval by all of the members and the joinder of all record owners of mortgages upon the Lots. No amendment shall be made that is in conflict with the Declaration or the Articles. Prior to the closing of the sale of all Lots, no amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, the Declarant, unless the Declarant shall join in the execution of the amendment, including, but not limited to, any right of the Declarant to appoint directors.

9.5 No amendment to these Bylaws shall be made which discriminates against any Owner(s), or affects less than all of the Owners without the written approval of all of the Owners so discriminated against or affected.

9.6 Execution and Recording. No modification of, or amendment to, the Bylaws shall be valid until recorded in the public records of the county in which the SUBJECT PROPERTY is located.

9.7 So long as there is a Class B Member any amendment, must be approved by the Federal Housing Administration or by the Veterans Administration if any mortgage encumbering a Lot is guaranteed or insured by either such agency. Such approval shall be deemed given if either agency fails to deliver written notice of its disapproval of any amendment to Declarant or to the Association within 20 days after a request for such approval is delivered to the agency by certified mail, return receipt requested, or equivalent delivery, and such approval shall be conclusively evidenced by a certificate of Declarant or the Association that the approval was given or deemed given.

10. Miscellaneous.

10.1 Tenses and Genders. The use of any gender or of any tense in these Bylaws shall refer to all genders or to all tenses, wherever the context so requires.

10.2 Partial Invalidity. Should any of the provisions hereof be void or become unenforceable at law or in equity, the remaining provisions shall, nevertheless, be and remain in full force and effect.

10.3 Conflicts. In the event of any conflict, the Declaration, the Articles, and these Bylaws, shall govern, in that order.

10.4 Captions. Captions are inserted herein only as a matter of convenience and for reference, and in no way are intended to or shall define, limit or describe the scope of these Bylaws or the intent of any provisions hereof.

10.5 Waiver of Objections. The failure of the Board or any officers of the Association to comply with any terms and provisions of the Declaration, the Articles, or these Bylaws which relate to time limitations shall not, in and of itself, invalidate the act done or performed. Any such failure shall be waived if it is not objected to by a member of the Association within ten (10) days after the member is notified, or becomes aware, of the failure. Furthermore, if such failure occurs at a general or special meeting, the failure shall be waived as to all members who received notice of the meeting or appeared and failed to object to such failure at the meeting.

The foregoing was adopted as the Bylaws of the Association on the 24 day of October, 1995.

EAS\LAWRINCE.DYL

Prepared by and Return to:  
Larry M. Mesches, Esq.  
KOEPPPEL GOTTNEB MESCHES  
222 Lakeview Avenue, Suite 260  
West Palm Beach, FL 33401  
(561) 659-4020

**CERTIFICATE OF THIRD AMENDMENT TO DECLARATION  
OF LAWRENCE OAKS HOMEOWNERS ASSOCIATION, INC.**

**THE UNDERSIGNED**, being the duly elected and acting President of LAWRENCE OAKS HOMEOWNERS ASSOCIATION, INC., a Florida Corporation not for profit, does hereby certify that the following resolutions were duly adopted by the Board of Directors, and on April \_\_, 2002, at a meeting of the members, when a quorum was present, after due notice, also were approved and adopted by the votes indicated, for the purposes of amending: (1) the Declaration of Covenants, Restrictions and Easements for Lawrence Oaks, as originally recorded in Palm Beach County Official Records Book 8539 at Pages 384 *et seq* as amended.

A. The following resolutions amending the Declaration were approved by the owners of at least sixty-seven percent (67%) of the total number of votes to which the unit owners present and voting were entitled:

- a. Words in the text which are lined through with (——) indicate deletions from the present text.
- b. Words in the text which are underlined indicate additions to the present text.

RESOLVED:

1. The Declaration shall be amended to add an Article XXI, which will provide as follows:

**ARTICLE XXI. TRANSFERS SUBJECT TO APPROVAL**

**Section 1. LEASE, CONVEYANCE, DISPOSITION** — The purpose and object of this paragraph is to maintain a quiet, tranquil, non-transient, and single-family oriented atmosphere with the residents living in compatible coexistence with other financially responsible persons who are of like mind and acceptable both in character and comportment. This objective is considered to be both important and justified because of the necessity of sharing facilities and because of the large personal financial investment of each owner. Therefore, the lease, conveyance and disposal of the units by owners shall be subject to the following provisions:

**Section 2. ASSOCIATION APPROVAL REQUIRED** — No owner may sell, lease, give, or otherwise transfer ownership of a unit or any interest therein in any manner without the prior written approval of the Association. The approval shall be a written instrument in recordable form (except for leases) which shall include, without limitation, the nature of the transfer (sale, lease, etc.), the parties to the transaction (sellers, purchasers, etc.), the unit number, the name of the Association, and the Official Record Book (O.R. Book) and Page numbers in which this Declaration was originally recorded. The approval must be recorded simultaneously in the Palm Beach County, Florida Public Records with the deed or other instrument transferring title to the unit.

**Section 3. DEVISE OR INHERITANCE** — If any unit owner shall acquire title by devise or inheritance or in any other manner not heretofore considered, the continuance of ownership shall be subject to the approval of the Association. Such owner shall give the Association notice of the title acquisition together with such additional information concerning

the unit owner as the Association may reasonably require, together with a copy of the instrument evidencing the owner's title, and if such notice is not given, the Association, at any time after receiving knowledge of such transfer, may approve or disapprove the transfer of ownership.

**Section 4. LEASES** — Approvals of leases need not be recorded. Only entire units may be leased. All leases must provide, and if they do not, shall be deemed to provide, the agreement of the lessee(s) to abide by all of the Covenants of the Association's documents and that a violation of the documents is a material breach of the lease and is grounds for damages, termination, and eviction, and that the lessee(s) and the owner agree that the Association may proceed directly against such lessee(s) and that the lessee(s) shall be responsible for the Association's costs and expenses, including attorneys' fees, at all trial and appellate levels. If such costs and fees are not immediately paid by the lessee(s), the unit owner shall pay them and such funds shall be secured as a charge. Each unit owner irrevocably appoints the Association as owner's agent authorized to bring actions in owner's name and at owner's expense including injunction, damages, termination, and eviction. The rules and regulations must be provided to the lessee(s) by or on the behalf of the unit owner at or before the commencement of the lease term. The minimum leasing period is three (3) months and no unit may be leased more than one (1) time per calendar year, unless made more restrictive by the Board.

**Section 5. APPROVAL PROCEDURE** — The approval of the Association shall be obtained as follows:

**a. WRITTEN NOTICE** — Not later than 15 days before the intended transfer of ownership occurs, or 15 days prior to the first day of the intended occupancy under a lease, written notice shall be given the Association by the owner of their intention to sell or transfer interest in any fashion. The notice shall include the name and address of the proposed acquirer and a correct and



complete copy of the proposed documents to be executed to effectuate the transaction. The Association may require such other and further information as it deems reasonably necessary and may impose a transfer fee not to exceed \$100 or as permitted by law from time to time.

**b. ASSOCIATION OPTIONS** — The Association must, within fifteen (15) days after receipt of the transfer fee and all of the information required above, either approve the transfer, disapprove it for cause, or, except in the case of disapproval for cause, on the written demand of the owner, furnish an alternate purchaser it approves or the Association may itself elect to purchase, and the owner must sell to such alternate or to the Association on the same terms set forth in the proposal given the Association or the owner may withdraw the proposed sale. In exercising its power of disapproval the Association must act in a manner that is neither arbitrary nor unlawfully discriminatory and withhold approval only for a reason or reasons rationally related to the protection, preservation, and/or proper operation of the Association and the purposes as set forth at the beginning of this Paragraph. If the Association fails or refuses within the allotted time to notify the owner of either approval or disapproval in writing, or if it fails to provide an alternate purchaser or make an election to purchase the unit itself when required to do so, then the Association shall conclusively be presumed to have approved the transaction, and the Association shall, on demand, provide a recordable certificate of approval.

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

**d. NOTICE OF DISAPPROVAL** — If the Association disapproves the proposed transaction (subject to the qualifications contained in Subsection b, notice of disapproval shall promptly be sent in writing to the owner or interest holder, and the transaction shall not be made. The Association need not approve any sale, transfer, or lease until such time as all unpaid

assessments and all court costs and attorneys' fees (if any) incurred by the Association and due and owing for the unit have been paid.

**e. JUDICIAL SALES** — Judicial sales are exempt from this section.

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

June 12<sup>th</sup>, 2003

LAWRENCE OAKS HOMEOWNERS  
ASSOCIATION, INC.

Witnesses:

Jason Russell  
Jason Russell  
Printed Name

By: Debrah Richter  
Debrah Richter, President

Jean Foster  
Jean Foster  
Printed Name

(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of June, 2003, by Debrah Richter, known to me to be the President of LAWRENCE OAKS HOMEOWNERS ASSOCIATION, INC.,  who is personally known to me or  who produced \_\_\_\_\_ as identification.



**JEAN FOSTER**  
NOTARY PUBLIC - STATE OF FLORIDA  
COMMISSION # DD197819  
EXPIRES 03/31/2007  
My Commission Expires  
BONDED THRU 1-888-NOTARY1

Jean Foster  
Notary Public  
Jean Foster  
Printed Name



CFN 20120365322  
OR BK 25457 PG 1172  
RECORDED 09/14/2012 15:18:37  
Palm Beach County, Florida  
Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 1172 - 1295; (124pgs)

Prepared by/Return to:  
Michael J Posner, Esq.  
4420 Beacon Circle  
West Palm Beach, Florida 33407  
Will Call #37

CERTIFICATE OF AMENDMENT TO THE  
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR LAWRENCE OAKS .OCT 02 2012

THIS CERTIFICATION OF AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS, made as of this 13<sup>th</sup> day of August, 2012, by the President and Secretary of Lawrence Oaks Homeowners Association, Inc. (hereinafter the "Association").

WITNESSETH:

WHEREAS, the Association is the Association responsible for the management and operation of Lawrence Oaks pursuant to the Declaration of Covenants, Restrictions and Easements for Lawrence Oaks as recorded in Official Records Book 8539, Page 384, and all amendments thereto, of the Public Records of Palm Beach County, Florida (the "Declaration"); and

WHEREAS, the Declaration provides that it may be amended by at least sixty-seven (67%) percent of the members at any regular, annual or special meeting of the Association or by appropriate consent to action; and

NOW, THEREFORE, the President and Secretary of the Association hereby certify the following:

1. That the Declaration was amended by the affirmative vote of at least sixty-seven (67%) percent of the members qualified to vote by a consent to action effective as of August 13<sup>th</sup>, 2012, copies of the signature pages of which are attached hereto and made a part hereof.

2. Pursuant to said consent to action, two (2) Amendments to the Declaration were duly adopted and approved as set forth on the Consent to Action as follows:

1. That Article X, of the Declaration shall be amended as follows:

Section 15. Lease Restrictions: In order to maintain a community of congenial Unit Owners who are financially responsible, and thus protect the value of the Units in a single family oriented, non-transient atmosphere, the leasing of Units by any Owner shall be subject to the following provisions, as long as the Homeowner's Association exists upon the Land, which provisions each Unit Owner covenants to observe. These objectives are important and justified because of the large financial investment of each Unit Owner and the sharing of facilities inherent in community living.

No Unit Owner may transfer possession or otherwise lease a Unit or any interest therein during the first two (2) years of Unit ownership regardless of how such interest is acquired, except to another Unit Owner. Only entire Units may be leased. Thereafter, any and all leases must provide, and if they do not, shall be deemed to provide the agreement of the lessee(s) to abide by all of the Association Documents as promulgated and amended from time to time. A violation of any of the terms of any of the foregoing documents shall constitute a material breach of the lease and shall constitute grounds for damages, termination and eviction. The lessee and the Unit Owner agree that the Association may proceed directly against such lessee(s) and that the lessee(s) and the Unit Owner shall be jointly and severally responsible for all of the Association's costs and expenses, including, without limitation, attorneys' fees and costs of any kind, whether at trial or appellate levels or otherwise. If such costs and fees are not immediately paid by the lessee(s), the Unit Owner shall pay them and such funds shall be secured as a lien on the Unit. Each Unit Owner irrevocably appoints the Association as the Unit Owner's agent authorized to bring actions in such Unit Owner's name and at such Unit Owner's expense including injunction, damages, termination and eviction. The Rules and Regulations must be provided to the lessee(s) by or on the behalf of the Unit Owner at or before the commencement of the Lease term.

2. That Article XIII, Section 4 of the Declaration shall be amended as follows:

Section 4. Sale, Lease or Mortgage of Lots. An Institutional First Mortgagee holding a mortgage on a Unit who becomes an owner of that Unit through foreclosure or by deed in lieu of foreclosure, or whomsoever shall become the acquirer of title at the foreclosures sale of an Institutional First Mortgage or the lien of Common Expenses, shall have the unqualified right to sell, lease, subject to the two (2) year lease waiting provision of Article X, Section 15, or otherwise transfer

ownership but not possession to said Unit and/or to mortgage said Unit without prior offer to or approval of the Board.

3. The President and Secretary certify that the attached amendments were adopted and approved and constitute the approval of at least sixty-seven (67%) percent of the members of the Association.

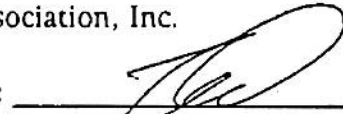
In Witness Whereof, the undersigned President and Secretary of the Association have hereunto set their hands and seals the day and date above written.


Sign, sealed and delivered  
in the presence of:



(Association Seal)

Lawrence Oaks Homeowners  
Association, Inc.

By:   
Lawrence Duffy, President

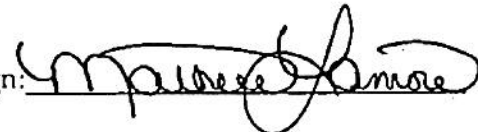
Attest:   
Rosalie De Stefano Secretary

STATE OF FLORIDA; COUNTY OF PALM BEACH )

I HEREBY CERTIFY that on this day, sworn to and subscribed before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Lawrence Duffy, President and Rosalie De Stefano Secretary of Lawrence Oaks Homeowners Association, Inc., to me known to be the persons described in or who have produced \_\_\_\_\_ as identification and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 1<sup>st</sup> day of August, 2012.

Print: Mathew Lamore

Sign: 

My Commission Expires:

My Commission Number: DD973751

y:\users\jpl\p\l\l\oaks\_hoa\certificate of amendment.doc

