WELCOME

CORAL LAKES

HOMEOWNERS ASSOCIATION, INC.

P.O. BOX 124

PORT SALERNO, FL. 34992

OFFICAL DOCUMENTS INCLUDED

NOTE: THESE DOCUMENTS MUST BE
GIVEN TO NEW HOMEOWNERS WHEN
SELLING YOUR PROPERTY

ARTICLES OF INCORPORATION

DECLARATION OF PROTECTIVE COVENANTS

BYLAWS

CURRENT FLORIDA STATUTES
GOVERNING HOMEOWNERS
ASSOCATION CAN BE FOUND ON THE WEB AT
www.flsenate.gov Search statutes as follows:
TITLE XL
CHAPTER 720

RE-PRINT DONE ON 6/1/2005

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AMENDED ARTICLES OF INCORPORATION OF

CORAL LAKES HOMEOWNERS ASSOCIATION, INC.

(A corporation not for profit)

ARTICLE I Name

The name of the corporation is CORAL LAKES HOMEOWNERS ASSOCIATION, INC.

(hereafter referred to as the Association)

ARTICLE II Purposes

The general nature, objects, and purposes of the association are:

a) To promote the health, safety, and social welfare of the owners of the property within that area described in Article IV hereof, which will be hereinafter referred to as CORAL LAKES.

b) To maintain and/or repair landscaping in the general and/or common areas, sidewalks and/or access paths, streets and other common areas, structures and other improvements in CORAL LAKES for which the obligation to maintain and repair has been delegated and accepted.

c) To control the specifications, architecture, design, appearance, elevation and location of (and landscaping around) all buildings of any type, including walls, fences, swimming pools, docks, bulkheading, antennae, sewers, drains, disposal systems, or other structures constructed, placed or permitted to remain in CORAL LAKES as well as the alteration, improvement, addition or change thereto.

d) To control and maintain the waterways, canals and drainage facilities in CORAL LAKES

e) To provide, purchase, acquire, replace, improve, maintain and/or repair such building, structures, landscaping, paving and equipment, both real and personal, related to the health, safety, and social welfare of the members of the association, as the Board of Directors in its discretion determines necessary, appropriate, and/or convenient.

f) To operate without profit for the sole and exclusive benefit of its members.

ARTICLE III General Powers

The general powers that the association shall have are as follows:

a) To hold funds solely and exclusively for the benefit of the members for purposes set forth in these Articles of Incorporation.

b) To promulgate and enforce rules, regulations, bylaws, covenants, restrictions and agreements to effectuate the purposes for which the Association is organized.

c) The delegate power or powers where such is deemed in the interest of the Association.

d) To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of, real or personal property; to enter into, make, perform, or carry out contracts of every kind with any person, firm, corporation, or association; to do any and all acts necessary or expedient for carrying on any and all of the activities and pursuing any and all of the objects and purposes set forth in the Articles of Incorporation and not forbidden by the laws of the State of Florida.

e) To fix assessments to be levied against property to defray expenses and costs of effectuating the objects and purposes of the Association and to create reasonable reserves for such expenditures.

f) To charge recipients for services rendered by the Association and the user for the use of Association property where such is deemed appropriate by the Board of Directors of the Association.

g) To pay taxes and other charges, if any, on or against property owned or accepted by the Association.

h) To borrow money and, from time to time, to make, accept, endorse, execute, and issue debentures, promissory notes, or other obligations of the Association for monies borrowed or in payment for property acquired of for any of the other purposes of the Association and to secure the payment of such obligation by mortgage, pledge or other instrument of trust, or by lien upon, assignment of, or agreement in regard to all or any part of the property rights or privileges of the association wherever situated.

i) In general, to have all powers conferred upon a corporation by laws of the State of Florida, except as prohibited herein.

ARTICLE V Voting and Assessments

a) Subject to the restrictions and limitations hereinafter set forth, each Member shall have one vote for each lot owned by such member in CORAL LAKES.

b) The Association will obtain funds with which to operate by assessment of its members in accordance with provisions of the Declaration of Covenants and Restrictions for CORAL LAKES, as supplemented by the provisions of the by-laws of the Association relating thereto.

ARTICLE VI Board of Directors

a) **AMENDED-** The Affairs of the Association shall be managed by a Board of Directors consisting of seven members. The directors must be members of the Association and reside within CORAL LAKES. Elections shall be by plurality vote. Effective with the 1989 meeting, the three directors who receive the highest plurality votes shall serve for a term of two years, the next four directors shall serve a term of one year. Starting with the 1990 meeting and every subsequent year, four directors will be elected. The three directors receiving the highest plurality votes will serve for a term of two years, the fourth director will serve for a term of one year. Therefore, each year subsequent, four directors will be elected. Thereafter as many directors shall be elected and appointed, as the case may be. As there are regular terms of office of directors expiring at such time, and the term of the directors so elected or appointed at each annual election following their election and thereafter until their successors are duly elected and qualified, or until removed from office with or without cause by affirmative vote of a majority of the members which elected or appointed them. (July 12,1988 Secretary of State, Tallahassee, Florida)

b) The names and addresses of the members of the first board (not Applicable)

ARTICLE VII Officers

a) The officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, and such other officers as the board may form from time to time by resolution create. Any two or more offices may be held by the same person except the offices of President and Secretary. Officers shall be elected for (1) year terms in accordance with the procedure set forth in the By-laws.

b) The names of the first officers – (Not Applicable)

ARTICLE VIII Corporate Existence

The Association shall have perpetual existence

ARTICLE IX By-laws

The Board of Directors shall adopt by-laws consistent with these articles, and may be amended or repealed by a majority of the Board of Directors.

ARTICLE X Amendment to the Articles of Incorporation

These articles may be altered, amended, or repealed by a majority vote of the members.

ARTICLE XI Subscribers

The names of subscribers - - Obsolete and not applicable.

ARTICLE XII Indemnification of officers and Directors

a) The Association hereby indemnifies any Director or Officer made a party or threatened to be made a party to, any threatened, pending, or completed action, suit, or proceeding:

    1. Whether civil, criminal, administrative, or investigative, other than one by or in the right of the Association to procure a judgement in its favor, brought to impose a liability or penalty on such a person for an act alleged to have been committed by such a person in his capacity of Director, or Officer of the Association, or in his capacity as Director, Officer, employee or agent of any other corporation, partnership, joint venture, trust, or other enterprise which he served at the request of the Association, against judgements, fines, amounts paid in settlement and reasonable expenses, including attorney's fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal therein if such a person acted in good faith in the reasonable belief that such action was in the best interest of the Association, and in criminal actions or proceedings, without reasonable ground for belief that such action was unlawful. The termination of any such action, suit or proceeding by judgement, order, settlement, conviction or upon a plea of nolo contrendre or its equivalent shall not in itself create a presumption that any such Director or Officer did not act in good faith, in reasonable belief that such action was in the best interest of the Association or that he had reasonable grounds for belief that such action was unlawful.

    2. By or in the right of the Association procedure a judgement in its favor by reason his being or having been a Director or officer of the Association or by reason of his being or having been a Director or Officer of the Association or by reason of his being or having been a Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association against the reasonable expenses, including attorney's fees actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association. Such person shall not be entitled to indemnification in relation to matters as to which such person has been adjudged to have been guilty of negligence or misconduct, in the performance of his duty to the Association unless and only to the extent that the court, administrative agency, or investigative body before which such action, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

b) The Board of Directors shall determine whether amounts for which a Director or officer seeks indemnification where properly incurred and whether such Director or officer acted in good faith and in a manner he reasonably believed to be in the best interest of the Association, and whether, with respect to any criminal action or proceeding, he had no reasonable grounds for belief that such action was unlawful. Such determination shall be made by the Board of Directors by a

majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding.

c) The forgoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law.

ARTICLE XIII Transactions in which Directors or officers are interested

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

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

ARTICLE XIV Dissolution of the Association

a) Upon dissolution of the Association, all of its assets remaining after provision for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner;

    1. Dedication to any applicable municipal or other governmental authority of any property determined by the Board of Directors of the Association to be appropriate for such dedication and which the authority is willing to accept.

    2. Remaining assets shall be distributed among the members subject to the limitation set forth below, each member's share of the assets to be determined by multiplying such remaining assets by a fraction, the numerator of which is all amounts assessed by the Association since its and the denominator of which is the total amount (excluding penalties and interest) assessed by the Association against all properties which at the time of dissolution shall count as a whole for the purpose of preceding fractions.

b) The Association may be dissolved upon a resolution to that effect being approved by two thirds (2/3) of the members of the Association, and if such decree be necessary at the time of dissolution, after receipt of an appropriate decree as set forth in Florida Statute Ann.617.05 or statute of similar import. In the event of incorporation by annexation or otherwise of all or part of CORAL LAKES by a political subdivision of the State of Florida, the Association may be dissolved in the manner set forth above.

IN WITNESS WHEREOF, the said subscribers have hereunto set their hands and seals this 7th day of January, 1979.

Signed Armond Marcanthony

CORAL LAKES
HOMEOWNERS ASSOCIATION, INC
P.O. BOX 124
PORT SALERNO, FL. 34992

DECLARATION OF PROTECTIVE COVENANTS

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DECLARATION OF PROTECTIVE COVENANTS

Dated April 1979

Filed May 3,1979

Recorded in Official

Records Book 469

Pages 2577-2585

AMENDMENTS:

#1-Article property lines Jan. 27,1981

Book 516 Page 965

#2-Article XX Liens-Not Recorded

#3-Article XV Lots &Residence size Nov. 1986

Book 697 Page 306

#4- Article IX Eliminating FOR SALE signs

Book 723 Page 912

#5- Article IV Use Restriction June 6, 1988

XI-Animals

XII-Parking

XIII-Antennae

XX-Liens, Assessments

XXVI-Fencing

Book 768 Pages 2501-2505

#6-Article-XX 33% road fund Jan. 15, 1991

Book 0889 Page 1906

#7-Article-VII Vacant lot mowing….1991

Book Page

#8-Article-IX Allow FOR SALE signs

Jan. 3,1993

Book 0993 Page 2585

Article 9 XII- Prohibited Parking 2/3/97

#10 Article XX- Maintenance Assessments 1/18/98

#11 Article IV- Use Restriction 3/4/98

#12 Article XXVII- Pool Enclosures 6/1/05

DECLARATION OF PROTECTIVE COVENANTS

COVERING ALL OF

CORAL LAKES, a subdivision of Martin County,

Florida, according to the plat thereof as

recorded in Plat Book 7, Page 80

of the Public Records of Martin County, Florida

THIS DECLARATION, made this xx day of April 1979, by MR. LAND, INC. a Florida Corporation, hereinafter referred to as "Developer".

WITNESSETH

WHEREAS, the Developer is the owner in fee simple of all the property in subdivision described in Article I of this Declaration; and

WHEREAS, the subdivision is to be developed for residential purposes; and

WHEREAS, Developer desires to provide for the preservation of the value and amenities of the subdivision and, to this end, desires to subject the real property in the subdivision to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of the said property and each owner thereof;

NOW THEREFORE, the Developer declares that each lot in the subdivision described in Article I is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges and liens, sometimes hereinafter referred to as "covenants and restrictions" hereinafter set forth.

ARTICLE I

Property Subject to this Declaration

The real property which is, and shall be held, transferred, sold, conveyed, and occupied subject to this declaration is located in the subdivision known as "**CORAL LAKES**" as shown in the Public Records of Martin County, Florida.

ARTICLE II

Definitions

Section 1. The following words, when used in this Declaration or any supplemental Declaration (unless the context shall prohibit), shall have the following meanings:

a) "**Developer**" shall mean and refer to MR. LAND, INC., its successors and assigns.

b) "**Subdivision**" shall mean and refer to the subdivision known as "**CORAL LAKES**" as shown on the plat thereof recorded in Plat Book 7, at Page 80, of the Public Records of Martin County, Florida.

c) "**Plat**" shall mean and refer to the Plat of **CORAL LAKES** as recorded in Plat Book 7, at Page80, of the Public Records of Martin County, Florida.

d) "**Owner**" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any lot in the Subdivision, but shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title to such lot pursuant to foreclosure or any proceeding in lieu of foreclosure.

e) "**THE COORAL LAKES SUBDIVISION ARCHITECTURAL REVIEW BOARD"** shall mean a Board established to review and approve or reject building or site improvement plans.

f) "**Properties**" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereinafter be brought within the jurisdiction of the Association.

g) "**Lot**" shall mean and refer to any numbered parcel of land shown on any recorded Subdivision map of the Properties with the exception of the Common Area.

h) "**CORAL LAKES HOMEOWNERS ASSOCATION**" shall mean an association, non-profit corporation, created for the purpose of holding common lands within the Development.

i) "**Common Lands**" those parcels which are owned jointly by all owners within the development, including the roads.

ARTICLE III

Conveyances Made by the Developer

Whether or not provision thereof is specifically stated in any conveyance made by the developer of a lot in the Subdivision, the owner or occupant of each such lot, by acceptance of title thereto or by taking possessions thereof, covenants and agrees to all of the provisions of this Declarations of Protective Covenants.

CORAL LAKES HOMEOWNERS ASSOC.

P.O. BOX 6048

STUART, FL. 34997

Change to Coral Lakes Covenant-Article IV- Use Restriction effective MARCH 1998

Garage sales, or the like are prohibited except on the third Saturday in the month of March. All members will be allowed to participate. All Coral Lakes gates will remain open during the time of the sale from the hours of 8:00 AM UNTIL 4:00PM.

Amendment # 11 3/4/98

ARTICLE IV

Use Restriction

Except as hereinafter provided, each lot in the subdivision is restricted to the use of a single family, its household servants and guests, exclusively for residential purposes and no business of any nature can be operated in the home. A construction shed may be placed on a lot and remain there temporarily during the course of active construction of a residence, otherwise no portable or temporary buildings or trailers may be placed on a lot. Only one single-family residence, one private garage and one guest house not to exceed forty (40) percent of the area of the main dwelling, exclusive to attached garages, patios, and porches, shall be erected in any of the residence lots hereinabove described. Nothing herein, however shall prohibit the construction or erection of servants quarters in connecting with the garage on said lot. It is expressly understood that such servants quarters shall not be used for rental purposes by the owner or lessee of said premises. If servant's quarters or garage be constructed prior to the main residence or dwelling, the same shall not be occupied by servants or others for living purposes until work is actually commenced upon said residence. Said residence must be completed within six (6) months from such occupancy. No Occupancy shall be permitted in unfinished homes. All structures shall be completed within one (1) year of the building permit being issued. With the exception of existing or installed shrubbery or trees, the entire lot must be completely, sodded upon issuance of the certificate of occupancy. Garage sales, or the like are prohibited (Amendment #5).

ARTICLE V

Setback Restrictions

Section 1. Setback Lines. Subject to the exceptions hereinafter mentioned, no building or any part thereof may project beyond the following setback lines:

50 feet from property lines except Lots 1, 13, 14, 24, 46, 55, 56, 78, 84, 90, 91, and 96 which shall have a 35 foot front setback.

10 feet from side property lines (Amendment #1)

10 feet from rear property lines (Amendment #1)

The following corner lots, 32, 33, 42, 44, 45, 54, 60, 85, and 94 shall have a 50 foot front set-back and a 35 foot side setback from the side road.

Section 2. Measurements. Where lots have curved property lines, setback distances shall be taken at right angles with tangents to the curve. All other setbacks shall be measured at right angles to the property lines

Section 3. Exceptions to Setback Restrictions with board approval. Terraces, walls, fences, lot platforms or setups, swimming pools and similar low unroofed and unscreened construction may be erected outside of the setback lines, provided such construction shall not interfere with the exposure or view, or reasonable privacy of the adjoining or facing property, with the written approval of the BOARD. Where construction is within easement areas, the approval must also be obtained of any private or public utility which has its facilities in the easement, or whose facilities would be affected by the construction.

ARTICLE VI

Building and Landscaping Plans

Section 1. In general. For the purpose of insuring the development of the lands in the subdivision as a residential area of high standards, the BOARD reserves the right to control the buildings, structures, minimum landscaping and other improvements placed on each lot.

Section 2. The initial BOARD shall consist of A. MARCANTHONY, and thereafter subject to re-election by owners of lots within the subdivision on January 1 of each calendar year beginning January 1,1980. Vacancies shall be filled by the owners when they occur.

NOTE: Article VI, Section (A) of the Articles of Incorporation states:

The affairs of the Association shall be managed by a Board of Directors consisting of seven (7) Directors. The Directors must be members of the association and reside within Coral Lakes.

Section 3. Approvals of Plans. Whether or not provisions therefor are specifically stated in any conveyance of a lot made by the Developer, the owner or occupant of each and every lot, by acceptance of title thereto or by taking possession thereof, covenants and agrees that no building wall, structure, landscaping or other improvements shall be placed upon such lot unless and until plans and specifications therefore and plot plan have been approved in writing by the BOARD. Each such building, wall, structure, landscaping or other improvements specifications and plot plan so approved. Refusal of approval of said plans and specifications by the BOARD shall be deemed final. The BOARD shall have the power by filing among the Public Records of Martin County, Florida, an appropriate instrument signed by the BOARD consenting to the deletion or modification of any covenant or restriction in this Declaration with respect to any lot

in the subdivision if such deletion or modification is, in the full discretion of the BOARD, in the best interest of the subdivision.

Section 4. Two complete sets of plans must be submitted to the BOARD for review. The BOARD shall have thirty (30) days to review and return one set with written approval or rejection. Should the BOARD fail to take action within thirty (30) days, the plans shall be considered approved except for violations of the restrictions herein.

Section 5. No trees may be removed from the lot except for the construction of the home, garage, drives, patio, pool, safety of residents or good forestry practice.

ARTICLE VII

Trash Nuisance

Section 1. No unsightly growth shall be permitted to grow or remain upon any lot in the subdivision, and no refuse pile or unsightly objects, other than on lots under development by the owner, shall be allowed or placed or permitted to remain anywhere thereon, and in the event that the owner or occupant of any lot shall fail or refuse to keep lot free of refuse piles or other unsightly growths or objects, then the Homeowners Association may enter upon said lands and remove the same at the expense of the owner or occupant and such entry shall not be deemed a trespass.

Section 2. Vacant lots shall be maintained by the lot owner in like manner as fully developed lots. Weeds and grasses taller than 18” shall promptly be cut to a height of less than 6”. Lot owners may, by agreement with the Homeowners Association, pay in advance for the cost of weed and grass cutting, such payment to be tendered with the annual maintenance fee. Lot owners who have been notified by the Board of Directors that the grasses or weeds on the lot are in excess of 18” shall have 14 days to cut the grasses or weeds to less than 6”. Thereafter, the Homeowners Association may enter, without further notice, and cause to be cut all grasses and weeds greater than 18”. The lot owner shall be billed for the costs of such cutting and interest, 10% per annum, shall accrue and be payable from the date of the cutting. Costs of cutting and accrued interest that remain unpaid by the lot owner as of July 1st shall be deemed a delinquent maintenance fee, subject to all remedies and penalties of Article XX. (Amendment #7).

ARTICLE VIII

Offensive Activities

No activity of an offensive, noxious, dangerous noisy nature shall be carried on or permitted upon any lot in the subdivision excepting only such activity made necessary by the construction or reconstruction of a residence or other improvements permitted hereunder.

ARTICLE IX

Display of Signs

A lot owner may display one sign on a lot that is for sale or rent. If the lot is being marketed by a realtor, the sign shall be the same as provided by the realtor to all of its customers. If the lot is being marketed by the owner, the owner shall obtain a commercially produced sign of equivalent quality as used by Martin County realtors. (amendment #4 cancelled, and superseded by amendment #8)

ARTICLE X

Oil and Gas Wells

No well for the production of, or from which there may be produced oil or gas shall be dug or operated upon any lot in the subdivision, nor shall any machinery, appliance, or structure ever be placed, operated, or maintained thereon in connection therewith.

ARTICLE XI

Animals

Owners may keep as pets: dogs, cats, tropical fish and birds, provided that no such pets are kept or maintained for any commercial purpose. All pets shall be restrained and/or kept on a leash under the control of a responsible person at all times when the pet is outside of the dwelling. At no time shall a pet be allowed to enter upon the lot other than the lot on which the pet is kept. The pet owner shall be responsible at all times for cleaning up and removing all excrement after the pet relieves itself while on the Association's property or on any other person's property, and for appropriately disposing of said excrement. Dog runs or enclosures shall only be allowed with prior written approval of the architectural review board. (Amendment #5).

ARTICLE XII

Prohibited Parking

All house trailers, travel trailers, truck campers, motor homes, recreational vehicles, boats, trailers and the like shall be parked within an enclosed and closed garage or within the confines of such common grounds which the Association may, from time to time, designate and

appropriate for the purpose of parking of such vehicles and/or trailers. Homeowners who elect to use such common parking grounds shall pay a separate maintenance fee for said privilege.

Any existing house trailers, travel trailers, truck campers, motor homes, recreational vehicles, boats and trailers, and the like which, prior to the filing of this Amendment, were kept on a lot in compliance with previous declarations, shall be allowed to remain, subject to the prior restrictions. Registration on the books of the Association (within one month of the filing of this Amendment) that such vehicles and/or trailers are protected by this grandfather clause, shall be conclusive evidence of this exemption. (Amendment #5).

ARTICLE XIII

Antennae and Miscellaneous Structures

Except for existing structures, no radio, television or other electronic antennae, aerial or satellite receiving dish, or other reception or transmission device may be erected, or maintained within the subdivision without the written approval of the architectural review board. (Amendment #5).

ARTICLE XV

Residential Sites

A residential site may consist of one or more lots, all of one lot and part of a contiguous lot, or lots, or any other combination of contiguous lot, or lots or any other combination of contiguous parts of lots, which will form an integral unit of land suitable for use as a site for a residence. (Amendment #3)

No re-subdivision of lots shall be permitted if it would reduce the original lots to less than as originally platted.

A residence erected on any lot shall be a minimum of 2,500 square feet under roof particularly described as follows “

A. Minimum of 1,900 square feet of air-conditioning living area between wall partitions.
B. Minimum of 400 square feet to garage between wall partitions which shall be capable for the storage of at least two automobiles.
C. The remaining 200 square feet under roof may consist of porch and soffit area. (Amendment #3).

ARTICLE XVI

Easements

An easement is hereby reserved by the Developer for utilities and/or drainage purposes on all lots in the subdivision as indicated by the Plat of said subdivisions. The Developer reserves the right to assign any and all easements shown on the Plat, or which are hereinafter created for installation of utilities or other uses deemed by it to be necessary for the services of said lands; and any wall, fence, paving, planting, or any other improvements placed thereon by the owner of the property on which the easement lies shall be removed, if required by the developer, or his assignee, at the expense of said owner.

ARTICLE XVII

Telephone and Electric Power Underground Service

All electric transmission and distribution lines and communications lines within the lots shall be underground.

ARTICLE XVIII

Drainage

The Grantees, their legal representatives, successors, or assigns, shall not change the elevation of the drainage easements. The elevations, or finished grades of driveways, streets, or access roads, constructed through the drainage swales form the public roads to said lots hereinabove described shall be maintained the same as the elevation of the swales through which they are constructed.

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Change to Section 3a, Article XX of the "Declaration of Protective Covenants" Increase of annual dues and road funds charge to $325.00 per year effective with the payment due July 1, 1998

Change to Section 2a, Article XX of the "Declarations of Protective Covenants". Effective with assessments collected in calendar year 1998, $100.00 of all annual assessment payments shall be deposited into the road fund.

Amendment # 10 1/18/98

Section 3a. Effective with the 1988 Annual Assessment and each subsequent assessment, maintenance fees cannot be increased unless so approved by a majority vote of the general membership. (Amendment #5).

Section 4. Certificate of Payment. The Homeowners Association shall upon demand at any time furnish to any owner a certificate in writing signed by an officer of the Homeowners Association, setting forth whether any assessments made against his lot, or lots have been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 5. Effect of Nonpayment of Assessment. The Lien: Remedies of the Homeowners Association. If an assessment is not paid on the date when due (being the dates specified in section 3 hereof), Then such assessment shall bear interest from the date of delinquency at the rate of ten (10) percent per annum and the collection and the Homeowners Association may bring suit to foreclose the lien in the same manner as mortgages. There shall be added to the amount of such delinquent assessment; interest on the assessment as above provided, reasonable attorney fees and costs incurred with respect to the enforcement of said lien.

Section 6. Subordination to the lien of Mortgage. The lien of any assessment or charge authorized herein with respect to any lot is hereby made subordinate to the lien of any mortgage made by generally recognized institutional lender on such parcel, so long as all assessments and charges levied against such parcel falling due on or prior to the date of such mortgages recorded have been paid. The sale or transfer of any lot pursuant to a mortgage foreclosure, or a proceeding in lieu of foreclosure, shall extinguisher the lien for assessments falling due prior to the date of such sale, transfer or foreclosure. (Amendment #2 not recorded and amendment #5)

ARTICLE XXI

Remedies for Violations

In the event of a violation or breach of any of these covenants and restrictions by any person or entity claiming by, through or under the developer, or by virtue of any judicial proceedings, the Developer and/or the owners of lots in the subdivision or any of them jointly or severally shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the developer and/or owner shall be entitled to reasonable attorney's fees and costs incurred with respect to the enforcement of said covenants and restrictions. The

failure to enforce any right, reservations, restrictions or condition contained herein, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any of the covenants ang restrictions herein contained shall in no way affect any of the other covenants and restrictions, they shall remain in full force and effect.

ARTICLE XXII

Additions to and Modification of Existing Covenants and Restrictions

The developer may include in any contract or deed hereinafter made any additional covenants and restrictions.

The Developer may, in its sole discretion, modify, amend, abrogate, add to, or derogate from the covenants and restrictions applicable to the subdivision; provided however, that any such additional covenants and restrictions for modification or amendments thereto shall not affect the lien of any mortgage then encumbering any of the properties within the subdivision nor shall affect the rights and powers of any such mortgagee.

ARTICLE XXIII

Duration of Covenants and Restrictions

The foregoing covenants and restrictions which shall be binding upon all owners, their heirs and assigns, shall constitute an easement and servitude in and upon the lands conveyed in the subdivision running with the land and shall be deemed for the benefit of all the lands in the subdivision; and they shall be and remain in full force for twenty five (25) years from the date of the sale of the first lot in the subdivision or January 1,1979, whichever date shall first occur. Said covenants and restrictions shall, upon the expiration of the twenty five (25) year period, be automatically extended for successive periods of ten (10) years each unless by vote of a majority of the then owners of lots in the subdivision it is agreed to change them in whole or in part.

ATRICLE XXIV

Developer shall Assign

The developer shall assign any and all of it's rights, powers, obligation and privileges under this instrument to CORAL LAKES HOMEOWNERS ASSOCIATION or any other corporation, association or person. The Developer agrees to assign all its rights, powers, obligation and privileges under this instrument to CORAL LAKES HOMEOWNERS ASSOCIATION on or before (1) year from the date of the first sale.

Each Grantee shall become a member of CORAL LAKES HOMEOWNER ASSOCIATION with the recording of the deed.

ARTICLE XXV

Lakes

No filling or dredging shall be permitted in the lakes. No powered boats shall be permitted in the lakes. For those lots fronting on a lake, piers may extend into the lake so long as they do not extend greater than six (6) feet from the high water mark of the lake.

ARTICLE XXVI

Fences

Except for existing approved fences, fences are not allowed. The only exception is that private fencecs not to exceed 6 feet in height shall be allowed only on the outer perimeter lot lines of lots 1 through 35 and 37, 38, 39.

Fence material must be wooden. Color, material, location and landscape requirements must be approved by the Architectural Review Board. (Amendment #5).

IN WITNESS WHEREOF, MR. LAND, INC., a Florida corporation, has caused these presents to be signed in the corporate name by its duly authorized corporation officer and its corporate seal to be hereunto affixed, all on the date first set forth above

MR. LAND, INC.

BY LAWS

NOTE: THE CORAL LAKES

HOMEOWNERS' ASSOCIATION

IS GOVERNED, CONTROLLED, AND GUIDED BY

THE FOLLOWING DOCUMENTS IN DESCENDING

ORDER OF AUTHORITY AND CONTROL:

1. The Florida Statute 617.301 through 617.312 and any other section of "Corporations not for Profit" statute 617 as amended 1 October 1995
2. The Articles of Incorporation dated 7 January 1979 and all succeeding amendments.
3. The Declaration of Protective Covenants filed 3 May 1979 and all succeeding recorded amendments.
4. BY-LAWS- as applied to the Coral Lakes Homeowners' Association Inc. as it is structured, are for the guidance of the board of directors only. They may be amended, deleted, or restructured, as the board deems necessary. No by-laws may conflict with the descending order of documents.

BY-LAWS

Of

CORAL LAKES HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I – OFFICES

The principal office of the corporation is PO Box 6048 in Stuart, 34997 county of Martin state of Florida. The corporation maintains all records in the home of each current president.

ARTICLE II – PURPOSES

The purposes for which this corporation has been organized are as follows:

To protect & further the interest of the association.

ARTICLE III – MEMBERSHIP

1. QUALIFICATIONS FOR MEMBERSHIP.
    a. As stated in the Articles of Incorporation, must be a lot/or homeowner of CORAL LAKES
2. MEMBERSHIP MEETINGS
    a. The annual membership meeting of the corporation shall be held on or before the last day of January of each year. The secretary shall cause to be mailed to each member at his address as it appears on the membership roll book of the corporation, a notice stating the time, date, and place of the annual meeting.
    b. The presence at any membership meeting of not less than that required per F.S. 617.306 (1) members, shall constitute a quorum and shall be necessary to conduct the business of the corporation, a lesser number may adjourn the meeting for a period not greater than the expiration date for proxies effective for each meeting as provided by the Florida statutes. The secretary shall cause a notice of the re-scheduled date of the meeting to be sent to those members who were not present at the meeting originally called. A quorum as hereinbefore set forth shall be required at any adjourned meeting.
    c. A membership roll showing the list of members as of the meeting date, certified by the secretary of the corporation, shall be produced at any meeting of members upon the request therefor of any member who has given written notice to the corporation that such request will be made at least ten days prior to such meeting.

All persons appearing on such membership roll shall be entitled to vote at the meeting.

3. SPECIAL MEETINGS

Special meetings of the corporation may be called by the directors. The secretary shall cause a notice of such meeting to be mailed to all members at their addresses as they appear in the membership roll book at least ten days but not more than fifty days before the scheduled date of such meeting. Such notice shall state the date, time, place, and purpose of the meeting and by whom called.

No other businesses that specified in the notice may be transacted at such special meeting.

4. FIXING RECORD DATE

Any person who receives fee simple title to a parcel in Coral Lakes automatically becomes a member with all associated rights. The fixed record date shall therefore be the meeting date

5. ACTION BY MEMBERS WITH A MEETING.

Whenever members are required or permitted to take any action by vote, such action may be taken without a meeting by written consent, setting forth the action so taken, signed by all members entitled to vote thereon

6. PROXIES.

See Florida Statute 617.306 (6) for definition and procedure for proxy voting.

7. ORDER OF BUSINESS

The order of business at all annual meetings of the members shall be as follows:

1. Roll call
2. Reading of the minutes of the preceding meeting
3. Reports of committees
4. Reports of officers
5. Old and unfinished business
6. New business
7. Good and welfare
8. Adjournments

ARTICLE IV- DIRECTORS

1. MANAGEMENT OF THE CORPORATION

The corporation shall be managed by the board of directors, which shall consist of as AMENDED in the Articles of Incorporation, Article VI, seven members. Who are members of the association and reside in Coral Lakes.

2. ELECTION AND TERM OF DIRECTORS.

Terms and conditions are fully specified in the Articles of Incorporation Article VI – Board of Directors.

3. INCREASE OR DECREASE IN NUMBER OF DIRECTORS
Number of directors is specified in the Articles of Incorporation Article VI

4. NEWLY CREATED DIRECTORSHIPS AND VACANCIES

Newly created directorships resulting from vacancies occurring in the board for any reason except the removal of directors without cause may be filled by a vote of a majority of directors then in office, although less than a quorum exists, unless otherwise provided in the certificate of incorporation. A director elected or appointed to fill a vacancy caused by resignation, death, or removal shall be elected or appointed to hold office for the unexpired term of his predecessor.

5. REMOVAL OF DIRECTORS

Any or all of the directors may be removed from office, (quoting Article VI of the Articles of Incorporation) with or without cause by affirmative vote of a majority of the members which elected or appointed them.

6. RESIGNATION

A director may resign at any time by giving written notice to the board, the president or the secretary of the corporation. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof by the board or such officer, and the acceptance of the resignation shall not be necessary to make it effective.

7. QUORUM OF DIRECTORS

Unless otherwise required by law, a majority of the entire board shall constitute a quorum for the transaction of business or of any specified item of business.

8. ACTION OF THE BOARD

Unless otherwise required by law, the vote of a majority of the directors present at the time of the vote, if a quorum is present at such time, shall be the act of the board. Each director present shall have one vote.

9. PLACE AND TIME OF BOARD MEETINGS

The board will hold its meetings at the residences of the board members or at such other places within the county, as it may from time to time determine.

10. NOTICE OF MEETINGS OF THE BOARD, ADJOURNMENT

All meetings of the board must be posted in a conspicuous place in the community in advance of a meeting, in accordance with F.S. 617.303 (2).

A majority of the directors present, whether or not a quorum is present, may adjourn any meeting to another time and place. Notice of the adjournment shall be given all directors who were absent at the time of the adjournment and, unless such time and place are announced at the meeting, to the other directors.

11. CHAIRMAN

At all meetings of the board, the president, or in his absence, a chairman chosen by the board shall preside.

12. OTHER COMITTEES

The board, by resolution adopted by a majority of the entire board, may designate from among its members committees, each consisting of three or more directors. Each such committee shall serve at the pleasure of the board.

ARTICLE V – OFFICERS

1. OFFICERS, ELECTION, TERM

Unless otherwise provided for in the certificate of incorporation, the board may elect or appoint a president, one or more vice – presidents, a secretary, and a treasurer, and such other officers as it may determine, who shall have such duties, powers, and functions as hereinafter provided. All officers shall be elected or appointed to hold office until the meeting of the board following July 1st of each year. Each officer shall hold office for the term for which he is elected or appointed and until his successor has been elected or appointed and qualified.

2. REMOVAL, RESIGNATION, SALARY

Any officer elected or appointed by the board may be removed by the board with or without cause. In the event of death, resignation or removal of an officer, the board in its discretion may elect or appoint a successor to fill the unexpired term. Any two or more offices may be held by the same person, except the offices of president and secretary. The salaries of all officers shall be nonexistent

3. PRESIDENT

The president shall be the chief executive officer of the corporation; he shall preside at all meetings of the members and of the board; he shall have the general management of the affairs of the corporation and shall see that all orders and resolutions of the board are carried into effect.

4. VICE – PRESIDENTS

During the absence or disability of the president, the vice-president, or if there are more than one, the executive vice-president, shall have all the powers and functions of the president. Each vice-president shall perform such other duties as the board shall prescribe.

5. TREASURER

The treasurer shall have the care and custody of all the funds and securities of the corporation, and shall deposit said funds in the name of the corporation in such ank or trust company as the directors may elect; he shall, when duly authorized by the board of directors, sign and execute all contracts in the name of the corporation, when countersigned by the president; he shall also sign all checks, drafts, notes, and orders for the payment of money, which shall be duly authorized by the board of directors and shall be countersigned by the president; he shall at all reasonable times exhibit his books and accounts to any director or member of the corporation upon application. Formal requests are to be made through the corporate PO Box 6048 Stuart, Fl. 34997. At the end of each corporate year, he shall present an annual report setting forth in full the financial conditions of the corporation to the membership. An audit committee comprised of (3) three directors, other than the treasurer shall review the books after year-end.

6. SECRETARY

The secretary shall keep the minutes of the board of directors and also the minutes of the members. He shall attend to the giving and serving of all notices of the corporation, and shall have charge of such books and papers as the board of directors may direct; he shall attend to such correspondence as may be assigned to him, and perform all duties incidental to his office. He shall keep a membership roll containing the names, alphabetically arranged of all persons who are members of the corporation, showing their places of residence. The time when they became members is irrelevant.

7. SURETIES AND BONDS
   Not applicable to Coral Lakes Homeowners' Association,

ARTICLE VI – SEAL

The seal of the corporation shall be as follows:

ARTICLE VII – CONSTRUCTION

If there be any conflict between the provisions of the certificate of incorporation and these by-laws, the provisions of the certificate of incorporation shall govern.

ARTICLE VIII – AMENDMENTS

If any by-law regulating an impending election of directors is adopted, amended or repealed by the board, there shall be set forth in the notice of the next meeting of members for the election of directors the by-law so adopted, amended or repealed, together with a concise statement of the changes made.