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OR BK 29735 PG 1385
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Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1385 - 1388 (4pgs)

Prepared by and Return To:
Andrew P. Speranzini, Esquire
Randall K. Roger & Associates, P.A.
621 NW 53rd Street, Suite 300
Boca Raton, Florida 33487

**CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF COVENANTS AND RESTRICTIONS
FOR TOWN VILLAS AT MOON LAKE**

WE HEREBY CERTIFY that the attached amendments to the Declaration of Covenants and Restrictions for Town Villas at Moon Lake ("Declaration"), as recorded in Official Records Book 4926, Page 261, in the Public Records of Palm Beach County, Florida, were duly adopted in the manner provided in Article XI of the Declaration.

IN WITNESS WHEREOF, we affixed our hands this ___ day of March, 2018, in Palm Beach County, Florida.

Executed in the presence of (as to both signatures):

Joan Raccuglia
Signature of Witness

JOAN RACCUGLIA
Printed Name of Witness

Lois Stein
Signature of Witness

LOIS STEIN
Printed Name of Witness

By: [Signature]
John Scull, President

By: [Signature]
Marsha Leopold, Secretary

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

On this 12 day of March, 2018, personally appeared John Scull and Marsha Leopold, the President and Secretary, respectively, of Town Villas at Moon Lake Homeowners Association, Inc., who are personally known to me or who produced his/her driver's license as identification, and acknowledged that he/she executed the foregoing Certificate of Amendment for the purpose therein expressed.

[Signature]
WITNESSETH my hand and seal this day and year last above written.

NOTARY PUBLIC
My Commission Expires:



AMENDMENTS TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR TOWN VILLAS AT MOON LAKE

**(additions indicated by underlining, deletions by "----" and
unaffected language by "...")**

1. Amendment to Article V, Section 5.2 of the Declaration, as follows:

ARTICLE V
Use Restrictions

* * *

Section 5.2 Vehicles and Parking. Any Owner that takes title to a Lot after the effective date of this amendment shall not park, have or keep anywhere on Owner's Lot or elsewhere on the Properties more than two (2) vehicles per Lot. No commercial vehicles, trucks, panel vans or oversized vehicles shall be parked overnight in any Owner's driveway or on any portion of any Lot. A truck or commercial vehicle shall be defined to include trucks and vehicles with affixed commercial equipment or other vehicles which shall be used or which are ordinarily intended to be used for a commercial purpose. Such exclusion shall be further defined, but not limited to, any motor vehicle bearing commercial lettering, logo, or commercially identifiable coloring, related to the marketing or advertising of any business on any portion of the vehicle (as distinguished from factory installed lettering), or any vehicle, motorized or otherwise, clearly designed for a purpose other than the transportation of persons, including but not limited to pick-up trucks, modified automobiles or trucks or conversion flatbed automobiles containing materials regularly used in trade or business visible from outside the vehicle. Such materials may include, but need not be limited to, ladders, scaffolding, mechanical or trade tools, supplies, or any other such materials which would represent commercial activity as the Board may determine in its sole discretion. Owners, to the extent possible, shall first park all vehicles in the Owner's garage, and shall only use the Owner's driveway for the parking of excess vehicles that do not fit into the Owner's garage. The Board of Directors shall have the authority to adopt by Rule further criteria regarding the definition of trucks or commercial vehicles or restrictions related to vehicles and/or parking. Additionally, the Association shall have the right and authority to have any vehicle that is parked in violation of this restriction, or any restriction found in the Association's rules and regulations (whether due to the vehicle itself being prohibited or the vehicle being parked impermissibly), towed away at the owner's sole cost and expense, regardless of where the vehicle is located, and the Association shall not be held responsible for any liability or trespass in connection with such towing.

2. Amendment to Article IX, Section 9.1(b) of the Declaration, as follows:

ARTICLE IX
Sale and Leasing of Lots

Section 9.1 Approval of Sale or Lease or other transfer of title. No Owner may dispose of a Lot or any interest therein by sale or by lease or in any other manner (whether by gift, devise, bequest, inheritance, etc.) without written approval of the Board of Directors of the Association, except as elsewhere provided herein, which approval shall be obtained in the manner hereinafter provided.

(a) Notice to Association. An Owner intending to make a sale or lease or other transfer of title of his Lot or any home located thereon or any interest therein shall give written notice to the Association of such intention, together with the name and address and contact information of the intended purchaser or lessee or transferee, such other information as the Association reasonably may require and the terms of the proposed transaction (to include without limitation a copy of the fully executed sales contract and/or lease or other instrument of conveyance). The Board of Directors may require the proposed purchaser or lessee or transferee to undergo a personal interview with the Board or with an appropriate committee. The notice required shall be in the form of an Application for Purchase or Lease (or transfer) as may be proscribed by the Association, which application may include without limitation bank and personal references.

(b) Election of Association. Within thirty (30) days after receipt of such notice and all required information, payment of the transfer fee specified below, and completion of any personal interview required or requested by Association, the Board of Directors of the Association shall either approve or disapprove of the transaction. The approval of the Board of Directors of the Association of any sale or other transfer of title shall be in recordable form, signed by any two members of the Board, and shall be delivered to the purchaser/transferee. The failure of the Association to act within thirty (30) days shall be deemed to constitute approval, following which the Association nevertheless shall prepare and deliver written approval in recordable form, as aforesaid. The Board of Directors may disapprove the transaction in the event there are reasonable grounds to do so, including but not limited to, the purchaser or lessee or transferee or members of their families who intend to occupy the Lot are not of good moral character, or that their occupancy will be in violation of certain provisions of the Declaration, Bylaws or Rules and Regulations, as amended from time to time, or that the purchaser or lessee or transferee does not appear to have the financial ability to maintain the ordinary carrying charges of the Lot or the tenancy (subject to any specific criteria that may be adopted by Board rule from time to time, including without limitation a minimum credit score, and which will require for all sales, as a minimum requirement, that any purchaser will, at the conclusion of such purchase, have at least twenty percent (20%) equity in the Lot (with such calculation being based on the purchase price), which minimum threshold

equity shall not be reduced in any manner thereafter, including without limitation by any refinance, home equity loan or placement of a second mortgage or other lien or encumbrance on such Lot, without the Association's prior written consent), or that the seller or lessor or transferor is delinquent in paying any monetary obligation to the Association, or that the unit may be occupied by a total number of persons so as to make the occupancy thereof either illegal or inappropriate under present housing standards as reflected by either municipal ordinance or Association rule, or for purposes other than those for which the unit was customarily intended and used, or that approval of the transaction may interfere with the quiet enjoyment of other units, or the common facilities, taking into consideration the current standards of the community, or the proposed purchaser or lessee or transferee has a history of disruptive conduct or violating the governing documents in this community or in any other community, or for any other reasonable grounds determined by the Board of Directors in its sole and absolute discretion. If the Board of Directors disapproves any proposed sale or lease or transfer, the Board shall notify the Owner of the Board's disapproval (with no obligation to provide the reasons therefore), and the sale or lease or transfer shall not be made. Any attempt by an Owner to sell or lease or transfer a Lot or any home located thereon in violation of the terms specified in this Declaration shall be a breach of this Declaration and shall be wholly null and void, and shall confer no title or interest whatsoever upon the intended purchaser or lessee or transferee.

* * *



CFN 20160080411
OR BK 28150 PG 0585
RECORDED 03/08/2016 16:16:45
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0585 - 590; (6pgs)

Prepared by and Return To:
Andrew P. Speranzini, Esquire
Randall K. Roger & Associates, P.A.
621 NW 53rd Street, Suite 300
Boca Raton, Florida 33487

**CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF COVENANTS AND RESTRICTIONS
FOR TOWN VILLAS AT MOON LAKE**

WE HEREBY CERTIFY that the attached amendments to the Declaration of Covenants and Restrictions for Town Villas at Moon Lake ("Declaration"), as recorded in Official Records Book 4926, Page 261, in the Public Records of Palm Beach County, Florida, were duly adopted in the manner provided in Article XI of the Declaration.

IN WITNESS WHEREOF, we affixed our hands this 1 day of March, 2016, in Palm Beach County, Florida.

Executed in the presence of (as to both signatures):

Dorothy O'Dea
Signature of Witness
DOROTHY O'DEA
Printed Name of Witness

By: *Alexander DiMatteo*
Alexander DiMatteo, President

Joan Racuglia
Signature of Witness
JOAN RACUGLIA
Printed Name of Witness

By: *Marsha Leopold*
Marsha Leopold, Secretary

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

On this 1 day of March, 2016, personally appeared Alexander DiMatteo and Marsha Leopold, the President and Secretary, respectively, of Town Villas at Moon Lake Homeowners Association, Inc., who are personally known to me or who produced his/her driver's license as identification, and acknowledged that he/she executed the foregoing Certificate of Amendment for the purpose therein expressed.

WITNESSETH my hand and seal this day and year last above written.
Lori Schmidt
NOTARY PUBLIC
My Commission Expires:



AMENDMENTS TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR TOWN VILLAS AT MOON LAKE

(additions indicated by underlining, deletions by "----" and
unaffected language by "...")

1. Amendments to Article V, Section 5.4 of the Declaration, as follows:

ARTICLE V
Use Restrictions

* * *

Section 5.4 Sale or Leasing of Lots/Ownership of Lots. No Owner may sell or lease the Owner's home or Lot, or otherwise transfer title of the Lot in any manner (whether by gift, devise, bequest, inheritance, or in any other manner), unless such sale or lease or transfer of title is approved in writing by the Board of Directors, as provided in Article IX of this Declaration. No individual rooms may be rented and no transient tenants may be accommodated; only the entire Lot and/or home may be rented. Owners shall comply with the additional sale and leasing restrictions found in Article IX of this Declaration. No Owner, whether an individual or an entity, may own more than one Lot in the Town Villas at Moon Lake Community. For the purpose of determining whether the same person or entity holds an ownership interest in more than one Lot, any person and/or entity that owns a controlling interest in an entity, or is a partner, manager, managing member, or other principal of an entity shall be deemed to be an owner of such entity.

2. Amendments to Article IX of the Declaration, as follows:

ARTICLE IX
Sale and Leasing of Lots

Section 9.1 Approval of Sale or Lease or other transfer of title. No Owner may dispose of a Lot or any interest therein by sale or by lease or in any other manner (whether by gift, devise, bequest, inheritance, etc.) without written approval of the Board of Directors of the Association, except as elsewhere provided herein, which approval shall be obtained in the manner hereinafter provided.

(a) Notice to Association. An Owner intending to make a sale or lease or other transfer of title of his Lot or any home located thereon, or any interest therein shall give written notice to the Association of such intention, together with the name and address and contact information of the intended purchaser or lessee or transferee, such other information as the Association reasonably may require and the terms of the proposed transaction (to include without limitation a copy of the fully executed sales contract and/or lease or other instrument of conveyance). The Board of Directors may require the proposed

purchaser or lessee or transferee to undergo a personal interview with the Board or with an appropriate committee. The notice required shall be in the form of an Application for Purchase or Lease (or transfer) as may be proscribed by the Association, which application may include without limitation bank and personal references.

(b) Election of Association. Within thirty (30) days after receipt of such notice and all required information, payment of the transfer fee specified below, and completion of any personal interview required or requested by Association,

may determine from time to time by Board rule (but in no event less than the reasonable cost of obtaining a credit report and criminal background check), which sum shall cover the cost of investigation and necessary legal work to transfer membership in the Association, or an interest in a Lot pursuant to a lease.

Section 9.2 Leasing. No Owner may lease his or her Lot or any home located thereon for a period of twenty-four (24) eighteen (18) months from the date of recording of the instrument conveying title to the Owner or the date of the recording of the Certificate of Approval of ownership, whichever is later. If a Lot is conveyed with a tenant in possession, such tenant may, at the Board's sole and absolute discretion, remain in possession until the expiration of the existing lease, but the lease shall not be renewed or extended. If the tenant is allowed to remain, the 24-month 48-month lease moratorium shall commence upon the later of the expiration or termination of such existing lease term or the tenant's vacation of the leased premises, and the subject Owner shall not thereafter lease the Lot or any home located thereon for twenty-four (24) eighteen (18) months from such date. The term of any lease may not be less than six (6) consecutive months plus one day or more than twelve (12) consecutive months, and no Lot may be leased more than once in any given 12-month period (with such 12-month period being measured from the date of commencement of any lease). No lease shall be extended beyond the initial lease period without the Owner first obtaining the written approval of the Board and any such extension(s) shall be for maximum periods of one (1) year. The Board shall require the Owner seeking such approval to furnish Notice as provided above. The lease shall include a provision (or, if it does not, shall be deemed to provide) that the lessee agrees to abide by and comply with all of the terms and restrictions of the Declaration and rules and regulations of the Association and shall provide that the Association shall have authority, but not the obligation, to act as the Owner's or lessor's agent in enforcing any compliance with either the terms of the lease or the rules and regulations of the Association. In the event the sole Owner of a Lot is married, and residing in the home located on said Lot with his/her spouse, if the owning spouse dies, the remaining spouse is exempted from the 24-month 48-month ownership requirement. Any Owner wishing to lease his Lot or any home located thereon shall pay a security deposit to Association, in the maximum amount permitted by law (and if there is no applicable law, then in an amount equal to one (1) month's rent, or such other amount determined by the Board from time to time by Board rule, but in no event less than \$500.00 or such other amount determined by Board rule from time to time). The Owner and tenant shall be jointly and severally liable to the Association for any sum which may be required to be paid by the Association to repair damage to the common elements or to Association Property or to pay claims for injury to persons or damages to property of others caused by the negligence or misconduct of the tenant or the tenant's family members, guests, or invitees. Such sums shall become the personal obligation of the Owner and be imposed as a lien against the Lot in the same fashion as if said sums represented monies due for unpaid assessments. Association may make claims against the Owner's security deposit, and any

claims against the security deposit, and the return of the security deposit, shall be governed by Chapter 83, F.S., as same may be amended from time to time. If Association makes any claim against the security deposit, the Owner shall deposit additional sums with Association as necessary to replenish the funds claimed by Association, so that the security deposit held by Association is at all times equal to the maximum amount permitted by law (and if there is no applicable law, then in an amount equal to one (1) month's rent). If such deposit is not fully replenished within ten (10) days of Association's written request, Association may special assess the Lot and/or Owner for such sum, subject to the provisions of this Declaration. Each lease of a Lot or any home located thereon shall specifically provide (or, if it does not, shall be automatically deemed to provide) an express statement that a material condition of the lease shall be the Owner's Collateral Assignment of Rents on each such leased premises to the Association, which Collateral Assignment of Rents shall become absolute upon default of the Owner to timely meet any payment obligation to the Association (whether regular or special assessments, fines, fees or any other charges), as same may arise from time to time. In the event of such default by the Owner, the Association shall provide ten (10) days written notice to the Owner and the tenant that all subsequent rent payments are to be forwarded by the tenant directly to the Association, until otherwise notified, which rent payments shall be applied to any past due sums owed by the Owner to the Association, with any excess, if any, being returned to the Owner. Notwithstanding anything to the contrary herein, in the event of default by the tenant to forward rent directly to the Association, the Association may immediately commence legal action to terminate the lease subject to the provisions of Florida law and this Declaration, and secure the removal of the tenant. Any and all fees and costs incurred, including without limitation attorneys' fees, shall be recoverable from the Owner, and same shall constitute an assessment subject to the provisions of this Declaration. At the Board's option, Board approvals of any lease may be withheld or revoked should any amounts for assessments, fees or other charges due to the Association remain delinquent after thirty (30) days notice to the Owner/landlord and tenant of such delinquency at which time tenant shall be required to immediately vacate and relinquish tenancy of the Lot/home. The Board may terminate a lease after two (2) written notices to the Owner and the tenant of any violations by either the Owner or tenant of this Declaration or the Association's rules and regulations. The tenant shall vacate the Lot/home within ten (10) days of the date of the second notice. The liability of the Owner under these covenants shall continue notwithstanding the fact that the Owner may have leased or rented the Owner's Lot as provided herein. Every purchaser, transferee, tenant or lessee shall take subject to this Declaration and the By-Laws of the Association and the provisions of Chapter 720 of the Florida Statutes.

3. Amendment to Article X, Section 10.1 of the Declaration, as follows:

ARTICLE X
Rules and Regulations

Section 10.1 Compliance by Owners. Every Owner and his tenants, guests, invitees and agents shall comply with any and all rules and regulations adopted by the Association as contemplated in Article IV, Section 4.2 and in Article V, Section ~~5.6~~ 5.7 hereof.

4. Amendments to Article XII of the Declaration, as follows:

ARTICLE XII

The Town Villas at Moon Lake shall be a community of "housing for older persons", as such term is defined in the Federal Fair Housing Amendment Act of 1988. To the extent allowed by law, no person under the age of ~~21~~ 48 shall be permitted to reside on a Lot, and no person under the age of ~~21~~ 48 years shall be permitted to visit the Owner of a Lot and reside as a guest on said Lot for more than 30 days in any calendar year. Town Villas at Moon Lake shall be intended and operated for occupancy by at least one person 55 years of age or older per home. The Board shall adopt policies and procedures to carry forth this intent. In case of undue hardship, the Board may, upon review and approval, allow occupancy of a unit where at least one person is not over 55 years of age. Said occupancy shall be under such circumstances, and for such periods of time as the board may determine reasonable in light of the hardship.



CPN 20130196752
 OR BK 25990 PG 0124
 RECORDED 05/01/2013 09:13:38
 Palm Beach County, Florida
 Sharon R. Bock, CLERK & COMPTROLLER
 Pgs 0124 - 147; (24pgs)

Prepared by and Return To:
 Andrew P. Speranzini, Esquire
 Randall K. Roger & Associates, P.A.
 621 NW 53rd Street, Suite 300
 Boca Raton, Florida 33487

**CERTIFICATE OF AMENDMENT
 TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR TOWN
 VILLAS AT MOON LAKE; THE ARTICLES OF INCORPORATION OF TOWN
 VILLAS AT MOON LAKE HOMEOWNERS ASSOCIATION, INC.; AND THE BY-
 LAWS OF TOWN VILLAS AT MOON LAKE HOMEOWNERS ASSOCIATION, INC.**

WE HEREBY CERTIFY that the attached amendments to the Declaration of Covenants and Restrictions for Town Villas at Moon Lake ("Declaration"); the Articles of Incorporation of Town Villas at Moon Lake Homeowners Association, Inc. ("Articles"); and the By-laws of Town Villas at Moon Lake Homeowners Association, Inc. ("Bylaws"), all as recorded in Official Records Book 4926, Page 261, in the Public Records of Palm Beach County, Florida, were duly adopted in the manner provided in Article XI of the Declaration, Article VIII of the Articles, and Article VIII of the Bylaws.

IN WITNESS WHEREOF, we affixed our hands this 25 day of March, 2013, in Palm Beach County, Florida.

Executed in the presence of:

Andrea Bryer Signature of Witness By: Lois Stein
 Lois Stein, President

Andrea Bryer
 Printed Name of Witness

Astria Panchookian Signature of Witness By: Ed Gerson
 Ed Gerson, Secretary

Astria Panchookian
 Printed Name of Witness

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

On this 25 day of March, 2013, personally appeared Lois Stein and Ed Gerson, the President and Secretary, respectively, of Town Villas at Moon Lake Homeowners Association, Inc., who are personally known to me or who produced his/her driver's license as identification, and acknowledged that he/she executed the foregoing Certificate of Amendment for the purpose therein expressed.

WITNESSETH my hand and seal this day and year last above written.



NOTARY PUBLIC
My Commission Expires:



AMENDMENTS TO DECLARATION OF COVENANTS AND RESTRICTIONS
FOR TOWN VILLAS AT MOON LAKE, THE ARTICLES OF INCORPORATION OF
TOWN VILLAS AT MOON LAKE HOMEOWNERS ASSOCIATION, INC.,
AND THE BY-LAWS OF TOWN VILLAS AT MOON LAKE
HOMEOWNERS ASSOCIATION, INC.

(additions indicated by underlining, deletions by "----" and
unaffected language by ". . .")

I. Amendments to the Declaration:

A. Amendment to Preamble of the Declaration, as follows:

THIS DECLARATION is made this 16th day of June, 1986, by WEITZER MOON LAKE, LTD., a Florida limited partnership (hereinafter referred to as "Developer") which declares that the real property described in Article II, which is owned by Developer, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth, and that such property and all owners thereof shall be governed by and subject to Chapter 720, Florida Statutes, as same may be amended from time to time.

B. Amendments to Article II, Section 2.1; Article III, Section 3.2; Article IV, Sections 4.1, 4.2(f), 4.4 and 4.6; Article VI, Sections 6.1, 6.5 and 6.8 (and the renumbering of Sections 6.9 and 6.10, as appropriate); Article VII, Section 7.1; and Article XI, Section 11.5 of the Declaration, to delete all references to the Developer, as follows:

ARTICLE II
Property Subject to This
Declaration; Additions Thereto

Section 2.1 Legal Description. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Palm Beach County, Florida, and is more particularly described in Exhibit A attached hereto, all of which real property, and all additions thereto, is herein referred to collectively as "The Properties." ~~Developer may from time to time bring other land under the provisions hereof by recording an amendment hereto executed with the formalities of a deed in the Public Records of Palm Beach County, Florida. Such additional land shall be added to The Properties upon the recording of such amendment, and it shall not be necessary for any other person (including, without limitation, Owners of Lots subject to this Declaration) to approve or consent to the addition of land to The Properties. Nothing herein shall obligate Developer to add to The Properties or to develop future portions of Town Villas at Moon Lake, or prohibit Developer from rezoning or changing the development plans with respect to such future portions of the Properties.~~

ARTICLE III
Membership and Voting
Rights in the Association

* * *

Section 3.2 Voting Rights. ~~The Association shall have two (2) classes of voting Members:~~

~~Class A. Class A Members shall be all those Owners as defined in Section 3.1 with the exception of the Developer (as long as the Class B membership shall exist, and thereafter, the Developer shall be a Class A Member to the extent it otherwise would qualify). Class A All Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Section 3.1. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.~~

~~Class B. The Class B Member shall be the Developer. The Class B Member shall be entitled to one (1) vote for each Lot owned by Developer, plus two (2) votes for each vote which the Class A Members are entitled to cast from time to time, provided that the Class B membership shall cease and terminate upon the sooner of (i) the sale and conveyance of ninety percent (90%) of the Lots developed or to be developed in Town Villas at Moon Lake, or (ii) ten (10) years after the date of recording of this Declaration in the Public Records of Palm Beach County, Florida, or (iii) at any time prior to that date at the election of the Developer.~~

ARTICLE IV
Property Rights in the Common Areas

Section 4.1 Ownership. The Common Areas shall be conveyed to the Association for the joint and several use, in common, of the Owners of all Lots that may from time to time constitute part of The Properties in the manner specified herein. ~~Immediately prior to the conveyance of the first Lot in Town Villas at Moon Lake to a bona fide third party purchaser, or sooner at Developer's option exercisable from time to time as to any portion or all of the Common Areas, the Developer, or its successors and assigns, shall convey and transfer to the Association the record fee simple title to the Common Areas (except those areas lying within dedicated areas or not capable of being legally described) and the Association shall accept such conveyance, holding title for the Owners as stated in the preceding sentence. Beginning upon the date . . . including taxes on any improvements and any personal property thereon accruing from and after the date these covenants are recorded, and such taxes shall be prorated between Developer and the Association as of the date of such recordation. Developer shall have the right from time to time to enter upon the Common Areas during periods of construction upon adjacent properties, and for the purpose of construction of any facilities on the Common Areas that Developer elects to build, and~~

~~Developer shall have the right to use the Common Areas for sales, displays and signs during the period of construction and sales of all of The Properties.~~

~~***~~

~~Section 4.2 Members' Easements. . . .~~

~~(f) The rights of the Developer provided in this Declaration and in the Articles of Incorporation and By-Laws of the Association.~~

~~***~~

~~Section 4.4 Maintenance. The Association shall at all times maintain in good repair, operate, manage and insure, and shall replace . . . including, but not limited to, the entry features, and shall indemnify Developer and hold Developer harmless with respect thereto. All work pursuant to this Section . . .~~

~~***~~

~~Section 4.6 Utility Easements. Public Utilities may be installed underground in the Common Areas when necessary for the service of The Properties or other lands owned by Developer, but all use of utility easements shall be in accordance with the applicable provisions of this Declaration.~~

~~***~~

ARTICLE VI Covenant for Maintenance Assessments

~~Section 6.1 Creation of the Lien and Personal Obligation for the Assessments. Except as provided in Section 6.8 hereof, the Developer for each Lot owned by it within The Properties hereby covenants and agrees, and each Each Owner of any Lot by acceptance of a deed therefore, whether or not . . .~~

~~***~~

~~Section 6.5 Duties of the Board of Directors. The Board of Directors of the Association shall fix the due . . .
The Association, through the action of its Board of Directors, shall have the power, but not the obligation, . . . firms or corporations (including affiliates of the Developer) for management services. . . .~~

~~***~~

~~Section 6.8 Effect on Developer. Notwithstanding any provision that may be contained to the contrary in this instrument, for so long as Developer is the owner of any Lot or undeveloped property within The Properties, the~~

~~Developer shall not be liable for assessments against such Lots, provided that Developer funds an amount equal to the amount of operating expenses (exclusive of reserves and management fees) incurred during such period of time not produced by assessments receivable from other Members of the Association. Developer may at any time and from time to time commence paying assessments as to Lots that it owns and thereby automatically terminate its obligation to fund deficits, but may at any time thereafter and from time to time again elect to follow the procedure specified in the preceding sentence. When all Lots within the Properties are sold and conveyed to purchasers, Developer shall have no further liability of any kind to the Association for the payment of assessments or deficits.~~

Section 6.98 Trust Funds. . . .

~~Section 6.10 Contribution to Operating Reserve. At the closing of title to each Lot sold by Developer, the Owner of the Lot shall pay a one-time charge of \$200.00 to the operating reserve fund of the Association. Each Lot Owner shall pay the \$200.00 charge on each Lot acquired by Owner. All contributions to the operating reserve fund shall be held by the Association as an operating reserve for common expenses or capital improvements, and said reserve shall be used and applied by the Association from time to time as it may be needed toward meeting deficits and for such other common purposes as the Association may deem necessary.~~

ARTICLE VII

Architectural Control Committee;
Limited Common Areas; Party Walls; Roofs; Easements

Section 7.1 Land Use and Building Type. No Lot shall be used except for residential purposes and no building constructed on a Lot shall be used except for residential purposes. ~~The Developer shall in its sole discretion determine the type of dwelling unit to be erected on each Lot. Temporary uses of Lots by Developer for model homes, construction trailers, sales trailers, sales displays, parking lots, sales offices and other offices, or any one or combination of such uses, shall be permitted until permanent cessation of such uses takes place. No changes may be made in buildings erected by the Developer (except if made by the Developer) without the consent of the Architectural Control Committee as provided herein.~~

* * *

ARTICLE XI
GENERAL PROVISIONS

* * *

Section 11.5. Amendment. In addition to any other manner herein provided for the amendment of this Declaration, the covenants, restrictions, easements, charges and liens of this Declaration may be amended, changed

or added to at any time and from time to time upon the execution and recordation of a certificate of amendment executed by the Developer, for so long as it holds title to any Lot affected by this Declaration; or alternatively, by approval by a majority of the Members of the Association in attendance at a meeting at which a quorum of Members is present, provided that so long as the Developer is the Owner of any Lot affected by this Declaration, the Developer's consent must be obtained if such amendment, in the sole opinion of the Developer, affects its interest. Any amendment to this Declaration shall be effective upon the recording in the public records of Palm Beach County, Florida of a certificate of amendment, executed with the formalities of a deed by either the Developer or by any officer of the Association. Notwithstanding anything contained in this Declaration, the Articles of Incorporation, or the By-Laws of the Association to the contrary, until such time as that certain mortgage given by Developer to NCNB National Bank of Florida, dated May 6, 1985 and recorded in Official Records Book 4537, Page 0495, Public Records of Palm Beach County, Florida is satisfied of record, neither this Declaration, the Articles of Incorporation, nor the By-Laws of the Overall Association shall be amended without the prior written consent of the holder of such mortgage; provided, however, that such consent shall not be unreasonably withheld.

* * *

C. Amendment to Article III, Section 3.1 of the Declaration, as follows:

ARTICLE III
Membership and Voting
Rights in the Association

Section 3.1 Membership. Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot shall be a member of the Overall Association. Notwithstanding anything else to the contrary set forth in this Section 3.1, any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member of said Association.

D. Amendments to Article IV, Sections 4.1(a), 4.2(d)1. and 4.2(d)2.a. of the Declaration, as follows:

ARTICLE IV
Property Rights in the Common Areas

Section 4.1 Ownership. The Common Areas . . .

(a) The Association may assign certain portions of the Common Areas, to be known as Limited Common Non-Lot Areas, for the exclusive use of a particular Owner. The purpose of the exclusive assignment shall be to provide for the peaceful and orderly use of certain Common Areas by Owners. The Association may assign portions of the Common Areas as Limited Common Non-Lot Areas if they are used for driveways and entrance

walkways, which service a unit or if approved for the construction of a patio designed for use by a single unit. Any alterations to or structures erected upon Limited Common Non-Lot Areas shall be subject to approval by the ACC, prior to commencement of any alteration or construction thereupon, and shall also be in compliance with governmental regulations applicable to any alteration or construction thereupon. Any alterations or structures erected upon Limited Common Non-Lot Areas, including without limitation any patio, must be constructed in conformity with the plans approved by the ACC and any other conditions of such approval issued by the ACC, and any patio or other structure that is not constructed in compliance with any ACC approval shall, upon the written demand of the ACC or the Association's Board, be brought into compliance with the approval issued by the ACC and/or any plans approved by the ACC, failing which the ACC may enter onto the Owner's property to remove any non-conforming patio or structure, at the Owner's expense. The Association's entrance onto the Owner's property shall not be considered a trespass, and the Association shall have a lien on the subject Owner's property to collect the costs incurred by the Association in removing the non-conforming patio or structure and may foreclose on said lien in the same manner as if such lien were for unpaid assessments.

Section 4.2 Members' Easements. Each Member of the Association . . .

(d) . . .

1. The Association may assign exclusive use of a certain portion of the Common Areas, to be known as Limited Common Non-Lot Areas, to a particular Owner for the purpose of the use of a front entry driveway and walkway, and/or for construction of a patio to be constructed at the rear of the dwelling unit. The front entrance driveways and walkways currently exist, and an exclusive use right will be assigned to the Owner of the abutting Lot upon proper application to the Association. The construction, and all costs related thereto, including but not limited to, the costs of any tree removal and replanting, and any alteration to the sprinkler system, of any approved patio shall be at the sole cost of the owner who will have use rights to the Limited Common Non-Lot Area patio. The prior approval of the ACC of any such structure is required as is compliance with all governmental regulations applicable thereto including those applicable to the community as a whole. Nothing herein, nor the Association's approval, shall be deemed to imply that permission of governmental agencies is available for any or all of the owners who may desire to construct a patio. The owner with use rights to the Limited Common Non-Lot Area patio shall, in addition to the cost of construction, shall also be solely responsible for the cost of insurance, maintenance, repair, and replacement of said patio including any approved enclosure thereon, and shall be deemed to have agreed to indemnify, defend and hold Association harmless from and against any claim, cause of action, liability, loss, damage, injury, cost or expense in any way related to the assignment of such Limited Common Non-Lot Area to the owner and/or related to the construction or

existence of the patio, including without limitation for any injury suffered by any person while on the patio.

2. Manner of Assignment of Use Rights to Limited Common Non-Lot Areas.

a. The Board of Directors has the right to assign the exclusive use of a particular portion of the Common Areas to a particular Owner upon request by an Owner. Any Limited Common Non-Lot Area for use and construction of a patio at the rear of a home shall not: (i) extend out from the rear of the home more than 10 feet; (ii) shall be constructed in compliance with any plans approved by the ACC and any conditions imposed by the ACC, failing which the patio shall be brought into compliance with such ACC approval or removed, at the Owner's expense; (iii) shall not overlap or be located in front of the existing lanai for the subject Unit and shall not extend more than approximately 16 feet in length, from the side of the door jamb farthest from the Unit's wall abutting the bedroom and may not in any event be extended past any party wall; and; (iv) the total square footage of any approved patio shall not exceed 168 square feet. The assignment of exclusive use shall be made by describing the particular Common Area by reference thereto in a document entitled "Assignment of Use Rights to Limited Common Non-Lot Area" which shall be delivered to the Owner to which use is assigned. The use rights for any Limited Common Non-Lot Area may only be assigned by the Board to the Owner of the Lot abutting the Limited Common Non-Lot Area. ~~The Association shall maintain a book ("Book") for the purpose of listing each assignee of each Limited Common Non-Lot Area and the transfers thereof. Upon assignment of such Limited Common Non-Lot Area by the Board, the Board shall record the transfer in the Book, and the Owner to which its use is assigned shall have the exclusive right to the use thereof. Upon conveyance or passing of title to the Lot to which the Assignment of Use Rights to Limited Common Non-Lot Area has been made, the Owner making the conveyance of title shall execute notice of transfer to the Association which shall thereupon cause to be executed in the name of the grantee or transferee of such Lot, a new "Assignment of Use Rights to Limited Common Non-Lot Area" and record the transfer in the Book.~~

* * *

E. Amendment to Article V of the Declaration, which currently has been left blank and contains no substantive provisions, to add provisions to Article V, as follows:

ARTICLE V

~~[This paragraph intentionally left blank.]~~

Use Restrictions

Section 5.1 Pets. An Owner, tenant or lessee may keep on his/her property one (1) dog or one (1) cat, which must be spayed or neutered, together with domestic birds and fish; provided, however, that any dog or cat, when fully grown, must be no more than twenty (20) pounds. Any cat or dog must be leashed or carried at all times when outside the confines of the Owner's home or Lot. Owners must clean up after their pet(s) by immediately cleaning any

pet urination and solid waste within the Common Areas and disposing of any solid waste in an appropriate receptacle. Any dog or cat must not interfere with the peace or tranquility of other Owners or occupants, and must not become a nuisance, failing which the Owner (or tenant/lessee) must remove the pet from the Owner's or lessee's home and/or Lot and from The Properties. No dangerous breed of dog, as determined by the Board in its absolute and sole discretion, may be kept in home or Lot located within The Properties, regardless of the weight of such animal. Initially, dangerous breeds shall be deemed to include, without limitation, Pit Bulls, Staffordshire Bull Terriers, American Staffordshire Terriers, Rottweilers, German Shepherds, Huskies, Alaskan Malamutes, Doberman Pinschers, Chow-Chows, Akitas, Boxers, Dalmatians, Presa Canarios, Shar Peis, and Mastiffs (or any mixed breed with any of the foregoing). The Board of Directors shall have the authority to adopt by Rule further criteria regarding pets and restrictions related to pets. Any violation of these provisions and/or any additional rules or regulations adopted by the Association from time to time shall entitle the Association to seek injunctive relief to enforce these restrictions and/or to seek the removal of any pet from The Properties, and the prevailing party in any such action shall be entitled to be reimbursed for the party's attorney's fees and costs.

Section 5.2 Vehicles and Parking. No commercial vehicles, trucks, panel vans or oversized vehicles shall be parked overnight in any Owner's driveway or on any portion of any Lot. A truck or commercial vehicle shall be defined to include trucks and vehicles with affixed commercial equipment or other vehicles which shall be used or which are ordinarily intended to be used for a commercial purpose. Such exclusion shall be further defined, but not limited to, any motor vehicle bearing commercial lettering, logo, or commercially identifiable coloring, related to the marketing or advertising of any business on any portion of the vehicle (as distinguished from factory installed lettering), or any vehicle, motorized or otherwise, clearly designed for a purpose other than the transportation of persons, including but not limited to pick-up trucks, modified automobiles or trucks or conversion flatbed automobiles containing materials regularly used in trade or business visible from outside the vehicle. Such materials may include, but need not be limited to, ladders, scaffolding, mechanical or trade tools, supplies, or any other such materials which would represent commercial activity as the Board may determine in its sole discretion. Owners, to the extent possible, shall first park all vehicles in the Owner's garage, and shall only use the Owner's driveway for the parking of excess vehicles that do not fit into the Owner's garage. The Board of Directors shall have the authority to adopt by Rule further criteria regarding the definition of trucks or commercial vehicles or restrictions related to vehicles and/or parking. Additionally, the Association shall have the right and authority to have any vehicle that is parked in violation of this restriction, or any restriction found in the Association's rules and regulations (whether due to the vehicle itself being prohibited or the vehicle being parked impermissibly), towed away at the owner's sole cost and expense, regardless of where the vehicle is located, and the Association shall not be held responsible for any liability or trespass in connection with such towing.

Section 5.3 Single-Family Residential Use. Each Lot and any home located thereon, whether owned at any time by a natural person, corporation, partnership, trust or other entity, shall be for single-family residential use only and no commercial occupation or activity may be carried on in any Lot or home. Each Lot and/or home shall be occupied only by a family, and guests, as a residence and for no other purpose. If any entity owns a Lot, such entity must specify one individual, which individual shall be the only person entitled to occupy the Lot or any home located thereon, along with that individual's family members and guests. In no event shall any Lot or home be used in any manner inconsistent with its use and occupancy by a single family unit. A family shall be defined to include an individual's spouse (or significant other), parent(s), sibling(s) and/or children (but only those children age 18 and older). If any guest (which does not include any Owner's or lessee's family members) occupies a Lot or home for more than 30 consecutive days, such guest shall be considered a tenant, regardless of whether there is any oral or written lease, and shall be subject to all of the conditions stipulated in Article IX of this Declaration pertaining to the leasing of Lots or homes, including without limitation the written approval of the Association for such occupancy. No guest shall be allowed to occupy any Lot or home in the Owner's absence unless the Owner or approved lessee first notifies the Association in writing of the name, age, date of arrival and identification of any vehicle that will be used by such guest, together with any other information reasonably required by Association, and only upon the Association's prior written approval of the occupancy of the Lot and/or home by such guest in the Owner's or approved lessee's absence. Additionally, no guest may occupy and Lot or home in the Owner's or approved lessee's absence for more than thirty (30) days, in the aggregate, in any twelve (12) month period.

Section 5.4 Sale or Leasing of Lots. No Owner may sell or lease the Owner's home or Lot, unless such sale or lease is approved in writing by the Board of Directors, as provided in Article IX of this Declaration. No individual rooms may be rented and no transient tenants may be accommodated; only the entire Lot and/or home may be rented. Owners shall comply with the additional leasing restrictions found in Article IX of this Declaration.

Section 5.5 Signs. No sign of any kind, except for a sign advertising a Security Company and/or the presence of a security system (in accordance with design standards adopted by the ACC), shall be displayed to the public view on The Properties.

Section 5.6 Awnings/Canopies/Shutters. No awning, canopy, shutter, enclosure or other projection shall be attached to or placed upon the outside walls or roof of the dwelling unit or on the lot and on the rear limited common non-lot patio, except as approved by the Architectural Control Committee. Notwithstanding the above, a canopy/awning may be attached to the roof of the screened enclosure with the prior approval of the Architectural Control Committee. No wall or partition or additional door or sliding doors or shutters of any kind may be added or attached to the frame or screened enclosure.

Section 5.7 Rules and Regulations. The Association's Board of Directors shall have the right from time to time to adopt new and/or amend existing rules and regulations governing the use of the Common Elements and of parcels throughout the community, as long as no provision adopted by rule conflicts with any provision of this Declaration.

F. Amendment to Article VI, Sections 6.5, 6.6 and 6.7 of the Declaration, as follows:

ARTICLE VI
Covenant for Maintenance Assessments

* * *

Section 6.5 Duties of the Board of Directors. The Board of Directors . . .

~~The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing signed by an officer of the Association, setting forth whether such assessment has been paid as to any particular Lot. Such certificate shall be conclusive evidence of payment of any assessment to the Association therein stated to have been paid. Within fifteen (15) days after the date on which a request for an estoppel certificate is received from any Owner or mortgagee, or his or her designee, the Association shall provide a certificate signed by an officer or authorized agent of the Association stating all assessments and other moneys owed to the Association by the Owner or mortgagee with respect to the Lot. The Association may charge a fee for the preparation of such certificate, and the amount of such fee must be stated on the certificate. . . .~~

Section 6.6 Effect of Non-Payment of Assessment; the Personal Obligation; the Lien; Remedies of the Association. If any assessment is not paid . . .

~~If any installment of an assessment is not paid within fifteen (15) days after the due date, at the option of the Association, a late charge not greater than the amount of such unpaid installment in the highest amount allowed under applicable law, as same may be amended from time to time, may be imposed . . . and all sums due shall bear interest from the dates when due until paid at the highest lawful rate permitted by Florida law, as same may be amended from time to time. . . .~~

~~In addition to the rights of collection of assessments . . . until an estoppel letter is received from the Association acknowledging payment in full of all assessments and other sums due; provided, however, that the provisions of this sentence shall not be applicable to the mortgagees and purchasers contemplated by Section 6.7 of this Article. . . .~~

Section 6.7 Subordination of the Lien. The lien of any assessment provided for in this Article VI shall be subordinate to tax liens and to the lien of any

mortgage recorded prior to recordation of a claim of lien (except with respect to the mortgagee's Statutory liability under Chapter 720, Florida Statutes, as same may be amended from time to time), which mortgage encumbers any Lot and is in favor of any institutional lender and is now or hereafter placed upon a portion of The Properties subject to assessment; provided, however, that any mortgagee when in possession or any receiver, and in the event of a foreclosure, any purchaser at a foreclosure sale, and any mortgagee acquiring a deed in lieu of foreclosure, and all persons claiming by, through or under any such purchaser or mortgagee, shall hold title subject to the liability and lien of any assessment becoming due after such foreclosure (or conveyance in lieu of foreclosure). Any party other than an institutional lender that acquires title pursuant to a foreclosure sale, or a deed in lieu of foreclosure, shall continue to be jointly and severally liable with the previous Owner for all unpaid assessments. Any unpaid assessment which cannot be collected as a lien against any Lot by reason of the provisions of this Section 6.7 shall be deemed to be an assessment divided among, payable by and a lien against all Lots, including the Lot as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

* * *

G. Amendment to Article VII, Section 7.2 of the Declaration, as follows:

ARTICLE VII
Architectural Control Committee;
Limited Common Areas; Party Walls; Roofs; Easements

* * *

Section 7.2 Architectural Control Committees. The Board of Directors The ACC shall act on submissions to it within thirty (30) days after acknowledged receipt of the complete submission, or else the request shall be deemed disapproved. The decision of the ACC as to any submission shall, subject to confirmation by the Board if required pursuant to Board policy, be final.

H. Amendment to the Declaration, to add a new Article IX (to replace the previous version of Article IX, governing roof maintenance or replacement, that was previously deleted in its entirety by an amendment recorded August 4, 1989, in Official Records Book 6152, Page 45, in the Public Records of Palm Beach County, Florida), as follows:

ARTICLE IX
Sale and Leasing of Lots

Section 9.1 Approval of Sale or Lease. No Owner may dispose of a Lot or any interest therein by sale or by lease without written approval of the Board of Directors of the Association, except as elsewhere provided herein, which approval shall be obtained in the manner hereinafter provided.

(a) Notice to Association. An Owner intending to make a sale or lease of his Lot or any home located thereon or any interest therein shall give written notice to the Association of such intention, together with the name and address and contact information of the intended purchaser or lessee, such other information as the Association reasonably may require and the terms of the proposed transaction (to include without limitation a copy of the fully executed sales contract and/or lease). The Board of Directors may require the proposed purchaser or lessee to undergo a personal interview with the Board or with an appropriate committee. The notice required shall be in the form of an Application for Purchase or Lease as may be proscribed by the Association, which application may include without limitation bank and personal references.

(b) Election of Association. Within thirty (30) days after receipt of such notice and all required information, payment of the transfer fee specified below, and completion of any personal interview required or requested by Association, the Board of Directors of the Association shall either approve or disapprove of the transaction. The approval of the Board of Directors of the Association of any sale shall be in recordable form, signed by any two members of the Board, and shall be delivered to the purchaser. The failure of the Association to act within thirty (30) days shall be deemed to constitute approval, following which the Association nevertheless shall prepare and deliver written approval in recordable form, as aforesaid. The Board of Directors may disapprove the transaction in the event there are reasonable grounds to do so, including but not limited to, the purchaser or lessee or members of their families who intend to occupy the Lot are not of good moral character, or that their occupancy will be in violation of certain provisions of the Declaration, Bylaws or Rules and Regulations, as amended from time to time, or that the purchaser or lessee does not appear to have the financial ability to maintain the ordinary carrying charges of the Lot or the tenancy, or that the seller or lessor is delinquent in paying any monetary obligation to the Association, or that the unit may be occupied by a total number of persons so as to make the occupancy thereof either illegal or inappropriate under present housing standards as reflected by either municipal ordinance or Association rule, or for purposes other than those for which the unit was customarily intended and used, or that approval of the transaction may interfere with the quiet enjoyment of other units, or the common facilities, taking into consideration the current standards of the community, or for any other reasonable grounds determined by the Board of Directors in its sole and absolute discretion. If the Board of Directors disapproves any proposed sale or lease, the Board shall notify the Owner of the Board's disapproval (with no obligation to provide the reasons therefore), and the sale or lease shall not be made. Any attempt by an Owner to sell or lease a Lot or any home located thereon in violation of the terms specified in this Declaration shall be a breach of this Declaration and shall be wholly null and void, and shall confer no title or interest whatsoever upon the intended purchaser or lessee.

(c) Transfer fee. The Association shall be entitled to a transfer fee in the highest amount permitted by law, as same may be amended from time to time, and if no such amount is provided by law, then in the amount of \$150.00 per person, except for a husband/wife or parent/dependent child, who shall be considered one applicant, or any other amount as the Board of Directors may determine from time to time by Board rule (but in no event less than the reasonable cost of obtaining a credit report and criminal background check), which sum shall cover the cost of investigation and necessary legal work to transfer membership in the Association, or an interest in a Lot pursuant to a lease.

Section 9.2 Leasing. No Owner may lease his or her Lot or any home located thereon for a period of eighteen (18) months from the date of recording of the instrument conveying title to the Owner or the date of the recording of the Certificate of Approval of ownership, whichever is later. If a Lot is conveyed with a tenant in possession, such tenant may, at the Board's sole and absolute discretion, remain in possession until the expiration of the existing lease, but the lease shall not be renewed or extended. If the tenant is allowed to remain, the 18-month lease moratorium shall commence upon the later of the expiration or termination of such existing lease term or the tenant's vacation of the leased premises, and the subject Owner shall not thereafter lease the Lot or any home located thereon for eighteen (18) months from such date. The term of any lease may not be less than six (6) consecutive months plus one day or more than twelve (12) consecutive months. No lease shall be extended beyond the initial lease period without the Owner first obtaining the written approval of the Board and any such extension(s) shall be for maximum periods of one (1) year. The Board shall require the Owner seeking such approval to furnish Notice as provided above. The lease shall include a provision (or, if it does not, shall be deemed to provide) that the lessee agrees to abide by and comply with all of the terms and restrictions of the Declaration and rules and regulations of the Association and shall provide that the Association shall have authority, but not the obligation, to act as the Owner's or lessor's agent in enforcing any compliance with either the terms of the lease or the rules and regulations of the Association. In the event the sole Owner of a Lot is married, and residing in the home located on said Lot with his/her spouse, if the owning spouse dies, the remaining spouse is exempted from the 18-month ownership requirement. Any Owner wishing to lease his Lot or any home located thereon shall pay a security deposit to Association, in the maximum amount permitted by law (and if there is no applicable law, then in an amount equal to one (1) month's rent, or such other amount determined by the Board from time to time by Board rule, but in no event less than \$500.00 or such other amount determined by Board rule from time to time). The Owner and tenant shall be jointly and severally liable to the Association for any sum which may be required to be paid by the Association to repair damage to the common elements or to Association Property or to pay claims for injury to persons or damages to property of others caused by the negligence or misconduct of the tenant or the tenant's family members, guests, or invitees. Such sums shall become the personal obligation of the Owner and be imposed as a lien

against the Lot in the same fashion as if said sums represented monies due for unpaid assessments. Association may make claims against the Owner's security deposit, and any claims against the security deposit, and the return of the security deposit, shall be governed by Chapter 83, F.S., as same may be amended from time to time. If Association makes any claim against the security deposit, the Owner shall deposit additional sums with Association as necessary to replenish the funds claimed by Association, so that the security deposit held by Association is at all times equal to the maximum amount permitted by law (and if there is no applicable law, then in an amount equal to one (1) month's rent). If such deposit is not fully replenished within ten (10) days of Association's written request, Association may special assess the Lot and/or Owner for such sum, subject to the provisions of this Declaration. Each lease of a Lot or any home located thereon shall specifically provide (or, if it does not, shall be automatically deemed to provide) an express statement that a material condition of the lease shall be the Owner's Collateral Assignment of Rents on each such leased premises to the Association, which Collateral Assignment of Rents shall become absolute upon default of the Owner to timely meet any payment obligation to the Association (whether regular or special assessments, fines, fees or any other charges), as same may arise from time to time. In the event of such default by the Owner, the Association shall provide ten (10) days written notice to the Owner and the tenant that all subsequent rent payments are to be forwarded by the tenant directly to the Association, until otherwise notified, which rent payments shall be applied to any past due sums owed by the Owner to the Association, with any excess, if any, being returned to the Owner. Notwithstanding anything to the contrary herein, in the event of default by the tenant to forward rent directly to the Association, the Association may immediately commence legal action to terminate the lease subject to the provisions of Florida law and this Declaration, and secure the removal of the tenant. Any and all fees and costs incurred, including without limitation attorneys' fees, shall be recoverable from the Owner, and same shall constitute an assessment subject to the provisions of this Declaration. At the Board's option, Board approvals of any lease may be withheld or revoked should any amounts for assessments, fees or other charges due to the Association remain delinquent after thirty (30) days notice to the Owner/landlord and tenant of such delinquency at which time tenant shall be required to immediately vacate and relinquish tenancy of the Lot/home. The Board may terminate a lease after two (2) written notices to the Owner and the tenant of any violations by either the Owner or tenant of this Declaration or the Association's rules and regulations. The tenant shall vacate the Lot/home within ten (10) days of the date of the second notice. The liability of the Owner under these covenants shall continue notwithstanding the fact that the Owner may have leased or rented the Owner's Lot as provided herein. Every purchaser, tenant or lessee shall take subject to this Declaration and the By-Laws of the Association and the provisions of Chapter 720 of the Florida Statutes.

I. Amendment to Article X, Section 10.1 of the Declaration, to clarify the governing rules and regulations, and to Section 10.3 of the Declaration, to delete the existing provision in its entirety and replace it with the following, as follows:

ARTICLE X
Rules and Regulations

* * *

Section 10.1 Compliance by Owners. Every Owner and his tenants, guests, invitees and agents shall comply with any and all rules and regulations adopted by the Overall Association as contemplated in Article IV, Section 4.2 and in Article V, Section 5.6 hereof.

* * *

Section 10.3 Fines and Suspensions. In addition to any other methods of enforcement that may be provided elsewhere in this Declaration, the Board, through an enforcement committee comprised of at least three (3) members appointed by the Board in accordance with Florida Statutes, as same may be amended from time to time, may levy fines and/or suspensions against a Lot and/or Owner for the failure of the Owner, or his/her tenant, occupant, guest, licensee or invitee (for purposes of this Article X, Section 10.3 of the Declaration, such parties are collectively referred to hereafter, as applicable, as "Owner"), to comply with any provision of the governing documents and rules of the Association. Such fines and/or suspensions must be levied in accordance with the provisions of Florida Statutes, as same may be amended from time to time.

(a) Notice. The Association shall provide the notice specified in the Florida Statutes, as same may be amended from time to time, and if the Statute does not specify the required notice, then by provision of at least fourteen (14) days advance written notice to the Owner of the alleged infraction(s), and of the date, time and place of the hearing to be held before the Association's enforcement committee and of the Owner's opportunity to attend the hearing. The Owner shall have the right and opportunity to attend the hearing, and to be represented by counsel if the Owner so chooses, and to present evidence as to why the proposed fine and/or suspension should not be imposed. If the Owner does not attend the hearing, for whatever reason, the hearing may still proceed in the Owner's absence.

(b) Hearing. The alleged violation shall be presented to the Association's enforcement committee, which may hear arguments from the Association's representative as to why the fine and/or suspension should be imposed, and from the Owner or Owner's counsel as to why the fine and/or suspension should not be imposed. After the hearing, the written findings of the enforcement committee shall be submitted to the Board, including whether the committee agrees to the imposition of any fine (and the amount of such fine) and/or suspension.

(c) Fine/Suspension. Upon review of the enforcement committee's findings, the Board may levy a fine and/or suspension against the Lot and/or Owner for

which the Owner of the Lot shall be responsible. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing. However, the fine may not exceed \$100 per violation (with no limit on the aggregate amount of the fine), or some higher amount if allowed by law, as same may be amended from time to time. A fine of less than \$1,000 may not become a lien on the Lot, unless applicable law, as amended from time to time, allows for such fine to become a lien. Additionally, the Association may suspend, for a reasonable period of time, the right of the Owner to use the common elements, common facilities or any other Association property for failure of the Owner to comply with any provision of the Association's governing documents or its rules and regulations. However, if the enforcement committee does not agree to the imposition of a fine or suspension, no such fine or suspension may be imposed. If the Board agrees with the enforcement committee's decision to impose a fine and/or suspension, the Board shall notify the affected parties in writing of the imposition of such fine and/or suspension. If an Owner is more than ninety (90) days delinquent in paying any monetary obligation due to Association, the Association's Board may suspend the voting rights of the Lot or member, and/or the right of the Owner to use common elements, common facilities or any other Association property until the monetary obligation is paid in full, and the notice and hearing requirements specified herein shall not apply to any suspension imposed as a result of such Owner's 90-day delinquency. Additionally, any suspension imposed as a result of an Owner's 90-day delinquency must be approved at a properly noticed Board meeting (which Board meeting need be held only once, if the Board adopts a policy that all Owners who are or who become more than 90 days delinquent will be subject to such suspensions) and upon approval, the Association must notify the Owner of such suspension by mail or hand delivery. A voting interest or consent right allocated to any Lot or member which has been suspended by the Association may not be counted towards the total number of voting interests necessary to constitute a quorum, the number of voting interests required to conduct an election, or the number of voting interests required to approve an action under Chapter 720, Florida Statutes, or the Association's governing documents.

(d) Payment of Fines. Fines shall be paid no later than ten (10) days after notice to the Owner of the levying of the fine.

(e) Non-Exclusive Remedy. The fines and/or suspensions shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled.

(f) Failure of an Owner to pay a fine levied against his/her Lot, or the existence of a suspension, may result in a disapproval by the Association of a proposed sale or lease of the subject Lot while such fine goes unpaid.

II. Amendments to the Articles:

A. Amendment to the preamble to the Articles, as follows:

The undersigned incorporators, desiring to form a corporation not for profit under Chapter 617, Florida Statutes, as amended from time to time, hereby adopt the following Articles of Incorporation:

B. Amendments to various provisions of the Articles, as follows:

ARTICLE II PURPOSES AND POWERS

* * *

f. Enter into contracts to provide the services for operation and maintenance of the Properties and the Association, and to delegate to the party with whom such contract has been entered into (~~which may be an affiliate of the Developer~~) the powers and duties of the Association, except those which require specific approval of the Board of Directors or Members.

* * *

ARTICLE III MEMBERS

* * *

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

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

~~Class A. Class A Members shall be all those Owners as defined in Section 1 with the exception of Weitzer Moon Lake, Ltd., a Florida limited partnership herein referred to the "Developer" (as long as the Class B membership shall exist and thereafter, the Developer shall be a Class A Member to the extent it would otherwise qualify). Class A All Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.~~

~~Class B. The Class B Member shall be the Developer. The Class B Member shall be entitled to one (1) vote, plus two (2) votes for each vote which the Class A Members are entitled to cast from time to time, provided that the Class B membership shall cease and terminate upon the sooner of (i) the~~

~~sale and conveyance of ninety percent (90%) of the Lots developed or to be developed in Town Villas at Moon Lake, or (ii) ten (10) years after the date the Declaration is recorded in the Public Records of Palm Beach County, or (iii) at any time prior thereto at the election of the Developer.~~

Section 3. Meetings of Members. . . . A quorum for the transaction of business at any meeting of the Members shall exist if ~~one-third (1/3)~~ thirty percent (30%) of the total number of Members in good standing shall be present, in person or by proxy, or represented at the meeting.

* * *

ARTICLE V BOARD OF DIRECTORS

* * *

~~Section 2. Original Board of Directors. The names and addresses of the first Board of Directors of the Association, who shall hold office until such time as the Developer no longer holds the majority of the votes to be cast by the Members of the Association, shall be as follows:~~

Name _____	Address _____
Harry Weitzer _____	9990 S. W. 77 th Avenue Miami, Florida 33156
Estelle Burnside _____	9990 S. W. 77 th Avenue Miami, Florida 33156
Steven C. Klein _____	9990 S. W. 77 th Avenue Miami, Florida 33156

~~Section 32. Election of Members of Board of Directors. Except for the first Board of Directors, dDirectors shall be elected by the Members of the Association at the annual meeting of the membership as provided by the By-Laws of the Association, and the By-Laws may provide for the method of voting in the election of directors and for the removal from office of directors. All directors shall be members of the Association residing in Town Villas at Moon Lake or shall be authorized representatives, officers, or employees of corporate members of the Association, or designees of the Developer. Only one member of a family (defined to include spouses, significant others, parents, children and siblings) may serve on the Board at any given time, even if different family members own more than one unit in Town Villas at Moon Lake.~~

~~Section 43. Duration of Office. Except for the first Board of Directors, Members elected to the Board of Directors shall hold office for the terms set forth in the By-Laws.~~

Section ~~54~~. Vacancies. If a director elected by the general membership shall for any reason cease to be a director, the remaining Directors so elected may elect a successor to fill the vacancy. The successor shall hold office only until the next election of Directors at the annual meeting of the Members of the Association. Any remaining balance of the term shall be filled at that time by a vote of the Members as provided in the By-Laws.

ARTICLE VI
OFFICERS

* * *

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

Name and Office	Address
President: Harry Weitzer	9990 S. W. 77th Avenue Miami, Florida 33156
Vice-President: Estelle Burnside	9990 S. W. 77th Avenue Miami, Florida 33156
Secretary	Miami, Florida 33156
Treasurer: Steven C. Klein	9990 S. W. 77th Avenue Miami, Florida 33156

* * *

ARTICLE IX
INCORPORATORS

The names and addresses of the Incorporators of the Association are:

Name	Address
Harry Weitzer	9990 S. W. 77th Avenue Miami, Florida 33156
Estelle Burnside	9990 S. W. 77th Avenue Miami, Florida 33156
Steven C. Klein	9990 S. W. 77th Avenue Miami, Florida 33156

ARTICLE IX
INDEMNIFICATION

Section 6. the provisions of this Article IX may not be amended.

ARTICLE XI
REGISTERED AGENT

~~Until changed, Estelle Burnside shall be the registered agent of the Association and the registered office shall be as designated on the website of the Florida Secretary of State's office at 9990 S. W. 77th Avenue, Miami, Florida 33156.~~

III. Amendments to the Bylaws:

A. Amendments to various provisions of the Bylaws, as follows:

ARTICLE I
DEFINITIONS

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entitites, ~~of the fee simple title to any Lot.~~

ARTICLE IV
BOARD OF DIRECTORS

Section 1. The directors of the Association shall be elected at the annual meeting of the Members as specified in the Articles of Incorporation. The election shall be decided by plurality ~~majority~~ vote of all Members present in person or by absentee ballot and voting at the annual meeting.

Section 2. The Board of Directors shall consist of nine (9) Directors, who shall be elected by the members present, in person or by absentee ballot at the annual meeting of the members of the Association. Each Director shall be elected for a term of three (3) years. Only one member of a family (defined to include spouses, significant others, parents, children and siblings) may serve on the Board at any given time, even if different family members own more than one unit in Town Villas at Moon Lake. The Directors shall hold office until the successors have been elected and hold their first meeting, the intent and purpose remaining that the term of office of one third (1/3) of the Directors shall expire annually. The candidate(s) receiving the greatest number of votes shall be elected to replace those Directors whose terms have expired.

Section 5. Regular meetings of the Board of Directors may be held at any place or places within ~~Dade~~ Broward or Palm Beach County, Florida, on such days and at such hours as the Board of Directors may, by resolution, designate.

Section 6. ~~No notice shall be required to be given~~ Notice of any regular meeting of the Board of Directors, stating the time, place and purpose(s) thereof, shall be given to each Director not less than three (3) days by mail, or one (1) day by telephone or telegraph, prior to the meeting, and shall be posted conspicuously on the property at least 48 hours prior to the meeting.

Section 7. Special meetings of the Board of Directors may be called at any time by the President or by any two (2) members of the Board and may be held any place or places within ~~Dade~~ Broward or Palm Beach County, Florida, and at any time.

Section 8. Notice of each special meeting of the Board of Directors, stating the time, place and purpose or purposes thereof, shall be given by or on behalf of the President or by or on behalf of the Secretary or by or on behalf of any two (2) members of the Board to each member of the Board not less than three (3) days by mail, or one (1) day by telephone or telegraph, prior to the meeting, and shall be posted conspicuously on the property at least 48 hours prior to the meeting. However, written notice of any meeting (regular or special) at which special assessments will be considered or at which amendments to rules regarding parcel use will be considered must be mailed, delivered, or electronically transmitted to all Members and posted conspicuously on the property not less than fourteen (14) days before the meeting. Special meetings of the Board may also be held at any place and time without notice to the Directors by unanimous waiver of notice by all the Directors.

Section 9. Directors ~~(including designees of the Developer)~~ shall have the absolute right to resign at any time and the remaining directors in office shall then fill the vacancies, provided that if all directors resign, a special meeting of Members shall be called as soon as possible for the purpose of electing new directors and the resignations of such directors shall not be effective until such election is held and new directors are elected, except that if no meeting is held or no directors are elected after two (2) attempts to call and hold such meeting, the resignations shall become effective simultaneously with the date and time of the scheduled second meeting, whether held or not or whether new directors are elected or not.

* * *

ARTICLE VIII
AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of a majority of Members present and voting in person or by proxy, provided that the notice to the Members of the meeting discloses the information that the amendment of the By-Laws is to be considered; ~~provided, By-Law provisions which are governed by the Articles of Incorporation of this Association may not be amended except as provided in the Articles of Incorporation or applicable law; and provided further that any matters stated herein to be or which are in fact governed by the Declaration referred to herein may not be amended except as provided in such Declaration. Anything to the contrary herein notwithstanding, the Developer shall have the absolute right to amend these By-Laws and the Articles of Incorporation without the consent of the Members or the Board as long as the Developer owns any Lot.~~

* * *

B. Amendment to Article VI of the Bylaws, as follows:

ARTICLE VI
MEETINGS OF MEMBERS

* * *

Section 2. Special meetings of the Members for any purpose may be called at any time by the President, Vice President, the Secretary or Treasurer, or by any two (2) or more members of the Board of Directors, or upon written request of the Members who have a right to vote one-fifth (1/5) of all the votes of the entire membership, ~~or who have a right to vote one-fifth (1/5) of the votes of the Class A membership.~~

Section 3. Notice must may be given to the Members either personally, by electronic mail or by sending a copy of the notice through the mail, postage thereon fully paid, to his address appearing on the records of the corporation, and all notices shall additionally be posted conspicuously on the property. Each Member shall register his address with the Secretary, and notices of meetings shall be mailed to him at such address. Notice of any meeting, regular or special, shall be mailed, by regular mail or by electronic mail, or personally delivered, and posted conspicuously on the property, at least six (6) days² in advance of the meeting and shall set forth the general nature of the business to be transacted, ~~provided however, that if any business of any meeting shall involve any action governed by the Articles of Incorporation, notice of such meeting shall be given or sent as therein provided.~~

Section 4. At any meeting, the presence in person or by absentee ballot of Members entitled to cast ~~one-third (1/3)~~ thirty percent (30%) of the votes of the membership shall constitute a quorum for any action governed by these By-Laws.

* * *



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 Sharon R. Bock, CLERK & COMPTROLLER
 Pgs 0124 - 147; (24pgs)

Prepared by and Return To:
 Andrew P. Speranzini, Esquire
 Randall K. Roger & Associates, P.A.
 621 NW 53rd Street, Suite 300
 Boca Raton, Florida 33487

**CERTIFICATE OF AMENDMENT
 TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR TOWN
 VILLAS AT MOON LAKE; THE ARTICLES OF INCORPORATION OF TOWN
 VILLAS AT MOON LAKE HOMEOWNERS ASSOCIATION, INC.; AND THE BY-
 LAWS OF TOWN VILLAS AT MOON LAKE HOMEOWNERS ASSOCIATION, INC.**

WE HEREBY CERTIFY that the attached amendments to the Declaration of Covenants and Restrictions for Town Villas at Moon Lake ("Declaration"); the Articles of Incorporation of Town Villas at Moon Lake Homeowners Association, Inc. ("Articles"); and the By-laws of Town Villas at Moon Lake Homeowners Association, Inc. ("Bylaws"), all as recorded in Official Records Book 4926, Page 261, in the Public Records of Palm Beach County, Florida, were duly adopted in the manner provided in Article XI of the Declaration, Article VIII of the Articles, and Article VIII of the Bylaws.

IN WITNESS WHEREOF, we affixed our hands this 25 day of March, 2013, in Palm Beach County, Florida.

Executed in the presence of:

Andrew Bryer By: Lois Stein
 Signature of Witness Lois Stein, President

Andrew Bryer
 Printed Name of Witness

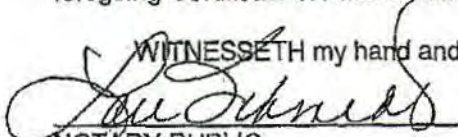
Astrid Pauchokian By: Ed Gerson
 Signature of Witness Ed Gerson, Secretary

Astrid Pauchokian
 Printed Name of Witness

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

On this 25 day of March, 2013, personally appeared Lois Stein and Ed Gerson, the President and Secretary, respectively, of Town Villas at Moon Lake Homeowners Association, Inc., who are personally known to me or who produced his/her driver's license as Identification, and acknowledged that he/she executed the foregoing Certificate of Amendment for the purpose therein expressed.

WITNESSETH my hand and seal this day and year last above written.



NOTARY PUBLIC
My Commission Expires:



AMENDMENTS TO DECLARATION OF COVENANTS AND RESTRICTIONS
FOR TOWN VILLAS AT MOON LAKE, THE ARTICLES OF INCORPORATION OF
TOWN VILLAS AT MOON LAKE HOMEOWNERS ASSOCIATION, INC.,
AND THE BY-LAWS OF TOWN VILLAS AT MOON LAKE
HOMEOWNERS ASSOCIATION, INC.

(additions indicated by underlining, deletions by "----" and
unaffected language by "...")

I. Amendments to the Declaration:

A. Amendment to Preamble of the Declaration, as follows:

THIS DECLARATION is made this 16th day of June, 1986, by WEITZER MOON LAKE, LTD., a Florida limited partnership (hereinafter referred to as "Developer") which declares that the real property described in Article II, which is owned by Developer, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth, and that such property and all owners thereof shall be governed by and subject to Chapter 720, Florida Statutes, as same may be amended from time to time.

B. Amendments to Article II, Section 2.1; Article III, Section 3.2; Article IV, Sections 4.1, 4.2(f), 4.4 and 4.6; Article VI, Sections 6.1, 6.5 and 6.8 (and the renumbering of Sections 6.9 and 6.10, as appropriate); Article VII, Section 7.1; and Article XI, Section 11.5 of the Declaration, to delete all references to the Developer, as follows:

ARTICLE II
Property Subject to This
Declaration; Additions Thereto

Section 2.1 Legal Description. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Palm Beach County, Florida, and is more particularly described in Exhibit A attached hereto, all of which real property, and all additions thereto, is herein referred to collectively as "The Properties." ~~Developer may from time to time bring other land under the provisions hereof by recording an amendment hereto executed with the formalities of a deed in the Public Records of Palm Beach County, Florida. Such additional land shall be added to The Properties upon the recording of such amendment, and it shall not be necessary for any other person (including, without limitation, Owners of Lots subject to this Declaration) to approve or consent to the addition of land to The Properties. Nothing herein shall obligate Developer to add to The Properties or to develop future portions of Town Villas at Moon Lake, or prohibit Developer from rezoning or changing the development plans with respect to such future portions of the Properties.~~

ARTICLE III
Membership and Voting
Rights in the Association

* * *

~~Section 3.2 Voting Rights. The Association shall have two (2) classes of voting Members:~~

~~Class A. Class A Members shall be all those Owners as defined in Section 3.1 with the exception of the Developer (as long as the Class B membership shall exist, and thereafter, the Developer shall be a Class A Member to the extent it otherwise would qualify). Class A All Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Section 3.1. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.~~

~~Class B. The Class B Member shall be the Developer. The Class B Member shall be entitled to one (1) vote for each Lot owned by Developer, plus two (2) votes for each vote which the Class A Members are entitled to cast from time to time, provided that the Class B membership shall cease and terminate upon the sooner of (i) the sale and conveyance of ninety percent (90%) of the Lots developed or to be developed in Town Villas at Moon Lake, or (ii) ten (10) years after the date of recording of this Declaration in the Public Records of Palm Beach County, Florida, or (iii) at any time prior to that date at the election of the Developer.~~

ARTICLE IV
Property Rights in the Common Areas

~~Section 4.1 Ownership. The Common Areas shall be conveyed to the Association for the joint and several use, in common, of the Owners of all Lots that may from time to time constitute part of The Properties in the manner specified herein. Immediately prior to the conveyance of the first Lot in Town Villas at Moon Lake to a bona fide third party purchaser, or sooner at Developer's option exercisable from time to time as to any portion or all of the Common Areas, the Developer, or its successors and assigns, shall convey and transfer to the Association the record fee simple title to the Common Areas (except those areas lying within dedicated areas or not capable of being legally described) and the Association shall accept such conveyance, holding title for the Owners as stated in the preceding sentence. Beginning upon the date . . . including taxes on any improvements and any personal property thereon accruing from and after the date these covenants are recorded, and such taxes shall be prorated between Developer and the Association as of the date of such recordation. Developer shall have the right from time to time to enter upon the Common Areas during periods of construction upon adjacent properties, and for the purpose of construction of any facilities on the Common Areas that Developer elects to build, and~~

~~Developer shall have the right to use the Common Areas for sales, displays and signs during the period of construction and sales of all of The Properties.~~

Section 4.2 Members' Easements. . . .

~~(f) The rights of the Developer provided in this Declaration and in the Articles of Incorporation and By-Laws of the Association.~~

Section 4.4 Maintenance. The Association shall at all times maintain in good repair, operate, manage and insure, and shall replace . . . including, but not limited to, the entry features, ~~and shall indemnify Developer and hold Developer harmless with respect thereto.~~ All work pursuant to this Section . . .

Section 4.6 Utility Easements. Public Utilities may be installed underground in the Common Areas when necessary for the service of The Properties or ~~other lands owned by Developer,~~ but all use of utility easements shall be in accordance with the applicable provisions of this Declaration.

ARTICLE VI

Covenant for Maintenance Assessments

Section 6.1 Creation of the Lien and Personal Obligation for the Assessments. ~~Except as provided in Section 6.8 hereof, the Developer for each Lot owned by it within The Properties hereby covenants and agrees, and each Each Owner of any Lot by acceptance of a deed therefore, whether or not . . .~~

Section 6.5 Duties of the Board of Directors. The Board of Directors of the Association shall fix the due . . .
The Association, through the action of its Board of Directors, shall have the power, but not the obligation, . . . firms or corporations ~~(including affiliates of the Developer)~~ for management services. . . .

~~Section 6.8 Effect on Developer. Notwithstanding any provision that may be contained to the contrary in this instrument, for so long as Developer is the owner of any Lot or undeveloped property within The Properties, the~~

~~Developer shall not be liable for assessments against such Lots, provided that Developer funds an amount equal to the amount of operating expenses (exclusive of reserves and management fees) incurred during such period of time not produced by assessments receivable from other Members of the Association. Developer may at any time and from time to time commence paying assessments as to Lots that it owns and thereby automatically terminate its obligation to fund deficits, but may at any time thereafter and from time to time again elect to follow the procedure specified in the preceding sentence. When all Lots within the Properties are sold and conveyed to purchasers, Developer shall have no further liability of any kind to the Association for the payment of assessments or deficits.~~

~~Section 6.98 Trust Funds. . . .~~

~~Section 6.10 Contribution to Operating Reserve. At the closing of title to each Lot sold by Developer, the Owner of the Lot shall pay a one-time charge of \$200.00 to the operating reserve fund of the Association. Each Lot Owner shall pay the \$200.00 charge on each Lot acquired by Owner. All contributions to the operating reserve fund shall be held by the Association as an operating reserve for common expenses or capital improvements, and said reserve shall be used and applied by the Association from time to time as it may be needed toward meeting deficits and for such other common purposes as the Association may deem necessary.~~

ARTICLE VII

Architectural Control Committee;
Limited Common Areas; Party Walls; Roofs; Easements

~~Section 7.1 Land Use and Building Type. No Lot shall be used except for residential purposes and no building constructed on a Lot shall be used except for residential purposes. The Developer shall in its sole discretion determine the type of dwelling unit to be erected on each Lot. Temporary uses of Lots by Developer for model homes, construction trailers, sales trailers, sales displays, parking lots, sales offices and other offices, or any one or combination of such uses, shall be permitted until permanent cessation of such uses takes place. No changes may be made in buildings erected by the Developer (except if made by the Developer) without the consent of the Architectural Control Committee as provided herein.~~

ARTICLE XI
GENERAL PROVISIONS

~~Section 11.5. Amendment. In addition to any other manner herein provided for the amendment of this Declaration, the covenants, restrictions, easements, charges and liens of this Declaration may be amended, changed~~

~~or added to at any time and from time to time upon the execution and recordation of a certificate of amendment executed by the Developer, for so long as it holds title to any Lot affected by this Declaration; or alternatively, by approval by a majority of the Members of the Association in attendance at a meeting at which a quorum of Members is present, provided that so long as the Developer is the Owner of any Lot affected by this Declaration, the Developer's consent must be obtained if such amendment, in the sole opinion of the Developer, affects its interest. Any amendment to this Declaration shall be effective upon the recording in the public records of Palm Beach County, Florida of a certificate of amendment, executed with the formalities of a deed by either the Developer or by any officer of the Association. Notwithstanding anything contained in this Declaration, the Articles of Incorporation, or the By-Laws of the Association to the contrary, until such time as that certain mortgage given by Developer to NCNB National Bank of Florida, dated May 6, 1985 and recorded in Official Records Book 4537, Page 0495, Public Records of Palm Beach County, Florida is satisfied of record, neither this Declaration, the Articles of Incorporation, nor the By-Laws of the Overall Association shall be amended without the prior written consent of the holder of such mortgage; provided, however, that such consent shall not be unreasonably withheld.~~

C. Amendment to Article III, Section 3.1 of the Declaration, as follows:

ARTICLE III
Membership and Voting
Rights in the Association

Section 3.1 Membership. Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot shall be a member of the Overall Association. Notwithstanding anything else to the contrary set forth in this Section 3.1, any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member of said Association.

D. Amendments to Article IV, Sections 4.1(a), 4.2(d)1. and 4.2(d)2.a. of the Declaration, as follows:

ARTICLE IV
Property Rights in the Common Areas

~~Section 4.1 Ownership. The Common Areas . . .~~
(a) The Association may assign certain portions of the Common Areas, to be known as Limited Common Non-Lot Areas, for the exclusive use of a particular Owner. The purpose of the exclusive assignment shall be to provide for the peaceful and orderly use of certain Common Areas by Owners. The Association may assign portions of the Common Areas as Limited Common Non-Lot Areas if they are used for driveways and entrance

walkways, which service a unit or if approved for the construction of a patio designed for use by a single unit. Any alterations to or structures erected upon Limited Common Non-Lot Areas shall be subject to approval by the ACC, prior to commencement of any alteration or construction thereupon, and shall also be in compliance with governmental regulations applicable to any alteration or construction thereupon: Any alterations or structures erected upon Limited Common Non-Lot Areas, including without limitation any patio, must be constructed in conformity with the plans approved by the ACC and any other conditions of such approval issued by the ACC, and any patio or other structure that is not constructed in compliance with any ACC approval shall, upon the written demand of the ACC or the Association's Board, be brought into compliance with the approval issued by the ACC and/or any plans approved by the ACC, failing which the ACC may enter onto the Owner's property to remove any non-conforming patio or structure, at the Owner's expense. The Association's entrance onto the Owner's property shall not be considered a trespass, and the Association shall have a lien on the subject Owner's property to collect the costs incurred by the Association in removing the non-conforming patio or structure and may foreclose on said lien in the same manner as if such lien were for unpaid assessments.

Section 4.2 Members' Easements. Each Member of the Association . . .

(d) . . .

1. The Association may assign exclusive use of a certain portion of the Common Areas, to be known as Limited Common Non-Lot Areas, to a particular Owner for the purpose of the use of a front entry driveway and walkway, and/or for construction of a patio to be constructed at the rear of the dwelling unit. The front entrance driveways and walkways currently exist, and an exclusive use right will be assigned to the Owner of the abutting Lot upon proper application to the Association. The construction, and all costs related thereto, including but not limited to, the costs of any tree removal and replanting, and any alteration to the sprinkler system, of any approved patio shall be at the sole cost of the owner who will have use rights to the Limited Common Non-Lot Area patio. The prior approval of the ACC of any such structure is required as is compliance with all governmental regulations applicable thereto including those applicable to the community as a whole. Nothing herein, nor the Association's approval, shall be deemed to imply that permission of governmental agencies is available for any or all of the owners who may desire to construct a patio. The owner with use rights to the Limited Common Non-Lot Area patio shall, in addition to the cost of construction, shall also be solely responsible for the cost of insurance, maintenance, repair, and replacement of said patio including any approved enclosure thereon, and shall be deemed to have agreed to indemnify, defend and hold Association harmless from and against any claim, cause of action, liability, loss, damage, injury, cost or expense in any way related to the assignment of such Limited Common Non-Lot Area to the owner and/or related to the construction or

existence of the patio, including without limitation for any injury suffered by any person while on the patio.

2. Manner of Assignment of Use Rights to Limited Common Non-Lot Areas.

a. The Board of Directors has the right to assign the exclusive use of a particular portion of the Common Areas to a particular Owner upon request by an Owner. Any Limited Common Non-Lot Area for use and construction of a patio at the rear of a home shall not: (i) extend out from the rear of the home more than 10 feet; (ii) shall be constructed in compliance with any plans approved by the ACC and any conditions imposed by the ACC, failing which the patio shall be brought into compliance with such ACC approval or removed, at the Owner's expense; (iii) shall not overlap or be located in front of the existing lanai for the subject Unit and shall not extend more than approximately 16 feet in length, from the side of the door jamb farthest from the Unit's wall abutting the bedroom and may not in any event be extended past any party wall; and; (iv) the total square footage of any approved patio shall not exceed 168 square feet. The assignment of exclusive use shall be made by describing the particular Common Area by reference thereto in a document entitled "Assignment of Use Rights to Limited Common Non-Lot Area" which shall be delivered to the Owner to which use is assigned. The use rights for any Limited Common Non-Lot Area may only be assigned by the Board to the Owner of the Lot abutting the Limited Common Non-Lot Area. ~~The Association shall maintain a book ("Book") for the purpose of listing each assignee of each Limited Common Non-Lot Area and the transfers thereof. Upon assignment of such Limited Common Non-Lot Area by the Board, the Board shall record the transfer in the Book, and the Owner to which its use is assigned shall have the exclusive right to the use thereof. Upon conveyance or passing of title to the Lot to which the Assignment of Use Rights to Limited Common Non-Lot Area has been made, the Owner making the conveyance of title shall execute notice of transfer to the Association which shall thereupon cause to be executed in the name of the grantee or transferee of such Lot, a new "Assignment of Use Rights to Limited Common Non-Lot Area" and record the transfer in the Book.~~

E. Amendment to Article V of the Declaration, which currently has been left blank and contains no substantive provisions, to add provisions to Article V, as follows:

ARTICLE V

[This paragraph intentionally left blank.]
Use Restrictions

Section 5.1 Pets. An Owner, tenant or lessee may keep on his/her property one (1) dog or one (1) cat, which must be spayed or neutered, together with domestic birds and fish; provided, however, that any dog or cat, when fully grown, must be no more than twenty (20) pounds. Any cat or dog must be leashed or carried at all times when outside the confines of the Owner's home or Lot. Owners must clean up after their pet(s) by immediately cleaning any

pet urination and solid waste within the Common Areas and disposing of any solid waste in an appropriate receptacle. Any dog or cat must not interfere with the peace or tranquility of other Owners or occupants, and must not become a nuisance, failing which the Owner (or tenant/lessee) must remove the pet from the Owner's or lessee's home and/or Lot and from The Properties. No dangerous breed of dog, as determined by the Board in its absolute and sole discretion, may be kept in home or Lot located within The Properties, regardless of the weight of such animal. Initially, dangerous breeds shall be deemed to include, without limitation, Pit Bulls, Staffordshire Bull Terriers, American Staffordshire Terriers, Rottweilers, German Shepherds, Huskies, Alaskan Malamutes, Doberman Pinschers, Chow-Chows, Akitas, Boxers, Dalmatians, Presa Canarios, Shar Peis, and Mastiffs (or any mixed breed with any of the foregoing). The Board of Directors shall have the authority to adopt by Rule further criteria regarding pets and restrictions related to pets. Any violation of these provisions and/or any additional rules or regulations adopted by the Association from time to time shall entitle the Association to seek injunctive relief to enforce these restrictions and/or to seek the removal of any pet from The Properties, and the prevailing party in any such action shall be entitled to be reimbursed for the party's attorney's fees and costs.

Section 5.2 Vehicles and Parking. No commercial vehicles, trucks, panel vans or oversized vehicles shall be parked overnight in any Owner's driveway or on any portion of any Lot. A truck or commercial vehicle shall be defined to include trucks and vehicles with affixed commercial equipment or other vehicles which shall be used or which are ordinarily intended to be used for a commercial purpose. Such exclusion shall be further defined, but not limited to, any motor vehicle bearing commercial lettering, logo, or commercially identifiable coloring, related to the marketing or advertising of any business on any portion of the vehicle (as distinguished from factory installed lettering), or any vehicle, motorized or otherwise, clearly designed for a purpose other than the transportation of persons, including but not limited to pick-up trucks, modified automobiles or trucks or conversion flatbed automobiles containing materials regularly used in trade or business visible from outside the vehicle. Such materials may include, but need not be limited to, ladders, scaffolding, mechanical or trade tools, supplies, or any other such materials which would represent commercial activity as the Board may determine in its sole discretion. Owners, to the extent possible, shall first park all vehicles in the Owner's garage, and shall only use the Owner's driveway for the parking of excess vehicles that do not fit into the Owner's garage. The Board of Directors shall have the authority to adopt by Rule further criteria regarding the definition of trucks or commercial vehicles or restrictions related to vehicles and/or parking. Additionally, the Association shall have the right and authority to have any vehicle that is parked in violation of this restriction, or any restriction found in the Association's rules and regulations (whether due to the vehicle itself being prohibited or the vehicle being parked impermissibly), towed away at the owner's sole cost and expense, regardless of where the vehicle is located, and the Association shall not be held responsible for any liability or trespass in connection with such towing.

Section 5.3 Single-Family Residential Use. Each Lot and any home located thereon, whether owned at any time by a natural person, corporation, partnership, trust or other entity, shall be for single-family residential use only and no commercial occupation or activity may be carried on in any Lot or home. Each Lot and/or home shall be occupied only by a family, and guests, as a residence and for no other purpose. If any entity owns a Lot, such entity must specify one individual, which individual shall be the only person entitled to occupy the Lot or any home located thereon, along with that individual's family members and guests. In no event shall any Lot or home be used in any manner inconsistent with its use and occupancy by a single family unit. A family shall be defined to include an individual's spouse (or significant other), parent(s), sibling(s) and/or children (but only those children age 18 and older). If any guest (which does not include any Owner's or lessee's family members) occupies a Lot or home for more than 30 consecutive days, such guest shall be considered a tenant, regardless of whether there is any oral or written lease, and shall be subject to all of the conditions stipulated in Article IX of this Declaration pertaining to the leasing of Lots or homes, including without limitation the written approval of the Association for such occupancy. No guest shall be allowed to occupy any Lot or home in the Owner's absence unless the Owner or approved lessee first notifies the Association in writing of the name, age, date of arrival and identification of any vehicle that will be used by such guest, together with any other information reasonably required by Association, and only upon the Association's prior written approval of the occupancy of the Lot and/or home by such guest in the Owner's or approved lessee's absence. Additionally, no guest may occupy any Lot or home in the Owner's or approved lessee's absence for more than thirty (30) days, in the aggregate, in any twelve (12) month period.

Section 5.4 Sale or Leasing of Lots. No Owner may sell or lease the Owner's home or Lot, unless such sale or lease is approved in writing by the Board of Directors, as provided in Article IX of this Declaration. No individual rooms may be rented and no transient tenants may be accommodated; only the entire Lot and/or home may be rented. Owners shall comply with the additional leasing restrictions found in Article IX of this Declaration.

Section 5.5 Signs. No sign of any kind, except for a sign advertising a Security Company and/or the presence of a security system (in accordance with design standards adopted by the ACC), shall be displayed to the public view on The Properties.

Section 5.6 Awnings/Canopies/Shutters. No awning, canopy, shutter, enclosure or other projection shall be attached to or placed upon the outside walls or roof of the dwelling unit or on the lot and on the rear limited common non-lot patio, except as approved by the Architectural Control Committee. Notwithstanding the above, a canopy/awning may be attached to the roof of the screened enclosure with the prior approval of the Architectural Control Committee. No wall or partition or additional door or sliding doors or shutters of any kind may be added or attached to the frame or screened enclosure.

Section 5.7 Rules and Regulations. The Association's Board of Directors shall have the right from time to time to adopt new and/or amend existing rules and regulations governing the use of the Common Elements and of parcels throughout the community, as long as no provision adopted by rule conflicts with any provision of this Declaration.

F. Amendment to Article VI, Sections 6.5, 6.6 and 6.7 of the Declaration, as follows:

ARTICLE VI
Covenant for Maintenance Assessments

Section 6.5 Duties of the Board of Directors. The Board of Directors . . .

~~The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing signed by an officer of the Association, setting forth whether such assessment has been paid as to any particular Lot. Such certificate shall be conclusive evidence of payment of any assessment to the Association therein stated to have been paid. Within fifteen (15) days after the date on which a request for an estoppel certificate is received from any Owner or mortgagee, or his or her designee, the Association shall provide a certificate signed by an officer or authorized agent of the Association stating all assessments and other moneys owed to the Association by the Owner or mortgagee with respect to the Lot. The Association may charge a fee for the preparation of such certificate, and the amount of such fee must be stated on the certificate. . . .~~

Section 6.6 Effect of Non-Payment of Assessment; the Personal Obligation; the Lien; Remedies of the Association. If any assessment is not paid . . .

~~If any installment of an assessment is not paid within fifteen (15) days after the due date, at the option of the Association, a late charge not greater than the amount of such unpaid installment in the highest amount allowed under applicable law, as same may be amended from time to time, may be imposed . . . and all sums due shall bear interest from the dates when due until paid at the highest lawful rate permitted by Florida law, as same may be amended from time to time. . . .~~

~~In addition to the rights of collection of assessments . . . until an estoppel letter is received from the Association acknowledging payment in full of all assessments and other sums due; provided, however, that the provisions of this sentence shall not be applicable to the mortgagees and purchasers contemplated by Section 6.7 of this Article. . . .~~

Section 6.7 Subordination of the Lien. The lien of any assessment provided for in this Article VI shall be subordinate to tax liens and to the lien of any

(a) Notice to Association. An Owner intending to make a sale or lease of his Lot or any home located thereon or any interest therein shall give written notice to the Association of such intention, together with the name and address and contact information of the intended purchaser or lessee, such other information as the Association reasonably may require and the terms of the proposed transaction (to include without limitation a copy of the fully executed sales contract and/or lease). The Board of Directors may require the proposed purchaser or lessee to undergo a personal interview with the Board or with an appropriate committee. The notice required shall be in the form of an Application for Purchase or Lease as may be proscribed by the Association, which application may include without limitation bank and personal references.

(b) Election of Association. Within thirty (30) days after receipt of such notice and all required information, payment of the transfer fee specified below, and completion of any personal interview required or requested by Association, the Board of Directors of the Association shall either approve or disapprove of the transaction. The approval of the Board of Directors of the Association of any sale shall be in recordable form, signed by any two members of the Board, and shall be delivered to the purchaser. The failure of the Association to act within thirty (30) days shall be deemed to constitute approval, following which the Association nevertheless shall prepare and deliver written approval in recordable form, as aforesaid. The Board of Directors may disapprove the transaction in the event there are reasonable grounds to do so, including but not limited to, the purchaser or lessee or members of their families who intend to occupy the Lot are not of good moral character, or that their occupancy will be in violation of certain provisions of the Declaration, Bylaws or Rules and Regulations, as amended from time to time, or that the purchaser or lessee does not appear to have the financial ability to maintain the ordinary carrying charges of the Lot or the tenancy, or that the seller or lessor is delinquent in paying any monetary obligation to the Association, or that the unit may be occupied by a total number of persons so as to make the occupancy thereof either illegal or inappropriate under present housing standards as reflected by either municipal ordinance or Association rule, or for purposes other than those for which the unit was customarily intended and used, or that approval of the transaction may interfere with the quiet enjoyment of other units, or the common facilities, taking into consideration the current standards of the community, or for any other reasonable grounds determined by the Board of Directors in its sole and absolute discretion. If the Board of Directors disapproves any proposed sale or lease, the Board shall notify the Owner of the Board's disapproval (with no obligation to provide the reasons therefore), and the sale or lease shall not be made. Any attempt by an Owner to sell or lease a Lot or any home located thereon in violation of the terms specified in this Declaration shall be a breach of this Declaration and shall be wholly null and void, and shall confer no title or interest whatsoever upon the intended purchaser or lessee.

(c) Transfer fee. The Association shall be entitled to a transfer fee in the highest amount permitted by law, as same may be amended from time to time, and if no such amount is provided by law, then in the amount of \$150.00 per person, except for a husband/wife or parent/dependent child, who shall be considered one applicant, or any other amount as the Board of Directors may determine from time to time by Board rule (but in no event less than the reasonable cost of obtaining a credit report and criminal background check), which sum shall cover the cost of investigation and necessary legal work to transfer membership in the Association, or an interest in a Lot pursuant to a lease.

Section 9.2 Leasing: No Owner may lease his or her Lot or any home located thereon for a period of eighteen (18) months from the date of recording of the instrument conveying title to the Owner or the date of the recording of the Certificate of Approval of ownership, whichever is later. If a Lot is conveyed with a tenant in possession, such tenant may, at the Board's sole and absolute discretion, remain in possession until the expiration of the existing lease, but the lease shall not be renewed or extended. If the tenant is allowed to remain, the 18-month lease moratorium shall commence upon the later of the expiration or termination of such existing lease term or the tenant's vacation of the leased premises, and the subject Owner shall not thereafter lease the Lot or any home located thereon for eighteen (18) months from such date. The term of any lease may not be less than six (6) consecutive months plus one day or more than twelve (12) consecutive months. No lease shall be extended beyond the initial lease period without the Owner first obtaining the written approval of the Board and any such extension(s) shall be for maximum periods of one (1) year. The Board shall require the Owner seeking such approval to furnish Notice as provided above. The lease shall include a provision (or, if it does not, shall be deemed to provide) that the lessee agrees to abide by and comply with all of the terms and restrictions of the Declaration and rules and regulations of the Association and shall provide that the Association shall have authority, but not the obligation, to act as the Owner's or lessor's agent in enforcing any compliance with either the terms of the lease or the rules and regulations of the Association. In the event the sole Owner of a Lot is married, and residing in the home located on said Lot with his/her spouse, if the owning spouse dies, the remaining spouse is exempted from the 18-month ownership requirement. Any Owner wishing to lease his Lot or any home located thereon shall pay a security deposit to Association, in the maximum amount permitted by law (and if there is no applicable law, then in an amount equal to one (1) month's rent, or such other amount determined by the Board from time to time by Board rule, but in no event less than \$500.00 or such other amount determined by Board rule from time to time). The Owner and tenant shall be jointly and severally liable to the Association for any sum which may be required to be paid by the Association to repair damage to the common elements or to Association Property or to pay claims for injury to persons or damages to property of others caused by the negligence or misconduct of the tenant or the tenant's family members, guests, or invitees. Such sums shall become the personal obligation of the Owner and be imposed as a lien

against the Lot in the same fashion as if said sums represented monies due for unpaid assessments. Association may make claims against the Owner's security deposit, and any claims against the security deposit, and the return of the security deposit, shall be governed by Chapter 83, F.S., as same may be amended from time to time. If Association makes any claim against the security deposit, the Owner shall deposit additional sums with Association as necessary to replenish the funds claimed by Association, so that the security deposit held by Association is at all times equal to the maximum amount permitted by law (and if there is no applicable law, then in an amount equal to one (1) month's rent). If such deposit is not fully replenished within ten (10) days of Association's written request, Association may special assess the Lot and/or Owner for such sum, subject to the provisions of this Declaration. Each lease of a Lot or any home located thereon shall specifically provide (or, if it does not, shall be automatically deemed to provide) an express statement that a material condition of the lease shall be the Owner's Collateral Assignment of Rents on each such leased premises to the Association, which Collateral Assignment of Rents shall become absolute upon default of the Owner to timely meet any payment obligation to the Association (whether regular or special assessments, fines, fees or any other charges), as same may arise from time to time. In the event of such default by the Owner, the Association shall provide ten (10) days written notice to the Owner and the tenant that all subsequent rent payments are to be forwarded by the tenant directly to the Association, until otherwise notified, which rent payments shall be applied to any past due sums owed by the Owner to the Association, with any excess, if any, being returned to the Owner. Notwithstanding anything to the contrary herein, in the event of default by the tenant to forward rent directly to the Association, the Association may immediately commence legal action to terminate the lease subject to the provisions of Florida law and this Declaration, and secure the removal of the tenant. Any and all fees and costs incurred, including without limitation attorneys' fees, shall be recoverable from the Owner, and same shall constitute an assessment subject to the provisions of this Declaration. At the Board's option, Board approvals of any lease may be withheld or revoked should any amounts for assessments, fees or other charges due to the Association remain delinquent after thirty (30) days notice to the Owner/landlord and tenant of such delinquency at which time tenant shall be required to immediately vacate and relinquish tenancy of the Lot/home. The Board may terminate a lease after two (2) written notices to the Owner and the tenant of any violations by either the Owner or tenant of this Declaration or the Association's rules and regulations. The tenant shall vacate the Lot/home within ten (10) days of the date of the second notice. The liability of the Owner under these covenants shall continue notwithstanding the fact that the Owner may have leased or rented the Owner's Lot as provided herein. Every purchaser, tenant or lessee shall take subject to this Declaration and the By-Laws of the Association and the provisions of Chapter 720 of the Florida Statutes.

I. Amendment to Article X, Section 10.1 of the Declaration, to clarify the governing rules and regulations, and to Section 10.3 of the Declaration, to delete the existing provision in its entirety and replace it with the following, as follows:

ARTICLE X
Rules and Regulations

Section 10.1 Compliance by Owners. Every Owner and his tenants, guests, invitees and agents shall comply with any and all rules and regulations adopted by the Overall Association as contemplated in Article IV, Section 4.2 and in Article V, Section 5.6 hereof.

Section 10.3 Fines and Suspensions. In addition to any other methods of enforcement that may be provided elsewhere in this Declaration, the Board, through an enforcement committee comprised of at least three (3) members appointed by the Board in accordance with Florida Statutes, as same may be amended from time to time, may levy fines and/or suspensions against a Lot and/or Owner for the failure of the Owner, or his/her tenant, occupant, guest, licensee or invitee (for purposes of this Article X, Section 10.3 of the Declaration, such parties are collectively referred to hereafter, as applicable, as "Owner"), to comply with any provision of the governing documents and rules of the Association. Such fines and/or suspensions must be levied in accordance with the provisions of Florida Statutes, as same may be amended from time to time.

(a) Notice. The Association shall provide the notice specified in the Florida Statutes, as same may be amended from time to time, and if the Statute does not specify the required notice, then by provision of at least fourteen (14) days advance written notice to the Owner of the alleged infraction(s), and of the date, time and place of the hearing to be held before the Association's enforcement committee and of the Owner's opportunity to attend the hearing. The Owner shall have the right and opportunity to attend the hearing, and to be represented by counsel if the Owner so chooses, and to present evidence as to why the proposed fine and/or suspension should not be imposed. If the Owner does not attend the hearing, for whatever reason, the hearing may still proceed in the Owner's absence.

(b) Hearing. The alleged violation shall be presented to the Association's enforcement committee, which may hear arguments from the Association's representative as to why the fine and/or suspension should be imposed, and from the Owner or Owner's counsel as to why the fine and/or suspension should not be imposed. After the hearing, the written findings of the enforcement committee shall be submitted to the Board, including whether the committee agrees to the imposition of any fine (and the amount of such fine) and/or suspension.

(c) Fine/Suspension. Upon review of the enforcement committee's findings, the Board may levy a fine and/or suspension against the Lot and/or Owner for

which the Owner of the Lot shall be responsible. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing. However, the fine may not exceed \$100 per violation (with no limit on the aggregate amount of the fine), or some higher amount if allowed by law, as same may be amended from time to time. A fine of less than \$1,000 may not become a lien on the Lot, unless applicable law, as amended from time to time, allows for such fine to become a lien. Additionally, the Association may suspend, for a reasonable period of time, the right of the Owner to use the common elements, common facilities or any other Association property for failure of the Owner to comply with any provision of the Association's governing documents or its rules and regulations. However, if the enforcement committee does not agree to the imposition of a fine or suspension, no such fine or suspension may be imposed. If the Board agrees with the enforcement committee's decision to impose a fine and/or suspension, the Board shall notify the affected parties in writing of the imposition of such fine and/or suspension. If an Owner is more than ninety (90) days delinquent in paying any monetary obligation due to Association, the Association's Board may suspend the voting rights of the Lot or member, and/or the right of the Owner to use common elements, common facilities or any other Association property until the monetary obligation is paid in full, and the notice and hearing requirements specified herein shall not apply to any suspension imposed as a result of such Owner's 90-day delinquency. Additionally, any suspension imposed as a result of an Owner's 90-day delinquency must be approved at a properly noticed Board meeting (which Board meeting need be held only once, if the Board adopts a policy that all Owners who are or who become more than 90 days delinquent will be subject to such suspensions) and upon approval, the Association must notify the Owner of such suspension by mail or hand delivery. A voting interest or consent right allocated to any Lot or member which has been suspended by the Association may not be counted towards the total number of voting interests necessary to constitute a quorum, the number of voting interests required to conduct an election, or the number of voting interests required to approve an action under Chapter 720, Florida Statutes, or the Association's governing documents.

(d) Payment of Fines. Fines shall be paid no later than ten (10) days after notice to the Owner of the levying of the fine.

(e) Non-Exclusive Remedy. The fines and/or suspensions shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled.

(f) Failure of an Owner to pay a fine levied against his/her Lot, or the existence of a suspension, may result in a disapproval by the Association of a proposed sale or lease of the subject Lot while such fine goes unpaid.

II. Amendments to the Articles:

A. Amendment to the preamble to the Articles, as follows:

The undersigned incorporators, desiring to form a corporation not for profit under Chapter 617, Florida Statutes, as amended from time to time, hereby adopt the following Articles of Incorporation:

B. Amendments to various provisions of the Articles, as follows:

ARTICLE II
PURPOSES AND POWERS

f. Enter into contracts to provide the services for operation and maintenance of the Properties and the Association, and to delegate to the party with whom such contract has been entered into ~~(which may be an affiliate of the Developer)~~ the powers and duties of the Association, except those which require specific approval of the Board of Directors or Members.

ARTICLE III
MEMBERS

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

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

~~Class A. Class A Members shall be all those Owners as defined in Section 1 with the exception of Weitzer Moon Lake, Ltd., a Florida limited partnership herein referred to the "Developer" (as long as the Class B membership shall exist and thereafter, the Developer shall be a Class A Member to the extent it would otherwise qualify). Class A All Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.~~

~~Class B. The Class B Member shall be the Developer. The Class B Member shall be entitled to one (1) vote, plus two (2) votes for each vote which the Class A Members are entitled to cast from time to time, provided that the Class B membership shall cease and terminate upon the sooner of (i) the~~

~~sale and conveyance of ninety percent (90%) of the Lots developed or to be developed in Town Villas at Moon Lake, or (ii) ten (10) years after the date the Declaration is recorded in the Public Records of Palm Beach County, or (iii) at any time prior thereto at the election of the Developer.~~

Section 3. Meetings of Members. . . . A quorum for the transaction of business at any meeting of the Members shall exist if ~~one-third (1/3)~~ thirty percent (30%) of the total number of Members in good standing shall be present, in person or by proxy, ~~or represented~~ at the meeting.

ARTICLE V
BOARD OF DIRECTORS

~~Section 2. Original Board of Directors. The names and addresses of the first Board of Directors of the Association, who shall hold office until such time as the Developer no longer holds the majority of the votes to be cast by the Members of the Association, shall be as follows:~~

Name	Address
Harry Weitzer	9990 S. W. 77 th Avenue Miami, Florida 33156
Estelle Burnside	9990 S. W. 77 th Avenue Miami, Florida 33156
Steven C. Klein	9990 S. W. 77 th Avenue Miami, Florida 33156

~~Section 32. Election of Members of Board of Directors. Except for the first Board of Directors, Directors shall be elected by the Members of the Association at the annual meeting of the membership as provided by the By-Laws of the Association, and the By-Laws may provide for the method of voting in the election of directors and for the removal from office of directors. All directors shall be members of the Association residing in Town Villas at Moon Lake or shall be authorized representatives, officers, or employees of corporate members of the Association, or designees of the Developer. Only one member of a family (defined to include spouses, significant others, parents, children and siblings) may serve on the Board at any given time, even if different family members own more than one unit in Town Villas at Moon Lake.~~

~~Section 43. Duration of Office. Except for the first Board of Directors, Members elected to the Board of Directors shall hold office for the terms set forth in the By-Laws.~~

Section 54. Vacancies. If a director elected by the general membership shall for any reason cease to be a director, the remaining Directors so elected may elect a successor to fill the vacancy. The successor shall hold office only until the next election of Directors at the annual meeting of the Members of the Association. Any remaining balance of the term shall be filled at that time by a vote of the Members as provided in the By-Laws.

ARTICLE VI OFFICERS

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

<u>Name and Office</u>	<u>Address</u>
<u>President: Harry Weitzer</u>	<u>9990 S. W. 77th Avenue</u> <u>Miami, Florida 33156</u>
<u>Vice President: Estelle Burnside</u>	<u>9990 S. W. 77th Avenue</u> <u>Secretary Miami, Florida 33156</u>
<u>Treasurer: Steven C. Klein</u>	<u>9990 S. W. 77th Avenue</u> <u>Miami, Florida 33156</u>

ARTICLE IX INCORPORATORS

The names and addresses of the Incorporators of the Association are:

<u>Name</u>	<u>Address</u>
<u>Harry Weitzer</u>	<u>9990 S. W. 77th Avenue</u> <u>Miami, Florida 33156</u>
<u>Estelle Burnside</u>	<u>9990 S. W. 77th Avenue</u> <u>Miami, Florida 33156</u>
<u>Steven C. Klein</u>	<u>9990 S. W. 77th Avenue</u> <u>Miami, Florida 33156</u>

ARTICLE IX INDEMNIFICATION

Section 6. the provisions of this Article IX may not be amended.

ARTICLE XI
REGISTERED AGENT

~~Until changed, Estelle Burnside shall be the registered agent of the Association and the registered office shall be as designated on the website of the Florida Secretary of State's office at 9990 S. W. 77th Avenue, Miami, Florida 33156.~~

III. Amendments to the Bylaws:

A. Amendments to various provisions of the Bylaws, as follows:

ARTICLE I
DEFINITIONS

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, ~~of the fee simple title to any Lot.~~

ARTICLE IV
BOARD OF DIRECTORS

Section 1. The directors of the Association shall be elected at the annual meeting of the Members as specified in the Articles of Incorporation. The election shall be decided by plurality ~~majority~~ vote of all Members present in person or by absentee ballot and voting at the annual meeting.

Section 2. The Board of Directors shall consist of nine (9) Directors, who shall be elected by the members present, in person or by absentee ballot at the annual meeting of the members of the Association. Each Director shall be elected for a term of three (3) years. Only one member of a family (defined to include spouses, significant others, parents, children and siblings) may serve on the Board at any given time, even if different family members own more than one unit in Town Villas at Moon Lake. The Directors shall hold office until the successors have been elected and hold their first meeting, the intent and purpose remaining that the term of office of one third (1/3) of the Directors shall expire annually. The candidate(s) receiving the greatest number of votes shall be elected to replace those Directors whose terms have expired.

Section 5. Regular meetings of the Board of Directors may be held at any place or places within ~~Dade~~ Broward or Palm Beach County, Florida, on such days and at such hours as the Board of Directors may, by resolution, designate.

Section 6. ~~No notice shall be required to be given~~ Notice of any regular meeting of the Board of Directors, stating the time, place and purpose(s) thereof, shall be given to each Director not less than three (3) days by mail, or one (1) day by telephone or telegraph, prior to the meeting, and shall be posted conspicuously on the property at least 48 hours prior to the meeting.

Section 7. Special meetings of the Board of Directors may be called at any time by the President or by any two (2) members of the Board and may be held any place or places within ~~Dade~~ Broward or Palm Beach County, Florida, and at any time.

Section 8. Notice of each special meeting of the Board of Directors, stating the time, place and purpose or purposes thereof, shall be given by or on behalf of the President or by or on behalf of the Secretary or by or on behalf of any two (2) members of the Board to each member of the Board not less than three (3) days by mail, or one (1) day by telephone or telegraph, prior to the meeting, and shall be posted conspicuously on the property at least 48 hours prior to the meeting. However, written notice of any meeting (regular or special) at which special assessments will be considered or at which amendments to rules regarding parcel use will be considered must be mailed, delivered, or electronically transmitted to all Members and posted conspicuously on the property not less than fourteen (14) days before the meeting. Special meetings of the Board may also be held at any place and time without notice ~~to the Directors~~ by unanimous waiver of notice by all the Directors.

Section 9. ~~Directors (including designees of the Developer)~~ shall have the absolute right to resign at any time and the remaining directors in office shall then fill the vacancies, provided that if all directors resign, a special meeting of Members shall be called as soon as possible for the purpose of electing new directors and the resignations of such directors shall not be effective until such election is held and new directors are elected, except that if no meeting is held or no directors are elected after two (2) attempts to call and hold such meeting, the resignations shall become effective simultaneously with the date and time of the scheduled second meeting, whether held or not or whether new directors are elected or not.

ARTICLE VIII
AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of a majority of Members present and voting in person or by proxy, provided that the notice to the Members of the meeting discloses the information that the amendment of the By-Laws is to be considered; ~~provided, By-Law provisions which are governed by the Articles of Incorporation of this Association may not be amended except as provided in the Articles of Incorporation or applicable law; and provided further that any matters stated herein to be or which are in fact governed by the Declaration referred to herein may not be amended except as provided in such Declaration. Anything to the contrary herein notwithstanding, the Developer shall have the absolute right to amend these By-Laws and the Articles of Incorporation without the consent of the Members or the Board as long as the Developer owns any Lot.~~

B. Amendment to Article VI of the Bylaws, as follows:

ARTICLE VI
MEETINGS OF MEMBERS

Section 2. Special meetings of the Members for any purpose may be called at any time by the President, Vice President, the Secretary or Treasurer, or by any two (2) or more members of the Board of Directors, or upon written request of the Members who have a right to vote one-fifth (1/5) of all the votes of the entire membership, ~~or who have a right to vote one-fifth (1/5) of the votes of the Class A membership.~~

Section 3. Notice ~~must~~ may be given to the Members either personally, by electronic mail or by sending a copy of the notice through the mail, postage thereon fully paid, to his address appearing on the records of the corporation, and all notices shall additionally be posted conspicuously on the property. Each Member shall register his address with the Secretary, and notices of meetings shall be mailed to him at such address. Notice of any meeting, regular or special, shall be mailed, by regular mail or by electronic mail, or personally delivered, and posted conspicuously on the property, at least six (6) days' in advance of the meeting and shall set forth the general nature of the business to be transacted, ~~provided however, that if any business of any meeting shall involve any action governed by the Articles of Incorporation, notice of such meeting shall be given or sent as therein provided.~~

Section 4. At any meeting, the presence in person or by absentee ballot of Members entitled to cast ~~one-third (1/3)~~ thirty percent (30%) of the votes of the membership shall constitute a quorum for any action governed by these By-Laws.



CFN 20040177476
OR BK 16746 PG 1536
RECORDED 04/01/2004 14:43:00
Palm Beach County, Florida
Dorothy H Wilken, Clerk of Court

LARRY E. SCHNER, ESQ.
750 So. Dixie Highway
Boca Raton, FL 33432

**AMENDMENT
TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
TOWN VILLAS AT MOON LAKE
HOMEOWNERS ASSOCIATION, INC.**

THIS AMENDMENT is made this 24 day of FEBRUARY, 2004, by TOWN VILLAS AT MOON LAKE HOMEOWNERS ASSOCIATION, INC., ("TOWN VILLAS") pursuant to the Declaration of Covenants and Restrictions ("Declaration"), recorded on July 1, 1986 in Official Record Book 4926, Page 0261, of the Public Records of Palm Beach County, Florida, as amended.

WHEREAS, Article XI, Section 11.5, of the Declaration for TOWN VILLAS authorizes the Declarant to amend the Declaration upon the approval by a majority of the Members of the Association in attendance at a meeting at which a quorum of Members is present.

WHEREAS, the Amendment set forth herein is for the purpose of amending the Declaration for TOWN VILLAS.

WHEREAS, the amendment set forth does not materially affect a unit owner's share of the common elements nor impair or prejudice the rights and priorities of lienors or mortgagees.

NOW, THEREFORE, Declarant makes this Amendment to the Declaration as follows:

I. This Amendment hereby amends the Rules and Regulations, Exhibit E, Section 2 of the Declaration as follows:

"No Lot or any portion thereof may be leased for eighteen (18) months after the date of purchase. No Lot, or any portion thereof, may be leased by an Owner for a period of less than 6 months. In the event that an Owner leases his Lot in accordance herewith, the Owner shall deposit in escrow with the Association a Common Area security deposit in the amount of \$500.00, which security deposit may be used by the Association to repair, any damage to the Common Areas resulting from acts or omissions of tenants (as determined in the sole discretion of the Association). The Owner of a lot will be jointly and severally liable with his tenant to the Association for any amount in excess of \$500.00 which is required by the Association to make repairs or to pay any claim for injury or property damage caused by tenant's negligence. Any

balance remaining in the escrow account, less an administrative charge not to exceed \$50.00, shall be returned to the Owner within ninety (90) days after the tenant (and all subsequent tenants of Owner) permanently move out.

II. Except as amended and modified herein, all other terms and conditions of the Declaration of TOWN VILLAS shall remain in full force and effect according to their terms.

III. This Amendment has been proposed and adopted by a majority of the Members of the Association in attendance at a meeting at which a quorum is present.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to the Declaration for TOWN VILLAS, to be executed by the duly authorized officer, this 24 day of FEBRUARY, 2004.

WITNESSES:

TOWN VILLAS AT MOON LAKE
HOMEOWNERS ASSOCIATION, INC.

Patricia Turner
WITNESS

PATRICIA TURNER
(Print name)

Lori Schmidt
WITNESS

LORI SCHMIDT
(Print name)

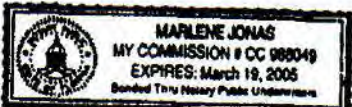
BY: Isidore Pickman

STATE OF FLORIDA
COUNTY OF PALM BEACH

THE FOREGOING instrument was acknowledge before me this 24 day of February, 2004, by Isidore Pickman, President of Town Villas at Moon Lake Homeowners Association, Inc., who was personally known to me or who has produced (Florida Driver's License) as identification.

WITNESS my hand and official seal at the County and State aforesaid this 24 day of February, 2004.

Marlene Jones
Notary Public
My commission expires:



Page 6. 1002/1
6201 NW 6th Way
STE 105
Pt LIND. Fl 33309 ✓

NOV-06-1997 9:19am 97-397298
ORB 10071 Pg 97
1

AMENDMENT TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS FOR
TOWN VILLAS AT MOON LAKE

(additions indicated by underlining, deletions by "----",
and unaffected language by ". . .")

ARTICLE I
Definitions

The following words when used in this Declaration and in the exhibits hereto, including the Articles of Incorporation and Bylaws (unless the context shall prohibit) shall have the following meanings:

1.6. "Limited Common Lot Areas" shall mean and refer to those portions of each Lot and each Dwelling Unit which are owned by an Owner and used exclusively by such Owner, but shall be maintained by the Association in the same manner that the Common Areas are maintained by the Association. The Limited Common Lot Areas shall ~~include~~ consist of the exterior surface of the walls of each Dwelling Unit ~~and~~ the built up roofing system including the parapets and flashings lying on top of the concrete ceiling structure but not the concrete ceiling structure nor any of its components, the overhang above the front entrance of each Dwelling Unit, inclusive of its supporting structure and tiled roof covering, and the door frames of front, rear, and garage doors, but not the doors nor any opening or locking mechanism of said doors.

Prepared By:
Kaye & Roger, P.A.
6261 NW 6th Way, Suite 103
Ft. Lauderdale, FL. 33309

ORB 10071 Pg 98
DOROTHY H. WILKEN, CLERK PB COUNTY, FL

CERTIFICATE OF AMENDMENT
OF

TOWN VILLAS AT MOON LAKE HOMEOWNERS ASSOCIATION, INC.

WE HEREBY CERTIFY THAT the attached amendment to the Declaration of Covenants and Restrictions of Town Villas at Moon Lake Homeowners Association, Inc., as described in Official Records Book 6055 at Page 1565 of the Public Records of Palm Beach County, Florida was duly adopted in accordance with the documents.

IN WITNESS WHEREOF, we have affixed our hands this 21st day of October, 1997, at Boca Raton, Palm Beach County, Florida.

By: Evelyn Warshaw
Print: EVELYN WARSHAW
Attest: Gino Campana
Print: GINO CAMPANA

STATE OF FLORIDA
COUNTY OF PALM BEACH COUNTY

The foregoing instrument was acknowledged before me this 21st day of October 1997, by Evelyn Warshaw as President and Gino Campana as Secretary of Town Villas of Moon Lake Homeowners Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced as identification and did take an oath.

NOTARY PUBLIC:

sign [Signature]
print JOHANNA JENSEN
State of Florida at Large

My Commission Expires: 5-1-98



JOHANNA JENSEN
MY COMMISSION # CC36060 EXPIRES
May 1, 1998
BONDED THROUGH TROY FARM INSURANCE, INC.

Return to: (enclose self-addressed stamped envelope)

Name

Address

MAY-13-1994 8:23am 94-169113
ORB 8259 Pg 1791
1

Property Appraisers Parcel Identification (Folio) Number(s):

**CERTIFICATION OF PASSAGE
OF AMENDMENT CHANGE**

We, the undersigned, do hereby certify that on the 22 day of February, 1994
the Board of Directors of the TOWN VILLAS OF MOON LAKE by
13 of its members did vote to pass the attached amendment change.
(BOOK 4926 PAGE 261)

We do also certify that the members present and by proxy did vote to pass the attached amendment change by a majority of all voting members.

Biagio Campana
President
BIAGIO CAMPANA

Evelyn Warsaw
Secretary
EVELYN WARSHAW

Attachment

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, Biagio Campana and Evelyn Warsaw to me well known to be the persons described in and they executed the foregoing instrument and acknowledge before me that they executed the same for the purpose therein expressed.

IN WITNESS THEREOF, I have hereunto set my hand and affixed my official seal at this 22nd February, 1994
Date

Tawara A. Fazio
Notary Public

My Commission Expires:



TAWARA A. FAZIO
My Comm Exp. 9-23-94
Bonded By Service Ins
No. CC305949
Notary Public

Return To:

PRIME MANAGEMENT GROUP
ATT: BOB EISENMANN
1051 S. ROGERS CIRCLE
BOCA RATON, FL 33487

Return to: (enclose self-addressed stamped envelope)

Name

Address

ORB 8259 Pg 1792
RECORD VERIFIED DOROTHY H MILKEN
CLERK OF THE COURT - PB COUNTY, FL

Property Appraisers Parcel Identification (Folio) Number(s):

**Proposed Amendments to the
Declaration of Covenants and
Restrictions for Town Villas at Moon Lake**

(Additions indicated by underlining, deletions by "----", and unaffected language by ". . .")

1. *To clarify the authority in the Board of Directors to make rules governing of tenants, a change to Section 4.2(d) is as follows:*

ARTICLE IV
Property Rights in the Common Areas and Units

...

Section 4.2 Members' Easements. Each Member of the Association, and each tenant, agent and invitee of such Member (including the immediate family residing with such Member), shall have a permanent and perpetual easement for the use and enjoyment of all Common Areas in common with all other Members of the Association, their tenants, agents and invitees.

The rights of use and enjoyment are hereby made subject to the following:

...

(d) The right of the Association to adopt and enforce rules and regulations governing the use of the Common Areas and all facilities at any time situated thereon, and to adopt and enforce rules directly related to the leasing of units, including the right to fine Members as provided in Article X hereof. Any rule and/or regulation so adopted shall apply until rescinded or modified as if originally set forth at length in this Declaration.

...

2. *To provide for a limitation on the length a guest may occupy a unit while the owner is not in residence, to thereafter be considered a tenant, a new Section 11.13 is as follows:*

ARTICLE XI
General Provisions

...

Section 11.13 Restrictions on guest occupancy of units while the unit owner is not in residence. Guest occupancy of units while the Unit Owner or approved Lessee is not in residence shall not exceed thirty (30) days, in the aggregate, in any twelve (12) month period. The Board of Directors shall adopt and enforce rules consistent with this provision.

Return To:

Bob Eisenmann
Prime Management
1051 S. Rogers Circle
Boca Raton, FL 33487

MAR-11-1993 2:47pm 93-073740
ORB 7621 Pa 71

CERTIFICATION OF PASSAGE
OF ADMENDMENT CHANGE

We, the undersigned, do hereby certify that on the 23rd day of FEBRUARY, 1993, the Board of Directors of the Town Villa AT MOON LAKE by _____ of its members did vote to pass the attached amendment change. (~~See Exhibit A~~). Covenants Recorded AT BOOK 4926 and Page 261. We do also certify that the members present and by proxy did vote to pass the attached amendment change by a majority of all voting members.

Biagio Campana
President
Elaine Cohen
Secretary
Elaine Cohen

Attachment

STATE OF FLORIDA
COUNTY OF PALM BEACH

I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, Biagio Campana and Elaine Cohen to me well known to be the persons described in and they executed the foregoing instrument and acknowledge before me that they executed the same for the purpose therein expressed.

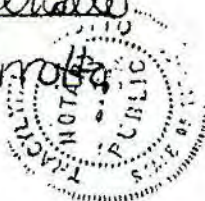
In witness thereof, I have hereunto set my hand and affixed my official seal at this 23rd day of February, 1993.

Tracylynn Perrotto
Notary Public
Tracylynn Perrotto

My Commission Expires:

Notary Public
State of Florida at Large
My Commission Expires:
October 4, 1994

0052998



PROPOSED AMENDMENTS TO BE PRESENTED AT THE 1993 ANNUAL MEETING

New language is underlined, deleted language is ~~struck-through~~

AMENDMENT TO ART. V OF THE ARTICLES OF INCORPORATION OF TOWN VILLAS AT MOON LAKE HOMEOWNER'S ASSOCIATION, INC.

Sect. 1. Management by Directors. The property, business and affairs of the Association shall be managed by a Board of Directors which shall consist of not less than three(3) nine(9)persons, but as many persons as the Board of Directors shall from time to time determine. The number of Directors can be increased or decreased from time to time in the manner provided by the Articles of Incorporation or the Bylaws, but no decrease shall have the effect of shortening the term of any incumbent Director. A majority of the Directors in office shall constitute a quorum for the transaction of business. The By-Laws shall provide for meetings of Directors, including an annual meeting.

Sect. 5. Vacancies. If a Director elected by the general membership shall for any reason cease to be a director, the remaining Directors so elected may elect a successor to fill the vacancy ~~-for-the-balance-of-the-unexpired-term.~~ The successor shall hold office only until the next election of Directors at the annual meeting of the Members of the Association. Any remaining balance of the term shall be filled at that time by a vote of the Members as provided in the By-Laws.

AMENDMENT TO ART. IV, SECT. 2 OF THE BY-LAWS OF THE TOWN VILLAS AT MOON LAKE H.O.A., INC.

Unless and until changed by a two thirds vote of the Directors in office, the Board of Directors shall consist of nine (9) Directors who shall be elected by the Members present, in person or by absentee ballot, at the annual meeting of the Members of the Association. Each Director shall be elected for a term of three (3) years, except as provided in Art.V, Sect. 5 of the Articles of Incorporation. The Directors shall hold office until the successors have been elected and hold their first meeting, the intent and purpose remaining that the term of office of at least one third (1/3) of the Directors shall expire annually. The candidates receiving the greatest number of votes shall be elected to replace those Directors whose terms have expired.

AMENDMENT TO ART. IV, Sect. 4.2 d (1) AND 4.2d (2) a. OF THE DECLARATION OF THE TOWN VILLAS AT MOON LAKE H.O.A?

Sect. 4.2 d (1) shall read in its entirety as follows:

The Association may assign exclusive use of a certain portion of the Common Areas, to be known as Limited Common Non-Lot areas,

ORB 7621 Pg 73
RECORD VERIFIED DOROTHY H WILKEN
CLERK OF THE COURT - PB COUNTY, FL

to a particular Owner for the purpose of the use of a front entry driveway and walkway, and/or for construction of a patio to be constructed at the rear of the dwelling unit. The front entrance driveways and walkways currently exist, and an exclusive use right ~~will be assigned~~ is hereby assigned to the owner of the abutting Lot ~~upon proper application to the Association.~~ The construction and all costs related thereto, including but not limited to, the costs of any tree removal and replanting, and any alteration to the sprinkler system, of any approved patio shall be at the sole cost of the owner, who will have use rights to the Limited Common Non-Lot Area patio. The prior approval of the ACC of any such structure is required, as is compliance with all governmental regulations applicable thereto including those applicable to the community as a whole. Nothing herein, nor the Association's approval, shall be deemed to imply that permission of governmental agencies is available for any or all of the Owners who may desire to construct a patio. The owner with use rights to the Limited Common Non-Lot Area patio, in addition to the costs of construction, shall also be solely responsible for the cost of insurance, maintenance, repair, and replacement of said patio including any approved enclosure thereon.

Sect. 4.2 d (2) a. shall read in its entirety as follows:

a. ~~The Board of Directors has the right to assign the exclusive use of a particular portion of the Common Areas to a particular owner upon request by an owner.~~ Any Limited Common Non-Lot Area for use and construction of a patio at the rear of a home shall not: (i) extend out from the rear of the home more than 10 feet and; (ii) the total square footage of any approved patio shall not exceed 168 square feet. The assignment of exclusive use for the rear patio shall be made by describing the particular Common Area by reference thereto in a document entitled "Assignment of Use Rights to Limited Common Non-Lot Area" which shall be delivered to the Owner to which use is assigned. The use rights for any Limited Common Non-Lot Area may only be assigned by the Board to the Owner of the Lot abutting the Limited Common Non-Lot Area. The Association shall maintain a book ("Book") for the purpose of listing each assignee of each Limited Common Non-Lot Area and the transfers thereof. Upon assignment of such Limited Common Non-Lot Area by the Board, the Board shall record the transfer in the Book, and the Owner to which each use is assigned shall have the exclusive right to the use thereof. Upon conveyance or passing of title to the Lot to which the assignment of use rights to the Limited Common Non-Lot Area has been made, the Owner making the conveyance of title shall execute notice of transfer to the Association which shall thereupon cause to be executed in the name of the grantee or transferee of such Lot, a new "Assignment of use rights to Limited Common Non-Lot Area" and record the transfer in the Book.

RETURN to:

Robert Eisenmann
Prime Management
1051 So. Ruggles Circle
Boca Raton, Fl. 33487

APR-02-1992 09:12am 92-096163

ORE 7183 P 1072

CERTIFICATION OF PASSAGE
OF ADMENDMENT CHANGE

We, the undersigned, do hereby certify that on the 25th day of February, 1992, the Board of Directors of the Town Villas at Moon Lake by 1/3 of its members did vote to pass the attached amendment change. (See Exhibit A). Covenants recorded at Book 4926 and Page 261.

We do also certify that the members present and by proxy did vote to pass the attached amendment change by a majority of all voting members.

Pragila Campa
President

Elaine Cohen
Secretary

Attachment

STATE OF FLORIDA
COUNTY OF PALM BEACH

I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, DIAGIO CAMPANA and ELAINE COHEN to me well known to be the persons described in and they executed the foregoing instrument and acknowledge before me that they executed the same for the purpose therein expressed.

In witness thereof, I have hereunto set my hand and affixed my official seal at this 5th day of March, 1992.



CHEMO V. SELKE
NOTARY PUBLIC
MARCH 1, 1993
SIGNED UPON TRAVEL INSURANCE, INC.

Chemo V. Selke
(Chemo V. Selke)
Notary Public

#CC 082874

My Commission Expires:

ORB 7183 Pg 1073

AMENDMENT CHANGE
TOWN VILLAS AT MOON LAKE

Proposed Amendment to Art. VII, Sect. 3 of Declaration - (Underlined lines are proposed changes) NO ALTERATIONS TO LOTS:

"In order to maintain the appearance of the Lots, no Owner shall make any changes to the exterior surface of the dwellings or to common areas surrounding each Lot without prior written approval of A.C.C. The A.C.C. shall approve no structural changes except those conforming with the original variations originally offered by the builder; namely - a) open porch; b) screened porch; c) Florida room; and d) extended living room. Structural changes of any kind must receive the prior approval of majority of the Board. Pursuant to Sect. 4.5 hereof, the Association shall maintain all Limited Common areas except for any Limited Common Non Lot area patios and except for any structural changes which shall remain the sole responsibility of the Owner. The cost of maintenance of all Common Areas and Limited Common Areas, Except Limited Common Non Lot Area Patios shall be paid by all Owners as part of the Assessment collected by the Association.

* N.B. Lines underlined are changes to be voted upon.

RECORD VERIFIED
PALM BEACH COUNTY, FLA
CLERK CIRCUIT COURT