

# LUCERNE HOMES EAST HOMEOWNER'S ASSOCIATION, INC.

City: Greenacres

County: Palm Beach

Last title search run: 6/18/2024

Last date governing documents added: 11/7/2025

Date by which covenants must be preserved under  
MRTA: 10/13/2039

(Note: MRTA Notice prepared by Laurie Manoff was  
not reviewed in detail)

KBR Matter # 40114

Kaye Bender Rembaum, P.A.  
Governing Document Book

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  - a. Certificate of Recording for Amendments to Consolidated Declaration of Covenants, Conditions and Restrictions for Lucerne Homes East, and Consolidated By-Laws of Lucerne Homes East Homeowner's Association, Inc., and Amendments to Articles of Incorporation of Lucerne Homes East Homeowner's Association, Inc., – 7/11/2025 – OR 35871/240

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  - a. Certificate of Recording for Amendments to Consolidated Declaration of Covenants, Conditions and Restrictions for Lucerne Homes East, and Consolidated By-Laws of Lucerne Homes East Homeowner's Association, Inc., and Amendments to Articles of Incorporation of Lucerne Homes East Homeowner's Association, Inc., – 7/11/2025 – OR 35871/240

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1. Certificate of Recording the Consolidated Declaration of Covenants, Conditions and Restriction of Lucerne Homes East, Consolidated Articles of Incorporation of Lucerne Homes East Homeowner's Association, Inc., and Consolidated By-Laws of Lucerne Homes East Homeowner's Association, Inc. – 10/4/2024 – OR 35311/1965
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**Other Docs**

1. Notice Under Florida Statute Section 712.05 of the Marketable Record Title Act – 10/13/2009 – OR 23491/1395 (Document and document list only – see Book 2 for full documents)
2. Resolution of the Board of Directors of the Lucerne Homes East Homeowner's Association Inc. – 3/10/1989 - OR 5994/133
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1. Declaration of Covenants, Conditions and Restrictions of Lucerne Homes East – 2/22/1980 – OR 3236/1227
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  - e. Certificate of Amendment to the Declaration of Covenants, Conditions and Restrictions for Lucerne Homes East Homeowners' Association, Inc. – 3/31/1994 – OR 8194/367
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  - k. Statement of Consent of Homeowners of Lucerne Homes East to the Amendments of the Declaration of Covenants, Conditions, and Restrictions Controlling Said Community – 5/30/1990 – OR 6468/1630
  - l. Notice Under Florida Statute Section 712.05 of the Marketable Record Title Act – 10/13/2009 – OR 23491/1395

### **Articles of Incorporation**

1. Articles of Incorporation of Lucerne Homes East Homeowner's Association, Inc. – 2/22/1980 – OR 3236/1242 (recorded with Declaration) (Previous version – do not use)
  - a. Amendment to Articles of Incorporation of Lucerne Homes East Homeowner's Association, Inc. – 2/22/1980 – OR 3236/1253
  - b. Amendment to Articles of Incorporation of Lucerne Homes East Homeowner's Association, Inc. – 2/22/1980 – OR 3236/1256



- c. Certificate of Amendment to the Articles of Incorporation of Lucerne Homes East Homeowner's Association, Inc. – 1/7/1985 – OR 4436/1658
- 2. Articles of Incorporation of Lucerne Homes East Homeowner's Association, Inc. – 10/27/1989 – OR 6240/626
  - a. Certificate of Amendment to the Articles of Incorporation of Lucerne Homes East – 1/26/2005 – OR 18063/232

## **Bylaws**

- 1. By-Laws of Lucerne Homes East Homeowner's Association, Inc. – 2/22/1980 – OR 3236/1256 (recorded with Declaration)
  - a. Certification of Amendments to the By-Laws of Lucerne Homes East Homeowner's Association, Inc. – 1/7/1983 – OR 3857/1658
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  - d. Certificate of Amendment of the By-Laws of Lucerne Homes East Homeowner's Association, Inc. – 10/27/1989 – OR 6240/657
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    - i. Certificate of Amendment to the By-Laws of Lucerne Homes East Homeowners Association, Inc. for Recreational Facilities – 1/9/1995 – OR 8576/929
  - f. Certificate of Amendment to the By-Laws of Lucerne Homes East Homeowners Association, Inc. – 6/12/1998 – OR 10458/166
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  - k. Certificate of Amendment to the By-Laws of Lucerne Homes East Homeowners Association, Inc. – 9/29/2008 – OR 22881/222
  - l. Certificate of Amendment to the By-Laws of Lucerne Homes East Homeowners Association, Inc. – 3/8/2018 – OR 29696/1872



Kaye Bender Rembaum

Telephone: 954-928-0680

Email: Christine@kbrlegal.com

ASSOCIATION DOCUMENT SEARCH

Re: Lucerne Homes East Homeowner's Association Inc.

File Number: Lucerne Homes East HOA

We have searched the Public Records of Palm Beach County as contained in the offices of the Clerk of the Circuit Court of said County and the Florida Department of State Division of Corporations as it pertains to the above names.

County Official Records Certification Date: June 11, 2024

And that the following documents were found:

Name Searched: Lucerne Homes East Homeowner's Association Inc.

County Records:

Declaration of Covenants, Conditions and Restrictions in Official Records Book 3236, Page 1227 recorded February 22, 1980

Articles in Official Records Book 3236, Page 1256 recorded February 22, 1980

Articles in Official Records Book 3236, Page 1241 recorded February 22, 1980

Articles in Official Records Book 3236, Page 1252 recorded February 22, 1980

Amendment in Official Records Book 3307, Page 1469 recorded June 12, 1980

Amendment in Official Records Book 3356, Page 1352 recorded September 3, 1980

Amendment in Official Records Book 3857, Page 1658 recorded January 7, 1983

Amendment in Official Records Book 3857, Page 1661 recorded January 7, 1983

Amendment in Official Records Book 3857, Page 1661 recorded January 7, 1983

Amendment in Official Records Book 3876, Page 786 recorded February 7, 1983

Amendment in Official Records Book 3876, Page 1136 recorded February 7, 1983

Amendment in Official Records Book 4436, Page 1658 recorded January 7, 1985

Resolution in Official Records Book 5994, Page 133 recorded March 10, 1989

Articles in Official Records Book 6240, Page 626 recorded October 27, 1989

Amendment in Official Records Book 6240, Page 637 recorded October 27, 1989

Amendment in Official Records Book 6240, Page 657 recorded October 27, 1989

By Laws in Official Records Book 6240, Page 671 recorded October 27, 1989

Amendment in Official Records Book 6468, Page 1630 recorded May 30, 1990

Amendment in Official Records 8194, Page 367 recorded March 31, 1994

Amendment in Official Records Book 8576, Page 929 recorded January 9, 1995

Amendment in Official Records Book 10458, Page 166 recorded June 12, 1998

Articles in Official Records Book 11678, Page 890 recorded March 24, 2000

Amendment in Official Records Book 12994, Page 1642 recorded October 17, 2001

Amendment in Official Records Book 13294, Page 788 recorded January 10, 2002

Amendment in Official Records Book 16575, Page 1384 recorded February 23, 2004

Amendment in Official Records Book 18056, Page 1695 recorded January 25, 2005

Articles in Official Records Book 18063, Page 232 recorded January 26, 2005

Amendment in Official Records Book 20366, Page 315 recorded May 19, 2006  
Amendment in Official Records Book 21656, Page 1663 recorded April 24, 2007  
Amendment in Official Records Book 22881, Page 222 recorded September 29, 2008  
Notice in Official Records Book 23491, Page 1395 recorded October 13, 2009  
Amendment in Official Records Book 23936, Page 461 recorded July 6, 2010  
Amendment in Official Records Book 24864, Page 810 recorded November 21, 2011  
Amendment in Official Records Book 28499, Page 1 recorded August 11, 2016  
Amendment in Official Records Book 29696, Page 1872 recorded March 8, 2018

Florida Division of Corporations: Lucerne Homes East Homeowner's Association Inc.

Corporate Status:

Copies of Articles are attached and in Official Records Book 3236, Page 1256; Official Records Book 3236, Page 1241; Official Records Book 3236, Page 1252; Official Records Book 6240, Page 626; Official Records Book 11678, Page 890; Official Records Book 18063, Page 232

Public Records shall be defined herein as those records currently established under the Florida Statutes for the purpose of imparting constructive notice of matters relating to real property, individuals and corporate entities.

This Report shows only matters disclosed in the aforesaid Public Records, and it does not purport to insure or guarantee the validity or sufficiency of any documents noted herein; nor have the contents of any such documents been examined for references to liens or encumbrances. This Report is not to be construed as an opinion, warranty, or guarantee; and its effective date shall be the date above specified through which the Public Records were searched. This Report is being provided for the use and benefit of the Certified Party only, and it may not be used or relied upon by any other party.

This Instrument Prepared By:  
KAYE BENDER REMBAUM P.L.  
11486 Corporate Blvd., Suite 130  
Orlando, Florida 32817

**CERTIFICATE OF RECORDING OF THE CONSOLIDATED DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS OF LUCERNE HOMES EAST,  
CONSOLIDATED ARTICLES OF INCORPORATION OF LUCERNE HOMES EAST  
HOMEOWNER'S ASSOCIATION, INC., AND CONSOLIDATED BY-LAWS OF  
LUCERNE HOMES EAST HOMEOWNER'S ASSOCIATION, INC.**

THIS CERTIFICATE OF RECORDING is executed by the undersigned officers of Lucerne Homes East Homeowner's Association, Inc., (the "Association") the corporation in charge of the operation and control of the Lucerne Homes East subdivision, located in Palm Beach County, Florida, pursuant to the Declaration of Covenants, Conditions and Restrictions of Lucerne Homes East recorded in the Official Records of Palm Beach County, Florida, at Official Records Book 3236 beginning at Page 1227, who hereby certify that the attached Consolidated Declaration of Covenants and Restrictions of the Lucerne Homes East, Consolidated Articles of Incorporation of Lucerne Homes East Homeowner's Association, Inc., (the "Articles") and the Consolidated By-Laws Lucerne Homes East Homeowner's Association, Inc., (the "By-Laws") were proposed and approved by the Board of Directors as exhibits to said Declaration, pursuant to the requirements of the governing documents of the Association and applicable Florida Statutes. Said documents replace the previous Declaration, Articles, and By-Laws, and are being recorded pursuant to Section 720.303(1), Florida Statutes.

IN WITNESS WHEREOF, the following officers of the Association have signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Lucerne Homes East Homeowner's  
Association, Inc.,

Marsha Lavender  
(First Witness Signature)  
MARSHA LAVENDER  
(Print)

6371 Summer Sky Lane  
(Address)

Ann L. Alvarez  
(Second Witness Signature)

JANE L. ARIZONA  
(Print)

6355- SUMMER SKY LN  
(Address) GREENACRES, FL  
33463

David Babcock  
By David Babcock, its President

Nadine Perez  
By Nadine Perez, its Secretary

STATE OF FLORIDA                    )  
  )  
COUNTY OF PALM BEACH            )

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 1<sup>st</sup> day of October, 2024, by David Babcock, as President and Nadine Perez, as Secretary, of Lucerne Homes East Homeowner's Association, Inc., who is personally known to me or has produced as identification her current and valid Driver's License(s) or the following government issued photographic identification: \_\_\_\_\_.

My Commission Expires:

BY: *Laura L. Matlak*  
Notary Public, State of Florida, At Large



CONSOLIDATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF LUCERNE HOMES EAST

This Consolidated Declaration of Covenants, Conditions and Restrictions of Lucerne Homes East (collectively, this "Declaration"), adopted this 1<sup>st</sup> day of October 2024, by the Board of Directors of Lucerne Homes East Homeowner's Association, Inc., a Florida corporation not for profit (the "Association"), sets forth hereinafter the provisions of the Declaration of Covenants, Conditions and Restrictions of Lucerne Homes East as amended and/or supplemented by various instruments as referenced hereafter.

RECITALS

WHEREAS Lake Worth Association, Ltd., a Florida limited partnership, as "Declarant" recorded on June 12, 1980, that certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF LUCERNE HOMES EAST, in Official Record Book 3236, Page 1227, et seq., (the "Original Declaration"), and the Original Declaration was amended or supplemented by the following instruments: FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF LUCERNE HOMES EAST, in Official Record Book 3307, Page 1469, et seq.; SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF LUCERNE HOMES EAST, in Official Record Book 3358, Page 1352, et seq.; THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF LUCERNE HOMES EAST, in Official Record Book 3876, Page 0786, et seq.; FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF LUCERNE HOMES EAST, in Official Record Book 6240, Page 637, et seq.; AMENDMENT TO THE FOURTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF LUCERNE HOMES EAST, in Official Record Book 8194, Page 367, et seq.; AMENDMENT TO THE FOURTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF LUCERNE HOMES EAST, in Official Record Book 12994, Page 1642, et seq.; AMENDMENT TO THE FOURTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF LUCERNE HOMES EAST, in Official Record Book 13294, Page 0788, et seq.; AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF LUCERNE HOMES EAST, in Official Record Book 23936, Page 0461, et seq.; AMENDMENT TO THE FOURTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF LUCERNE HOMES EAST, in Official Record Book 24864, Page 0810, et seq.; AMENDMENTS TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF LUCERNE HOMES EAST, in Official Record Book 28499, Page 0001, et seq.; and as preserved by that certain NOTICE UNDER FLORIDA STATUTE SECTION 712.05 OF THE MARKETABLE RECORD TITLE ACT, in Official Records Book 23941, Page 1395, et seq.; all of the Public Records of Palm Beach County, Florida; and,

WHEREAS the legal name of the Association is LUCERNE HOMES EAST HOMEOWNER'S ASSOCIATION, INC., which currently has a principal and physical mailing address of 6314 Summer Sky Lane, Greenacres, Florida 33436; and,

WHEREAS the lands commonly known as the "LUCERNE HOMES EAST" which are subject to the covenants and restrictions set forth hereinafter all listed or set forth in the EXHIBIT "1" which is attached hereto; and,

WHEREAS the Association wishes to record this instrument to provide and preserve the covenants, easements, and restrictions as set forth by the Original Declaration as amended and supplemented from time to time to this date and as may be amended hereafter, and to consolidate all such amendments and supplements into a single document.

NOW THEREFORE, in consideration of the mutual covenants and restrictions contained in this Declaration, Declarant previously declared that every portion of Lucerne Homes East is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, easements, reservations, regulations, charges and liens hereinafter set forth.

## ARTICLE I DEFINITIONS

Section 1. "Association" shall mean and refer to LUCERNE HOMES EAST HOMEOWNER'S ASSOCIATION, INC., its successors and assigns.

1.1. "Recreational Facilities", shall mean the site designated in Exhibit "B" attached hereto and the facilities constructed thereon, and all other assets formerly owned by Lucerne Homes East Swim Club, Inc. and transferred to the Association.

Section 2. "Common Areas" shall mean the Recreational Facilities unless otherwise specified, all real and personal property owned by or dedicated to the Association for the common use and enjoyment of the Owners of Lots, and streets, rights-of-way, lakes, bicycle paths, street lights, lights for any community sign(s), irrigation systems, main entrance to the Property, sidewalks, curbs, storm sewer systems and walkways located on the Property which are not dedicated to the public.

Section 3. "Declarant" shall mean and refer to LAKE WORTH ASSOCIATES, LTD., a Florida limited partnership, its successors and assigns of such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development and construction of units thereon.

Section 4. "Lot" shall mean and refer to any plot of land shown upon recorded subdivision plats of the Property with the exception of the Common Areas.

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

Section 6. "Property" shall mean and refer to that certain real property, and such additions thereto as may hereafter be made subject to this Declaration and be brought within the jurisdiction of the Association by annexation, less such portions thereof, if any, which may be removed from the scope and effect of the Declaration and jurisdiction of the Association as hereinafter provided.

Section 7. "Unit" shall mean and refer to the residential dwelling constructed upon any Lot.

Section 8. "Singular and Plural" shall, whenever used, and if the context so permits, be inclusive of each other, and "Gender" shall mean and refer to all genders.

Section 9. Definitions as used in the Declaration, Articles of Incorporation and By-Laws shall include the following: As Exhibit "A"

9.1. "Act" shall mean and refer to the (Federal) Fair Housing Amendments Act of 1988 (Pub.L.100-430, approved September 13, 1988; 102 STAT. 1619).

9.2. "Administrative Rules" shall mean and refer to the administration rules promulgated by the Secretary of the Housing and Urban Development interpreting and implementing the Act.

9.3. "Community" shall mean and refer to Lucerne Homes East, inclusive of all real property owned by and/or dedicated to the Association.

9.4. "Exemption Three" shall mean and refer to the exemption for housing for older persons (55 or over housing) provided for in Section 807(b) (2) (C) of the Act.

9.5. "Guest" shall mean and refer to any person who is visiting a Unit without requirement to contribute money, perform any services or provide any other consideration to the Owner or Lessee in connection with such occupancy. A permanent occupant of a Unit shall not be considered as a Guest. Furthermore, an Owner of a Unit shall never be considered a Guest in the Unit he owns, unless the Owner is visiting a Lessee in the Unit.

9.6. "Occupy" shall mean and refer to the act of being physically present in a Unit for two (2) or more consecutive days, including staying overnight. "Occupant" is a person who occupies a Unit. A "permanent occupant" means a person who is occupying a Unit other than as a Guest or for a vacation.



## ARTICLE II PROPERTY RIGHTS

### Section 1. Streets, Easements, Maintenance, Responsibility and Ownership

1.1 A portion of the Property has been platted as Lucerne Homes East Plat No. 1, which plat ("Plat") has been recorded among the Public Records of Palm Beach County, Florida in Plat Book 39, Pages 45 & 46. The remainder of the Property has been platted as Lucerne Homes East Plats Nos. 2, 3 and 4, which have been recorded, respectively, in Plat Book 39, Pages 177-178; Plat Book 40, Pages 134-135; and Plat Book 41, Pages 88-89. With the exception of Fire Sky Drive, each Lot and the Recreational Facilities include a portion of the street(s) which is (are) contiguous to each Lot and the Recreational Facilities, all as shown on the Plats.

1.2 All streets (whether denominated street, drive, lane or otherwise) as depicted on the Plat and which may be depicted on subsequent plats dealing with other portions of the Property have, by the terms of the Plats, been dedicated to the Association, as have the road easements as shown on the Plats. Said easements are and shall be non-exclusive, perpetual easements for ingress and egress over, through and across said streets to the same extent, and are for the benefit of all persons who would have rights of ingress and egress had said streets been dedicated to the public.

1.3 The Association, by its consent to this Declaration, agrees that it shall be fully responsible for the perpetual maintenance, repair and replacement of said streets, shall maintain in full force and effect public liability insurance with respect to injuries and damages which may take place on said streets and shall indemnify and hold harmless any Lot Owner for any sums which said Lot Owner may become obligated to pay by reason of his ownership of a portion of said streets.

1.4 All conveyances of Lots to Owners and of the Recreational Facilities shall be subject to the Plat dedications of said streets, the easements contained in said Plats and described herein and all of the terms and conditions of this Declaration, whether or not the instrument of conveyance so recites, and the acceptance of the instrument of conveyance by any Lot Owner and the grantee of the Recreational Facilities shall be deemed acceptance therein of the terms of the Plat dedications and this Declaration.

1.5 Notwithstanding the foregoing provisions of this Section, Declarant shall have the right to convey fee simple right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency or authority or utility company for such purposes and subject to such conditions as may be agreed to by the members of the Association ("Members"). No such dedication or transfer shall be effective unless an instrument in writing signed by two-thirds (2/3) of the Members agreeing to such dedication or transfer has been recorded among the Public Records of Palm Beach County, Florida, provided, however, that for a period of two (2) years after the recordation of this Declaration among the Public Records of Palm Beach

County, Florida, Declarant shall have the right to make such transfer and/or dedication without the approval of the Members or their joinder in or execution of documents related thereto.

1.6 The provisions of this Section 1 shall apply to such portions of the Property, if any, which may be platted in the future.

Section 3. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws of the Association ("By-Laws"), his rights of enjoyment to the Common Areas and facilities located thereon to the members of his family, or contract purchasers who reside on his Lot, but may not transfer said rights apart from the Lot.

### ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot shall be a member of the Association. All owners are entitled to the use of the Recreational Facilities. Where a Lot has more than one Owner, only one of them may vote.

Section 2. The Association shall have the right to suspend the voting rights applicable to each Lot for any period during which any Assessment remains unpaid.

### ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

Each Member, by accepting the deed for his or her Lot, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association Annual Property Assessments and Special Property Assessments for maintenance, repair and replacement of, insurance of, and capital improvements to, the Common Areas, and the Recreational Facilities, all such assessments to be established and collected as hereinafter provided. Such Annual and Special Assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge and continuing lien upon the Lot against which each such assessment is made. The lien shall be evidenced by an instrument executed by the Association and recorded among the Public Records of Palm Beach County, Florida, and shall be enforced in the manner provided by law for the enforcement of mechanics' and materialmen's liens. Each such Assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time the Assessment became due and payable and such obligation may be enforced by an action instituted by the Association.

1.1. Recreational Facilities Assessments. All Members shall be responsible for the payment of Annual and Special Property Assessments, and they shall in addition be responsible for the payment of Annual and Special Assessments to be used only for the purposes specified in Section 2.1 below.

1.2 All lot owners in the community have become and are considered members and are entitled to the exclusive use and benefits to use all Recreational Facilities. Notwithstanding anything to the contrary in this Declaration of Covenants. Conditions and Restrictions the Articles of Incorporation and the By-Laws of Lucerne Homes East, each owner, by accepting the Deed for his or her lot whether or not it shall be so expressed in such Deed, is deemed to covenant and agree to pay both Association Annual Property Assessments and Special Property Assessments as set forth in this Article IV and this Declaration.

Section 2. Purpose of Property Assessments. The Property Assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents in the Property and for the improvement, maintenance, repair, insurance and replacement of the Common Areas, except the Recreational Facilities. This shall include, but shall not be limited to; the improvement, maintenance, repair and replacement of streets, street lights, lights for any community sign(s), irrigation systems, main entrance to the Property, roads and rights-of-way, easement areas, sidewalks, and all fencing, storm sewer systems, landscaping of the Common Areas, including the Recreational Facilities, and maintaining the berm surrounding the lake, lake treatments and decorative wall installed and running approximately parallel to Melaleuca Lane as shown on the Plat(s) of the Property, all located within the perimeters of the Property, and obtaining and maintaining in effect liability and hazard insurance covering the Common Areas, except the Recreational Facilities, in accordance with the requirements of governmental agencies having jurisdiction. This shall also include the maintenance of that portion of the right-of-way of Melaleuca Lane lying between the northerly edge of the pavement of Melaleuca Lane and the northerly right-of-way line of Melaleuca Lane whether or not said portion constitutes a part of the Common Areas of the Property.

2.1. Purpose of Recreational Facilities Assessments.

Recreational Facilities Assessments may be used only for the operation, construction, maintenance, repair, replacement, insurance, and improvement of the structures, amenities and other appurtenances and properties of the Recreational Facilities, and for the promotion of social, educational and general recreational activities of all Members and their guests, subject to any limitations imposed, by the Association's By-Laws, and subject to the specific approval of the Association's Board of Directors.

Section 3. Maximum Annual Assessment. The Semi-Annual Property Assessment invoices will be sent on or before January 1 and July 1, and shall be payable by January 31<sup>st</sup> and July 31<sup>st</sup> of each year.

3.1. The Annual Property Assessment may be increased each year by no more than fifteen (15%) percent above the Annual Assessments for the previous year without a vote of the Membership.

3.2. The Annual Property Assessment for any year may be increased by more than said fifteen (15%) percent by the affirmative vote of a majority of the votes cast by Members voting in person or by proxy or by absentee ballot at a meeting duly called for that purpose.

3.3. The Board of Directors of the Association ("Board") shall fix the Annual Property and Recreational Facilities Assessments subject to the limitations of Sections 3.1 and 3.2 above and shall send to each Owner appropriate written notice of the amounts of such Assessments.

Section 4. Special Property Assessments. In addition to the Annual Property Assessments authorized above, the Association may levy, in any calendar year, a Special Property Assessment applicable to that year solely, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, maintenance, repair or replacement, of a capital improvement upon the Common Areas, including the Recreational Facilities, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of a majority of the votes cast by Owners voting in person, by proxy, or by absentee ballot, at a meeting duly called for said purpose.

#### 4.1. Special Recreational Facilities Assessment.

In addition to the Annual Recreational Facilities Assessments authorized above, the Association may levy, in any calendar year, a Special Recreational Facilities Assessment applicable to that year solely, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, maintenance, repair or replacement, of a capital improvement in the Recreational Facilities, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of a majority of the votes cast by Members voting in person, by proxy, or by absentee ballot, at a meeting duly called for that purpose.

Section 5. Notice and Quorum for An Action Authorized Under Sections 3 and 4. Appropriate written notice of any meeting called for the purpose of voting on an assessment shall be sent to all Owners liable for payment thereof not less than twenty (20) days nor more than thirty (30) days in advance of the meeting. Attendance in person, by proxy, or by absentee ballot, of at least sixty (60%) percent of those entitled to vote on a particular assessment shall constitute a quorum for the purpose of such vote. If the required quorum is not present, another meeting or meetings may be called subject to the same notice requirements, and the required quorum at any such subsequently called meetings shall be one-half (1/2) of the required quorum of the preceding meeting until the requirement for a quorum has been met.

Section 6. Uniform Rate of Assessments. All Annual and Special Assessments must be fixed at a uniform rate except as provided for the Annual Property Assessment, shall be collected on a schedule determined by the Board.

Section 7. Date of Commencement of Annual Assessments, Due Dates. Liability for payment of Annual Property Assessments shall commence for an Owner at the same time as he or she receives a deed for his or her Lot. The amount of the first such Assessment shall be prorated according to the number of months remaining in the calendar year of the date of purchase.

Section 8. Effect of Nonpayment of Assessments - Remedies of the Association. Should any Assessment, including those to be paid to the Association, not be paid within thirty (30) days from the date of the invoice the Association may bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against said Owner's Lot. No Owner may waive or otherwise avoid liability for Assessments by non-use or the Common Areas or abandonment of his Lot. In addition, should the Association find it necessary to employ an attorney or institute legal action against any Owner in order to collect unpaid Assessments, the Owner shall additionally be obligated for the payment of all of the Association's costs in connection with said action including, but not limited to, court costs and reasonable attorneys' fees.

Section 9. Subordination of the Lien to Mortgages.

9.1 The lien of the Assessments shall be subordinate to the lien of any first mortgage encumbering a Lot, executed in favor of institutional mortgages which shall include banks, savings and loan associations, insurance companies and mortgage bankers. In no event shall any second mortgage or other junior mortgage take priority over the Assessment lien.

9.2 The sale or transfer of any Lot shall be subject to any Assessment liens, but the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer. No sale or transfer of any type shall relieve such Lot from liability for any Assessments thereafter becoming due from the lien thereof.

## ARTICLE V COVENANTS OF ASSOCIATION AND OWNERS AS TO MAINTENANCE, TAXES AND OTHER MATTERS

Section 1. Association.

1.1 The Association shall govern, operate, control and manage the Common Areas pursuant to the terms and provisions of this Declaration and the Articles and By-Laws. The Association shall at all times pay the real property ad valorem taxes on said Common Areas, if said taxes

are billed to the Association, as differentiated from being billed to the Owners, and pay any governmental liens assessed against the Common Areas.

1.2 The Association shall further have the obligation and responsibility for the hiring of personnel and for the maintenance, repair and replacement of the Common Areas. The term "maintain", as used in this Declaration, means the normal daily maintenance of the streets, paths and irrigation and drainage systems and the cutting, trimming and fertilizing of the grass areas and originally installed landscaping of any type on any Lot whether installed by the Declarant, the Declarant's representative or by the Lot Owner.

1.3 The Association shall be responsible for obtaining public liability insurance to provide insurance against any and all liability with respect to the Common Areas. Said public liability insurance policy shall be in the name of the Association and for the benefit of the Association and its Members, and such other parties as the Association determines. The aforesaid insurance policy shall be in such amounts, subject to conditions and with such provisions as the officers or Board determines, and said officers and the Board may obtain such other types of insurance as they deem advisable.

Section 2. Lot Owners. The applicable Owner shall be responsible for the maintenance, repair and replacement of all Improvements and landscaping on his Lot, whether installed by Declarant or by an Owner, and such other areas as are provided herein. Any area or matter not specifically required to be maintained, repaired or replaced by the Association shall be maintained, repaired and replaced by the applicable Owner or Owners.

## ARTICLE VI ARCHITECTURAL CONTROL

Section 1. The Board shall appoint an Architectural Control Committee consisting of three (3) or more homeowners. Any homeowner desiring to make any addition, change or alteration, to his house, including, but not limited to, a change in the color of paint or roof materials, shall submit to such Committee, and any governmental body having jurisdiction over the matter, plans and specifications showing the nature, shape, height, colors, and location of the proposed structure, addition or alteration. The Committee shall approve such submission only if it determines that the design, location and appearance of the proposed item will be in harmony with the surrounding structures and topography, or conforms to the relevant provisions of Article IX, below. In accordance with the provisions of any applicable statutes, Owners with disabilities necessitating special accommodations for the elimination of architectural barriers shall have such requests approved.

Section 2. In the event that the Committee fails to approve or disapprove such plans and specifications within forty-five (45) days after the plans and specifications have been submitted to it, written approval of the Committee will not be required and this Article shall be deemed to have

been fully complied with. Any applicant whose request under Section 1, next above, has been disapproved by the Committee may appeal to the Board of Directors within thirty (30) days from the date of disapproval. Their decision shall be final.

Section 3. All requests for approval of such plans and specifications shall be mailed or delivered to:

LUCERNE HOMES EAST HOMEOWNERS ASSOCIATION, INC.  
6314 Summer Sky Lane  
Greenacres, Florida 33463

## ARTICLE VII GENERAL PROVISIONS

Section 1. Maintenance of Units. Each Owner shall keep and maintain his Lot and Unit, its equipment and appurtenances, in good order, condition and repair, and shall promptly perform all maintenance and repair within his Unit and Lot which, if omitted, would affect the Property in its entirety, the portions thereof belonging to other Owners or would affect other Units. In this regard, each Owner shall be responsible for the maintenance of his Unit and Lot, shall have his lawn mowed, edged and kept free of noxious vegetation, shall remove and replace dead grass, trees and shrubs and shall keep the same in a neat and orderly fashion. Should he fail to do so, the Association may enter upon the Lot of the Owner for the purpose of maintaining and/or repairing said Lot and/or Unit. The costs incurred by the Association incident to said maintenance and/or repair or replacement shall be the personal obligation of the Lot Owner and shall become a lien against the subject Lot with the same force and effect of a lien created by the said Owner's failure to pay Assessments when due. Each Owner shall maintain any rights-of-way, common areas or easement areas contiguous to his Lot and landscaping to asphalt adjoining his Lot.

Section 2. Enforcement. The Association, or any Owner, shall have the right to enforce, by a proceeding at law or, if the legal remedy is inadequate, by a proceeding in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, as the same may be amended. The failure of the Association or any Owner to enforce any covenants, restrictions, or other provisions in a particular case shall not be deemed a waiver thereof with respect to any other case. In any action to enforce the provisions of this Declaration, or of the By-Laws, Rules and Regulations or Articles of Incorporation of the Association, the moving party, if successful in securing such enforcement, will be entitled to be reimbursed for reasonable attorney's fees and for any costs incurred in connection with the trial and/or appeal.

Section 3. Amendments.

3.1 The covenants, conditions and restrictions contained in this Declaration shall run with and bind the Property for a term of twenty (20) years from the date this Declaration is recorded,

after which time they shall automatically be extended for successive periods of ten (10) years each unless cancelled by a vote of sixty (60%) percent of Members.

3.2 This Declaration may be terminated prior to the expiration of the initial twenty (20) years, or the expiration of any ten (10) year extension period, only by the consent of all Members.

3.3 This Declaration may be amended by an instrument signed by not less than sixty (60%) percent of the Members. Any amendment shall be recorded among the Public Records of Palm Beach County, Florida, provided, however, that in the event the United States Department of Housing and Urban Development or other environmental agency requires a modification of this Declaration or the By-Laws or Articles of Incorporation of the Association, said amendment may be approved by a majority vote of the Board without the necessity of approval by the Owners.

3.4. Special provisions regarding the Act and Administrative Rules. Notwithstanding any provisions to the contrary contained in this Declaration or in the Articles of Incorporation or By-Laws to the contrary, particularly Section 3.3 of this Declaration, the following shall apply. Upon the vote of a majority of the full Board of Directors and the vote of a majority of the voting interests of the entire membership of the Association, any one or more of the following amendments to the Declaration may be approved and become effective:

- (1) Any amendment which is necessary to enable the Community to attain or retain Exemption Three of the Act.
- (2) Any amendment which is necessary to refine those amendments approved by the Association relating to the Act and/or Administrative Rules.
- (3) Any amendment which is necessary to delete any or all amendments approved by the Association relating to the Act and/or Administrative Rules.
- (4) Any amendment which is made which otherwise relates to the Act and/or Administrative Rules.

Section 4. Severability. Invalidation of any one or more of the provisions contained in this Declaration or amendments hereto by judgment or court order shall not affect any other provision, all of which shall remain in full force and effect.

Section 5. Amendments to Rules and Regulations. The Board may from time to time adopt, or amend previously adopted, rules and regulations governing the details of the operation, use, maintenance, management and control of the Cammon Areas, and governing and restricting the use and maintenance of the Lots and Units and improvements and landscaping thereon, provided, however, that copies of such rules and regulations are a reasonable exercise of the Association's power and authority under, and are not inconsistent with, this Declaration, the Articles and By-Laws.



Section 6. Special Provisions Regarding the Act and Administrative Rules. Notwithstanding any provisions to the contrary Contained in this Declaration, the Articles of Incorporation or By-Laws, the following provisions shall control:

6.1. The information to be supplied to the Association as provided for in Article VIII, Section 2.2 of the By-Laws shall include, but not be limited to, the Proof of Age referred to in Article 11.6 of this Declaration.

6.2 The Board of Directors is empowered to and shall disapprove any lease of a Unit where the intended occupancy fails to meet the requirements of Article IX, Section 19 and Article XI below.

6.3 Immediately upon any transfer of title to a Unit, the new Owners shall notify the Association of the transfer of title and provide to the Association, that written notice and documentation as required by Article 11.6 below.

Section 7. Indemnification. The following shall apply in addition to that provided for in Article IX of the Articles of Incorporation.

7.1. It is specifically recognized and agreed that the protections of Article IX of the Articles of Incorporation shall fully apply in connection with any suit or legal (including Administrative) proceeding arising out of or connected with the Act and Administrative Rules, or any State or local fair housing law, or the decisions or recommendations of the Directors, Officers or committee members to disapprove leases or take legal action against other occupants by reason of age.

Section 8. Priorities in Case of Conflict. In the event of conflict between or among the provisions of any of the following, the order of priorities shall be from the highest priority to lowest:

8.1. Florida Statutes which apply.

8.2. This Declaration.

8.3. The Articles of Incorporation.

8.4. The By-Laws.

8.5. The Rules and Regulations promulgated by the Board of Directors of the Association.

Section 9. Cable, Satellite and Other Television and Signal Distribution Systems. The Association may enter into agreements for installation, operation, purchase, and maintenance of cable, satellite and other telecommunication services.

9.1 The agreement may be on a bulk or other basis within the Board of Directors' discretion.

9.2 The charges and expenses for the agreement shall be collected as part of the Property Assessments.

9.3 The Board of Directors may grant easements across the Common Areas to implement such agreements.

## ARTICLE VIII ENTITLEMENT TO USE RECREATIONAL FACILITIES

Section 1. Entitlement to the use of the Recreational Facilities shall be available to all Owners.

## ARTICLE IX SPECIFIC RESTRICTIONS

Section 1. Land Use. No Lot shall be used except for residential purposes. No business, professional or trade or any type shall be conducted on any portion or the Property. No building shall be erected, altered, placed or permitted to remain on any Lot other than single-family, detached dwellings nor to exceed one (1) story in height.

Section 2. Dwelling Costs and Size. It being the intention and purpose of this Declaration to assure that all dwellings shall be of a size and quality of workmanship and materials substantially the same or better than that which can be produced on the date this Declaration is recorded, the floor area of the main structure of each unit, exclusive of one-story open porches and garages, shall not be less than eight hundred fifty (850) square feet and shall contain not less than six thousand eight hundred (6,800) cubic feet total content.

Section 3. Building Locations. Building locations shall not be changed from the original location thereof established by the Declarant.

Section 4. Lot Sizes. No dwelling shall be erected or placed on any Lot smaller than as originally platted and no Lot shall be divided or resubdivided unless both portions of said Lot are used to increase the size of the adjacent Lots as platted.

Section 5. Specific Restrictions. Easements for the installation and maintenance of utilities, cable television, irrigation systems and drainage facilities are reserved as shown on the plats of the Property. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or the direction or flow of water through drainage channels in the easements, except with the consent of the Committee and the appropriate governmental agency having jurisdiction. The

easement area of each Lot and all improvements in it shall be continuously maintained by the Owner of the Lot, except for those improvements for which a public authority or utility is responsible.

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

Section 7. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, barn or other building shall be placed, erected or used on any Lot at any time, temporarily or permanently.

Section 8. Signs. No sign of any kind shall be displayed to the public view on any Lot, except signs displayed by construction companies while doing work on that house or lot. Also when selling your home one sign no larger than 24X18 a standard real estate sign, may be displayed from the interior, or on the front lawn mounted on a wire stand.

8.1 Any parcel owner may display a sign of reasonable size provided by a contractor for security services within 10 feet of any entrance to the home.

8.2 Any homeowner may display one portable, removable United States flag or official flag of the State of Florida in a respectful manner, not larger than 4 ½ feet by 6 feet, which represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag, any homeowner may erect a freestanding flagpole no more than 20 feet high on any portion of the homeowner's property, regardless of any covenants, restrictions, bylaws, rules, or requirements of the association

Section 9. Pets. Dogs, cats may be kept provided that neither they, nor any other animals are not kept, bred or maintained for any commercial purpose, and further provided that dogs are kept on leashes. A maximum of two (2) dogs or cats may be maintained as pets on any Lot or in any Unit.

Section 10. Waste and Rubbish Disposal. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Sanitary containers shall be used for storage of all such material and such containers shall be kept in garages or underground facilities.

Section 11. Water Supply and Sewerage. No individual well shall be permitted on any Lot except for irrigation. No swimming pools may be constructed on any Lot.

Section 12. Visibility at Street Intersections. No obstruction to visibility at street intersections shall be permitted, except as those installed by Declarant.

Section 13. Commercial Trucks, Trailers and Boats. In order to maintain the high standards of the subdivision with respect to residential appearance, no trucks or commercial vehicles, boats,

motorcycles, motorbikes, house trailers, boat trailers or trailers of every other description, including campers or any vehicle registered RV or vans, (except as indicated below) shall be permitted to be parked or stored at any place on the Property except during periods of approved construction on said Lot (except that recreational vehicles may be on the Property for very brief periods only for the purpose of loading or unloading), nor shall any motor vehicles be parked on any portion of the Property for the purpose of repairing or maintaining the same. If any such repair or maintenance is to be performed, it shall be done within garages. The prohibitions in this Section shall not apply to passenger vehicles which fit in Unit garages so long as they have not been designed or modified for commercial or recreational vehicle use and are not so used and so long as they do not exceed in wheelbase 131 inches, in overall width 102 inches, or in doortop-to-ground dimension 80 inches. Nor shall such prohibitions apply to the vehicles of temporary visitors, or to persons with disabilities who require special accommodations in order to live as independently as possible, each such latter instance to be reviewed by the Board of Directors for verification of special needs and for approval in accordance with applicable statutes, whether such vehicles fit in garages or not. Nor shall the prohibitions in this Section apply to the temporary parking of trucks and commercial vehicles for pick-up, delivery or other commercial services.

Section 14. Antennas and Satellite Dishes. Video antennas including direct-to-home satellite dishes that are less than one meter (39.37"), TV antennas and wireless cable antennas are allowed. These should be installed at the rear or side of the house. The Association will have the right of placement, as long as that placement does not preclude reception.

Section 15. Painting. No Unit or portion thereof, whether now or hereafter constructed, shall be painted only as may be approved by the Committee.

Section 16. Yards. No swimming or wading pools, playground equipment, permanent barbeque pits, fences, hedges or obstructions between Lots (rear, front or side) shall be placed, located or constructed upon any Lot except as installed by Declarant, and with respect to fences, hedges and obstructions, notwithstanding the provisions of Article VII, Section 3.3 above, this Declaration may not be amended to permit the construction of any fences, hedges or obstructions on any Lot. With respect to fences, the same shall not be construed to include decorative, architectural walls or treatments in the front of each Unit, but no such wall or treatment shall be constructed on either side or in the rear of any Unit. Rock garden areas are not to exceed one hundred (100) square feet of coverage.

Section 17. Outdoor Clothes Drying. Outdoor clothes drying activities are hereby permitted and no such activities shall be conducted on any portion of any Lot or the Common Areas without placement at the discretion of the Board.

Section 18. Windows and Glass Doors. No Unit Owner shall be permitted to place tin foil upon windows or sliding doors in his Unit.

Section 19. Age Limitation on Permanent Residents. In recognition of the fact that the Property has been or will be platted, and the structures to be located thereon designed primarily for the comfort, convenience and accommodation of adults, the use of all Lots is hereby limited to permanent residents eighteen (18) years of age or older. No person shall be permitted to reside on any Lot who is under the age of eighteen (18) years.

ARTICLE X  
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ARTICLE XI  
OCCUPANCY RESTRICTIONS UNDER THE FAIR HOUSING AMENDMENTS ACT OF  
1988.

Section 11.1. Statement of Intent. It is hereby declared that the Community desires and intends to provide housing for older persons, as defined in the Act and the Administrative Rules. It is more specifically the desire and intention of the Association to qualify for the exemption for housing for older persons as is provided for in Exemption Three (55 or older housing). In this endeavor, the following occupancy restrictions and procedures shall govern. In addition to adopting these amendments, the Association shall do whatever is required by the Act and Administrative Rules to publish its intention to and adhere to policies and procedures which demonstrate an intent to provide housing for persons.

Section 11.2. Occupancy by Older Persons -55 Or Over Housing.

(A) Occupancy by Persons 55 years of Age or older.

Notwithstanding anything stated to the contrary in this Declaration, Articles of Incorporation, By-Laws, or the Rules and Regulations, following the sale, lease, gift, devise, or other transfer of a Unit, the Unit shall not be occupied unless at least one permanent occupant of the Unit is 55 years of age or older.

(B) Exceptions. Notwithstanding anything to the contrary in this Article, the Board of Directors in its sole discretion shall have the right to provide exceptions. These exceptions may only be granted during any period of time in which more than 80% of the occupied Units are occupied by one or more individuals 55 years of age or older, and no exceptions shall be granted to allow occupancy of persons under the age of 18 as specified below. Exceptions are as follows:

(1) An owner of a Unit who becomes an owner by inheritance or devise, or when a Unit Owner dies and the Unit Owner's surviving spouse, permanent partner or other permanent Unit resident becomes the sole occupant under age 55; provided, however, that this provision does not allow for occupancy of persons under the age 18 as specified below.

(2) If the Association is unable to grant pending applications for exceptions because to do so would result in less than 80% of the Units having less than one resident 55 years of age or older, then applications shall be given priority in the following order:

- a. A surviving spouse, permanent partner or permanent Unit resident occupying the Unit.
- b. All others by the date of death of the occupant who died as a resident of the Unit

(3) Occupancy of a Unit by an Owner (and the Owner's family members over the age of 18) who/is not permanent occupant(s) of the Unit but who may occupy the unit occasionally for vacation or similar purposes. Such occupancy is limited to ninety (90) days total in a calendar year. This limitation shall not be cumulative from year to year.

(C) Every Owner shall be deemed to have a contract with the Association to ensure that the occupancy requirement in this Article XI is met at all times. Even though this occupancy requirement is a contract between the Association and the Owner or lessee, as applicable, this Article XI shall be deemed to be a covenant running with the land. Furthermore, the Owner shall be responsible to ensure that his lessees and guests comply with the occupancy requirements.

(D) Minimum Age Requirements. Notwithstanding any other provision in this Declaration, the Articles of Incorporation, the By-Laws or the Rules and Regulations, the minimum age for permanent occupancy of a Unit is eighteen (18) years of age. Persons under the age of 18 may occupy a Unit as guests of a Unit Owner, provided such occupancy does not exceed a total of ninety (90) days in any calendar year. A guest under the age of 18 shall be deemed to be occupying a Unit if said guest remains in the Unit overnight.

Section 11.3. Remedies for Non-Compliance. The Association concurrently shall have any one or more of the following remedies for non-compliance in addition to those provided elsewhere in the Declaration or in the By-Laws, or by law.

(A) Lease of a Unit.

(1) If a Unit is leased, and the occupancy and other requirements of Article IX, Section 19 and/or this Article XI are not met, the Association shall be entitled to file for and obtain an injunction order against the Owner of the Unit and the lessee(s) and other occupants in the Unit, removing the unauthorized lessee(s) and/or other unauthorized occupants.

(2) The Association, as agent for the Owner, shall also be entitled to evict the lessee(s) and other occupants from the Unit. This remedy shall be incorporated into the lease agreement whether or not the agreement specifically provides for this.

(3) The lease shall specify, and if it fails to do so specify, the lease shall be deemed to specify that the lessee(s) and all other occupants shall abide by this Declaration, Articles of Incorporation and By-Laws, and Rules and Regulations of the Association, and shall specify that the Association has the remedies provided for herein in the event of violations. Costs and attorneys' fees incurred by the Association in connection with the exercise of its remedies under this Article XI, provided that the Association prevails, shall be the responsibility of the Owner(s) of the Unit, and shall to the extent awarded by a Court under Chapter 83, Florida Statutes, shall also be the responsibility of the lessee(s).

(B) Other Occupancies. In the event of an existing ownership; in the event of use by guests; or in the event of a sale, gift or other transfer of title; and if the occupancy and other requirements of Article IX, Section 19 and/or this Article XI are not met, the Association shall be entitled to file for and obtain an injunction order against the Owner(s) of the Unit and all occupants in the Unit, removing the unauthorized occupants (including the Owner(s), if necessary). In that event, if the Association prevails, the Owner(s) shall be responsible for costs and attorney's fees incurred by the Association in connection with its enforcement of this Article XI.

(C) Proof of Age. Should any person fail or refuse to provide Proof of Age as required under Article 11.6 below, the Association shall be justified in assuming that such person is not 55 years of age or Section older.

11.4. Grandfather Provisions. The occupancy requirements of Article 11.2.A above shall not apply to the following persons, who shall be grandfathered-in (that is, obtain grandfather status) and be permitted to occupy their Unit, even though under the age of 55 years, provided that they meet the requirements for occupancy under Article IX, Section 19 of this Declaration and provided that they register with the Association as provided for below:

(A) Leases. Any lessee(s) and other occupants of a Unit under a valid and approved written lease, which was fully executed prior to the effective date of this Amendment, shall obtain grandfather status.

Section 11.5. Registration Required. All Owners, lessees and occupants must register with the Association and Article XI, by delivery of the items referred to below prior to closing on the property. These items to be delivered for registration are as follows:

(A) A fully completed and signed registration/proof of age form to be provided by the Association; and

(B) Documentation demonstrating Proof of Age as provided for in Article 11.6 below; and

(C) In the event of a lease, a fully executed copy of the lease must also be delivered (if not already on file with the Association.)

Section 11.6 Proof of Age.

(A) All Owner(s) and all non-Owners occupying the Units; and all persons referred to in Article 11.4 above; shall deliver to the Association, documentation demonstrating Proof of Age, to include birth certificate, driver's license, baptismal certificate, voter's registration card, passport and/or any other documentation required by the Association which shows Proof of Age.

(B) All Owner(s) who obtain record title and all persons who occupy the Units shall, prior to the obtaining record title and taking occupancy and/or as part of the approval of transfers process, deliver to the Association, documentation demonstrating Proof of Age as provided above.

(C) Registration/Proof of Age Form. The Association shall make available a registration/proof of age form to all Owners. It shall be the responsibility of the Owner, not the Association, to provide the lessee(s) or other occupants in the Unit with the registration form for the lessee(s)/occupant(s) to complete and return to the Association.

Section 11.7. Special Power and Duty. It is hereby recognized that a power of the Board of Directors is to contract for and maintain and implement facilities and services which the Board in its discretion deems necessary for this Community to qualify for Exemption Three of the Act, as more fully explained in the Administrative Rules. It is furthermore a duty of the Board of Directors to take whatever steps are reasonably necessary, subject only to limitations of this Declaration, the Articles of Incorporation and By-Laws, for the community to qualify for Exemption Three of the Act, as more fully explained in the Administrative Rules.



CERTIFICATE OF ADOPTION

IN WITNESS WHEREOF, the undersigned have hereunto executed this instrument to evidence the approval and adoption by the Board of Directors of the Association of this Consolidated Declaration of Covenants, Conditions and Restrictions of Lucerne Homes East, as well as the Consolidated Articles of Incorporation and By-Laws of Lucerne Homes East Homeowner's Association, Inc., at a meeting of the Board of Directors which occurred on the 1st day of October, 2024.

LUCERNE HOMES EAST HOMEOWNER'S  
ASSOCIATION, INC.

Witnesses as to execution of both:

By: James L. Dreyer  
Name: James L. Dreyer  
Address: 6355 Summer Sky Ln  
Green Acres, FL 33467

By: David Babcock  
David Babcock, President

By: Grace Antunes  
Name: Grace Antunes  
Address: 6291 Summer Sky Ln  
Green Acres FL 33463

By: Nadine Perez  
Nadine Perez, Secretary

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before by ☒ physical presence or ☐ remote notarization on 1st day of October, 2024 by David Babcock as President and Nadine Perez as Secretary of Lucerne Homes East Homeowner's Association, Inc., on behalf of the corporation, who are ☒ personally known to me OR ☐ produced \_\_\_\_\_ as identification.

By: Laura L. Matijak  
Name: Laura L. Matijak  
Notary Public at Large, State of Florida  
Commission Number: HH 228163  
Expiration Date: 3/4/26

Notary Seal



EXHIBIT "A" or "1"

A parcel of land lying in the North one-half of the Southeast one-quarter of Section 27, Township 44 South, Range 42 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of the Northwest one-quarter of the Southeast one-quarter of said Section 27, said point of commencement bears North 00°27'46" West, a distance of 5.39 feet from the centerline of Melaleuca Lane (an 80' road right-of-way); thence South 89°53'09" East along the South line of the North one-half of the Southeast one-quarter of said Section 27, a distance of 338.41 feet to the East line of the West one-quarter of the Northwest one-quarter of the Southeast one-quarter of said Section 27; thence North 00°28'32" West along said line a distance of 35.29 feet to the North right-of-way line of said Melaleuca Lane and the point of beginning (P.O.B.)

Thence, North 90°00'00" East along said line, a distance of 1237.60 feet; thence North 00°00'00" East, a distance of 1302.81 feet to the North line of the Southeast one-quarter of said Section 27; thence, South 89°57'44" West along said line, a distance of 1248.41 feet to the East line of the West one-quarter of the Northwest one-quarter of the Southeast one-quarter of said Section 27; thence South 00°28'32" East along said line a distance of 1302.02 feet to the point of beginning.

Containing 37.164 acres.

Best image available. See O.R. Book 6240, at Page 649 for original.



ARTICLES OF INCORPORATION OF  
LUCERNE HOMES EAST HOMEOWNER'S ASSOCIATION, INC.

This Consolidated Articles of Incorporation of Lucerne Homes East Homeowner's Association, Inc. (these "Articles"), adopted this 1<sup>st</sup> day of October 2024, by the Board of Directors of Lucerne Homes East Homeowner's Association, Inc., a Florida corporation not for profit (the "Association"), sets forth hereinafter the provisions of the Articles of Incorporation of Lucerne Homes East Homeowner's Association, Inc. as first filed with the Florida Department of State as document number 750132 on December 11, 1979, and originally recorded in Official Records Book 3236, Page 1242, et seq.; and as amended and/or supplemented by the following instruments: ARTICLES OF INCORPORATION OF LUCERNE HOMES EAST HOMEOWNER'S ASSOCIATION, INC. as recorded in Official Records Book 6240, Page 626, et seq.; as amended by CERTIFICATE OF AMENDMENTS TO THE ARTICLES OF INCORPORATION OF LUCERNE HOMES EAST HOMEOWNER'S ASSOCIATION, INC. as recorded in Official Records Book 18063, Page 0232, et seq.; all of the Public Records of Palm Beach County, Florida.

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The undersigned, by these Articles, associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, and do hereby certify as follow:

ARTICLE I  
NAME

The name of the corporation shall be LUCERNE HOMES EAST HOMEOWNER'S ASSOCIATION, INC. ("ASSOCIATION").

ARTICLE II  
INITIAL REGISTERED OFFICE AND AGENT

The initial registered office of the Association shall be located at 4341 Lisa Drive, Lake Worth, Florida 33463, The initial registered agent of the Association is Herbert Prayer, residing at the same address. The initial principal business office of the Association shall be located at the same address and the office of the Association may thereafter be at such other place as the Board of the Association ("Board") may designate from time to time.

### ARTICLE III PURPOSE AND POWERS OF THE ASSOCIATION

The Association does not contemplate pecuniary gain or profit to the members ("Members") thereof. The specific purposes for which it is formed are to provide for maintenance, preservation, and architectural control of the residence Lots and Common Areas within that certain tract of property located in Palm Beach County, Florida, more particularly described in Exhibit A attached hereto ("Property"), to promote the health, safety and welfare of the residents within the Property, and any additions thereto as may be brought within the jurisdiction, of this Association and for these purposes to:

(a) exercise all of the powers and privileges and to perform all of the duties as set forth in that certain Declaration of Covenants, Conditions and Restrictions ("Declaration"), applicable to the Property and recorded among the Public Records of Palm Beach County, Florida, as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length with all definitions of terms set forth therein being applicable to such terms in these Articles, including the power to join with other associations and organizations one of whose purposes is to provide for the landscaping, streets, street lighting, drainage, maintenance and sprinkler system for all or a portion of the Property whether or not such items are located on or adjacent to, or provide access to or otherwise are for the benefit of the Property;

(b) fix, levy, collect and enforce payment by any lawful means all charges and assessments pursuant to the terms of the Declaration, to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the Property of the Association:

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

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

(e) have and exercise any and all powers, rights and privileges which a corporation organized under the Corporations Not for Profit Law of the State of Florida by law may now or hereafter have or exercise and not in conflict with these Articles.

(f) maintain, repair, replace and operate the Common Areas;

(g) purchase such insurance as the Association may deem appropriate (1) for the protection of the Association, its officers, directors, members and others against monetary loss arising from claims

for damages on account of conduct within the scope of their duties on behalf of the Association, and on account of any condition or hazard existing on the premises maintained by the Association, (2) to reimburse persons injured on such premises for medical expense, (3) to indemnify the Association for any damage to such premises, and (4) to indemnify it for any loss sustained as a result of the mishandling of its assets by an officer or director;

(h) reconstruct improvements to the Common Areas after casualty and further improve the Common Areas;

(i) make and amend reasonable rules and regulations respecting the maintenance, upkeep, and use of the Common Areas;

(j) employ personnel to perform the services required for the proper operation, maintenance and upkeep of the Common Areas and the operation of the Association; and

(k) contract for the management of the Association and the performance of its duties with a third party and delegate to said third party all of the powers and duties of the Association except those required by these Articles or the Declaration to have the approval of the Board or the Members.

#### ARTICLE IV QUALIFICATION OF MEMBERS

All Members of the Association must be owners of Lots within the Property and all such owners shall automatically become Members of the Association. Those Members who are entitled to use the Recreational Facilities shall be designated as Class "A" Members. All others shall be designated as Class "B" Members.

#### ARTICLE V VOTING RIGHTS

Each Lot shall be entitled to one vote regardless of the number of Owners of each Lot. The Association shall have the right to suspend the voting rights applicable to each Lot for any period during which any Assessment remains unpaid. Class "B" Members may not vote on issues relating solely to the Recreational Facilities.

#### ARTICLE VI BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of nine (9) Directors. They may be removed in the manner provided in the By-Laws.

## ARTICLE VII OFFICERS

The Association shall be administered by the officers designated in the By-Laws. The officers shall be elected by the Board at its first meeting following the annual meeting of the Members and shall serve at the pleasure of the Board.

## ARTICLE VIII BY-LAWS

The first By-Laws of the Association shall be adopted by the Board and may be altered, amended or rescinded by the Board in the manner provided in the By-Laws.

## ARTICLE IX INDEMNIFICATION

(a) Indemnity. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened or contemplated action, suit or proceeding, whether civil or criminal, administrative or investigative, by reason of the fact that he or she is or was a Director, employee, officer, committee member or agent of the Association, against expenses (including attorney's fees and appellate attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding, unless (1) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith, nor in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (2) such court further specifically determines that indemnification should be denied. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere, or equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

(b) Expenses. To the extent that a Director, Officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorney's fees and appellate attorney's fees) actually and reasonably incurred by him in connection therewith.

(c) Miscellaneous. The indemnification provided by this Article shall not be cleared exclusive of any other rights to which those seeking indemnification may be entitled under any By-Law, agreement, vote of Members or otherwise, and shall continue as to a person who has ceased to be a Director, Officer, Committee Member, employee, or agent and shall inure to the benefit of their heirs and personal representatives of such person.

## ARTICLE X DISSOLUTION

The Association may be dissolved in the manner provided by the Laws of the State of Florida. In the event of such dissolution or any other event involving the liquidation of any part of the Recreational Facilities, the proceeds of such liquidation shall be divided equally among all persons then having the status of Class "A" Members.

## ARTICLE XI TERM

The term of this Association shall be perpetual.

## ARTICLE XII AMENDMENTS

Amendments to these Articles shall be proposed and adopted in the following manner:

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

(b) A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board or by a written petition signed by twenty-five (25) Members in good standing, presented to either the President or Secretary. Reference to "Members" in the preceding sentence shall mean "lots" and each lot shall be entitled to one (1) valid signature on any such petition, regardless of the number of Owners of such lot. Directors and Members not present in person or proxy at a meeting of the Association considering an amendment may express their approval or disapproval in writing, provided that such writing is delivered to the Secretary at, or prior to, the meeting. Except as elsewhere provided, amendments to these Articles must be approved by two-thirds (2/3) of the votes cast at the meeting.

(c) A copy of the amendment shall be filed with the Secretary of State and recorded among the Public Records of Palm Beach County, Florida.



(d) Notwithstanding the foregoing, for a period of one (1) year after the recordation of these Articles among the Public Records of Palm Beach County, Florida, or the recordation among said Public Records of deeds to fifty-one (51%) percent of the Lots, whichever last occurs, the initial Board (including successors designated by the Declarant) shall have the authority to amend these Articles.

ARTICLE XIII  
SUBSCRIBERS

The names and addresses of the subscribers of these Articles are as follows:

HERBERTY PRAVER  
4341 Lisa Drive  
Lake Worth, Florida 33463

HERMAN RINGLER  
4341 Lisa Drive  
Lake Worth, Florida 33463

DIANE ERWIN  
4341 Lisa Drive  
Lake Worth, Florida 33463

IN WITNESS WHEREOF, for the purpose of forming this corporation under the Laws of the State of Florida, we, the undersigned, constituting the subscribers of this Association, have executed these Articles of Incorporation this 30<sup>th</sup> day of November, 1979.

By: /s/ signature appears on original  
HERBERT PRAVER

By: /s/ signature appears on original  
HERMAN RINGLER

By: /s/ signature appears on original  
DIANE ERWIN

STATE OF FLORIDA :  
: ss  
COUNTY OF PALM BEACH :

BEFORE ME, the undersigned authority, personally appeared HERBERT PRAVER, HERMAN RINGLER and DIANE ERWIN, to me known to be the persons described in and who executed the foregoing instrument and who acknowledged before me that they executed the same.

SWORN TO AND SUBSCRIBED before me on 30 day of November 1979.

By: /s/ signature appears on original  
Notary Public State of Florida

My Commission Expires:

(Notary seal and stamp appear on original)

EXHIBIT "A"

A parcel of land lying in the North one-half of the Southeast one-quarter of Section 27, Township 44 South, Range 42 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of the Northwest one-quarter of the Southeast one-quarter of said Section 27, said point of commencement bears North  $00^{\circ}27'46''$  West, a distance of 5.39 feet from the centerline of Melaleuca Lane (an 80' road right-of-way); thence South  $89^{\circ}53'09''$  East along the South line of the North one-half of the Southeast one-quarter of said Section 27, a distance of 338.41 feet to the East line of the West one-quarter of the Northwest one-quarter of the Southeast one-quarter of said Section 27; thence North  $00^{\circ}28'32''$  West along said line a distance of 35.29 feet to the North right-of-way line of said Melaleuca Lane and the point of beginning (P.O.B.)

Thence, North  $90^{\circ}00'00''$  East along said line, a distance of 1237.60 feet; thence North  $00^{\circ}00'00''$  East, a distance of 1302.81 feet to the North line of the Southeast one-quarter of said Section 27; thence, South  $89^{\circ}57'44''$  West along said line, a distance of 1248.41 feet to the East line of the West one-quarter of the Northwest one-quarter of the Southeast one-quarter of said Section 27; thence South  $00^{\circ}28'32''$  East along said line a distance of 1302.02 feet to the point of beginning.

Containing 37.164 acres.

Best image available. See O.R. Book 6240, at Page 649 for original.

CONSOLIDATED BY-LAWS OF  
LUCERNE HOMES EAST HOMEOWNER'S ASSOCIATION, INC.

This Consolidated By-Laws of Lucerne Homes East Homeowner's Association, Inc. (these "By-Laws"), adopted this 1<sup>st</sup> day of October 2024, by the Board of Directors of Lucerne Homes East Homeowner's Association, Inc., a Florida corporation not for profit (the "Association"), sets forth hereinafter the provisions of the By-Laws of Lucerne Homes East Homeowner's Association, Inc. as originally recorded in Official Records Book 3236, Page 1256, et seq.; and as amended and/or supplemented by the following instruments: CERTIFICATION OF AMENDMENTS TO THE BY-LAWS OF LUCERNE HOMES EAST HOMEOWNER'S ASSOCIATION, INC. as recorded in Official Records Book 3857, Page 1658, et seq.; as amended by CERTIFICATION OF AMENDMENTS TO THE BY-LAWS OF LUCERNE HOMES EAST HOMEOWNER'S ASSOCIATION, INC. as recorded in Official Records Book 3857, Page 1661, et seq.; as amended by CERTIFICATION OF AMENDMENTS TO THE BY-LAWS OF LUCERNE HOMES EAST HOMEOWNER'S ASSOCIATION, INC. as recorded in Official Records Book 3857, Page 1664, et seq.; and as amended by CERTIFICATE OF AMENDMENTS TO THE BY-LAWS OF LUCERNE HOMES EAST HOMEOWNER'S ASSOCIATION, INC. as recorded in Official Records Book 6240, Page 657, et seq.; and as amended by CERTIFICATE OF AMENDMENTS TO THE BY-LAWS OF LUCERNE HOMES EAST as recorded in Official Records Book 16575, Page 1384, et seq.; and as amended by CERTIFICATE OF AMENDMENTS TO THE BY-LAWS OF LUCERNE HOMES EAST as recorded in Official Records Book 18056, Page 1695, et seq.; and as amended by CERTIFICATE OF AMENDMENTS TO THE BY-LAWS OF LUCERNE HOMES EAST as recorded in Official Records Book 20366, Page 0315, et seq.; and as amended by CERTIFICATE OF AMENDMENTS TO THE BY-LAWS OF LUCERNE HOMES EAST as recorded in Official Records Book 21656, Page 1663, et seq.; and as amended by CERTIFICATE OF AMENDMENTS TO THE BY-LAWS OF LUCERNE HOMES EAST HOMEOWNER'S ASSOCIATION, INC. as recorded in Official Records Book 22881, Page 0222, et seq.; and as amended by CERTIFICATE OF AMENDMENTS TO THE BY-LAWS OF LUCERNE HOMES EAST HOMEOWNER'S ASSOCIATION, INC. as recorded in Official Records Book 29696, Page 1872, et seq., all of the Public Records of Palm Beach County, Florida.

ARTICLE I  
IDENTITY

The name of the corporation is LUCERNE HOMES EAST HOMEOWNER'S ASSOCIATION INC., ("ASSOCIATION"), a corporation not-for-profit organized under the Laws of the State of Florida. The Association has been organized for the purpose of administering and maintaining the Lots and Common Areas of LUCERNE HOMES EAST, a development located in Palm Beach County, Florida, upon the property described in Exhibit A attached hereto ("Property"), including the premises described in Exhibit B attached hereto and the facilities built thereon ("Recreational Facilities"), and such other property as may be annexed thereto, less such portions thereof, if any, which may be removed from the scope and effect of the Declaration (hereinafter defined) and the

jurisdiction of the Association as defined in the Declaration. The principal office of the Association shall be located at 6314B Summer Sky Lane, Lake Worth, Florida 33463, but meetings of Members and the Board of Directors of the Association ("Board") may be held at such other places within Palm Beach County, Florida, as may be designated by the Board. The fiscal year of the Association shall be the calendar year.

The seal of the corporation shall bear the name of the corporation, the word "Florida", the words "Corporation Not-For-Profit and the year of incorporation, an impression of which is as follows:

(image of corporate seal appears on original)

## ARTICLE II DEFINITIONS

All terms defined in the Declaration of Covenants, Conditions and Restrictions of Lucerne Homes East ("Declarations"), as the same may be amended, when used in these "By-Laws" shall have the same definition as set forth in the Declaration.

## ARTICLE III MEETINGS AND VOTING

Section 1. MEMBERSHIP MEETINGS. There shall be two (2) regular meetings of the membership, held in December and April. The December meeting shall be known as the Annual Meeting, and at said meeting Directors shall be elected.

Any matter pertaining exclusively to the Recreational Facilities which is considered at a regular meeting shall be discussed and voted upon at such meeting by all Members and the Board of Directors shall prescribe reasonable and necessary procedures for that purpose.

Prior to each Annual Meeting a nominating committee shall be appointed by the Board and shall render its report as directed by the Board. The election process allows candidates to be nominated in advance of the meeting, the association is not required to allow nominations at the meeting.

Special meetings pertaining solely to the operations of the Recreational Facilities shall be called upon the filing with the Secretary of the Association of a petition to the Board signed by twenty-five (25) Members, or may be called by the President or Vice-President or at the request of a majority of the Board.

Special meetings for any other purpose shall be called upon the filing with the Secretary of a petition to the Board signed by twenty-five (25) Owners, or by the President or Vice-President or at the request of a majority of the Board. Where a Lot is owned by two (2) or more persons,

only one (1) of them may sign the foregoing petitions. All membership meetings shall be at such time and place as may be determined by the Board. Notice of meetings shall be given to the membership at least fourteen (14) days in advance of such meetings. Special membership meetings shall be held no sooner than thirty (30) days nor more than forty-five (45) days of receipt of a valid petition by the members.

Section 2. QUORUM. Except for meetings called to vote on assessments, the attendance at a meeting in person, or by proxy shall be 30% of the total voting interests entitled to vote at such meeting shall constitute a Quorum to transact business as provided by these By-Laws. If the foregoing requirement for a Quorum is not met, the meeting, at the board's discretion may be adjourned until such requirement is met.

Section 3. VOTING. At any meeting of Members, Owners shall be entitled to cast such votes to which they are entitled as defined in the Articles of Incorporation ("Articles").

Section 4. PROXIES AND ABSENTEE BALLOTS. At a membership meeting, each Member entitled to vote at that meeting may vote in person, by proxy, or by absentee ballot. All proxies shall be in writing and filed with the Secretary of the Association at, or prior to the meeting to which they are applicable. No Member may act as a proxy for more than three (3) other Members. Every proxy shall be revocable and proxies and absentee ballots shall cease to be valid upon conveyance by the Owner of his or her Unit.

Section 5. ORDER OF BUSINESS. The order of business at Annual Membership Meetings and, as far as practical, at other meetings, shall be as set forth in Robert's Rules of Order (latest edition).

#### ARTICLE IV DIRECTORS

Section 1. SELECTION, NUMBER, TERM. The affairs of the Association shall be managed by a Board of Directors consisting of seven (7) members. Directors shall be elected, each to serve two (2) years.

Section 2. RECALL AND REMOVAL. Any Director may be recalled and removed for good cause, if such action is approved by two-thirds (2/3) of the votes cast at a special meeting of the membership of the Association, provided that such Director be mailed a written copy of the charges made at least two (2) weeks before the membership meeting at which recall and removal will be considered. Said Director shall be given the opportunity to respond to such charges at said meeting. Any vacancy in the Board created by such recall and removal shall be filled by a plurality of the votes cast in an election thereafter conducted by the Members present at said meeting. Such election shall be by closed ballot, with nominations from the floor. Vacancies in the Board created by any other cause or reason and occurring between Annual membership Meetings shall be filled

by a majority vote of the remaining Directors. Any Director selected to fill a vacancy in accordance with the provisions of this Section shall. serve for the unexpired term of his or her predecessor.

Section 3. COMPENSATION. No Director shall receive compensation for any service he/she may render to the Association. However, any Director may be reimbursed for his/her actual expenses incurred in the performance of his/her duties.

Section 4. ACTION WITHOUT MEETING. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all of the Directors. Such action shall be ratified at the next board meeting.

There shall be established an EMERGENCY COMMITTEE, consisting of the President (or, in his absence, the Vice-President) and two (2) Directors, who shall be authorized to spend up to and including one thousand (\$1000.00) dollars for emergency action. An emergency is herewith defined as a situation dangerous to life or property.

## ARTICLE V MEETINGS OF DIRECTORS

Section 1. REGULAR MEETINGS. Regular meetings of the Board shall be held at such time and place as shall be fixed from time to time by a majority of the Board. Notice of said meetings shall be given to each Director, personally or by mail, telephone or telegraph, at least five (5) days prior to each meeting. Should said meeting fall on a legal holiday, then the meeting shall be held at the same time on the next day which is not a legal holiday. This Section shall not be construed as requiring regular meetings of the Board or Directors.

Section 2. QUORUM. A majority of the number of Directors shall constitute a quorum for the transaction of business, except as otherwise required by the Articles of Incorporation, or these By-Laws, and every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall constitute the act or decision of the Board.

Section 3. ORDER OF BUSINESS. The order of business at Directors' meetings shall be as set forth in Robert's Rules of Order (latest edition).

Section 4. SPECIAL MEETINGS. Special meetings of the Board may be called by the President, Vice-President, or a majority of the Board, in the same manner as regular meetings.

## ARTICLE VI POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. The Board shall exercise all of the powers of the Association as set forth in Article III of the ARTICLES, and shall have all powers and authority conferred upon corporations not-for-profit by the laws of Florida.

Section 2. IMPOSITION OF FINES. Pursuant to the Statutes 720.305 of Florida, the Board is authorized to assess fines upon a homeowner for any violation by the homeowner or the owner's tenants and/or their family members, guests, agent(s), servant(s), etc. of the Declaration, Articles of Incorporation, By-Laws, or Rules and Regulations. A fine may not be imposed by the board without at least 14 (fourteen) days' notice to the person sought to be fined and an opportunity for a hearing before a Committee of at least three members appointed by the board who are not officers, directors, or employees of the association, or the spouse, parent, child, brother, or sister of an officer, director or employee, and to representation by counsel. If the committee, by majority vote, does not approve of proposed fine, it may not be imposed. The amount of the fine so imposed shall be not more than one-hundred (\$100.00) dollars for each violation. Willful failure to correct any violation within thirty (30) calendar days following the imposition of the fine for such violation shall constitute a further violation, subject to the imposition of additional fines for each period of thirty (30) calendar days during which the violation continues. At such time if a fine exceeds \$2400.00 it may be a lien against a parcel. Once a fine is deemed to owing same shall be a monetary obligation of the Unit Owner, and shall be payable and collectible as any other assessment under the Homeowner's documents for Lucerne Homes East. The Board may suspend or terminate the entitlement of a Member to the use of the Recreational Facilities if he/she fails to pay dues, fines or assessments related thereto within sixty (60) days from the levy or due date thereof.

Section 3. SUSPENSION OR TERMINATION. The Board may suspend or terminate the entitlement of a Member to the use of the Recreational Facilities if he/she fails to pay dues, fines assessments, or any other financial obligation to the Association related thereto within (60) days from the levy or due date thereof. A suspension or termination may not be imposed by the Board without at least 14 (fourteen) days' notice to the person whose use rights are sought to be suspended or terminated. Such suspension or termination shall not relieve or satisfy any debt due or owing prior to such suspension or termination.

Section 4. ADHERENCE TO RULES AND REGULATIONS. Willful failure of a Director of the Association to adhere to all rules and regulations of the Association, including those pertaining to the Recreational Facilities, and to any provisions of the Association's Declaration, Articles of Incorporation, or By-Laws, may constitute cause for removal from office and/or the board of directors.

## ARTICLE VII OFFICERS AND THEIR DUTIES



Section 1. ENUMERATION OF OFFICERS. The officers of this Association shall be a President, a Vice-President and a Treasurer, who shall at all times be members of the Board, a Secretary and such other officers as the Board may create by resolution from time to time.

Section 2. ELECTION OF OFFICERS. The election of officers shall take place at the first meeting of the Board following each Annual Meeting of the Members.

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

Section 4. RESIGNATION AND REMOVAL. An officer may be removed from office for good cause, if two-thirds (2/3) of the members of the Board of Directors so vote at a regular or special meeting of the Board, provided such officer be given a written copy of the charges made, at least two (2) weeks before such meeting. Said officer shall be given the opportunity to respond to such charges at such meeting.

Section 5. VACANCIES. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer replaced.

Section 6. COMPENSATION. There will be no compensation for officers, except for reimbursement of monies spent in pursuing, or purchasing items needed to perform their duties. Compensation for employees shall be fixed by the Directors, but this provision shall not be deemed to require that compensation be paid to said officers.

Section 7. DUTIES. The duties of the officers are as follows:

The President shall preside at all meetings of the Board, shall see that all orders and resolutions of the Board are carried out and shall sign all leases, mortgages, deeds and other written instruments on behalf of the Association.

The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board.

The Treasurer shall have custody of all property and funds of the Association. He/she shall receive and deposit all monies of the Association in appropriate bank accounts and shall keep books of account in accordance with good accounting practices which shall at all times be made available to the Board, and shall submit a Treasurer's report when requested by the Board. All checks and other documents for the withdrawal of funds shall be by check signed by any two (2) of the President, Vice-President, Treasurer or fourth Board member designated by the Board, usually but not necessarily the Secretary. At the end of each fiscal year, the Board of Directors shall cause to be prepared a financial report as required by Chapter 720, Florida Statutes, as amended from time

to time and the Board of Directors shall also prepare the annual budgets and statements of income and expenditures to be presented to the membership at the regular annual Meeting and deliver a copy of each to the Members. The board will approve the final budget at the December board meeting.

The Secretary shall record the votes and keep the Minutes of all meetings and proceedings of the Board and of the Members, keep the corporate seal of the Association and affix same to all instruments requiring said seal, serve notice of meetings of the Board and the Members, keep appropriate current records showing the Members and their addresses, and perform such other duties as may be required by the Board.

## ARTICLE VIII COMMITTEES

Section 1. Except where otherwise provided in any Florida statute or in the Declaration of Covenants, Conditions and Restrictions, the Board of Directors shall appoint Committees to assist in the conduct of the affairs of the Association, and such Committees shall act under the Board's direction. A majority vote of the full Board is required in order that a committee may be established. The Board shall designate one member of each Committee to serve as its Chairperson. Said Chairperson and the remaining Committee members shall be entitled to vote on all recommendations and reports to be submitted to the Board. A majority of a Committee shall constitute a quorum and no recommendation or report shall be submitted except with the approval of those present at a duly called meeting of the Committee. Meetings may be called by the Chairperson or by a majority of the members after consultation with the Chairperson. Reasonable advance notice of any meeting shall be given by the Chairperson to all members.

Section 2. INTERVIEW COMMITTEE. The Board shall appoint a Interview Committee to perform the functions specified hereunder.

Section 2.1. RENTAL PROVISIONS. Subject to provisions contained elsewhere in the Declaration of Covenants, Conditions and Restrictions, the Articles of Incorporation, and these By-Laws, entire units may be rented, provided that occupancy shall be by no more than one (1) family. No rooms may be rented, and no transient tenants may be accommodated. Rentals shall be limited to one in any twelve (12) months and shall be for no less than six (6) consecutive months, provided, however, that if a tenancy is terminated by a valid court judgment, so that these conditions cannot reasonably be applied, a new lease may be submitted for approval, subject to the same limitations.

All Unit Owners are prohibited from leasing any Unit during the first two (2) years following the date of conveyance or transfer of title or other ownership interest in the Unit.

- (a) All Unit owners are prohibited from leasing any Unit during the first two (2) years following the date of conveyance or transfer of title or other ownership interest in the unit.
- (b) This amendment to Section 2.1 shall not operate to retroactively invalidate any lease or occupancy of a Unit which was valid upon the effective date of this amendment. A renewal of a lease of a Unit shall be considered a new lease for purpose of this Section.

Section 2.2. LEASES. Any Owner intending to make a bona fide lease shall give to the Association notice of such intention together with the name and address of the proposed lessee, and such other information concerning the proposed lessee as the Association may reasonably require, including business and/or social references, and an executed copy of the proposed lease. The lease must be approved by the Board of Directors or by the Interview Committee, or both, prior to its becoming effective and prior to occupancy there under. In order for the Association and/or the Interview Committee, to examine the proposed lessee's credentials and determine whether the proposed lease shall be approved, the Owner shall submit to the Association a properly executed application-for-approval form which shall also contain an acknowledgement executed by the Owner and proposed tenant attesting to the receipt by the latter of a copy of the Declaration of Covenants, Conditions and Restrictions, Articles and By-Laws and the Rules and Regulations.

Within thirty (30) days of receipt of notice and all information and documents required above, the Board of Directors and/or Interview committee must approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President, Vice-President or Interview Committee Chairperson, which shall be transmitted to the Lessor. The lease shall not be automatic but must be renewed each year. If disapproved, the Owner shall be advised of the disapproval in writing, and the lease shall not be made.

Section 2.3 INTERVIEW COMMITTEE/SALES. Notwithstanding anything to the contrary contained in this or any other document governing Lucerne Homes East Homeowners' Association, Inc. the Association through the Board of Directors or a Committee designated by the Board, shall have the right to approve all sales of a Lot or Unit. The rules and policies in connection with such sales approval shall be promulgated by the Board from time to time. The following provisions govern the sale approval process:

- (a) PROCEDURE. Any Unit Owner intending to make a bona fide sale of his/her Unit or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require. The sale must be approved by the Board or its Committee prior to closing and prior to occupancy or storage of personal belongings therein. The Owner shall submit to the Association a properly executed application for approval which application shall be in the form as provided by the Association. In addition, the Board or Committee may require a personal interview with the prospective purchaser and occupants as further conditions of approval.

- (b) FAILURE TO GIVE NOTICE. If the notice to the Association herein required is not given, then at any time after receiving knowledge of the transaction or event, transferring possession or title of a Lot or Unit, the Association, at its election and without notice may approve or disapprove the transfer.
- (c) APPLICATION FEE. The Board may charge a non-refundable application fee in an amount to be determined by the Board in connection with and as a condition of the approval. A nonrefundable application fee shall be paid at the time a properly executed application is submitted to the Association.
- (d) APPROVAL OR DISAPPROVAL. The Association, upon receipt of all information, documents, fees and interview (if required), within thirty (30) days after receipt of all information required herein, shall either approve or disapprove the sale.

Any approval granted herein is conditioned upon the purchaser and occupants abiding by all provisions contained in any documents governing Lucerne Homes East, including the Declaration, Articles of Incorporation, By-Laws and Rules and Regulations.

If the required approval is not obtained from the Association, the proposed contract for sale shall be null and void.
- (e) ASSESSMENTS. The failure of a Lot or Unit to be current in the payment of maintenance assessments is grounds for disapproval of a sale, or lease.
- (f) No intended purchaser of a Lot or Unit shall have an ownership interest in more than one (1) unit in Lucerne Homes East.

## ARTICLE IX BOOKS AND RECORDS

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

## ARTICLE X ASSESSMENTS

Section 1. Each Member shall pay to the Association Annual and Special Property Assessments and Special Property Assessments.

Section 2. ANNUAL BUDGETS. During November of each year, the Board shall submit to each owner a copy of the approved Budget for the next calendar year with respect to all operations of the Association. The Budget shall include, but not be limited to (a) the estimated funds required to defray the common expenses such as operation, maintenance, repair and replacement of all property comprising the Recreational Facilities and (b) the estimated funds required for capital improvements to such facilities which the Board proposes for such year. Each proposed capital improvement shall be described individually and its cost separately estimated and all capital improvements shall be approved by the Members at the December Membership Meeting. The Board shall act on the proposed Budgets at the December board meeting. The annual Budgets may be increased by the Board by a maximum of fifteen (15%) percent over the annual Budgets for the preceding year without a vote of the membership.

In the event of a proposed increase of more than fifteen (15%) percent in either Budget, such increase must be approved by a majority of the votes cast at a regular or special meeting by those eligible to vote at such a meeting, and at which the quorum requirements of the Declaration have been met.

Section 2.1. The Board of Directors has the authority to expend up to \$2,500 in the aggregate during any calendar year for all Recreational Facilities capital improvements not specifically provided for in the Budget. Any expenditures for unbudgeted Recreational Facilities capital improvements during such year which, in the aggregate, exceed \$2,500 must have the prior approval of the members.

Section 3. PAYMENT OF ASSESSMENTS. All assessments shall be due and payable on January 31st and July 31st of each year. If not paid on those dates they will be turned over to our attorney for collection.

## ARTICLE XI AMENDMENTS

Section 1. These By-Laws may be amended at a legally constituted regular or special meeting of the Members by a vote of a majority of the votes cast in person, by proxy, or by absentee ballot, except as may be provided elsewhere in these By-Laws, the Declaration or the Articles of Incorporation. Notice of the subject matter of any proposed amendment to these By-Laws shall be included in the notice of any membership meeting at which the proposed amendment is to be considered.

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

## ARTICLE XII

## PARLIAMENTARY RULES

Robert's Rules of Order (latest edition) shall govern the conduct of the meetings of the Board and Members when not in conflict with the Declaration, the Articles or these By-Laws.

### ARTICLE XIII PETS

For sanitary reasons, and to help assure the cleanliness of the community and its environs, pet owners shall be required to clean up after their pets.

### ARTICLE XIV EFFECTIVE DATE

These amended By-Laws shall take effect on January 1, 2018.

EXHIBIT "A"

A parcel of land lying in the North one-half of the Southeast one-quarter of Section 27, Township 44 South, Range 42 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of the Northwest one-quarter of the Southeast one-quarter of said Section 27, said point of commencement bears North  $00^{\circ}27'46''$  West, a distance of 5.39 feet from the centerline of Melaleuca Lane (an 80' road right-of-way); thence South  $89^{\circ}53'09''$  East along the South line of the North one-half of the Southeast one-quarter of said Section 27, a distance of 338.41 feet to the East line of the West one-quarter of the Northwest one-quarter of the Southeast one-quarter of said Section 27; thence North  $00^{\circ}28'32''$  West along said line a distance of 35.29 feet to the North right-of-way line of said Melaleuca Lane and the point of beginning (P.O.B.)

Thence, North  $90^{\circ}00'00''$  East along said line, a distance of 1237.60 feet; thence North  $00^{\circ}00'00''$  East, a distance of 1302.81 feet to the North line of the Southeast one-quarter of said Section 27; thence, South  $89^{\circ}57'44''$  West along said line, a distance of 1248.41 feet to the East line of the West one-quarter of the Northwest one-quarter of the Southeast one-quarter of said Section 27; thence South  $00^{\circ}28'32''$  East along said line a distance of 1302.02 feet to the point of beginning.

Containing 37.164 acres.

Best image available. See O.R. Book 6240, at Page 649 for original.







Prepared By/Return to:  
Laurie G. Manoff, Esquire  
DICKER, KRIVOK & STOLOFF  
1818 Australian Avenue S., #400  
West Palm Beach, Florida 33409  
(561) 615-0123  
Box# 165

CFN 20090356545  
OR BK 23491 PG 1395  
RECORDED 10/13/2009 16:18:50  
Palm Beach County, Florida  
Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 1395 - 1406; (12pgs)

**NOTICE UNDER FLORIDA STATUTE SECTION 712.05  
OF THE MARKETABLE RECORD TITLE ACT**

1. Lucerne Homes East Homeowners Association, Inc. desires to preserve all covenants and restrictions contained in the following documents listed on Exhibit "A" attached hereto.

2. The postoffice address for Lucerne Homes East Homeowners Association, Inc. is 6314 Summer Sky Lane, Greenacres, FL 33468.

3. Attached as Exhibit "B" is the Affidavit of James Arrington pursuant to Florida Statute 712.06(1)(b).

4. The land affected by this Notice as described in the Lucerne Homes East Homeowners Association, Inc. Declaration of Covenants, Conditions and Restrictions is described as follows:

A parcel of land lying in the North one-half of the Southeast one-quarter of Section 27, Township 44 South, Range 42 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of the Northwest one-quarter of the Southeast one-quarter of said Section 27, said point of commencement bears North 00°27'46" West, a distance of 5.39 feet from the centerline of Melaleuca Lane (an 80' road right-of-way); thence South 89°53'09" East along the South line of the North one-half of the Southeast one-quarter of said Section 27, a distance of 338.41 feet to the East line of the West one-quarter of the Northwest one-quarter of the Southeast one-quarter of said Section 27; thence North 00°28'32" West along said line a distance of 35.29 feet to the North right-of-way line of said Melaleuca Lane and the point of beginning (P.O.B.)

Thence, North 90°00'00" East along said line, a distance of 1237.60 feet, thence North 00°00'00" East, a distance of 1302.81 feet to the North line of the Southeast one-quarter of said Section 27; thence, South 89°57'44" West along said line, a distance of 1248.41 feet to the East line of the West one-quarter of the Northwest one-quarter of the Southeast one-quarter of said Section 27; thence South 00°28'32" East along said line a distance of 1302.02 feet to the point of beginning.

Containing 37.164 acres.

5. This claim is based upon the covenants and restrictions contained in the documents listed on Exhibit "A" attached hereto.

WITNESSES:

Signed, sealed and delivered  
in the presence of:

LUCERNE HOMES EAST HOMEOWNERS  
ASSOCIATION, INC.

Sandra Lery  
Print Name: Sandra Lery

By: James L. Arrington  
James Arrington, President

Linda Dembowski  
Print Name: Linda Dembowski

By: Joan E. Marinero  
Secretary

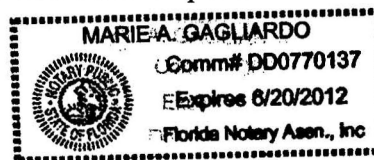
STATE OF FLORIDA )

COUNTY OF PALM BEACH )

Sworn to, acknowledged and subscribed before me this 1st day of October, 2009, by James Arrington, President and Joan Marinero, Secretary of Lucerne Homes East Homeowners Association, Inc., who have produced as identification, or are personally known to me to be the person described in and who have executed the foregoing instrument and have acknowledged that the contents therein are true and correct to the best of their knowledge and belief.

Marie A. Gagliardo  
NOTARY PUBLIC, State of Florida  
at Large.

My Commission Expires:



**EXHIBIT "A" TO THE**  
**NOTICE UNDER FLORIDA STATUTE §712.05 OF THE**  
**MARKETABLE RECORD TITLE ACT**

- A. Lucerne Homes East Homeowners Association, Inc. Plat No. 1 recorded in the Public Records of Palm Beach County, FL in Plat Book 39 at Pages 45 and 46.
- B. Lucerne Homes East Homeowners Association, Inc. Plat No.'s 2, 3, and 4 which have been recorded respectively in Public Records of Palm Beach County, FL in Plat Book 39 at Pages 177 and 178; Plat Book 40 at Pages 134 and 135; and Plat Book 41 at Pages 88 and 89.
- C. Declaration of Covenants Conditions and Restrictions of Lucerne Homes East Homeowners Association, Inc. recorded on February 22, 1980 in Official Records Book 3236 at Page 1227 of the Public Records of Palm Beach County, Florida.
- D. First Amendment to the Declaration of Covenants Conditions and Restrictions of Lucerne Homes East Homeowners Association, Inc. recorded on June 12, 1980 in Official Records Book 3307 at Page 1469 of the Public Records of Palm Beach County, Florida.
- E. Second Amendment to the Declaration of Covenants Conditions and Restrictions of Lucerne Homes East Homeowners Association, Inc. recorded on September 3, 1980 in Official Records Book 3356 at Page 1352 of the Public Records of Palm Beach County, Florida.
- F. Third Amendment to the Declaration of Covenants Conditions and Restrictions of Lucerne Homes East Homeowners Association, Inc. recorded on February 7, 1983 in Official Records Book 3876 at Page 0786 of the Public Records of Palm Beach County, Florida.
- G. Fourth Amendment to the Declaration of Covenants Conditions and Restrictions of Lucerne Homes East Homeowners Association, Inc. recorded on October 27, 1989 in Official Records Book 6240 at Page 637 of the Public Records of Palm Beach County, Florida.
- H. Statement of Consent of Homeowners of Lucerne Homes East Homeowners Association, Inc. to the Amendments of Declaration of Covenants Conditions and Restrictions controlling said community recorded on May 30, 1990 in Official Records Book 6468 at Page 1630 of the Public Records of Palm Beach County,

Florida.

- I. Amendment to the Fourth Amendment to the Declaration of Covenants Conditions and Restrictions of Lucerne Homes East Homeowners Association, Inc. recorded on March 31, 1994 in Official Records Book 8194 at Page 367 of the Public Records of Palm Beach County, Florida.
- J. Amendment to the Fourth Amendment to the Declaration of Covenants Conditions and Restrictions of Lucerne Homes East Homeowners Association, Inc. recorded on October 17, 2001 in Official Records Book 12994 at Page 1642 of the Public Records of Palm Beach County, Florida.
- K. Amendment to the Declaration of Covenants Conditions and Restrictions of Lucerne Homes East Homeowners Association, Inc. recorded on January 1, 2002 in Official Records Book 13294 at Page 0788 of the Public Records of Palm Beach County, Florida.
- L. Bylaws of Lucerne Homes East Homeowners Association, Inc. recorded on February 22, 1980 in Official Records Book 3236 at Page 1256 of the Public Records of Palm Beach County, Florida.
- M. Amendment to the Bylaws of Lucerne Homes East Homeowners Association, Inc. recorded on January 7, 1983 in Official Records Book 3857 at Page 1664 of the Public Records of Palm Beach County, Florida.
- N. Amendment to the Bylaws of Lucerne Homes East Homeowners Association, Inc. recorded on January 7, 1983 in Official Records Book 3857 at Page 1658 of the Public Records of Palm Beach County, Florida.
- O. Amendment to the Bylaws of Lucerne Homes East Homeowners Association, Inc. recorded on January 7, 1983 in Official Records Book 3857 at Page 1661 of the Public Records of Palm Beach County, Florida.
- P. Amendment to the Bylaws of Lucerne Homes East Homeowners Association, Inc. recorded on January 7, 1985 in Official Records Book 4436 at Page 1663 of the Public Records of Palm Beach County, Florida.
- Q. Bylaws of Lucerne Homes East Homeowners Association, Inc. for recreational facilities recorded on October 27, 1989 in Official Records Book 6240 at Page 671 of the Public Records of Palm Beach County, Florida.
- R. Amendment to the Bylaws of Lucerne Homes East Homeowners Association, Inc. recorded on October 27, 1989 in Official Records Book 6240 at Page 657 of the Public Records of Palm Beach County, Florida.

- S. Amendment to the Bylaws of Lucerne Homes East Homeowners Association, Inc. for recreational facility recorded on January 9, 1995 in Official Records Book 8576 at Page 929 of the Public Records of Palm Beach County, Florida.
- T. Amendment to the Bylaws of Lucerne Homes East Homeowners Association, Inc. recorded on June 12, 1998 in Official Records Book 10458 at Page 1666 of the Public Records of Palm Beach County, Florida.
- U. Amendment to the Bylaws of Lucerne Homes East Homeowners Association, Inc. recorded on February 23, 2004 in Official Records Book 16575 at Page 1384 of the Public Records of Palm Beach County, Florida.
- V. Amendment to the Bylaws of Lucerne Homes East Homeowners Association, Inc. recorded on January 12, 2005 in Official Records Book 18056 at Page 1695 of the Public Records of Palm Beach County, Florida.
- W. Amendment to the Bylaws of Lucerne Homes East Homeowners Association, Inc. recorded on May 19, 2006 in Official Records Book 20366 at Page 315 of the Public Records of Palm Beach County, Florida.
- X. Amendment to the Bylaws of Lucerne Homes East Homeowners Association, Inc. recorded on April 24, 2007 in Official Records Book 21656 at Page 1663 of the Public Records of Palm Beach County, Florida.
- Y. Amendment to the Bylaws of Lucerne Homes East Homeowners Association, Inc. recorded on September 29, 2008 in Official Records Book 22881 at Page 222 of the Public Records of Palm Beach County, Florida.
- Z. Articles of Incorporation of Lucerne Homes East Homeowners Association, Inc. recorded on January 11, 1979 in Official Records Book 3236 at Page 1241 of the Public Records of Palm Beach County, Florida.
- AA. Amendment to the Articles of Incorporation of Lucerne Homes East Homeowners Association, Inc. recorded on January 30, 1980 in Official Records Book 3236 at Page 1252 of the Public Records of Palm Beach County, Florida.
- BB. Amendment to the Articles of Incorporation of Lucerne Homes East Homeowners Association, Inc. recorded on December 4, 1981 in Official Records Book 9639 at Page 1653 of the Public Records of Palm Beach County, Florida.
- CC. Amendment to the Articles of Incorporation of Lucerne Homes East Homeowners Association, Inc. recorded on August 5, 1982 in Official Records Book 4436 at Page 1660 of the Public Records of Palm Beach County, Florida.
- DD. Amendment to the Articles of Incorporation of Lucerne Homes East Homeowners

Association, Inc. recorded on January 7, 1985 in Official Records Book 4436 at Page 1658 of the Public Records of Palm Beach County, Florida.

- EE. Amendment to the Articles of Incorporation of Lucerne Homes East Homeowners Association, Inc. recorded on October 27, 1989 in Official Records Book 6240 at Page 626 of the Public Records of Palm Beach County, Florida.
- FF. Articles of Merger of Lucerne Homes East Homeowners Association, Inc. recorded on October 27, 1989 in Official Records Book 6240 at Page 620 of the Public Records of Palm Beach County, Florida.
- GG. Amendment to the Articles of Incorporation of Lucerne Homes East Homeowners Association, Inc. recorded on May 30, 1991 in Official Records Book 6839 at Page 916 of the Public Records of Palm Beach County, Florida.
- HH. Amendment to the Articles of Incorporation of Lucerne Homes East Homeowners Association, Inc. recorded on January 26, 2005 in Official Records Book 18063 at Page 232 of the Public Records of Palm Beach County, Florida.
- II. Resolution of Board of Directors of Lucerne Homes East Homeowners Association, Inc. recorded on March 10, 1989 in Official Records Book 5994 at Page 133 of the Public Records of Palm Beach County, Florida.

F:\Documents\Laurie\LucerneHomesEast\MRTAexhibit A.wpd

**EXHIBIT "B" TO THE  
NOTICE UNDER FLORIDA STATUTE SECTION 712.05  
OF THE MARKETABLE RECORD TITLE ACT**

**AFFIDAVIT OF JIM ARRINGTON**

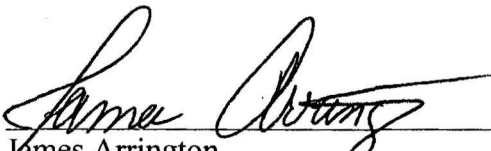
STATE OF FLORIDA                     )  
COUNTY OF PALM BEACH         )

Before me, the undersigned authority, personally appeared, James Arrington, who after being first duly sworn, says that:

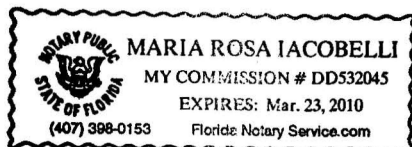
1. I am the president of Lucerne Homes East Homeowners Association, Inc. (hereinafter referred to as "the Association") and a member of the Board of Directors of Lucerne Homes East Homeowners Association, Inc.

2. The Board of Directors of Lucerne Homes East Homeowners Association, Inc. did cause a Statement of Marketable Title Action in substantial conformance with Florida Statute Section 712.06(1)(b) to be mailed or hand delivered to each member of Lucerne Homes East Homeowners Association, Inc. Attached as Exhibit "A" is a true and correct photocopy of the Statement of Marketable Title Action mailed or hand delivered to the Association's members.

FURTHER AFFIANT SAYETH NOT.

  
James Arrington

Sworn to and subscribed before me this 5 day of October, 2009



Maria Rosa Iacobelli  
Notary Public, State of Florida  
Maria Rosa Iacobelli  
(Print, Type, or Stamp)  
Commissioned Name of Notary  
Public)

Personally known \_\_\_\_\_ OR Produced Identification X  
Type of Identification Florida State Driver ID

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**LUCERNE HOMES EAST HOMEOWNERS ASSOCIATION, INC.**  
**NOTICE OF BOARD OF DIRECTOR MEETING**

DATE: *OCTOBER 1, 2009*

TIME: *7:00 PM*

PLACE: *LUCERNE HOMES EAST Clubhouse*  
*6314 Summer Sky Lane, GREENACCO, FL 33463*

ACTION TO BE TAKEN: To pass a resolution to effect the following:

**STATEMENT OF MARKETABLE TITLE ACTION**

The Lucerne Homes East Homeowners Association, Inc. ("The Association") has taken action to ensure that the covenants and restrictions contained in the documents listed on Exhibit "1" attached hereto currently burdening the property of each and every member of the Association, retains its status as the source of marketable title with regard to the transfer of a member's residence. To this end, the Association shall cause the notice required by chapter 712, Florida Statutes, to be recorded in the Public Records of Palm Beach County, Florida. Copies of this notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association.

F:\Documents\Laurie\LucerneHomesEast\MRTA.Notice.brd.Mtg.list.wpd

**EXHIBIT**

*A*



**EXHIBIT "1" TO THE**  
**NOTICE OF BOARD OF DIRECTORS MEETING CONTAINING**  
**THE STATEMENT OF MARKETABLE TITLE ACTION**

- A. Lucerne Homes East Homeowners Association, Inc. Plat No. 1 recorded in the Public Records of Palm Beach County, FL in Plat Book 39 at Pages 45 and 46.
- B. Lucerne Homes East Homeowners Association, Inc. Plat No.'s 2, 3, and 4 which have been recorded respectively in Public Records of Palm Beach County, FL in Plat Book 39 at Pages 177 and 178; Plat Book 40 at Pages 134 and 135; and Plat Book 41 at Pages 88 and 89.
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- GG. Amendment to the Articles of Incorporation of Lucerne Homes East Homeowners Association, Inc. recorded on May 30, 1991 in Official Records Book 6839 at Page 916 of the Public Records of Palm Beach County, Florida.
- HH. Amendment to the Articles of Incorporation of Lucerne Homes East Homeowners Association, Inc. recorded on January 26, 2005 in Official Records Book 18063 at Page 232 of the Public Records of Palm Beach County, Florida.
- II. Resolution of Board of Directors of Lucerne Homes East Homeowners Association, Inc. recorded on March 10, 1989 in Official Records Book 5994 at Page 133 of the Public Records of Palm Beach County, Florida.

F:\Documents\Laurie\LucerneHomesEast\MRTA.Ntc.Bd.mtg.exhibit 1.wpd

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
LUCERNE HOMES EAST HOMEOWNER'S ASSOCIATION, INC.**

WHEREAS, the Board of Directors recognizes that the development known as LUCERNE HOMES EAST has for many years been a Community operated and designed for older persons;

WHEREAS, the Community has for many years maintained a minimum age restriction of fifteen (15) years for permanent occupancy;

WHEREAS, the Board of Directors recognizes the existence of the Fair Housing Amendments Act of 1988 ("Act"), and that the Act imposes various requirements in order for the Community to continue maintaining its minimum age restriction.

IT IS HEREBY RESOLVED as follows:

1. The attached Statement of Intent and Rule and Regulation is incorporated into this Resolution by reference, and is declared to be the policy and a Rule and Regulation of the Association. The Statement of Intent and Rule and Regulation shall be immediately recorded in the Public Records of Palm Beach County, Florida.

2. The Association's attorney has been asked to prepare Amendments to the Homeowners Documents which are necessary and beneficial to meet the requirements of the Act. These Amendments will be considered and approved by the Board and then submitted to the members of the Association for their consideration and vote at a Special Meeting to be held in April or May, 1989.

3. The attached Statement of Intent and Rule and Regulation shall remain in place until either of the following shall first occur:

(a) The Amendments referred to above are approved by the members of the Association and recorded in the Public Records of Palm Beach County, Florida. In that case, the Amendments shall replace the Statement of Intent and Rule and Regulation.

(b) The Amendments referred to above are not approved by the members of the Association. In that case, a Revocation of the Statement of Intent and Rule and Regulation shall be recorded in the Public Records of Palm Beach County, Florida. Such Revocation shall also state that the minimum age restriction shall not be enforced until further notice.

4. The Board of Directors shall add to that already existing, as many significant services and facilities as possible which are specifically designed to meet the physical or social needs of persons age 55 years and older.

RESOLVED by the vote of 9 Directors in favor and 0 Directors against, out of a total of 9 Directors constituting the full Board of Directors.

DATED this 10<sup>th</sup> day of March, 1989.

  
SECRETARY -

A:LUCE400

**STATEMENT OF INTENT AND RULE AND REGULATION FOR  
LUCERNE HOMES EAST**

WHEREAS, Declaration of Covenants, Conditions and Restrictions of Lucerne Homes East ("Declaration") was recorded in Official Record Book 3236, Page 1227 of the Public Records of Palm Beach County, Florida;

WHEREAS, the Lucerne Homes East Homeowner's Association, Inc. ("ASSOCIATION") has jurisdiction to operate and manage the Lucerne Homes East ("COMMUNITY").

NOW THEREFORE, the Board of Directors of the ASSOCIATION makes this following declaration of Intent and policy, and Board Rule and Regulation:

1. It is hereby declared by the Board of Directors of the ASSOCIATION that the COMMUNITY is in the process of complying with the requirements of the Fair Housing Amendments Act of 1988 ("ACT"), and the Administrative Rules ("ADMINISTRATIVE RULES") which interpret the ACT.

2. More specifically, the COMMUNITY is in the process of taking the necessary steps and adopting the necessary procedures to meet the Exemption in the ACT relating to "55 or over housing" ("EXEMPTION THREE").

3. The Board of Directors of the ASSOCIATION has already adopted a Resolution which has directed the Association's attorney to prepare Amendments to the Governing Documents to implement EXEMPTION THREE. These Amendments will be approved by the Board of Directors and then submitted to the membership of the Association for their consideration, vote and approval. The Resolution also holds that until the Amendments are approved and recorded in the Public Records of Palm Beach County, Florida, the following Rule and Regulation shall apply as to all applications for Lease and for purchase received by the Board of Directors of the ASSOCIATION for approval:

**RULE AND REGULATION: NO LEASE OR PURCHASE OF A UNIT SHALL BE APPROVED UNLESS THE INTENDED OCCUPANCY OF THE UNIT SHALL BE BY AT LEAST ONE PERSON WHO HAS ATTAINED THE AGE OF 55 YEARS. THE ONLY EXCEPTION TO THIS IS IF THE COMMUNITY AT THE TIME EXCEEDS THE OCCUPANCY REQUIREMENTS SET FORTH IN THE ACT; IN THAT EVENT, OCCUPANCY SHALL BE PERMITTED OF A UNIT EVEN WHERE NO PERSON IS 55 YEARS OF AGE OR OLDER. HOWEVER, IF AT THE TIME AN OCCUPANCY BY PERSONS NONE OF WHOM ARE 55 YEARS OF AGE WOULD CAUSE THE ASSOCIATION TO FALL BELOW THE OCCUPANCY REQUIREMENTS OF THE ACT, THEN THE LEASE OR SALE SHALL NOT BE PERMITTED AND SHALL BE DISAPPROVED IF NO INTENDED OCCUPANT IS 55 YEARS OF AGE OR OLDER. IN ANY EVENT, NO PERSON MAY OCCUPY ANY UNIT IN VIOLATION OF ARTICLE IX, SECTION 19 OF THE DECLARATION. STRICT LEGAL ACTION WILL BE TAKEN AS TO ANY SUCH LEASE OR PURCHASE WHICH VIOLATES THIS RULE AND REGULATION.**

4. Once the Amendments referred to above are recorded in the Public Records of Palm Beach County, Florida, the Amendments shall replace and supersede the Rule and Regulation referred to in Paragraph 3 above. If the Amendments are not approved by the membership, then the ASSOCIATION shall record a Revocation of Statement of Intent and Rule and Regulation, cancelling this document from the Public Records of Palm Beach County, Florida.

5. Until revoked, this Statement of Intent and Rule and Regulation shall constitute publication of the intention of this COMMUNITY to maintain EXEMPTION THREE, and become a "55 or over housing" community as defined in the ACT and ADMINISTRATIVE RULES.

WITNESSES:

LUCERNE HOMES EAST HOMEOWNER'S  
ASSOCIATION, INC.

*Eugene A. Bessin*  
*Frank J. Frank*

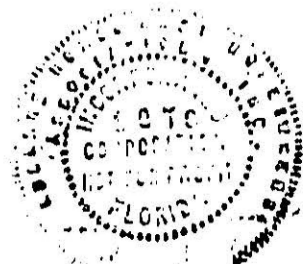
by:

PRESIDENT:

attest:

SECRETARY:

THIS INSTRUMENT PREPARED BY:  
LEVINE AND FRANK, P.A.  
3300 PGA Boulevard, Suite 800  
Palm Beach Gardens, FL 33410  
Telephone: (407) 626-4700





STATE OF FLORIDA )  
 )ss  
COUNTY OF PALM BEACH )

I HEREBY CERTIFY that on this 10 day of March, 1989 before me personally appeared GEORGE SAGON, President and HOWARD BEGER, Secretary of the LUCERNE HOMES EAST HOMEOWNER'S ASSOCIATION, INC., a Florida not-for-profit Corporation, to me known to be the individuals and officers described in and who executed the aforesaid Certification as their free acts and deeds as such duly authorized officers; and that the official seal of the Corporation is duly affixed and the instrument is the act and deed of the Corporation.

WITNESS my signature and official seal at Lake Worth, in the County of Palm Beach, State of Florida, the day and year last aforesaid.

[Signature]  
NOTARY PUBLIC, State of Florida at Large

A:LUCE401-402

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES APRIL 1, 1991  
BONDED THRU NOTARY PUBLIC UNDERWRITERS.





CFN 20110411238  
OR BK 24834 PG 0016  
RECORDED 11/04/2011 10:07:15  
Palm Beach County, Florida  
AMT 1.00  
Doc Stamp 0.70  
Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 0016 - 30; (15pgs)

### GRANT OF EASEMENT

This Grant of Easement (the "Easement") dated this 23 day of MARCH, 2011 by and between Comcast of Florida/Georgia, LLC, its successors and assigns, hereinafter referred to as "Grantee" and Lucerne Homes East Homeowner's Association Inc, hereinafter referred to as "Grantor".

Grantor and Grantee are parties to a Services Agreement dated MARCH 23 2011, pursuant to which Grantee provides certain broadband communications services to the Premises described below.

In consideration of One Dollar (\$1.00), Grantor(s), owner(s) of the Premises described below, hereby grant(s) to Grantee, its successors and assigns, an easement in gross and right-of-way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time a broadband communications system (hereinafter referred to as the "Company Wiring") consisting of wires, underground conduits, cables, pedestals, vaults, and including but not limited to above ground enclosures, markers and concrete pads or other appurtenant fixtures and equipment necessary or useful for distributing broadband services and other like communications, in, on, over, under, across and along that certain real property (the "Premises") located in County of Palm Beach, State of Florida described as follows:

#### LEGAL DESCRIPTION: (See Attached)

Grantor(s) agree(s) for itself and its heirs and assigns that the Company Wiring on the Premises shall be and remain the personal property of the Grantee and may not be altered, obstructed or removed without the express written consent of the Grantee. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut trees and/or roots which may endanger or interfere with said Company Wiring and shall have free access to said Company Wiring and every part thereof, at all times for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said Premises of the Grantor, the Grantee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the area to as near the same condition as it was prior to such excavation as is practical.

This Easement shall run with the land for so long as Grantee, its successors or assigns provides broadband service to the Premises.



IN WITNESS WHEREOF, the parties hereto have caused this Easement to be executed by their duly authorized representatives as of the date first written above.

## GRANTOR

WITNESS/ATTEST:

*Joseph Demkowicz*  
Name: Joseph Demkowicz

Lucerne Homes East Homeowner's Association Inc

By: *James L. Arrington*  
Name: JAMES L. ARRINGTON  
Title: PRESIDENT

WITNESS/ATTEST:

*Janet Lewis*  
Name: JANET LEWIS

## GRANTEE

ATTEST:

*Marie Gonzalez*  
Name: Marie Gonzalez

Comcast of Florida/Georgia, LLC

By: *Ronald Hummel*  
Name: Ronald Hummel  
Title: Regional Vice President

*M. Newbold*  
M. Newbold

6/17/11

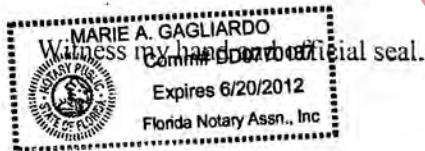
Comcast  
1100 Northpoint Pkwy  
Suite 100  
West Palm Beach, FL 33407

STATE OF FLORIDA )

) ss.

COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of March, 2011 by James L. Arington (name), the President (title) of Lucerne Homes East (entity), on behalf of said entity. He/she is personally known to me or has presented \_\_\_\_\_ (type of identification) as identification and did/did not take an oath.



Marie A. Gagliardo  
MARIE A. GAGLIARDO Notary Public  
(Print Name)

My commission expires: 6/20/12

STATE OF FLORIDA )

) ss.

COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of June, 2011 by RON HUMMEL (name), of Comcast of Florida/Georgiallc (entity), on behalf of said entity. He/She is personally known to me or has presented \_\_\_\_\_ (type of identification) as identification and did/did not take an oath.

Witness my hand and official seal.



Kim M. Meola  
Kim M. Meola Notary Public  
(Print Name)

My Commission expires: 2/9/2015

Gary R. Nikollis, CFA  
**Property Appraiser** Palm Beach County  
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Owner Name	Location	Municipality	Parcel Number
RAINBOWS HOA INC	4709 RAINBOW DR	GREENACRES	18424427080010000
EQUITZ GERALD E	6101 RAINBOW CIR	GREENACRES	18424427080010010
SEFCEK ELSIE	6103 RAINBOW CIR	GREENACRES	18424427080010020
ANDERSON DANIEL F	6105 RAINBOW CIR	GREENACRES	18424427080010030
GORELICK GAIL &	6107 RAINBOW CIR	GREENACRES	18424427080010040
GORELICK KATHLEEN	6107 RAINBOW CIR	GREENACRES	18424427080010040
BARBOZA MARIO I &	6109 RAINBOW CIR	GREENACRES	18424427080010050
BARBOZA SOFIA	6109 RAINBOW CIR	GREENACRES	18424427080010050
THOMAS GEORGE L &	6111 RAINBOW CIR	GREENACRES	18424427080010060
THOMAS JUANITA	6111 RAINBOW CIR	GREENACRES	18424427080010060
VENHERM MARTHA L	6113 RAINBOW CIR	GREENACRES	18424427080010070
ISBELL GREG	6115 RAINBOW CIR	GREENACRES	18424427080010080
ISBELL LORIE &	6115 RAINBOW CIR	GREENACRES	18424427080010080
CARDENAS MARINA	6117 RAINBOW CIR	GREENACRES	18424427080010090
SCHULTZ MARGARET A	6119 RAINBOW CIR	GREENACRES	18424427080010100
SCHULTZ MARGARET A TR	6119 RAINBOW CIR	GREENACRES	18424427080010100
OCONNOR DIANE M	6121 RAINBOW CIR	GREENACRES	18424427080010110
OCONNOR RICHARD P &	6121 RAINBOW CIR	GREENACRES	18424427080010110
GOUVEIA JULIA L	6123 RAINBOW CIR	GREENACRES	18424427080010120
DEL PIANO JOSEPH &	6125 RAINBOW CIR	GREENACRES	18424427080010130
DEL PIANO LINDA	6125 RAINBOW CIR	GREENACRES	18424427080010130
GILELS HARLENE	6127 RAINBOW CIR	GREENACRES	18424427080010140
GILELS HARLENE TR	6127 RAINBOW CIR	GREENACRES	18424427080010140
GILELS VICTOR &	6127 RAINBOW CIR	GREENACRES	18424427080010140
GILELS VICTOR TR	6127 RAINBOW CIR	GREENACRES	18424427080010140
HIRSCH HENRY EST	6129 RAINBOW CIR	GREENACRES	18424427080010150
DIMINICO HENRY J	6131 RAINBOW CIR	GREENACRES	18424427080010160
DIMINICO HENRY J TR	6131 RAINBOW CIR	GREENACRES	18424427080010160
DIMINICO YOLANDA	6131 RAINBOW CIR	GREENACRES	18424427080010160
DIMINICO YOLANDA TR	6131 RAINBOW CIR	GREENACRES	18424427080010160
MAUCELI ELAINE	6133 RAINBOW CIR	GREENACRES	18424427080010170
MILONAS HERODOTOS M &	6133 RAINBOW CIR	GREENACRES	18424427080010170
PORTER JOANN &	6135 RAINBOW CIR	GREENACRES	18424427080010180
PORTER JONATHAN	6135 RAINBOW CIR	GREENACRES	18424427080010180
UNGER ELEANOR	6137 RAINBOW CIR	GREENACRES	18424427080010190
ANDREWS RONALD A	6105 RAINBOW CT	GREENACRES	18424427080010200
COLE STEPHEN W &	6107 RAINBOW CT	GREENACRES	18424427080010210
COLE SUSAN	6107 RAINBOW CT	GREENACRES	18424427080010210
SPAGNA ANITA A	6109 RAINBOW CT	GREENACRES	18424427080010220
SPAGNA LOUIS V &	6109 RAINBOW CT	GREENACRES	18424427080010220
MIELI YVONNE	6111 RAINBOW CT	GREENACRES	18424427080010230
LA PLANTE CHANEL &	6113 RAINBOW CT	GREENACRES	18424427080010240
LA PLANTE LEOLA	6113 RAINBOW CT	GREENACRES	18424427080010240
YELLIN CAROLYN J	6115 RAINBOW CT	GREENACRES	18424427080010250
YELLIN LEON &	6115 RAINBOW CT	GREENACRES	18424427080010250
BIENZ CARL &	6112 RAINBOW CT	GREENACRES	18424427080010260
BIENZ NANCY	6112 RAINBOW CT	GREENACRES	18424427080010260
BLOOMFIELD ETHAN	6110 RAINBOW CT	GREENACRES	18424427080010270
PATTERSON PAM &	6110 RAINBOW CT	GREENACRES	18424427080010270

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SHAUKUN GLENN &  
MCCRACKEN STANLEY R6110 RAINBOW CT  
6108 RAINBOW CTGREENACRES  
GREENACRES18424427080010270  
18424427080010280

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Owner Name	Location	Municipality	Parcel Number
ZINAMAN DORIS	6302 SUMMER SKY LN	GREENACRES	18424427020000180
ZINAMAN DORIS TR	6302 SUMMER SKY LN	GREENACRES	18424427020000180
ZINAMAN JACK &	6302 SUMMER SKY LN	GREENACRES	18424427020000180
ZINAMAN JACK TR	6302 SUMMER SKY LN	GREENACRES	18424427020000180
PARSONS JACQUELINE E EST	6304 SUMMER SKY LN	GREENACRES	18424427020000190
TEITELBAUM RUTH	6306 SUMMER SKY LN	GREENACRES	18424427020000200
TEITELBAUM RUTH TR	6306 SUMMER SKY LN	GREENACRES	18424427020000200
TEITELBAUM SAUL &	6306 SUMMER SKY LN	GREENACRES	18424427020000200
TEITELBAUM SAUL TR	6306 SUMMER SKY LN	GREENACRES	18424427020000200
ROSE LILLIAN	6308 SUMMER SKY LN	GREENACRES	18424427020000210
ROSE LILLIAN TR	6308 SUMMER SKY LN	GREENACRES	18424427020000210
ROSE NORMAN W &	6308 SUMMER SKY LN	GREENACRES	18424427020000210
ROSE NORMAN W TR &	6308 SUMMER SKY LN	GREENACRES	18424427020000210
SHELTON CATHY	6310 SUMMER SKY LN	GREENACRES	18424427020000220
SHELTON LARRY &	6310 SUMMER SKY LN	GREENACRES	18424427020000220
SACKS VARDA R	6312 SUMMER SKY LN	GREENACRES	18424427020000230
NANNI ROBERT	6299 SUMMER SKY LN	GREENACRES	18424427020000780
CASTILOW SANDRA C EST	6297 SUMMER SKY LN	GREENACRES	18424427020000790
EQUITZ GERALD E	6295 SUMMER SKY LN	GREENACRES	18424427020000800
FOOSE ROBERT L JR &	6293 SUMMER SKY LN	GREENACRES	18424427020000810
FOOSE SHARON A	6293 SUMMER SKY LN	GREENACRES	18424427020000810
SISTO DANIEL &	6291 SUMMER SKY LN	GREENACRES	18424427020000820
SISTO DOROTHY E	6291 SUMMER SKY LN	GREENACRES	18424427020000820
SISTO FRANK J &	6291 SUMMER SKY LN	GREENACRES	18424427020000820
SISTO SUSAN E &	6291 SUMMER SKY LN	GREENACRES	18424427020000820
MEYERS BEATRICE	6289 SUMMER SKY LN	GREENACRES	18424427020000830
BROOKSHIRE JUDITH A	6287 SUMMER SKY LN	GREENACRES	18424427020000840
BROOKSHIRE RICHARD J &	6287 SUMMER SKY LN	GREENACRES	18424427020000840
EWING ADELE S	6301 SUMMER SKY LN	GREENACRES	18424427020000930
EWING QUINCY III &	6301 SUMMER SKY LN	GREENACRES	18424427020000930
PALOMBA ANNE TRUST	6303 SUMMER SKY LN	GREENACRES	18424427020000940
PALOMBA MATTHEW TRUST &	6303 SUMMER SKY LN	GREENACRES	18424427020000940
SELWYN DAVID	6305 SUMMER SKY LN	GREENACRES	18424427020000950
WOLETSKY ROSE &	6305 SUMMER SKY LN	GREENACRES	18424427020000950
MAVITY DAVID &	6307 SUMMER SKY LN	GREENACRES	18424427020000960
PUGLISI CATHY A	6307 SUMMER SKY LN	GREENACRES	18424427020000960
ARLENE R SCHLIPF	6309 SUMMER SKY LN	GREENACRES	18424427020000970
DEVEY BARBARA J &	6309 SUMMER SKY LN	GREENACRES	18424427020000970
CRAGER LOTTE	6311 SUMMER SKY LN	GREENACRES	18424427020000980
POWERS RUTH A	6300 SILVER MOON LN	GREENACRES	18424427020001320
CHARLES NATHANAEL	6301 SILVER MOON LN	GREENACRES	18424427020001330
ABELSON FRANKLIN H &	6303 SILVER MOON LN	GREENACRES	18424427020001340
LAMBERT CHRISTINE G	6303 SILVER MOON LN	GREENACRES	18424427020001340
STERLING ANNA F	6305 SILVER MOON LN	GREENACRES	18424427020001350
SAVINI DOMINIC	6307 SILVER MOON LN	GREENACRES	18424427020001360
SAVINI DOMINIC TR	6307 SILVER MOON LN	GREENACRES	18424427020001360
DEPALO ROBERT	6312 SILVER MOON LN	GREENACRES	18424427020001530
TRAINOR CAROLE A	6310 SILVER MOON LN	GREENACRES	18424427020001540
KATZMAN FLORENCE	6308 SILVER MOON LN	GREENACRES	18424427020001550

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KATZMAN JACK &  
KATZMAN JACK TR

6308 SILVER MOON LN  
6308 SILVER MOON LN

GREENACRES  
GREENACRES

18424427020001550  
18424427020001550

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Owner Name	Location	Municipality	Parcel Number
KATZMAN JACK TR	6308 SILVER MOON LN	GREENACRES	18424427020001550
WOLFE JOHN T JR	6306 SILVER MOON LN	GREENACRES	18424427020001560
STUFFER ADOLPH B	6304 SILVER MOON LN	GREENACRES	18424427020001570
STUFFER ADOLPH B TR	6304 SILVER MOON LN	GREENACRES	18424427020001570
CHUDY BEVERLY &	6302 SILVER MOON LN	GREENACRES	18424427020001580
CHUDY ROBERT E	6302 SILVER MOON LN	GREENACRES	18424427020001580
LUCERNE HOMES EAST HMOWNERS		GREENACRES	18424427020010000
LUCERNE HOMES EAST HOA INC	6314 SUMMER SKY LN	GREENACRES	18424427020020000

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Gary R. Nikolits, CFA  
**Property Appraiser**  
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**Property Information**

Location Address:  [View Map](#)

Municipality: **GREENACRES** [Calculate Portability](#)

Parcel Control Number: **18-42-44-27-02-001-0000** [2011 Proposed Tax Notice](#)

Subdivision: **LUCERNE HOMES EAST PL NO 1** [Reverse Side Help](#)

Official Records Book:  Page:  Sale Date:

Legal Description: **LUCERNE HOMES EAST PL NO 1 TRACT A K/A FIRE SKY DR**

**Owner Information**

Name: **LUCERNE HOMES EAST HMOWNERS** [All Owners](#)

Mailing Address: **ASSN INC  
6314 SUMMER SKY LN # B  
LAKE WORTH FL 33463 3815**

**Sales Information**

Sales Information Unavailable.

**Exemptions**

Exemption Information Unavailable.

**Appraisals**

Tax Year:	2011	2010	2009
Improvement Value:	\$0	\$0	\$0
Land Value:	\$0	\$0	\$0
Total Market Value:	\$0	\$0	\$0

Use Code: **9400- R/W - BUFFER**

All values are as of January 1<sup>st</sup> each year

**Property Information**  
 Number of Units: **0**  
 Acres: **0.89**

**Assessed and Taxable Values**

Tax Year:	2011	2010	2009
Assessed Value:	\$0	\$0	\$0
Exemption Amount:	\$0	\$0	\$0
Taxable Value:	\$0	\$0	\$0

[Structure Detail](#)

**Taxes**

Tax Year:	2011	2010	2009
Ad Valorem:	\$0	\$0	\$0
Non Ad Valorem:	\$0	\$0	\$0
Total Tax:	\$0	\$0	\$0

[Tax Calculator](#)  
[Details](#)

Tax Collector WebSite

NOTE: Lower the top and bottom margins to 0.25 on File->Page Setup menu option in the browser to print the detail on one page.

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**Gary R. Nikolits, CFA** **Appraiser's Public Access System**  
**Property Appraiser** **Palm Beach County**  
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**Property Information**

Location Address: View Map

Municipality: **GREENACRES** Calculate Portability

Parcel Control Number: **18-42-44-27-03-001-0000** 2011 Proposed Tax Notice

Subdivision: **LUCERNE HOMES EAST PL NO 2** Reverse Side Help

Official Records Book: Page: Sale Date:

Legal Description: **LUCERNE HOMES EAST PL NO 2 TRACT A**

---

**Owner Information** All Owners

Name: **LUCERNE HOMES EAST**

Mailing Address: **HOMEOWNERS ASSN INC**  
**6314 SUMMER SKY LN # B**  
**LAKE WORTH FL 33463 3815**

---

**Sales Information**

**Sales Information Unavailable.**

---

**Exemptions**

**Exemption Information Unavailable.**

---

**Appraisals**

Tax Year:	2011	2010	2009
Improvement Value:	\$0	\$0	\$0
Land Value:	\$0	\$0	\$0
Total Market Value:	\$0	\$0	\$0

Use Code: **9400- R/W - BUFFER**

**All values are as of January 1<sup>st</sup> each year**

**Property Information**

Number of Units: **0**

Acres: **0.14**

---

**Assessed and Taxable Values**

Tax Year:	2011	2010	2009
Assessed Value:	\$0	\$0	\$0
Exemption Amount:	\$0	\$0	\$0
Taxable Value:	\$0	\$0	\$0

Structure Detail

---

**Taxes**

Tax Year:	2011	2010	2009
Ad Valorem:	\$0	\$0	\$0
Non Ad Valorem:	\$0	\$0	\$0
Total Tax:	\$0	\$0	\$0

Tax Collector WebSite Tax Calculator Details

**NOTE: Lower the top and bottom margins to 0.25 on File->Page Setup menu option in the browser to print the detail on one page.**

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Gary R. Nikolits CFA Public Access System  
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---

**Property Information**

Location Address: View Map

Municipality: **GREENACRES** Calculate Portability

Parcel Control Number: **18-42-44-27-03-002-0000** 2011 Proposed Tax Notice

Subdivision: **LUCERNE HOMES EAST PL NO 2** Reverse Side Help

Official Records Book: **03746** Page: **1210** Sale Date: **Jun-1982**

Legal Description: **LUCERNE HOMES EAST PL NO 2 SWIM CLUB**

---

**Owner Information**

Name: **LUCERNE HOMES EAST** All Owners

Mailing Address: **6314 SUMMER SKY LN # B  
SWIM CLUB INC  
LAKE WORTH FL 33463 3815**

---

**Sales Information**

Sales Date	Book/Page	Price	Sale Type	Owner
Jun-1982	03746/1210	\$100	WARRANTY DEED	LUCERNE HOMES EAST

---

**Exemptions**

Exemption Information Unavailable.

---

**Appraisals**

Tax Year:	2011	2010	2009
Improvement Value:	\$0	\$0	\$0
Land Value:	\$0	\$0	\$0
Total Market Value:	\$0	\$0	\$0

Use Code: **9700- OUTDR REC/PARK LAND**

All values are as of January 1<sup>st</sup> each year

Property Information  
 Number of Units: **0**  
 Acres: **0.17**

---

**Assessed and Taxable Values**

Tax Year:	2011	2010	2009
Assessed Value:	\$0	\$0	\$0
Exemption Amount:	\$0	\$0	\$0
Taxable Value:	\$0	\$0	\$0

Structure Detail

---

**Taxes**

Tax Year:	2011	2010	2009
Ad Valorem:	\$0	\$0	\$0
Non Ad Valorem:	\$0	\$0	\$0
Total Tax:	\$0	\$0	\$0

Tax Collector WebSite

Tax Calculator  
 Details

NOTE: Lower the top and bottom margins to 0.25 on File->Page Setup menu option in the browser to print the detail on one page.

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**Property Appraiser** **Palm Beach County**  
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---

**Property Information**

Location Address: [View Map](#)

Municipality: **GREENACRES** [Calculate Portability](#)

Parcel Control Number: **18-42-44-27-04-002-0000** [2011 Proposed Tax Notice](#)

Subdivision: **LUCERNE HOMES EAST PLAT NO 3** [Reverse Side Help](#)

Official Records Book: \_\_\_\_\_ Page: \_\_\_\_\_ Sale Date: \_\_\_\_\_

Legal Description: **LUCERNE HOMES EAST PL NO 3 TR B**

---

**Owner Information**

Name: **LUCERNE HOMES EAST HOA INC** [All Owners](#)

Mailing Address: **6314 SUMMER SKY # B  
LAKE WORTH FL 33463 3815**

---

**Sales Information**

**Sales Information Unavailable.**

---

**Exemptions**

**Exemption Information Unavailable.**

---

**Appraisals**

Tax Year:	2011	2010	2009
Improvement Value:	\$0	\$0	\$0
Land Value:	\$0	\$0	\$0
Total Market Value:	\$0	\$0	\$0

Use Code: **9400- R/W - BUFFER**

**Property Information**  
 Number of Units: **0**  
 Acres: **0.14**

**All values are as of January 1<sup>st</sup> each year**

---

**Assessed and Taxable Values**

Tax Year:	2011	2010	2009
Assessed Value:	\$0	\$0	\$0
Exemption Amount:	\$0	\$0	\$0
Taxable Value:	\$0	\$0	\$0

[Structure Detail](#)

---

**Taxes**

Tax Year:	2011	2010	2009
Ad Valorem:	\$0	\$0	\$0
Non Ad Valorem:	\$0	\$0	\$0
Total Tax:	\$0	\$0	\$0

[Tax Calculator](#)  
[Details](#)

**Tax Collector WebSite**

NOTE: Lower the top and bottom margins to 0.25 on File->Page Setup menu option in the browser to print the detail on one page.

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Gary R. Nikollits, CFA <b>Property Appraiser</b>			
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Owner Name	Location	Municipality	Parcel Number
SABARESE SANDRA	6302 EMERALD SKY LN	GREENACRES	18424427050000010
SABARESE SANDRA TR	6302 EMERALD SKY LN	GREENACRES	18424427050000010
SABARESE WILLIAM &	6302 EMERALD SKY LN	GREENACRES	18424427050000010
SABARESE WILLIAM TR	6302 EMERALD SKY LN	GREENACRES	18424427050000010
ORIVE AMILCAR &	6304 EMERALD SKY LN	GREENACRES	18424427050000020
ORIVE SINESIA	6304 EMERALD SKY LN	GREENACRES	18424427050000020
SHOULTER JOHN	6306 EMERALD SKY LN	GREENACRES	18424427050000030
GRAY SHEILA	6308 EMERALD SKY LN	GREENACRES	18424427050000040
GRAY STEVEN &	6308 EMERALD SKY LN	GREENACRES	18424427050000040
POUZA OLGA &	6310 EMERALD SKY LN	GREENACRES	18424427050000050
SHERMAN HAYDEE	6310 EMERALD SKY LN	GREENACRES	18424427050000050
DAVIS MARY J	6312 EMERALD SKY LN	GREENACRES	18424427050000060
DIAZ MARY D	6314 EMERALD SKY LN	GREENACRES	18424427050000070
SISSSENWEIN ANGELA &	6314 EMERALD SKY LN	GREENACRES	18424427050000070
SISSSENWEIN DAVID M &	6314 EMERALD SKY LN	GREENACRES	18424427050000070
BABCOCK DAVID E	6316 EMERALD SKY LN	GREENACRES	18424427050000080
SCOTT CLAUDIA	6318 EMERALD SKY LN	GREENACRES	18424427050000090
SCOTT MARK &	6318 EMERALD SKY LN	GREENACRES	18424427050000090
CAMPBELL ANITA &	6315 EMERALD SKY LN	GREENACRES	18424427050000100
CAMPBELL PAUL L	6315 EMERALD SKY LN	GREENACRES	18424427050000100
KEPNES GERTRUDE S	6313 EMERALD SKY LN	GREENACRES	18424427050000110
LUTES FLORENCE L	6311 EMERALD SKY LN	GREENACRES	18424427050000120
LUTES FLORENCE LOUISE TR	6311 EMERALD SKY LN	GREENACRES	18424427050000120
BONNER CAROL A	6309 EMERALD SKY LN	GREENACRES	18424427050000130
TAUBE JOHN H &	6307 EMERALD SKY LN	GREENACRES	18424427050000140
TAUBE JOHN H TR	6307 EMERALD SKY LN	GREENACRES	18424427050000140
TAUBE MILDRED	6307 EMERALD SKY LN	GREENACRES	18424427050000140
TAUBE MILDRED TR	6307 EMERALD SKY LN	GREENACRES	18424427050000140
GATTI ELLEN	6305 EMERALD SKY LN	GREENACRES	18424427050000150
FEDERAL NATL MRTG ASSN	6303 EMERALD SKY LN	GREENACRES	18424427050000160
PLASENCIA MARIA	6301 EMERALD SKY LN	GREENACRES	18424427050000170
MATHERN ANNA A	6388 SUMMER SKY LN	GREENACRES	18424427050000590
PENA RAFAEL E	6390 SUMMER SKY LN	GREENACRES	18424427050000600
ZAJICEK DIANA KAY	6392 SUMMER SKY LN	GREENACRES	18424427050000610
ZAJICEK F ROBERT &	6392 SUMMER SKY LN	GREENACRES	18424427050000610
REGA FRANK	6394 SUMMER SKY LN	GREENACRES	18424427050000620
REGA FRANK TRUST	6394 SUMMER SKY LN	GREENACRES	18424427050000620
MORALES HELEN	6396 SUMMER SKY LN	GREENACRES	18424427050000630
TANZ JEFFREY	6398 SUMMER SKY LN	GREENACRES	18424427050000640
AITON JOY A	6400 SUMMER SKY LN	GREENACRES	18424427050000650
SERGE ALAN &	6395 SUMMER SKY LN	GREENACRES	18424427050000660
SERGE BARBARA	6395 SUMMER SKY LN	GREENACRES	18424427050000660
KEHLHOFER ANITA	6393 SUMMER SKY LN	GREENACRES	18424427050000670
KEHLHOFER ROBERT &	6393 SUMMER SKY LN	GREENACRES	18424427050000670
SEMON MILDRED M	6391 SUMMER SKY LN	GREENACRES	18424427050000680
SEMON MILDRED TR	6391 SUMMER SKY LN	GREENACRES	18424427050000680
LEWIS NINA J	6389 SUMMER SKY LN	GREENACRES	18424427050000690
LEWIS NINA J TR	6389 SUMMER SKY LN	GREENACRES	18424427050000690
VILLANUEVA ESTERVINA	6387 SUMMER SKY LN	GREENACRES	18424427050000700

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VILLANUEVA ESTERVINA TR  
VILLANUEVA ROY &

6387 SUMMER SKY LN  
6387 SUMMER SKY LN

GREENACRES  
GREENACRES

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18424427050000700

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Owner Name	Location	Municipality	Parcel Number
VILLANUEVA ROY &	6387 SUMMER SKY LN	GREENACRES	18424427050000700
VILLANUEVA ROY TR	6387 SUMMER SKY LN	GREENACRES	18424427050000700
MARINELLI JOSEPHINE	6285 SUMMER SKY LN	GREENACRES	18424427050000850
MARINELLI JOSEPHINE TR	6285 SUMMER SKY LN	GREENACRES	18424427050000850
DIRAFFAELE CHRISTINE	6397 SUMMER SKY LN	GREENACRES	18424427050000851
GREENBERG BONITA &	6286 SUMMER SKY LN	GREENACRES	18424427050000860
TACKEL IRA S &	6286 SUMMER SKY LN	GREENACRES	18424427050000860
WILANS CYNTHIA F	6286 SUMMER SKY LN	GREENACRES	18424427050000860
GATTI GLENN A &	6288 SUMMER SKY LN	GREENACRES	18424427050000870
GOLLINGER NORMA J	6288 SUMMER SKY LN	GREENACRES	18424427050000870
MICHAUD JAMES &	6290 SUMMER SKY LN	GREENACRES	18424427050000880
MICHAUD VIRGINIA L	6290 SUMMER SKY LN	GREENACRES	18424427050000880
MORAN MARIA	6292 SUMMER SKY LN	GREENACRES	18424427050000890
MORAN WALDO &	6292 SUMMER SKY LN	GREENACRES	18424427050000890
LAYMON DIANE L	6294 SUMMER SKY LN	GREENACRES	18424427050000900
LAYMON DIANE L TR	6294 SUMMER SKY LN	GREENACRES	18424427050000900
COLBERT FAMILY TRUST	6296 SUMMER SKY LN	GREENACRES	18424427050000910
KORNBERG IRA TR	6296 SUMMER SKY LN	GREENACRES	18424427050000910
DIPIETRO FRANCES	6298 SUMMER SKY LN	GREENACRES	18424427050000920
DIPIETRO FRANCES TR	6298 SUMMER SKY LN	GREENACRES	18424427050000920
DIPIETRO MARY A TR	6298 SUMMER SKY LN	GREENACRES	18424427050000920

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## LUCERNE HOMES EAST

HOMEOWNERS ASSOCIATION, INC.

6314 SUMMER SKY LANE

GREENACRES, FLORIDA 33463

(561) 968-7711 • FAX (561) 968-6324

[lucernehomeseast@comcast.net](mailto:lucernehomeseast@comcast.net)

### ARTICLE VII, GENERAL PROVISION

#### Section 1, Maintenance of Units

#### RULES AND REGULATIONS

The following Rules and Regulations are set forth to further explain and define, Article VII, General Provisions, Section 1, Maintenance of Units

#### MAINTENANCE OF UNITS:

- Lawns must be mowed and free of dead trees, branches, palm fronds, shrubs.
  - o *Suggested best practices is no less than 38 cuts per year.*
- Lawns and other landscape materials must be properly irrigated, effectively monitored and treated for turf and ornamental pests and disease, and fertilized as needed.
- Garden beds must be edged and free of weeds and grass.
- No underbrush or unsightly growth will be permitted.
- Dead trees and shrubs shall be removed by owner/their service provider.
  - o The City of Greenacres may require permits and/or have certain requirements in some cases. It is the *owner's responsibility* to check with the City and abide by the City requirements.
- House, exterior walls, curtain walls and doors must be free of stains, peeling paint and damage. Repairs and/or painting may be required.
- Driveways must be kept free of stains due to oil, grease, paint, mold, mildew and rust.
  - o Driveways must be sealed and repaired as needed. Special attention should be paid to resealing and repair asphalt driveways, pavers, and painted driveway surfaces.
- Lawn/landscape materials may not be stored in the front of or on the side portions of house/parcel for longer than two weeks after completion of landscape project.
  - o This includes but not limited to: Bags containing lawn/landscape materials and/or empty bags, mulch, soil, stones, and rocks, broken and/or empty plant containers.
- All lawn and other maintenance tools must be stored inside the homeowner's garage overnight.
  - o This includes and is not limited to: Ladders, shovels, rakes, mowers, edgers and weed eaters, rototillers, saws of any kind, mortar buckets, mortar boxes, all and any equipment used for household or parcel improvements/repairs.
  - o The exception only being when a household or parcel project is being done by a professional/licensed contractor performing exterior work that will not be completed in a single day, such as and not limited to, roofing, screening, windows, lawn removal/replacement, landscape improvements/redesign.
- Windows, door screens, and screened porches are to be repaired/replaced if torn or broken.

- Outdoor pole lights must be operable dusk to dawn. If in need of repair these repairs and/or replacements should be made in a timely manner.
  - o Architectural approval is needed for any modifications or removal of the outdoor pole lights located on the front portion of the lot.

**Note:** ARC (Architectural Review Committee) approval is required for modifications and/or additions to the exterior structure (house)/parcel. Such modifications/additions include but are not limited to painting or re-painting, patio/porches, windows/doors/garage door, pads/slabs/walkways, driveways, screening, roofing, fascia/trim (except for repair purposes only, and if not change of paint color is required), landscape modifications if affecting the front elevation of the lot and/or substantial change(s) to the sides and rear of the lot, additions/removal/change of irrigation well, refacing of house with material(s) other than the original structure (example – changing a brick façade to smooth stucco surface). In all cases of modifications/additions, the homeowner is responsible to obtain government/municipal permits, if applicable. Proof of permit is to be provided to the ARC prior to the start of the project.

The penalty for violation of the governing documents and rules and regulations of the Association, will subject the homeowner to arbitration and/or fines, in accordance with the governing documents of the Association.

**These Rules and Regulations, hereafter referred to as Maintenance of Units, will be effective and enforceable as of Month MARCH 1<sup>st</sup>, Year 2024**

**Approved by the Board of Directors on: FEBRUARY 6<sup>th</sup>, Year 2024**

**By a vote of the Board of Directors at which 7 members were present, 7  
Voted in Favor 0 Voted Against**

**Signed and confirmed by: David Babcock, President  
Board Officer Title**





**LUCERNE HOMES EAST**  
HOMEOWNERS ASSOCIATION, INC.  
6314 SUMMER SKY LANE  
GREENACRES, FLORIDA 33463

## **Rules and Regulations**

### **PAINT POLICY**

**Effective January 1, 2018**

The following Rules and Regulations are added to the governing documents of the Association. In accordance with the Declaration of Covenants, Conditions and Restrictions, Article VI. These rules are relevant to Article VI, Section 1, 2 and 3 in which the power and authority to approve or disapprove additions, changes or alterations to the exterior portion of the home/property located in Lucerne Homes East is given to an Architectural Committee.

Further, Article VI, Section 1 provides that such changes include but are not limited to the change in the color of paint. Section 1 further provides that all additions, changes or alterations are to be submitted for review by the Committee and any governmental body having jurisdiction over the matter. Section 3 provides a means and method of submitting such request for approval to the Association office, by mail or directly.

With such authorities provided for in the Declaration of Covenants, Conditions and Restrictions, the Board of Directors at a Board of Directors' Meeting held on November 7, 2017, at which a quorum of the Board was present, did vote in favor of Rules and Regulations concerning **paint colors**; the **process** by which an owner must submit request; the requirement that no house paint project may commence prior to **written approval** of the Architectural Committee; and the subsequent **enforcement** of these specific Rules and Regulations.

The Rules & Regulations concerning paint color may be referred to in the future as the Lucerne Homes East HOA "Paint Policy."

**PAINT COLORS:** No house/structure, house trim, garage or front door may be painted, except for touch up using same color as is currently on house, unless the owner has complied with the process of requesting approval to paint using a color/shade that is approved and has been entered into the "Paint Policy" as an approved color/shade. The approved paint colors are available to view by contacting the Architectural Committee Chairperson.

**PROCESS:** Any owner wishing to paint their house/structure, house trim, garage or front door Must comply with the following steps:

- Complete the Architectural Approval Request Form;
- Indicate on the form that the request is to paint the house . . . trim . . . garage door . . . and/or the front door;
- Provide a paint color chip, not smaller than 3 inches by 3 inches in size, of the desired colors;
- Submit the completed request to the Architectural Committee Chairperson, either in person or by dropping the request at the HOA office located at 6314 Summer Sky Lane.

**PROCESS:** Any owner wishing to paint their house/structure, house trim, garage or front door Must comply with the following steps:

- Complete the Architectural Approval Request Form;
- Indicate on the form that the request is to paint the house . . . trim . . . garage door . . . and/or the front door;
- Provide a paint color chip, not smaller than 3 inches by 3 inches in size, of the desired colors;
- Submit the completed request to the Architectural Committee Chairperson, either in person or by dropping the request at the HOA office located at 6314 Summer Sky Lane.
- The only colors that will be approved are those colors on the paint color charts of approved colors, including house body colors, trim colors and door colors. The paint charts are available to see by contacting the Architectural Committee Chairperson or the HOA office.

**WRITTEN APPROVAL OR DISAPPROVAL:** The process of review and decision making by the Architectural Committee regarding house painting, may be made within seven (7) to fourteen (14) days from the date of receipt of the completed Architectural Approval Request form.

- If the paint color(s) coincide with the paint color chart, written approval will be given.
- If the paint color(s) do Not coincide with the paint color chart, the request will be disapproved.
- If disapproved, the Architectural Committee may ask for further review by the Board of Directors for a final decision.

**ENFORCEMENT:** No painting may commence until the Architectural Committee has provided Written Approval to the home owner.

- If a home is painted without submitting request for approval, it will be considered a violation of the governing documents;
- If a home is painted with a color other than an approved color, the home owner will be required to repaint the house using an approved color;
- If a home is painted Before Written Approval has been provided, it will be considered a violation of the governing documents.

The penalty for a violation of the governing documents and rules and regulations of the Association, will subject the home owner to arbitration and/or fines, in accordance with the governing documents of the Association.

These Rules and Regulations, hereafter referred to as the Paint Policy, will be effective and enforceable as of January 1, 2018.

Approved by the Board of Directors on: November 7, 2017

By a vote of the Board of Directors, at which 6 members were present, 6 Voted in Favor. 0 Voted Against.

Signed and Confirmed by:

 PRESIDENT  
Board Officer Title



## **LUCERNE HOMES EAST**

HOMEOWNERS ASSOCIATION, INC.

6314 SUMMER SKY LANE

GREENACRES, FLORIDA 33463

(561) 968-7711 • FAX (561) 968-6324

[lucernehomeseast@comcast.net](mailto:lucernehomeseast@comcast.net)

### **Rules and Regulations for Usage of the LHE Facilities**

- 1- Requests to use facilities must be made six (6) weeks in advance of date needed, on or before the first Tuesday of the month.
- 2- The facilities should be considered an extension of your home and be cared for and used in the same manner.
- 3- The facilities are not available for Private Functions; all events in the facilities must open to all community owners and residents.
- 4- The facilities shall not be used for profit, or for political events.
- 5- Requests to use the facilities will be considered on a first come, first served basis.
- 6- The "Lucerne Homes East Facilities Usage Agreement" and "Waiver and Release of Liability" must be signed and submitted before any request to use the facilities will be granted. Submit forms to Entertainment Chairperson by placing them into the "LHE OFFICE MAIL DROP BOX".
- 7- ALL SCHEDULED AND CUSTOMARY ACTIVITIES FOR LUCERNE HOMES EAST ENTERTAINMENT COMMITTEE TAKE PRIORITY OVER OTHER REQUESTS TO USE THE FACILITIES.
- 8- Events calendar must be posted in the Lamp Post, and posted inside the clubhouse, location TBT, so that all community residents are aware of who's using the facilities.
- 9- Resident who has scheduled the facilities must remain on the premises of the facilities throughout the entire time of usage including clean up.
- 10- Resident requesting use of the facilities shall be responsible for cleanup of the entire area that they used, follow the "LHE Associations Cleanup Form".
- 11- The maximum number of attendances are 50 at the Clubhouse, and 22 at the Pool Area.
- 12- Time limit for usage four (4) hours for actual function. Six (6) hours total including setup and required cleaning.
- 13- Ending time: Clubhouse: 10 PM. Pool Area: Dusk
- 14- Because of the proximity to residences, loud or boisterous activity is prohibited. Activities shall not invade the privacy of the surrounding neighbors, all activities shall be conducted within the facility, and the rules and regulations applicable to the facility apply to everyone attending the function. The kitchen use is for warming of food only, all cooking has to be done outside of the facility. Guests of residents using the inside of the clubhouse shall not use the pool table, pool or tennis court unless specifically and separately approved in advance in writing by the Board or Entertainment Chairperson.
- 15- If any outside vendor, musician, entertainer, etc. is part of the function, they must provide a current "Certificate of Liability Insurance" evidencing \$1,000,000.00, naming the LHE Association additional insured, as well as proof of worker's compensation insurance.
- 16- All door exits must have a minimum of four (4) foot wide egress opening for safety exiting in case of an emergency.
- 17- All furniture must remain inside of the building.



18- Use of swimming pool area:

- 19a- Follow all posted Pool Rules. Pool wetted perimeter is 4ft away from water edge.
  - 19b- No furniture within the pool wetted perimeter.
  - 19c- No glass allowed within the entire enclosed pool area.
  - 19d- No food, beverages or alcohol within the pool wetted perimeter.
  - 19e- No toys of any kind in the water and around the pool area.
  - 19f- Cooking to be done on the grass area.
  - 19g- Return all tables and chairs from where they were found.
  - 19h- Return all umbrellas to the closed position and tied closed.
  - 19j- Remove all cooking items from the area when done.
  - 19k- No personal music playing is allowed in the pool area.
- 19- Conduct: LHEHOA and its representatives assume no responsibility for the orderly conduct of the event being run by an owner. LHEHOA further expressly assumes no responsibility for overseeing or otherwise supervising any consumption of alcohol beverages on the premises, even if permitted. The inside of the clubhouse is a non-smoking and a no pets facility.
- 20- Alcoholic Beverage Liability: The owner expressly agrees that said owner assumes all risks and is solely responsible for any damages, losses or claims resulting from the consumption of alcohol beverages on property and the owner expressly agrees to indemnify and save, its Board and all members harmless from any claims, including costs in connection with defense thereof resulting from the consumption of alcoholic beverages on the property in conjunction with this agreement.
- 21- Loss or Damages: The owner assumes personal responsibility for any loss, damage occurring to the property inside and outside of the facilities caused by or resulting from the event or any attendees at same. The owner assumes personal responsibility for any excess damage.
- 22- Decorations: No wall or ceiling decorations are permitted. No covering of windows and doors. The use of tape, staples, tacks or nails is prohibited. Only table and/or free-standing decorations may be used. The use of confetti is prohibited.
- 23- Parking Regulations: Parking will be permitted in designated parking areas only.

These **Rules and Regulations for LHE Facilities** will be effective as of:

Month December 1, Year 2024

Approved by the Board of Directors on: November 5, Year 2024

By a vote of Board of Directors at which 6 members we present, 6

Voted in Favor, 0 Voted Against

Signed and confirmed by: Daniel Balach, PRESIDENT  
Board Officer Title

## **RULES AND REGULATIONS**

### **GOLF CARTS**

**June 4, 2009**

#### **REVISION TO JUNE 1, 2006 RULES AND REGULATIONS REGARDING GOLF CARTS**

##### **Article I:**

**GOLF CARTS ARE PROHIBITED FROM ALL PRIVATE ROADS  
AND COMMON GROUNDS WITH IN LUCERNE HOMES EAST.**

##### **PENALTY:**

Any infraction of the above Rules and regulations, the Homeowner will receive a **WRITTEN WARNING**, explaining and documenting the infraction.

Should said Homeowner continue to use the golf cart **legal action will be taken to have that Homeowners golf cart removed permanently.**

Removal request would be based on the Homeowners continual refusal to follow the RULES AND REGULATIONS regarding golf cart use in Lucerne Homes East, common grounds and private roads.



**LUCERNE HOMES EAST**  
HOMEOWNERS ASSOCIATION, INC.  
6314 SUMMER SKY LANE  
GREENACRES, FLORIDA 33463  
(561) 968-7711 • FAX (561) 968-6324

## **RULES AND REGULATION**

### **ANIMAL RUNS**

**June 4, 2009**

#### **ARICLE II**

Section 16, Article IX of the Lucerne Homes East Declaration of Covenant, Conditions and Restrictions states, No swimming or wading pools, playground equipment, permanent barbeque pits, fences, hedges or obstructions between lots(rear, front or side) shall be placed, located or constructed upon any lot, except as installed by the Declarant. Also stated, this Declaration may not be amended to permit the construction of any fences, hedges or obstructions on any lot.

**This Rule and Regulation will include under obstructions, *any enclosed permanent or temporary, dog/cat or animal run, regardless of the construction or materials used.***

#### **PENALTY:**

Any infraction of the above Rules and Regulations, the homeowner will receive a written warning, explaining and documenting the infraction as well as a time frame for correction.

**Should said homeowner not correct this infraction, within the time frame given, immediate legal action will be taken.**



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RULES AND  
REGULATIONS

OVERNIGHT PARKING AT THE LUCERNE HOMES EAST CLUBHOUSE

EFFECTIVE MARCH 1, 2016 (Revised)

ARTICLE III

A) Overnight parking, for more than one night, WILL NOT be permitted at the Lucerne Homes East clubhouse parking lot, unless approval is received from three, (3) current members of the Board of Directors.

1. The three Board of Directors who issue the approval MUST HAVE THEIR NAMES POSTED ON EITHER THE WINDOW OR THE DASH OF THAT VEHICLE.
2. Approval is for only one vehicle, additional vehicles must receive individual approval.

EXAMPLE OF APPROVAL:

NAME OF RESIDENT: \_\_\_\_\_

ADDRESS OF RESIDENT: \_\_\_\_\_

TELEPHONE NUMBER OF RESIDENT: \_\_\_\_\_

APPROVED BY: \_\_\_\_\_

\_\_\_\_\_

B) The maximum allowable DAYS TO PARK will be 21 consecutive days during a calendar year, after approval.

**PENALTY:** ANY VEHICLE (S) PARKED WITHOUT APPROVAL WILL BE TOWED AT THE HOMEOWNERS, AND/OR OWNER'S EXPENSE. ENFORCEMENT OF THIS PENALTY MAY ONLY BE COMPLETED BY THE CURRENT PRESIDENT OR VICE PRESIDENT OF LUCERNE HOMES EAST HOMEOWNERS ASSOCIATION, INC.

Rules and Regulations/wd  
Parking Revised 3/1/2016



This instrument was prepared by:  
Alan Schwartzseid, Esq.  
KAYE BENDER REMBAUM, P.L.  
1200 Park Central Boulevard South Pompano  
Beach, Florida 33064

**CERTIFICATE OF RECORDING FOR AMENDMENTS TO  
CONSOLIDATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
LUCERNE HOMES EAST  
AND  
CONSOLIDATED BY-LAWS OF LUCERNE HOMES EAST HOMEOWNER'S ASSOCIATION, INC.  
AND  
AMENDMENTS TO ARTICLES OF INCORPORATION FOR LUCERNE HOMES EAST  
HOMEOWNER'S ASSOCIATION, INC.**

THIS CERTIFICATE OF RECORDING is executed by the undersigned officers of Lucerne Homes East Homeowner's Association, Inc. (the "Association") the corporation in charge of the operation and control of the Lucerne Homes East subdivision, located in Palm Beach County, Florida, according to the Consolidated Declaration of Covenants, Conditions and Restrictions for Lucerne Homes East recorded in the Public Records of Palm Beach County, Florida, in Official Records Book 3236, beginning at Page 1227. The undersigned hereby certify that the attached amendments were approved in accordance with the governing documents of the Association.

IN WITNESS WHEREOF, we have affixed our hands this 10 day of July, 2025, at Greenacres, Palm Beach County, Florida.

**WITNESS 1:**

By: [Signature]  
Name: JAMES L. ARRINGTON  
Address: 6355 SUMNER SKY LN  
GREENACRES, FL 33463

**LUCERNE HOMES EAST HOMEOWNER'S  
ASSOCIATION, INC.**

By: [Signature]  
David Babcock, its President

**WITNESS 2:**

By: [Signature]  
Name: Melissa Fries  
Address: 6395 SUMNER SKY LN  
GREENACRES FL 33463

By: [Signature]  
Nadine Perez, its Secretary

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☐ physical presence or online notarization, on this 10<sup>th</sup> day of July, 2025, by David Babcock, as President, and Nadine Perez, as Secretary, for Lucerne Homes East Homeowner's Association, Inc., a Florida not for profit corporation, on behalf of the corporation, who are personally known to me or have produced \_\_\_\_\_ as identification and did take an oath.

By: [Signature]  
Name: LAURA L. MATIAK  
Notary Public, State of Florida  
Commission Expires: 3/4/2026



Notary Seal

**AMENDMENTS TO  
CONSOLIDATED DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR LUCERNE HOMES EAST;  
AND CONSOLIDATED BY-LAWS  
FOR LUCERNE HOMES EAST HOMEOWNER'S ASSOCIATION, INC.**

(additions are indicated by underlining, deletions are indicated by ~~strike through~~, and omitted but unaltered provisions are indicated by ellipses)

***1. To clarify that section titles within the Declaration are solely included for ease of reference, changes to Article VII of the CONSOLIDATED DECLARATION OF COVENANT, CONDITIONS AND RESTRICTIONS OF LUCERNE HOMES EAST (the "Declaration") to add a new Section 10, are as follows:***

**ARTICLE VII  
GENERAL PROVISIONS**

...

Section 10. Section Headings. Section headings in this Declaration, and any of the other Governing Documents of the Association, are for convenience and not intended to be determinative of the content therein.

...

***2. To restrict signage on vehicles, and permit additional statutorily permitted flags to be displayed within the Community, changes to Article IX, Section 8 of the Declaration are as follows:***

**ARTICLE IX  
SPECIFIC RESTRICTIONS**

...

Section 8. Signs. No sign of any kind shall be displayed to the public view on any Lot, or ~~or vehicle~~, except signs displayed by construction companies while doing work on that house or lot. Also when selling your home one sign no larger than 24" X 18", a standard real estate sign, may be displayed from the interior, or on the front lawn mounted on a wire stand.

8.1 Any parcel owner may display a sign of reasonable size provided by a contractor for security services within 10 feet of any entrance to the home.

8.2 Any homeowner may display one portable, removable United States flag or official flag of the State of Florida in a respectful manner, not larger than 4 ½ feet by 6 feet, which represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, Space Force, or a

POW-MIA flag, or a First Responder flag, any homeowner may erect a freestanding flagpole no more than 20 feet high on any portion of the homeowner's property, regardless of any covenants, restrictions, bylaws, rules, or requirements of the association

...

**3. *To clarify which vehicles are Restricted and which are Permitted within the Community, changes to Article IX, Section 13 of the Declaration are as follows:***

ARTICLE IX  
SPECIFIC RESTRICTIONS

...

Section 13. Vehicles: Cars, SUV's, Vans, Pickup Truck, Commercial Trucks, Trailers and Boats.

- A. Restricted Vehicles or items. In order to maintain the high standards of the subdivision with respect to residential appearance, no trucks or commercial vehicles, boats, electric or petroleum powered motorcycles, mopeds, ~~and~~ motorbikes, house trailers, boat trailers or trailers of every other description, including campers or any vehicle registered RV or vans, (except as indicated below) shall be permitted to be parked or stored at any place on the Property except during periods of approved construction on said Lot (except that recreational vehicles may be on the Property for very brief periods, not to exceed seventy-two (72) consecutive hours or seventy two (72) total hours in any fourteen (14) day period, only for the purpose of loading or unloading), nor shall any motor vehicles be parked on any portion of the Property for the purpose of repairing or maintaining the same. If any such repair or maintenance is to be performed, it shall be done within garages.
- B. Unrestricted vehicles.
1. Theis prohibitions in this Section 13 shall not apply to passenger vehicles, cars, SUV's, and Vvans which fit in Unit garages so long as they have not been designed or modified for commercial or recreational vehicle use and are not so used and so long as they do not exceed in wheelbase 131 inches, in overall width 102 inches, or in doortop-to-ground dimension 80 inches. Unrestricted vehicles shall include:
  2. Electric bicycles, as defined in Section 316.20655, Florida Statutes (2024).
  3. Electric Scooters, as defined in Section 316.2128, Florida Statutes (2024).
  4. Pickup trucks which are not "commercial vehicles," as defined below and which are used primarily for personal activities, may be parked on the driveway of the vehicle owner's Lot only if the pickup trucks is: (a) of a size and configuration capable of being placed inside the garage with the garage door closed, and does not exceed in wheelbase 150 inches, in overall length 240 inches, in overall width 102 inches, or in door top-to-ground dimension of 80 inches; (b) is a manufacturer's "stock" vehicle (with no personal hardware or body modifications substantially altering the outward appearance of the vehicle); (c) has no vertical exhausts, aftermarket exhaust systems, vertical air intake, or dual wheels; and, (d) has no externally mounted equipment or devises (e.g., winches, plow blades, lifts, etc.) except as necessary to serve as an Association-approved reasonable accommodation of Association regulations for a person with a

handicap/disability. All cargo beds of approved pickup trucks must be covered by either a flat cover "tonneau" or bed "capper/topper" with windows on all sides, at all times when parked in the Community.

- C. Nor shall such prohibitions apply to the vehicles of temporary visitors, or to persons with disabilities who require special accommodations in order to live as independently as possible, each such latter instance to be reviewed by the Board of Directors for verification of special needs and for approval in accordance with applicable statutes, whether such vehicles fit in garages or not. Nor shall the prohibitions in this Section apply to the temporary parking of trucks and commercial vehicles for pick-up, delivery or other commercial services.

...

**4. *To reduce the number of regular meetings of the membership from two (2) to one (1), changes to Article III, Section 1 of the BY-LAWS OF LUCERNE HOMES EAST are as follows:***

### ARTICLE III MEETINGS AND VOTING

Section 1. MEMBERSHIP MEETINGS. There shall be ~~two (2)~~ one (1) regular meetings of the membership, held in December ~~and April~~. The December meeting shall be known as the Annual Meeting, and at said meeting Directors shall be elected.

...

**AMENDMENTS TO  
ARTICLES OF INCORPORATION  
FOR LUCERNE HOMES EAST HOMEOWNER'S ASSOCIATION, INC.**

(additions are indicated by underlining, deletions are indicated by ~~strike through~~, and omitted but unaltered provisions are indicated by ellipses)

***1. To clarify membership in the Association, changes to Article IV, of the ARTICLES OF INCORPORATION OF LUCERNE HOMES EAST HOMEOWNER'S ASSOCIATION, INC. (the "Articles") are as follows are as follows:***

**ARTICLE IV  
QUALIFICATION OF MEMBERS**

All Members of the Association must be owners of Lots within the Property and all such owners shall automatically become Members of the Association. ~~Those All Members who are entitled to use the Recreational Facilities. Shall be designated as Class "A" Members. All others shall be designated as Class "B" Members.~~

...

***2. To clarify suspension of voting rights and remove Class "B" membership language, changes to Article V, of the Articles are as follows:***

**ARTICLE V  
VOTING RIGHTS**

Each Lot shall be entitled to one vote regardless of the number of Owners of each Lot. The Association shall have the right to suspend the voting rights applicable to each Lot for any period during which any Assessment or other monies owed to the Association remains unpaid for more than 90 days. Class "~~B~~" Suspended Members may not vote on issues relating solely to the Recreational Facilities.

...

***3. To reduce the number of members of the Board of Directors from nine (9) to seven (7), changes to Article VI, of the Articles are as follows:***

**ARTICLE VI  
BOARD OF DIRECTORS**

The affairs of this Association shall be managed by a Board of ~~nine (9)~~ seven (7) Directors. They may be removed in the manner provided in the By-Laws.

...

***4. To remove the Class “A” membership language, changes to Article X, of the Articles are as follows:***

ARTICLE X  
DISSOLUTION

The Association may be dissolved in the manner provided by the Laws of the State of Florida. In the event of such dissolution or any other event involving the liquidation of any part of the Recreational Facilities, the proceeds of such liquidation shall be divided equally among all persons ~~then having the status of Class “A” Members.~~

...



## LUCERNE HOMES EAST

HOMEOWNERS ASSOCIATION, INC.

6314 SUMMER SKY LANE

GREENACRES, FLORIDA 33463

(561) 968-7711 • FAX (561) 968-6324

### **BASIC RULES FOR LUCERNE HOMES EAST**

1. AT LEAST **ONE FULL-TIME RESIDENT** IN THE HOME **MUST BE 55+ YEARS OF AGE**.
2. **NO ONE UNDER THE AGE OF 18** IS PERMITTED TO LIVE IN LHE.
3. YOU MUST UNDERSTAND AND AGREE TO ABIDE BY OUR DOCUMENTS.
4. EVERYONE LIVING HERE MUST BE INTERVIEWED AND APPROVED, AND HAVE PROOF OF THEIR AGE ON FILE. NO ONE ELSE MAY LIVE IN THE HOME.
5. EACH GUEST MAY VISIT A TOTAL OF 90 DAYS IN A CALENDAR YEAR, AND MUST BE ADVISED OF AND COMPLY WITH OUR DOCUMENTS AND RULES.
6. NO MORE THAN **TWO (2) PETS** PER HOUSEHOLD ARE ALLOWED. GREENACRES LEASH LAW IS IN EFFECT. PETS MUST BE CLEANED UP AFTER.
7. **NO DOG RUNS OR WOOD/SHRUBBERY/WIRE FENCES OF ANY KIND ARE ALLOWED.**
8. **NO SHEDS, GAZEBOS OR OTHER ROOFED STRUCTURES ARE ALLOWED.**
9. **NO COMMERCIAL TRUCKS, TRAILERS, BOATS, ELECTRIC or PROTOLEUM POWERED MOTORCYCLES, MOPEDS, MOTORBIKES, GOLF CARTS, OR ANY EXTRA-LARGE VEHICLES, PANEL VANS, OR ANY TYPE OF COMMERCIAL VEHICLES MAY BE HOUSED IN OR ON THE PROPERTY IN THE COMMUNITY.**
10. THE MAINTENANCE OF YOUR HOME AND PROPERTY IS YOUR RESPONSIBILITY. YOU ARE EXPECTED TO KEEP EVERYTHING CLEAN AND WELL MAINTAINED.
11. GARBAGE PAILS, RECYCLING BINS AND ANY REFUSE **MUST BE KEPT IN YOUR GARAGE**. PUT IT OUT THE NIGHT BEFORE OR THE MORNING OF THE SCHEDULED PICK-UP and RETURNED to the GARAGE AFTER PICK-UP.
12. **ARCHITECTURAL APPROVAL FORMS MUST BE FILED AND APPROVED FOR ALL CHANGES TO THE OUTSIDE OF YOUR HOME**. CHANGES INCLUDE PAINTING, WINDOWS, DOORS, AND ROOFS. PERMISSION IS REQUIRED FOR CHANGING THE SIZE OR SURFACE OF DRIVEWAYS. FOR SOME OF THESE CHANGES A PERMIT MAY ALSO BE REQUIRED BY THE CITY OF GREENACRES.
13. YOU MAY ONLY OWN ONE HOME IN LUCERNE HOMES EAST.
14. YOU MAY NOT RENT OR LEASE YOUR HOME FOR AT LEAST TWO YEARS FROM THE DATE OF PURCHASE. YOU MUST SEEK BOARD APPROVAL PRIOR TO RENTING. TENANTS MUST BE INTERVIEWED AND APPROVED BY THE BOARD. TENANT LEASES MUST BE APPROVED ANNUALLY BY THE BOARD. LEASES WILL NOT BE APPROVED FOR RENEWAL IF THE TENANT DOES NOT ABIDE BY OUR RULES.
15. THE RENTAL OF ROOMS IS NOT PERMITTED, AND TRANSIENT TENANTS ARE NOT ALLOWED TO LIVE HERE.
16. NO COMMERCIAL BUSINESS MAY BE CONDUCTED FROM THE HOME.
17. **MAINTENANCE FEES:** HOMEOWNERS PAY SEMI-ANNUAL FEES OF \$ 950.00, BILLED IN JANUARY AND IN JULY. THE TOTAL FOR THE YEAR IS \$ 1900.00. BASIC CABLE TV/INTERNET SERVICE IS INCLUDED.
18. MONTHLY BOARD MEETINGS ARE HELD ON THE FIRST TUESDAY OF EVERY MONTH AT 7:00 PM. THE **ANNUAL MEETING** IS HELD IN DECEMBER, AT SAID MEETING DIRECTORS SHALL BE ELECTED.
19. **ARBITRATION AND/OR LEGAL ACTION WILL BE TAKEN AGAINST ALL HOMEOWNERS WHO FAIL TO COMPLY WITH OUR DOCUMENTS.**

Buyer/Lessee/Resident: \_\_\_\_\_ Buyer/Lessee/Resident: \_\_\_\_\_  
(sign and date) (sign and date)

Interview Committee: \_\_\_\_\_  
(sign and date)



## LUCERNE HOMES EAST

HOMEOWNERS ASSOCIATION, INC.

6314 SUMMER SKY LANE

GREENACRES, FLORIDA 33463

(561) 968-7711 • FAX (561) 968-6324

### APPLICATION FOR INTERVIEW AND APPROVAL

- A CHECK FOR \$200.<sup>00</sup> MADE PAYABLE TO LHE HOA MUST ACCOMPANY THIS APPLICATION;<sup>1</sup>
- A COPY OF THE SALES CONTRACT OR LEASE MUST ACCOMPANY THIS APPLICATION.
- EVERYONE INTENDING TO LIVE IN THIS HOME MUST BE LISTED ON THIS APPLICATION; ATTEND THE INTERVIEW; AND BE APPROVED.
- A COLOR COPY OF DRIVERS LICENSE OR PASSPORT MUST BE SUBMITTED WITH THIS FORM.

PROPERTY ADDRESS: \_\_\_\_\_ DATE: \_\_\_\_\_

APPLICANTS' FULL NAME(S): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CURRENT ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

HOW LONG HAVE YOU LIVED AT THIS ADDRESS: \_\_\_\_\_ YRS.

PHONE NUMBERS: \_\_\_\_\_

PHONE NUMBER TO BE PUBLISHED IN DIRECTORY: \_\_\_\_\_

EMAIL ADDRESS:

• TO RECEIVE NOTICES & COMMUNICATIONS: \_\_\_\_\_

• TO BE PUBLISHED IN DIRECTORY: \_\_\_\_\_

EMERGENCY CONTACT NAME: \_\_\_\_\_

PHONE: \_\_\_\_\_ RELATIONSHIP: \_\_\_\_\_

EMERGENCY CONTACT NAME: \_\_\_\_\_

PHONE: \_\_\_\_\_ RELATIONSHIP: \_\_\_\_\_

<sup>1</sup> If an occupant is added to the household after move-in, they must be interviewed and must comply with all of the same requirements of the application and interview, including a check in the amount of \$150.<sup>00</sup>.



## **VEHICLE INFORMATION**

See Association's Documents and Rules & Regulations for complete list of prohibited vehicles.

MAKE & MODEL: \_\_\_\_\_ YEAR: \_\_\_\_\_

COLOR: \_\_\_\_\_ PLATE #: \_\_\_\_\_ STATE: \_\_\_\_\_

MAKE & MODEL: \_\_\_\_\_ YEAR: \_\_\_\_\_

COLOR: \_\_\_\_\_ PLATE #: \_\_\_\_\_ STATE: \_\_\_\_\_

MAKE & MODEL: \_\_\_\_\_ YEAR: \_\_\_\_\_

COLOR: \_\_\_\_\_ PLATE #: \_\_\_\_\_ STATE: \_\_\_\_\_

- I (WE) HEREBY WAIVE ANY PRIVILEGES I (WE) MAY HAVE WITH RESPECT TO THE SAID INFORMATION IN REFERENCE TO ITS RELEASE TO LUCERNE HOMES EAST HOMEOWNER ASSOCIATION.
- APPLICANT(S) AGREE(S) NOT TO OCCUPY, OR STORE ANY POSSESSIONS IN ANY PART OF THE UNIT OR ANY PART OF THE COMMON AREAS BEFORE THIS APPLICATION IS APPROVED AND THE CLOSING HAS TAKEN PLACE.
- APPLICANT(S) CERTIFY THAT THEY HAVE **RECEIVED AND READ** THE L.H.E. DOCUMENTS, INCLUDING THE DECLARATION OF COVENANTS & RESTRICTIONS, BY-LAWS AND RULES & REGULATIONS.

I(WE) UNDERSTAND AND AGREE TO ABIDE BY SAID DOCUMENTS.

SIGNATURE OF EACH APPLICANT AND DATE SIGNED:

_____	DATE: _____
_____	DATE: _____
_____	DATE: _____
_____	DATE: _____

**INTERVIEWS WILL BE SCHEDULED WITHIN 14 DAYS OF RECEIPT OF COMPLETED APPLICATION AND ALL OTHER REQUIRED PAPERWORK. BUYER TO CONTACT LHE TO SCHEDULE INTERVIEW.**

**LUCERNE HOMES EAST HOMEOWNERS' ASSOCIATION, INC.**  
**PHONE: 561-968-7711      FAX: 561-968-6324**

Feb 2024 Updated



## LUCERNE HOMES EAST

HOMEOWNERS ASSOCIATION, INC.

6314 SUMMER SKY LANE

GREENACRES, FLORIDA 33463

(561) 968-7711 • FAX (561) 968-6324

### **AGE REQUIREMENT ACKNOWLEDGEMENT**

**THIS STATEMENT ACKNOWLEDGES THAT OWNER / RENTER UNDERSTANDS THE REQUIREMENT THAT A RESIDENCE SHALL NOT BE OCCUPIED UNLESS AT LEAST ONE FULL TIME RESIDENT IS AGE 55 (FIFTY-FIVE) OR OLDER.**

The undersigned acknowledge that Article X, Section 11.2 of the Declaration of Covenants and Restrictions of the Lucerne Homes East Homeowners' Association, Inc. provides that after a residence is sold, leased or transferred, it shall not be occupied unless at least one (1) occupant (Owner or Renter), is age 55 or older. The undersigned agrees to abide by this requirement.

**A PHOTOCOPY OF A DRIVER'S LICENSE OR BIRTH CERTIFICATE, OR ANY PHOTO I.D., PROVING AGE MUST BE PROVIDED AT INTERVIEW.**

I (We), understand that if for any reason whatsoever, the resident who is 55 years of age or older, moves out, or never moves in as a full time resident, the remaining resident(s) will be legally bound to vacate the premises.

I (We), also understand that under no circumstances, will any child or children under the age of 18 be allowed to reside in Lucerne Homes East at any time. Only the owners or renters listed below may reside in the residence.

**ADDRESS OF PROPERTY:** \_\_\_\_\_

\_\_\_\_\_  
**OWNER / RENTER /RESIDENT**

\_\_\_\_\_  
**OWNER / RENTER / RESIDENT**

\_\_\_\_\_  
**OWNER / RENTER /RESIDENT**

\_\_\_\_\_  
**OWNER / RENTER / RESIDENT**

\_\_\_\_\_  
**OWNER OR AGENT FOR OWNER**

DATE \_\_\_\_\_

\_\_\_\_\_  
**Chair, Interview Committee, LHE, HOA**

DATE \_\_\_\_\_



## LUCERNE HOMES EAST

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(561) 968-7711 • FAX (561) 968-6324

### **REGISTRATION / PROOF OF AGE FORM / CENSUS**

PROPERTY ADDRESS: \_\_\_\_\_

PHONE NUMBER(S): \_\_\_\_\_ IN DIRECTORY? ☐ Yes ☐ No

EMAIL ADDRESS(S): \_\_\_\_\_ IN DIRECTORY? ☐ Yes ☐ No

ALTERNATIVE ADDRESS: \_\_\_\_\_

**EVERYONE LIVING AT THIS ADDRESS MUST BE REGISTERED AND PROOF OF THEIR AGE IS REQUIRED. COLOR COPIES OF DRIVER'S LICENSES OR PASSPORTS MUST BE SUBMITTED WITH THIS FORM. (ALL DRIVERS LICENSE AND PASSPORT COPIES CAN BE ON SAME PAGE.)**

FULL NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_  
AGE: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_ OWNER ☐ RESIDENT ☐ BOTH ☐

FULL NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_  
AGE: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_ OWNER ☐ RESIDENT ☐ BOTH ☐

FULL NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_  
AGE: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_ OWNER ☐ RESIDENT ☐ BOTH ☐

FULL NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_  
AGE: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_ OWNER ☐ RESIDENT ☐ BOTH ☐

### **VEHICLES:**

MAKE & MODEL: \_\_\_\_\_ YEAR: \_\_\_\_\_

COLOR: \_\_\_\_\_ PLATE #: \_\_\_\_\_ STATE: \_\_\_\_\_

MAKE & MODEL: \_\_\_\_\_ YEAR: \_\_\_\_\_

COLOR: \_\_\_\_\_ PLATE #: \_\_\_\_\_ STATE: \_\_\_\_\_

MAKE & MODEL: \_\_\_\_\_ YEAR: \_\_\_\_\_

COLOR: \_\_\_\_\_ PLATE #: \_\_\_\_\_ STATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

INTERVIEW COMMITTEE, FO THE BOARD OF DIRECTORS

Updated 2024



## **LUCERNE HOMES EAST**

HOMEOWNERS ASSOCIATION, INC.

6314 SUMMER SKY LANE

GREENACRES, FLORIDA 33463

(561) 968-7711 • FAX (561) 968-6324

### **BASIC RULES FOR LUCERNE HOMES EAST**

1. **AT LEAST ONE FULL-TIME RESIDENT IN THE HOME MUST BE 55+ YEARS OF AGE.**
2. **NO ONE UNDER THE AGE OF 18 IS PERMITTED TO LIVE IN LHE.**
3. **YOU MUST UNDERSTAND AND AGREE TO ABIDE BY OUR DOCUMENTS.**
4. **EVERYONE LIVING HERE MUST BE INTERVIEWED AND APPROVED, AND HAVE PROOF OF THEIR AGE ON FILE. NO ONE ELSE MAY LIVE IN THE HOME.**
5. **EACH GUEST MAY VISIT A TOTAL OF 90 DAYS IN A CALENDAR YEAR, AND MUST BE ADVISED OF AND COMPLY WITH OUR DOCUMENTS AND RULES.**
6. **NO MORE THAN TWO (2) PETS PER HOUSEHOLD ARE ALLOWED. GREENACRES LEASH LAW IS IN EFFECT. PETS MUST BE CLEANED UP AFTER.**
7. **NO DOG RUNS OR WOOD/SHRUBBERY/WIRE FENCES OF ANY KIND ARE ALLOWED.**
8. **NO SHEDS, GAZEBOS OR OTHER ROOFED STRUCTURES ARE ALLOWED.**
9. **NO COMMERCIAL TRUCKS, TRAILERS, BOATS, ELECTRIC or PROTOLEUM POWERED MOTORCYCLES, MOPEDS, MOTORBIKES, GOLF CARTS, OR ANY EXTRA-LARGE VEHICLES, PANEL VANS, OR ANY TYPE OF COMMERCIAL VEHICLES MAY BE HOUSED IN OR ON THE PROPERTY IN THE COMMUNITY.**
10. **THE MAINTENANCE OF YOUR HOME AND PROPERTY IS YOUR RESPONSIBILITY. YOU ARE EXPECTED TO KEEP EVERYTHING CLEAN AND WELL MAINTAINED.**
11. **GARBAGE PAILS, RECYCLING BINS AND ANY REFUSE MUST BE KEPT IN YOUR GARAGE. PUT IT OUT THE NIGHT BEFORE OR THE MORNING OF THE SCHEDULED PICK-UP and RETURNED to the GARAGE AFTER PICK-UP.**
12. **ARCHITECTURAL APPROVAL FORMS MUST BE FILED AND APPROVED FOR ALL CHANGES TO THE OUTSIDE OF YOUR HOME. CHANGES INCLUDE PAINTING, WINDOWS, DOORS, AND ROOFS. PERMISSION IS REQUIRED FOR CHANGING THE SIZE OR SURFACE OF DRIVEWAYS. FOR SOME OF THESE CHANGES A PERMIT MAY ALSO BE REQUIRED BY THE CITY OF GREENACRES.**
13. **YOU MAY ONLY OWN ONE HOME IN LUCERNE HOMES EAST.**
14. **YOU MAY NOT RENT OR LEASE YOUR HOME FOR AT LEAST TWO YEARS FROM THE DATE OF PURCHASE. YOU MUST SEEK BOARD APPROVAL PRIOR TO RENTING. TENANTS MUST BE INTERVIEWED AND APPROVED BY THE BOARD. TENANT LEASES MUST BE APPROVED ANNUALLY BY THE BOARD. LEASES WILL NOT BE APPROVED FOR RENEWAL IF THE TENANT DOES NOT ABIDE BY OUR RULES.**
15. **THE RENTAL OF ROOMS IS NOT PERMITTED, AND TRANSIENT TENANTS ARE NOT ALLOWED TO LIVE HERE.**
16. **NO COMMERCIAL BUSINESS MAY BE CONDUCTED FROM THE HOME.**
17. **MAINTENANCE FEES: HOMEOWNERS PAY SEMI-ANNUAL FEES OF \$ 950.00, BILLED IN JANUARY AND IN JULY. THE TOTAL FOR THE YEAR IS \$ 1900.00. BASIC CABLE TV/INTERNET SERVICE IS INCLUDED.**
18. **MONTHLY BOARD MEETINGS ARE HELD ON THE FIRST TUESDAY OF EVERY MONTH AT 7:00 PM. THE ANNUAL MEETING IS HELD IN DECEMBER, AT SAID MEETING DIRECTORS SHALL BE ELECTED.**
19. **ARBITRATION AND/OR LEGAL ACTION WILL BE TAKEN AGAINST ALL HOMEOWNERS WHO FAIL TO COMPLY WITH OUR DOCUMENTS.**

Buyer/Lessee/Resident: \_\_\_\_\_ Buyer/Lessee/Resident: \_\_\_\_\_  
(sign and date) (sign and date)

Interview Committee: \_\_\_\_\_  
(sign and date)