

Return to:

Robert Eisenmann
Prime Management
1051 So Ocean Blvd
Boca Raton, FL 33487

NOV-27-1991 08:15 AM 91-336898

ISS 7036 # 135

CERTIFICATION OF PASSAGE
OF AMENDMENT CHANGE

We, the undersigned, do hereby certify that on the 12th day of November, 1991, 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.

Shirley Ann Knight
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, Wolfe Greenkrug 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 12th day of November, 1991.

Therese Perotti
Notary Public

My Commission Expires:

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

(Exhibit A)

PRE 7034 136

NOTICE OF SPECIAL MEETING OF THE MEMBERS
OF TOWN VILLAS AT MOON LAKE HOMEOWNERS' ASSOCIATION, INC.

You are hereby given notice that a SPECIAL meeting of Town Villas at Moon Lake Homeowners' Association, Inc. will be held on the 12th Day of November 1991, at 7:30 P.M. in the Clubhouse, at Town Villas at Moon Lake in Palm Beach County, Florida.

The purpose of the meeting will be to vote on the adoption of Amendments to the Articles of Incorporation and to the Bylaws, as indicated below.

YOU WILL VOTE EITHER FOR OR AGAINST ALL OF THE AMENDMENTS. IF THE AMENDMENTS ARE APPROVED, PROXIES WILL BE ABOLISHED AND ABSENTEE BALLOTS WILL BE ALLOWED IN THEIR PLACE, BOTH TO ESTABLISH A QUORUM AND TO EXERCISE THE OWNERS' VOTING RIGHTS.

PROPOSED AMENDMENT TO THE ARTICLES OF INCORPORATION OF
TOWN VILLAS AT MOON LAKE HOMEOWNERS' ASSOCIATION, INC.

(New language underlined, deleted language ~~struck through~~)

1. Article VIII of the Articles of Incorporation, Amendments, Section 1 is hereby amended in its entirety to read as follows:

Section 1. Amendments to these Articles of Incorporation shall be proposed and approved by the Board of Directors and thereafter submitted to a meeting of the Membership of the Association for adoption or rejection by vote of a majority of the votes represented in person ~~or by proxy~~ or by absentee ballot at a meeting at which a quorum is present, ~~provided that as long as the developer owns any lot, these Articles may be amended by the Developer alone without the consent of the Members of the Board.~~

PROPOSED AMENDMENT TO THE BYLAWS OF
TOWN VILLAS AT MOON LAKE HOMEOWNERS' ASSOCIATION, INC.

(New language underlined, deleted language ~~struck through~~)

2. Article IV of the Bylaws, Board of Directors, Section 1, is hereby amended in its entirety to read as follows:

~~Except for the first Board of Directors,~~ 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 majority vote of all Members present in person ~~or by proxy~~ or by absentee ballot and voting at the annual meeting.

3. Article IV of the Bylaws, Board of Directors, Section 2, is hereby amended in its entirety to read as follows:

The Board of Directors shall consist of nine (9) Directors,

RECORDERS MEMO: Legibility
of Writing, Typing or Printing
unsatisfactory in this document
when received.

(Exhibit A)

REC. 7036 137

who shall be elected by the members present, in person ~~or by proxy~~ 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. 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.

4. Article IV of the Bylaws, Board of Directors, Section 3, is hereby amended in its entirety to read as follows:

Any Director may be removed from office at any time with or without cause by the affirmative vote of a majority of the Members present in person ~~or by proxy~~ or by absentee ballot at a duly convened meeting of the Association. This section applies to all Directors, including those who have been elected pursuant to a section vote.

5. Article VI of the Bylaws, Meetings of Members, Section 4, is hereby amended in its entirety to read as follows:

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

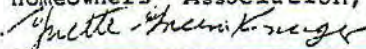
6. Article VI of the Bylaws, Meetings of Members, Section 5, is hereby deleted.

~~Proxies must be in writing and signed by all record owners of a lot or the person designated in a voting certificate signed by all such owners as the person authorized to cast the vote attributable to such lot.~~

7. A new Article VI, Section 5, shall be added to the Bylaws. Article VI of the Bylaws, Meetings of Members, Section 5, shall therefore in its entirety read as follows:

Any other disposition to the contrary notwithstanding, the right to vote can be exercised only by voting in person or by absentee ballot. Absentee ballots must be in writing and must comply with the requirement of one vote for each Lot as provided for in Article III of the Articles of Incorporation, Members, Section 2, Voting rights.

Town Villas at Moon Lake
Homeowners' Association, Inc.


Yvette Kruger, President

RECORDER'S MEMO: Legibility
of Writing, Typing or Printing
unsatisfactory in this document
when received.

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

102519

**CERTIFICATE OF AMENDMENT TO
ARTICLES OF INCORPORATION
TOWN VILLAS AT MOON LAKE HOMEOWNERS' ASSOCIATION, INC.**

THIS CERTIFICATION OF AMENDMENT TO THE ARTICLES OF INCORPORATION OF TOWN VILLAS AT MOON LAKE HOMEOWNERS ASSOCIATION, INC., ("Amendment"), is made this 26TH day of MARCH, 1991, by the President and Secretary of TOWN VILLAS AT MOON LAKE HOMEOWNERS ASSOCIATION, INC. ("Association").

WITNESSETH:

WHEREAS, the Members are subject to the Declaration of Covenants and Restrictions filed in Official Records Book 4926, Page 261, of the Public Records of Palm Beach County, Florida ("Declaration"); and

WHEREAS, the Association is the Association as such term is defined in the Declaration; and

WHEREAS, the Articles of Incorporation of the Association are attached to said Declaration as Exhibit "C" thereto; and

WHEREAS, pursuant to Article VIII, Section 1, of the Articles, the Articles may be amended by approval by a majority of the members of the Association in attendance at a meeting at which a quorum of members is present.

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

1. A meeting duly called and noticed for the purpose of amending the Articles was held on the 26TH day of FEBRUARY, 1991, in accordance with the Declaration, the Articles and the Bylaws of the Association.

2. That at said meeting of the members, more than a majority of the unit owners present in person or by proxy, affirmatively voted to adopt the Amendment to the Articles attached hereto as Exhibit "A".

3. The adoption of the Amendment appears in the minutes of the Association and said approval is unrevoked.

IN WITNESS WHEREOF the undersigned has set their hand and seal this 26TH day of MARCH, 1991

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

[Signature]
[Signature]

TOWN VILLAS AT MOON LAKE
HOMEOWNERS ASSOCIATION, INC.

BY: [Signature]
President

ATTEST: [Signature]
Secretary

CORPORATE SEAL

STATE OF FLORIDA)
COUNTY OF PALM BEACH) SS:

The foregoing instrument was acknowledged before me this 26TH day of MARCH, 1991, by [Signature] and [Signature], respectively, President and Secretary of TOWN VILLAS AT MOON LAKE HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, and they acknowledged executing same freely and voluntarily under the authority duly vested in them by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation.

[Signature]
NOTARY PUBLIC

My Commission Expires:

Notary Public
State of Florida at Large
My Commission Expires:
March 16, 1995

RECORDER'S MEMO: Legibility
of Writing, Typing or Printing
unsatisfactory in this document
when received.

EXHIBIT "A"

AMENDMENT TO ARTICLE V OF THE ARTICLES OF INCORPORATION OF
TOWN VILLAS AT MOON LAKE HOMEOWNERS' ASSOCIATION, INC.

Section 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.~~ 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.

Prepared by and return to:
LES H. STEVENS
Sachs & Sax, P.A.
P.O. Box 810037
Boca Raton, Florida 33481-0037

Prepared by and return to:
LES H. STEVENS
Sachs & Sax, P.A.
P.O. Box 810037
Boca Raton, Florida 33481-0037

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

**CERTIFICATE OF AMENDMENT TO THE
BYLAWS OF
TOWN VILLAS AT MOON LAKE
HOMEOWNERS ASSOCIATION, INC. ORB 6786 Pg 204**

THIS CERTIFICATION OF AMENDMENT TO THE BYLAWS OF TOWN VILLAS AT MOON LAKE HOMEOWNERS ASSOCIATION, INC., ("Amendment"), is made this _____ day of _____, 1991, by the President and Secretary of TOWN VILLAS AT MOON LAKE HOMEOWNERS ASSOCIATION, INC. ("Association").

W I T N E S S E T H:

WHEREAS, the Members are subject to the Declaration of Covenants and Restrictions filed in Official Records Book 4926, Page 261, of the Public Records of Palm Beach County, Florida ("Declaration"); and

WHEREAS, the Association is the Association as such term is defined in the Declaration; and

WHEREAS, the Bylaws of the Association are attached to said Declaration as Exhibit "D" thereto; and

WHEREAS, pursuant to Article VIII, Section 1, of the Bylaws, the Bylaws may be amended by approval by a majority of the members of the Association in attendance at a meeting at which a quorum of members is present.

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

1. A meeting duly called and noticed for the purpose of amending the Bylaws was held on the 26th day of FEBRUARY, 1991, in accordance with the Declaration, the Articles and the Bylaws of the Association.
2. That at said meeting of the members, more than a majority of the unit owners present in person or by proxy, affirmatively voted to adopt the Amendment to the Bylaws attached hereto as Exhibit "A".
3. The adoption of the Amendment appears in the minutes of the Association and said approval is unrevoked.

IN WITNESS WHEREOF the undersigned has set their hand and seal this 26th day of MARCH, 1991.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

TOWN VILLAS AT MOON LAKE
HOMEOWNERS ASSOCIATION, INC.

[Signature]
[Signature]

BY: [Signature]
President

ATTEST: [Signature]
Secretary

CORPORATE SEAL

STATE OF FLORIDA }
 } SS:
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 26th day of MARCH, 1991, by WETTE GAYNE KAUFMAN and ELAINE COHEN, respectively, President and Secretary of TOWN VILLAS AT MOON LAKE HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, and they acknowledged executing same freely and voluntarily under the authority duly vested in them by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation.

[Signature]
NOTARY PUBLIC

My Commission Expires:

RECORDER'S MEMO: Legibility
of Writing, Typing or Printing
unsatisfactory in this document
when received.

Notary Public
State of Florida at Large
My Commission Expires:
March 16, 1995

EXHIBIT "A"

**AMENDMENT TO ARTICLE IV OF THE BYLAWS OF
TOWN VILLAS AT MOON LAKE HOMEOWNERS' ASSOCIATION, INC.**

Section 3. Any director may be removed from office at any time with or without cause by the affirmative vote of a majority of the Members present in person or by proxy at a duly convened meeting of the Association. This section applies to all Directors, including those who have been elected pursuant to a section vote.

Prepared by and return to:
LES H. STEVENS
Sachs & Son, P.A.
P.O. Box 810037
Boca Raton, Florida 33481-0037



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

CERTIFICATE OF AMENDMENT TO THE BYLAWS OF TOWN VILLAS AT MOON LAKE HOMEOWNERS ASSOCIATION, INC. JRS 6718 Ps 373

THIS CERTIFICATION OF AMENDMENT TO THE BYLAWS OF TOWN VILLAS AT MOON LAKE HOMEOWNERS ASSOCIATION, INC., ("Amendment"), is made this 25th day of JANUARY, 1991, by the President and Secretary of TOWN VILLAS AT MOON LAKE HOMEOWNERS ASSOCIATION, INC. ("Association").

WITNESSETH:

WHEREAS, the Members are subject to the Declaration of Covenants and Restrictions filed in Official Records Book 4926, Page 261, of the Public Records of Palm Beach County, Florida ("Declaration"); and

WHEREAS, the Association is the Association as such term is defined in the Declaration; and

WHEREAS, the Bylaws of the Association are attached to said Declaration as Exhibit "Q" thereto; and

WHEREAS, pursuant to Article VIII, Section 1, of the Bylaws, the Bylaws may be amended by approval by a majority of the members of the Association in attendance at a meeting at which a quorum of members is present.

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

- 1. A meeting duly called and noticed for the purpose of amending the Bylaws was held on the 22nd day of January, 1991, in accordance with the Declaration, the Articles and the Bylaws of the Association.
2. That at said meeting of the members, more than a majority of the unit owners present in person or by proxy, affirmatively voted to adopt the Amendment to the Bylaws attached hereto as Exhibit "A".
3. The adoption of the Amendment appears in the minutes of the Association and said approval is unrevoked.

IN WITNESS WHEREOF the undersigned has set their hand and seal this 25th day of JANUARY, 1991.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

TOWN VILLAS AT MOON LAKE HOMEOWNERS ASSOCIATION, INC.

[Signature of Elsie J. Chapman]

BY: [Signature of Gerard Gorman], President

[Signature of Elsie J. Chapman]

ATTEST: [Signature of Sol Glazer], Secretary

CORPORATE SEAL

STATE OF FLORIDA }
COUNTY OF PALM BEACH } SS:

The foregoing instrument was acknowledged before me this 25th day of JANUARY, 1991, by GERARD GORMAN and SOL GLAZER respectively, President and Secretary of TOWN VILLAS AT MOON LAKE HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, and they acknowledged executing same freely and voluntarily under the authority duly vested in them by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation.

[Signature of David Laper]
NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires March 16, 1991

JRB 6718 Ps 374

EXHIBIT "A"

Article IV of the Bylaws, Board of Directors, Section 2,
is hereby amended in its entirety to read as follows:

The Board of Directors shall consist of nine (9) Directors, who shall be elected by the Members present, in person or by proxy, at the annual meeting of the Members of the Association. Each Director shall be elected for a term of three (3) years. 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.

SE
SACHS, SAX & TUDZAROV, P.A.

ATTORNEYS AT LAW
SUITE 4150 - NORTHERN TRUST PLAZA
301 YAMATO ROAD
P.O. BOX 810037
BOCA RATON, FLORIDA 33481-0037

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

CORRECTIVE
[Corrects Certificate Recorded at O.R.B. 6643, Page 775]
**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS OF
TOWN VILLAS AT MOON LAKE
HOMEOWNERS ASSOCIATION**

THIS CORRECTIVE CERTIFICATION OF AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS OF TOWN VILLAS AT MOON LAKE HOMEOWNERS ASSOCIATION, INC., ("Amendment"), is made as of the 30th day of April, 1990, by the President and Vice President of TOWN VILLAS AT MOON LAKE HOMEOWNERS ASSOCIATION, INC. ("Association").

W I T N E S S E T H:

WHEREAS, the Members are subject to the Declaration of Covenants and Restrictions filed in Official Records Book 4926, Page 261, of the Public Records of Palm Beach County, Florida ("Declaration"); and

WHEREAS, the Association is the Association as such term is defined in the Declaration; and

WHEREAS, pursuant to Article 11, Section 5, of the Declaration, the Declaration may be amended by approval by a majority of the members of the Association in attendance at a meeting at which a quorum of members is present.

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

1. A meeting duly called and noticed for the purpose of amending the Declaration was held on the 24th day of April, 1990, in accordance with the Declaration, the Articles and the Bylaws of the Association.
2. That at said meeting of the members, more than a majority of the unit owners affirmatively voted to adopt the Amendment to the Declaration attached hereto as Exhibit "A".
3. The adoption of the Amendment appears in the minutes of the Association and said approval is unrevoked.

IN WITNESS WHEREOF the undersigned has set their hand and seal this 4TH day of APRIL, 1990.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

[Signature]
[Signature]

TOWN VILLAS AT MOON LAKE
HOMEOWNERS ASSOCIATION, INC.

BY: [Signature]
Les Goldman, President

ATTEST: [Signature]
David Gropman, Vice President

CORPORATE SEAL

*This Certificate is recorded to correct a scrivener's error relative to maximum patio square footage contained in the text of the amendment attached to the original Certificate of Amendment recorded May 4, 1990 in Official Records Book 6643, Pages 775-782. The typographical error in the amendment is relative to the maximum square footage of the patio (Section 4.2d(2)(a)) which should have been 168 square feet, as approved by the members, but shows instead 150 square feet on the Exhibit. This scrivener's error is corrected in the Corrected Exhibit "A" attached to this certification. All other terms of the amendment remain unchanged.

Handwritten note: *Handwritten note: 4/28/90*

STATE OF FLORIDA }
COUNTY OF PALM BEACH } SS:

The foregoing instrument was acknowledged before me this 4 day of Oct, 1990, by Les Goldman and David Gropman, respectively, President and Vice President of TOWN VILLAS AT MOON LAKE HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, and they acknowledged executing same freely and voluntarily under the authority duly vested in them by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation.

David Wallach
NOTARY PUBLIC

My Commission Expires:



NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. OCT 9, 1990
BONDED THRU GENERAL INS UNO

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

[New language underlined. Deleted language ~~struck-through~~.]

1. Article I, Section 1.6, of the Declaration is hereby revised to read in its entirety as follows:

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 which 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 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. ~~For the purposes of Article VI "limited common areas" are included in the term "Common Areas."~~

2. A new Section 1.6(a) of Article I of the Declaration is hereby added to the Declaration and shall read in its entirety as follows:

1.6(a) "Limited Common Non-Lot Areas" shall mean and refer to those portions of the Common Areas which are intended for the exclusive use of the Owner of the abutting Lot. The Limited Common Non-Lot Areas shall include, but not be limited to, the concrete driveway and walkway in front of a Lot and any approved patio constructed upon the Common Areas at the rear of the Dwelling Unit which must be in compliance with all governmental regulations applicable thereto and to the community as a whole. Prior to the construction of any such patio the approval of the ACC must be obtained in writing pursuant to plans submitted in compliance with rules promulgated by the ACC. Nothing herein, nor the association's approval, shall be deemed to imply that governmental consent for such construction can be attained. The Owner with use of the Limited Common Non-Lot Area shall be responsible for the construction, repair, replacement, and maintenance of any patio constructed upon the Limited Common Non-Lot Area abutting his Lot. The Association shall be responsible for maintenance, repair, and replacement of all Limited Common Non-Lot Area driveways and walkways.

3. A new Section 1.6(b) of Article I of the Declaration is hereby added to the Declaration and shall read in its entirety as follows:

1.6(b) "Limited Common Areas" shall mean both the Limited Common Lot Areas and the Limited Common Non-Lot Areas. For the purposes of Article VI "Limited Common Areas" are included in the term "Common Areas".

4. Article IV, Section 4.1 of the Declaration is hereby revised to read in its entirety as follows:

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 these covenants are recorded, the Association shall be responsible for the maintenance of all Common Areas (whether or not conveyed or to be conveyed to the Association) except Limited Common Non-Lot Area patios, in a continuous and satisfactory manner without cost to the general taxpayers of Palm Beach County. It is intended that all real estate taxes against the Common Areas shall be proportionally assessed against and payable as part of the taxes of the Lots within The Properties. However, in the event that any such taxes are assessed directly against the Common Areas, the Association shall be responsible for the payment of the same, 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.~~

5. A new Section 4.1(a) of Article IV of the Declaration is hereby added to the Declaration and shall read in its entirety as follows:

4.1(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.

6. New Sections 4.2d(1) and 4.2d(2), of Article IV of the Declaration, are hereby added to the Declaration and shall read in their entirety as follows:

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 cost 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.

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: (1)

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 169 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.

b. The "Assignment of Use Rights to Limited Common Non-Lot Areas" shall be a written instrument signed by any two (2) officers of the Association, and in recordable form which shall describe the Limited Common Non-Lot Area, the use of which is to be assigned, the name of the transferee and the transferee's Lot number, which shall thereupon be recorded in the Book.

c. The approval of a majority of the entire Board of Directors shall be required for the original Assignment of the Limited Common Non-Lot Area and any assignment pursuant hereto. The transfer of the use of a Limited Common Non-Lot Area to a subsequent purchaser of the unit to which the exclusive use right is assigned may be approved by any two officers, as directed by the Board.

d. It there is any alteration of, or any structure to be

constructed upon any Limited Common Non-Lot Area, the prior approval of the Architectural Control Committee is required.

e. The use of any Limited Common Non-Lot Area granted to an Owner pursuant hereto may not be transferred or assigned except as provided in subparagraph (a) and (c) above.

f. The Board shall have the right to adopt rules and regulations governing use of any Limited Common Non-Lot Area.

7. Article IV, Section 4.4, of the Declaration is hereby revised to read in its entirety as follows:

4.4 Maintenance. The Association shall at all times maintain in good repair, operate, manage and insure, and shall replace as often as necessary, the Common Areas and any and all improvements situated on the Common Areas (upon completion of construction by Developer), except Limited Common Non-Lot Area patios, which shall be maintained by the Owner with the use right to the Limited Common Non-Lot Area, including, but not limited to, all recreational facilities, landscaping, paving, entry features, drainage structures, and other structures (except utilities and except for improvements to be maintained by the Master Association in accordance with the Master Declaration, and except for Limited Common Non-Lot Area patios which are to be maintained by the Owner with the use right of the Limited Common Non-Lot Area); all such work to be done as ordered by the Board of Directors of the Association acting on a majority vote of the Board members. Maintenance of street lighting fixtures, if any, shall include and extend to payment for electricity consumed in their illumination. Without limiting the generality of the foregoing, the Association shall assume all of Developer's responsibility to the County of any kind with respect to the Common Areas, 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 and all expenses hereunder shall be paid for by the Association through assessments imposed in accordance with Article VI. Such assessments shall be assess against all Lots equally. No Owner may waive or otherwise escape liability for the assessments for such maintenance by non-use of the Common Areas or abandonment of his right to use the Common Areas.

8. Article IV, Section 4.5, of the Declaration is hereby revised to read in its entirety as follows:

4.5 Limited Common Areas. The Association shall be responsible for the repair, replacement, and maintenance of the limited common areas, except for any Limited Common

Non-Lot Area patios, all such work to be done as ordered by the Board of Directors of the Association acting on a majority vote of the Board Members. All work pursuant to this Section and all expenses hereunder shall be paid for by the Association through assessments imposed in accordance with Article VI. The Association shall have a permanent and perpetual easement over and across the lots for the purpose of repairing or maintaining the limited common areas pursuant hereto. The Owner of the Lot with the use right to the Limited Common Non-Lot Area patio shall be responsible for its maintenance, repair and replacement. Should any Owner with the use rights to a Limited Common Non-Lot Area fail to maintain the Limited Common Non-Lot Area patio abutting his Lot, the Association shall have the right, but not the obligation, to enter upon said Limited Common Non-Lot Area for the purpose of performing necessary maintenance and to assess the Lot Owner whose patio is thus maintained the cost thereof. The Association shall also have the right to enter upon any Limited Common Non-Lot Area from time to time as it deems necessary to perform its maintenance responsibilities as set forth in Article IV.

9. Article VII, Section 7.2, of the Declaration is hereby revised to read in its entirety as follows:

7.2 Architectural Control Committee. The Board of Directors of the Association shall establish an Architectural Control Committee ("ACC") which shall have six (6) committee members appointed by the Board of Directors of the Association who shall serve at the pleasure of the Board, and may be removed by the Board at any time, with or without cause, and act as the agent of the Board. Three (3) members constitute a quorum for the purpose of convening ACC meetings and carrying on the business of the ACC. The ACC shall, subject to the direction of the Board, be responsible for the review and, approval of any alteration in the exterior appearance of any building, wall, fence, landscaping or other structure or improvement located on a Lot or upon Common Area or Limited Common Area. No building, wall, fence or other structure or improvement of any nature (including landscaping) shall be erected, placed or altered on any Lot, Common Area, or Limited Common Area until the construction plans and specifications and a plan showing the location of the structure and landscaping as may be required by the ACC have been approved in writing by the ACC, pursuant to procedure as established and/or approved by the Board. Each building, wall, fence or other structure or improvement of any nature, together with the landscaping, shall be erected, placed or altered upon the premises only in accordance with the plans and specifications and plot plan so approved. Refusal of approval of plans, specifications and plot plans, or any of them, may be based on any ground, including purely aesthetic grounds, which in

the sole and uncontrolled discretion of the ACC seem sufficient. Any change in the exterior appearance of any building, wall, fence or other structure or improvement and any change in the appearance of the landscaping shall be deemed an alteration requiring approval. The ACC shall, subject to the approval of the Board, have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this section. A majority of the ACC members present at a duly convened meeting of the ACC may take any action the ACC is empowered to take, may designate a representative to act for the ACC and may employ personnel and consultants to act for it, subject to such policies and procedures as the Board may establish in regard thereto. In the event of death, disability or resignation of any member of the ACC, a successor shall be designated by the Board of Directors of the Association. The members of the ACC shall not be entitled to any compensation for services performed pursuant to this Declaration. All submissions to the ACC shall be made by hand delivery with receipt acknowledged in writing by the ACC or by certified mail, return receipt requested, addressed to the ACC at such address as may be designated from time to time by 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 approved. The decision of the ACC as to any submission shall, subject to confirmation by the Board if required pursuant to Board policy, be final.

10. Article VII, Section 7.3, of the Declaration is hereby revised to read in its entirety as follows:

7.3 No Alteration to Lots, ~~to Limited Common Areas.~~ In order to maintain the ~~uniform~~ appearance of the Lots, no Owner shall make any change to the exterior surface of a Dwelling Unit or to the landscaping ~~installed by Developer on the~~ Common Area surrounding each Lot without the prior written approval of the A.C.C. Pursuant to Section 4.5 hereof, the Association shall maintain all Limited Common Areas except for any Limited Common Non-Lot Area patios. ~~of each lot and~~ The cost thereof 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 to be collected by the Association.

RECORDER'S MEMO: Legibility
of Writing, Typing or Printing
unsatisfactory in this document
when received.

**CERTIFICATE OF AMENDMENT TO THE RULES AND REGULATIONS
EXHIBIT 1 OF THE DECLARATION OF COVENANTS AND RESTRICTIONS OF
TOWN VILLAS AT MOON LAKE HOMEOWNERS' ASSOCIATION**

THIS CERTIFICATION OF AMENDMENT TO EXHIBIT 1 OF THE DECLARATION OF COVENANTS AND RESTRICTIONS OF TOWN VILLAS AT MOON LAKE HOMEOWNERS' ASSOCIATION, INC., ("Amendment"), is made this 30th day of July, 1990, by the President and Secretary of TOWN VILLAS AT MOON LAKE HOMEOWNERS' ASSOCIATION, INC. ("Association").

WITNESSETH:

WHEREAS, the Members are subject to the Declaration of Covenants and Restrictions filed in Official Records Book 4926, Page 261, of the Public Records of Palm Beach County, Florida ("Declaration"); and

WHEREAS, the Association is the Association as such term is defined in the Declaration; and

WHEREAS, pursuant to Article 10, Section 10.4, of the Declaration, the Rules and Regulations may be amended by the Board of Directors at any time.

WHEREAS, pursuant to Article XI, Section 11.12, of the Declaration as amended, recorded in Official Records Book 5993, Page 1710, a certificate evidencing alterations or amendments to the Rules and Regulations of Exhibit 1 is required.

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

1. A meeting of the Board of Directors was duly called and noticed for the purpose of amending Rules and Regulations and for other board business, in accordance with the Declaration, the Articles and the Bylaws of the Association.
2. That at said Board of Directors' meeting, the Board approved amendments and alterations to the Rules and Regulations, Sections 3, 5, 10, 18, 20, 23, and 25, which are attached hereto as Exhibit "A".
3. The adoption of these amended Rules and Regulations appear in the minutes of the Association and said approval is unrevoked.

IN WITNESS WHEREOF the undersigned has set their hand and seal this 30th day of July, 1990.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

TOWN VILLAS AT MOON LAKE
HOMEOWNERS' ASSOCIATION, INC.

[Signature]

BY: *[Signature]*
Les Goldman,
President

[Signature]
Edward Weisenthal

ATTEST: *[Signature]*
Sol Glazer, Secretary

STATE OF FLORIDA }
COUNTY OF PALM BEACH } SS:

CORPORATE SEAL

The foregoing instrument was acknowledged before me this 30 day of July, 1990 by Les Goldman and Sol Glazer, respectively, President and Secretary of TOWN VILLAS AT MOON LAKE HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not-for-profit, and they acknowledged executing same freely and voluntarily under the authority duly vested in them by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation.

[Signature]
NOTARY PUBLIC

My Commission Expires:



NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. OCT. 9, 1992
BONDED THRU GENERAL INV. UND.

V/G Sachs + Sax P/B 910037 Box 104 33481

The following Rules and Regulations have been amended. All other Rules and Regulations remain unchanged and in full force and effect.

3. The common areas and facilities shall not be obstructed nor used for any purpose other than the purposes intended therefore, nor shall any carts, bicycles, carriages, chairs, tables or any other similar objects be stored therein. If an owner has been assigned a limited common non-lot area then Barbecue grills and lawn patio furniture must be kept within the rear limited common non-lot patio area exclusively.
5. No garbage cans, supplies, milk bottles or other articles shall be placed on the exterior portions of any dwelling unit or lot and no linens, clothes, clothing, curtains, rugs, mops or laundry of any kind, or other articles shall be shaken or hung from or on the dwelling unit, the lot or any of the windows, doors, fences, balconies, patios or other portions of the dwelling unit or lot, ~~except that laundry may be hung from clotheslines which are not visible from the public rights-of-way or rear limited common non-lot patio area.~~
10. No owner shall make or permit any disturbing noises in the common areas and facilities by himself or his family, servants, employees, agents, visitors or licensors, nor permit any conduct by such persons that will interfere with the rights, comforts or conveniences of other owners. No owner shall play or permit to be played any musical instrument, nor operate or permit to be operated a phonograph, television, radio or sound amplifier or any other sound equipment in his residential unit or on his lot or on rear limited common non-lot patio area, in the common areas or facilities in such a manner as to disturb or annoy other residents. No owner shall conduct, nor permit to be conducted, vocal or instrumental instruction at any time which disturbs other residents.
18. 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. No roof of any kind or canopy or awning may be attached to the frame or screened enclosure. 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.
20. An owner who plans to be absent during the hurricane season must prepare his dwelling unit and lot and rear limited common non-lot patio area prior to his departure by

* ~~All words dashed-out are deleted~~, all words underlined are additions.

designating a responsible firm or individual to care for his dwelling unit and lot ~~and rear limited common non-lot patio area~~ should any of these suffer hurricane damage, and furnishing the Association with the name(s) of such firm or individual. Such firm or individual shall be subject to the approval of the Association.

23. No clothing, laundry or wash shall be aired or dried on any portion of the properties. ~~visible from the public rights of-way.~~
25. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot. Household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose, and provided they do not become a nuisance or annoyance to any other owner. No pet shall be permitted outside of its owner's dwelling unless attended by an adult and on a leash not more than six feet long. Said pets shall only be walked or taken upon those portions of the common areas designated by the Association from time to time for such purposes. Said designated areas shall be restricted only to that area called "the swale" on the following streets, Lakeridge Boulevard and Astaire Avenue. (For the purpose of identification, the swale shall mean that area that goes from the sidewalk to the curb on both streets, an area of approximately 25 to 30 feet wide.) In no event shall said pets ever be allowed to be walked or taken on or about any recreational facilities (if any) contained within the common areas. No dog or other pets shall be permitted to have excretions on any common areas or limited common areas, except areas designated by the Association, and owners shall be responsible to clean up any such improper excretions. For the purposes hereof, "household pets" shall mean dogs, cats, domestic birds, and fish. Household pets on rear limited common non-lot patio area shall be controlled at all times by unit owner who will not permit any disturbing or annoying noises to other residents. Pets shall also be subject to all other applicable rules and regulations. Starting with the date of approval of this amendment the following rule shall apply. All owners who shall have a dog being kept at any unit or lot shall register said dog with the Board of Directors. A picture of said dog must be supplied to the Board of Directors, and a full description of said dog must be furnished with the picture. At the demise of said dog, no replacement shall be allowed. No dogs shall be allowed to any new owners consummating a resale of any lot or unit at Town Villas. Dogs shall not be allowed to any renter or lessee of any lot or units at Town Villas.

* ~~All words dashed out are deleted, all words underlined are additions.~~

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

CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS OF TOWN VILLAS AT MOON LAKE HOMEOWNERS ASSOCIATION

THIS CERTIFICATION OF AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS OF TOWN VILLAS AT MOON LAKE HOMEOWNERS ASSOCIATION, INC., ("Amendment"), is made this 30th day of APRIL, 1990, by the President and Vice President of TOWN VILLAS AT MOON LAKE HOMEOWNERS' ASSOCIATION, INC. ("Association").

WITNESSETH:

WHEREAS, the Members are subject to the Declaration of Covenants and Restrictions filed in Official Records Book 4926, Page 261, of the Public Records of Palm Beach County, Florida ("Declaration"); and

WHEREAS, the Association is the Association as such term is defined in the Declaration; and

WHEREAS, pursuant to Article 11, Section 5, of the Declaration, the Declaration may be amended by approval by a majority of the members of the Association in attendance at a meeting at which a quorum of members is present.

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

- 1. A meeting duly called and noticed for the purpose of amending the Declaration was held on the 24th day of April, 1990, in accordance with the Declaration, the Articles and the Bylaws of the Association.
2. That at said meeting of the members, more than a majority of the unit owners affirmatively voted to adopt the Amendment to the Declaration attached hereto as Exhibit "A".
3. The adoption of the Amendment appears in the minutes of the Association and said approval is unrevoked.

IN WITNESS WHEREOF the undersigned has set their hand and seal this 30th day of APRIL, 1990.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

TOWN VILLAS AT MOON LAKE HOMEOWNERS ASSOCIATION, INC.

Handwritten signatures of Les Goldman and Frank Segrevesio.

BY: Les Goldman, President

ATTEST: David Gropman, Vice President

CORPORATE SEAL

STATE OF FLORIDA)
COUNTY OF PALM BEACH) SS:

The foregoing instrument was acknowledged before me this 30th day of April, 1990 by Les Goldman and David Gropman, respectively, President and Vice President of TOWN VILLAS AT MOON LAKE HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not-for-profit, and they acknowledged executing same freely and voluntarily under the authority duly vested in them by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation.

Notary signature and name: Notary Public

My Commission Expires:



Notary Public State of Florida
My Commission Expires June 27, 1992
Bonded thru Bankers Ins. Co.

Handwritten notes: Sachin 4 5000, P.O. Box 810037, Boca Raton, FL 33481-0037

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

[New language underlined. Deleted language ~~struck-through~~.]

1. Article I, Section 1.6, of the Declaration is hereby revised to read in its entirety as follows:

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 which 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 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. ~~For the purposes of Article VI "limited common areas" are included in the term "Common Areas."~~

2. A new Section 1.6(a) of Article I of the Declaration is hereby added to the Declaration and shall read in its entirety as follows:

1.6(a) "Limited Common Non-Lot Areas" shall mean and refer to those portions of the Common Areas which are intended for the exclusive use of the Owner of the abutting Lot. The Limited Common Non-Lot Areas shall include, but not be limited to, the concrete driveway and walkway in front of a Lot and any approved patio constructed upon the Common Areas at the rear of the Dwelling Unit which must be in compliance with all governmental regulations applicable thereto and to the community as a whole. Prior to the construction of any such patio the approval of the ACC must be obtained in writing pursuant to plans submitted in compliance with rules promulgated by the ACC. Nothing herein, nor the association's approval, shall be deemed to imply that governmental consent for such construction can be attained. The Owner with use of the Limited Common Non-Lot Area shall be responsible for the construction, repair, replacement, and maintenance of any patio constructed upon the Limited Common Non-Lot Area abutting his Lot. The Association shall be responsible for maintenance, repair, and replacement of all Limited Common Non-Lot Area driveways and walkways.

3. A new Section 1.6(b) of Article I of the Declaration is hereby added to the Declaration and shall read in its entirety as follows:

1.6(b) "Limited Common Areas" shall mean both the Limited Common Lot Areas and the Limited Common Non-Lot Areas. For the purposes of Article VI "Limited Common Areas" are included in the term "Common Areas".

4. Article IV, Section 4.1 of the Declaration is hereby revised to read in its entirety as follows:

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 these covenants are recorded, the Association shall be responsible for the maintenance of all Common Areas (whether or not conveyed or to be conveyed to the Association) except Limited Common Non-Lot Area patios, in a continuous and satisfactory manner without cost to the general taxpayers of Palm Beach County. It is intended that all real estate taxes against the Common Areas shall be proportionally assessed against and payable as part of the taxes of the Lots within The Properties. However, in the event that any such taxes are assessed directly against the Common Areas, the Association shall be responsible for the payment of the same, 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.~~

RECORDERS MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.

5. A new Section 4.1(a) of Article IV of the Declaration is hereby added to the Declaration and shall read in its entirety as follows:

4.1(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.

6. New Sections 4.2d(1) and 4.2d(2), of Article IV of the Declaration, are hereby added to the Declaration and shall read in their entirety as follows:

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 cost 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.

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 and; (ii) the total square footage of any approved patio shall not exceed 150 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.

b. The "Assignment of Use Rights to Limited Common Non-Lot Areas" shall be a written instrument signed by any two (2) officers of the Association, and in recordable form which shall describe the Limited Common Non-Lot Area, the use of which is to be assigned, the name of the transferee and the transferee's Lot number, which shall thereupon be recorded in the Book.

c. The approval of a majority of the entire Board of Directors shall be required for the original Assignment of the Limited Common Non-Lot Area and any assignment pursuant hereto. The transfer of the use of a Limited Common Non-Lot Area to a subsequent purchaser of the unit to which the exclusive use right is assigned may be approved by any two officers, as directed by the Board.

d. If there is any alteration of, or any structure to be

constructed upon any Limited Common Non-Lot Area, the prior approval of the Architectural Control Committee is required.

e. The use of any Limited Common Non-Lot Area granted to an Owner pursuant hereto may not be transferred or assigned except as provided in subparagraph (a) and (c) above.

f. The Board shall have the right to adopt rules and regulations governing use of any Limited Common Non-Lot Area.

7. Article IV, Section 4.4, of the Declaration is hereby revised to read in its entirety as follows:

4.4 Maintenance. The Association shall at all times maintain in good repair, operate, manage and insure, and shall replace as often as necessary, the Common Areas and any and all improvements situated on the Common Areas (upon completion of construction by Developer), except Limited Common Non-Lot Area patios, which shall be maintained by the Owner with the use right to the Limited Common Non-Lot Area, including, but not limited to, all recreational facilities, landscaping, paving, entry features, drainage structures, and other structures (except utilities and except for improvements to be maintained by the Master Association in accordance with the Master Declaration, and except for Limited Common Non-Lot Area patios which are to be maintained by the Owner with the use right of the Limited Common Non-Lot Area); all such work to be done as ordered by the Board of Directors of the Association acting on a majority vote of the Board members. Maintenance of street lighting fixtures, if any, shall include and extend to payment for electricity consumed in their illumination. Without limiting the generality of the foregoing, the Association shall assume all of Developer's responsibility to the County of any kind with respect to the Common Areas, 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 and all expenses hereunder shall be paid for by the Association through assessments imposed in accordance with Article VI. Such assessments shall be assess against all Lots equally. No Owner may waive or otherwise escape liability for the assessments for such maintenance by non-use of the Common Areas or abandonment of his right to use the Common Areas.

8. Article IV, Section 4.5, of the Declaration is hereby revised to read in its entirety as follows:

4.5 Limited Common Areas. The Association shall be responsible for the repair, replacement, and maintenance of the limited common areas, except for any Limited Common

Non-Lot Area patios, all such work to be done as ordered by the Board of Directors of the Association acting on a majority vote of the Board Members. All work pursuant to this Section and all expenses hereunder shall be paid for by the Association through assessments imposed in accordance with Article VI. The Association shall have a permanent and perpetual easement over and across the lots for the purpose of repairing or maintaining the limited common areas pursuant hereto. The Owner of the Lot with the use right to the Limited Common Non-Lot Area patio shall be responsible for its maintenance, repair and replacement. Should any Owner with the use rights to a Limited Common Non-Lot Area fail to maintain the Limited Common Non-Lot Area patio abutting his Lot, the Association shall have the right, but not the obligation, to enter upon said Limited Common Non-Lot Area for the purpose of performing necessary maintenance and to assess the Lot Owner whose patio is thus maintained the cost thereof. The Association shall also have the right to enter upon any Limited Common Non-Lot Area from time to time as it deems necessary to perform its maintenance responsibilities as set forth in Article IV.

9. Article VII, Section 7.2, of the Declaration is hereby revised to read in its entirety as follows:

7.2 Architectural Control Committee. The Board of Directors of the Association shall establish an Architectural Control Committee ("ACC") which shall have six (6) committee members appointed by the Board of Directors of the Association who shall serve at the pleasure of the Board, and may be removed by the Board at any time, with or without cause, and act as the agent of the Board. Three (3) members constitute a quorum for the purpose of convening ACC meetings and carrying on the business of the ACC. The ACC shall, subject to the direction of the Board, be responsible for the review and, approval of any alteration in the exterior appearance of any building, wall, fence, landscaping or other structure or improvement located on a Lot or upon Common Area or Limited Common Area. No building, wall, fence or other structure or improvement of any nature (including landscaping) shall be erected, placed or altered on any Lot, Common Area, or Limited Common Area until the construction plans and specifications and a plan showing the location of the structure and landscaping as may be required by the ACC have been approved in writing by the ACC, pursuant to procedure as established and/or approved by the Board. Each building, wall, fence or other structure or improvement of any nature, together with the landscaping, shall be erected, placed or altered upon the premises only in accordance with the plans and specifications and plot plan so approved. Refusal of approval of plans, specifications and plot plans, or any of them, may be based on any ground, including purely aesthetic grounds, which in

the sole and uncontrolled discretion of the ACC seem sufficient. Any change in the exterior appearance of any building, wall, fence or other structure or improvement and any change in the appearance of the landscaping shall be deemed an alteration requiring approval. The ACC shall, subject to the approval of the Board, have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this section. A majority of the ACC members present at a duly convened meeting of the ACC may take any action the ACC is empowered to take, may designate a representative to act for the ACC and may employ personnel and consultants to act for it, subject to such policies and procedures as the Board may establish in regard thereto. In the event of death, disability or resignation of any member of the ACC, a successor shall be designated by the Board of Directors of the Association. The members of the ACC shall not be entitled to any compensation for services performed pursuant to this Declaration. All submissions to the ACC shall be made by hand delivery with receipt acknowledged in writing by the ACC or by certified mail, return receipt requested, addressed to the ACC at such address as may be designated from time to time by 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 approved. The decision of the ACC as to any submission shall, subject to confirmation by the Board if required pursuant to Board policy, be final.

10. Article VII, Section 7.3, of the Declaration is hereby revised to read in its entirety as follows:

7.3 No Alteration to Lots. ~~to Limited-Common Areas.~~ In order to maintain the uniform appearance of the Lots, no Owner shall make any change to the exterior surface of a Dwelling Unit or to the landscaping ~~installed by Developer on the~~ Common Area surrounding each Lot without the prior written approval of the A.C.C. Pursuant to Section 4.5 hereof, the Association shall maintain all Limited Common Areas except for any Limited Common Non-Lot Area patios. ~~of each lot and~~ The cost ~~thereof~~ 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 to be collected by the Association.

RECORDER'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.

AMENDMENT TO: RULE NO. 19 AS APPROVED BY THE BOARD OF DIRECTORS
BY UNANIMOUS VOTE ON AUGUST 8, 1989.

- #19 : No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any dwelling unit, on a Lot or on the Common Areas, except for use in barbecuing. When the Unit Owner wishes to keep the barbeque grill on the outside, the barbeque grill shall be stored, when not in use by Unit Owners, at the rear of a Unit, against the rear of said Unit, on REMOVABLE BLOCKS MEASURING 3'X3' and can be made up of either 9", 12", or 18" blocks of any configuration, totaling the aforementioned 3'X3' area. Said blocks must be PLACED IN THE GROUND AT SOD LEVEL. Should the Owner discontinue the usage of said pad for storage of the barbeque equipment or should the Unit Owner sell or move, they shall be responsible for the replacement of the grass under the aforesaid slab area. The Association or Management Company shall not be responsible or be liable for any damage to grills or pad from water from sprinklers or from equipment used during lawn cuttings or maintenance.

-(NOTE): NEW LANGUAGE UNDERLINED. ~~DELETED LANGUAGE STRUCK THROUGH.~~

EXHIBIT "A"

RECORDER'S MEMO: Legibility
of Writing, Typing or Printing
unsatisfactory in this document
when received.

#25 No, animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot. Household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose, and provided they do not become a nuisance or annoyance to any other owner. No pet shall be permitted outside of its Owners dwelling unless attended by an adult and on a leash not more than six feet long. Said pets shall only be walked or taken upon those portions of the Common Areas designated by the Association from time to time for such purposes. Said-designated areas shall be restricted only to that area called "The Swale" on the following Streets, Lakeridge Boulevard, Astaire Avenue. (For the purpose of indentification, the Swale shall mean that area that goes from the sidewalk to the curb on both streets, an area of aproximately 25 to 30 feet wide.) In no event shall said pets ever be allowed to be walked or taken on or about any recreational facilities (if any) contained within the Common Areas. No dog or other pets shall be permitted to have excretions on any Common Areas or Limited Common Areas, except areas designated by the Association, and Owners shall be responsible to clean up any such improper excretions. For the purposes hereof "household pets" shall mean dogs, cats, domestic birds, and fish. Pets shall also be subject to all other applicable rules and regulations.

Starting with the date of approval and posting of this amendment the following rules shall apply. All owner who shall have a dog or cat being kept at any unit or lot, shall register said dog or cat with the Board of Directors. A picture of said dog or cat must be supplied to the Board of Directors, and a full description of said dog or cat must be furnished with the picture.

At the demise of said dog or cat, no replacement shall be allowed. NO dogs or cats shall be allowed to be brought on the premises by any new owners consummating a resale of any Lot or Unit at TOWN VILLAS. Dogs or cats shall not be allowed to be brought on the premises by any rentor, lessee or visitor of or to any Lot or Unit at TOWN VILLAS.

* ~~ALL WORDS CROSSED OUT ARE OMISSION:~~ ALL WORD UNDERLINED ARE ADDITIONS.

EXHIBIT "A"

RECORDER'S MEMO: Legibility
of Writing, Typing or Printing
unsatisfactory in this document
when received.

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

CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS OF
TOWN VILLAS AT MOON LAKE
HOMEOWNERS ASSOCIATION

THIS CERTIFICATION OF AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS OF TOWN VILLAS AT MOON LAKE HOMEOWNERS ASSOCIATION, INC., ("Amendment"), is made this 15TH day of July by the President and Secretary of TOWN VILLAS AT MOON LAKE HOMEOWNERS ASSOCIATION, INC. ("Association").

WITNESSETH:

WHEREAS, the Association and its Members are subject to the Declaration of Covenants and Restrictions for Town Villas at Moon Lake filed in Official Records Book 4926, Page 261, of the Public Records of Palm Beach County, Florida ("Declaration"); and

WHEREAS, the Association is the Association as such term is defined in the Declaration; and

WHEREAS, pursuant to Article 11, Section 11.5, of the Declaration, the Declaration may be amended by approval by a majority of the members of the Association in attendance at a meeting at which a quorum of members is present.

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

1. A meeting duly called and noticed for the purpose of amending the Declaration was held on the 11th day of July, 1989, in accordance with the Declaration, the Articles and the Bylaws of the Association.
2. That at said meeting of the members, more than a majority of the unit owners affirmatively voted to adopt the Amendment to the Declaration attached hereto as Exhibit "A".
3. The adoption of the Amendment appears in the minutes of the Association and said approval is unrevoked.

IN WITNESS WHEREOF the undersigned has set their hand and seal this 15TH day of July, 1989.

SIGNED, SEALED AND DELIVERED
PRESENCE OF:

TOWN VILLAS AT MOON LAKE
HOMEOWNERS ASSOCIATION, INC.

Teddy Teubman

BY: Les Goldman
Les Goldman,
President

Sol Glazer

ATTEST: Sol Glazer
Sol Glazer, Secretary

CORPORATE SEAL

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

The foregoing instrument was acknowledged before me this 15TH day of July, 1989 by Les Goldman and Sol Glazer, respectively, as President and Secretary of TOWN VILLAS AT MOON LAKE HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, and they acknowledged executing same freely and voluntarily under the authority duly vested in them by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation.

[Signature]
NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires March 16, 1991

Prepared by and return to:
LES H. STEVENS
Sachs & Sax, P.A.
P.O. Box 810037
Boca Raton, Florida 33481-0037

EXHIBIT "A"

[New language underlined. Deleted language ~~struck-through~~.]

1. Article I, Section 1.6, of the Declaration be revised to read in its entirety as follows:

1.6 "Limited Common 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 which shall be maintained by the Association in the same manner that the common areas are maintained by the Association. The limited common areas shall include 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. For the purposes of Article VI "limited common areas" are included in the term "Common Areas."

2. Article IV, Section 4.5, of the Declaration shall be revised to read in its entirety as follows:

Section 4.5 Limited Common Areas. The Association shall be responsible for the repair, replacement, and maintenance of the limited common areas; all such work to be done as ordered by the Board of Directors of the Association acting on a majority vote of the Board Members. All work pursuant to this Section and all expenses hereunder shall be paid for by the Association through assessments imposed in accordance with Article VI. The Association shall have a permanent and perpetual easement over and across the lots for the purpose of repairing or maintaining the limited common areas.

3. Article VII, Section 7.3, of the Declaration shall be revised to read in its entirety as follows:

Section 7.3 No Alteration to Limited Common Areas. In order to maintain the uniform appearance of the lots, no Owner shall make any change to the exterior surface of a dwelling unit or to the landscaping installed by Developer on the Common Area surrounding each lot without the prior written approval of the A.C.C. Pursuant to Section 4.5 hereof, the Association shall maintain all limited common areas of each lot ~~(including the exterior walls of each dwelling unit~~ and the cost thereof shall be paid by all Owners as part of the annual assessment to be collected by the Association.

4. Article IX of the Declaration is deleted in its entirety.

CERTIFICATE OF AMENDMENT TO THE ORS 6212 P: 582
DECLARATION OF COVENANTS AND RESTRICTIONS OF
TOWN VILLAS AT MOON LAKE
HOMEOWNERS ASSOCIATION

THIS CERTIFICATION OF AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS OF TOWN VILLAS AT MOON LAKE HOMEOWNERS ASSOCIATION, INC., ("Amendment"), is made this 26TH day of September, 1989, by the Vice President and Secretary of TOWN VILLAS AT MOON LAKE HOMEOWNERS ASSOCIATION, INC. ("Association").

WITNESSETH:

WHEREAS, the Members are subject to the Declaration of Covenants and Restrictions filed in Official Records Book 4926, Page 261, of the Public Records of Palm Beach County, Florida ("Declaration"); and

WHEREAS, the Association is the Association as such term is defined in the Declaration; and

WHEREAS, pursuant to Article 11, Section 5, of the Declaration, the Declaration may be amended by approval by a majority of the members of the Association in attendance at a meeting at which a quorum of members is present.

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

1. A meeting duly called and noticed for the purpose of amending the Declaration was held on the 26th day of September, 1989, in accordance with the Declaration, the Articles and the Bylaws of the Association.
2. That at said meeting of the members, more than a majority of the unit owners affirmatively voted to adopt the Amendment to the Declaration attached hereto as Exhibit "A".
3. The adoption of the Amendment appears in the minutes of the Association and said approval is unrevoked.

IN WITNESS WHEREOF the undersigned has set their hand and seal this 26TH day of September, 1989.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

David Wallach

David Wallach

TOWN VILLAS AT MOON LAKE
HOMEOWNERS ASSOCIATION, INC.

BY: Len Levinsohn
Len Levinsohn,
Vice President

ATTEST: Sol Glazer
Sol Glazer, Secretary

CORPORATE SEAL

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

The foregoing instrument was acknowledged before me this 26TH day of September, 1989 by Len Levinsohn and Sol Glazer, respectively, Vice President and Secretary of TOWN VILLAS AT MOON LAKE HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, and they acknowledged executing same freely and voluntarily under the authority duly vested in them by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation.

David G. [Signature]
NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires March 16, 1991

Sacks & Sax, P.A.



EXHIBIT "A"

[New language underlined. Deleted language struck-through.]

Be it hereby resolved that:

1. Article XI, Section 11.3 of the Declaration is hereby amended to read in its entirety as follows:

Section 11.3 Enforcement. Enforcement of these covenants and restrictions shall be accomplished by means of a proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association, the Master Association or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. These covenants may also be enforced by the Architectural Control Committee. All costs and attorneys' fees expended to enforce the terms and conditions of this Declaration, the Articles, Bylaws or Rules and Regulations, shall be reimbursed to the prevailing party including, but not limited to, attorney conferences, opinions, demand letters, etc., and all trial and appellate proceedings.

CERTIFICATE OF AMENDMENT TO THE ORS 6212 P. 584
BYLAWS OF
TOWN VILLAS AT MOON LAKE
HOMEOWNERS ASSOCIATION

THIS CERTIFICATION OF AMENDMENT TO THE BYLAWS OF TOWN VILLAS AT MOON LAKE HOMEOWNERS ASSOCIATION, INC., ("Amendment"), is made this 26th day of September, 1989, by the Vice President and Secretary of TOWN VILLAS AT MOON LAKE HOMEOWNERS ASSOCIATION, INC. ("Association").

WITNESSETH:

WHEREAS, the Members are subject to the Declaration of Covenants and Restrictions filed in Official Records Book 4926, Page 261, of the Public Records of Palm Beach County, Florida ("Declaration"); and

WHEREAS, the Association is the Association as such term is defined in the Declaration; and

WHEREAS, the Bylaws of the Association are attached to said Declaration as Exhibit "D" thereto; and

WHEREAS, pursuant to Article VIII, Section 1, of the Bylaws, the Bylaws may be amended by approval by a majority of the members of the Association in attendance at a meeting at which a quorum of members is present.

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

1. A meeting duly called and noticed for the purpose of amending the Bylaws was held on the 26th day of September, 1989, in accordance with the Declaration, the Articles and the Bylaws of the Association.
2. That at said meeting of the members, more than a majority of the unit owners affirmatively voted to adopt the Amendment to the Bylaws attached hereto as Exhibit "A".
3. The adoption of the Amendment appears in the minutes of the Association and said approval is unrevoked.

IN WITNESS WHEREOF the undersigned has set their hand and seal this 26th day of September, 1989.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

David Wallach

TOWN VILLAS AT MOON LAKE
HOMEOWNERS ASSOCIATION, INC.

BY: Len Levinsohn
Len Levinsohn,
Vice President

David Wallach

ATTEST: Sol Glazer
Sol Glazer, Secretary

CORPORATE SEAL

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

The foregoing instrument was acknowledged before me this 26th day of September, 1989 by Len Levinsohn and Sol Glazer, respectively, Vice President and Secretary of TOWN VILLAS AT MOON LAKE HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, and they acknowledged executing same freely and voluntarily under the authority duly vested in them by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation.

David J. [Signature]
NOTARY PUBLIC

My Commission Expires:



Notary Public, State of Florida at Large
My Commission Expires March 16, 1991

Seche + Sax, P.A. ✓

EXHIBIT "A"

[New language underlined. Deleted language struck-through.]

Be it hereby resolved as follows:

1. Article IV, Section 2 of the Bylaws is hereby amended to read in its entirety as follows:

Section 2. The Board of Directors of the Association shall consist of three (3) directors, who shall serve as directors until such time as the Developer no longer holds the majority of the votes to be cast by the Members of the Association, or sooner at the Developer's option. When the Developer no longer holds the majority of votes, the number of directors shall be increased to nine (9), who shall be elected in the following manner: The membership of the Association shall be divided into three separate districts (the "Districts"). The Members of the Association shall be assigned to the respective Districts based upon their Lot ownership, in accordance with the schedule attached hereto as Exhibit A. The Members of each District shall elect three (3) directors, who shall be elected by the majority of the members of the respective District present in person or by proxy at a special meeting of the District membership called for the purpose of electing directors. Upon the election of three (3) directors in each District, the term of office of one (1) director shall be fixed for three (3) years, the term of office of one (1) director shall be fixed for (2) years, and the term of office of one (1) director shall be fixed at one (1) year. At the expiration of the initial term of office of each director in each District, which initial term shall be deemed to be one, two, or three years plus the period from the date of turnover from the Developer to the date of the first unit owner annual meeting after said turnover, the successor director shall be elected by the Members of the respective District to serve a term of three (3) years. The directors of each District shall hold office until their successors have been elected and hold their first meeting, the intent and purpose being that the term of office of at least one-third (1/3) of the directors within each District shall expire annually.

EXHIBIT "A"

1. A new Article XII shall be added to the Declaration of Covenants and Restrictions for Town Villas at Moon Lake which shall read in its entirety as follows:

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 18 shall be permitted to reside on a lot, and no person under the age of 18 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.

2. Section 7.2 of the Declaration be and hereby is amended to read in its entirety as follows:

Section 7.2 Architectural Control Committee. The Board of Directors of the Association shall establish an Architectural Control Committee ("ACC"), which shall have six (6) committee members appointed by the Board of Directors of the Association who shall serve at the pleasure of the Board, and may be removed by the Board at any time, with or without cause, and act as the agent of the Board. Three (3) members constitute a quorum for the purpose of convening ACC meetings and carrying on the business of the ACC. The ACC shall, subject to the direction of the Board, be responsible for the review and approval of any alteration in the exterior appearance of any building, wall, fence, landscaping or other structure or improvement located on a Lot. No building, wall, fence or other structure or improvement of any nature (including landscaping) shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure and landscaping as may be required by the ACC have been approved in writing by the ACC, pursuant to procedure as established and/or approved by the Board. Each building, wall, fence or other structure or improvement of any nature, together with the landscaping, shall be erected, placed or altered upon the premises only in accordance with the plans and

RECORDER'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.

specifications and plot plan so approved. Refusal of approval of plans, specifications and plot plans, or any of them, may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the ACC seem sufficient. Any change in the exterior appearance of any building, wall, fence or other structure or improvement and any change in the appearance of the landscaping shall be deemed an alteration requiring approval. The ACC shall, subject to the approval of the Board, have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this section. A majority of the ACC members present at a duly convened meeting of the ACC may take any action the ACC is empowered to take, may designate a representative to act for the ACC and may employ personnel and consultants to act for it, subject to such policies and procedures as the Board may establish in regard thereto. In the event of death, disability or resignation of any member of the ACC, a successor shall be designated by the Board of Directors of the Association. The members of the ACC shall not be entitled to any compensation for services performed pursuant to this Declaration. All submissions to the ACC shall be made by hand delivery with receipt acknowledged in writing by the ACC or by certified mail, return receipt requested, addressed to the ACC at such address as may be designated from time to time by the Board of Directors. The ACC shall act on submissions to it within thirty (30) days after acknowledged receipt of the complete submission same, or else the request shall be deemed approved. The decision of the ACC as to any submission shall, subject to confirmation by the Board if required pursuant to Board policy, be final.

3. Section 1.1 of Article I of the Declaration shall be amended to read as follows:

"Association" or "Overall Association" shall mean and refer to TOWN VILLAS AT MOON LAKE HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, which ~~is-to-be-incorporated~~

4. Section 1.10 of Article I of the Declaration shall be amended to read as follows:

~~"Overall--Association"~~ or "Master Association" shall mean and refer to Moon Lake Master Homeowners Association, Inc., a Florida corporation not-for-profit, which ~~is-to-be-incorporated~~.

5. A new Section 11.11 of Article XI of the Declaration shall be added to the Declaration, which shall read in its entirety as follows:

Notice. Notwithstanding anything herein

RECORDER'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.

to the contrary, any notice to the Association required hereunder shall be mailed certified mail, return receipt requested with postage prepaid to the following address:

Town Villas at Moon Lake
Homeowners Association, Inc.
9251 Fontaine Place
Boca Raton, Florida 33496

6. A new Section 11.12 of Article XI of the Declaration shall be added to the Declaration which shall read in its entirety as follows:

The rules and regulations attached to this amendment as Exhibit "1" hereto are the rules and regulations as duly enacted by the Association on the date hereof and replace those which were recorded as Exhibit to the Declaration as originally recorded. These rules and regulations shall be in effect until altered or amended by the Association as set forth in Article IV hereof. Any amendment or alteration of these rules shall be evidenced by the recording of a certificate executed by the Association and recorded in the Public Records of Palm Beach County, Florida.

7. Article IV, Section 4.4, Article VII, Section 7.4, Article XI, Section 11.1 and Section 11.3 of the Declaration shall be and are hereby amended to delete the the word "Overall" where it appears in said Sections and to replace said word with the word "Master."

* New language is underlined; deleted language is ~~struck~~ through.

RECORDER'S MEMO: Legibility
of Writing, Typing or Printing
unsatisfactory in this document
when received.

c:\homeowne\document\notice.spc

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

EXHIBIT "A"

1. A new Article XII shall be added to the Declaration of Covenants and Restrictions for Town Villas at Moon Lake which shall read in its entirety as follows:

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 18 shall be permitted to reside on a Lot, and no person under the age of 18 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.

2. Section 7.2 of the Declaration be and hereby is amended to read in its entirety as follows:

Section 7.2 Architectural Control Committee. The Board of Directors of the Association shall establish an Architectural Control Committee ("ACC") which shall have six (6) committee members appointed by the Board of Directors of the Association who shall serve at the pleasure of the Board, and may be removed by the Board at any time, with or without cause, and act as the agent of the Board. Three (3) members constitute a quorum for the purpose of convening ACC meetings and carrying on the business of the ACC. The ACC shall, subject to the direction of the Board, be responsible for the review and approval of any alteration in the exterior appearance of any building, wall, fence, landscaping or other structure or improvement located on a Lot. No building, wall, fence or other structure or improvement of any nature (including landscaping) shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure and landscaping as may be required by the ACC have been approved in writing by the ACC, pursuant to procedure as established and/or approved by the Board. Each building, wall, fence or other structure or improvement of any nature, together with the landscaping, shall be erected, placed or altered upon the premises only in accordance with the plans and

specifications and plot plan so approved. Refusal of approval of plans, specifications and plot plans, or any of them, may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the ACC seem sufficient. Any change in the exterior appearance of any building, wall, fence or other structure or improvement and any change in the appearance of the landscaping shall be deemed an alteration requiring approval. The ACC shall, subject to the approval of the Board, have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this section. A majority of the ACC members present at a duly convened meeting of the ACC may take any action the ACC is empowered to take, may designate a representative to act for the ACC and may employ personnel and consultants to act for it, subject to such policies and procedures as the Board may establish in regard thereto. In the event of death, disability or resignation of any member of the ACC, a successor shall be designated by the Board of Directors of the Association. The members of the ACC shall not be entitled to any compensation for services performed pursuant to this Declaration. All submissions to the ACC shall be made by hand delivery with receipt acknowledged in writing by the ACC or by certified mail, return receipt requested, addressed to the ACC at such address as may be designated from time to time by the Board of Directors. The ACC shall act on submissions to it within thirty (30) days after acknowledged receipt of the complete submission same, or else the request shall be deemed approved. The decision of the ACC as to any submission shall, subject to confirmation by the Board if required pursuant to Board policy, be final.

3. Section 1.1 of Article I of the Declaration shall be amended to read as follows:

"Association" or "Overall Association" shall mean and refer to TOWN VILLAS AT MOON LAKE HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, which is-to-be-incorporated

4. Section 1.10 of Article I of the Declaration shall be amended to read as follows:

~~"Overall Association"~~ or "Master Association" shall mean and refer to Moon Lake Master Homeowners Association, Inc., a Florida corporation not-for-profit, which is-to-be-incorporated.

5. A new Section 11.11 of Article XI of the Declaration shall be added to the Declaration which shall read in its entirety as follows:

Notice. Notwithstanding anything herein

to the contrary, any notice to the Association required hereunder shall be mailed certified mail, return receipt requested with postage prepaid to the following address:

Town Villas at Moon Lake
Homeowners Association, Inc.
9251 Fontaine Place
Boca Raton, Florida 33496

6. A new Section 11.12 of Article XI of the Declaration shall be added to the Declaration which shall read in its entirety as follows:

The rules and regulations attached to this amendment as Exhibit "1" hereto are the rules and regulations as duly enacted by the Association on the date hereof and replace those which were recorded as Exhibit to the Declaration as originally recorded. These rules and regulations shall be in effect until altered or amended by the Association as set forth in Article IV hereof. Any amendment or alteration of these rules shall be evidenced by the recording of a certificate executed by the Association and recorded in the Public Records of Palm Beach County, Florida.

7. Article IV, Section 4.4, Article VII, Section 7.4, Article XI, Section 11.1 and Section 11.3 of the Declaration shall be and are hereby amended to delete the the word "Overall" where it appears in said Sections and to replace said word with the word "Master."

* New language is underlined; deleted language is ~~struck~~ through.

c:\homeowne\document\notice.spc

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

EXHIBIT " 1 "
TO
THE DECLARATION OF COVENANTS AND RESTRICTIONS
FOR TOWN VILLAS AT MOOR LAKE

RULES AND REGULATIONS

* 1. The Town Villas at Moor Lake shall be a community for adults over the age of 18 years. No person under the age of 18 shall be permitted to reside on a lot, and no person under the age of 18 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.

* 2. 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 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.

3. The Common Areas and facilities shall not be obstructed nor used for any purpose other than the purposes intended therefor; nor shall any carts, bicycles, carriages, chairs, tables or any other similar objects be stored therein.

4. The personal property of Owners must be stored in their respective dwelling units.

5. No garbage cans, supplies, milk bottles or other articles shall be placed on the exterior portions of any dwelling unit or Lot and no linens, cloths, clothing, curtains, rugs, mops, or laundry of any kind, or other articles, shall be shaken or hung from or on the dwelling unit, the Lot or any of the windows, doors, fences, balconies, patios or other portions of the dwelling unit or Lot, except that laundry may be hung from clotheslines which are not visible from the public rights-of-way.

6. No Owner shall permit anything to fall, nor sweep or throw, from the dwelling unit any dirt or other substance onto the Lot or Common Areas.

7. No noxious, offensive or unlawful activity shall be carried on upon The Properties, nor shall anything be done thereon which may be or may become an annoyance or nuisance to other Owners.

8. Employees of the Overall Association are not to be sent out by Owners for personal errands. The Board of Directors shall be solely responsible for directing and supervising employees of the Association.

9. No vehicle which cannot operate on its own power shall remain on The Properties for more than twenty-four (24) hours, and no repair of vehicles shall be made thereon.

10. No Owner shall make or permit any disturbing noises in the Common Areas and facilities by himself or his family, servants, employees, agents, visitors or licensees, nor permit any conduct by such persons that will interfere with the rights, comforts or conveniences of other Owners. No Owner shall play or permit to be played any musical instrument, nor operate or permit to be operated a phonograph, television, radio or sound amplifier or any other sound equipment in his Residential Unit or on his Lot or in the Common Areas or facilities in such a manner as to disturb or annoy other residents. No Owner shall conduct, nor permit to be conducted, vocal or instrumental instruction at any time which disturbs other residents.

* THE REVISED REGULATIONS No 1 AND No 2 ARE HEREBY ATTACHED.

RECORDER'S MEMO: Legibility
of Writing, Typing or Printing
unsatisfactory in this document
when received.

11. No sign of any kind shall be displayed to the public view on The Properties, except only one sign of not more than one (1) square foot used to indicate the name of the resident or one sign of not more than two (2) square feet advertising The Property for sale or for rent (in locations and in accordance with design standards approved by the appropriate ACC), or any sign used by a builder to advertise the company during the construction and sales period. No sign of any kind shall be permitted to be placed in the window of, or on the outside walls any residential Unit or on any fences on The Properties, nor on the Common Areas, nor on dedicated areas, nor on entryways or any vehicles within The Properties, except signs used or approved by the Developer.

12. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted on, upon or in the Common Areas, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in the Common Areas. No derrick or other structure designed for use in boring for oil, natural gas or minerals shall be erected, maintained or permitted upon any portion of The Properties subject to this Declaration.

13. No obstruction to visibility at street intersections or Common Area intersections shall be permitted.

14. No commercial trucks shall be permitted to be parked or to be stored at any place on The Properties. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up and delivery and other commercial services for personal use which are in acceptable condition in the sole opinion of the Board (which favorable opinion may be changed at any time), nor to any vehicles of the Developer. ~~No on-street parking shall be permitted.~~

~~Any commercial truck parked in violation of these rules and regulations or other restrictions contained herein or in the foregoing Declaration, as they may be amended, may be towed by the Owner's Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of 24 hours from the time a notice of violation is placed on the vehicle. The Association shall not be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing and once the notice of violation is posted, neither its removal, nor failure of the owner to receive it, shall be grounds for relief of any kind.~~

15. No tent, trailer, shed or other structure of a temporary character shall be permitted on The Properties at any time, other than those structures which may be installed or used by the Developer during construction. No mobile home or recreational vehicle on The Properties shall be used at any time as a residence, either temporarily or permanently, except by the Developer during construction.

16. No exterior antennae shall be permitted on any Lot or improvement thereon, or in the Common Areas, except that Developer shall have the right to install and maintain community antennae and radio and television lines and temporary communications systems.

17. No electronic equipment may be permitted in or on any dwelling unit or Lot which interferes with the television or radio reception of another dwelling unit.

18. 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, except as approved by the Architectural Control Board.

19. No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any dwelling unit, on a Lot or on the Common Areas, except for use in barbecuing.

20. An Owner who plans to be absent during the hurricane season must prepare his dwelling unit and Lot prior to his departure by designating a responsible firm or individual to care for his dwelling unit and Lot should the dwelling unit suffer hurricane damage, and furnishing the Association with the

*THE AMENDED REGULATION No 14 IS HEREBY ATTACHED.

RECORDER'S MEMO: Legibility
of Writing, Typing or Printing
unsatisfactory in this document
when received.

name(s) of such firm or individual. Such firm or individual shall be subject to the approval of the Association.

21. An Owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of his dwelling unit.

22. No garbage refuse, trash or rubbish shall be deposited except as permitted by the Association. The requirements from time to time of Palm Beach County for disposal or collection of waste shall be complied with. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Containers must be rigid plastic, no less than 20 gallons or more than 32 gallons in capacity, and well sealed. Such containers may not be placed out for collection sooner than 24 hours prior to scheduled collection and must be removed within 12 hours of collection.

23. No clothing, laundry or wash shall be aired or dried on any portion of The Properties visible from the public rights-of-way.

24. No air conditioning units may be mounted through windows or walls. No building shall have any aluminum foil placed in any window or glass door or any reflective substance placed on any glass, except such as may be approved by the appropriate ACC for energy conservation purposes.

25. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot. Household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose, and provided they do not become a nuisance or annoyance to any other Owner. No pet shall be permitted outside of its Owner's dwelling unit unless attended by an adult and on a leash not more than six (6) feet long. Said pets shall only be walked or taken upon those portions of the Common Areas designated by the Association from time to time for such purposes. In no event shall said pets ever be allowed to be walked or taken on or about any recreational facilities (if any) contained within the Common Areas. No dogs or other pets shall be permitted to have excretions on any Common Areas, except areas designated by the Association, and Owners shall be responsible to clean up any such improper excretions. For purposes hereof, "household pets" shall mean dogs, cats, domestic birds, and fish. Pets shall also be subject to all other applicable rules and regulations.

26. All persons using any pool on the Common Areas shall do so at their own risk. All children under sixteen (16) years of age visiting an Owner or tenant must be accompanied by a responsible adult. Bathers are required to wear footwear and cover over their bathing suits in any enclosed recreation facilities. Bathers with shoulder-length hair must wear bathing caps while in the pool, and glasses and other breakable objects may not be utilized in the pool or on the pool deck. Pets are not permitted in the pool or pool area under any circumstances.

27. Children will be the direct responsibility of their parents or legal guardians, including full supervision of them while within the Properties and including full compliance by them with these Rules and Regulations and all other rules and regulations of the Overall Association. Loud noises will not be tolerated. All children under sixteen (16) years of age must be accompanied by a responsible adult when entering and/or utilizing the recreation facilities.

28. Every Owner and occupant shall comply with these rules and regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, By-Laws and Articles of Incorporation of the Overall Association, as amended from time to time. Failure of an Owner or occupant to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Overall Association shall have the right to suspend voting rights and use of recreation facilities in the event of failure to so comply. In addition to all other remedies, in the sole discretion of the Board of Directors of the Overall Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his tenants, family, guests, invitees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, or Articles of Incorporation or By-Laws, as provided in the Declaration.

RECORDER'S MEMO: Legibility
of Writing, Typing or Printing
unsatisfactory in this document
when received.

29. These rules and regulations shall not apply to the Developer, nor its agents or employees and contractors, or to institutional first mortgagees, nor to the lots owned by either the Developer or such mortgagees. All of these rules and regulations shall apply, however, to all other Owners and occupants even if not specifically so stated in portions hereof. The Board of Directors shall be permitted (but not required) to grant relief to one or more Owners from specific rules and regulations upon written request therefor and good cause shown in the sole opinion of the Board.

WEITZBA

**RECORDER'S MEMO: Legibility
of Writing, Typing or Printing
unsatisfactory in this document
when received.**

ITEMS 1 & 2 in their entirety shall be deleted.

In its place a new regulation shall and hereby is promulgated by the Board of Directors to take effect immediately by the posting of this new Regulation on the bulletin board on this date JANUARY 10TH, 1989, at the clubhouse of the Association.

ITEMS 1 & 2:

NO LOT OR ANY PORTION THEREOF, MAY BE LEASED OR RENTED BY AN OWNER FOR A PERIOD OF LESS THAN SIX (6) MONTHS AND ONE (1) DAY, AND NO LOT MAY BE RENTED OR LEASED MORE OFTEN THAN ONCE IN ANY CONSECUTIVE TWELVE (12) MONTH PERIOD STARTING WITH THE FIRST DAY OF THE LEASE OR RENTAL. NO LOT MAY BE SUBRENTED OR SUBLEASED.

ANY LEASE, RENTAL OR SALE OF ANY LOT MUST BE APPROVED BY A SCREENING COMMITTEE HEREBY ESTABLISHED.

- 2A: THE SCREENING COMMITTEE SHALL SUPPLY TO ANY OWNER SO REQUESTING AN APPLICATION FORM FOR APPROVAL OF SAID LEASE, OR SALE OF ANY UNIT OR LOT.
- B: THE SCREENING COMMITTEE MUST RECEIVE FROM SAID OWNER A NONREFUNDABLE FEE OF \$50.00 TO COVER SAID COSTS OF SAID SCREENING.
- C: THE SCREENING COMMITTEE MUST GET AUTHORIZATION FROM THE LESSOR TO THE BOARD TO ACT AS AGENT FOR THE LESSOR IF THE BOARD SO DESIRES WITH FULL POWER AND AUTHORITY TO TAKE SUCH ACTION AS MAY BE REQUIRED IF NECESSARY TO COMPEL THE LESSOR/RENTER OR THEIR GUESTS AND VISITORS TO COMPLY WITH ALL OF THE PROVISIONS OF THE DECLARATIONS AND SUPPORTIVE REGULATIONS AND EXHIBITS OF RULES + REGULATIONS OF THE ASSOCIATION AND WHERE NECESSARY TO VISIT SAID LESSORS/RENTORS AND ADVISE THEM OF ANY NONCOMPLIANCE, AND THE BOARD SHALL TAKE ANY NECESSARY ACTIONS TO ATTEMPT COMPLIANCE WITH SAID RULES + REGULATIONS. ANY COSTS OF SAID ACTION SHALL BE ASSESSED TO THE LOT OWNER.

RECORDER'S MEMO: Legibility
of Writing, Typing or Printing
unsatisfactory in this document
when received.

-2-

- D. ALL APPLICANTS MUST AGREE TO AN INTERVIEW WITH THE SCREENING COMMITTEE, OR IF REQUESTED, WILL AGREE TO SUBMIT ANY REQUIRED INFORMATION IN LIEU OF A PERSONAL INTERVIEW, AND WILL ACKNOWLEDGE IN WRITING HAVING RECEIVED AND READ THE RULES + REGULATIONS OF TOWN VILLAS OF MOON LAKES ASSOCIATION INC. AND AGREES THAT THEY UNDERSTAND THEM AND SHALL ABIDE BY THEM.
- E. IN THE EVENT THAT AN OWNER RENTS OR LEASES HIS LOT IN ACCORDANCE HEREWITH, THE OWNER SHALL DEPOSIT IN ESCROW WITH THE ASSOCIATION A SUM OF FIVE HUNDRED DOLLARS (\$500.00). SAID SUM IS A SECURITY DEPOSIT AND MAY BE USED BY THE ASSOCIATION TO REPAIR ANY DAMAGE TO THE COMMON AREAS RESULTING FROM ACTS OF OMISSIONS OF TENANTS OR LESSORS/RENTERS OR THEIR GUESTS AS DETERMINED IN THE SOLE DISCRETION OF THE BOARD OF DIRECTORS OF THE ASSOCIATION. THE OWNER OF A LOT WILL BE JOINTLY AND SEVERALLY LIABLE WITH HIS TENANT OR LESSEE 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 TENANTS, LESSEES OR GUESTS NEGLIGENCE. IT SHALL ALSO BE UNDERSTOOD THAT THE \$500.00 SECURITY DEPOSIT CAN ALSO BE USED TO SATISFY ANY FINES LEVIED ON THE OWNER ACCORDING TO SECTION 10.3 ARTICLE 10 OF THE DECLARATION OF COVENANTS AND RESTRICTIONS. ANY BALANCE REMAINING IN THE ESCROW ACCOUNT WILL BE RETURNED TO THE OWNER WITHIN NINETY (90) DAYS AFTER THE TENANT OR LESSEE PERMANENTLY MOVES OUT.
- F. THE \$50.00 FEE AS DESCRIBED IN PARAGRAPH "B" MAY BE WAIVED BY THE BOARD IF REQUESTED TO DO SO BY AN OWNER IN THE EVENT OF REPEAT LEASES OR RENTALS OF THE SAME UNIT TO THE SAME PARTY.
- G. THE SCREENING COMMITTEE MAY ESTABLISH ANY ADDITIONAL RULES OR REGULATIONS THAT IT DEEMS NECESSARY TO CARRY OUT THE PROVISIONS AND INTENTS OF THESE REGULATIONS AFTER SUBMITTING THEM TO THE BOARD OF DIRECTORS FOR THEIR PRIOR APPROVAL.

RECORDER'S MEMO: Legibility
of Writing, Typing or Printing
unsatisfactory in this document
when received.

THIS IS A FORMAL NOTIFICATION OF AN APPROVED AMENDMENT TO SECTION 14 OF EXHIBIT E (RULES AND REGULATIONS) OF THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR TOWN VILLAS AT MOON LAKE. The amendment takes effect IMMEDIATELY.

The following motion was approved by the Board of Directors on Dec. 27, 1988:

That Section 14 of our Rules and Regulations be amended to read:

a) Delete: "No on-street parking shall be permitted."
Add: "No on-street parking shall be permitted of any type of vehicles during the hours of 1:00 A.M. and 7:00 A.M., seven days a week, nor shall any vehicle be allowed to park on the grass areas or landscaped areas at any time within the grounds of Town Villas."

b) Delete, from: "Any commercial truck..." to: "a notice of violation is placed on the vehicle." Add: "Any vehicle, whether passenger, commercial, or otherwise, parked in violation of these rules and regulations, or other restrictions contained herein or in the foregoing declaration, as they may be amended, may be towed at the sole expense of the owner of such vehicle. The Association shall also have the option to apply and enforce Art. X of the Declaration of Covenants and Restrictions, which sets forth the Rules and Regulations for Compliance, Enforcement, and Fines for non-compliance by each owner, his tenants, guests, invitees, and agents."

RECORDER'S MEMO: Legibility
of Writing, Typing or Printing
unsatisfactory in this document
when received.

CERTIFICATE OF AMENDMENT TO THE
BY-LAWS OF TOWN VILLAS AT MOON LAKE
HOMEOWNERS ASSOCIATION, INC.

THIS CERTIFICATE OF AMENDMENT, made this 13th day of July 1988, by WEITZER MOON LAKE, LTD., a Florida limited partnership.

WITNESSETH:

WHEREAS, Weitzer Moon Lake, Ltd., a Florida limited partnership (the "Developer") is the Developer of the real property subject to the Declaration of Covenants and Restrictions for Town Villas at Moon Lake dated June 16, 1986 and recorded July 1, 1986 in Official Records Book 4926, Page 261, of the Public Records of Palm Beach County, Florida (the "Declaration"); and

WHEREAS, the By-Laws of Town Villas at Moon Lake Homeowners Association, Inc. (the "By-Laws") which are attached as Exhibit D to the recorded Declaration provide in Article VIII that the Developer shall have the absolute right to amend the By-Laws without the consent of the Members or the Board as long as the Developer owns any Lot (all of said capitalized terms having the same meanings as set forth in the Declaration); and

WHEREAS, the Developer continues to own one or more Lots; and

WHEREAS, the Developer wishes to amend Article IV, Section 2 of the By-Laws to change the manner of electing the Board of Directors of the Association.

NOW, THEREFORE, Article IV, Section 2 of the By-Laws is hereby amended in its entirety to read as follows:

Section 2. The Board of Directors of the Association shall consist of three (3) directors, who shall serve as directors until such time as the Developer no longer holds the majority of the votes to the coast by the Members of the Association, or sooner at the Developer's option. When the Developer no longer holds the majority of votes, the number of directors shall be increased to nine (9), who shall be elected in the following manner: The membership of the Association shall be divided into three separate districts (the "Districts"). The Members of the Association shall be assigned to the respective Districts based upon their lot ownership, in accordance with the schedule attached hereto as Exhibit A. The Members of each District shall elect three (3) directors, who shall be elected by the majority of the Members of the respective District present in person or by proxy at a special meeting of the District membership called for the purpose of electing directors. Upon the election of three (3) directors in each District, the term of office of one (1) director shall be fixed for three (3) years, the term of office of one (1) director shall be fixed for two (2) years, and the term of office of one (1) director shall be fixed at one (1) year. At the expiration of the initial term of office of each director in each District, the successor director shall be elected by the Members of the respective District to serve a term of three (3) years. The directors of each District shall hold office until their successors have

G. Deane Miller

EXHIBIT "A"

TOWN VILLAS AT MOON LAKE HOMEOWNERS ASSOCIATION, INC.

DISTRICT I TOTAL UNITS 160
(Northwest District AA)

BLOCK 12	LOTS 1 through 8
BLOCK 13	LOTS 1 through 8
BLOCK 56	LOTS 1 through 8
BLOCK 57	LOTS 1 through 8
BLOCK 58	LOTS 1 through 8
BLOCK 59	LOTS 1 through 8
BLOCK 60	LOTS 1 through 8
BLOCK 61	LOTS 1 through 8
BLOCK 62	LOTS 1 through 8
BLOCK 63	LOTS 1 through 8
BLOCK 64	LOTS 1 through 8
BLOCK 66	LOTS 1 through 8
BLOCK 67	LOTS 1 through 8
BLOCK 68	LOTS 1 through 8
BLOCK 69	LOTS 1 through 8
BLOCK 70	LOTS 1 through 8
BLOCK 71	LOTS 1 through 8
BLOCK 73	LOTS 1 through 8
BLOCK 74	LOTS 1 through 8
BLOCK 65	LOTS 1 through 4
BLOCK 72	LOTS 1 through 4

DISTRICT II TOTAL UNITS 164
(Northeast District BB)

BLOCK 34	LOTS 1 through 8
BLOCK 35	LOTS 1 through 8
BLOCK 36	LOTS 1 through 8
BLOCK 37	LOTS 1 through 8
BLOCK 38	LOTS 1 through 8
BLOCK 39	LOTS 1 through 8
BLOCK 40	LOTS 1 through 8
BLOCK 41	LOTS 1 through 8
BLOCK 42	LOTS 1 through 8
BLOCK 43	LOTS 1 through 8
BLOCK 44	LOTS 1 through 8
BLOCK 45	LOTS 1 through 8
BLOCK 46	LOTS 1 through 8
BLOCK 47	LOTS 1 through 8
BLOCK 49	LOTS 1 through 8
BLOCK 51	LOTS 1 through 8
BLOCK 52	LOTS 1 through 8
BLOCK 53	LOTS 1 through 8
BLOCK 54	LOTS 1 through 8
BLOCK 48	LOTS 1 through 4
BLOCK 50	LOTS 1 through 4
BLOCK 55	LOTS 1 through 4

EXHIBIT "A"

DISTRICT EDE
(Southern District CC)

TOTAL UNITS 156

BLOCK 14	LOTS 1 through 8
BLOCK 16	LOTS 1 through 8
BLOCK 17	LOTS 1 through 8
BLOCK 18	LOTS 1 through 8
BLOCK 19	LOTS 1 through 8
BLOCK 20	LOTS 1 through 8
BLOCK 21	LOTS 1 through 8
BLOCK 22	LOTS 1 through 8
BLOCK 23	LOTS 1 through 8
BLOCK 24	LOTS 1 through 8
BLOCK 25	LOTS 1 through 8
BLOCK 26	LOTS 1 through 8
BLOCK 27	LOTS 1 through 8
BLOCK 28	LOTS 1 through 8
BLOCK 29	LOTS 1 through 8
BLOCK 30	LOTS 1 through 8
BLOCK 31	LOTS 1 through 8
BLOCK 32	LOTS 1 through 8
BLOCK 33	LOTS 1 through 8
BLOCK 15	LOTS 1 through 4

All of said lots being a part of Weitzer Subdivision P.U.D. No. 3 according to the plat thereof as recorded in Plat Book 53 at Page 72 of the public records of Palm Beach County, Florida.

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

TOWN VILLAS

DECLARATION OF
COVENANTS AND RESTRICTIONS
FOR
TOWN VILLAS AT MOON LAKE

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.

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:

1.1 "Association" shall mean and refer to TOWN VILLAS AT MOON LAKE HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, which is to be incorporated.

1.2 "Board" shall mean and refer to the Board of Directors of the Association, which Board shall be established and shall function in accordance with the Articles of Incorporation and the By-Laws of the Association.

1.3 "Common Areas" shall mean and refer to all property owned by the Association and designated for the use and benefit of Owners, along with such additional parcels of land as may from time to time be designated by Developer as Common Areas under this Declaration, each such designation to be by recorded instrument. The Common Areas shall include, without limitation, all portions of The Properties which are not part of a Lot (as hereinafter defined), and all improvements and landscaping thereon; provided however, that (i) certain portions of The Properties shall not be Common Areas to the extent such portions are governed by the Overall Association as Canal Banks, Surface Water Management System or Lakes (all as defined in the Declaration of Master Association Covenants for Moon Lake recorded or to be recorded in the Public Records of Palm Beach County, Florida); and (ii) public utility installations within Common Areas shall not be a part of the Common Area. Developer shall have the right, subject to obtaining all required governmental approvals and permits, to construct on the Common Areas such facilities as Developer deems appropriate. The timing and phasing of all such construction shall be solely within the discretion of Developer. The Common Area to be owned by the Association at the time of conveyance of the first Lot is legally described in Exhibit B.

1.4 "County" shall mean and refer to Palm Beach County, Florida.

1.5 "Developer" shall mean and refer to Weitzer Moon Lake, Ltd., a Florida limited partnership, and its successors and assigns. Weitzer Moon Lake, Ltd. shall at all times have the right to specifically assign its interest and rights herein as Developer to any successor or nominee.

1.6 "Limited Common 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 which shall be maintained by the Association in the same manner that the Common Areas are maintained by the Association. The Limited Common Areas shall include the exterior surface of the walls of each dwelling unit.

This Instrument Prepared By:

Gail D. Serota, Esq.
Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
One Biscayne Tower, Suite 2800
Miami, FL 33131

86 165915

1986 JUL - 1 AM 11:37

12960

84926 P0261

TOWN VILLAS

1.7 "Lot" shall mean and refer to any Lot on the various plats of portions of Town Villas at Moon Lake, which plats are designated by Developer by recorded instrument to be subject to these covenants and restrictions; any Lot shown upon any resubdivision of any such plat; and any other property hereafter declared as a Lot by the Developer and made subject to this Declaration.

1.8 "Master Declaration" shall mean and refer to the Declaration of Master Association Covenants for Moon Lake recorded prior hereto in the Public Records of Palm Beach County, Florida.

1.9 "Member" shall mean and refer to all those Owners who are Members of the Association as provided in Section 3.1 hereof.

1.10 "Overall Association" or "Master Association" shall mean and refer to MOON LAKE MASTER HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, which is to be incorporated.

1.11 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon The Properties.

1.12 "Residential Unit" or "dwelling unit" shall mean and refer to any dwelling unit constructed on a Lot that may be erected on any parcel of land within The Properties, which land is designated by Developer by recorded instrument to be subject to these covenants and restrictions.

1.13 "The Properties" shall mean and refer to all existing properties, and additions thereto, as are now or hereafter made subject to this Declaration, except such as are withdrawn from the provisions hereof in accordance with the procedure hereinafter set forth. The Properties shall be known as "Town Villas at Moon Lake."

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 3.1 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.

84926 P0262

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 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 these covenants are recorded, the Association shall be responsible for the maintenance of all Common Areas (whether or not conveyed or to be conveyed to the Association) in a continuous and satisfactory manner without cost to the general taxpayers of Palm Beach County. It is intended that all real estate taxes against the Common Areas shall be proportionally assessed against and payable as part of the taxes of the Lots within The Properties. However, in the event that any such taxes are assessed directly against the Common Areas, the Association shall be responsible for the payment of the same, 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. 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.

84926 P0263

TOWN VILLAS

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

(a) The right and duty of the Association to levy assessments against each Lot for the purpose of maintaining the Common Areas and Limited Common Areas in compliance with the provisions of this Declaration and with the restrictions on the plats of portions of The Properties from time to time recorded by Developer.

(b) The right of the Association to suspend the voting rights and right to use the Common Areas and facilities by any Owner and his designees for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of lawfully adopted and published rules and regulations of the Association.

(c) The right of the Overall Association to charge reasonable admission and other fees for the use of any recreational facility situated on the Common Areas.

(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, 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.

(e) The terms and conditions of this Declaration, and the Articles of Incorporation, By-Laws and Rules and Regulations of the Association.

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

Section 4.3 Easements Appurtenant. The easements provided in Section 4.2 shall be appurtenant to and shall pass with the title to each Lot.

Section 4.4 Maintenance. The Association shall at all times maintain in good repair, operate, manage and insure, and shall replace as often as necessary, the Common Areas and any and all improvements situated on the Common Areas (upon completion of construction by Developer), including, but not limited to, all recreational facilities, landscaping, paving, entry features, drainage structures, and other structures (except utilities and except for improvements to be maintained by the Overall Association in accordance with the Master Declaration); all such work to be done as ordered by the Board of Directors of the Association acting on a majority vote of the Board members. Maintenance of street lighting fixtures, if any, shall include and extend to payment for electricity consumed in their illumination. Without limiting the generality of the foregoing, the Association shall assume all of Developer's responsibility to the County of any kind with respect to the Common Areas, 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 and all expenses hereunder shall be paid for by the Association through assessments imposed in accordance with Article VI. Such assessments shall be assessed against all Lots equally. No Owner may waive or otherwise escape liability for the assessments for such maintenance by non-use of the Common Areas or abandonment of his right to use the Common Areas.

Section 4.5 Limited Common Areas. The Association shall be responsible for the maintenance of the Limited Common Areas. The Association shall have a permanent and perpetual easement over and across the Lots for the purpose of maintaining the Limited Common Areas.

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.

Section 4.7. Public Easements. Fire, police, health and sanitation and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas.

B4926 P0264

ARTICLE V

[This paragraph intentionally left blank.]

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 Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Association annual assessments or charges for the maintenance, operation, management and insurance of the Common Areas as provided in Article IV hereof, including such reasonable reserves as the Association may deem necessary, and special assessments as provided in Section 6.3 hereof, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with late charges, interest and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with late charges, interest and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the Owner(s) of such property. All assessments, both regular and special, shall be imposed equally against all Lots within The Properties (except as provided herein with respect to charges or assessments which are made against one or more Lots to the exclusion of others).

Section 6.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively for maintenance, operation, management and insurance of the Common Areas as provided in Article IV hereof, and for capital improvements as provided in Section 6.3.

Section 6.3 Capital Improvements. Funds which are necessary for capital improvements and expenditures relating to the Common Areas and which have not previously been collected as reserves or which are not otherwise available to the Association may be levied as special assessments by the Association upon approval by a majority of the entire Board of Directors of the Association.

Section 6.4 Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for in this Article VI shall commence on the first day of the month next following the recordation of these covenants.

The annual assessments shall be payable in monthly installments, or in annual or quarter-annual installments if so determined by the Board of Directors of the Association. The assessment amount may be changed at any time by said Board from that originally stipulated. The assessment shall be for the calendar year, but the amount of any assessment to be levied during any period shorter than a full calendar year shall be in proportion to the number of months remaining in such calendar year.

The due date of any special assessment under Section 6.3 hereof shall be fixed in the Board resolution authorizing such assessment.

Section 6.5 Duties of the Board of Directors. The Board of Directors of the Association shall fix the due date and the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period, and shall, at that time, prepare a roster of the Lots, the Owners thereof and assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the applicable assessment shall thereupon be sent to every Owner subject thereto thirty (30) days prior to payment, except as to emergency assessments.

B4926 P0265

TOWN VILLAS

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.

The Association, through the action of its Board of Directors, shall have the power, but not the obligation, to acquire, by purchase, lease or otherwise, one or more Residential Units for occupancy by its employees or independent contractors, and to enter into an agreement or agreements from time to time with one or more persons, firms or corporations (including affiliates of the Developer) for management services. The Association shall have all other powers provided in its Articles of Incorporation and By-Laws.

Section 6.6 Effect of Non-Payment of Assessment; the Personal Obligation; the Lien; Remedies of the Association. If any assessment is not paid on the date when due then such assessment shall become delinquent and shall, together with late charges, interest and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot against which the assessment was levied, which lien shall bind such Lot in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns. The personal obligation of the then Owner to pay such assessment shall pass to his successors in title and recourse may be had against either or both.

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 may be imposed (provided that only one late charge may be imposed on any one unpaid installment and if such installment is not paid thereafter, it and the late charge shall accrue interest as provided herein but shall not be subject to additional late charges; provided, further, however, that each other installment thereafter coming due shall be subject to one late charge each as aforesaid), and all sums due shall bear interest from the dates when due until paid at the highest lawful rate permitted by Florida law. The Association may bring an action at law against the Owner(s) personally obligated to pay such delinquent assessments or may record a claim of lien against the Lot on which the assessments and late charges are unpaid, or may foreclose the lien against the Lot on which the assessments and late charges are unpaid (in a similar manner as the foreclosure of a mortgage), or pursue one or more of such remedies at the same time or successively. There shall be added to the amount of such assessment attorney's fees and costs in regard to preparing and filing the claim of lien, all costs incurred in any efforts to collect such assessment (whether or not involving litigation), and the costs in regard to preparing and filing the complaint in any action to foreclose a claim of lien; and in the event a judgment is obtained, such judgment shall include interest on the assessment as provided herein and a reasonable attorney's fee to be fixed by the court together, with the costs of the action, and the Association shall be entitled to attorneys fees in connection with any appeal in such action.

In addition to the rights of collection of assessments stated in this Section 6.6, any and all persons acquiring the title to or the interest in a Lot as to which the assessment is delinquent, including, without limitation, persons acquiring title by operation of law and by judicial sale, shall not be entitled to the occupancy of such Lot or the enjoyment of the Common Areas until such time as all unpaid and delinquent assessments due and owing from the selling Owner have been fully paid, and no sale or other disposition of Lots shall be permitted 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.

It shall be the legal duty and responsibility of the Association to enforce payment of the assessments hereunder. Failure of the Association to send or deliver bills shall not, however, relieve Owners from their obligations hereunder.

All assessments, late charges, interest, penalties, fines, attorneys' fees and other sums provided for herein shall accrue to the benefit of the Association.

TOWN VILLAS

Owners shall be obligated to deliver the documents originally received from the Developer, containing this and other declarations and documents, to any grantee of such Owners.

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, 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 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.

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 6.9 Trust Funds. The portion of all regular assessments collected by the Association for reserves for future expenses, and the entire amount of all special assessments, shall be held by the Association in trust for the Owners of all Lots, as their interests may appear, and the Association may invest such funds in interest bearing accounts or in certificates of deposit or other like instruments or accounts available at banks or savings and loan institutions, the deposits of which are insured by an agency of the United States.

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.

B4926 P0267

TOWN VILLAS

Section 7.2 Architectural Control Committees. The Board of Directors of the Association shall establish an Architectural Control Committee ("ACC") which shall have six (6) committee members appointed by the Board of Directors of the Association. Three (3) members shall constitute a quorum for the purpose of convening ACC meetings and carrying on the business of the ACC. The ACC shall be responsible for the review and approval of any alteration in the exterior appearance of any building, wall, fence, landscaping or other structure or improvement located on a Lot. No building, wall, fence or other structure or improvement of any nature (including landscaping) shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure and landscaping as may be required by the ACC have been approved in writing by the ACC. Each building, wall, fence or other structure or improvement of any nature, together with the landscaping, shall be erected, placed or altered upon the premises only in accordance with the plans and specifications and plot plan so approved. Refusal of approval of plans, specifications and plot plans, or any of them, may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the ACC seem sufficient. Any change in the exterior appearance of any building, wall, fence or other structure or improvement and any change in the appearance of the landscaping, shall be deemed an alteration requiring approval. The ACC shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this section. A majority of the ACC members present at a duly convened meeting of the ACC may take any action the ACC is empowered to take, may designate a representative to act for the ACC and may employ personnel and consultants to act for it. In the event of death, disability or resignation of any member of the ACC, a successor shall be designated by the Board of Directors of the Association. The members of the ACC shall not be entitled to any compensation for services performed pursuant to this Declaration. All submissions to the ACC shall be made by certified mail, return receipt requested, addressed to the ACC at c/o 9990 S.W. 77th Avenue, Miami, Florida 33156 or to such other address as may be designated from time to time by the Board of Directors or by the ACC. The ACC shall act on submissions to it within thirty (30) days after receipt of the same, or else the request shall be deemed approved. The decision of the ACC as to any submission shall be final.

Section 7.3 No Alteration to Limited Common Areas. In order to maintain the uniform appearance of the Lots, no Owner shall make any change to the exterior surface of a dwelling unit or to the landscaping installed by Developer on the Common Area surrounding each Lot without the prior written approval of the ACC. Pursuant to Section 4.5 hereof, the Association shall maintain all Limited Common Areas of each Lot (including the exterior walls of each dwelling unit), and the cost thereof shall be paid by all Owners as part of the annual assessment to be collected by the Association.

Section 7.4 Easements. Easements for installation and maintenance of utilities are reserved as shown on the recorded plats of The Properties and as provided herein. Within these easements, no structure, planting or other material may be placed or permitted to remain that will interfere with or prevent the maintenance of utilities. The area of each Lot covered by an easement and all improvements in the area shall be maintained continuously by the Owner of the Lot, except as provided herein to the contrary and except for installations for which a public authority or utility company is responsible. Palm Beach County Utilities Water Department, Florida Power & Light Company, Southern Bell Telephone and Telegraph Company, the Association, the Overall Association and Developer, and their successors and assigns, shall have a perpetual easement for the installation and maintenance, all underground, of water lines, sanitary sewers, storm drains, and electric and telephone lines, cables and conduits, under and through the utility easements as shown on the plats. Developer, its successors and assigns, shall have a perpetual easement for the installation and maintenance of cable and community antennae, radio and television lines. Any damage caused to pavement, driveways, drainage structures, sidewalks, other structures or landscaping in the installation and maintenance of such utilities shall be promptly restored and repaired by the utility whose installation or maintenance caused the damage. All utilities within the subdivision, whether in street rights-of-way or utility easements, shall be installed and maintained underground.

B4926 P0268

ARTICLE VIII

Party Walls

Section 8.1 General Rules of Law to Apply. Each wall which is built as a part of the original construction of each dwelling unit (including fences, if any) upon The Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 8.2 Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared equally by the Owners of the Lots abutting same.

Section 8.3 Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner of an adjoining Lot may restore it, and in the event the cost thereof is in excess of the insurance proceeds, the Owner of the other adjoining Lot shall contribute equally to pay such excess, without prejudice, however, to the right of any such Owner to call for a larger contribution from the other Owner under any rule of law regarding liability for negligent or willful acts or omissions.

Section 8.4 Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 8.5 Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title. If any Owner shall neglect or refuse to pay his share under the provisions of this Article, any other affected Owner is entitled to file a lien in the Public Records against the Lot of the defaulting Owner in the amount of such share plus attorneys' fees and costs, and such lien may be foreclosed in the same manner as the lien of a mortgage.

Section 8.6 Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, any party may request the Board of Directors to settle the dispute, and the Board's decision shall be binding; provided, however, that the Board may elect not to act in this capacity, in which case each party shall choose an arbitrator and such arbitrators shall choose one additional arbitrator, and the decision shall be made by a majority of all the arbitrators and shall be binding.

Section 8.7 Alterations. The Owner of any Lot sharing a party wall with an adjoining Lot shall not cut windows or other openings in the party wall, nor make any alterations, additions or structural changes in the party wall without consent from the Owner of such adjoining Unit and the ACC.

Section 8.8 Perpetual Use. Each common wall to be constructed on the dividing line between the Lots is to be and remain a party wall for the perpetual use and benefit of the respective owners thereof, their heirs, assigns, successors and grantees, said Lots being conveyed subject to this condition and this condition shall be construed to be a covenant running with the land in perpetuity.

Section 8.9 Mortgagees' Protections. So long as there shall be a mortgage or mortgages upon any Lot, the provisions of this Article VIII shall not be modified, abandoned, or extinguished as to that Lot without the consent of such mortgagee. If an Owner shall give or shall have given, a mortgage or mortgages upon his Lot, then the mortgagee shall have the full right at his option to exercise the rights of his mortgagor as an Owner hereunder and in addition, the right to add to the outstanding balance of such mortgage any amounts paid by the mortgagee for repair hereunder and not reimbursed to said mortgagee by the Owner.

Section 8.10 Right of Access. In the event repairs or reconstruction shall be necessary, all necessary entries on the adjacent Lots shall not be deemed a trespass so long as the repairs and reconstruction shall be done in a

B4926 P0269

TOWN VILLAS

workmanlike manner and consent is hereby given to enter on the adjacent Lot to effect necessary repairs and reconstruction.

Section 8.11 Location of Reconstruction. Whenever a party wall or any part thereof shall be rebuilt, it shall be erected in the same manner and at the same location where it shall initially be constructed and shall be the same size and of the same or similar materials and of like quality.

ARTICLE IX

Roof Maintenance or Replacement

Section 9.1 Cost of Repair or Replacement. It is contemplated that the roof of the dwelling units constructed upon the Lots will extend over two or more Lots and shall be a common roof. In the event that a portion of a roof requires repair or replacement, then the cost thereof in excess of insurance proceeds, if any, shall be shared prorata by the Owners of the dwelling units over which that portion of the roof to be repaired or replaced is situated; provided, however, that in the event that damage or destruction is confined to the roof area wholly within the dimensions of a single Lot, cost of repair and replacement thereof which is in excess of insurance proceeds, if any, shall be paid by the Owner of said single Lot. If the damage or destruction of adjacent roof areas is caused by the negligence or willful misconduct of any one Owner, such negligent Owner shall bear the entire cost of repair or replacement which is in excess of insurance proceeds. If any Owner shall neglect or refuse to perform the maintenance as required in this Article or pay his share, or all of such cost, as the case may be, any other affected Owner may have such roof repaired or replaced and shall be entitled to file in the Public Records a lien against the Lot of the other Owner so failing to pay for the amount of such defaulting Owner's share of the repair or replacement cost plus attorney's fees and costs, which lien may be foreclosed in the same manner as the lien of a mortgage. If an Owner shall give, or shall have given a mortgage or mortgages upon his Lot, then the mortgagee shall have the full right at his option to exercise the rights of his mortgagor as an Owner hereunder and, in addition, the right to add to the outstanding balance of such mortgage any amounts paid by the mortgagee for repairs hereunder and not reimbursed to said mortgagee by the Owner.

Section 9.2 Arbitration. In the event of any dispute arising under the provisions of this Article, any party may request the Board of Directors to settle the dispute, and the Board's decision shall be binding; provided, however, that the Board may elect not to act in this capacity, in which case each party shall choose an arbitrator and such arbitrators shall choose one additional arbitrator, and the decision shall be made by a majority of all the arbitrators and shall be binding.

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 hereof.

Section 10.2 Enforcement. Failure to comply with such rules and regulations shall be grounds for immediate action which may include, without limitation, an action to recover sums due for damages, injunctive relief or any combination thereof. The Association shall have the right to suspend voting rights and use of Common Areas as specified in Article IV, Section 4.2.

Section 10.3 Fines. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his tenants, family, guests, invitees or employees, to comply herewith or with any rule or regulation, provided the following procedures are adhered to:

(a) Notice: The Association shall notify the Owner in writing of the infraction or infractions. Included in the notice shall be the date and

time of a special meeting of the Board of Directors or of a delegated committee to handle infractions, at which time the Owner shall present reasons why penalties should not be imposed. At least six (6) days' notice of such meeting shall be given.

(b) Hearing: The non-compliance shall be presented to the Board of Directors after which the Board of Directors shall hear reasons why penalties should not be imposed. A written decision of the Board of Directors shall be submitted to the Owner by not later than twenty-one (21) days after the Board of Directors' meeting.

(c) Penalties: The Board of Directors may impose special assessments against the Lot owned by the Owner as follows:

- (1) First non-compliance or violation: a fine not in excess of One Hundred Dollars (\$100.00).
- (2) Second non-compliance or violation: a fine not in excess of Five Hundred Dollars (\$500.00).
- (3) Third and subsequent non-compliance, or violation or violations which are of a continuing nature: a fine not in excess of One Thousand Dollars (\$1,000.00).

(d) Payment of Penalties: Fines shall be paid not later than five (5) days after notice of the imposition or assessment of the penalties.

(e) Collection of Fines: Fines shall be treated as an assessment subject to the provisions for the collection of assessments as set forth in Article VI hereof.

(f) Application of Penalties: All monies received from fines shall be allocated as directed by the Board of Directors.

(g) Non-exclusive Remedy: These fines 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; however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

(h) Board of Directors May Delegate Responsibility. All acts to be performed by the Board of Directors pursuant to this Section 10.3 may be delegated by the Board to a committee appointed by the Board to handle infractions.

Section 10.4 Initial Rules and Regulations. Attached hereto as Exhibit E are the initial rules and regulations of the Association which are incorporated herein by reference and which may be modified, in whole or in part, at any time by the Board.

ARTICLE XI

GENERAL PROVISIONS

Section 11.1 Duration. The covenants and restrictions of this Declaration shall run with and bind The Properties, and shall inure to the benefit of and be enforceable by the Developer, the Association, the Overall Association, the Architectural Control Committee, or the Owner of any land subject to this Declaration, and their respective legal representatives, heirs, successors and assigns, for a term of ninety-nine (99) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then Owners of 66-2/3% of the Lots agreeing to revoke said covenants has been recorded. No such agreement to revoke shall be effective unless made and recorded three (3) years in advance of the effective date of such agreement and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 11.2 Notice. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been

TOWN VILLAS

properly sent when personally delivered or mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 11.3 Enforcement. Enforcement of these covenants and restrictions shall be accomplished by means of a proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association, the Developer, the Overall Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. These covenants may also be enforced by the Architectural Control Committee.

Section 11.4 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions, all of which shall remain in full force and effect.

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 NCB 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.

Section 11.6 Conflict. This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation and By-Laws of the Association and the Articles shall take precedence over the By-Laws.

Section 11.7 Effective Date. This Declaration shall become effective upon its recordation in the Palm Beach County Public Records.

Section 11.8 Cumulative Effect. The provisions of this Declaration shall be cumulative to the provisions of the Master Declaration.

Section 11.9 Withdrawal. Anything herein to the contrary notwithstanding, Developer reserves the absolute right to amend this Declaration at any time, without prior notice and without the consent of any person or entity for the purpose of removing certain portions of The Properties from the provisions of this Declaration.

Section 11.10 Vacation of Plat. No open space portion of any plat of The Properties may be vacated in whole or in part unless the entire plat is vacated.

EXECUTED as of the date first above written.

Signed in the presence of:

WEITZER MOON LAKE, LTD.
a Florida limited partnership

By: Welter Communities, Ltd. a Florida
limited partnership, sole general partner

By: The Welter Group, Inc. a Florida
corporation, sole general partner

By: HARRY WEITZER, President

[Seal]

Walter L. Lunn
Julie Mitchell

84926 P0272


ACKNOWLEDGMENT

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

The foregoing instrument was acknowledged before me, this 11th day of June, 1986, by Harry Weitzer, President of The Weitzer Group, Inc., a Florida corporation, general partner of Weitzer Communities, Ltd., a limited partnership, sole general partner of Weitzer Moon Lake, Ltd., a Florida limited partnership, on behalf of the corporation

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY 24, 1988

Judy C. Mitchell
Notary Public
State of Florida at Large


84926 P0273

WEITZ3B

JOINER AND CONSENT OF MORTGAGEE

NCNB NATIONAL BANK OF FLORIDA, a National Banking Association, the holder of that certain Real Estate Mortgage and Security Agreement dated May 6, 1985 and recorded May 6, 1985 in Official Records Book 4537, Page 495 of the Public Records of Palm Beach County, Florida (the "Mortgage") hereby joins in and consents to the execution and recording of the Declaration of Covenants and Restrictions for Town Villas at Moon Lake attached hereto (the "Declaration").

By execution of this Joinder and Consent of Mortgagee, NCNB National Bank of Florida hereby subordinates the lien of the Mortgage to the covenants and restrictions set forth in the Declaration as same may be hereinafter amended from time to time.

IN WITNESS WHEREOF, this Joinder and Consent of Mortgage has been executed this 20th day of June, 1986.

Witnesses:

James E. Grant
Christa Tate

NCNB NATIONAL BANK OF FLORIDA
a National Banking Association

By: *L.C. Goldberg*
Name: L.C. Goldberg
Title: Assistant Vice President



ACKNOWLEDGEMENT

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

The foregoing instrument was acknowledged before me this 20th day of June, 1986 by L.C. Goldberg as Assistant Vice Pres. of NCNB National Bank of Florida on behalf of the Bank.

James E. Grant
Notary Public, State of Florida



My Commission Expires:

Notary Public, State of Florida
My Commission Expires Jan. 24, 1988
Bonded Thru Troy Ins. Insurance, Inc.

84926 P0274

EXHIBITS AND SCHEDULES

- Exhibit A: Legal Description of Town Villas at Moon Lake
- Exhibit B: Legal Description of Common Areas capable of being legally described
- Exhibit C: Articles of Incorporation of Town Villas at Moon Lake Homeowners Association, Inc.
- Exhibit D: By-Laws of Town Villas at Moon Lake Homeowners Association, Inc.
- Exhibit E: Rules and Regulations

B4926 P0215

WEITZ3B

TOWN VILLAS

EXHIBIT A

LEGAL DESCRIPTION OF
TOWN VILLAS AT MOON LAKE

All of WEITZER SUBDIVISION P.U.D. NO. THREE,
according to the Plat thereof, recorded in Plat Book 53,
Page 72, of the Public Records of Palm Beach County,
Florida.

B4926 P0276

WEITZ3B

TOWN VILLAS

EXHIBIT B

LEGAL DESCRIPTION OF COMMON AREAS OF
TOWN VILLAS AT MOON LAKE

All of Access Tracts "A", all of Tracts "G", the Park Site, and all of the landscape buffer easements as shown on the Plat of WEITZER SUBDIVISION P.U.D. PLAT NO. THREE, according to the Plat thereof, recorded in Plat Book 53, Page 72, of the Public Records of Palm Beach County, Florida.

84926 P0277

WEITZ38

EXHIBIT C



*I certify that the attached is a true and correct copy of the Articles
of Incorporation of*

TOWN VILLAS AT MOON LAKE HOMEOWNERS ASSOCIATION, INC.

*a corporation organized under the Laws of the State of Florida,
filed on* November 12, 1985.

The charter number for this corporation is N12017.

A NON-PROFIT ORGANIZATION.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
12th day of November 1985.

A handwritten signature in black ink, appearing to read "George Firestone".

George Firestone
Secretary of State



WP-104
CER-101

84926 P0278

TOWN VILLAS

ARTICLES OF INCORPORATION
OF
TOWN VILLAS AT MOON LAKE HOMEOWNERS ASSOCIATION, INC.

FILED
FEB 12 11:35
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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

ARTICLE I

NAME

The name of the corporation shall be TOWN VILLAS AT MOON LAKE HOMEOWNERS ASSOCIATION, INC., which is hereinafter referred to as the "Association."

ARTICLE II

PURPOSES AND POWERS

The objects and purposes of the Association are those objects and purposes as are authorized by the DECLARATION OF COVENANTS AND RESTRICTIONS FOR TOWN VILLAS AT MOON LAKE recorded (or to be recorded) in the Public Records of Palm Beach County, Florida, as hereafter amended and/or supplemented from time to time (the "Declaration"). The further objects and purposes of the Association are to preserve the values and amenities in the Town Villas at Moon Lake Development and to maintain the Common Areas thereof for the benefit of the Owners who become Members of the Association.

The Association is not organized for profit and no part of the net earnings, if any, shall inure to the benefit of any Member or individual person, firm or corporation.

The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles and the Declaration above identified. The Association shall also have all of the powers necessary to implement the purposes of the Association as set forth in said Declaration and to provide for the maintenance, management, operation, preservation, and architectural control of The Properties described in the Declaration, including, without limitation, the power to:

- a. Own and convey property;
- b. Operate and maintain the Common Areas;
- c. Establish rules and regulations;
- d. Assess members of the Association and enforce said assessments;
- e. Sue and be sued;
- 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.

B4926 P0279

TOWN VILLAS

The Association shall have all other powers necessary for the purposes for which the Association is organized.

All definitions set forth in the Declaration are incorporated herein by this reference, and all terms used herein which are defined in the Declaration shall have the meaning set forth in the Declaration.

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 as 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 Members shall be entitled to one (1) 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) any time prior thereto at the election of the Developer.

Section 3. Meetings of Members. The By-Laws of the Association shall provide for an annual meeting of Members, and may make provisions for regular and special meetings of Members other than the annual meeting. A quorum for the transaction of business at any meeting of the Members shall exist if one-third (1/3) of the total number of Members in good standing shall be present or represented at the meeting.

ARTICLE IV

CORPORATE EXISTENCE

The Association shall have perpetual existence.

ARTICLE V

BOARD OF DIRECTORS

Section 1. Management by Directors. The property, business and affairs of the Association shall be managed by a Board of Directors, which shall

B4926 P0280

TOWN VILLAS

consist of not less than three (3) persons, but as many persons as the Board of Directors shall from time to time determine. A majority of the directors in office shall constitute a quorum for the transaction of business. The By-Laws shall provide for meetings of directors, including an annual meeting.

Section 2. Original Board of Directors. The names and addresses of the first Board of Directors of the Association, who shall hold office until 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:

<u>Name</u>	<u>Address</u>
Harry Weltzer	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

Section 3. 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 shall be authorized representatives, officers, or employees of corporate members of the Association, or designees of the Developer.

Section 4. 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 5. Vacancies. If a director elected by the general membership shall for any reason cease to be a director, the remaining directors so elected may elect a successor to fill the vacancy for the balance of the unexpired term.

ARTICLE VI

OFFICERS

Section 1. Officers Provided For. The Association shall have a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board of Directors may from time to time elect.

Section 2. Election and Appointment of Officers. The officers of the Association, in accordance with any applicable provision of the By-Laws, shall be elected by the Board of Directors for terms of one (1) year and thereafter until qualified successors are duly elected and have taken office. The By-Laws may provide for the method of voting in the election of officers, for the removal from office of officers, for filling vacancies and for the duties of the officers. The President shall be a director; other officers may or may not be directors of the Association. If the office of President shall become vacant for any reason, or if the President shall be unable or unavailable to act, the Vice President shall automatically succeed to the office or perform its duties and exercise its powers. If any office other than that of the President shall become vacant for any reason, the Board of Directors may elect or appoint an individual to fill such vacancy.

84926 P0281

TOWN VILLAS

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

ARTICLE VII

BY-LAWS

The Board of Directors shall adopt By-Laws consistent with these Articles of Incorporation. Such By-Laws may be altered, amended or repealed by the membership in the manner set forth in the By-Laws.

ARTICLE VIII

AMENDMENTS

Section 1. Amendments to these Articles of Incorporation shall be proposed and approved by the Board of Directors and thereafter submitted to a meeting of the membership of the Association for adoption or rejection by vote of a majority of the votes represented in person or by proxy at a meeting at which a quorum is present, provided that as long as the Developer owns any Lot, these Articles may be amended by the Developer alone without the consent of the Members or the Board.

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

ARTICLE IX

INCORPORATORS

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

<u>Name</u>	<u>Address</u>
Harry Weltzer	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

B4926 P0282

ARTICLE X

INDEMNIFICATION

Section 1. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he is or was a director, employee, officer or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding unless (a) it is determined by a court of competent jurisdiction, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption (i) that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association; or (ii) with respect to any criminal action or proceeding, that the person had reasonable cause to believe that his conduct was unlawful.

Section 2. To the extent that a director, officer employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 1 above or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

Section 3. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding through all available appeals upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article.

Section 4. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any by-law, agreement, vote of Members or otherwise, both as to action in his official capacity while holding such office or otherwise, and shall continue as to a person who has ceased to be director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such person.

Section 5. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

Section 6. The provisions of this Article X 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 at 9990 S. W. 77th Avenue, Miami, Florida 33156.

B4926 P0283

TOWN VILLAS

IN WITNESS WHEREOF, the said subscribers have hereunto set their hands 2nd day of November, 1985.

FILED

NOV 12 11:36

SECRETARY OF STATE
FLORIDA

HARRY WEITZER

ESTELLE BURNSIDE

STEVEN C. KLEIN

STATE OF FLORIDA)
)SS:
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 2nd day of November, 1985, by Harry Weitzer, Estelle Burnside, and Steven C. Klein.

Ed Zimby
NOTARY PUBLIC, State of
Florida at Large

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
COMMISSION EXPIRES NOV. 18, 1986
— PRINTED THROUGH EVROSK-ASTON, INC.

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED.

In compliance with the laws of Florida, the following is submitted:

Town Villas at Moon Lake Homeowners Association, Inc., desiring to organize under the laws of the State of Florida with its registered office, as indicated in the foregoing articles of incorporation, at Miami, Dade County, Florida, has named Estelle Burnside, located at 9990 S.W. 77th Avenue, Miami, Dade County, Florida, as its statutory registered agent.

Having been named the statutory agent of the above corporation at the place designated in this certificate, I hereby accept the same and agree to act in this capacity, and agree to comply with the provisions of Florida law relative to keeping the registered office open.

Estelle Burnside
ESTELLE BURNSIDE

Dated this 2nd day of November, 1985.

B4926 P0284

WEITZ3E

EXHIBIT D

BY-LAWS

OF

TOWN VILLAS AT MOON LAKE HOMEOWNERS ASSOCIATION, INC.

A Corporation Not for Profit
Under the Laws of the State of Florida

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to TOWN VILLAS AT MOON LAKE HOMEOWNERS ASSOCIATION, INC., a nonprofit corporation organized and existing under the laws of the State of Florida.

Section 2. "The Properties" shall mean and refer to The Properties as defined in the Declaration described in the Articles of Incorporation of the Association.

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.

Section 4. "Member" shall mean and refer to all those Owners who are Members of the Association as provided in Article III, Section 1 of the Articles of Incorporation of the Association.

Section 5. All other definitions from the Declaration described in the Articles of Incorporation of the Association are incorporated herein by this reference.

ARTICLE II

LOCATION

Section 1. Until changed, the principal office of the Association shall be located at 9990 S.W. 77th Avenue, Miami, Florida 33156.

ARTICLE III

MEMBERSHIP

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

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

ARTICLE IV

BOARD OF DIRECTORS

Section 1. Except for the first Board of Directors, 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 majority

B4926 P0285

TOWN VILLAS

vote of all Members present in person or by proxy and voting at the annual meeting.

Section 2. The Initial Board of Directors of the Association shall consist of three (3) directors, who shall serve as directors until such time as the Developer no longer holds the majority of the votes to be cast by the Members of the Association, or sooner at the Developer's option. When the Developer no longer holds the majority of votes, the number of directors shall be increased to nine (9), who shall be elected by a majority of the Members present in person or by proxy at a special meeting called for the purpose of electing directors. Upon the election of nine (9) directors, the term of office of three directors shall be fixed for three years, the term of office of three directors shall be fixed at two years, and the term of office of one director shall be fixed at one year. At the expiration of the initial term of office of each director, his successor shall be elected to serve a term of three years. The directors shall hold office until their successors have been elected and hold their first meeting, the intent and purpose being that the term of office of at least one-third of the directors shall expire annually.

Section 3. Any director may be removed from office at any time with or without cause by the affirmative vote of a majority of the Members present in person or by proxy at a duly convened meeting of the Association.

Section 4. The first meeting of the duly elected Board of Directors, for the purposes of organization, shall be held immediately after the annual meeting of Members, provided the majority of the directors elected be present. Any action taken at such meeting shall be by a majority of the whole Board. If the majority of the directors elected shall not be present at that time, or if the directors shall fail to elect officers, the meeting of the Board to elect officers shall then be held within thirty (30) days after the annual meeting of Members upon three (3) days' notice in writing to each director elected, stating the time, place and object of such meeting.

Section 5. Regular meetings of the Board of Directors may be held at any place or places within Dade 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 of any regular meeting of the Board of Directors.

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 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. Special meetings of the Board may also be held at any place and time without notice 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.

B4926 P0286

ARTICLE V

OFFICERS

Section 1. Any officer may be removed at any time by the affirmative vote of a majority of the Board of Directors at any duly called regular or special meeting of the Board.

Section 2. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Members of the Association and of the Board of Directors. He shall have the general powers and duties of supervision and management of the Association which usually pertain to his office, and shall perform all such duties as are properly required of him by the Board of Directors. The Board of Directors shall elect at least one (1) Vice President, who shall have such powers and perform such duties as usually pertain to such office or as are properly required of him by the Board of Directors. In the absence or disability of the President, any Vice President shall perform the duties and exercise the powers of the President. The Secretary shall issue notices of all meetings of the membership of the Association and the directors where notices of such meetings are required by law or in these By-Laws. He shall keep the minutes of the meetings of the membership and of the Board of Directors. The Treasurer shall have the care and custody of all the monies and securities of the Association. He shall enter on the books of the Association, to be kept by him for that purpose, full and accurate accounts of all monies received by him and paid by him on account of the Association. He shall sign such instruments as require his signature and shall perform all such duties as usually pertain to his office or as are properly required of him by the Board of Directors.

Section 3. Vacancies in any office arising from any cause may be filled by the Board of Directors at any regular or special meeting.

ARTICLE VI

MEETINGS OF MEMBERS

Section 1. The regular annual meeting of the Members shall be held in the month of February in each year at such time and place as shall be determined by the Board of Directors.

Section 2. Special meetings of the Members for any purpose may be called at any time by the President, the 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 may be given to the Members either personally, 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. 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 or personally delivered 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 proxy of Members entitled to cast one-third (1/3) of the votes of the membership shall constitute a quorum for any action governed by these By-Laws.

Section 5. Proxies must be in writing and signed by all record Owners of a Lot or the person designated in a voting certificate signed by all such Owners as the person authorized to cast the vote attributable to such Lot.

B4926 P0287

ARTICLE VII

BOOKS AND PAPERS

Section 1. The books, records and papers of the Association shall be subject to the inspection of any Member of the Association during reasonable business hours.

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.

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

WE HEREBY CERTIFY that the foregoing By-Laws of the above-named corporation were duly adopted by the Board of Directors of said Association on the 16th day of June, 1986.



HARRY WEITZER, President



ESTELLE BURNSIDE, Secretary

B4926 P0288

WEITZ3D

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

RULES AND REGULATIONS

1. The Town Villas at Moon Lake shall be a community for adults over the age of 16 years. No person under the age of 16 shall be permitted to reside on a Lot, and no person under the age of 16 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.

2. 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.

3. The Common Areas and facilities shall not be obstructed nor used for any purpose other than the purposes intended therefor; nor shall any carts, bicycles, carriages, chairs, tables or any other similar objects be stored therein.

4. The personal property of Owners must be stored in their respective dwelling units.

5. No garbage cans, supplies, milk bottles or other articles shall be placed on the exterior portions of any dwelling unit or Lot and no linens, cloths, clothing, curtains, rugs, mops, or laundry of any kind, or other articles, shall be shaken or hung from or on the dwelling unit, the Lot or any of the windows, doors, fences, balconies, patios or other portions of the dwelling unit or Lot, except that laundry may be hung from clotheslines which are not visible from the public rights-of-way.

6. No Owner shall permit anything to fall, nor sweep or throw, from the dwelling unit any dirt or other substance onto the Lot or Common Areas.

7. No noxious, offensive or unlawful activity shall be carried on upon The Properties, nor shall anything be done thereon which may be or may become an annoyance or nuisance to other Owners.

8. Employees of the Overall Association are not to be sent out by Owners for personal errands. The Board of Directors shall be solely responsible for directing and supervising employees of the Association.

9. No vehicle which cannot operate on its own power shall remain on The Properties for more than twenty-four (24) hours, and no repair of vehicles shall be made thereon.

10. No Owner shall make or permit any disturbing noises in the Common Areas and facilities by himself or his family, servants, employees, agents, visitors or licensees, nor permit any conduct by such persons that will interfere with the rights, comforts or conveniences of other Owners. No Owner shall play or permit to be played any musical instrument, nor operate or permit to be operated a phonograph, television, radio or sound amplifier or any other sound equipment in his Residential Unit or on his Lot or in the Common Areas or facilities in such a manner as to disturb or annoy other residents. No Owner shall conduct, nor permit to be conducted, vocal or instrumental instruction at any time which disturbs other residents.

B4926 P0289

TOWN VILLAS

11. No sign of any kind shall be displayed to the public view on The Properties, except only one sign of not more than one (1) square foot used to indicate the name of the resident or one sign of not more than two (2) square feet advertising The Property for sale or for rent (in locations and in accordance with design standards approved by the appropriate ACC), or any sign used by a builder to advertise the company during the construction and sales period. No sign of any kind shall be permitted to be placed in the window of, or on the outside walls any residential Unit or on any fences on The Properties, nor on the Common Areas, nor on dedicated areas, nor on entryways or any vehicles within The Properties, except signs used or approved by the Developer.

12. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted on, upon or in the Common Areas, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in the Common Areas. No derrick or other structure designed for use in boring for oil, natural gas or minerals shall be erected, maintained or permitted upon any portion of The Properties subject to this Declaration.

13. No obstruction to visibility at street intersections or Common Area intersections shall be permitted.

14. No commercial trucks shall be permitted to be parked or to be stored at any place on The Properties. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up and delivery and other commercial services for personal use which are in acceptable condition in the sole opinion of the Board (which favorable opinion may be changed at any time), nor to any vehicles of the Developer. No on-street parking shall be permitted.

Any commercial truck parked in violation of these rules and regulations or other restrictions contained herein or in the foregoing Declaration, as they may be amended, may be towed by the Overall Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of 24 hours from the time a notice of violation is placed on the vehicle. The Association shall not be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing and once the notice of violation is posted, neither its removal, nor failure of the owner to receive it, shall be grounds for relief of any kind.

15. No tent, trailer, shed or other structure of a temporary character shall be permitted on The Properties at any time, other than those structures which may be installed or used by the Developer during construction. No mobile home or recreational vehicle on The Properties shall be used at any time as a residence, either temporarily or permanently, except by the Developer during construction.

16. No exterior antennae shall be permitted on any Lot or improvement thereon, or in the Common Areas, except that Developer shall have the right to install and maintain community antennae and radio and television lines and temporary communications systems.

17. No electronic equipment may be permitted in or on any dwelling unit or Lot which interferes with the television or radio reception of another dwelling unit.

18. 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, except as approved by the Architectural Control Board.

19. No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any dwelling unit, on a Lot or on the Common Areas, except for use in barbecuing.

20. An Owner who plans to be absent during the hurricane season must prepare his dwelling unit and Lot prior to his departure by designating a responsible firm or individual to care for his dwelling unit and Lot should the dwelling unit suffer hurricane damage, and furnishing the Association with the

84926 P0290

TOWN VILLAS

name(s) of such firm or individual. Such firm or individual shall be subject to the approval of the Association.

21. An Owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of his dwelling unit.

22. No garbage refuse, trash or rubbish shall be deposited except as permitted by the Association. The requirements from time to time of Palm Beach County for disposal or collection of waste shall be complied with. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Containers must be rigid plastic, no less than 20 gallons or more than 32 gallons in capacity, and well sealed. Such containers may not be placed out for collection sooner than 24 hours prior to scheduled collection and must be removed within 12 hours of collection.

23. No clothing, laundry or wash shall be aired or dried on any portion of The Properties visible from the public rights-of-way.

24. No air conditioning units may be mounted through windows or walls. No building shall have any aluminum foil placed in any window or glass door or any reflective substance placed on any glass, except such as may be approved by the appropriate ACC for energy conservation purposes.

25. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot. Household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose, and provided they do not become a nuisance or annoyance to any other Owner. No pet shall be permitted outside of its Owner's dwelling unit unless attended by an adult and on a leash not more than six (6) feet long. Said pets shall only be walked or taken upon those portions of the Common Areas designated by the Association from time to time for such purposes. In no event shall said pets ever be allowed to be walked or taken on or about any recreational facilities (if any) contained within the Common Areas. No dogs or other pets shall be permitted to have excretions on any Common Areas, except areas designated by the Association, and Owners shall be responsible to clean up any such improper excretions. For purposes hereof, "household pets" shall mean dogs, cats, domestic birds, and fish. Pets shall also be subject to all other applicable rules and regulations.

26. All persons using any pool on the Common Areas shall do so at their own risk. All children under sixteen (16) years of age visiting an Owner or tenant must be accompanied by a responsible adult. Bathers are required to wear footwear and cover over their bathing suits in any enclosed recreation facilities. Bathers with shoulder-length hair must wear bathing caps while in the pool, and glasses and other breakable objects may not be utilized in the pool or on the pool deck. Pets are not permitted in the pool or pool area under any circumstances.

27. Children will be the direct responsibility, of their parents or legal guardians, including full supervision of them while within the Properties and including full compliance by them with these Rules and Regulations and all other rules and regulations of the Overall Association. Loud noises will not be tolerated. All children under sixteen (16) years of age must be accompanied by a responsible adult when entering and/or utilizing the recreation facilities.

28. Every Owner and occupant shall comply with these rules and regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, By-Laws and Articles of Incorporation of the Overall Association, as amended from time to time. Failure of an Owner or occupant to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Overall Association shall have the right to suspend voting rights and use of recreation facilities in the event of failure to so comply. In addition to all other remedies, in the sole discretion of the Board of Directors of the Overall Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his tenants, family, guests, invitees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, or Articles of Incorporation or By-Laws, as provided in the Declaration.

84926 P0291

TOWN VILLAS

29. These rules and regulations shall not apply to the Developer, nor its agents or employees and contractors, or to institutional first mortgagees, nor to the Lots owned by either the Developer or such mortgagees. All of these rules and regulations shall apply, however, to all other Owners and occupants even if not specifically so stated in portions hereof. The Board of Directors shall be permitted (but not required) to grant relief to one or more Owners from specific rules and regulations upon written request therefor and good cause shown in the sole opinion of the Board.

B4926 P0292

WEITZ3A

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