

LUCERNE LAKES MASTER DECLARATION OF
COVENANTS AND RESTRICTIONS

WHEREAS, there exists in Palm Beach County, Florida that certain planned urban development known as Lucerne Lakes, more particularly described in Exhibit "A" attached hereto, (hereinafter called "Lucerne Lakes");

WHEREAS, Landel/Lucerne, Inc., a Maryland Corporation, Florida Gardens Land and Development Corporation, a Florida Corporation, Lucerne Lakes Associates, Ltd., a Florida limited partnership, Lucerne Lakes Villas, Inc., a Florida corporation, Lucerne Enterprises, Inc., a Florida Corporation, Lucerne Lakes Homeowners' Association, Inc., a Florida Corporation, and Lucerne Lakes Master Homeowners' Association, Inc., a Florida Corporation, are the owners of Lucerne Lakes, in the respective interests held by them, and Lucerne Lakes Homeowners' Association, Inc., a Florida Corporation not for profit, is the holder of certain rights and interests in Phase I and II of Lucerne Lakes by virtue of that certain Declaration of Covenants, Conditions and Restrictions of Lucerne Lakes, dated September 7, 1977, and recorded in Official Record Book 2788, Page 715, Public Records, Palm Beach County, Florida (all of the above parties hereinafter to be called "Declarants");

WHEREAS, the Declarants are desirous of establishing an entity with the power and responsibility of caring for, maintaining, preserving and repairing Lucerne Lakes Boulevard, and related amenities, the master drainage and irrigation system, other common properties and facilities of Lucerne Lakes Master Homeowners' Association, Inc., and establishing the administrative procedures for accomplishing the same;

Exhibit "H" to Declaration of Condominium

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NOW THEREFORE, the Declarants hereby declare that certain covenants and restrictions are imposed upon Lucerne Lakes as follows:

ARTICLE I

DEFINITIONS

1. "Developer" shall mean Landel/Lucerne, Inc., a Maryland Corporation, or its successors or assigns.
2. "Lucerne Lakes Boulevard" shall mean that certain road so labeled as shown on the plat(s) or replat(s), now recorded or hereafter to be recorded in the Public Records of Palm Beach County, Florida, relating to Lucerne Lakes.

ARTICLE II

MASTER HOMEOWNERS' ASSOCIATION

For the purposes of enforcing this Declaration of Covenants and Restrictions and fulfilling obligations created hereunder, a master property owners association has been created known as Lucerne Lakes Master Homeowners' Association, Inc., a Florida corporation not for profit (hereinafter to be called Master Association).

The Articles of Incorporation and By-Laws of the Master Association are attached hereto as Exhibits "B" and "C" respectively. All rights, powers, duties, and obligations vested in the Master Association pursuant to Exhibits "B" and "C" are hereby incorporated in this Declaration of Covenants and Restrictions by reference, in addition to rights, powers, duties and obligations created pursuant to this Declaration of Covenants and Restrictions. All such rights, powers, duties and obligations are hereby deemed to be cumulative.

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The Master Association is empowered to adopt and enforce whatever administrative rules and regulations it deems necessary to carry out its purposes, powers, rights, obligations and powers.

ARTICLE III

SUB-ASSOCIATIONS

It is the intent of the Declarants to construct on Lucerne Lakes a planned urban development by phase development as shown on the Master Land Use Plan pertaining to Lucerne Lakes on file with the Planning, Building, & Zoning Department of Palm Beach County, Florida. It is further the intent to sell and convey certain phases of Lucerne Lakes to individual developers for the purposes of the development of the same.

Each individual developer shall be required to form a Sub-Association, whether the same be a homeowners or condominium association, for the purpose of caring for, maintaining, controlling, and preserving whatever common elements, properties, roads, recreation areas, or otherwise, that are or will be constructed within the respective phase.

Each Sub-Association must be a member of the Master Association on the terms and conditions set forth in Exhibits "B" and "C" attached and is subject to this Declaration of Covenants and Restrictions.

ARTICLE IV

GOLF COURSE OWNER

The owner of the golf course shown on the Master Land Use Plan of Lucerne Lakes must be a member of the Master Association on the terms and conditions as set forth in Exhibits "B" and "C" attached and is subject to this Declaration of Covenants and Restrictions.

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ARTICLE V

MAINTENANCE OF LUCERNE LAKES
BOULEVARD, DRAINAGE, AND ASSOCIATION PROPERTY

The Master Association is charged with the responsibility for the care, maintenance, preservation and repair of Lucerne Lakes Boulevard and the landscaping, drainage, irrigation and street lighting related thereto, the master drainage system pertaining to Lucerne Lakes and any and all other property, whether real or personal, belonging to or required by it. The costs of such care, maintenance, preservation and repair may be assessed to the members of the Master Association as hereinafter provided.

ARTICLE VI

ASSESSMENTS AND LIENS

The Board of Directors of the Master Association has the power to and shall fix and determine, from time to time, the sum or sums necessary and adequate for the general expenses of the Master Association.

General assessments are necessarily made upon projections and estimates of the Board of Directors and may be in excess or less than the sums required to meet the cash requirements of the Master Association, in which event the Board of Directors may increase or decrease the amount of such assessment and make such adjustments in cash or otherwise as they shall deem proper, including the assessment of each member for its pro-rata share of any deficits.

Assessments shall be made for the purpose of defraying the cost and expenses of the Master Association, including but not limited to the cost of the care, maintenance, preservation,

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and repair of Lucerne Lakes Boulevard, and the landscaping, drainage and irrigation and street lighting related thereto; the cost of the care, maintenance, preservation and repair of the master drainage system pertaining to Lucerne Lakes, the cost of any insurance for the Master Association's properties or its members; the cost of purchase of any equipment or machinery necessary for carrying out the purposes and powers of the Master Association; any such other costs necessarily incurred in the maintenance of a corporate office and in the day to day operation of the Master Association as a corporate entity; and the maintenance of a reserve of funds deemed necessary by the Board of Directors to cover all necessary costs of the Master Association and to cover any emergencies which may arise.

Assessments shall be made against the members of the Master Association at the following rates:

(a) Golf course owner - the assessment shall be \$500.00 or 10% of total annual assessment, whichever is less.

(b) Sub-Associations - The assessment for each Sub-Association shall be made according to the following formula:

Assessment = $(a + b) \times (c + d)$ where,
a = Number of units located on lands under control of the Sub-Association,

b = Total number of units located within Lucerne Lakes

c = Total Annual Assessment, and

d = Golf Course Assessment.

Unit shall mean any single family residence, whether the same be an apartment unit, condominium unit, single family home or other type of residence, which has been fully constructed for which an original certificate of occupancy has been obtained.

The Board of Directors shall adopt a budget for each fiscal year that shall include the estimated funds required to defray anticipated expenses and to provide and maintain funds to cover current expenses and reserves, including a reasonable allowance for contingencies, betterments and operations, the

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amount of which may be to provide working funds or to meet losses.

All sums collected by the Master Association from assessments may be co-mingled in a single fund or divided into more than one fund, as determined by the Board of Directors.

Assessments shall be made on an annual basis, payable in quarterly installments. When the Board of Directors has determined the amount of the budget and the assessment each member is required to pay, the Secretary shall submit a statement of the assessment to each member, setting forth the amount of the annual assessment and the amount of the installment due. Prior to each quarterly installment, the Board of Directors shall recalculate the quarterly assessment due from the member at the rate of assessments set forth in the By-laws and the Secretary shall make adjustments in the statement in accordance therewith.

Each statement shall state the date upon which the quarterly installment assessment is due, and thereafter said assessment shall bear the interest rate of 10% per annum, simple interest until paid.

The Master Association may use any legal or equitable remedy to collect assessments past due, including but not limited to charging a pro-rata share of any delinquent assessment from the individual members of any delinquent Sub-Association member as set forth below. A pro-rata assessment shall mean the amount of total assessment due and owing by the Sub-Association member divided by the number of members of such Sub-Association.

Each of the lots, or units within Lucerne Lakes belonging to any member of the Sub-Association member of the Master Homeowners' Association are automatically made subject to a lien

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and permanent charge in favor of the Master Association for assessments. Any and all of the assessments together with interest thereon, if any, shall constitute a permanent charge upon and a continuing lien on the lot or unit to which such assessments relate and such permanent charge and lien shall bind such lot or unit in the hands of any and all persons.

In the event that any assessment shall not have been paid by the Sub-Association member within thirty (30) days of the due date, the Secretary of the Master Association may send a delinquency notice by certified mail to the delinquent member, and to the members of the defaulting Sub-Association member designating their pro-rata share of such assessment. In the event that any pro-rata share of such assessment shall not have been paid within thirty (30) days of the receipt of said delinquency notice, the Treasurer shall certify to the Board of Directors the name(s) and address(es), as well as the amount of the pro-rata assessment of the member(s). The Board of Directors shall then cause to be prepared, for execution by the President of the Master Association, a Notice of Lien to be filed with the Clerk of the Circuit Court of Palm Beach County, Florida. When necessary, on receipt of payment of a delinquent pro-rata assessment, a satisfaction of lien shall be executed by the President and recorded. In the event that any pro-rata share of any assessments continues to remain in default, the Master Association may pursue its remedies at law or in equity. All costs of collection including attorney fees and costs of the satisfaction shall be charged to any paid by the non paying member of any Sub-Association member and be included in the lien as any other assessable item.

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The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment. In the event of foreclosure of said mortgage or mortgages such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a foreclosure of the mortgage. Such sale or transfer shall not relieve such property from liability for any assessment thereafter becoming due nor from the lien of any subsequent assessment.

Any and all assessment lien rights presently vested in Lucerne Lakes Homeowners Association, Inc. by virtue of that certain document entitled Lucerne Lakes Declaration of Covenants, Conditions and Restrictions dated September 7, 1977 and recorded in Official Record Book 2733, Page 715, Public Records, Palm Beach County, Florida, are hereby assigned and delegated to the Master Association in the event of default in payment of assessments by Lucerne Lakes Homeowners Association, Inc. as set forth above.

No change may be made in the percentage of assessments payable by members of the Master Association without unanimous consent of all voting members.

ARTICLE VII

DEDICATION OF LUCERNE LAKES BOULEVARD

The Board of Directors of the Master Association has the power and retains the right to dedicate Lucerne Lakes Boulevard to Palm Beach County, Florida, notwithstanding any term, condition, or covenant contained herein, in which event the obligation of maintenance of the same shall cease.

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ARTICLE VIII

FIRST MEETING OF
THE MEMBERS OF THE MASTER ASSOCIATION

Until the Developer elects to terminate control of the Master Association or until the last Sub-Association which shall be a member of this Association shall come under the control of the members of said Sub-Association, and all the property within Lucerne Lakes has been platted, whichever first occurs, there shall be no annual or special meeting of the members of the Master Association, and, should a meeting be called, the proceedings shall have no effect unless approved by the Board of Directors of the Association. However, the Developer may waive this proviso, in whole or in part, by consenting in writing to a meeting of the membership for the purposes set forth therein.

Until the first meeting of the members of the Master Association, the Developer has the right to appoint all directors of the Master Association.

ARTICLE IX

PROPERTY SUBJECT TO DECLARATION

The property subject to this Declaration of Covenants and Restrictions is described in Exhibit "A" attached hereto.

ARTICLE X

DURATION

This Declaration of Covenants and Restrictions and any amendments thereto are hereby deemed to be a perpetual duration, running with the land, and binding upon all parties and persons claiming under them.

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ARTICLE XI

ENFORCEABILITY AND SEVERABILITY

Each and all of the covenants and restrictions shall be enforceable by injunction or other form of action available to the parties aggrieved, or to the Declarants, or its successors or assigns. Invalidation of any part of this Declaration of Covenants and Restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

ARTICLE XII

INSTRUMENT OF CONVEYANCE

Subsequent to the recording of this Declaration of Covenants and Restrictions in the public records of Palm Beach County, Florida, each and every deed, (or other conveyance document) conveying the said lands or any part thereof, shall upon its face, expressly recite that said deed (or other conveyance document) and conveyance (is subject to the herein contained restrictions and shall recite the Official Records Book and page numbers wherein this Declaration of Covenants and Restrictions are recorded in the Public Records of Palm Beach County, Florida. These restrictions shall be covenants running with the said land, be a part thereof, and be binding upon the land and the owners thereof and its/their successors, successors in title, designees, grantees and assigns.

ARTICLE XIII

LIABILITY

The Declarants, or the Master Association, or their assignees or nominees, shall not in any manner be held liable or

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responsible, either directly or indirectly, for any violation of this Declaration of Covenants and Restrictions by a person or entity other than themselves.

ARTICLE XIV

AMENDMENT

This Declaration of Covenants and Restrictions may be amended, modified, or altered by instruments in writing recorded in the Public Records, Palm Beach County, Florida, approved by (1) the majority of the Board of Directors of the Master Association prior to the first meeting of the members or by 2/3rds of the members and 2/3rds of (2) the Board of Directors of the Master Association after the first meeting of the members.

IN WITNESS WHEREOF, the Declarants have caused these presents to be executed in their names, and their corporate seals to be hereunto affixed by their proper officers thereunto duly authorized, this 22nd day of September, 1978.

LANDEL/LUCERNE, INC., a Maryland corporation

BY: [Signature] President

ATTEST:

[Signature]
Secretary

(CORPORATE SEAL)

FLORIDA GARDENS LAND AND DEVELOPMENT CORPORATION, a Florida corporation

BY: [Signature] President

ATTEST:

[Signature]
Secretary

(CORPORATE SEAL)

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LUCERNE LAKES ASSOCIATES, LTD.,
a Florida Limited Partnership

BY: Robert Price
General Partner

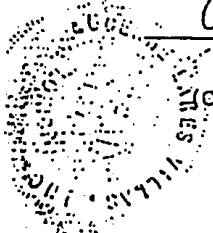
This is

LUCERNE LAKES VILLAS, INC., a Florida
Corporation

BY: John Adams
President

ATTEST: Walter B. Brown
Secretary

(CORPORATE SEAL)



LUCERNE LAKES HOMEOWNERS' ASSOCIATION, INC.
a Florida Corporation not for profit

ATTEST: Walter B. Brown
Secretary

BY: Robert Price
President

(CORPORATE SEAL)

LUCERNE ENTERPRISES, INC., a Florida
Corporation

ATTEST: Robert Price
Secretary

BY: Robert Price
President

(CORPORATE SEAL)

LUCERNE LAKES MASTER HOMEOWNERS'
ASSOCIATION, INC., a Florida Corporation

ATTEST: Walter B. Brown
Secretary

BY: Robert Price
President

(CORPORATE SEAL)

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LUCERNE LAKES CORPORATION,
a Florida Corporation

ATTEST:

BY

President

Secretary

(CORPORATE SEAL)



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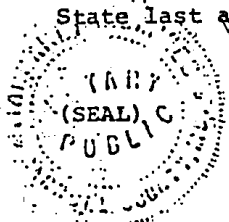
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STATE OF Maryland
COUNTY OF Carroll

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Donald P. [unclear] and Charville A. Waters well known to me to be the President Secretary respectively of LANDEL/LUCERNE, INC., a Maryland corporation, and that they severally acknowledged executing the same, freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 27th day of September, 1978.



NOTARY PUBLIC

Marion A. Barnes
Notary Public
State of Maryland at Large
My Commission Expires: 7/1/82

STATE OF Florida
COUNTY OF Palm Beach

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared T.J. [unclear] and [unclear] well known to me to be the President and Secretary respectively of FLORIDA GARDENS LANE AND DEVELOPMENT CORPORATION, a Florida Corporation, and that they severally acknowledged executing the same, freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 1st day of October, 1978.

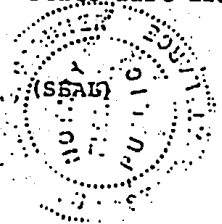
(SEAL)

[Signature]
Notary Public
State of Florida at Large
My Commission Expires JAN 31 1982
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF Florida
COUNTY OF Palm Beach

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Herbert [unclear] well known to me to be General Partners of LUCERNE LAKES ASSOCIATES, LTD., a Florida Limited Partnership, and that they severally acknowledged executing the same, freely and voluntarily under authority duly vested in them by said Limited Partnership.

WITNESS my hand and official seal in the County and State last aforesaid this 28 day of July, 1978.



Barbara H. [unclear]
Notary Public
State of FL at Large
My Commission Expires: 1-2-81

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STATE OF FLORIDA
COUNTY OF PALM BEACH

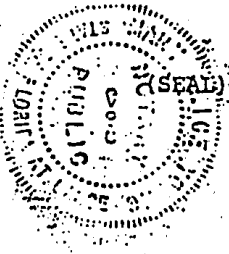
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared JOHN C. OWENS and ALAN J. WERKSMAN well known to me to be the President and Secretary respectively of LUCERNE LAKES VILLAS, INC., a Florida corporation, and that they severally acknowledged executing the same, freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 2nd day of August, 1978.

[Signature]
Notary Public
State of FLORIDA at Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES ON 9 1981
BONDED THRU GENERAL INS UNDER OFFICERS



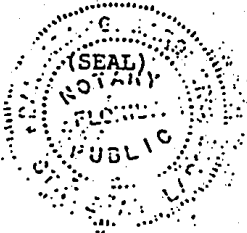
STATE OF Florida
COUNTY OF Palm Beach

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Richard [Signature] and [Signature] well known to me to be the President and Secretary respectively of LUCERNE LAKES HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit, and that they severally acknowledged executing the same, freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 28 day of July, 1978.

[Signature]
Notary Public
State of Florida at Large

My Commission Expires: Jan 2, 1981



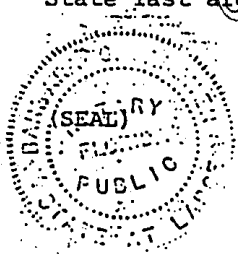
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STATE OF Florida
COUNTY OF Palm Beach

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Richard and Herbert Proven well known to me to be the President and Secretary respectively of LUCERNE ENTERPRISES, INC., a Florida Corporation, and that they severally acknowledged executing the same, freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 28 day of July, 1978.

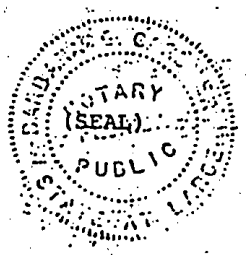


Richard H. Faidus
Notary Public
State of Florida at Large
My Commission Expires: Jan - 7, 1981

STATE OF Florida
COUNTY OF Palm Beach

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Herbert Proven and Diana Proven well known to me to be the President and Secretary respectively of LUCERNE LAKES MASTER HOMEOWNERS ASSOCIATION, INC., a Florida Corporation not for profit, and that they severally acknowledged executing the same, freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 28 day of July, 1978.



Richard H. Faidus
Notary Public
State of Florida at Large
My Commission Expires: Jan 7, 1981

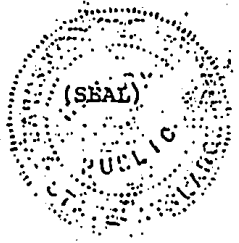
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STATE OF Fla.
COUNTY OF Palm Beach

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Richard P. Jones and Richard P. Jones well known to me to be the President and Secretary respectively of LUCERNE LAKES CORPORATION, a Florida Corporation, and that they severally acknowledged executing the same, freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 3 day of Oct, 1978.



Richard H. [Signature]
Notary Public
State of Fla. at Large

My Commission Expires: Jan 7, 1981

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

This Instrument prepared by:
Margaret L. Cooper
JONES, PAINE & FOSTER, P.A.
P. O. Drawer E
West Palm Beach, Florida 33402
(305) 659-3000

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LEGAL DESCRIPTION:

EXHIBIT "A" - 1. LUCERNE LAKES - 3,339 Units

Total Flow 778,400 GPD

From the Northeast corner of Lot 1, Block 29, Palm Beach Farms Co. Plat No. 3, according to the plat the ref on file in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, in Plat Book 2, page 47; thence Westerly on the North line of said Lot 1, a distance of 217.0 feet to the Point of Beginning of the parcel herein described; thence continue Westerly on the North line of Lots 1, 2, 3, 4 and 5 of said Block 29, a distance of 170.0 feet to a point on said North line of Lot 5 which point is 85.0 feet East of the Northwest corner of said Lot 5; thence run Southerly, at right angles, a distance of 257.24 feet to the beginning (P.C.) of a curve, concave to the West and having a radius of 200.00 feet; thence run Southerly on the arc of said curve, through a central angle of 26°02'01", a distance of 99.87 feet to a point; thence run Westerly on a line parallel to the North line of Lots 1 through 5 of said Block 29, a distance of 925.23 feet to a point; thence run Southerly, at right angles, on a line parallel to the center-line of Ohio Road as now laid out and in use, a distance of 292.0 feet to a point; thence run Westerly, at right angles, a distance of 5.0 feet to a point; thence run Southerly, at right angles, on a line parallel to said center-line of Ohio Road, a distance of 1171.0 feet to a point; thence run Easterly, at right angles, a distance of 100.0 feet to a point; thence run Southerly, at right angles, parallel to said center-line of Ohio Road, a distance of 294.0 feet to a point; thence run Easterly, at right angles, a distance of 150.0 feet to a point; thence run Southerly, at right angles, parallel to said center-line of Ohio Road, a distance of 30.0 feet to a point; thence run Easterly, at right angles, a distance of 200.0 feet to a point, which point is also the Northeast corner of property owned by St. Lukes United Methodist Church; thence run Southerly, at right angles, along the East line of said Church property and parallel to said center-line of Ohio Road, a distance of 448.0 feet to a point; thence run Westerly, at right angles, a distance of 450.0 feet to a point; thence run Southerly, at right angles, parallel to said center-line of Ohio Road, a distance of 1480.0 feet to a point; thence run Easterly, at right angles, a distance of 100.0 feet to a point; thence run Southerly, at right angles, parallel to said center-line of Ohio Road, a distance of 290.0 feet to a point; thence run Westerly, at right angles, a distance of 100.0 feet to a point; thence run Southerly, at right angles, parallel to said center-line of Ohio Road, a distance of 580.0 feet to a point; thence run Easterly, at right angles, a distance of 100.0 feet to a point; thence run Southerly, at right angles, parallel to said center-line of Ohio Road, a distance of 100.0 feet to a point, which point is 275.0 feet East and 220.0 feet North of the Southwest corner of Lot 121, of said Block 29; thence run Easterly, at right angles, on a line parallel to and 220.0 feet Northerly from the South line of Lots 121 through 128, of said Block 29, a distance of 800.0 feet to a point; thence run Southerly, at right angles, a distance of 220.0 feet to a point in the Southerly line of Lot 124 of said Block 29, which point is 35.0 feet East of the Southwest corner of said Lot 124; thence run Easterly, at right angles, on said South line of Lots 121 through 128, a distance of 500.0 feet to a point being 125.0 feet West of the Southeast corner of Lot 125, of said Block 29; thence run Northerly, at right angles, a distance of 170.0 feet to a point; thence run Easterly, at right angles, parallel to said South line of Lots 121 through 128, a distance of 400.0 feet to a point; thence run Southerly, at right angles, a distance of 170.0 feet to a point in the South line of Lot 126, of said Block 29, which point is 75.0 feet East of the Southeast corner of said Lot 126; thence run Easterly at right angles, on said South line of Lot 121 through 128, a distance of 215.0 feet to the Southeast corner of Lot 128, of Block 29; thence run Northerly, at right angles, along the East line of Lots 126, 27, 28, 29, 30, 31, 32 and 33, of said Block 29, a distance of 5217.0 feet to a point on the East line of said Lot 1, which point is 157.0 feet South of the Northeast corner of said Lot 1; thence run Westerly, at right angles, a distance of 215.0 feet; thence run Northerly, at right angles, a distance of 157.0 feet to the point of beginning.

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EXHIBIT "A"

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

AMENDMENT TO AND RESTATEMENT OF THE ARTICLES OF INCORPORATION
OF LUCERNE LAKES MASTER HOME OWNERS ASSOCIATION, INC.

LUCERNE LAKES MASTER HOME OWNERS ASSOCIATION, INC., a Florida corporation, under its corporate seal and the hands of its Directors, HERBERT PRAVER, DAVID SHEFFENACKER and DONALD SIMPSON, hereby certifies that:

At a duly called Special Meeting of the Board of Directors, held on the 22nd day of September, 1978, the following resolution was duly and unanimously adopted by the Board of Directors of the corporation:

RESOLVED, that effective on the date of filing with the Department of State, State of Florida, the Certificate of Incorporation of LUCERNE LAKES MASTER HOME OWNERS ASSOCIATION, INC., which Certificate of Incorporation was approved and filed in the Office of the Secretary of State in Tallahassee, Florida, on the 31st day of August, 1977, as amended by amendment filed September 19, 1977, be amended and restated as follows:

ARTICLES OF INCORPORATION
OF

LUCERNE LAKES MASTER HOME OWNERS ASSOCIATION, INC.

(A Master Condominium Association)

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

ARTICLE I

NAME

The name of the corporation will be LUCERNE LAKES MASTER HOME OWNERS ASSOCIATION, INC. For convenience, the corporation will be referred to in this instrument as the "Association".

ARTICLE II

PURPOSE

(2.1) The purpose for which the Association is organized is to provide an entity for the purpose of administering the areas owned or controlled by it and for coordinating the operation of all condominium association, home owners' association or golf course owner members of it, and specifically for the purposes of providing for the care and maintenance of Lucerne Lakes Boulevard and the landscaping
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drainage and irrigation, and street lighting relating thereto, as well as the care and maintenance of the master drainage system pertaining to Lucerne Lakes, a PUD development.

(2.2) The Association will make no distributions of income to its members, directors or officers.

ARTICLE III

POWERS

The powers of the Association will include and be governed by the following provisions:

(3.1) The Association will have all of the common law and statutory powers of a corporation not for profit that are not in conflict with the terms of these Articles and all powers granted to it under those certain Declaration of Covenants and Restrictions known as Lucerne Lakes Master Declaration of Covenants and Restrictions.

(3.2) The Association will have all the powers and duties reasonably necessary to administer the common areas, to accomplish its stated purposes and to coordinate the operation of all members, including but not limited to the following:

(a) To make and collect assessments against members to defray costs, expenses and losses of the Association and to provide for the care and maintenance of Lucerne Lakes Boulevard and the landscaping, drainage and irrigation, and street lighting relating thereto, as well as the care and maintenance of the master drainage system pertaining to Lucerne Lakes, a PUD development.

(b) To collect assessments by filing and foreclosing liens on lots and units located within Lucerne Lakes as may be provided in the By-Laws of the Association.

(c) To use the proceeds of assessments in the exercise of its powers and duties.

(d) To maintain, repair, replace and operate all areas controlled or owned by it.

(e) To purchase insurance for the protection of the Association, Sub-Associations, golf course owner, and their respective members as unit owners.

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(f) To reconstruct improvements after casualty and to further improve the areas owned or controlled by it.

(g) To make and amend reasonable regulations respecting the use of the areas owned or controlled by it.

(h) To enforce by legal means the provisions of these Articles, the By-Laws of the Association and the regulations for the use of the areas owned or controlled by it.

(i) To contract for the management and operation of its areas and to thereby delegate all powers and duties of the Association, except as are specifically required to have approval of the Board of Directors or the membership of the Association.

(j) To lease such portions of the common elements of its areas as are susceptible to separate management and operation.

(k) To accept title to real property to be held for the benefit of its members.

(l) To convey title to real property.

(3.3) All funds, except such portions thereof as are expended for the common expenses of the Association, and the titles of all properties will be held in trust for the members of the Association, in accordance with the provisions of the Articles of Incorporation and the By-Laws of the Association.

(3.4) The powers of the Association will be subject to and will be exercised in accordance with the provisions of the applicable law of the State of Florida and the By-Laws of the Association.

ARTICLE IV

MEMBERS

(4.1) The members of the Association will consist of all of the Sub-Associations organized under the laws of the State of Florida, being the entities responsible for the operation of the condominiums and home developments located within Lucerne Lakes, a PUD development, according to the master plan on file with the planning and zoning department of Palm Beach County, Florida.

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(4.2) Each Sub-Association shall be entitled to one representative who shall be the voting member of the Association and shall serve until his successor is appointed in accordance with the By-Laws. The golf course owner shall be entitled to one representative who shall be the voting member of the Association and shall serve until his successor is appointed in accordance with the By-Laws.

(4.3) Each Sub-Association voting member shall have a number of votes equal to the number of residential dwelling units located on the lands to which the Sub-Association pertains.

(4.4) The owner of the golf course voting member shall have one vote.

ARTICLE V

DIRECTORS

(5.1) The affairs of the Association will be managed by a board consisting of the number of directors determined by the By-Laws of the Association, but not less than 3 directors; and in the absence of such determination, the number of directors will consist of 3. Directors need not be members of the Association.

(5.2) Directors of the Association will be elected at the annual meeting of the members in the manner determined by the By-Laws of the Association. Directors may be removed and vacancies on the Board of Directors will be filled in the manner provided by the By-Laws of the Association.

(5.3) The first election of the directors will not be held until the Developer, Landel Lucerne, Inc., or its successors or assigns, elects to terminate its control of the Association or until the last Sub-Association which shall be a member of this Association shall come under the control of the members of said Sub-Association, and all the property within Lucerne Lakes has been platted, whichever first occurs. Until the first meeting of the members, the Developer has the right to appoint all directors.

(5.4) The successor directors of the first Board of Directors named in the original Articles of Incorporation, who will hold office

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until their successors are elected or appointed and have qualified,
or until removed, are as follows:

HERBERT PRAVER

4341 Lisa Drive
Lake Worth, Florida 33463

DAVID SHEFFENACKER

Arundel Corporation
100 West Road
Baltimore, Maryland 21204

DONALD SIMPSON

Arundel Corporation
100 West Road
Baltimore, Maryland 21204

ARTICLE VI

OFFICERS

The affairs of the Association will be administered by the officers designated in the By-Laws of the Association. Said officers will be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and will serve at the pleasure of the Board of Directors. The names and addresses of the officers who have been appointed as successors to those officers named in the original Articles of Incorporation are as follows:

HERBERT PRAVER, President/Treasurer

4341 Lisa Drive
Lake Worth, Florida
33463

DAVID SHEFFANACKER, Vice President/
Secretary

Arundel Corporation
100 West Road
Baltimore, Maryland
21204

ARTICLE VII

INDEMNIFICATION

Every director and every officer of the Association will be indemnified by the Association against all expenses and liabilities including counsel fees, reasonably incurred by or imposed upon him in connection with any proceedings or any settlement of any proceeding 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, whether or not he is a director or officer at the time such expenses are incurred, except when the directors or officers are adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. Provided that in the event of a

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settlement the indemnification will apply only when the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification will be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE VIII

BY-LAWS

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

ARTICLE IX

AMENDMENTS

Amendments to these Articles of Incorporation will be proposed and adopted in the following manner:

(9.1) Notice of the subject matter of a proposed amendment will be included in the notice of any meeting at which a proposed amendment is considered.

(9.2) A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by the voting members of the Association. Directors and voting members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the secretary prior to the meeting. Except as elsewhere provided:

(a) Such approval must be by not less than two-thirds (2/3) of the votes entitled to be cast by the Board of Directors prior to the first meeting of the members; or

(b) By not less than 75% of the votes entitled to be cast by the entire voting membership of the Association after the first meeting of the members; or

(c) By not less than 80% of the votes entitled to be cast by the entire voting membership of the Association after the first meeting of the members.

(9.3) Provided, however, that no amendment will make any changes in the qualifications for membership nor the voting rights of members,

without approval in writing by all voting members and the joinder of

all record owners or mortgagees upon the condominiums and residential units and homes, and no amendment will make any changes in the percentage of assessment payable by the members without the unanimous consent of all voting members.

(9.4) A copy of each amendment will be certified by the Secretary of State, State of Florida, and will be recorded in the Public Records of Palm Beach County, Florida.


ARTICLE X

SUBSCRIBERS

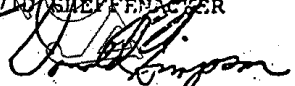
The names and addresses of the subscribers of the original Articles of Incorporation are as follows:

| | |
|----------------|--|
| HERBERT PRAVER | 4341 Lisa Drive Lake Worth, Florida 33463 |
| HERMAN RINGLER | 4341 Lisa Drive Lake Worth, Florida 33463 |
| DIANE IRWIN | 4341 Lisa Drive Lake Worth, Florida 33463 |

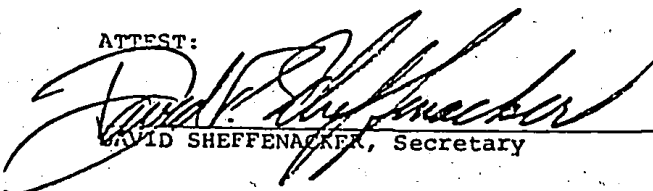
IN WITNESS WHEREOF, said corporation has caused this Certificate to be signed in its name by the Board of Directors and attested to by its Secretary, this 22 day of September, 1978.


HERBERT PRAVER


DAVID SHEFFENACKER


DONALD SIMPSON

ATTEST:


DAVID SHEFFENACKER, Secretary

(SEAL)

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CERTIFICATE DESIGNATING PLACE OF BUSINESS OR
DOMICILE FOR THE SERVICE OF PROCESS WITHIN
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.

That LUCERNE LAKES MASTER HOME OWNERS ASSOCIATION, INC., (a
corporation not for profit) desiring to organize under the laws of
the State of Florida, with its principal office as indicated in the
Articles of Incorporation of the County of Palm Beach, State of
Florida, has named PAUL C. WOLFE, located at 601 Flagler Drive Court,
P. O. Drawer E, West Palm Beach, County of Palm Beach, State of
Florida, as its agent to accept service of process within this State.

ACKNOWLEDGMENT:

Having been named to accept service of process for the above-
stated corporation, at the place designated in this Certificate, I
hereby accept to act in this capacity and agree to comply with the
provisions of said Act relative to keeping open said office.

PAUL C. WOLFE

DATED:

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BY-LAWS
OF
LUCERNE LAKES MASTER HOMEOWNERS ASSOCIATION, INC.
(A Corporation Not for Profit)

ARTICLE I
Identity

The following By-laws shall govern the operation of Lucerne Lakes Master Homeowners Association, Inc., (a Corporation Not for Profit), (Hereinafter the "Association").

The Association is an incorporated non-profit association, organized and existing pursuant to Chapter 617 Florida Statutes.

Section 1. The office of the Association shall be at _____, or at such other place as may be subsequently designated by the Board of Directors of the Association.

Section 2. The seal of the Association will bear the name of the Association, and the word "Florida", the words "incorporation not for profit", and the year of the incorporation, an impression of which is as follows:

ARTICLE II
Purposes and Powers

The purposes and powers of the Association are set forth in the Articles of Incorporation.

ARTICLE III

Membership and Voting Provisions

Section 1. Membership. The qualifications for membership are set forth in the Articles of Incorporation.

Section 2. Voting. The number of votes each member is

entitled to cast at any meeting of the membership are set forth in the Articles of Incorporation.

Section 3. Votes. A majority of the total votes cast shall decide any question, unless the By-laws or Articles of Incorporation provide otherwise, in which event the voting percentages required in the By-laws or Articles of Incorporation shall control. (The term "majority" of the votes shall mean 51% of the total votes cast.)

Section 4. Quorum. There shall be no quorum requirements for meetings of the membership.

Section 5. Proxies. Votes may be cast in person or by proxy. All proxies shall be in writing and signed by the person entitled to vote and shall be filed with the Secretary of the Association prior to the meeting in which they are to be used. Proxies shall be valid only for the particular meeting designated therein.

ARTICLE IV

Meeting of the Membership

Section 1. Time. The annual members' meeting shall be held at 2:00 p.m. on the first Thursday of the month of the first meeting of the members of each year for the purpose of electing Directors and transacting any other business authorized to be transacted by the members, and special meetings shall be held on the date and the time stated in the notice thereof; provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next succeeding day.

Section 2. Place. All meetings of the membership shall be held at a location convenient to the members at such place and at such time as shall be designated by the Board of Directors of the Association and stated in the notice of the meeting.

Section 3. Notices. It shall be the duty of the Secretary to deliver a notice of each annual or special meeting, stating the time and place thereof, to each member at least five

(5) days but not more than thirty (30) days prior to such meeting. Notice of any special meeting shall state the purpose thereof. All notices shall be served at the address of the member as it appears on the books of the Association.

Section 4. Special Meetings. Special meetings of the members for any purpose may be called by the President, and must be called by the President at the request, in writing, of a majority of the Board of Directors, or at the request in writing of a 10% of all members, which request shall state the purpose of the proposed meeting. Business transacted at all such meetings shall be confined to the objects 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 the Articles of Incorporation or by the By-Laws to be taken in connection with any action of the Association, the meeting and vote of members may be dispensed with if two-thirds (2/3) of all the members, who would have been entitled to vote upon the action if such meeting were held, shall consent, in writing, to such action being taken; however, notice of such action shall be given to all members.

Section 6. Proviso. Notwithstanding any of the provisions herein, until the Developer elects to terminate control of the Association or until the last Sub-Association which shall be a member of this Association shall come under the control of the members of said Sub-Association and all the property within Lucerne Lakes has been platted, whichever first occurs, there shall be no annual or special meeting of the members of the Association, and, should a meeting be called, the proceedings shall have no effect unless approved by the Board of Directors of the Association. However, the Developer may waive this proviso, in whole or in part, by consenting in writing to a meeting of the membership for the purposes set forth therein.

Section 7. First Meeting of Members. The first annual meeting shall be held the first Thursday during the first month after the Developer elects to terminate its control of the Association or after the last Sub-Association shall come

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under the control of the members of said Sub-Association, whichever first occurs.

ARTICLE V

Directors

Section 1. Number, Term and Qualifications. Prior to the first meeting of the members, the affairs of the Association shall be managed by the Board of Directors composed of three (3) persons, who need not be members of this Association. Thereafter, the affairs of the Association shall be managed by a Board of Directors, composed of five (5) persons, one of whom must be elected by the owner of the golf course member. The term of each Director's service shall be one (1) year and shall extend until the next annual meeting of the members or until his successor is duly elected and qualified, or until he is removed in the manner provided for below.

Section 2. First Board of Directors. The First Board of Directors of the Association, who shall hold office and serve until the first meeting of members and until their successors have been appointed or elected and qualified, as set forth in the Articles of Incorporation.

Section 3. Organizational Meeting. The organizational meeting of a newly elected Board of Directors of the Association shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary.

Section 4. Removal of Directors. Directors may only be removed prior to the expiration of their term as follows:

(a) Prior to the first meeting of the members, by direction of the Developer, Landel/Lucerne, Inc., or its successors or assigns.

(b) Subsequent to the first meeting of the members by a vote of not less than 2/3 of the votes entitled to be cast by the Board of Directors and 2/3 of the votes entitled to be

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cast by the entire voting membership.

However, a Director elected by the golf course owner member may only be removed by the affirmative vote of the golf course owner member.

Section 5. 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 shall choose a successor or successors who shall hold office for the balance of the unexpired term. The election held for the purpose of filling said vacancy may be held at any meeting of the Board of Directors.

Section 6. 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.

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

Section 8. Directors' Waiver of Notice. Before or at 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 of Directors, 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 of Directors. If at any meeting of the Board of Directors there is less than a quorum present, the majority 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. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

Section 10. Powers and Duties. The Board of Directors 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, by the Articles of Incorporation, or by these By-laws, directed to be exercised and done by the members. These powers shall specifically include, but shall not be limited to, the following:

(a) To exercise all powers specifically set forth in the Articles of Incorporation, in these By-laws, by law, and all powers incidental thereto.

(b) To levy and collect assessments, and use and expend the assessments to carry out the purposes and powers of the Association.

(c) To employ, dismiss and control the personnel necessary for the maintenance and preservation of the areas of the Association, including the right and power to employ attorneys, accountants, contractors, and other professionals as the need arises.

(d) To make and amend regulations respecting the operation and use of the areas of the Association.

(e) To contract for the management of the affairs of the Association and to delegate to any such contractor all of the powers and duties of the Association, except those which may be required to have the approval of the Board of Directors or mem-

bership of the Association.

(f) To purchase equipment, supplies and material required in the maintenance, repair, replacement, operation and management of the Association's property.

(g) To insure and keep insured the buildings and improvements of the Association.

(h) To pay utility bills for utilities serving the Association's property.

(i) To improve the Association's property.

(j) To enforce by any legal or equitable means the provisions of the Articles of Incorporation, the By-laws, and the regulations promulgated by the Association.

(k) To collect delinquent assessments by suit or otherwise.

(l) To pay all taxes and assessments against the Association's property.

(m) To control and regulate and to promote and assist in adequate and proper maintenance of the Association's properties.

(n) To select depositories for the Association's funds, and to determine the manner of receiving, depositing and disbursing Association funds and the form of check and the person or persons by whom the same shall be signed, when not signed as otherwise provided by these By-laws.

(o) To acquire real and personal property for the benefit and use of its members and to dispose of said property in accordance with the Articles of Incorporation and these By-laws.

ARTICLE VI

Officers

Section 1. Elective Officers. The principal officers of the Association shall be a President, Vice President, and Secretary Treasurer, all of whom shall be elected by the Board of Directors. The President shall be a member of the Board of Directors.

Section 2. Election. The Officers of the Association shall be elected by the Board of Directors at the organizational meeting of each new Board following the meeting of the members.

Section 3. Appointive Officers. The Board may appoint Assistant Secretaries, Assistance Treasurers, and such other Officers as the Board deems necessary.

Section 4. Term and Compensation. The Officers of the Association shall hold office until their successors are chosen and qualify in their stead. Any Officer elected by the Board of Directors may be removed at any time with or without cause by the Board of Directors by a majority vote thereof. If the office of any Officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors. No compensation will be paid to the Officers of the Association.

Section 5. The President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the members. He shall have executive powers and general supervision over the affairs of the Association and other Officers. He shall sign all written contracts and perform all of the duties incident to his office which may be delegated to him from time to time by the Board of Directors.

Section 6. The Vice President. The Vice President 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 of Directors.

Section 7. The Secretary. The Secretary shall issue notice of all Board of Directors' meetings and all meetings of the members and 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. If an Assistant Secretary is appointed, he shall perform the duties of the Secretary in the Secretary's absence.

Section 8. The Treasurer. The Treasurer shall have the following duties and responsibilities:

- (a) He shall have custody of the Association's funds

and securities, 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 of Directors.

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

(d) If an Assistant Treasurer is appointed, he shall perform the duties of the Treasurer in the Treasurer's absence.

Section 9. First Officers. The Officers of the Association who shall hold office and serve until they have resigned or have been removed or replaced by the Board of Directors or until the first election of officers by the first Board of Directors of the Association following the first meeting of members and pursuant to the terms of these By-laws, are set forth in the Articles of Incorporation.

ARTICLE VII

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 of Directors and shall be withdrawn only upon checks and demands for money signed by such Officer or Officers as may be designated by the Board of Directors.

Section 2. Fidelity Bonds. The Treasurer and all Officers who are authorized to sign checks, all Officers and employees of the Association, and any contractor handling or

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responsible for Association funds may be bonded in such amount as may be determined by the Board of Directors. The premiums on such bonds shall be paid by the Association. The bonds shall be in an amount as determined by the Board of Directors.

Section 3. Fiscal Year. The fiscal year of the Association shall begin on the first day of January each year. The Board of Directors is expressly authorized to change to a different 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 of Directors deems it advisable.

Section 4. Determination of Assessments. The Board of Directors has the power to and shall fix and determine, from time to time, the sum or sums necessary and adequate for the general expenses of the Association.

General assessments are necessarily made upon projections and estimates of the Board of Directors and may be in excess or less than the sums required to meet the cash requirements of the Association, in which event the Board of Directors may increase or decrease the amount of such assessment and make such adjustments in cash or otherwise as they shall deem proper, including the assessment of each member for its pro-rata share of any deficits.

Assessments shall be made for the purpose of defraying the cost and expenses of the Association, including but not limited to the cost of the care, maintenance, preservation, and repair of Lucerne Lakes Boulevard, and the landscaping, drainage and irrigation, and street lighting related thereto; the cost of the care, maintenance, preservation and repair of the master drainage system pertaining to Lucerne Lakes PUD development, the cost of any insurance for the Association's properties or its members; the cost of purchase of any equipment or machinery necessary for carrying out the purposes and powers of the Association; any such other costs necessarily incurred in the maintenance of a corporate office and in the day to day operation

of the Association as a corporate entity; and the maintenance of a reserve of funds deemed necessary by the Board of Directors to cover all necessary costs of the Association and to cover any emergencies which may arise.

Assessments shall be made against the members of the Association at the following rates:

(a) Golf Course Owner - The assessment shall be \$500.00 or 10% of total annual assessment, whichever is less.

(b) Sub-Associations - The assessment for each Sub-Association shall be made according to the following formula:

Assessment = (a + b) x (c - d) where,

- a = Number of units located on lands under control of the Sub-Association,
- b = Total number of units located within Lucerne Lakes PUD development,
- c = Total Annual Assessment, and
- d = Golf Course Assessment.

Unit shall mean any single family residence, whether the same be an apartment unit, condominium unit, single family home or other type of residence which has been fully constructed and for which an original certificate of occupancy has been obtained.

The Board of Directors shall adopt a budget for each fiscal year that shall include the estimated funds required to defray anticipated expenses and to provide and maintain funds to cover current expenses and reserves, including a reasonable allowance for contingencies, betterments and operations, the amount of which may be to provide working funds or to meet losses.

Section 5. Co-Mingling of Funds. All sums collected by the Association from assessments may be co-mingled in a single fund or divided into more than one fund, as determined by the Board of Directors.

Section 6. Collection of Assessments. Assessments shall be made on an annual basis, payable in quarterly installments. When the Board of Directors has determined the amount of the budget and the assessment each member is required to pay, the Secretary shall submit a statement of the assessment to each member, setting forth the amount of the annual assessment and the amount of the installment due. Prior to each quarterly

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installment, the Board of Directors shall recalculate the quarterly assessment due from the member at the rate of assessments set forth in the By-Laws, and the Secretary shall make adjustments in the statement in accordance therewith.

Each statement shall state the date upon which the quarterly installment assessment is due, and thereafter said assessment shall bear the interest rate of 10% per annum, simple interest until paid.

The Association may use any legal or equitable remedy to collect assessments past due, including but not limited to charging a pro rata share of any delinquent assessment from the individual members of any delinquent Sub-Association member as set forth below. A pro rata assessment shall mean the amount of total assessment due and owing by the Sub-Association member divided by the number of members of such Sub-Association.

Each of the lots or units within Lucerne Lakes belonging to any member of the Sub-Association of Lucerne Lakes Master Home-owners Association are automatically made subject to a lien and permanent charge in favor of the Association for assessments. Any and all of the assessments together with interest thereon, if any, shall constitute a permanent charge upon and a continuing lien on the lot or unit to which such assessments relate and such permanent charge and lien shall bind such lot or unit in the hands of any and all persons.

In the event that any assessment shall not have been paid by the Sub-Association member within thirty (30) days of the due date, the Secretary of the Corporation may send a delinquency notice by certified mail to the delinquent member and to the members of the defaulting Sub-Association member designating their pro rata share of such assessment. In the event that any pro rata share of such assessment shall not have been paid within thirty (30) days of the receipt of said delinquency notice, the Treasurer shall certify to the Board of Directors the name(s) and address(es), as well as the amount of the pro rata assessment of the member(s). The Board of

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Directors shall then cause to be prepared, for execution by the President of the Corporation, a Notice of Lien to be filed with the Clerk of the Circuit Court of Palm Beach County, Florida. When necessary, on receipt of payment of a delinquent pro rata assessment, a satisfaction of lien shall be executed by the President and recorded. In the event that any pro rata share of any assessments continues to remain in default, the Association may pursue its remedies at law or in equity. All costs of collection including attorney fees and costs of the satisfaction shall be charged to and paid by the non paying member of any Sub-Association member and be included in the lien as any other assessable item.

Section 7. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment. In the event of foreclosure of said mortgage or mortgages such subordination shall apply only to the assessments which have become due and payable prior to the sale or transfer of such property pursuant to a foreclosure of the mortgage. Such sale or transfer shall not relieve such property from liability for any assessment thereafter becoming due nor from the lien of any subsequent assessment.

ARTICLE VIII

Compliance and Default

Section 1. Violations. In the event of a violation by a member of any of the provisions of these By-Laws or the Articles of Incorporation, the Association by the direction of its Board of Directors, may notify the member by written notice of said breach, and if such violation shall continue for a period of thirty (30) days from the date of the notice, the Association, through its Board of Directors, at its option, may have the following elections:

- (a) An action at law to recover damages on behalf of the Association or on behalf of the other members; or
- (b) An action in equity to enforce performance on the part of the member; or

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BEACH REC 2935 PAGE 807

(c) An action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief.

Section 2. No Waiver of Rights. The failure of the Association to enforce any right, provision, covenant or condition arising by virtue of the Articles of Incorporation or by these By-Laws shall not constitute a waiver of the right of the Association to enforce such right, provision, covenant or condition of the future.

ARTICLE IX

Amendments to the By-Laws

These By-Laws may be altered, amended or added to at any duly called meeting of the members, provided:

(1) Notice of the meeting shall contain a statement of the proposed amendment.

(2) The amendment shall be approved by the majority vote of the members voting at such meeting unless otherwise designated in the Articles of Incorporation or these By-Laws.

ARTICLE X

Parliamentary Rules

Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meeting when not in conflict with the Articles of Incorporation or these By-Laws.

ARTICLE XI

Conflicts

If any irreconcilable conflict should arise or exist with respect to the interpretation of these By-Laws and the Articles of Incorporation, the latter shall prevail.

APPROVED AND DECLARED AS THE BY-LAWS OF LUCERNE LAKES MASTER HOMEOWNERS ASSOCIATION, INC.

DATED this 22 day of September, 1978.

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BEACH REC 2935 PAGE 808

LUCERNE LAKES MASTER HOMEOWNERS
ASSOCIATION, INC.

(CORPORATE SEAL)

ATTEST:

Secretary

BY

Record Verified

President

Palm Beach County, Fla.

John B. Dunkle

Clerk Circuit Court

B3884 P.1355

FIRST AMENDMENT TO LUCERNE LAKES MASTER
DECLARATION OF COVENANTS AND RESTRICTIONS

WHEREAS, LUCERNE LAKES MASTER DECLARATION OF COVENANTS AND RESTRICTIONS filed for record in Official Record Book 2935, Page 769 et Seq on October 3, 1978, provides that the majority of the Board of Directors of the Master Association prior to the first meeting of the members may amend the Declaration of Covenants and Restrictions by filing instruments in writing recorded in the Public Records, Palm Beach County, Florida; and

WHEREAS, the Articles of Incorporation of Lucerne Lakes Master Homeowners' Association, Inc., a copy of which was attached to the Lucerne Lakes Master Declaration of Covenants and Restrictions as Exhibit "B" and incorporated by reference therein; and

WHEREAS, the Articles of Incorporation of Lucerne Lakes Master Homeowners' Association, Inc. have been amended as reflected in the Restatement of the Articles of Incorporation of Lucerne Lakes Master Homeowners' Association, Inc., filed with the Secretary of State, State of Florida, on December 15, 1978; and

WHEREAS, there has been a meeting of the Lucerne Lakes Master Homeowners' Association, Inc.'s Board of Directors for the purpose of amending the Lucerne Lakes Master Declaration of Covenants and Restrictions and said amendment was passed by unanimous vote of the Board of Directors;

NOW THEREFORE, the Lucerne Lakes Master Declaration of Covenants and Restrictions is hereby amended so that Exhibit "B" thereto, the Amendment to and Restatement of the Articles of Incorporation of Lucerne Lakes Master Homeowners' Association, Inc., is stricken in its entirety and the Restatement of the Articles of Incorporation of Lucerne Lakes Master Homeowners' Association, Inc. attached hereto shall replace Exhibit "B" and be substituted

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1979 MAR -3 AM 9:01

Lucerne, Palm Beach

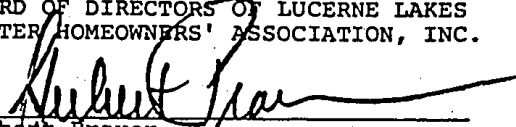
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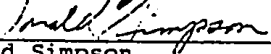
in its place and incorporated by reference into the Lucerne Lakes Master Declaration of Covenants and Restrictions under Article II thereof.

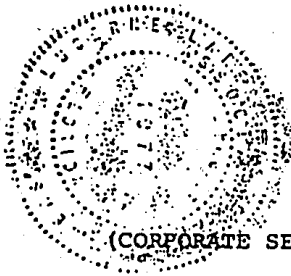
IN WITNESS WHEREOF, the Board of Directors of LUCERNE LAKES MASTER HOMEOWNERS' ASSOCIATION, INC. has caused this First Amendment to Lucerne Lakes Master Declaration of Covenants and Restrictions to be executed and to have the corporate seal affixed hereto, this 24th day of April, 1979.

BOARD OF DIRECTORS OF LUCERNE LAKES MASTER HOMEOWNERS' ASSOCIATION, INC.


Herbert Praver


David P. Schaffacker

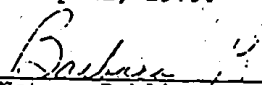

Donald Simpson



STATE OF FLORIDA)
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this 24 day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared HERBERT PRAVER, well known to me to be a member of the Board of Directors of Lucerne Lakes Master Homeowners' Association, Inc., and that he acknowledged executing the same, freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 24 day of April, 1979.


Notary Public, State of Florida at Large

My Commission Expires: Jan 7, 1981

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OFF REC 3052 PG 1369

STATE OF *Missouri*)

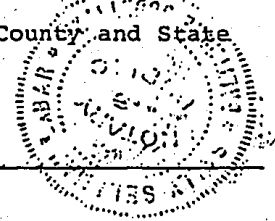
COUNTY OF)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared DAVID P. SCHEFFENACKER and DONALD SIMPSON, well known to me to be members of the Board of Directors of Lucerne Lakes Master Homeowners' Association, Inc., and that they acknowledged executing the same, freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 11 day of April, 1979.

Notary Public

My Commission Expires: . . .



This is not a certified copy

B3884 P1358

OFF REC 3052 PG 1370

State of Florida

DEPARTMENT OF STATE • DIVISION OF CORPORATIONS

I certify that the attached is a true and correct copy of Restated Articles of Incorporation of LUCERNE LAKES MASTER HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit, filed on December 15, 1978, as shown by the records of this office.

The charter number of this corporation is 740026.



GIVEN under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 19th day of December, 1978.

John G. ...
SECRETARY OF STATE

CER 101
7-21-78

OFF REC 3052 PG 1371

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FILED
Dec 15 8 02 AM '78
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

RESTATMENT OF THE ARTICLES OF INCORPORATION OF
LUCERNE LAKES MASTER HOMEOWNERS' ASSOCIATION, INC.

LUCERNE LAKES MASTER HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, under its corporate seal and the hands of its Directors, HERBERT PRAYER, DAVID SHEFFENACKER and DONALD SIMPSON, hereby certifies that:

At a duly called Special Meeting of the Board of Directors, held on the 22nd day of September, 1978, the following resolution was duly and unanimously adopted by the Board of Directors of the corporation:

RESOLVED, that effective on the date of filing with the Department of State, State of Florida, the Certificate of Incorporation of LUCERNE LAKES MASTER HOMEOWNERS' ASSOCIATION, INC., originally LUCERNE LAKES MASTER CONDOMINIUM ASSOCIATION, INC., which Certificate of Incorporation was approved and filed in the Office of the Secretary of State in Tallahassee, Florida, on the 31st day of August, 1977, be restated as follows, there being no further amendment nor discrepancy between the provisions of the theretofore amended Articles of Incorporation of LUCERNE LAKES MASTER HOMEOWNERS' ASSOCIATION, INC., and the provisions contained herein

ARTICLES OF INCORPORATION

OF

LUCERNE LAKES MASTER HOMEOWNERS' ASSOCIATION, INC.

(A Master Homeowners' Association)

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

ARTICLE I

NAME

The name of the corporation will be LUCERNE LAKES MASTER HOMEOWNERS' ASSOCIATION, INC. For convenience, the corporation will be referred to in this instrument as the Association.

ARTICLE II

PURPOSE

(2.1) The purpose for which the Association is organized is to provide an entity for the purpose of administering the areas owned or controlled by it and for coordinating the operation of all condominium association, homeowners' association or golf course owner members of it, and specifically for the purposes of providing for the care and maintenance of Lucerne Lakes Boulevard and the landscaping

B3884 P1360

drainage and irrigation, and street lighting relating thereto, as well as the care and maintenance of the master drainage system pertaining to Lucerne Lakes, a PUD development.

(2.2) The Association will make no distributions of income to its members, directors or officers.

ARTICLE III

POWERS

The powers of the Association will include and be governed by the following provisions:

(3.1) The Association will have all of the common law and statutory powers of a corporation not for profit that are not in conflict with the terms of these Articles and all powers granted to it under that certain Declaration of Covenants and Restrictions known as Lucerne Lakes Master Declaration of Covenants and Restrictions.

(3.2) The Association will have all the powers and duties reasonably necessary to administer the common areas, to accomplish its stated purposes and to coordinate the operation of all members, including but not limited to the following:

(a) To make and collect assessments against members to defray costs, expenses and losses of the Association and to provide for the care and maintenance of Lucerne Lakes Boulevard and the landscaping, drainage and irrigation, and street lighting relating thereto, as well as the care and maintenance of the master drainage system pertaining to Lucerne Lakes, a PUD development.

(b) To collect assessments by filing and foreclosing liens on lots and units located within Lucerne Lakes as may be provided in the By-Laws of the Association.

(c) To use the proceeds of assessments in the exercise of its powers and duties.

(d) To maintain, repair, replace and operate all areas controlled or owned by it.

(e) To purchase insurance for the protection of the Association, Sub-Associations, golf course owner, and their respective members as unit owners.

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OFF REC 3052 PG 1373

(f) To reconstruct improvements after casualty and to further improve the areas owned or controlled by it.

(g) To make and amend reasonable regulations respecting the use of the areas owned or controlled by it.

(h) To enforce by legal means the provisions of these Articles, the By-Laws of the Association and the regulations for the use of the areas owned or controlled by it.

(i) To contract for the management and operation of its areas, and to thereby delegate all powers and duties of the Association, except as are specifically required to have approval of the Board of Directors or the membership of the Association.

(j) To lease such portions of the common elements of its areas as are susceptible to separate management and operation.

(k) To accept title to real property to be held for the benefit of its members.

(l) To convey title to real property.

(3.3) All funds, except such portions thereof as are expended for the common expenses of the Association, and the titles of all properties will be held in trust for the members of the Association, in accordance with the provisions of the Articles of Incorporation and the By-Laws of the Association.

(3.4) The powers of the Association will be subject to and will be exercised in accordance with the provisions of the applicable law of the State of Florida and the By-Laws of the Association.

ARTICLE IV

MEMBERS

(4.1) The members of the Association will consist of all of the Sub-Associations organized under the laws of the State of Florida, being the entities responsible for the operation of the condominiums and home developments located within Lucerne Lakes, a PUD development, according to the master plan on file with the planning and zoning department of Palm Beach County, Florida.

B3884 P.1362

OFF REC 3052 PG 1374

(4.2) Each Sub-Association shall be entitled to one representative who shall be the voting member of the Association and shall serve until his successor is appointed in accordance with the By-Laws. The golf course owner shall be entitled to one representative who shall be the voting member of the Association and shall serve until his successor is appointed in accordance with the By-Laws.

(4.3) Each Sub-Association voting member shall have a number of votes equal to the number of residential dwelling units located on the lands to which the Sub-Association pertains.

(4.4) The owner of the golf course voting member shall have one vote.

ARTICLE V

DIRECTORS

(5.1) The affairs of the Association will be managed by a board consisting of the number of directors determined by the By-Laws of the Association, but not less than 3 directors; and in the absence of such determination, the number of directors will consist of 3. Directors need not be members of the Association.

(5.2) Directors of the Association will be elected at the annual meeting of the members in the manner determined by the By-Laws of the Association. Directors may be removed and vacancies on the Board of Directors will be filled in the manner provided by the By-Laws of the Association.

(5.3) The first election of the directors will not be held until the Developer, Landel Lucerne, Inc., or its successors or assigns, elects to terminate its control of the Association, or until the last Sub-Association which shall be a member of this Association shall come under the control of the members of said Sub-Association and all the property within Lucerne Lakes has been platted, whichever first occurs. Until the first meeting of the members, the Developer has the right to appoint all directors.

(5.4) The successor directors of the first Board of Directors named in the original Articles of Incorporation, who will hold office

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until their successors are elected or appointed and have qualified,
or until removed, are as follows:

HERBERT PRAVER

4341 Lisa Drive
Lake Worth, Florida 33463

DAVID SCHEFFENACKER

Arundel Corporation
110 West Road
Baltimore, Maryland 21204

DONALD SIMPSON

Arundel Corporation
110 West Road
Baltimore, Maryland 21204

ARTICLE VI

OFFICERS

The affairs of the Association will be administered by the officers designated in the By-Laws of the Association. Said officers will be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and will serve at the pleasure of the Board of Directors. The names and addresses of the officers who have been appointed as successors to those officers named in the original Articles of Incorporation are as follows:

HERBERT PRAVER, President/Treasurer

4341 Lisa Drive
Lake Worth, Florida
33463

DAVID SCHEFFENACKER, Vice President/
Secretary

Arundel Corporation
110 West Road
Baltimore, Maryland
21204

ARTICLE VII

INDEMNIFICATION

Every director and every officer of the Association will be indemnified by the Association against all expenses and liabilities including counsel fees, reasonably incurred by or imposed upon him in connection with any proceedings or any settlement of any proceeding 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, whether or not he is a director or officer at the time such expenses are incurred, except when the directors or officers are adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. Provided that in the event of a

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settlement the indemnification will apply only when the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification will be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE VIII

BY-LAWS

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

ARTICLE IX

AMENDMENTS

Amendments to these Articles of Incorporation will be proposed and adopted in the following manner:

(9.1) Notice of the subject matter of a proposed amendment will be included in the notice of any meeting at which a proposed amendment is considered.

(9.2) A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by the voting members of the Association. Directors and voting members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the secretary prior to the meeting. Except as elsewhere provided:

(a) Such approval must be by not less than two-thirds (2/3) of the votes entitled to be cast by the Board of Directors prior to the first meeting of the members; or

(b) By not less than 75% of the votes entitled to be cast by the entire voting membership of the Association after the first meeting of the members; or

(c) By not less than 80% of the votes entitled to be cast by the entire voting membership of the Association after the first meeting of the members.

(9.3) Provided, however, that no amendment will make any changes in the qualifications for membership nor the voting rights of members, without approval in writing by all voting members and the joinder of

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OFF REC 3052 PG 1377

all record owners or mortgagees upon the condominiums and residential units and homes, and no amendment will make any changes in the percentage of assessment payable by the members without the unanimous consent of all voting members.

(9.4) A copy of each amendment will be certified by the Secretary of State, State of Florida, and will be recorded in the Public Records of Palm Beach County, Florida.

ARTICLE X

The term of the Association will be perpetual.

ARTICLE XI

SUBSCRIBERS

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

| | |
|----------------|---|
| Herbert Praver | 4341 Lisa Drive Lake Worth, FL 33463 |
| Herman Ringler | 4341 Lisa Drive Lake Worth, FL 33463 |
| Diane Irwin | 4341 Lisa Drive Lake Worth, FL 33463 |

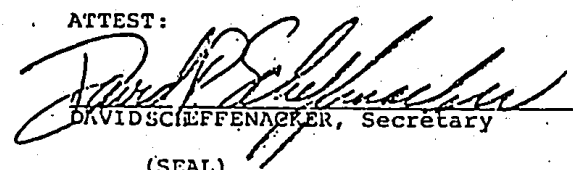
IN WITNESS WHEREOF, said corporation has caused this Certificate to be signed in its name by the Board of Directors and attested to by its Secretary, this 25 day of April, 1978.


HERBERT PRAVER


DAVID SCHEFFNER


DONALD SIMPSON

ATTEST:


DAVID SCHEFFNER, Secretary

(SEAL)

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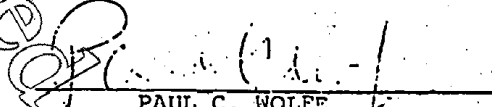
CERTIFICATE DESIGNATING PLACE OF BUSINESS OR
DOMICILE FOR THE SERVICE OF PROCESS WITHIN
THIS STATE, NAMING AGENT UPON WHOM PROCESS
MAY BE SERVED.

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

That LUCERNE LAKES MASTER HOME OWNERS ASSOCIATION, INC., (a
corporation not for profit) desiring to organize under the laws of
the State of Florida, with its principal office as indicated in the
Articles of Incorporation of the County of Palm Beach, State of
Florida, has named PAUL C. WOLFE, located at 601 Flagler Drive Court,
P. O. Drawer E, West Palm Beach, County of Palm Beach, State of
Florida, as its agent to accept service of process within this State.

ACKNOWLEDGMENT:

Having been named to accept service of process for the above-
stated corporation, at the place designated in this Certificate, I
hereby accept to act in this capacity and agree to comply with the
provisions of said Act relative to keeping open said office.


PAUL C. WOLFE

DATED: September 22, 1978

B3884 P1367

OFF REC 3052 PG 1379

Record Verifier
Palm Beach County, Fla.
John B. Gault
Clerk Circuit Court

SECOND AMENDMENT TO AND
RESTATEMENT OF LUCERNE LAKES
MASTER DECLARATION OF COVENANTS AND RESTRICTIONS

This instrument was prepared by:

Walter Cooper

NAME

PO Box 1000

ADDRESS

West Palm Beach

CITY AND STATE

WHEREAS, Lucerne Lakes Master Declaration of Covenants and Restrictions, filed for record in Official Record Book 2935, Page 769 et seq. on October 3, 1978, provides that the majority of the Board of Directors of Lucerne Lakes Master Home Owners Association, prior to the first meeting of the members, may amend the Declaration of Covenants and Restrictions by filing instruments in writing recorded in Public Records, Palm Beach County, Florida; and

WHEREAS, there has been a joint meeting of the Lucerne Lakes Master Home Owners Associations Board of Directors and voting members for the purpose of amending the Lucerne Lakes Master Declaration of Covenants and Restrictions, and said amendment was passed by the unanimous vote of the Board of Directors and voting members; and

WHEREAS, there have been meetings of such sub-association member of Lucerne Lakes Master Home Owners Association for the purpose of approving this amendment to the Lucerne Lakes Master Declaration of Covenants and Restrictions and said approval was passed by each sub-association.

NOW, THEREFORE, the Lucerne Lakes Master Declaration of Covenants and Restrictions as amended by First Amendment recorded in Official Record Book 3052, Page 1368, Public Records of Palm Beach County, Florida, is hereby amended and restated as follows:

ARTICLE I

DEFINITIONS

1. "Developer" shall mean D.C.A. of Lake Worth, Inc., a Florida corporation, (the successor and assign of Landel/Lucerne, Inc.), or its successors or assigns.
2. "Lucerne Lakes Boulevard" shall mean that certain road so labeled as shown on the plat(s) or replat(s), now recorded or hereafter to be recorded in the Public Records of Palm Beach County, Florida, relating to Lucerne Lakes.

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3. "Columbia Drive" shall mean that road so labeled as shown on the plat(s) or replat(s), now recorded or hereafter to be recorded in the Public Records, Palm Beach County, Florida, relating to Lucerne Lakes.

ARTICLE II

MASTER HOMEOWNERS' ASSOCIATION

For the purposes of enforcing this Declaration of Covenants and Restrictions and fulfilling obligations created hereunder, a master property owners association has been created known as Lucerne Lakes Master Homeowners' Association, Inc., a Florida corporation not for profit (hereinafter to be called Master Association).

All rights, powers, duties, and obligations vested in the Master Association pursuant to the Articles of Incorporation and By-Laws of the Master Association are hereby incorporated in this Declaration of Covenants and Restrictions. All such rights, powers, duties and obligations are hereby deemed to be cumulative. Any amendments to such Articles and By-Laws shall automatically be deemed amendments to this Declaration, without recordation of the same in the public records. In case of conflict between the Declaration and the Articles or By-Laws, the Declaration shall prevail.

The Master Association is empowered to adopt and enforce whatever administrative rules and regulations it deems necessary to carry out its purposes, powers, rights, obligations and powers.

ARTICLE III

SUB-ASSOCIATIONS

It is the intent of the Declarants to construct on Lucerne Lakes a planned urban development by phase development as shown on the Master Land Use Plan pertaining to Lucerne Lakes on file with the Planning, Building, & Zoning Department of Palm Beach County, Florida. It is further the intent to sell and convey certain phases of Lucerne Lakes to individual developers for the purposes of the development of the same.

Each individual developer shall be required to form a Sub-Association, whether the same be a homeowners or condominium association, for the purpose of caring for, maintaining,

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controlling, and preserving whatever common elements, properties, roads, recreation areas, or otherwise, that are or will be constructed within the respective phase.

Each Sub-Association must be a member of the Master Association and is subject to this Declaration of Covenants and Restrictions.

ARTICLE IV

GOLF COURSE OWNER

The owner of the golf course shown on the Master Land Use Plan of Lucerne Lakes must be a member of the Master Association and is subject to this Declaration of Covenants and Restrictions.

ARTICLE V

MAINTENANCE OF LUCERNE LAKES BOULEVARD AND COLUMBIA DRIVE, DRAINAGE, AND ASSOCIATION PROPERTY

The Master Association is charged with the responsibility for the care, maintenance, preservation and repair of Lucerne Lakes Boulevard and Columbia Drive and the landscaping, drainage, irrigation and street lighting related thereto, the master drainage system pertaining to Lucerne Lakes and any and all other property, whether real or personal, belonging to or required by it. The costs of such care, maintenance, preservation and repair may be assessed to the members of the Master Association as hereinafter provided.

ARTICLE VI

ASSESSMENTS AND LIENS

The Board of Directors of the Master Association has the power to and shall fix and determine, from time to time, the sum or sums necessary and adequate for the general expenses of the Master Association.

General assessments are necessarily made upon projections and estimates of the Board of Directors and may be in excess or less than the sums required to meet the cash requirements and reserve of the Master Association, in which event the Board of Directors may increase or decrease the amount of such assessment and make such adjustments in cash or otherwise as they shall deem proper, including the assessment of each member for its pro-rata share of any deficits and the normal and necessary operating expenses.

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B3673 P1660

Assessments shall be made for the purpose of defraying the cost and expenses of the Master Association, including but not limited to the cost of the care, maintenance, preservation, and repair of Lucerne Lakes Boulevard and Columbia Drive, and the landscaping, drainage and irrigation and street lighting related thereto; the cost of the care, maintenance, preservation and repair of the master drainage system pertaining to Lucerne Lakes, the cost of any insurance for the Master Association's properties or its members; the cost of purchase of any equipment or machinery necessary for carrying out the purposes and powers of the Master Association; any such other costs necessarily incurred in the maintenance of a corporate office and in the day to day operation of the Master Association as a corporate entity, including but not limited to expenses necessary to meet taxes, hire attorneys, accountants, other professionals and personnel; and the maintenance of a reserve of funds deemed necessary by the Board of Directors to cover all necessary costs of the Master Association and to cover any emergencies which may arise.

Assessments shall be made against the members of the Master Association in the following manner.

(a) Golf course owner - the assessment shall be \$500.00 or 10% of the total annual assessment, whichever is less. The golf course owners assessment shall be applied to the assessment for Lucerne Lakes Boulevard "North" and Columbia Drive.

(b) Sub-Associations - the assessment for each sub-association shall be made upon a proportionate share of six separate categories of expenses. The proportion shall be based upon the number of units (as defined herein) located within any one sub-association at the time the assessment is made in relation to the total number of units located within the entire development of Lucerne Lakes, or the number of units in Lucerne Lakes either north or south of the L-13 canal. For example, if "a" equals the number of units located within one sub-association, at the time the assessment is made, and "b" equals the total number of units in Lucerne Lakes, at the time the assessment is made, then the proportion share would be $\frac{a}{b}$

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B3673 P1661

multiplied by the assessment.

The six categories of expenses are as follows:

1. Lucerne Lakes Blvd. "North" - Assessment for costs of maintaining, preserving and repairing Lucerne Lakes Boulevard north of the L-13 Canal and Columbia Drive, the related landscaping, drainage, irrigation and street lighting expenses less the golf course owners assessment.
2. Lucerne Lakes Blvd. "South" - Assessment for costs of maintaining, preserving and repairing Lucerne Lakes Boulevard south of the L-13 Canal, the related landscaping, drainage, irrigation and street lighting expenses less the golf course owners assessment.
3. "North" drainage - Assessment for the costs of maintaining, preserving and repairing the master drainage system to the north of the L-13 canal.
4. "South" drainage - Assessment for the costs of maintaining, preserving and repairing the master drainage system to the south of the L-13 canal.
5. Administrative Expense - Cost of all other expenses, specifically excluding maintenance and capital improvements.
6. Capital Improvements.

These expenses shall be assessed against the sub-associations as follows:

1. Administrative Expenses - The cost of all administrative expenses shall be divided among all sub-associations in proportionate shares based upon the total number of units located within the entire development of Lucerne Lakes. For example, if "a" equals the number of units located within a single sub-association, and "b" equals the number of units within the entire development of Lucerne Lakes, and "c" equals the total cost for all administrative expenses, then that sub-association's assessment would be $\frac{a}{b} \times c$.
2. "North" drainage - The costs of the north drainage expenses shall be divided proportionately among the sub-associations.

B3673 P.1662
B3884 P.1372

to the north of the L-13 canal based upon the total number of units located in the Lucerne Lakes development north of the L-13 canal. For example, if "a" equals the number of units in a single sub-association north of the L-13 canal and "b" equals the number of units located in the Lucerne Lakes development north of the L-13 canal, and "c" equals the cost of the "North" drainage expenses, then that sub-association's assessment would be $\frac{a \times c}{b}$. The sub-associations south of the L-13 canal shall not be assessed for "North" drainage expenses.

3. "South" drainage - The costs of the south drainage expenses shall be divided proportionately among the sub-associations to the south of the L-13 canal based upon the total number of units located in the Lucerne Lakes development south of the L-13 canal. For example, if "a" equals the number of units in a single sub-association south of the L-13 canal and "b" equals the number of units located in the Lucerne Lakes development south of the L-13 canal, and "c" equals the cost of the "South" drainage expenses, then that sub-association's assessment would be $\frac{a \times c}{b}$. The sub-associations north of the L-13 canal shall not be assessed for "South" drainage expenses.

4. Lucerne Lakes Boulevard "North" - The cost of Lucerne Lakes Boulevard "North" expenses, less the golf course share, shall be divided among all sub-associations proportionately based upon the total number of units located within the entire development of Lucerne Lakes. For example, if "a" equals the number of units located within a single sub-association, and "b" equals the number of units within the entire development of Lucerne Lakes, and "c" equals the total cost for Lucerne Lakes Boulevard "North" expenses, then that sub-association's assessment would be $\frac{a \times c}{b}$.

5. Lucerne Lakes Boulevard "South" - The cost of the Lucerne Lakes Boulevard "South" expenses shall be divided proportionately among the subassociations to the south of the L-13 canal based upon the total number of units located

B3884 P1373

B3673 P1663

in the Lucerne Lakes development south of the L-13 canal. For example, if "a" equals the number of units in a single sub-association south of the L-13 canal, and "b" equals the number of units located in the Lucerne Lakes development south of the L-13 canal, and "c" equals the cost of the Lucerne Lakes Boulevard "South" expenses, then that sub-association's assessment would be $\frac{a}{b} \times c$. The sub-associations north of the L-13 canal shall not be assessed for cost of Lucerne Lakes Boulevard "South".

6. Capital Improvements - assessments for capital improvements may only be made by an affirmative vote of two-thirds of all voting members and shall be prorated as agreed upon by the same two-thirds of all voting members. "Maintenance, preservation and repair" as defined herein does not include the costs of the initial installation of roads, landscaping, drainage, irrigation, or maintaining construction sites, these being in the nature of capital improvements. Any costs for capital improvements undertaken and installed by a developer shall be paid for by the developer. Voting by members with regard to capital improvements shall have no effect until the developer terminates control of the Master Association as provided herein.

Unit shall mean any single family residence, whether the same be an apartment unit, condominium unit, single family home or other type of residence, which has been fully constructed and for which a final certificate of occupancy has been obtained from the appropriate governmental agency.

The Board of Directors shall adopt a budget for each fiscal year that shall include the estimated funds required to defray anticipated expenses and to provide and maintain funds to cover current expenses and reserves, including a reasonable allowance for contingencies, betterments and operations, the amount of which may be to provide working funds or to meet losses.

All sums collected by the Master Association from assessments may be commingled in a single fund or divided into more than one fund, as determined by the Board of Directors.

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The amount of the total annual assessment shall be determined on an annual basis, which shall be payable in semi-annual installments. When the Board of Directors has determined the amount of the budget and the assessment each member is required to pay, the Secretary shall submit a statement of the assessment to each member, setting forth the amount of the annual assessment and the amount of the installment due. If the number of units has changed since the previous installment, the Board of Directors shall recalculate the semi-annual assessment due from the member in accordance with the foregoing formulas and the Secretary shall make adjustments in the statement in accordance therewith.

The installment shall be calculated in accordance with the number of units for which a certificate of occupancy has been issued as of the date of the calculation (which shall be no longer than sixty days prior to the due date of the installment).

Nothing contained in this amendment shall alleviate the sub-associations' previous obligations to pay assessments. Any amounts due and owing at the time of this amendment shall be paid in full by the sub-associations.

Each statement shall state the date upon which the semi-annual installment assessment is due, and thereafter said assessment shall bear the interest rate of 10% per annum, simple interest until paid.

The Master Association may use any legal or equitable remedy to collect assessments past due, including but not limited to charging a pro-rata share of any delinquent assessment from the individual members of any delinquent sub-association member as set forth below. A pro-rata assessment shall mean the amount of total assessment due and owing by the sub-association member divided by the number of members of such sub-association.

Each of the lots, or units within Lucerne Lakes belonging to any member of the sub-association member of the Master Homeowners' Association are automatically made subject to a lien and permanent charge in favor of the Master Association

B3673 P.1665
B3884 P.1375

therein, if any, shall constitute a permanent charge upon and a continuing lien on the lot or unit to which such assessments relate and such permanent charge and lien shall bind such lot or unit in the hands of any and all persons.

In the event that any assessment shall not have been paid by the sub-association member within thirty (30) days of the due date, the Secretary of the Master Association may send a delinquency notice by certified mail to the delinquent member, and to the members of the defaulting sub-association member designating their pro-rata share of such assessment. In the event that any pro-rata share of such assessment shall not have been paid within thirty (30) days of the receipt of said delinquency notice, the Treasurer shall certify to the Board of Directors the name(s) and address(es) as well as the amount of the pro-rata assessment of the member(s). The Board of Directors shall then cause to be prepared, for execution by the President of the Master Association, a Notice of Lien to be filed with the Clerk of the Circuit Court of Palm Beach County, Florida. When necessary, on receipt of payment of a delinquent pro-rata assessment, a satisfaction of lien shall be executed by the President and recorded. In the event that any pro-rata share of any assessments continues to remain in default, the Master Association may pursue its remedies at law or in equity. All costs of collection including attorney fees and costs of the satisfaction shall be charged to and paid by the non paying member of any sub-association member and be included in the lien as any other assessable item.

The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment. In the event of foreclosure of said mortgage or mortgages such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a foreclosure of the mortgage. Such sale or transfer shall not relieve such property from liability for any assessment thereafter becoming due nor from the lien of any subsequent assessment.

B3884 P1376

B3673 P1666

Any and all assessment lien rights presently vested in Lucerne Lakes Home Owners Association, Inc. by virtue of that certain document entitled Lucerne Lakes Declaration of Covenants, Conditions and Restrictions dated September 7, 1977 and recorded in Official Record Book 2733, Page 715, Public Records, Palm Beach County, Florida, are hereby assigned and delegated to the Master Association in the event of default in payment of assessments by Lucerne Lakes Home Owners Association, Inc. as set forth above.

No change may be made in the percentage of assessments payable by members of the Master Association without unanimous consent of all voting members.

ARTICLE VII

DEDICATION OF LUCERNE LAKES BOULEVARD

The Board of Directors of the Master Association has the power and retains the right to dedicate Lucerne Lakes Boulevard and Columbia Drive to Palm Beach County, Florida, notwithstanding any term, condition, or covenant contained herein, in which event the obligation of maintenance of the same shall cease.

ARTICLE VIII

FIRST MEETING OF THE MEMBERS OF THE MASTER ASSOCIATION.

Until the Developer elects to terminate control of the Master Association or until the last sub-association which shall be a member of this Association shall come under the control of the members of said sub-association, and all the property within Lucerne Lakes has been platted, whichever first occurs, there shall be no annual or special meeting of the members of the Master Association, and, should a meeting be called, the proceedings shall have no effect unless approved by the Board of Directors of the Association. However, the Developer may waive this proviso, in whole or in part, by consenting in writing to a meeting of the membership for the purposes set forth therein.

Until the first meeting of the members of the Master Association, the Developer has the right to appoint all directors of the Master Association.

B3884 P.1377

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ARTICLE IX

PROPERTY SUBJECT TO DECLARATION

The property subject to this Declaration of Covenants and Restrictions is described in Exhibit "A" attached to the original Declaration of Restrictions filed for record in Official Record Book 2935, Page 769 et seq., Palm Beach County, Florida.

ARTICLE X

DURATION

This Declaration of Covenants and Restrictions and any amendments thereto are hereby deemed to be a perpetual duration, running with the land, and binding upon all parties and persons claiming under them.

ARTICLE XI

ENFORCEABILITY AND SEVERABILITY

Each and all of the covenants and restrictions shall be enforceable by injunction or other form of action available to the parties aggrieved, or to the Declarants, or its successors or assigns. Invalidation of any part of this Declaration of Covenants and Restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

ARTICLE XII

INSTRUMENT OF CONVEYANCE

Subsequent to the recording of this Declaration of Covenants and Restrictions in the Public Records of Palm Beach County, Florida, each and every deed, (or other conveyance document) conveying the said lands or any part thereof, shall, upon its face, expressly recite that said deed (or other conveyance document) and conveyance is subject to the herein contained restrictions and shall recite the Official Records Book and page numbers wherein this Declaration of Covenants and Restrictions is recorded in the Public Records of Palm Beach County, Florida. These restrictions shall be covenants running with the said land, be a part thereof, and be binding upon the land and the owners thereof and its/their successors, successors in title, designees, grantees and assigns.

B3884 P1378

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ARTICLE XIII

LIABILITY

The Declarants, or the Master Association, or their assignees or nominees, shall not in any manner be held liable or responsible, either directly or indirectly, for any violation of this Declaration of Covenants and Restrictions by a person or entity other than themselves.

ARTICLE XIV

AMENDMENT

This Declaration of Covenants and Restrictions may be amended, or altered by instruments in writing recorded in the Public Records, Palm Beach County, Florida, approved by (1) the majority of the Board of Directors of the Master Association prior to the first meeting of the members or by two-thirds (2/3) of the members or two-thirds (2/3) of the Board of Directors of the Master Association after the first meeting of the members.

ARTICLE XV

SIGNAGE

The Developer shall have the right to erect signs along the sides of Lucerne Lakes Boulevard among the grassy or landscaped areas and in other common areas belonging to the Master Association and shall be responsible for the maintenance of any such signs.

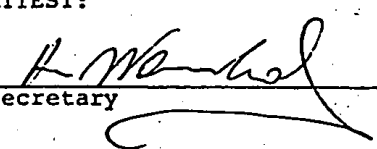
IN WITNESS WHEREOF, these parties have caused these presents to be executed in their names, and their corporate seals to be hereunto affixed by their proper officers thereunto duly authorized, this 20 day of August, 1981.

LUCERNE LAKES MASTER HOMEOWNERS
ASSOCIATION, INC., A FLORIDA
non-profit corporation

By


President

ATTEST:


Secretary

B33884 P.1879

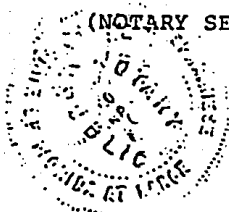
B33673 P.1669

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day before me an officer duly authorized to take acknowledgments in the State and County aforesaid personally appeared Carl Palmisano and Harry Wainkel, as President and Secretary respectively of LUCERNE LAKES MASTER HOME OWNERS ASSOCIATION, INC., a Florida non-profit corporation, and they acknowledged before me that they executed the foregoing instrument on behalf of said corporation.

WITNESS my hand and seal this 20th day of August, 1981.

[Signature]
Notary Public
My commission expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES APR 14 1984
BONDED WITH GENERAL INS. UNDERWRITERS



LUCERNE LAKES HOME OWNERS ASSOCIATION, INC., a Florida non-profit corporation

By: [Signature]
President

ATTEST:
[Signature]
Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day before me an officer duly authorized to take acknowledgments in the State and County aforesaid personally appeared SIDNEY M. KLEIN and Bennett H. Lee, as President and Secretary respectively of LUCERNE LAKES HOME OWNERS ASSOCIATION, INC., a Florida non-profit corporation, and they acknowledged before me that they executed the foregoing instrument on behalf of said corporation.

WITNESS my hand and seal this 4 day of June, 1981.

[Signature]
Notary Public
My commission expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT. 4 1982
BONDED WITH GENERAL INS. UNDERWRITERS



LUCERNE LAKES NORTH HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation

By: [Signature]
President

ATTEST:
[Signature]
Secretary

B3673 P1670

B3884 P1380

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day before me an officer
duly authorized to take acknowledgments in the State and County
aforesaid personally appeared BERNARD MEYER and
CAROLIN JONES, as President and Secretary respectively
of LUCERNE LAKES NORTH HOMEOWNERS ASSOCIATION, INC., a Florida
non-profit corporation, and they acknowledged before me that
they executed the foregoing instrument on behalf of said
corporation.

WITNESS my hand and seal this 3RD day of June,
1981.



M. Ann S. Lunt
Notary Public

My commission expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES APR 10 1984
BONDED THRU GENERAL INS. UNDERWRITERS

~~VILLAS AT LUCERNE LAKES HOMEOWNERS
ASSOCIATION, INC., a Florida non-profit
corporation~~

By _____
President

~~SECRET:~~

Secretary

~~STATE OF FLORIDA
COUNTY OF PALM BEACH~~

~~I HEREBY CERTIFY that on this day before me an officer
duly authorized to take acknowledgments in the State and County
aforesaid personally appeared _____ and
_____, as President and Secretary respectively
of VILLAS AT LUCERNE LAKES HOMEOWNERS ASSOCIATION, INC., a Florida
non-profit corporation, and they acknowledged before me that
they executed the foregoing instrument on behalf of said
corporation.~~

WITNESS my hand and seal this _____ day of _____,
19__.

Notary Public
My commission expires:

(NOTARY SEAL)

B3673 P1671

B3884 P1381

This is Not a Certificate

LUCERNE LAKES ASSOCIATES, LTD.,
a Florida limited partnership

By Herbert Praver
General Partner

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day before me an officer
duly authorized to take acknowledgments in the State and County
aforesaid personally appeared Herbert Praver, as
General Partner of LUCERNE LAKES ASSOCIATES, LTD., a Florida
limited partnership, and they acknowledged before me that
they executed the foregoing instrument on behalf of said limited
partnership.

WITNESS my hand and seal this 18 day of June,
1981.



Barbara B. Gordon
Notary Public

My commission expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JAN. 7 1985
BONDED THRU GENERAL INS. UNDERWRITERS

VILLAS AT LUCERNE LAKES HOMEOWNERS
ASSOCIATION, INC., a Florida non-profit
corporation

By Irving N. Metzger
President

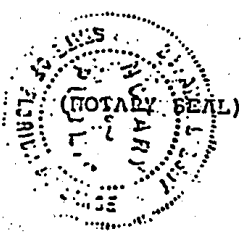
ATTEST:

Symour Taylor
Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day before me an officer
duly authorized to take acknowledgments in the State and County
aforesaid personally appeared IRVING N. METZGER and
Symour Taylor, as President and Secretary respectively
of VILLAS AT LUCERNE LAKES HOMEOWNERS ASSOCIATION, INC., a Fla. non-profit corp. & they
acknowledged before me that they executed the foregoing
instrument
on behalf of said corporation.

WITNESS my hand and seal this 3rd day of June,
1981.



A. Lee L. Hunt
Notary Public

My commission expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES APR 10 1984
BONDED THRU GENERAL INS. UNDERWRITERS

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LUCERNE ENTERPRISES, INC., A
Florida corporation

By Herbert Praver
HERBERT PRAVER President

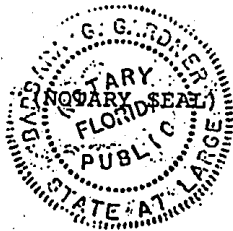
ATTEST:

Herbert Praver
HERBERT PRAVER Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day before me an officer
duly authorized to take acknowledgments in the State and County
aforesaid personally appeared Herbert Praver ~~and~~
Herbert Praver, as President and Secretary ~~respectively~~
of LUCERNE ENTERPRISES, INC., a Florida corporation, and
he acknowledged before me that he executed the foregoing
instrument on behalf of said corporation.

19 81 WITNESS my hand and seal this 18 day of June



Barbara H. Gardner
Notary Public

My commission expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JAN. 7 1985
BONDED THRU GENERAL INS. UNDERWRITERS.

LUCERNE LAKES CORPORATION, INC.,
a Florida corporation

By Herbert Praver
HERBERT PRAVER President

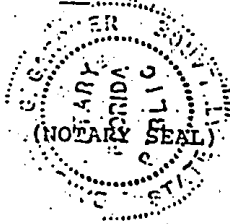
ATTEST:

Herbert Praver
HERBERT PRAVER Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day before me an officer
duly authorized to take acknowledgments in the State and County
aforesaid personally appeared Herbert Praver ~~and~~
Herbert Praver, as President and Secretary ~~respectively~~
of LUCERNE LAKES CORPORATION, INC., a Florida corporation, and
he acknowledged before me that he executed the foregoing
instrument on behalf of said corporation.

19 81 WITNESS my hand and seal this 18 day of June



Barbara H. Gardner
Notary Public

My commission expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JAN. 7 1985
BONDED THRU GENERAL INS. UNDERWRITERS

B3673 P1673

B3884 P1383

FLORIDA GARDEN LAND AND DEVELOPMENT CORPORATION, INC., a Florida corporation.

By [Signature]
V. President

ATTEST:

[Signature]
Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day before me an officer duly authorized to take acknowledgments in the State and County aforesaid personally appeared G. J. Beachler and A. V. [Signature], as President and Secretary respectively of FLORIDA GARDEN LAND AND DEVELOPMENT CORPORATION, INC., a Florida corporation, and they acknowledged before me that they executed the foregoing instrument on behalf of said corporation.

WITNESS my hand and seal this 5th day of July, 1981.



[Signature]
Notary Public
My commission expires: NOTARY PUBLIC STATE OF FLORIDA AT LAKELAND
MY COMMISSION EXPIRES APR. 2 1983
BONDED THRU GENERAL INS. UNDERWRITERS

DCA OF LAKE WORTH, INC., a Florida corporation

By [Signature]

ATTEST:

[Signature]

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day before me an officer duly authorized to take acknowledgments in the State and County aforesaid personally appeared CARL PALMISIANO and LUIS A. CLARK, as PRESIDENT and SECRETARY, respectively of DCA OF LAKE WORTH, INC., a Florida corporation, and he acknowledged before me that he executed the foregoing instrument on behalf of said corporation.

WITNESS my hand and seal this 20th day of August, 1981.



[Signature]
Notary Public
My commission expires:

B3673 P1674

B3884 P1384

SUNRISE OF PALM BEACH CONDOMINIUM
ASSOCIATION NO. 1, INC.

By [Signature]
President

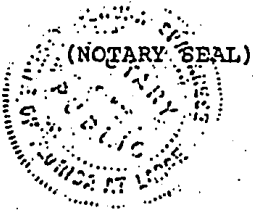
ATTEST

[Signature]
Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day before me an officer
duly authorized to take acknowledgments in the State and County
aforesaid personally appeared Carl Palmisciano and
Luis A. Clark, as President and Secretary respectively
of SUNRISE OF PALM BEACH CONDOMINIUM ASSOCIATION NO. 1, INC.,
and they acknowledged before me that they executed the
foregoing instrument on behalf of said corporation.

WITNESS my hand and seal this 20th day of August,
1981.



[Signature]
Notary Public
My commission expires:
COUNTY PUBLIC STATE OF FLORIDA AT LARGE
COMMISSION EXPIRES FEB 14 1984
3000 WEST CENTRAL AVE., UNDERWRITERS

SUNRISE OF PALM BEACH CONDOMINIUM
ASSOCIATION NO. 2, INC.

By [Signature]
President

ATTEST:

[Signature]
Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day before me an officer
duly authorized to take acknowledgments in the State and County
aforesaid personally appeared Carl Palmisciano and
Luis A. Clark, as President and Secretary respectively
of SUNRISE OF PALM BEACH CONDOMINIUM ASSOCIATION NO. 2, INC.,
and they acknowledged before me that they executed the
foregoing instrument on behalf of said corporation.

WITNESS my hand and seal this 20th day of August,
1981.

B3673 P1675



[Signature]
Notary Public
My commission expires:

B3884 P1385

SUNRISE OF PALM BEACH CONDOMINIUM
ASSOCIATION NO. 3, INC.

By *Carl Palmisciano*
President

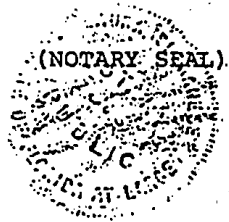
ATTEST:
[Signature]
Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day before me an officer
duly authorized to take acknowledgments in the State and County
aforesaid personally appeared *CARL PALMISCIANO* and
LOUIS A. CLARK, as President and Secretary respectively
of SUNRISE OF PALM BEACH CONDOMINIUM ASSOCIATION NO. 3, INC.,
and they acknowledged before me that they executed the
foregoing instrument on behalf of said corporation.

WITNESS my hand and seal this *20th* day of *August*,
19*87*.

[Signature]
Notary Public
My commission expires:



NOTARY PUBLIC STATE OF FLORIDA AT LARGE
My Commission Expires on 12/31/88
Louis A. Clark, Notary Public

Top Certified Copy

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B3884 P1386

RECOMMENDED
PALM BEACH COUNTY, FLA
JOHN A. WINKLER
CLERK CIRCUIT COURT

AMENDMENT TO BY-LAWS OF LUCERNE LAKES MASTER HOME OWNERS ASSOCIATION

LUCERNE LAKES MASTER HOME OWNERS ASSOCIATION, INC., a Florida corporation, under its corporate seal and the hands of its Directors, CARL PALMISCIANO RICK KAUFMAN and HARRY VAINSHAL, hereby certify that:

At a duly called special joint meeting of the Board of Directors and voting members of the LUCERNE LAKES MASTER HOME OWNERS ASSOCIATION held on the 26 day of January, 1981, the following resolution was duly and unanimously adopted by the Board of Directors and the members of the corporation:

RESOLVED: That the By-Laws of the Association adopted the 22nd day of September, 1978 are hereby amended as follows:

Article IV, Section 1 is amended to read as follows:

"Section 1. Time. The annual members' meeting shall be held at some time during the month of _____ January of each year as stated by the Secretary in the notice of meeting for the purpose of electing Directors and transacting any other business authorized to be transacted by the members, and special meetings shall be held on the date and the time stated in the notice thereof; provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next succeeding day."

Article IV, Section 3, is amended to read as follows:

"Section 3. Notices. It shall be the duty of the Secretary to deliver a notice of each annual or special meeting, stating the time and place thereof, to each member at least ten (10) days but not more than thirty (30) days prior to such meeting. Notice of any special meeting shall state the purpose thereof. All notices shall be served at the address of the member as it appears on the books of the Association."

Article V, Section 7, is amended to read as follows:

"Section 7. First Meeting of Members. The first annual meeting shall be held during the first month after the Developer elects to terminate its control of the Association

B3884 P1387

or after the last Sub-Association shall come under the control of the members of said Sub-Association, whichever first occurs."

Article VII, Sections 4-6 are deleted and Section 4 is amended to read as follows:

"Section 4. Determination and Collection of Assessments.

The Board of Directors has the power to and shall make and collect assessments, as provided in the Amended and Restated Lucerne Lakes Master Declaration of Covenants and Restrictions."

IN WITNESS WHEREOF, said corporation has caused this certified to be signed in its name by the Board of Directors and members and attested to by its Secretary this 26 day of January 1981.

[Signature]

Director

[Signature]

Director

[Signature]

Director

LUCERNE LAKES HOMEOWNERS ASSOCIATION, INC.

By *[Signature]*

LUCERNE LAKES NORTH HOMEOWNERS ASSOCIATION, INC

By *[Signature]*

VILLAS AT LUCERNE LAKES HOMEOWNERS ASSOCIATION, INC.

By *[Signature]*

FLORIDA GARDENS LAND AND DEVELOPMENT CORP. INC.

By *[Signature]*

SUNRISE OF PALM BEACH CONDOMINIUM ASSOCIATION NO. 1, INC.

By *[Signature]*

SUNRISE OF PALM BEACH CONDOMINIUM ASSOCIATION NO. 2, INC.

By *[Signature]*

SUNRISE OF PALM BEACH CONDOMINIUM ASSOCIATION NO. 3, INC.

By *[Signature]*

ATTEST:
[Signature]

Secretary

B3884 P1388

THIS IS NOT A CERTIFIED COPY

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
00.30

FLORIDA
SERIAL
00.55

GRANT OF EASEMENT

Executed this 20th day of July, A.D.,
1978, by

LUCERNE LAKES MASTER HOMEOWNERS' ASSOCIATION,
INC., a Florida corporation not for profit,
having its principal place of business at
4341 Lisa Drive, Lake Worth, FL 33463

first party, to

LANDEL/LUCERNE, INC., a Maryland corporation,
whose principal place of business is at
110 West Road, Baltimore, MD 21204;

FLORIDA GARDENS LAND AND DEVELOPMENT CORPORATION,
a Florida corporation not for profit, whose principal
place of business is at 4 Ohio Road, Lake Worth,
FL 33463;

LUCERNE LAKES ASSOCIATES, LTD., a Florida Limited
Partnership whose post office address is 4341 Lisa
Drive, Lake Worth, FL 33463;

All members of LUCERNE LAKES MASTER HOMEOWNERS'
ASSOCIATION, INC., a Florida corporation not for
profit, (as described in the Articles of Incorporation
of said corporation, as it may be amended from time
to time, those being certain subassociations, condomin-
ium associations and golf course owner) and the respec-
tive members thereof,

second parties, and the successors and assigns:

WITNESSETH, that the said first party, for and in con-
sideration of the sum of TEN DOLLARS (\$10.00) in hand paid by
said parties, the receipt whereof is hereby acknowledged, does
hereby grant, bargain, sell and convey unto the said second
parties and their successors and assigns, an easement and right-
of-way for the purpose of ingress, egress, and use as a road in
and to the following described road known as Lucerne Lakes
Boulevard, situate, lying and being in the County of Palm Beach,
State of Florida, to-wit:

This Instrument prepared by:
Margaret L. Cooper
ONES, PAINE & FOSTER, P.A.
P.O. Drawer E
1st Palm Beach, Florida 33402
305) 659-3000

PALM BEACH OFF REC 2935 PAGE 763

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THIS IS A COPY

That tract of land known as Lucerne Lakes Boulevard, as shown and identified as Tract "A" on Plat No. 1, Lucerne Lakes (PUD) a replat of a Portion of Block 29, Palm Beach Farms Co. Plat No. 3, filed for record May 22, 1973 in Plat Book 30, Pages 41 and 42, Public Records of Palm Beach County, Florida;

and that tract of land known as Lucerne Lakes Boulevard, as shown and identified as Tract "A" on Plat No. 2, Lucerne Lakes (PUD) a replat of a Portion of Block 29 of Palm Beach Farms Co. Plat No. 3, filed for record April 28, 1978 in Plat Book 32, Pages 191 and 192, Public Records of Palm Beach County, Florida,

IN WITNESS WHEREOF the said first party has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered in the presence of:

Barbara H. Hudson
Elizabeth Sublett

LUCERNE LAKES MASTER HOMEOWNERS ASSOCIATION, INC.

BY: Robert Weaver President

ATTEST: [Signature] Secretary

(CORPORATE SEAL)

STATE OF Florida)
COUNTY OF Palm Beach) ss

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Robert Weaver well known to me to be the President and Elizabeth Sublett respectively of the corporation named as first party in the foregoing deed, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 30 day of July, 1978.

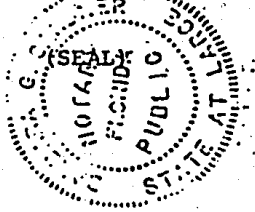
Barbara H. Hudson
Notary Public

My Commission Expires:

Jan 7, 1981

Record Verified
Palm Beach County, Fla.
John B. Durkie
Clerk Circuit Court

B3884 P1390





FLORIDA DEPARTMENT OF STATE
George Firestone
Secretary of State

D.W. McKinnon, Director
Division of Corporations
904/488-9636

Mrs. Nettie Sims, Chief
Bureau of Corporate Records
904/488-9383

February 22, 1982

Margaret L. Cooper, Atty.
P.O. Drawer E
W. Palm Bch., Fla. 33402

Re: Charter Number 740026
Ref #: 20

Dear Ms. Cooper:

This will acknowledge receipt of your Amendment to the Articles of Incorporation of LUCERNE LAKES MASTER HOMEOWNERS' ASSOCIATION, INC., which was filed on February 17, 1982. Your remittance totaling \$30.00 has been received. Enclosed please find a certified copy.

Should you have any questions regarding this matter, please telephone (904) 487-1322, the Word Processing section.

Sincerely,

D. W. McKinnon, Director
Division of Corporations

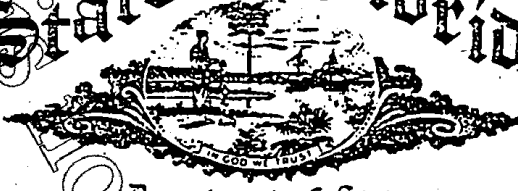
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Division of Corporations • P.O. Box 6327 • Tallahassee, Florida 32301

VP-101
3/81

This
State of Florida



Department of State

I certify that the attached is a true and correct copy of Certificate of Amendment to the Articles of Incorporation of LUCERNE LAKES MASTER HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit, filed on February 17, 1982, as shown by the records of this office.

The charter number of this corporation is 740026.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 22nd day of February, 1982.

George Firrstone
Secretary of State



CER 101 Rev. 12-80

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AMENDMENT TO ARTICLES OF INCORPORATION
OF LUCERNE LAKES MASTER HOMEOWNERS' ASSOCIATION, INC.

FILED
JAN 11 3 32 PM '81
TALLAHASSEE, FLORIDA

Lucerne Lakes Master Home Owners Association, Inc., a
Florida corporation, under its corporate seal and the hands
of its Directors, CARL PAWISCIANO, HARRY WAINSHAL,
and RICK KAUFMAN, hereby certified that:

At a duly called special meeting of the Board of Directors
and voting members, held on the 26 day of January,
1981, the following resolution was duly and unanimously adopted
by the Board of Directors and all voting members of the cor-
poration:

RESOLVED, that effective on the date of filing with
the Department of State, State of Florida, the
Articles of Incorporation of Lucerne Lakes Master
Home Owners Association, Inc, originally Lucerne
Lakes Master Condominium Association, Inc., which
Certificate of Incorporation were approved and filed
in the office of the Secretary of State in Tallahassee,
Florida, on the 31st day of August, 1977, as amended
by amendment filed September 18, 1977, and as further
restated in Restatement filed on December 15, 1978,
be amended as follows:

Article II, Section (2.1) shall be amended to read as follows:

"ARTICLE II

PURPOSE

(2.1) The purpose for which the Association is organized
is to provide an entity for the purpose of administering the
areas owned or controlled by it and for coordinating the
operation of all condominium association, home owners' association
or golf course owner members of it, and specifically for the
purposes of providing for the care and maintenance of Lucerne
Lakes Boulevard and Columbia Drive and the landscaping, drainage
and irrigation, and street lighting relating thereto, as well
as the care and maintenance of the master drainage system per-
taining to Lucerne Lakes, a PUD development."

Article III, Section (3.2(a) shall be amended to read
as follows:

"(3.2) The Association will have all the powers and
duties reasonably necessary to administer the common areas,

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to accomplish its stated purposes and to coordinate the operation of all members, including but not limited to the following:

(a) To make and collect assessments against members to defray costs, expenses and losses of the Association and to provide for the care and maintenance of Lucerne Lakes Boulevard and Columbia Drive and the landscaping, drainage and irrigation, and street lighting relating thereto, as well as the care and maintenance of the master drainage system pertaining to Lucerne Lakes, a PUD development."

Article IX, Section (9.2) shall be amended by deleting paragraph (9.2)(c) in its entirety.

Article IV, Section (4.3) be deleted and replaced with the following:

"(4.3) ~~Each sub-association voting member shall have one vote.~~ At the present time there exists ~~three sub-associations~~ to the north of the L-13 canal and ~~three~~ sub-associations to the south of the L-13 canal. If the number of sub-associations changes in the future, whether by division or merger, ~~the number of votes shall remain constant.~~ For example, if two sub-associations merge, the newly formed sub-association shall have two votes. If one sub-association divided into two separate sub-associations, each will have 1/2 of a vote."

IN WITNESS WHEREOF, said corporation has caused this Certificate to be signed in its name by the Board of Directors and each voting member and attested to by its Secretary this 26 day of January, 1981.

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

[Signature]
a Director
Rick Krinman
a Director
[Signature]
a Director

LUCERNE LAKES HOME OWNERS ASSOCIATION, IN
By [Signature]
LUCERNE LAKES NORTH HOME OWNERS ASSOCIATION, INC.

[Signature]
VILLAS AT LUCERNE LAKES HOME OWNERS ASSOCIATION, INC.
By [Signature]

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FLORIDA GARDENS LAND AND DEVELOPMENT
CORP. INC.

By W. J. Hambrick Sec'y

SUNRISE OF PALM BEACH CONDOMINIUM
ASSOCIATION NO. 1, INC.

By [Signature]

SUNRISE OF PALM BEACH CONDOMINIUM
ASSOCIATION NO. 2, INC.

By [Signature]

SUNRISE OF PALM BEACH CONDOMINIUM
ASSOCIATION NO. 3, INC.

By [Signature]

ATTEST:

[Signature]
Secretary

This is in a certified copy

B3884 P.1395

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