

2296257

Record and Return to: <sup>121/C</sup>  
GATEWAY TITLE & ABSTRACT CO., INC.  
111 North Congress Avenue  
Boynton Beach, Florida 33436

83 030377

1983 FEB 18 PM 1:48

83 89 150

B3884 P.1122

THE DECLARANT IS NOT OBLIGATED TO DEVELOP OR HAVE RECREATION AREA 1 BECOME A PART OF THE COMMUNITY PROPERTIES UNLESS PRIOR TO DECEMBER 31, 1983, 50 UNITS IN LUCERNE LAKES GOLF COLONY PROJECT ("PROJECT") HAVE BEEN CONVEYED TO PURCHASERS THEREOF, AT WHICH TIME THE DECLARANT SHALL DEVELOP AND CONVEY RECREATION AREA 1 TO LUCERNE LAKES GOLF COLONY COMMUNITY ASSOCIATION, INC. ("ASSOCIATION"). THE DECLARANT IS NOT OBLIGATED TO DEVELOP OR HAVE RECREATION AREA 2 BECOME A PART OF THE COMMUNITY PROPERTIES UNLESS PRIOR TO DECEMBER 31, 1989, 376 UNITS IN THE PROJECT HAVE BEEN CONVEYED TO PURCHASERS THEREOF, AT WHICH TIME THE DECLARANT SHALL DEVELOP AND CONVEY RECREATION AREA 2 TO THE ASSOCIATION. THE DECLARANT RESERVES THE RIGHT AND OPTION, HOWEVER, TO CONVEY A PORTION OR ALL OF THE COMMUNITY PROPERTIES PRIOR TO ANY REQUIRED DATE OF CONVEYANCE.

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS  
FOR  
LUCERNE LAKES GOLF COLONY

THIS DECLARATION is made on this 7th day of February, 1983, by LUCERNE LAKES GOLF COLONY, INC., a Florida corporation, hereinafter referred to as "Declarant."

R E C I T A L S :

A. DCA of Lake Worth, Inc., a Florida corporation ("DCA"), is the owner and holder of options to purchase certain properties including, but not limited to, those properties comprising the Project (the legal description of which "Project" is attached hereto as Exhibit "C" and made a part hereof) which options to purchase are contained in that certain Option Agreement dated the 15th day of December, 1976, as subsequently amended, by and between Florida Gardens Land and Development Company, a Florida corporation, and Landel/Lucerne, Inc., which was assigned to DCA and a memorandum which was recorded in the Public Records of Palm Beach County, Florida.

B. Options to purchase certain portions of the Project may be assigned by DCA to Declarant and/or various other respective developers of property in the Project ("Project Developers").

C. As hereinafter provided, Declarant may develop a portion of the Project as "Recreation Area 1" more particularly described in Exhibit "A" attached hereto and made a part hereof.

D. As hereinafter provided, Declarant may develop a portion of the Project as "Recreation Area 2" more particularly described in Exhibit "B" attached hereto and made a part hereof.

E. Declarant has deemed it desirable, for the efficient preservation of the values and amenities in the Project, to create a Florida corporation not for profit (the "Association") which will be responsible for the ownership, maintenance and administration of the portions of the Project which may now or hereafter be designated as Community Properties, including the enforcement of this Declaration, and collection and disbursement of the assessments and charges hereinafter created.

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

Prepared by: Jeffrey Weithorn, Esq.  
Myers, Kenin, Levinson,  
Ruffner, Frank & Richards  
1428 Brickell Avenue  
Miami, FL 33131  
371-9041

G. It is presently intended that all of the properties comprising the Project be developed pursuant to a general plan of development and subject to certain protective covenants, conditions, restrictions, reservations, easements, equitable servitudes, liens and charges, all running with said properties as hereinafter set forth. Notwithstanding anything contained herein to the contrary, however, there is no obligation to complete the Project as contemplated by the present general plan of development. The Declarant hereby reserves the right at its option and sole discretion to materially alter and substantially modify the general plan of development; provided, however, that in any event, the Units entitled to the use and enjoyment of the Community Properties shall not exceed 448 Units. The Declarant or any person or entity developing and selling residential units in the ordinary course of business to which the Declarant conveys any portion of the Project (other than the Community Properties) shall have the right at its sole option and discretion to develop such property either within the scope of the Project (and subject to this Declaration) or outside the scope of this Project. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, ALL OR ANY PORTION OF THE PROPERTY DESCRIBED IN EXHIBIT "C" MAY ONLY BE DEVELOPED WITHIN THE SCOPE OF (AND AS PART OF) THE PROJECT AND WILL BE SUBJECT TO THE PROVISIONS OF THIS DECLARATION, PROVIDED: (a) DCA, DECLARANT OR A PROJECT DEVELOPER, OR ANY OF THEIR SUCCESSORS OR ASSIGNS, ACQUIRE TITLE TO SUCH PROPERTY; AND (B) AN AMENDMENT TO THIS DECLARATION BY THE DECLARANT (SAID AMENDMENT NEED ONLY BE EXECUTED AND ACKNOWLEDGED BY THE DECLARANT) EXPRESSLY INCLUDING SUCH PROPERTY AS PROPERTY SUBJECT TO THIS DECLARATION, IS RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. Subsequent to any amendment expressly including certain property as property subject to the provisions of this Declaration, all or any portion of such property may be removed from the lien and operation of this Declaration by an amendment executed by the Declarant provided there are no conveyances of units constructed upon the property (being removed from the lien and operation of this Declaration) to a person not acquiring such unit for resale in the ordinary course of business; it being intended that removal of property from the lien and operation of this Declaration be prohibited subsequent to the acquisition of title to units constructed upon such property by persons intending to reside therein. Declarant may execute, acknowledge and record Supplemental Declarations or amendments hereto: (a) adding property to the Community Properties or removing property from the Project and the lien and operation of this Declaration, as provided above, or (b) imposing further conditions, covenants and restrictions to the operation, protection and maintenance of all or any portion of the Project. Nothing contained herein or in any Supplemental Declaration shall limit the Declarant's ability to increase the amenities contained within the Community Properties or limit the acreage content of said Community Properties.

H. Declarant hereby declares that the Units (including their appurtenances) and the Community Properties of the Project shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following easements, restrictions, covenants, conditions and equitable servitudes, all of which are for the purpose of uniformly enhancing and protecting the value, attractiveness and desirability thereof, in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Project, or any portion thereof. The covenants, conditions, restrictions, reservations, easements, and equitable servitudes set forth herein shall run with the title to the Units (including their appurtenances) and the Community Properties and shall be binding upon all persons having any right, title or interest therein, or any part thereof, their heirs, successors and assigns; shall inure to the benefit of the Units (including their appurtenances) and the Community Properties and any interest therein, and shall inure to the

B3884 P.1123

benefit of and be binding upon Declarant, its successors-in-interest and each Owner and his respective successors-in-interest; and may be enforced by any Owner, and his successors-in-interest, by the Association, and by the Declarant.

Notwithstanding the foregoing, no provision of this Declaration shall be construed to prevent or limit the Declarant's rights to complete development of Project and the construction of improvements thereon, nor Declarant's right to maintain model apartments, construction, sales or leasing offices or similar facilities on any portion of the Community Properties, nor the Declarant's right to post signs incident to construction, sales or leasing. Declarant agrees that not more than 448 Units may be constructed in the Project. No provision of this Declaration shall be construed as the Declarant's obligation to develop and/or convey all or any portion of the Community Properties except as hereinafter provided.

## ARTICLE I

### DEFINITIONS

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

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

Section 2. "Articles" shall mean the Articles of Incorporation of the Association which have been filed in the office of the Secretary of the State of Florida, a true copy of which is attached hereto, marked Exhibit "D" and incorporated herein by this reference, as such Articles may be amended from time to time.

Section 3. "Common Assessment" shall mean the charge against each Owner and his Unit, representing a portion of the total costs to the Association for maintaining, improving, repairing, replacing, managing and operating the Community Properties and the costs otherwise performing the duties and obligations of the Association including but not limited to the cost of real and personal property taxes pertaining thereto.

Section 4. "Special Assessments" shall mean a charge against a particular Owner and his Unit, directly attributable to the Owner, which may include, without limitation, fines or penalties referred to in Section 6, Article VI hereof, and the cost incurred by the Association for corrective action performed pursuant to the provisions of this Declaration, plus interest thereon as provided for in this Declaration.

Section 5. "Reconstruction Assessment" shall mean a charge against each Owner and his Unit, representing a portion of the cost to the Association for reconstruction of any portion or portions of the Improvements on the Community Properties pursuant to the provisions of this Declaration.

Section 6. "Capital Improvement Assessment" shall mean a charge against each Owner and his Unit, representing a portion of the costs to the Association for installation or construction of any Improvements on any portion of the Community Properties which the Association may from time to time authorize.

Section 7. "Association" shall mean Lucerne Lakes Golf Colony Community Association, Inc., a Florida corporation not-for-profit, its successors and assigns.

Section 8. "Board" shall mean the Board of Directors of the Association, elected in accordance with the By-Laws of the Association.

Section 9. "By-Laws" shall mean the By-Laws of the Association, which have been or shall be adopted by the Board substantially in the form of Exhibit "E" attached hereto and incorporated herein by this reference, as such By-Laws may be amended from time to time.

Section 10. "Community Properties" shall mean those portion of the Project which are declared as Community Properties in this Declaration and in any Amendment or Supplemental Declaration hereafter made by Declarant and which may be granted and conveyed by Declarant. Said Community Properties shall be for the common use and enjoyment of the Owners subject to the terms and conditions this Declaration and the rights hereunder of the Declarant. By Supplemental Declaration or Amendment to this Declaration, Declarant may (but shall not be obligated to) in its sole discretion from time to time develop and declare all or any portion of the property described in (Recreation Area 1) Exhibit "A" and/or Exhibit "B" (Recreation Area 2) together with improvements constructed or to be constructed thereon and/or other property in the Project to be Community Properties.

Section 11. "Common Expenses" shall mean the actual and estimated costs of: maintenance, management, operation, repair and replacement of the Community Properties (including unpaid Special Assessments, Reconstruction Assessments and Capital Improvement Assessments), including without limitation those costs not paid by any Owner responsible for payment; the costs of any and all commonly metered utilities, cable or master television charges, and other commonly metered charges for the Community Properties; costs of management and administration of the Association, including, but not limited to, compensation paid by the Association to managers, accountants, attorneys and other employees; the costs of all utilities, gardening and other services benefiting the Community Properties, and all recreational facilities thereon; the costs of fire, casualty and liability insurance, workmen's compensation insurance, and other insurance covering the Community Properties; the costs of bonding of the members of the management body; taxes paid by the Association, including real property taxes for the Community Properties; amounts paid by the Association for discharge of any lien or encumbrance levied against the Community Properties, or portions thereof; any charges or expenses set forth in the Declaration or the Exhibits hereto and the costs of any other item or items designated by, or in accordance with other expenses incurred by, the Association for any reason whatsoever in connection with the Community Properties or the obligations and duties of the Association, for the benefit of all of the Owners.

Section 12. "Declarant" shall mean and refer to Lucerne Lakes Golf Colony, Inc., a Florida corporation, and its successors and assigns, provided such successors and assigns acquires any portion of the Project from the Declarant for the purpose of development and resale and further provided as Declarant specifically assigns such rights hereunder to any such person by an express written assignment.

Section 13. "Declaration" shall mean this instrument as it may be amended from time to time.

Section 14. "Unit" shall mean and refer to a constructed dwelling which is designed and intended for use and occupancy as a residence by a single family. Said term includes, without limitation, a Unit in a Condominium, together with the interest in land, improvements and other property appurtenant thereto.

Section 15. "Maintenance Fund" shall mean the accounts created for receipts and disbursements of the Association, described in Article VI hereof.

Section 16. "Management Company" shall mean the person, firm or corporation which may from time to time be appointed by the Association hereunder as its agent and delegated certain duties, powers or functions of the Association.

Section 17. "Community Property Management Agreement" shall mean that certain agreement attached hereto as Exhibit "F" and made a part hereof and such amendments and modifications thereto and after termination of the Agreement attached as Exhibit "F", such term shall refer to such other agreements for management upon such terms and conditions as the Board of Directors shall deem appropriate.

Section 18. "Member" shall mean any person or entity holding a membership in the Association as provided herein.

Section 19. "Project" shall mean the property described on Exhibit "C" and improvements constructed thereon which property may be developed in accordance with the general plan of development which presently contemplates the Community Properties and up to thirteen (13) condominiums containing in the aggregate no more than 448 Units. Notwithstanding the foregoing, Declarant reserves the right to modify the aforesaid general plan of development as Declarant desires in its sole and absolute discretion, including but not limited to, permitting the development of any portion of the property outside the scope of the Project and including same within the operation of this Declaration and/or permitting the development of any portion of the Project in a materially and substantially different manner than the present general plan of development provided such change does not cause more than 448 Units to be constructed in the Project. All Owners hereby consent to any such changes or modifications. A subdivision known as Lucerne Lakes Golf Colony pertaining to property located within the Project has been platted in Plat Book 44 at Page 158 of the Public Records of Palm Beach County, Florida. That portion of the plat containing open space, which is not to have improvements constructed thereon, will not be vacated in whole or in part unless the entire plat is vacated.

Section 20. "Owner" shall mean and refer to the person or persons or other legal entity or entities, including Declarant, holding fee simple title of record to any Unit. For purposes of Article X only, unless the context otherwise requires, Owner shall also include the family, invitees, licensees and Lessees of any Owner.

Section 21. "Supplemental Declaration" shall mean any declaration of covenants, restrictions and easements which may be recorded by Declarant for the purpose of supplementing or amending this Declaration or for the purpose of declaring certain portions of the Project to be Community Properties.

The foregoing definitions shall be applicable to this Declaration, the Articles of Incorporation of the Association, the By-Laws of the Association, and also to any Supplemental Declaration, unless otherwise expressly provided.

## ARTICLE II

### OWNER'S PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of ingress and egress and of enjoyment in, to and over the Community Properties which right shall pass with title to a Unit, subject to the following provisions:

- (a) The right of the Association to reasonably limit the number of guests or Owners using the Community Properties.
- (b) The right of the Association to establish uniform rules and regulations pertaining to the use of the Community Properties and the improvements thereon.
- (c) The right of the Association to charge uniform and reasonable admission and other fees for the use of improvements in the nature of recreation facilities constructed upon the Community Properties.
- (d) The right of the Association to suspend the voting rights and right to use the Community Properties by an Owner for any period during which any assessment against his Unit remains unpaid and delinquent; and for a period not to exceed thirty (30) days for any single infraction of the published Rules and Regulations of the Association, provided that any suspension of such voting rights or right to use the Community Properties, shall be made only by the Board, after notice and an opportunity for a hearing as provided in the By-Laws of the Association.
- (e) Subject to the provisions of Article XIII of this Declaration, the right of the Association to dedicate, release, alienate or transfer all or any part of the Community Properties to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members and to grant easements where necessary. No such dedication, release, alienation or transfer shall be effective, unless approved by Members entitled to cast two-thirds (2/3) of the votes of the Membership of the Association, agreeing to such dedication, release, alienation or transfer.
- (f) The right of the Declarant (and its sales agents, customers and representatives) to the non-exclusive use of the Community Properties and the facilities thereof, without charge, for sales, display, access, ingress, egress and exhibit purposes. The Declarant specifically reserves the right to place and maintain, without charge, sales offices in the areas designated as Community Properties.
- (g) The right of the Association (by action of the Board) to reconstruct, replace or refinish any improvement or portion thereof upon the Community Properties, in accordance with the original design, finish or standard of construction of such improvement, and not in accordance with such original design, finish or standard of construction only with the vote or written consent of the Members holding fifty-one percent (51%) of the voting power of the Association.
- (h) The right of the Association to replace destroyed trees or other vegetation and plant trees, shrubs and ground cover upon any portion of the Community Properties.
- (i) The rights and powers of the Association and Declarant under this Declaration.

**Section 2. Delegation of Use.** Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Community Properties and facilities to the members of his family, or to the tenants who reside in his Unit, subject to all Rules and

B3884 P1127

Regulations presently in effect and any which may become effective in the future, and further subject to reasonable regulation by the Board.

Section 3. Easements for Parking. Temporary guest or recreational parking shall be permitted within the Community Properties only within spaces and areas which may be clearly marked for such purpose. The Association, through its officers, committees and agents, is hereby empowered to establish parking regulations and to enforce these parking regulations by all means lawful for such enforcement on county streets, including the removal of any violating vehicle by those so empowered; provided, however, that the Association shall not interfere with the parking necessities of the Declarant.

Section 4. Easements for Vehicular Traffic. In addition to the general easements for use of the Community Properties reserved herein, there shall be, and Declarant hereby reserves and covenants for itself and all future Owners, a non-exclusive easement for vehicular traffic over all private streets within the Community Properties, subject to the parking provisions set forth in Section 3 of Article II hereof.

Section 5. Easements for County Public Service Use. In addition to the foregoing easements over the Community Properties, there shall be, and Declarant hereby reserves and covenants for itself and all future Owners within the Project, easements for police services, including, but not limited to, the right of the police to enter upon any part of the Community Properties for the purpose of enforcing the law.

Section 6. Waiver of Use. No Owner may exempt himself from personal liability for assessments duly levied by the Association. No Owner may release the Unit owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the Community Properties and the facilities thereon or by abandonment of his Unit.

Section 7. Title to the Community Properties. Property owned by the Association shall be Community Properties. Should title to fifty (50) Units in the Project be conveyed on or before December 31, 1983 by the respective developers of property in the Project ("Project Developers") to persons not for resale in the ordinary course of business or sooner at Declarant's option, the Declarant shall convey fee simple title to Recreation Area 1 (which will initially constitute the Community Properties) to the Association and the Association shall accept such conveyance. Should three hundred seventy-six (376) condominium units be conveyed by the Project Developers on or before December 31, 1989, then in that event occurring, or earlier at Declarant's option, the Declarant shall complete the improvements to Recreation Area 2 within one hundred fifty (150) days from the conveyance of the three hundred seventy-sixth (376th) unit as provided above. Should the Declarant become obligated to, as provided above, or decide in its sole discretion to complete the improvements to Recreation Area 1 and/or Recreation Area 2, then at such time as such improvements are substantially complete, the Declarant shall file an Amendment to this Declaration provided that said Amendment shall only be executed by the Declarant and need not be executed by the Association or any other person or entity notwithstanding anything in this Declaration to the contrary. Should Project Developers not convey title to fifty (50) and/or three hundred seventy-six (376) condominium units to persons other than the Project Developers or an entity related to or affiliated with the Project Developers as provided above, Declarant shall not be obligated to improve Recreation Area 1 and/or Recreation Area 2, as the case may be, except to the extent necessary to provide streets for ingress and egress to the

B3884 P1128

various Condominium properties from a public street, if any, and all or portions of Recreation Area 1 and/or Recreation Area 2, as the case may be, shall, at the discretion of the Declarant, not become part of the Community Properties. Should the Declarant not be obligated to complete the improvements to Recreation Area 1 and/or Recreation Area 2 and should the Declarant determine not to make Recreation Area 1 and/or Recreation Area 2, as the case may be, part of the Community Properties Declarant shall file and record in the Public Records of Palm Beach County an amendment instrument which deletes and cancels Exhibit "A" and/or Exhibit "B," as the case may be, as an Exhibit to this Declaration, and which amendment instrument need only be executed by the Declarant and shall not be required to be executed by the Association, its members or any other person. Should Recreation Area 1 and/or Recreation Area 2 be improved by the Declarant or be required to be improved as provided herein or if such real property is added to the Community Properties, all references to Community Properties shall be deemed to include the property described in Exhibit "A" and/or Exhibit "B" to this Declaration, as the case may be, as well as other property designated as Community Properties. Subsequent to conveyance, if any, of Recreation Area 1 and/or Recreation Area 2 as part of the Community Properties, the Association shall hold title to all of the Community Properties for benefit of those persons entitled to use same under the provisions hereof. Declarant may mortgage the Community Properties to finance the original development and construction thereof, provided that (i) the lender recognizes the rights of the Owners hereunder, (ii) the Community Properties shall be free of mortgages at time of conveyance to the Association, and (iii) the Association shall not be personally liable for payment of same.

Section 8. The Project. It is the present intention that not more than four hundred forty-eight (448) Units be created within the Project and such Units shall be located in various Condominiums created within the real property described in Exhibit "C" to the Declaration, provided, however, nothing in this Declaration or Exhibits hereto shall obligate the Declarant or any Project Developer or any other person to construct any Condominium or Units. Unit Owners in Condominiums created as part of the Project shall be entitled to the use and enjoyment of the Community Properties and after the recordation of each respective Declaration of Condominium they jointly and severally shall have the duty and obligation to maintain same, and said Unit Owners shall pay for all of the costs and expenses of any type or nature as to same, including without limitation expenses, taxes, assessments, insurance premiums, costs of maintenance and repair and replacements and undertaking, and all other costs applicable thereto, and the sum due from each Unit Owner shall be a lien upon the applicable Unit as hereinafter provided. Each Condominium Unit in Condominiums declared of record entitled to the use and enjoyment of said Community Properties shall pay an equal share of said costs and expenses. Each Unit in a Condominium located within the real property described in Exhibit "C" shall commence paying its share of said costs and expenses of the Community Properties as of the date the first unit in said Condominium is conveyed by the Developer of such Condominium in the ordinary course of business.

Notwithstanding the foregoing provisions, it is understood and agreed that Condominiums are not required to be upon all of the property described in Exhibit "C" to this Declaration and, in such case, should the non-Condominium units be constructed within the Project, Declarant shall have the right in its sole discretion to determine whether the owner of said Units and/or the lessees thereof shall be entitled to the use and enjoyment of the Community Properties and, in such event, although the total interest in and to the fee simple title to said Community Properties may be owned by the Association, as hereinbefore



provided, said Community Association covenants and agrees and it shall be legally required, at the option of the Declarant, its successors and assigns, to enter into an agreement(s) with the owner and/or party responsible for the operation and management of said non-Condominium Units whereby the owners and/or occupants of said Units are entitled to the equal use and enjoyment of the Community Properties. The term of such agreement(s) shall be for not less than seventy (70) years from the date of said agreement(s) unless the parties thereto jointly agree otherwise. The agreement(s) shall be prepared by the Community Association and it shall contain such matters as the Community Association shall determine in its sole discretion; however, the non-Condominium unit owners and/or occupants shall be entitled to the equal use and enjoyment of said Community Properties to the same extent as are the Condominium Association's members and all Rules and Regulations as to said Community Properties shall be the same as to all parties entitled to the use and enjoyment of same. The aforesaid agreement(s) shall be duly recorded in the Public Records at the cost and expense of the non-Condominium unit owners and/or occupants and said agreement(s) shall incorporate therein such provisions for payment and enforcement of the payment of the obligations of said non-Condominium unit owners and/or occupants as to the Community Properties as the Community Association shall determine in its sole discretion. Every Condominium Unit or non-Condominium unit entitled to the use and enjoyment of the Community Properties shall pay the cost and expense of same on the same basis as hereinbefore provided as to only Condominium units sharing said costs and expenses. Each Unit Owner, his heirs, successors and assigns, agrees to make payment to the Community Association of his share of the monies due pursuant to and in the amount or proportion as specified herein. It shall be mandatory for the Owner to make said payments regardless of whether or not said Owner uses the Community Properties.

Any Owner together with spouse and other members of said Owner's immediate family who are in residence in the Condominium parcel, may use the Community Properties. Where a corporation is a parcel owner, the use of the Community Properties shall be limited at any one time to such officer, director, employee or designee of said corporation who is in actual residence and such individual shall be deemed to be the Owner for the purposes of this paragraph. All Owners' children and children of guests or invitees who are under such age as determined by the Association must be accompanied by an adult to such portions of the Community Properties as the Community Association determine. Guests and invitees of an Owner, whether in temporary residence in the Condominium or not, may only be permitted to use the Community Properties, if at all, with the permission of the Association and subject to the terms and conditions as the Association may determine in its sole discretion, including the payment of additional compensation therefor, it being understood and agreed that said Community Properties are primarily designed for the use and enjoyment of said unit owners and others within the real property described in Exhibit "C" to this Declaration and the use by others may be required to be limited or not permitted at all during certain times of a day, certain weeks or months of a year, and the Association shall determine the foregoing in its sole discretion, including the manner and method in which the Properties is to be used and under what circumstances. Notwithstanding the foregoing, where children in residence in a Condominium are the sons or daughters of a Owner, such parent shall not be required to pay additional compensation for use by said children of the Community Properties. Where a unit owner owns more than one unit, the family in residence in each unit shall be entitled to the use of the Community Properties whether said family in residence be a lessee of said Unit or otherwise. Where a party owns one Condominium unit and leases same, the lessee shall be entitled to the use of the Community Properties and said

B3884 P1130

lessee's right thereto shall be the same as though said lessee were the Owner during the terms of said lease, and the Owner and his family shall not be entitled to the use of the Recreation Area.

### ARTICLE III

#### MEMBERSHIP IN ASSOCIATION

Section 1. Membership. Every Owner of a Unit and the Declarant shall be a Member of the Association, and no Owner shall have more than one membership in the Association. Memberships in the Association shall not be assignable, except to the successor-in-interest of the Owner, and every membership of an Owner in the Association shall be appurtenant to and may not be separated from the fee ownership of his Unit. Ownership of such Unit shall be the sole qualification for membership of an Owner in the Association.

### ARTICLE IV

#### VOTING RIGHTS

Section 1. Classes of Voting Membership. The Association shall have two (2) classes of voting membership as follows:

Class A. Class A Members shall originally be all Owners with the exception of Declarant for so long as there exists a Class B Membership. Class A Members shall be entitled to one (1) vote for each Unit which is subject to assessment, as further provided in the Declaration. Declarant shall become a Class A Member with regard to Units owned by Declarant upon conversion of Declarant's Class B Membership as provided below.

Class B. The Class B Member shall be Declarant. The Class B Member shall be entitled to six (6) votes for each Unit owned by Declarant which is subject to assessment, plus six (6) votes for each unbuilt but planned Unit (i.e., the difference between the 448 Units presently planned for the Project less the number of constructed Units in respect of which there has been issued a Certificate of Occupancy or other official authorization permitting occupancy) provided that the Class B Membership shall cease and be converted to Class A Membership upon the first to occur of any of the following events:

- (1) Ten (10) days after Declarant elects to terminate Class B Membership; or
- (2) On December 31, 1989.

Section 2. Vote Distribution. Owners shall be entitled to one (1) vote for each Unit in which they hold the interest required for membership. When more than one person holds such interest or interests in any Unit ("co-owner"), all such co-owners shall be Members and may attend any meetings of the Association, but only one such co-owner shall be entitled to exercise the vote to which the Unit is entitled. Such co-owners may from time to time designate in writing one of their number to vote. Fractional votes shall not be allowed, and the vote for each Unit shall be exercised, if at all, as a Unit. Where no voting co-owner is designated or if such designation had been revoked, the vote for such Unit shall be exercised as the majority of the co-owners of the Unit mutually agree. Unless the Board receives a written objection from a co-owner, it shall be presumed that the corresponding voting co-owner is acting with the consent of his or her co-owners. No vote shall be cast for any Unit where the majority of the co-owners cannot agree to said

vote or other action. The non-voting co-owner or co-owners shall be jointly and severally responsible for all of the obligations imposed upon the jointly-owned Unit and shall be entitled to all other benefits of ownership. All agreements and determinations lawfully made by the Association in accordance with the voting percentages established herein, or in the By-Laws of the Association, shall be deemed to be binding on all Owners, their successors and assigns. Said voting rights shall be subject to the restrictions and limitations provided in this Declaration and in the Articles of Incorporation and By-Laws of the Association. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the Association and filed with the Secretary of the Association.

#### ARTICLE V

##### DUTIES AND POWERS OF ASSOCIATION

The Association, acting through the Board, in addition to the powers and duties it may have pursuant to its Articles, By-Laws, otherwise provided herein, and shall also have the power and duty to:

- (a) Maintain, repair and otherwise manage the Community Properties and all facilities, Improvements and landscaping thereon.
- (b) Maintain all private streets, parking and other paved surfaces within the Community Properties, including cleaning and periodic resurfacing thereof.
- (c) Obtain, for the benefit of the Community Properties, all commonly metered water, sanitary sewage and electric services, and may provide for all refuse collection and cable or master television service (if any), as necessary.
- (d) Grant easements, rights of way, or strips of land, where necessary, for utilities and sewer facilities over the Community Properties to serve the Community Properties and other portions of the Project.
- (e) Maintain such policy or policies of liability and fire insurance with respect to the Community Properties and personal property, if any, owned by the Association as provided herein in furthering the purposes of and protecting the interests of the Association and Members and as directed by this Declaration and the By-Laws.
- (f) Employ or contract with a Management Company to perform all or any part of the duties and responsibilities of the Association, and shall have the power to delegate its powers to committees, officers and employees.

#### ARTICLE VI

##### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Declarant, for each Unit now or hereafter owned by it within the Project, hereby covenants, and each Owner of any Unit by acceptance of a deed therefor whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (a) annual Common Assessments for Common Expenses, (b) Capital Improvement Assessments, (c) Special Assessments, and (d) Reconstruction Assessments; and such other

B3884 P.1132

assessments and charges set forth herein, all of which are to be established and collected as hereinafter provided. In the case of a condominium, the obligation of all Units therein for their respective assessments shall commence with the month following the month during which the title to the first Unit in said Condominium is sold and conveyed to the purchaser thereof, unless otherwise provided in the condominium offering circular. Such assessments, together with interest, costs and reasonable attorneys' fees for the collection thereof, shall be a charge on the Unit and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. Subject to provisions of this Declaration protecting first Mortgagees, the personal obligation for delinquent assessments shall pass to the successors-in-title of such Owner. The Board shall establish no fewer than two (2) separate accounts ("the Maintenance Funds") into which shall be deposited all moneys paid to the Association, and from which disbursements shall be made, as provided herein, in the performance of functions by the Association under the provisions of this Declaration. The Maintenance Funds shall include: (a) an Operating Fund for current expenses of the Association, and (b) a Reserve Fund for replacements, painting and repairs (which would not reasonably be expected to recur more frequently than semi-annually) of the Community Properties facilities to the extent necessary under the provisions of this Declaration. The Board of Directors shall not commingle any amounts deposited into any of the Maintenance Funds with one another.

Section 2. Purpose of Common Assessments. The Assessments levied by the Association shall be used exclusively to promote the common health, safety, benefit, recreation, welfare and aesthetics of the Owners and for the improvement and maintenance of the Community Properties as provided herein. However, disbursements from the Reserve Fund shall be made by the Board only for the specific purposes specified in this Article VI. Disbursements from the Operating Fund shall be made by the Board for such purposes as are necessary for the discharge of its responsibilities herein, other than those purposes for which disbursements from the Reserve Fund are to be used.

Section 3. Damage to Community Properties by Owners. The foregoing maintenance, repairs or replacements within the Community Properties arising out of or caused by the willful or negligent act of an Owner, his tenant or either of their families, guests or invitees shall be done at said Owner's expense and/or a Special Assessment therefor shall be made against his Unit.

Section 4. Capital Improvement and Reconstruction Assessments. In addition to the Common Assessments authorized above, the Board may levy, in any assessment year, a Capital Improvement Assessment or Reconstruction Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a Capital Improvement or other such addition upon the Community Properties, including fixtures and personal property related thereto; provided that any such assessment in excess of Ten Thousand Dollars (\$10,000.00) shall require a two-thirds (2/3) vote or written assent of Members holding two-thirds (2/3) of the votes of the Members of the Association, except in the case of an emergency whereby in the judgment of the Board, such expenditure is reasonably calculated to prevent further damage

B3884 P.1133

which is likely to occur during the time necessary to obtain such Membership approval.

Section 5. Notice and Quorum for any Action Authorized Under Section 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 shall be sent to all Members not less than thirty (30) days, nor more than sixty (60) days, in advance of the meeting. At the first such meeting called, the presence of Members in person or by proxy entitled to cast fifty percent (50%) of the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be thirty-three and one-third percent (33-1/3%) of the voting power of the Association. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Rate of Assessment. Common Assessments, Capital Improvement Assessments and Reconstruction Assessments provided for in this Article VI shall be allocated and assessed amongst the Units in accordance with the following formula:

$$\begin{array}{rcl} \text{Total amount} & & 1 \\ \text{of} & \times & \\ \text{assessments} & & \frac{\text{Total number of Units}}{\text{subject to Assessment}} \end{array} = \begin{array}{l} \text{Said Unit's} \\ \text{share of the} \\ \text{Common Expenses} \\ \text{of the Association} \end{array}$$

The Association may, subject to the provisions of Section 3 of this Article, levy Special Assessments against selected Owners who have caused the Association to incur special expenses due to willful or negligent acts of said Owners, their families, tenants, guests, invitees, or agents. The Association may also levy Special Assessments in the nature of fines or penalties with respect to violations of or non-compliance with the obligations under this Declaration, the Articles or the By-Laws as provided in Article VII of the By-Laws. All Common Assessments shall be collected monthly. All Common Expenses shall be assessed exclusively among the Units which are subject to assessment pursuant to Article VI, Section 1, hereof.

Section 7. Date of Commencement of Owners' Obligation for Common Assessments. The obligation of the Owners for the Common Assessments applicable to the Community Properties shall commence on the first day of the month after the month during which the Declarant certifies to the Association that construction of the Improvements upon the Community Properties for the Project has been substantially completed and that same are ready for use.

Section 8. Date of Commencement of Common Assessments: Due Date. The first annual Common Assessment shall be adjusted according to the number of months remaining in the fiscal year as set forth in the By-Laws. The Board shall fix the amount of the annual Common Assessment against each Unit subject to assessment at least thirty (30) days in advance of each Common Assessment period. Written notice of any change in the amount of the annual Common Assessment shall be sent to every Owner at least thirty (30) days prior to the effective date of such change. Notwithstanding the foregoing, however, such notice shall not be required in order for such change to become effective. The due dates shall be established by the Board. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer or agent of the Association, setting forth whether the assessments on a specified Unit have been paid. A properly executed certificate of the Association as to the status

B3884 P1134

of the assessments against a Unit is binding upon the Association as of the date of its issuance.

The Board shall prepare or have prepared a brief statement reflecting income and expenditures of the Association for each fiscal year, and shall distribute or have distributed a copy of each such statement to each Member, and to each first Mortgagee who has filed a written request for copies of the same in the manner provided in the By-Laws. At least sixty (60) days prior to the beginning of each fiscal year, the Board shall prepare and distribute to the membership of the Association a written, itemized estimate (budget) of the expenses estimated to be incurred by the Association during such year in performing its functions under this Declaration (which may include reasonable provision for contingencies and deposits into the Reserve Fund, less any expected income and accounting for any surplus from the prior year's respective Maintenance Fund).

The Association may designate each condominium association to collect assessments levied hereunder from Owners of Units in each respective Condominium.

At the end of any fiscal year of the Association, the Members may determine that all excess funds remaining in the Operating Fund, over and above the amounts used for the operation of the Properties, may be returned to the Members proportionately, or may be retained by the Association and used to reduce the following year's Common Assessments. Notwithstanding anything contained in the Articles or By-Laws to the contrary, if prior to dissolution of the Association the Association has not obtained tax exempt status from both the Federal and State government, then upon such dissolution of the Association, any amount remaining in the Reserve Funds shall be proportionately distributed to or for the benefit of the Members.

Section 9. Exempt Property. Common Expenses shall be assessed only against Units which are subject to assessment under the provisions hereof, and all other portions of the Project shall be exempt therefrom.

#### ARTICLE VII

##### EFFECT OF NON-PAYMENT OF ASSESSMENTS REMEDIES OF THE ASSOCIATION

Section 1. Effect of Non-Payment of Assessments: Remedies of the Association. Any installment of a Common Assessment, Capital Improvement Assessment, Special Assessment or Reconstruction Assessment not paid within ten (10) days after the due date shall bear interest from the due date of such installment at the highest interest rate allowable by law. If any installment due on an assessment is not paid within twenty (20) days after it is due, the Owner responsible therefor may be required by the Board to pay a late charge of Ten Dollars (\$10.00) or ten percent (10%) of the amount of the delinquent installment, whichever is greater. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Unit. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Community Properties or abandonment of his Unit. If the delinquent installments of Assessments and any charges thereon are not paid in full on or before thirty (30) days from the due date, the Board may, at its option at any time thereafter, declare all of the unpaid balance of the annual Common Assessment to be immediately due and payable without further demand or notice and may enforce the collection of the full Common Assessment and all charges thereon in any manner authorized by law and this Declara-

B3884 P1135

tion. If any Assessments are more than thirty (30) days past due at the beginning of any fiscal year, the balance of the installments of the Common Assessments for the fiscal year just starting may be accelerated at the option of the Board without notice.

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

Section 3. Foreclosure Sale. The assessment lien set forth herein may be foreclosed in the same manner as mortgages are foreclosed under Florida law. The Association, through duly authorized agents, shall have the power to bid on the Unit at foreclosure sale, the to acquire and hold, lease, mortgage and convey the same.

Section 4. Curing of Default. Upon the timely curing of any default for which a Claim of Lien was filed by the Association, the officers thereof shall record an appropriate Release or Satisfaction of Lien. The defaulting Owner shall reimburse the Association for all costs of collecting assessments owed including but not limited to attorneys' fees, recording costs and court costs, if any. A certificate executed and acknowledged by any two (2) members of the Board or by the Management Company stating the indebtedness secured by the liens upon any Unit created hereunder shall be conclusive upon the Association and the Owners as to the amount of such indebtedness as of the date of the Certificate, in favor of all persons who rely thereon in good faith. Such certificate shall be furnished to any Owner upon request at a reasonable fee, not to exceed Twenty-five Dollars (\$25.00).

Section 5. Cumulative Remedies. All rights, remedies, or relief however available to the Association including without limitation the assessment liens and the rights to foreclosure and sale thereunder shall be cumulative and nonexclusive (in addition to and not in substitution for all and/or any other rights and remedies which the Association and its assigns may have hereunder and by law.

Section 6. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first Mortgage (meaning any recorded Mortgage with first priority or seniority over other mortgages) made in good faith and for value and recorded prior to the date on which a Claim of Lien is recorded. Sale or transfer of any Unit shall not affect the assessment lien. However, in the event of the sale or transfer of any Unit pursuant to a mortgage foreclosure or deed in lieu thereof, the lien of such assessments shall be extinguished as to installments which became due prior to such sale or transfer and the acquirer of title shall not be liable

B3884 P1136

for such assessments except that the unpaid share of such Common Assessments shall be collectable from all Owners including such acquirer of title. No sale or transfer shall relieve such Unit from liability for any installments of assessments thereafter becoming due or from the lien thereof.

Section 7. No Waiver. Failure by the Association to enforce or declare a violation of the terms and conditions of this Declaration, Exhibits thereto, or Rules and Regulations promulgated by the Board upon occurrence thereof or any delay in taking any action in connection therewith shall not be considered a waiver of such violation and any express waiver of such violation (which must be in writing to be effective) shall not be considered a continuing waiver. Upon any subsequent violation, the Association shall not be deemed to have waived its rights to declare such violation and exercise concurrently or severally any rights, remedies or relief the Association may have.

## ARTICLE VIII

### ARCHITECTURAL CONTROL

Section 1. Members of Committee. The Architectural Committee, sometimes referred to in this Declaration as the "Committee," shall consist of three (3) members. The initial members of the Committee shall consist of persons designated by Declarant. The Declarant shall have the right to remove and designate new Members of the Committee at its discretion. Each of said persons shall hold office at the pleasure of the Declarant until all Units planned for the Project have been sold or at such earlier time as the Declarant may elect, at its sole option. Thereafter, each new member of the Committee shall be appointed by the Board and shall hold office at the pleasure of the Board until such time as he has resigned or has been removed or his successor has been appointed, as provided herein. Members of the Committee, other than those designated by the Declarant, may be removed at any time with or without cause. The Board shall have the right to appoint and remove all members of the Committee other than those designated by Declarant.

Section 2. Review of Proposed Construction. Subject to Article X, Section 8, of this Declaration, no building, fence, wall, patio cover or other structure shall be commenced, painted, erected or maintained on the Community Properties or any other portion of the Project; nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and color and location in relation to surrounding structures and topography by the Committee (subject to the exemptions in Section 9 of this Article VIII). The Committee shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of the surrounding area of the Project as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures. The Committee may also issue rules or guidelines setting forth procedures for the submissions of plans and specifications submitted for its review as it deems proper. Until receipt by the Committee of any required plans and specifications, the Committee may postpone review of any plans submitted for approval.

Section 3. Meetings of the Committee. The Committee shall meet from time to time as necessary to perform its duties hereunder. The Committee may from time to time, by resolution unan-

B3884 P1137



imously adopted in writing, designate a Committee Representative (who may, but need not, be one of its members) to take any action or perform any duties for and on behalf of the Committee, except the granting of variances pursuant to Section 8 hereof. In the absence of such designation, the vote of any two (2) members of the Committee taken without a meeting, shall constitute an act of the Committee.

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

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

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

(a) Upon the completion of any work for which approved plans are required under this Article VIII, the submitting party shall give written notice of completion to the Committee.

(b) Within sixty (60) days thereafter, the Committee or its duly authorized representative may inspect such improvement. If the Committee finds that such work was not done in substantial compliance with the approved plans it shall notify the submitting party in writing of such non-compliance within such sixty-day period, specifying the particulars of noncompliance, and shall require the submitting party to remedy the same.

(c) If upon the expiration of thirty (30) days from the date of such notification, the submitting party shall have failed to remedy such noncompliance, the Committee shall notify the Board in writing of such failure. The Board shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If noncompliance exists, the submitting party shall remedy or remove the same within a period of not more than forty-five (45) days from the date of announcement of the Board ruling. If the submitting party does not comply with the Board ruling within such period, the Board, at its option, may either remove the noncomplying improvement or remedy the noncompliance, and the submitting party shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the submitting party to the Association, the Board shall levy a Special Assessment against such submitting party for reimbursement. (In the event said submitting party is a condominium association, the aforementioned Special Assessment shall be levied against all units in the condominium in proportion to their respective share of the Common Expenses of said Condominium.)

(d) If for any reason the Committee fails to notify the submitting party of any noncompliance within sixty (60) days after receipt of said written notice of completion from the submitting party, the Improvement shall be deemed to be in accordance with said approved plans.

B3684 P1138

Section 7. Non-Liability of Committee Members. Neither the Committee nor any member thereof, nor its duly authorized Committee representative, shall be liable to the Association, any condominium association, or to any Owner or any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance or non-performance of the Committee's duties hereunder, unless due to the willful misconduct or bad faith of a member and only that member shall have any liability. The Committee shall review and approve or disapprove all plans submitted to it for any proposed Improvement, alteration or addition, solely on the basis of aesthetic consideration, and the overall benefit or detriment which would result to the immediate vicinity and the Project. The Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes.

Section 8. Variance. The Committee may authorize variances from compliance with any of the architectural provisions of this Declaration or any Supplemental Declaration, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental consideration may require. Such variance must be evidenced in writing, must be signed by at least two (2) members of the Committee, and shall become effective upon recording. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration or any Supplemental Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration or of any Supplemental Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting his use of the premises, including, but not limited to, zoning ordinances and lot set-back lines or requirements imposed by any governmental or municipal authority. The granting of a variance in one instance shall not waive the rights of the Committee to refuse to grant a variance in any other instance, whether or not such other instance is similar in nature.

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

#### ARTICLE IX

##### MAINTENANCE AND REPAIR OBLIGATIONS

Section 1. Maintenance and Obligations of Owners. Subject to the duty of the Association to provide for maintenance as provided in Article IX, Section 2, of this Declaration, it shall be the duty of each Condominium Association in the Project at its sole cost and expense, subject to the provisions of this Declaration regarding Architectural Committee approval, to maintain, repair, replace and restore areas subject to its control, in a neat, sanitary and attractive condition. In the event that any Condominium Association shall permit any improvement which is the responsibility of such condominium association to maintain, or cause to be maintained to fall into disrepair or not to be maintained so as to create a dangerous, unsafe, unsightly or unat-

B3884 P1139

tractive condition, or to otherwise violate this Declaration, the Architectural Committee and the Association shall jointly and severally have the right, but not the duty, upon fifteen (15) days' prior written notice to the Condominium Association, to correct such condition and to enter upon such Condominium Property to make such repairs or to perform such maintenance, and the cost thereof shall be charged to the Condominium Association. Said cost shall be a Special Assessment and shall create a lien upon all the Units in said Condominium enforceable in the same manner as other assessments as set forth in this Declaration. The Condominium shall pay promptly all amounts due for such work, and the costs and expenses of collection may be added, at the option of the Board, to the amounts payable by each Owner in the Condominium as Common Assessments.

Section 2. Maintenance Obligations of Association. Subject to the provisions of Section 1 of this Article, the Association shall maintain the Community Properties and all improvements thereon, in good repair, including all commonly metered utilities, the interior and exterior of the recreation buildings, and any and all utility facilities and buildings on the Community Properties. In addition to maintenance, the Association shall provide all necessary landscaping and gardening to properly maintain and periodically replace the trees, plants, grass and other vegetation which is on the Community Properties. The Association shall further maintain, reconstruct, replace and refinish any paved surface in the Community Properties. All of the foregoing obligations of the Association shall be discharged when and in such manner as the Board shall determine in their judgment to be appropriate.

Section 3. Exterior Appearance and Design. Any residential building which has suffered damage may apply to the Architectural Committee for approval to reconstruct, rebuild or repair the improvements therein. Application shall be made in writing and shall be supported by full and complete plans and specifications, working drawings and elevations showing the proposed reconstructions and the end result thereof. The Architectural Committee shall grant such approval only if the exterior appearance and design will be substantially like that which existed prior to the date of the casualty. Failure of the Architectural Committee to act within thirty (30) days after receipt of such a request in writing coupled with the drawings and plot plans showing the full and complete nature of the proposed changes shall constitute approval thereof. If the obligation for repair falls upon the Association, Architectural Committee approval will not be required prior to the commencement of such work.

Section 4. Time Limitation. The Owner or Owners of any damaged residential building, the Association and the Architectural Committee shall be obligated to proceed with all due diligence hereunder, and the responsible party shall commence reconstruction within six (6) months after the damage occurs and complete reconstruction within one (1) year after damage occurs, unless prevented by causes beyond their reasonable control.

## ARTICLE X

### USE RESTRICTIONS

All real property comprising any portion of the Project shall be held, used and enjoyed subject to the following limitations and restrictions, subject to the exemption of Declarant in Section 8 hereof.

Section 1. Nuisances. No noxious or offensive activity shall be carried on in any residential buildings or on the Com-

B3884 P.1140

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

Section 2. Signs. No sign, poster, display, billboard or other advertising device of any kind shall be displayed to the public view on any portion of residential buildings or on the Community Properties without the prior written consent of the Architectural Committee, except signs, regardless of size, used by Declarant, its successors or assigns, for advertising during the construction and sale period and likewise excepting herefrom any signs which dispense general information and/or directions.

Section 3. Parking and Vehicular Restrictions. Parking in residential buildings shall be restricted to the parking areas therein designated for such purpose. No Owner shall park, store or keep on any portion of the residential buildings or Community Properties any commercial type vehicle (for example, van, dump truck, cement mixer truck, oil or gas truck, delivery truck), nor may any Owner keep any other vehicle on the Community Properties which are deemed to be a nuisance by the Board. No Owner shall conduct any repairs (except in an emergency) or restorations of any motor vehicle, boat, trailer, or other vehicle upon any portion of the residential buildings or Community Properties.

Section 4. Animal Restriction. No animals, livestock, reptiles or poultry of any kind shall be raised, bred or kept on the Community Properties.

Section 5. Trash. No rubbish, trash or garbage or other waste material shall be kept or permitted on the Community Properties except in sanitary containers located in appropriate areas, and no odor shall be permitted to arise therefrom so as to render the Community Properties or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. No clothing or household fabrics shall be hung, dried, or aired in such a way as to be visible, and no lumber, grass, shrub or tree clippings or plant waste, metals, bulk material or scrap or refuse or trash shall be kept, stored or allowed to accumulate on any portion of the Community Properties except within an enclosed structure or appropriately screened from view.

Section 6. Temporary Buildings. No outbuilding, basement, tent, shack, shed or other temporary building or improvement of any kind shall be placed upon any portion of the residential buildings or Community Properties either temporarily or permanently. No trailer, camper, motor home or recreation vehicle shall be used as a residence, either temporarily or permanently.

Section 7. Community Properties Facilities. Nothing shall be altered or constructed in or removed from the Community Properties except upon the written consent of the Association.

B3884 P1141

Section 8. Declarant Exemption. Declarant or its successors or assigns will undertake the work of constructing Units and other improvements in the project. The completion of that work and the sale, rental and other disposal of Units is essential to the establishment and welfare of the Project as a residential community. As used in this Section and its sub-paragraphs, the words "its successors or assigns" specifically do not include purchasers of completed Units except where the Declarant shall so expressly state in writing. In order that said work may be completed and the Project be established as a fully occupied residential community as rapidly as possible, no Owner or the Association, or the Architectural Committee shall do anything to interfere with, and nothing in this Declaration shall be understood or construed to:

(a) Prevent Declarant, its successors or assigns, or its or their contractors or subcontractors, from doing whatever they determine to be necessary or advisable in connection with the completion of said work, including without limitation the alteration of its construction plans and designs as Declarant deems advisable in the course of development (all models or sketches showing plans for future development of the Project may be modified by the Declarant at any time and from time to time, without notice) and the granting of easements; or

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

(c) Prevent Declarant, its successors or assigns, or its or their contractors or subcontractors, from conducting on any property owned or controlled by Declarant, or its successors or assigns, its or their business of developing, subdividing, grading and constructing improvements in the Project as a residential community and of disposing of Units therein by sale, lease or otherwise; or

(d) Prevent Declarant, its successors or assigns, from determining in its sole discretion the nature of any type of improvements to be initially constructed as part of the Project without limitation including the Community Properties; or

(e) Prevent Declarant, its successors or assigns, or its or their contractors or subcontractors, from maintaining such sign or signs on any property owned or controlled by any of them as may be necessary in connection with the sale, lease or other marketing of Units or which may dispense general information and/or directions.

Section 9. Outside Installations. No radio station or shortwave operators of any kind shall operate from any Unit. No exterior radio antenna, television antenna, or other antenna of any type shall be erected or maintained on the residential building or Community Properties, except that a master antenna or antennae, or cable television antenna or antennae, may be provided for the use of Owners, and Declarant does hereby reserve upon the Community Properties and may grant easements for such purposes.

B3884 P1142

Section 10. Insurance Rates. Nothing shall be done or kept in the Community Properties which will increase the rate of insurance on any property insured by the Association without the approval of the Board, nor shall anything be done or kept in the residential building or the Community Properties which would result in the cancellation of insurance on any property insured by the Association or which would be in violation of any law.

ARTICLE XI

DAMAGE OR DESTRUCTION TO COMMUNITY PROPERTIES

Damage to or destruction of all or any portion of the Community Properties shall be handled in the following manner, notwithstanding any provision in this Declaration to the contrary:

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

(B) If the insurance proceeds are within Twenty Thousand Dollars (\$20,000.00) or less of being sufficient to effect total restoration to the Community Properties, then the Association shall cause such Community Properties to be repaired and reconstructed substantially as it previously existed and the difference between the insurance proceeds and the actual cost shall be levied as a Reconstruction Assessment proportionately against each of the Owners.

(C) If the insurance proceeds are insufficient by Twenty Thousand Dollars (\$20,000.00) or more to effect total restoration to the Community Properties, then by written consent or a majority vote of the Members, they shall determine whether (i) to rebuild and restore in substantially the same manner as the Improvements existed prior to damage and to raise the necessary funds over the insurance proceeds by levying equal Reconstruction Assessments against all Units, (ii) to rebuild and restore in a way which utilizes all available insurance proceeds and an additional amount not in excess of Ten Thousand Dollars (\$10,000.00), and which is less expensive than replacing these improvements in substantially the same manner as they existed prior to being damaged, or (iii) subject to the provisions of Article XIII, to not rebuild and to distribute the available insurance proceeds equally to the Owners and Mortgagees of the Units as their interests may appear.

(D) Each Owner shall be liable to the Association for any damage to the Community Properties not fully covered by insurance which may be sustained by reason of the negligence or willful misconduct of said Owner or his Tenant or either of their families, and guests, both minor and adult. Notwithstanding the foregoing, the Association reserves the right to charge a Special Assessment equal to the increase, if any, in the insurance premium directly attributable to the damage caused by such Owner. In the case of joint ownership of a Unit, the liability of such Owners shall be joint and several, except to the extent that the Association has previously contracted in writing with such joint Owners to the contrary. The cost of correcting such damage shall be a Special Assessment against the Unit and may be collected as provided herein for the collection of Common Assessments.

B3884 P1143

ARTICLE XII

INSURANCE

Section 1. Community Properties. The Association shall keep all buildings, improvements and fixtures of the Community Properties insured against loss or damage by fire for the full insurance replacement cost thereof, and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property whether real or personal, owned by the Association, against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance. The insurance coverage with respect to the Community Properties shall be written in the name of the Association and the proceeds thereof shall be payable to the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association are Common Expenses included in the Common Assessments made by the Association.

Section 2. Replacement or Repair of Property. In the event of damage to or destruction of any part of the Community Properties facilities, the Association shall repair or replace the same from the insurance proceeds available, subject to the provisions of Article XI of this Declaration. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Association may make a Reconstruction Assessment against all Units to cover the additional cost of repair or replacement not covered by the insurance proceeds, in addition to any other Common Assessments made against such Owners.

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

Section 4. Liability and Other Insurance. The Association shall obtain comprehensive public liability insurance, including medical payments, and malicious mischief, in such limits as it shall deem desirable, insuring against liability for bodily injury, death and property damage arising from the activities of the Association or with respect to property under its jurisdiction, including, if obtainable, a crossliability endorsement insuring each insured against liability to each other insured. The Association may also obtain Workmen's Compensation insurance and other liability insurance as it may deem desirable, insuring each Owner and the Association, Board and Management Company, from liability in connection with the Community Properties, the premiums for which are Common Expenses included in the Common Assessments made against the Owners. All insurance policies shall be reviewed at least annually by the Board of Directors and the limits increased in its discretion. The Board may also obtain such errors and omissions insurance, indemnity bonds, fidelity bonds and other insurance as it deems advisable, insuring the Board and the Management Company thereof against any liability for any act or omission in carrying out their obligations hereunder, or resulting from their membership on the Board or on any Committee thereof.

B3884 P.1144

ARTICLE XIII

ENCROACHMENTS: EASEMENTS

Section 1. Encroachments. If (a) any portion of the Community Properties encroaches upon any other portion of the Project; (b) any other portion of the Project encroaches upon the Community Properties; or (c) any encroachment shall hereafter occur as the result of (i) construction of any building or other improvements; (ii) settling or shifting of a building or other improvement; (iii) any alteration or repair to the Community Properties of any other portion of the Project; (iv) any repair or restoration of any building or other improvements or any of the Community Properties after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any building, improvements or Community Properties, then in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the structure causing said encroachment shall stand.

Section 2. Pipes, Wires, Ducts, Vents, Cables, Conduits, Public Utility Lines, Etc. The Association shall have an easement use, maintain, repair, alter and replace all pipes, wires, ducts, vents, cables, conduits, public utility lines, and similar or related facilities located in the Project and serving the Community Properties. Each part of the Project shall be subject to an easement in favor of the Association to use, maintain, repair, alter and replace the pipes, wires, ducts, vents, cables, conduits, public utility lines and other similar or related facilities located in such part of the Project and also serving other parts thereof.

Section 3. Easements of Support. Whenever any structure included in the Community Properties adjoins any structure included in any other part of the Project, each said structure shall have and be subject to an easement of support and necessity in favor of the other structure.

Section 4. Declarant's Reservation. The Declarant, its successors, employees, invitees and assigns reserve the easements, licenses, rights and privileges of a right-of-way in, through, over, under and across the Community Properties for the purpose of completing construction and sale of Units and facilities in the Project and, towards this end, reserves the right to grant and reserve easements and rights-of-way in, through, under, over and across the Community Properties for the installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage, cable television, and other utilities and for any other materials or services necessary for the completion of the work. The Declarant, its successors, employees, assigns and purchasers, also reserve the right to connect with and make use of the utility lines, wires, pipes, conduits, cable television, sewers and drainage lines which may from time to time be in or along the streets and roads or other areas of the Community Properties.

The Declarant and its successors, assigns, invitees, licensees, contractors and employees, shall have an easement in, on, over and across the Community Properties, in connection with the development of the Project or any similar projects which may be developed by Declarant in the vicinity of the Community Properties for (i) construction, installation, maintenance, ingress to and egress from and the right to use, including the right to use (in common with other Owners) any open parking spaces and tap into all storm drainage facilities, water, sewer and other utility lines, pipes, conduits, flues, ducts, wires and cable television and other utility lines servicing or located on

B3884 P1145



the Community Properties, provided such easement and use does not prevent or unreasonably interfere with the use of the Community Properties as intended, and (ii) ingress to and egress from all land areas of the Community Properties (including the private roads if any and the use of said land areas (in common with Owners) for any lawful purpose, and (iii) to erect, maintain, repair and replace from time to time one or more signs on the Community Properties for the purposes of advertising the sale of Units in the Project and the leasing of space in any Unit and for the purpose of advertising the sale of Units which may be constructed by Declarant on land in or in the vicinity of the Project. Declarant, its successors, assigns, invitees, licensees, contractors and employees reserve the right to establish, grant and create easements for any additional underground electric, transformer, amplifier, gas, cable television, telephone, water, storm drainage, sewer or other utility lines and appurtenances in, under, over and/or through the Community Properties, to relocate any existing utility, sewer and drainage easements in any portion of the Community Properties and to dedicate any or all of such facilities to any governmental bod, public benefit corporation or utility company if the Declarant shall deem it necessary or desirable for the proper operation and maintenance of the Community Properties or any portion thereof, or for the general health or welfare of any Owner, provided that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the use of the Unit for dwelling purposes. Any utility company or public benefit corporation furnishing services to the Community Properties, and the employees and agents of any such company or corporation, shall have the right of access to the Community Properties in furtherance of such easements, provided such right of access is exercised in such a manner as not unreasonably to interfere with the use of any Unit.

#### ARTICLE XIV

#### GENERAL PROVISIONS

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

(a) Breach of any of the covenants contained in the Declaration or the By-Laws and the continuation of any such breach may be enjoined, abated or remedied by appropriate legal proceedings by any Owner, the Declarant, by the Association or the successors-in-interest of the Association. Any judgment rendered in any action or proceeding pursuant hereto shall include a sum for attorneys' fees in an amount as the court may deem reasonable, in favor of the prevailing party, as well as the amount of any delinquent payment, interest thereon, costs of collection and court costs.

(b) The result of every act or omission whereby any of the covenants contained in this Declaration or the By-Laws are violated in whole or in part is hereby declared to be a nuisance, and every remedy allowed by law or equity against a nuisance either public or private shall be applicable against every such result and may be exercised by any Owner, by the Association or its successors-in-interest.

(c) Violation or noncompliance of any term, condition, or covenant of this Declaration, the By-Laws or the Rules and Regulations promulgated by the Board may result in a fine or penalty being imposed as provided in Articles of the By-Laws.

B3884 P.1146

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

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

Section 2. Severability. Invalidation of any one of these covenants or restrictions or any portion thereof by judgment or court order shall in no way affect any other provisions or portions thereof which shall remain in full force and effect.

Section 3. Term. The covenants and restrictions of this Declaration shall run with and bind the Properties covered thereby, and shall inure to the benefit of and be enforceable by the Association, the Declarant or the Owner of any Unit subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of forty (40) years from the date this Declaration is recorded, after which time said covenants, conditions, reservation of easements, equitable servitudes and restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument, approved by the then Owners of a majority of the Units, has been recorded, agreeing to change said covenants and restrictions in whole or in part, provided any such change does not adversely affect the Declarant without his express written consent.

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

Section 5. Amendments. This Declaration may be amended only by the Association as follows: (a) by the affirmative vote or written consent of the Owners holding not less than sixty-six and two-thirds percent (66-2/3%) of the voting power of the Class A Membership and the affirmative vote of the Class B Membership (so long as the Class B Membership exists), or (b) by the affirmative vote of the Class B Membership provided, however, that no amendment shall be permitted which has a material adverse effect upon substantial rights of an Owner to the use of the Community Properties or a First Mortgagee without the prior written consent of such Owner or First Mortgagee. Notwithstanding the foregoing to the contrary, however, nothing contained herein shall affect the right of the Declarant to make such amendments or Supplemental Declarations as may otherwise be permitted herein.

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

Section 7. Constructive Notice and Acceptance. Every person who owns, occupies or acquires any right, title, estate or interest in or to any Unit or other portion of The Project does and shall be conclusively deemed to have consented and agreed to

B3884 P1147

every limitation, restriction, easement, reservation, condition and covenant contained herein, whether or not any reference to these restrictions is contained in the instrument by which such person acquired an interest in such property.

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

Section 9. No Representations or Warranties. No representations or warranties of any kind, express or implied, have been given or made by Declarant or its agents or employees in connection with any portion of the Community Properties, its physical condition, zoning, compliance with applicable laws, fitness for intended use, or in connection with the subdivision, sale, operation, maintenance, cost of maintenance, taxes or regulation thereof, except as specifically and expressly set forth in this Declaration and except as may be filed by Declarant from time to time with the Florida Division of Land Sales and Condominiums.

DECLARANT has executed this Declaration on the date first written above.

LUCERNE LAKES GOLF COLONY, INC.

Signed, Sealed & Delivered in the Presence of:

Mariano DiIocco Carl Palmisciano, President  
Rita Anagn Luis Clark, Secretary  
WITNESSES

(CORPORATE SEAL)

STATE OF FLORIDA )  
                          ) SS  
COUNTY OF PALM BEACH)

The foregoing Declaration of Covenants, Restrictions and Easements was acknowledged before me this 7th day of February, 1983 by Carl Palmisciano and Luis Clark, as President and Secretary, respectively, of Lucerne Lakes Golf Colony, Inc., a Florida corporation.

My Commission Expires: Mariano DiIocco  
Notary Public, State of Florida  
My Commission Expires Nov. 11, 1984  
Bonded thru my firm: Insurance, Inc.

LUCERNE LAKES GOLF COLONY COMMUNITY ASSOCIATION, INC., a Florida Corporation not for profit, hereby agrees to accept all the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of this Declaration and Exhibits attached hereto.

B3884 P1148

IN WITNESS WHEREOF, LUCERNE LAKES GOLF COLONY COMMUNITY ASSOCIATION, INC., has caused these presents to be signed in its name by its proper officers and its corporate seal to be affixed this 7th day of February, 1983.

Signed, Sealed and Delivered in the Presence of:

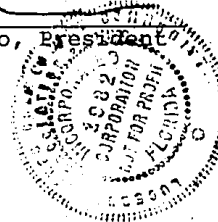
Marianne Flocco

Rita Kapp

LUCERNE LAKES GOLF COLONY COMMUNITY ASSOCIATION, INC.

Carl Palmisciano, President

(SEAL)



STATE OF FLORIDA )  
                          ) SS  
COUNTY OF PALM BEACH)

The foregoing joinder was acknowledged before me this 7th day of February, 1983 by Carl Palmisciano as President of Lucerne Lakes Golf Colony Community Association, Inc., a Florida corporation not for profit, on behalf of said corporation.

My Commission Expires:  
Notary Public, State of Florida  
My Commission Expires Nov. 11, 1984  
Bonded thru Toy Loan Insurance, Inc.

Marianne Flocco  
Notary Public, State of Florida

DCA OF LAKE WORTH, INC., a Florida corporation, as holder of an option to purchase certain properties (including but not limited to the properties described in Exhibit "C") does hereby join in and agree to the terms, conditions, covenants, restrictions and easements contined in this Declaration of Covenants, Restrictions and Easements this 7th day of February, 1983.

Signed, Sealed and Delivered in the Presence of:

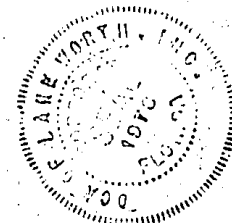
Marianne Flocco

Rita Kapp

DCA OF LAKE WORTH, INC.

Carl Palmisciano, President

(SEAL)



STATE OF FLORIDA )  
                          ) SS  
COUNTY OF PALM BEACH)

The foregoing joinder was acknowledged before me this 7th day of February, 1983 by Carl Palmisciano, President of DCA of Lake Worth, Inc., a Florida corporation not for profit, on behalf of said corporation.

My Commission Expires:  
Notary Public, State of Florida  
My Commission Expires Nov. 11, 1984  
Bonded thru Toy Loan Insurance, Inc.

Marianne Flocco  
Notary Public, State of Florida



B3884 P1149

LEGAL DESCRIPTION

LUCERNE LAKES GOLF COLONY RECREATION AREA 1 -  
LANDS BEING SUBMITTED TO CONDOMINIUM OWNERSHIP

A PARCEL OF LAND LYING IN BLOCK 29, "PALM BEACH FARMS COMPANY PLAT NO. 3", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2 AT PAGES 45 THROUGH 54 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE BEING THE NORTHEAST CORNER OF TRACT 65, BLOCK 29, OF SAID PALM BEACH FARMS COMPANY PLAT NO. 3; THENCE S 00°00'27"E ALONG THE EAST LINE OF SAID BLOCK 29, A DISTANCE OF 970.98 FEET; THENCE S 89°59'33"W AND PERPENDICULAR TO THE PREVIOUS DESCRIBED COURSE, A DISTANCE OF 1265.65 FEET TO THE POINT OF BEGINNING;

THENCE N 78°02'21"W A DISTANCE OF 89.31 FEET; THENCE N 07°10'25"W A DISTANCE OF 233.10 FEET; THENCE S 88°35'57"E A DISTANCE OF 92.48 FEET TO A POINT OF CURVATURE; THENCE 74.36 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 519.28 FEET, A CENTRAL ANGLE OF 08°12'76", A CHORD LENGTH OF 74.29 FEET, AND A CHORD BEARING S 84°29'49"E; THENCE DEPARTING FROM SAID CURVE ON A NON-RADIAL LINE, BEARING S 11°57'39"W A DISTANCE OF 245.71 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINING 0.700 ACRES, MORE OR LESS.

B3884 P1150

Exhibit "A" to Declaration of  
Covenants, Restrictions and Easements

LEGAL DESCRIPTION

LUCERNE LAKES GOLF COLONY RECREATION AREA 2  
LANDS BEING SUBMITTED TO CONDOMINIUM OWNERSHIP

A PARCEL OF LAND LYING IN BLOCK 29, "PALM BEACH FARMS COMPANY PLAT NO. 3", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2 AT PAGES 45 THROUGH 54 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE BEING THE NORTHEAST CORNER OF TRACT 65, BLOCK 29, OF SAID PALM BEACH FARMS COMPANY PLAT NO. 3; THENCE S 00°00'27"E ALONG THE EAST LINE OF SAID BLOCK 29, A DISTANCE OF 632.01 FEET TO THE POINT OF BEGINNING;

THENCE S 00°00'27"E A DISTANCE OF 82.00 FEET; THENCE S 89°59'33"W A DISTANCE OF 165.00 FEET; THENCE N 00°00'27"W A DISTANCE OF 82.00 FEET; THENCE N 89°59'33"E A DISTANCE OF 165.00 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINING 0.311 ACRES, MORE OR LESS.

B3884 P.1151

Exhibit "B" to Declaration of  
Covenants, Restrictions and Easements

Exhibit "C" to Declaration of  
Covenants, Restrictions and Easements

A PARCEL OF LAND LYING IN BLOCK 29, "PALM BEACH FARMS COMPANY PLAT NO. 3", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2 AT PAGES 45 THROUGH 54 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE BEING THE NORTHEAST CORNER OF TRACT 65, BLOCK 29, OF SAID PALM BEACH FARMS COMPANY PLAT NO. 3; THENCE S 00°00'27"E ALONG THE EAST LINE OF SAID BLOCK 29, A DISTANCE OF 532.01 FEET TO THE POINT OF BEGINNING;

THENCE S 00°00'27"E A DISTANCE OF 82.00 FEET; THENCE S 89°59'33"W A DISTANCE OF 165.00 FEET; THENCE N 00°00'27"E A DISTANCE OF 82.00 FEET; THENCE N 89°59'33"E A DISTANCE OF 165.00 FEET TO THE POINT OF BEGINNING.

and

A PARCEL OF LAND LYING IN BLOCK 29, "PALM BEACH FARMS COMPANY PLAT NO. 3", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2 AT PAGES 45 THROUGH 54 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE BEING THE NORTHEAST CORNER OF TRACT 65, BLOCK 29, OF SAID PALM BEACH FARMS COMPANY PLAT NO. 3; THENCE S 00°00'27"E ALONG THE EAST LINE OF SAID BLOCK 29, A DISTANCE OF 970.98 FEET; THENCE S 89°59'33"W AND PERPENDICULAR TO THE PREVIOUS DESCRIBED COURSE, A DISTANCE OF 1265.65 FEET TO THE POINT OF BEGINNING;

THENCE N 78°02'21"W A DISTANCE OF 89.31 FEET; THENCE N 07°10'25"W A DISTANCE OF 233.10 FEET; THENCE S 88°35'57"E A DISTANCE OF 99.48 FEET TO A POINT OF CURVATURE; THENCE 74.36 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 519.28 FEET, A CENTRAL ANGLE OF 08°12'16", A CHORD LENGTH OF 71.29 FEET, AND A CHORD BEARING S 84°29'49"E; THENCE DEPARTING FROM SAID CURVE ON A NON-RADIAL LINE, BEARING S 11°57'39"W A DISTANCE OF 245.71 FEET TO THE POINT OF BEGINNING.

and

A PARCEL OF LAND LYING IN BLOCK 29, "PALM BEACH FARMS COMPANY PLAT NO. 3", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2 AT PAGES 45 THROUGH 54 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE BEING THE NORTHEAST CORNER OF TRACT 65, BLOCK 29, OF SAID PALM BEACH FARMS COMPANY PLAT NO. 3; THENCE S 00°00'27"E ALONG THE EAST LINE OF SAID BLOCK 29, A DISTANCE OF 604.52 FEET; THENCE S 89°59'33"W AND PERPENDICULAR TO THE PREVIOUS DESCRIBED COURSE, A DISTANCE OF 255.00 FEET TO THE POINT OF BEGINNING;

THENCE N 88°35'57"W A DISTANCE OF 620.14 FEET; THENCE N 01°24'03"E A DISTANCE OF 106.50 FEET; THENCE S 88°35'57"E A DISTANCE OF 551.36 FEET; THENCE N 00°12'58"W A DISTANCE OF 336.18 FEET TO A POINT ON A CURVE; THENCE 168.05 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 365.29 FEET, A CENTRAL ANGLE OF 26°21'30", A CHORD LENGTH OF 166.57 FEET, AND A CHORD BEARING S 13°23'43"E TO A POINT OF REVERSE CURVATURE; THENCE 126.44 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 272.68 FEET, A CENTRAL ANGLE OF 26°34'02", A CHORD LENGTH OF 125.31 FEET, AND A CHORD BEARING S 13°17'28"E TO A POINT OF TANGENCY; THENCE S 00°00'27"E A DISTANCE OF 160.34 FEET TO THE POINT OF BEGINNING.

and

P. 1152  
A PARCEL OF LAND LYING IN BLOCK 29, "PALM BEACH FARMS COMPANY PLAT NO. 3", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2 AT PAGES 45 THROUGH 54 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

B3884  
AS A POINT OF REFERENCE BEING THE NORTHEAST CORNER OF TRACT 65, BLOCK 29, OF SAID PALM BEACH FARMS COMPANY PLAT NO. 3; THENCE S 00°00'27"E ALONG THE EAST LINE OF SAID BLOCK 29, A DISTANCE OF 774.60 FEET; THENCE S 89°59'33"W AND PERPENDICULAR TO THE PREVIOUS DESCRIBED COURSE, A DISTANCE OF 255.00 FEET TO THE POINT OF BEGINNING;

THENCE N 88°35'57"W A DISTANCE OF 260.32 FEET; THENCE N 01°24'03"E A DISTANCE OF 170.03 FEET; THENCE S 88°35'57"E A DISTANCE OF 256.14 FEET; THENCE S 00°00'27"E A DISTANCE OF 170.08 FEET TO THE POINT OF BEGINNING.

and

A PARCEL OF LAND LYING IN BLOCK 29, "PALM BEACH FARMS COMPANY PLAT NO. 3", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2 AT PAGES 45 THROUGH 54 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE BEING THE NORTHEAST CORNER OF TRACT 65, BLOCK 29, OF SAID PALM BEACH FARMS COMPANY PLAT NO. 3; THENCE S 00°00'27"E ALONG THE EAST LINE OF SAID BLOCK 29, A DISTANCE OF 589.27 FEET; THENCE S 89°59'33"W AND PERPENDICULAR TO THE PREVIOUS DESCRIBED COURSE, A DISTANCE OF 874.95 FEET TO THE POINT OF BEGINNING;

THENCE N 88°35'57"W A DISTANCE OF 525.52 FEET; THENCE N 07°10'25"W A DISTANCE OF 107.70 FEET; THENCE S 88°35'57"E A DISTANCE OF 541.57 FEET; THENCE S 01°24'03"W A DISTANCE OF 106.50 FEET TO THE POINT OF BEGINNING.

and

A PARCEL OF LAND LYING IN BLOCK 29, "PALM BEACH FARMS COMPANY PLAT NO. 3", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2 AT PAGES 45 THROUGH 54 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE BEING THE NORTHEAST CORNER OF TRACT 65, BLOCK 29, OF SAID PALM BEACH FARMS COMPANY PLAT NO. 3; THENCE S 00°00'27"E ALONG THE EAST LINE OF SAID BLOCK 29, A DISTANCE OF 768.20 FEET; THENCE S 89°59'33"W AND PERPENDICULAR TO THE PREVIOUS DESCRIBED COURSE, A DISTANCE OF 513.24 FEET TO THE POINT OF BEGINNING;

THENCE N 88°35'57"W A DISTANCE OF 485.00 FEET; THENCE N 01°24'03"E A DISTANCE OF 170.03 FEET; THENCE S 88°35'57"E A DISTANCE OF 485.00 FEET; THENCE S 01°24'03"W A DISTANCE OF 170.03 FEET TO THE POINT OF BEGINNING.

and

A PARCEL OF LAND LYING IN BLOCK 29, "PALM BEACH FARMS COMPANY PLAT NO. 3", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2 AT PAGES 45 THROUGH 54 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE BEING THE NORTHEAST CORNER OF TRACT 65, BLOCK 29, OF SAID PALM BEACH FARMS COMPANY PLAT NO. 3; THENCE S 00°00'27"E ALONG THE EAST LINE OF SAID BLOCK 29, A DISTANCE OF 785.11 FEET; THENCE S 89°59'33"W AND PERPENDICULAR TO THE PREVIOUS DESCRIBED COURSE, A DISTANCE OF 1019.74 FEET TO A POINT ON A CURVE AND THE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE 79.84 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 259.64 FEET, A CENTRAL ANGLE OF 17°37'10", A CHORD LENGTH OF 79.53 FEET AND A CHORD BEARING N 75°36'29"W TO A POINT OF REVERSE CURVATURE; THENCE 197.58 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 519.28 FEET, A CENTRAL ANGLE OF 21°48'02", A CHORD LENGTH OF 196.39 FEET, AND A CHORD BEARING N 77°41'56"W TO A POINT OF TANGENCY; THENCE N 88°35'57"W A DISTANCE OF 93.48 FEET; THENCE N 07°10'25"W A DISTANCE OF 145.95 FEET; THENCE S 88°35'57"E A DISTANCE OF 404.52 FEET; THENCE S 01°24'03"W A DISTANCE OF 170.03 FEET; THENCE N 88°35'57"W A DISTANCE OF 18.93 FEET; THENCE S 01°24'03"W A DISTANCE OF 29.31 FEET TO THE POINT OF BEGINNING.

and

A PARCEL OF LAND LYING IN BLOCK 29, "PALM BEACH FARMS COMPANY PLAT NO. 3", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2 AT PAGES 45 THROUGH 54 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE BEING THE NORTHEAST CORNER OF TRACT 65, BLOCK 29, OF SAID PALM BEACH FARMS COMPANY PLAT NO. 3; THENCE S 00°00'27"E ALONG THE EAST LINE OF SAID BLOCK 29, A DISTANCE OF 952.46 FEET; THENCE S 89°59'33"W AND PERPENDICULAR TO THE PREVIOUS DESCRIBED COURSE, A DISTANCE OF 1353.02 FEET TO THE POINT OF BEGINNING;

THENCE S 12°06'11"W A DISTANCE OF 106.50 FEET; THENCE N 48°26'20"W A DISTANCE OF 207.59 FEET; THENCE N 50°01'49"E A DISTANCE OF 82.77 FEET; THENCE N 07°10'25"W A DISTANCE OF 401.87 FEET; THENCE S 88°35'57"E A DISTANCE OF 103.66 FEET; THENCE S 07°10'25"E A DISTANCE OF 486.76 FEET TO THE POINT OF BEGINNING.

and

B3884 P1153



A PARCEL OF LAND LYING IN BLOCK 29, "PALM BEACH FARMS COMPANY PLAT NO. 3", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2 AT PAGES 45 THROUGH 54 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE BEING THE NORTHEAST CORNER OF TRACT 65, BLOCK 29, OF SAID PALM BEACH FARMS COMPANY PLAT NO. 3; THENCE S 00°00'27"E ALONG THE EAST LINE OF SAID BLOCK 29, A DISTANCE OF 1011.70 FEET; THENCE S 89°59'33"W AND PERPENDICULAR TO THE PREVIOUS DESCRIBED COURSE, A DISTANCE OF 1049.56 FEET TO THE POINT OF BEGINNING;

THENCE N 81°56'21"W A DISTANCE OF 73.11 FEET; THENCE N 78°02'21"W A DISTANCE OF 146.89 FEET; THENCE N 11°57'39"E A DISTANCE OF 245.71 FEET TO A POINT OF CURVATURE; THENCE 123.22 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 519.28 FEET, A CENTRAL ANGLE OF 13°35'46", A CHORD LENGTH OF 122.94 FEET, AND A CHORD BEARING S 73°35'48"E TO A POINT OF REVERSE CURVATURE; THENCE 79.84 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 269.84 FEET, A CENTRAL ANGLE OF 17°37'10", A CHORD LENGTH OF 79.53 FEET, AND A CHORD BEARING S 75°36'29"E; THENCE DEPARTING FROM SAID CURVE ON A NON-RADIAL LINE BEARING S 01°24'03"W A DISTANCE OF 30.69 FEET; THENCE S 88°35'57"E A DISTANCE OF 4.44 FEET; THENCE S 09°42'13"W A DISTANCE OF 198.64 FEET TO THE POINT OF BEGINNING.

and

A PARCEL OF LAND LYING IN BLOCK 29, "PALM BEACH FARMS COMPANY PLAT NO. 3", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2 AT PAGES 45 THROUGH 54 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE BEING THE NORTHEAST CORNER OF TRACT 65, BLOCK 29, OF SAID PALM BEACH FARMS COMPANY PLAT NO. 3; THENCE S 00°00'27"E ALONG THE EAST LINE OF SAID BLOCK 29, A DISTANCE OF 1118.55 FEET; THENCE S 89°59'33"W AND PERPENDICULAR TO THE PREVIOUS DESCRIBED COURSE, A DISTANCE OF 842.4 FEET TO THE POINT OF BEGINNING;

THENCE N 89°54'39"W A DISTANCE OF 242.57 FEET; THENCE N 78°02'21"W A DISTANCE OF 296.83 FEET; THENCE N 12°06'11"E A DISTANCE OF 106.50 FEET; THENCE S 78°02'21"E A DISTANCE OF 236.21 FEET; THENCE S 81°56'21"E A DISTANCE OF 73.11 FEET; THENCE S 89°54'39"E A DISTANCE OF 207.32 FEET; THENCE S 00°05'21"W A DISTANCE OF 196.50 FEET TO THE POINT OF BEGINNING.

and

A PARCEL OF LAND LYING IN BLOCK 29, "PALM BEACH FARMS COMPANY PLAT NO. 3", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2 AT PAGES 45 THROUGH 54 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE BEING THE NORTHEAST CORNER OF TRACT 65, BLOCK 29, OF SAID PALM BEACH FARMS COMPANY PLAT NO. 3; THENCE S 00°00'27"E ALONG THE EAST LINE OF SAID BLOCK 29, A DISTANCE OF 989.55 FEET; THENCE S 89°59'33"W AND PERPENDICULAR TO THE PREVIOUS DESCRIBED COURSE, A DISTANCE OF 574.55 FEET TO THE POINT OF BEGINNING;

THENCE S 83°51'12"W A DISTANCE OF 211.33 FEET; THENCE N 89°54'39"W A DISTANCE OF 264.89 FEET; THENCE N 09°42'13"E A DISTANCE OF 198.64 FEET; THENCE S 88°35'57"E A DISTANCE OF 418.83 FEET; THENCE S 07°57'06"E A DISTANCE OF 164.93 FEET TO THE POINT OF BEGINNING.

and

A PARCEL OF LAND LYING IN BLOCK 29, "PALM BEACH FARMS COMPANY PLAT NO. 3", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2 AT PAGES 45 THROUGH 54 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE BEING THE NORTHEAST CORNER OF TRACT 65, BLOCK 29, OF SAID PALM BEACH FARMS COMPANY PLAT NO. 3; THENCE S 00°00'27"E ALONG THE EAST LINE OF SAID BLOCK 29, A DISTANCE OF 997.40 FEET; THENCE S 89°59'33"W AND PERPENDICULAR TO THE PREVIOUS DESCRIBED COURSE, A DISTANCE OF 255.00 FEET TO THE POINT OF BEGINNING;

THENCE N 88°35'57"W A DISTANCE OF 319.65 FEET; THENCE N 07°57'06"W A DISTANCE OF 164.93 FEET; THENCE S 88°35'57"E A DISTANCE OF 342.45 FEET; THENCE S 00°00'27"E A DISTANCE OF 162.79 FEET TO THE POINT OF BEGINNING.

B3884 P.1154

A PARCEL OF LAND LYING IN BLOCK 29, "PALM BEACH FARMS COMPANY PLAT NO. 3", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2 AT PAGES 45 THROUGH 54 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE BEING THE NORTHEAST CORNER OF TRACT 65, BLOCK 29, OF SAID PALM BEACH FARMS COMPANY PLAT NO. 3; THENCE S 00°00'27"E ALONG THE EAST LINE OF SAID BLOCK 29, A DISTANCE OF 1097.40 FEET; THENCE S 89°59'33"W AND PERPENDICULAR TO THE PREVIOUS DESCRIBED COURSE, A DISTANCE OF 255.00 FEET TO THE POINT OF BEGINNING;

THENCE S 89°59'33"W A DISTANCE OF 270.35 FEET; THENCE N 06°20'23"W A DISTANCE OF 10.00 FEET; THENCE S 83°51'12"W A DISTANCE OF 291.07 FEET; THENCE N 89°54'39"W A DISTANCE OF 26.55 FEET; THENCE W 00°05'21"E A DISTANCE OF 106.50 FEET; THENCE S 89°54'39"E A DISTANCE OF 57.56 FEET; THENCE N 83°51'12"E A DISTANCE OF 211.33 FEET; THENCE S 88°35'57"E A DISTANCE OF 319.65 FEET; THENCE S 00°00'27"E A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

and

A PARCEL OF LAND LYING IN BLOCK 29, "PALM BEACH FARMS COMPANY PLAT NO. 3", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2 AT PAGES 45 THROUGH 54 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE BEING THE NORTHEAST CORNER OF TRACT 65, BLOCK 29, OF SAID PALM BEACH FARMS COMPANY PLAT NO. 3; THENCE S 00°00'27"E ALONG THE EAST LINE OF SAID BLOCK 29, A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING;

THENCE S 00°00'27"E A DISTANCE OF 470.01 FEET; THENCE S 89°59'33"W A DISTANCE OF 165.00 FEET; THENCE N 00°00'27"W A DISTANCE OF 105.83 FEET TO A POINT OF CURVATURE; THENCE 168.17 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 362.68 FEET, A CENTRAL ANGLE OF 26°34'02", A CHORD LENGTH OF 166.67 FEET, AND A CHORD BEARING N 13°17'28"W TO A POINT OF REVERSE CURVATURE; THENCE 82.39 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 179.10 FEET, A CENTRAL ANGLE OF 26°21'30", A CHORD LENGTH OF 81.67 FEET, AND A CHORD BEARING N 13°23'43"W TO A POINT OF TANGENCY; THENCE N 00°12'58"W A DISTANCE OF 122.51 FEET; THENCE N 89°59'19"E A DISTANCE OF 222.69 FEET TO THE POINT OF BEGINNING.

and

A PARCEL OF LAND LYING IN BLOCK 29, "PALM BEACH FARMS COMPANY PLAT NO. 3", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2 AT PAGES 45 THROUGH 54 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE BEING THE NORTHEAST CORNER OF TRACT 65, BLOCK 29, OF SAID PALM BEACH FARMS COMPANY PLAT NO. 3; THENCE S 00°00'27"E ALONG THE EAST LINE OF SAID BLOCK 29, A DISTANCE OF 632.01 FEET TO THE POINT OF BEGINNING;

THENCE S 00°00'27"E A DISTANCE OF 536.01 FEET; THENCE S 89°59'33"W A DISTANCE OF 165.00 FEET; THENCE N 00°00'27"W A DISTANCE OF 536.01 FEET; THENCE W 89°59'33"E A DISTANCE OF 165.00 FEET TO THE POINT OF BEGINNING.

B3884 P1155

ARTICLES OF INCORPORATION  
OF

LUCERNE LAKES GOLF COLONY COMMUNITY ASSOCIATION, INC.

FILED  
JUL 12 11 00 AM '82  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

A Florida corporation not for profit

The undersigned hereby associate themselves for the purpose of forming a corporation not for profit under the laws of the State of Florida pursuant to Chapter 617, Florida Statutes, and hereby adopt these Articles of Incorporation and certify as follows:

ARTICLE I

NAME

The name of this Corporation shall be: LUCERNE LAKES GOLF COLONY COMMUNITY ASSOCIATION, INC. For convenience, the Corporation shall herein be referred to as "Association."

ARTICLE II

DEFINITIONS

Terms used herein shall have the meanings ascribed to them in the Declaration referred to below, unless the context indicates otherwise.

ARTICLE III

PURPOSES

1. The Association is organized for the following purposes:

(a) To make available to all members certain Community Properties and to provide for maintenance of same and to provide for such other services as may be required by any governmental agency having jurisdiction of the areas located within the Project Area known generally as LUCERNE LAKES GOLF COLONY PROJECT ("Project"), as more particularly described in the Declaration

Exhibit "D" to Declaration  
of Covenants, Restrictions and Easements

B3884 P.1156

(as hereinafter defined) being developed in Palm Beach County, Florida and to bring about civil betterments and social improvements by providing for the preservation of the architecture and appearance of the Project.

(b) To exercise the powers and privileges and perform the duties and obligations of the "Association" declared or reserved in that certain Declaration of Covenants, Restrictions and Easements dated \_\_\_\_\_, 1982, all as amended from time to time ("Declaration") and recorded or to be recorded in the Public Records of Palm Beach County, Florida.

(c) To enforce through appropriate legal means the covenants, restrictions, reservations and servitudes, impressed upon the lands within the Project.

(d) To accept a conveyance of all or any portion of Community Properties as may at the election of the Declarant be conveyed and granted by the Declarant.

(e) To promote the common good, health, safety and general welfare of all of the residents within the Project.

(f) To enforce applicable provisions of the Declaration, and the By-Laws and Rules and Regulations of the Association; to fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to contract for and pay all expenses in connection with the maintenance, gardening, utilities, materials, supplies and services relating to the Community Properties; to employ personnel reasonably necessary for administration and control of the Community Properties and for architectural control of all of the Project; to hire professionals, including without limitation, lawyers and accountants where appropriate and to pay all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes and special assessments which are or would become a lien on any portion of the Community Properties.

B3884 P1157

The foregoing statement of purposes shall be construed as a statement both of purposes and of some of the powers; and purposes and powers in each clause shall not be limited or restricted by reference or inference from the terms or provisions of any other clause, but shall be boardly construed as independent purposes and powers.

#### ARTICLE IV

##### POWERS

The powers of the Association shall include, without limitation (in addition to powers set forth in Article III hereof), and be governed by the following provisions:

1. 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.

2. The Association shall have all of the powers and duties expressly conferred upon it as set forth in the Declaration and all of the powers and duties reasonably necessary to fulfill the obligations and perform the services as set forth in the Declaration.

3. All funds and title to all properties acquired by the Association and the proceeds thereof shall be held in trust for the members in accordance with the provisions of these Articles of Incorporation and the By-Laws of the Association ("By-Laws").

4. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the By-Laws.

The foregoing powers shall, except where otherwise expressed, be in no way limited or restricted by reference to, or inference from the terms of any other clause of this or any other article of these Articles of Incorporation, and shall be construed as purposes as well as powers, and shall include those powers set forth in Article III hereof, notwithstanding the

B3884 P1158

expressed enumerations of purposes and additional powers elsewhere in these Articles.

#### ARTICLE V

##### MEMBERS

1. The members of the Association shall consist of the record owners of Units and the Declarant as provided in the Declaration.

2. Change of membership in the Association shall be established by the recording in the Public Records of Palm Beach County, Florida, of a deed or other instrument conveying title to a Unit and shall be evidenced by delivery to the Association of a copy of such recorded instrument. The membership of the prior Owner shall be terminated upon such evidence being delivered to the Association and shall be effective as of the date of execution of such deed or other instrument.

3. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except upon transfer of his Unit.

#### ARTICLE VI

##### EXISTENCE

The Association shall have perpetual existence.

#### ARTICLE VII

##### DIRECTORS

1. The affairs of the Association will be managed by a Board of Directors consisting of the number of directors as shall be determined by the By-Laws, but said number shall not be less than three (3) directors nor more than nine (9) directors, and in the absence of such determination shall consist of five (5) directors.

2. Directors of the Association shall be elected at the annual meeting of the Members in the manner determined by the

B3884 P1159

By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

3. Notwithstanding any other provisions contained in the By-Laws, so long as there shall be a Class B Member (as provided in the Declaration and By-Laws), said Member shall have exclusive power to select the Directors, which Directors shall exercise all the powers of the Association.

The Class B Member shall have the right to terminate its control of the Association at any time. The Directors herein named shall serve until termination of the Class B Membership, resignation of the Class B Member, or removal and replacement of such Director(s) by the Class B Member. Any vacancies remaining unfilled for a period of one month after notice to the Class B Member shall be selected by the remaining Directors.

The names and addresses of the Members of the First Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

<u>Names</u>	<u>Addresses</u>
Carl Palmisciano	2514 Hollywood Boulevard Hollywood, Florida 33020
Steven I. Engel	2514 Hollywood Boulevard Hollywood, Florida 33020
Luis Clark	2514 Hollywood Boulevard Hollywood, Florida 33020

#### ARTICLE VIII

##### OFFICERS

The Association shall have a President, Vice President, a Secretary and a Treasurer together with such other Officers as the Board of Directors may from time to time elect. Officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the Members of the Association, which Officers shall serve at the pleasure of the Board of Directors. The names and addresses of the Officers who shall serve until their successors are designated by the Board of Directors are as follows:

B3884 P1160

Names  
Carl Palmisciano  
Steven I. Engel  
Luis Clark

Office  
President  
Vice President  
Secretary/Treasurer

ARTICLE IX  
INDEMNIFICATION

Every Director and every Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees (at trial and all appellate levels) reasonably incurred by or imposed upon him in connection with any proceedings to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or Officer of the Association or any settlement thereof, whether or not he is a Director or Officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, provided, that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

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.

B3884 P1161



ARTICLE X

BY-LAWS

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

ARTICLE XI

AMENDMENTS

Amendments to these Articles of Incorporation may be proposed by the Board of Directors or a majority of the voting members, and shall be adopted in the same manner as is provided for the amendment of the By-Laws, as set forth in Article IX above.

Notwithstanding any of the foregoing provisions of this Article X to the contrary, no amendment which shall abridge, amend or alter the rights of the Declarant may be adopted or become effective without the prior written consent of the Declarant.

ARTICLE XII

SUBSCRIBERS

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

<u>Names</u>	<u>Addresses</u>
Carl Palmisciano	2514 Hollywood Boulevard Hollywood, Florida 33020
Steven I. Engel	2514 Hollywood Boulevard Hollywood, Florida 33020
Luis Clark	2514 Hollywood Boulevard Hollywood, Florida 33020

ARTICLE XIII

TITLES

The titles to the Articles contained herein are for convenience purposes only and shall not be considered in the interpretation or the meaning of the provisions of these Articles of Incorporation.

B3884 P1162

IN WITNESS WHEREOF, the Subscribers have hereto affixed their signatures this 28th day of June 1982.

*Luis P. Pavesi*  
*James Pavesi*  
Subscribers

*Carl Palmisciano* (SEAL)  
*Steven M. Engel* (SEAL)  
*Luis Clark* (SEAL)

STATE OF FLORIDA )  
COUNTY OF St. Johns )

BEFORE ME, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared Carl Palmisciano, Steven M. Engel and Luis Clark, to me known to be the persons described as Subscribers in and who executed the foregoing Articles of Incorporation and they acknowledge before me that they executed and subscribed to these Articles of Incorporation.

WITNESS my hand and official seal in the County and State named above this 28th day of June, 1982.

*Luis Pavesi*  
Notary Public, State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES APR 14 1984  
LICENSED THRU GENERAL INS. UNDERWRITERS

B3884 P.1163

FILED

CERTIFICATE DESIGNATING PLACE OF BUSINESS

JUL 12 11 00 AM '82

OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

THIS STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted, in compliance with said Act:

First--That LUCERNE LAKES GOLF COLONY COMMUNITY ASSOCIATION, INC., desiring to organize under the laws of the State of Florida, with its principal office, as indicated in the Articles of Incorporation, at City of Hollywood, County of Broward, State of Florida, has named Steven I. Engel as its agent to accept service of process within the State of Florida.

Car Adams  
Subscriber

DATED June 28, 1982

ACKNOWLEDGMENT: (MUST BE SIGNED BY DESIGNATED AGENT)

Having been named to accept service of process for the above-stated Corporation, at the place designated in this Certificate, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

By Steven I. Engel  
Steven I. Engel  
Resident Agent  
Registered Office-2514 Hollywood  
Boulevard, Hollywood, Fla. 33020  
DATED June 28, 1982

B3884 P.1164

BY-LAWS

OF

LUCERNE LAKES GOLF COLONY COMMUNITY ASSOCIATION, INC.

A FLORIDA CORPORATION NOT FOR PROFIT

ARTICLE I

GENERAL PLAN

Section 1. Name. The name of the Corporation is LUCERNE LAKES GOLF COLONY COMMUNITY ASSOCIATION, INC., hereinafter referred to as the "Association."

Section 2. By-Laws Applicability. The provisions of these By-Laws are applicable to the residential development known as Lucerne Lakes Golf Colony ("Project"), located in Palm Beach, County, Florida, and described as the "Project" in these By-Laws and in the Declaration of Covenants, Restrictions and Easements ("Declaration") to which these By-Laws are attached.

Section 3. Personal Application. All present and future Owners and their tenants, future tenants, guests and invitees that might use the facilities of the Project in any manner, are subject to the regulations set forth in these By-Laws and in the Declaration.

The mere acquisition, rental or occupancy of any Unit in the Project signify that these By-Laws are accepted, ratified, and will be complied with.

Terms used herein shall have the meanings ascribed to them in the Declaration, unless the context indicates otherwise.

ARTICLE II

MEMBERSHIP, VOTING RIGHTS, QUORUM, PROXIES

Section 1. Membership in the Association Shall be Limited to Owners. Transfer of Unit ownership, either voluntary or by operation of law, shall terminate membership in the Association, and said membership is to become vested in the transferee as provided in the Declaration.

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

Class A. Class A Members shall originally be all Owners with the exception of Declarant for so long as there exists a Class B Membership. Class A Members shall be entitled to one (1) vote for each Unit which is subject to assessment, as further provided in the Declaration. Declarant shall become a Class A Member with regard to Units owned by Declarant upon conversion of Declarant's Class B Membership as provided below.

Class B. Class B Member shall be Declarant. The Class B Member shall be entitled to six (6) votes for each Unit owned by Declarant which is subject to assessment, plus six (6) votes for each unbuilt but planned Unit (i.e., the difference between the 448 Units presently planned for the Project less the number of constructed Units in respect of which there has been issued a Certificate of Occupancy or other official authorization permitting occupancy); provided

B3884 P1165

that the Class B Membership shall cease and be converted to Class A Membership upon the first to occur of either of the following events:

- (1) Thirty (30) days after Declarant elects to terminate Class B Membership; or
- (2) On December 31, 1989.

A majority of the members' votes present in person or by proxy at a duly constituted meeting shall decide any question unless the Declaration, By-Laws or Articles provide otherwise, in which event the voting percentage required in the said Declaration, By-Laws or Articles shall control.

Section 3. Quorum. Unless otherwise provided in these By-Laws, the presence in person or by proxy of a majority of the Members' total votes shall constitute a quorum. If, however, such Quorum shall not be present, the President or in his absence, the Vice President; or in his absence, any other appropriate officer or director may adjourn the meeting to a time within fifteen (15) days thereof at the place to be announced at the meeting by the person adjourning same and a notice of such new meeting ("New Meeting") to be posted upon the Common Properties at least forty-eight (48) hours in advance of the meeting. The meeting shall continue to be adjourned in this manner until a quorum shall be present. Notwithstanding anything contained herein to the contrary, at such New Meeting(s) (if additional meetings are necessary in order to obtain the reduced quorum as hereinafter provided), the presence in person or representation by written proxy of the Members holding at least one-third (1/3) of the Members' total votes shall be requisite to and shall constitute a quorum at such New Meeting(s); it being intended that in the event a majority quorum is not obtained at any meeting of the Members, that the quorum requirement be reduced for the purposes of the New Meeting(s). At such New Meeting(s), if necessary, at which a quorum (at least one-third (1/3) of the Members' total votes present in person or represented by proxy) exists, any business may be transacted which might have been transacted at the meeting originally called.

Section 4. Proxies. Votes may be cast in person or by proxy. All proxies shall be in writing and signed by the person entitled to vote (as set forth below in Section 5) and shall be filed with the Secretary prior to the meeting in which they are to be used and shall be valid only for the particular meeting designated therein and any lawfully adjourned meeting thereof. Where a Unit is owned jointly by a husband and wife, and if they have not designated one of them as a voting member, a proxy must be signed by both husband and wife where a third person is designated. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which the proxy was given.

Section 5. Vote Distribution. All Class A Members shall be entitled to one (1) vote for each Unit in which they hold the interest required for membership. When more than one person holds such interest or interests in any Unit ("co-owner"), all such co-owners shall be members and may attend any meetings of the Association, but only one such co-owner shall be entitled to exercise the vote to which the Unit is entitled. Such co-owners may from time to time designate in writing one of their number to vote. Fractional votes shall not be allowed, and the vote for each Unit shall be exercised, if at all, as a Unit. Where no voting co-owner is designated or if such designation had been

B3884 P.1166

revoked, the vote for such Unit shall be exercised as the majority of the co-owners of the Unit mutually agree. Unless the Board receives a written objection from a co-owner, it shall be presumed that the corresponding voting co-owner is acting with the consent of his or her co-owners. No vote shall be cast for any Unit where the majority of the co-owners cannot agree to said vote or other action. The non-voting co-owner or co-owners shall be jointly and severally responsible for all of the obligations imposed upon the jointly-owned Unit and shall be entitled to all other benefits of ownership. All agreements and determinations lawfully made by the Association in accordance with the voting percentages established herein, or in the By-Laws of the Association, shall be deemed to be binding on all Owners, their successors and assigns. Said voting rights shall be subject to the restrictions and limitations provided in this Declaration and in the Articles and these By-Laws. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a Certificate signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association.

### ARTICLE III

#### MEETING OF THE MEMBERSHIP

Section 1. Place. All meetings of the Membership shall be held at such place and at such time as shall be designated by the Board and stated in the notice of the meeting.

Section 2. Notices. It shall be the duty of the Secretary to mail or deliver a notice of each annual or special meeting, stating the time and place thereof to each Owner appearing upon the records of the Association at least ten (10) but not more than sixty (60) days prior to such meeting. Notice of any annual or special meeting shall state the purpose thereof and said meeting shall be confined to the matters stated in said notice. All notices shall be mailed to or served at the address of the Owner as it appears on the books of the Association.

Section 3. Annual Meeting. The Annual Meeting for the purpose of electing Directors and transacting any other business authorized to be transacted by the Members shall be held once in each calendar year at such time and on such date in each calendar year as the Board of Directors shall determine. At the annual meeting the Members shall elect by plurality vote (cumulative voting prohibited), a Board and shall transact such other business as may properly be brought before the meeting.

Section 4. Special Meeting. Special meetings of the Members for any purpose or purposes, unless otherwise prescribed by Statute, may be called by the President, and shall be called by the President or Secretary at the request in writing of a majority of the Board, or at the request in writing of voting Members representing twenty-five (25%) percent of the Members' total votes, which request shall state the purpose or purposes of the proposed meeting. Business transacted at all special meetings shall be confined to the matters stated in the notice thereof.

Section 5. Waiver and Consent. Whenever the vote of members at a meeting is required or permitted by any provision of these By-Laws to be taken in connection with any action of the Association, the meeting and vote of members may be dispensed with if Members holding not less than three-fourths (3/4ths) of the voting power of the Association shall consent in writing to

B3884 P1167

such action being taken; however, notice of such action shall be given to all Members unless all Members approve such action.

Section 6. Adjourned Meeting. If any meeting of Members cannot be organized because a quorum of voting Members is not present, either in person or by proxy, the meeting may be adjourned from time to time until a quorum is present.

#### ARTICLE IV

##### DIRECTORS

Section 1. Number, Term and Qualifications. The affairs of the Association shall be governed by a Board composed of not less than five (5) nor more than nine (9) persons, as is determined from time to time by the Members. All Officers of a Corporate Owner shall be deemed to be Members so as to qualify as a Director herein. As long as there is a Class B Member, said Member shall have the exclusive right and power to designate and select all Directors who shall serve until termination of the Class B Membership, resignation of the Class B Member, or removal and replacement of the Director. The term of each Director's service elected by the Membership (and not designated by the Class B Member) shall extend until the next Annual Meeting of the Members, and thereafter, until his successor is duly elected and qualified, or until he is removed in the manner provided in Section 3 below. All Directors shall be Members; provided, however, that all Director(s) that the Class B Member is entitled to elect or designate need not be Members. Notwithstanding the provisions of the first sentence in this Section, the Class B Member shall be entitled to determine from time to time the number of the Directors that will govern the affairs of the Association until such time as the Class B Member is no longer entitled to elect or designate Directors or a Director.

##### Section 2. First Board of Directors.

(a) The first Board of Directors who shall hold office and serve until their successors have been designated or elected and qualified, shall consist of the following:

Carl Palmisciano  
Steven I. Engel  
Luis Clark

(b) The organizational meeting of a newly elected Board shall be held within ten (10) days of their election, at such place and time as shall be fixed by the Chairman of the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary, provided a quorum shall be present.

Section 3. Removal of Directors. Any one or more of the Directors may be recalled and removed from office, with or without cause, by the affirmative vote (or agreement in writing) of the voting Members holding a majority of the voting power of the Association, and a successor may then and there be elected to fill the vacancy thus created. Should the membership fail to elect said successor, the Board may fill the vacancy in the manner provided in Section 4 below. A special meeting of the members to recall a Director or Directors may be called by twenty-five (25%) percent of the Members giving notice of the meeting as required for a special meeting of members and the notice shall state the purpose of the meeting. Notwithstanding any of the foregoing to the contrary, any Director designated by the Class B Member may only be removed with or without cause by

B3884 P1168

the Class B Member and such vacancy shall be filled by the designation of a successor Director by the Class B Member.

Section 4. Vacancies on Directorate. If the office of any Director or Directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Directors, though less than a quorum, shall choose a successor or successors who shall hold office for the balance of the unexpired term in respect to which such vacancy occurred. The election held for the purpose of filling said vacancy may be held at any regular or special meeting of the Board.

Section 5. Disqualification and Resignation of Directors. Any Director may resign at any time by sending a written notice of such resignation to the office of the Association, delivered to the Secretary. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the Secretary. Commencing with the organizational meeting of a Board newly elected by the Membership (and not designated by the Class B Member) following an annual meeting of the Members, more than three (3) consecutive absences from regular meetings of the Board, shall automatically constitute a resignation effective when such resignation is accepted by the Board. The transfer of title of all Unit(s) owned by a Director elected by the Members (and not designated by the Class B Member) shall automatically constitute a resignation, effective when such resignation is accepted by the Board. No Member shall continue to serve on the Board should he be more than thirty (30) days delinquent in the payment of an assessment, and said delinquency shall automatically constitute a resignation, effective when such resignation is accepted by the Board. Except for Directors designated by or elected by the Class B Members, all Directors must reside in the Project at least nine (9) months a year.

Section 6. Regular Meetings. The Board may (but shall not be obligated to) establish a schedule of regular meetings to be held at such time and place as the Board may designate. Notice of such regular meetings shall, nevertheless, be given to each Director personally or by mail, telephone or telegraph at least five (5) days prior to the day named for the meeting.

Section 7. Special Meetings. Special meetings of the Board may be called by the President and, in his absence, by the Vice-President or by a majority of the members of the Board by giving five (5) days' notice in writing to all of the members of the Board of the time and place of said meeting except in an emergency. All notices of special meetings shall state the purpose of the meeting.

Section 8. Directors' Waiver of Notice. Before, at, or after any meeting of the Board of Directors, any Director may waive notice of such meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 9. Quorum. At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at such meetings at which a quorum is present shall be the acts of the Board. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority

B3884 P.1169



of those present may adjourn the meeting from time to time. At each such adjourned meeting, any business which might have been transacted at the meeting, as originally called, may be transacted without further notice.

Section 10. Powers and Duties. The Board shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by the Declaration, the Articles, or these By-Laws, directed to be exercised and done by Owners. These powers shall specifically include, but shall not be limited to, the following:

(a) To select, appoint, and remove all officers, agents and employees of the Association, to prescribe such powers and duties for them as may be consistent with law, with the Articles, the Declaration and these By-Laws; to fix their compensation and to require from them security for faithful service when deemed admissible by the Board.

(b) To conduct, manage and control the affairs and business of the Association, and to make and enforce such rules and regulations which are consistent with law, the Articles, the Declaration and these By-Laws.

(c) To change the principal business office of the Association from one location to another within Palm Beach County; to designate any place within said County for holding any annual or special meeting or meetings of Members consistent with the provisions of Article III, Section 1 hereof; and to adopt and use a corporate seal and to alter the form of such seal from time to time, as the Board, in its sole judgment, may deem best, provided that such seal shall at all times comply with the provisions of law.

(d) To borrow money and to incur indebtedness for the purposes of the Association, and to cause to be executed and delivered therefor, in the Association's name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or other evidences of debt and securities therefor.

(e) To fix and levy from time to time Common Assessments, Special Assessments, and Reconstruction Assessments upon the Owners, as provided in the Declaration; to fix and levy from time to time in any fiscal year Capital Improvement Assessments applicable to that year only for capital improvements; to determine and fix the due date for the payment of such assessments, and the date upon which the same shall become delinquent; provided however, that such assessments shall be fixed and levied only to provide for the payment of the expenses of the Association and of taxes and assessments upon real or personal property owned, leased, controlled or occupied by the Association, or for the payment of expenses for labor rendered or materials or supplies used and consumed, or equipment and appliances furnished for the maintenance, improvement or development of such property or for the payment of any and all obligations in relation thereto, or in performing or causing to be performed any of the purposes of the Association for the general benefit and welfare of its Members, in accordance with the provisions of the Declaration. The Board is hereby authorized to incur any and all such expenditures for any of the foregoing purposes and to provide, or cause to be

B3884 P.1170

provided, adequate reserves for replacements as it shall deem to be necessary or advisable in the interest of the Association or welfare of its Members. The funds collected by the Board from the Owners, attributable for replacement reserves, for maintenance, recurring less frequently than annually, and for capital improvements, shall not be commingled with other assessments collected from the Owners. Disbursements from such trust reserve fund shall be made only in accordance with the provisions of the Declaration. Such Common Assessments, Reconstruction Assessments, Special Assessments and Capital Improvement Assessments shall be fixed in accordance with the provisions of the Declaration. Should any Owner fail to pay such Assessments before delinquency, the Board in its discretion is authorized to enforce the payment of such delinquent assessments as provided in the Declaration.

(f) To enforce the provisions of the Declaration covering the Properties, these By-Laws or other agreements of the Association.

(g) To contract for and pay fire, casualty, errors and omissions, blanket liability, malicious mischief, vandalism, liquor liability and other insurance, insuring the Owners, the Association, the Board of Directors and other interested parties, in accordance with the provisions of the Declaration, covering and protecting against such damages or injuries as the Board deems advisable, which may include without limitation, medical expenses or persons injured on the Common Properties and to bond the agents and employees of any management body, if deemed advisable by the Board. The Board shall review, not less frequently than annually, all insurance policies and bonds obtained by the Board on behalf of the Association.

(h) To contract for and pay maintenance, gardening utilities, materials and supplies, and services relating to the Common Properties and to employ personnel necessary for the operation of the Common Properties, including legal and accounting services, and to contract for and pay for improvements to Common Properties.

(i) To contract for the management of the Common Properties and to delegate to such contractor such powers and duties of the Board as the Board may deem appropriate in the circumstances, except those which may be required by the Declaration and these By-Laws to have approval of the Board or of the Owners; to contract for the management or operation of portions of the Common Properties susceptible to separate concessions for the purpose of providing services to the Owners. The Board shall not interfere with the management obligations imposed upon any Management Company unless the Company providing management fails to properly fulfill and carry out its obligations in a manner that serves the best interests of the Owners.

(j) To delegate its powers according to law and to adopt these By-Laws.

(k) To grant easements where necessary for utilities and sewer facilities over the Common Properties to serve the Project.

(l) To adopt such Rules and Regulations as the Board may deem necessary for the management of the Common Properties, which Rules and Regulations shall become effective and binding after (1) they are adopted by a majority

B3884 P1171

of the Board at a meeting called for that purpose, or by the written consent of such number of directors attached to a copy of the Rules and Regulations of the Association, and (2) they are posted in a conspicuous place in the Common Properties. Such Rules and Regulations may concern, without limitation, use of the Common Properties; signs, parking restrictions, minimum standards of property maintenance consistent with the Declaration and the procedures of the Architectural Committee; and any other matter within the jurisdiction of the Association as provided in the Declaration, provided, however, that such Rules and Regulations shall be enforceable only to the extent that they are consistent with the Declaration, the Articles and these By-Laws.

(m) To review all complaints, grievances or claims of violations of the Declaration, Exhibits thereto, and rules and regulations promulgated by the Board, and to assess fines and establish a uniform procedure for determining whether such violations occurred and whether fines should be assessed. Such procedure may be set forth in the rules and regulations promulgated by the Board of Directors and as set forth in Article VII hereof.

(n) To select a managing agent to manage the Common Properties and perform such duties and services as the Board shall authorize.

(o) To exercise all powers specifically set forth in the Declaration, the Articles, in these By-Laws, and all powers incidental thereto.

#### ARTICLE V

#### OFFICERS

Section 1. Elective Officers. The principal officers of the Association shall be a President, a Vice-President, a Secretary and a Treasurer, all of whom shall be elected by the Board. One person may not hold more than one of the aforementioned offices, except one person may be both Secretary and Treasurer. The President and Vice-President shall be members of the Board. The Board may elect Assistant Secretaries and Assistant Treasurers and such other Officers as the Board deems necessary.

Section 2. Election. The Officers of the Association designated in Section 1 above shall be elected annually by the Board at the organizational meeting of each new Board.

Section 3. Term. The Officers of the Association shall hold office until their successors are chosen and qualify in their stead. Any Officer elected or appointed by the Board may be removed at any time, with or without cause, by the Board provided, however, that no Officer shall be removed except by the affirmative vote for removal by a majority of the whole Board (e.g., if the Board of Directors is composed of five persons, then three of said Directors must vote for removal). If the office of any Officer becomes vacant for any reason, the vacancy shall be filled by the Board.

Section 4. The President. He shall be the chief executive officer of the Association; he shall preside at all meetings of the Members and of the Board. He shall have executive powers and general supervision over the affairs of the Association and other officers. He shall sign all written contracts to perform all of the duties incident to his office and which may be delegated to him from time to time by the Board.

B3884 P1172

Section 5. The Vice-President. He shall perform all of the duties of the President in his absence and such other duties as may be required of him from time to time by the Board.

Section 6. The Secretary. He shall issue notices of all Board meetings and all meetings of Members; he shall attend and keep the Minutes of same; he shall have charge of all of the Association's books, records and papers, except those kept by the Treasurer. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

Section 7. The Treasurer.

(a) He shall have custody of the Association's funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association and shall deposit all monies and other valuable effects in the name of and to the credit of the Association in such depositories as may be designated from time to time by the Board.

(b) He shall disburse the funds of the Association as may be ordered by the Board in accordance with these By-Laws, making proper vouchers for such disbursements, and shall render to the President and Board at the regular meetings of the Board, or whenever they may require it, an account of all of his transactions as the Treasurer and of the financial condition of the Association.

(c) He shall collect the assessments and shall promptly report the status of collections and of all delinquencies to the Board.

(d) He shall give status reports to potential transferees on which reports the transferees may rely.

(e) The Assistant Treasurer shall perform the duties of the Treasurer when the Treasurer is absent.

(f) Notwithstanding any of the foregoing, the collection of assessments and keeping of certain financial records may be delegated to a management company.

ARTICLE VI

FINANCES AND ASSESSMENTS

Section 1. Depositories. The funds of the Association shall be deposited in such banks and depositories as may be determined by the Board from time to time upon resolutions approved by the Board, and shall be withdrawn only upon checks and demands for money signed by such officer or officers of the Association as may be designated by the Board. Obligations of the Association shall be signed by at least two (2) officers of the Association.

Section 2. Fidelity Bonds. The Treasurer and all Officers who are authorized to sign checks, and all Officers and employees of the Association, and any contractor handling or responsible for Association funds, shall be bonded in such amount as may be determined by the Board. The premiums on such Bonds shall be paid by the Association. The Bond shall be in an amount at least equal the monies an individual handles or has control of via a signatory or a bank account or other depository account.

Section 3. Calendar Year. The fiscal year of the Association shall be on a calendar year basis. The Board is

B3884 P1173

authorized to change to a fiscal year in accordance with the provisions and regulations from time to time prescribed by the Internal Revenue Code of the United States of America at such time as the Board deems it advisable. Notwithstanding the foregoing, the Board may not change to a fiscal year for the Association, as hereinbefore provided, without the approval of the Class B Member.

## ARTICLE VII

### COMPLIANCE AND DEFAULT

Section 1. Violations. In the event of a violation (other than the non-payment of an Assessment) by the any Owner, his Tenant, or their respective families, guests, invitees, agents, or employees in any of the provisions of the Declaration, the Articles or these By-Laws, the Board, in addition to any other remedies that may be available, shall at its option, have the following elections with respect to any such violation(s):

- (a) An action to recover damages on behalf of the Association or on behalf of the other Owners; or
- (b) An action to enforce performance on the part of the Owner; or person creating or causing such violation or noncompliance; or
- (c) An action for such equitable relief as may be desired or necessary under the circumstances, including injunctive relief; or
- (d) A fine or penalty as set forth in Section 2 of this Article VII.

Any Owner liable for such violation or noncompliance shall reimburse the Association for reasonable attorney's fees (including trial and all appellate levels) incurred by it in bringing such action. Any violations which are deemed by the Board to be a hazard to public health may be corrected immediately as an emergency matter by the Association and the cost thereof shall be charged to the Owner as a specific item, which shall be a lien against said Unit with the same force and effect as if the charge were a part of the common expenses.

Section 2. Fines or Penalties. In addition to all other remedies that may be otherwise available to the Association, in the sole discretion of the Board, a fine or fines may be imposed upon a Unit Owner for failure of an Owner, his family, guests, invitees, agents, employees, tenants (or their family, guests, invitees, agents or employees) or any occupant of a Unit or to comply with (or any of such person or persons has violated) any covenant, restriction, rule or regulation, or other matter contained in the Declaration, in the Articles, these By-Laws, or the Rules and Regulations promulgated by the Board, as any of the same are now constituted or as they may be amended from time to time, provided the following procedures are followed:

- (a) Notice: The Association shall notify the Unit Owner of the infraction or infractions. Included in the notice shall be a date the Unit Owner shall be permitted an opportunity to present reasons why the penalty or penalties should not be imposed. The Notice shall be deemed given when mailed or hand delivered to the Unit owned by such Owner or mailed to such other address as requested by such Owner in writing.

B3884 P. 174

(b) Hearing: Noncompliance shall be presented to the Board after which the Owner may make a presentation as to why the penalty or penalties should not be imposed. Any interested Owner shall be permitted to address the Board with respect to such matter.

(c) Penalties: The Board may, in its sole discretion, impose fines as follows (which shall be considered Assessments solely against such Owner and his Unit), if it determines that the alleged noncompliance or violation has occurred:

(1) First Noncompliance or Violation: A fine not in excess of \$50.00.

(2) Second Noncompliance or Violation: A fine not in excess of \$150.00.

(3) Third and Subsequent Noncompliance or Violation(s) which are of a Continuing Nature: A fine not in excess of \$500.00 (or a fine not in excess of \$500.00 per month, in the event of noncompliance or violation which is of a continuing nature).

(d) Payment of Penalties: Fines shall be paid not later than thirty (30) days after the imposition or assessment of the penalty.

(e) Collection of Fines: Fines shall be treated as an Assessment subject to the provisions for collection of Assessments.

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

Section 3. Negligence or Carelessness of Owner, Etc.

All Owners shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of any unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance company of rights of subrogation. The expense for any maintenance, repair or replacement required, as provided in this Section, shall be charged to said Owner as a specific item, which shall be a lien against said Unit with the same force and effect as if the charge were a part of the assessments.

Section 4. Costs and Attorney's Fees. In any proceeding arising because of an alleged default by an Owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees, including costs and reasonable attorney's fees on appeal (as well as trial), as may be determined by the Court.

Section 5. No Waiver of Rights. The failure of the Association or of an Owner to enforce any right, provision, covenant or condition which may be granted by the Declaration, Articles, these By-Laws or Rules and Regulations, shall not constitute a waiver of the right of the Association or Owner to enforce such right, provision, covenant or condition in the future.

B3884 P.1175

Section 6. Election of Remedies. All rights, remedies and privileges granted to the Association shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available.

#### ARTICLE VIII

##### AMENDMENTS TO BY-LAWS

These By-Laws and the Declaration may be amended by the Association in a duly constituted meeting of the Members for such purpose. No amendment (except as may be otherwise provided) to these By-Laws shall take effect unless approved by the Class B Member (so long as Class B Membership exists) and at least a majority of a quorum of Class A Members present, in person or by proxy, at a duly constituted regular or special meeting of the Members. No amendment may be adopted which adversely affects the rights of a holder of an institutional First Mortgage of record made in good faith and for value on a Unit without the prior written consent of such Mortgagee, and this sentence may not be amended without such prior written approval. The term "institutional First Mortgage" as used herein shall mean a Mortgagee which is a bank or savings and loan association or established mortgage company, or other entity chartered under federal or state agency.

#### ARTICLE IX

##### CONFLICTING PROVISIONS

In case any of these By-Laws conflict with any provisions of the laws of the State of Florida, such conflicting By-Laws shall be null and void upon final court determination to such effect, but all other By-Laws shall remain in full force and effect. In case of any conflict between the Articles and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these ByLaws, the Declaration shall control.

#### ARTICLE X

##### INDEMNIFICATION

The Association shall indemnify every Director and every Officer, his heirs, executors and administrators, against all loss, cost and expense reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Director or Officer of the Association, including reasonable counsel fees to be approved by the Association, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding, to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

#### ARTICLE XI

##### LIABILITY SURVIVES TERMINATION OF MEMBERSHIP

The termination of membership in the Association shall not relieve or release any such former Owner or Member from any liability or obligations incurred under or in any way connected with the Association during the period of such ownership and membership, or impair any rights or remedies which the Association

B3884 P.1176

may have against such former Owner and Member arising out of or in any way connected with such ownership and membership, and the covenants and obligations incident thereto.

## ARTICLE XII

### LIMITATION OF LIABILITY

Notwithstanding the duty of the Association to maintain and repair parts of the Common Properties, the Association shall not be liable for injury or damage caused by a latent condition in the property nor for injury or damage caused by the elements or by Owners or persons.

## ARTICLE XIII

### PARLIAMENTARY RULES

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

## ARTICLE XIV

### LIENS

Section 1. Protection of Property. All liens against a Unit, other than for permitted mortgages, taxes or special assessments, shall be satisfied or otherwise removed within thirty (30) days of the date the lien attaches. All taxes and special assessments upon a Unit shall be paid before becoming delinquent or by law, whichever is sooner.

Section 2. Notice of Lien. An Owner shall give notice to the Association of every lien upon his Unit, other than for permitted mortgages, taxes and special assessments within five (5) days after the attaching of the lien.

Section 3. Notice of Suit. Owners shall give notice to the Association of every suit or other proceeding which will or may affect title to his Unit or any part of the Project, such notice to be given within five (5) days after the Owner receives notice thereof.

Section 4. Failure to comply with this Article concerning liens will not affect the validity of any judicial sale.

Section 5. Permitted Mortgage Register. The Association may maintain a register of all permitted mortgages, and at the request of a mortgagee, the Association shall forward copies of all notices for unpaid assessments or violations served upon a Owner to said mortgagee. If a register is maintained, the Association may make such charge as it deems appropriate against the applicable Unit for supplying the information provided herein.

## ARTICLE XV

### RULES AND REGULATIONS

Section 1. The Board may from time to time adopt or amend previously adopted administrative Rules and Regulations governing the details of the operation, use, maintenance, management and control of the Common Properties or other portions of the Projects and any facilities or services the Association makes available to the Owners. A copy of the Rules and Regulations adopted from time to time as herein provided shall, from time to

B3884 P1177



time, be posted in a conspicuous place and/or copies of same shall be made available for review and inspection by each Owner.

Section 2. Conflict. In the event of any conflict between the Rules and Regulations adopted, or from time to time amended, and the Declaration, Articles or By-Laws, the Declaration, Articles or By-Laws, as the case may be, shall prevail.

ARTICLE XVI

PROVISO

The invalidity or unenforceability of any provision or portion of the Declaration, Articles, these By-Laws or Rules and Regulations shall not affect the remainder thereof and the remainder of said Documents shall be deemed valid. Wherever the masculine form of pronoun is used it shall be deemed to mean the masculine, feminine or neuter, and the singular shall include the plural and vice versa where the content so requires.

APPROVED AND DECLARED as the By-Laws of the Association named below.

DATED this 7th day of February, 1983.

LUCERNE LAKES GOLF COLONY  
COMMUNITY ASSOCIATION, INC.

BY: [Signature]  
Carl Palmisciano, President

(SEAL)

ATTEST: [Signature]  
Luis Clark, Secretary

STATE OF FLORIDA )  
                          )SS  
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 7th day of February, 1983 by Carl Palmisciano and Luis Clark as President and Secretary, respectively, of Lucerne Lakes Golf Colony Community Association, Inc., a Florida corporation.

My Commission Expires:

[Signature]  
Notary Public, State of Florida

Notary Public, State of Florida  
My Commission Expires Nov. 11, 1984  
Bonded Three Thousand Dollars

B3884 P1178

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