

111.150

This instrument was Prepared by:  
Marshall J. Cooper  
NAME  
6060 S.W. 7th  
ADDRESS  
Margate, Florida  
CITY AND STATE

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

RELATING TO

KIMBERLY HOMES SECTION ONE ACCORDING TO THE  
PLAT THEREOF AS RECORDED IN PLAT BOOK 29  
PAGE 229 OF THE PUBLIC RECORDS OF PALM BEACH  
COUNTY, FLORIDA.

RECORDED 7 FEB 11:35

KIMBERLY ESTATES OF BOCA RATON, INC., a Florida corporation (hereinafter sometimes referred to as "DEVELOPER") joined by DONALD J. LUNNY, TRUSTEE, does hereby declare the following protective covenants and restrictions applicable to Kimberly Homes Section One:

W I T N E S S E T H:

WHEREAS, DEVELOPER is the owner of the real property described as Kimberly Homes Section One (the "Subdivision") and DEVELOPER is developing thereon a portion of KIMBERLY AT BOCA, which is a planned residential community which will include multiple family dwellings, single family dwellings, entranceways, waterways, golf courses, recreational facilities, and other amenities of such a nature as to require protective covenants and restrictions; and

WHEREAS, the Subdivision is a phase in the stage of the development of KIMBERLY AT BOCA, which is planned to be improved with multiple family dwellings all or part of which are contemplated to be submitted to condominium form of ownership; and

WHEREAS, the DEVELOPER desires to provide for the preservation of the values and amenities in KIMBERLY AT BOCA and to this end impresses upon the Subdivision the covenants, restrictions, reservations and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, DEVELOPER has deemed it desirable for the efficient preservation of the values and amenities as aforesaid to create an entity or entities to which shall be delegated and assigned the power and duties of ownership, maintenance and administration of certain real property and improvements designated as "Green Areas" to the extent as more hereafter particularly set forth; of enforcement of the covenants and restrictions; and of collection and dis-

CLINT B. BARNETT  
6260  
PO BOX 2279  
FT. LAUDERDALE, FLA.

bursement of the assessment and charges hereinafter provided; and in connection therewith DEVELOPER shall cause to be incorporated contemporaneously herewith under the laws of the State of Florida, as a corporation not-for-profit, Kimberly at Boca Land Association, Inc., for the purposes and functions aforesaid; and

WHEREAS, DONALD J. LUNNY, TRUSTEE, the holder and owner of a mortgage encumbering the Subdivision has consented to all of the foregoing, and is therefore expressing his joinder herein.

NOW, THEREFORE, DEVELOPER hereby declares that the real property described as the Subdivision is and shall be held, transferred, sold, conveyed and occupied subject to the conditions, restrictions, reservations and liens hereinafter set forth.

#### ARTICLE I

#### DEFINITIONS

The following terms, when used in this document shall have the following meanings:

A. "KIMBERLY AT BOCA" means the planned community being developed by the DEVELOPER in Sections 7 and 8, Township 47 South, Range 42 East, Palm Beach County, Florida.

B. "Phase" means a stage of the development of KIMBERLY AT BOCA that is platted at one time by the DEVELOPER.

C. "Dwelling Unit" means a residential property intended as an abode for one family, whether detached housing, townhouse (with or without party walls), apartment (including a unit contained in a duplex, garden type, or high rise building or otherwise, and which may be subject to condominium form of ownership) owned as fee simple, or contained within a rental, residential property located in a Phase of KIMBERLY AT BOCA.

D. "Dwelling Unit Owner" means the owner of a Dwelling Unit or the Lessee of a Dwelling Unit located in a multi-family building.

E. "DEVELOPER" means Kimberly Estates of Boca Raton, Inc., a Florida corporation, its successors and assigns.

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F. "Declaration" means this document, and all amendments and supplements thereof, which may be adopted and recorded from time to time amongst the Public Records of Palm Beach County, Florida.

G. "Association" means Kimberly at Boca Land Association, Inc.

H. "Articles" means Articles of Incorporation of the Association.

I. "By-Laws" means By-Laws of the Association.

J. "Planned Community Documents" means in the aggregate this Declaration; the plat of the Subdivision; the Articles; the By-Laws; and all instruments and documents referred to therein and executed in connection with KIMBERLY AT BOCA.

K. "Green Area" means any portion of KIMBERLY AT BOCA which the DEVELOPER sets aside and restricts as an area where no residential or commercial construction will take place and which is reserved for the environmental enhancement of KIMBERLY AT BOCA and upon which the DEVELOPER will construct club houses, landscaping, malls, golf course, parking facilities, walkways, roadways, and waterways.

L. "Board" means Board of Directors of the Association.

#### ARTICLE II

##### RESIDENTIAL USE AND BUILDING LOCATION

A. The land in the Subdivision upon which buildings may be built is restricted to residential use. A construction shed may be placed from time to time in the Subdivision and remain there temporarily during the course of active construction; otherwise no portable buildings or trailers may be placed thereon. Nothing herein contained, however, shall prohibit the operation of sales models and/or offices by the DEVELOPER. No trade, business, or profession or any other type of commercial activity shall be carried on within the Subdivision, except only the operation of sales models and/or offices by the DEVELOPER.

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B. No building shall be located on any portion of the Subdivision other than as shown on the plat.

ARTICLE III

GENERAL RESTRICTIVE COVENANTS

A. No animals shall be raised, bred, or kept in the Subdivision except that dogs, cats, or other household pets may be kept subject to the applicable Rules and Regulations adopted by the Association or provisions of condominium documents that may be adopted from time to time with regard to any building constructed in the Subdivision.

B. There shall be no mining or drilling for any minerals.

C. No noxious or offensive activity shall be performed upon any portion of the property.

D. No clothesline or other outdoor clothes drying facility shall be permitted in the Subdivision.

E. No sign of any nature whatsoever shall be erected or displayed in the Subdivision, except where express prior written approval of the size, shape, content and shape thereof has been obtained from the Board, which approval may be arbitrarily withheld; provided, however, that the DEVELOPER shall have the right to place such signs anywhere in the Subdivision as the DEVELOPER deems necessary and proper in its sole discretion in connection with the sale by the DEVELOPER of Dwelling Units and land within KIMBERLY AT BOCA.

F. The parking or storage of automobiles, and other motor vehicles, except upon designated parking areas provided by the DEVELOPER is prohibited.

G. The parking or storage of boats, and boat trailers, campers, or other trailers upon any of the lands within this Subdivision is prohibited.

H. Vehicles bearing current licenses and registration tags, and inspection certificates as required pursuant to State law shall be permitted to be parked or stored.

I. The overnight parking of trucks or commercial vehicles in excess of one-half (1/2) ton rated capacity is prohibited.

ARTICLE IV

DESIGNATION OF GREEN AREA

A. All areas of land in the Subdivision not covered by the location of buildings, as designated on the Plat, are hereafter referred to as "Green Area". No use may be made of the Green Area except for the following, all of which are designated permitted uses, to-wit:

1. Use as a graveled, black-topped, or paved parking area constructed by the DEVELOPER to service buildings in the Subdivision;
2. Use for Recreational Facilities constructed by the DEVELOPER;
3. Use to provide means of ingress and egress for vehicular traffic or pedestrian walkways constructed by the DEVELOPER.

B. In all other respects the Green Area shall be kept and maintained in an ecologically sound condition as and for a grassed and lawned area for the use and benefit of residents of KIMBERLY AT BOCA, and their guests subject to Rules and Regulations adopted by the Association.

C. In the event that there shall be any dispute as to whether any use henceforth complies with the foregoing restrictions the matter shall be referred to the Association for determination by the Board. A determination rendered by the Board shall be final and binding on all of the parties concerned therewith.

D. The lands covered by this Declaration of Restrictions are not for the use and enjoyment of the public, but are expressly reserved for the use and enjoyment of the residents of KIMBERLY AT BOCA in accordance with the terms hereof and all other applicable conditions, rules and regulations.

ARTICLE V

ASSOCIATION

A. Membership in the Association shall be as set forth in the Articles.

B. DEVELOPER hereby agrees to convey the Green Area not later than the earliest date provided for in the Article for the election of the First Members Board.

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ARTICLE VI

MAINTENANCE ASSESSMENTS

A. Creation of Obligation for Assessments.

DEVELOPER for each Dwelling Unit completed, being constructed, or which shall be constructed, within the Subdivision hereby covenants, and each owner of any Dwelling Unit, and of any property within the Subdivision by acceptance of a deed therefor or occupancy thereof, whether or not it shall be so expressed in any such deed, conveyance, or other instrument, shall be deemed to covenant and agree to pay to the Association.

1. Annual assessments or charges;

2. Special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided.

B. Assessments Binding on all Dwelling Units.

The annual and special assessments and charges, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person or entity who was the owner of such Dwelling Unit or other property, subject hereto, as the case may be, at the time when the assessment fell due.

C. Purpose of Assessments.

The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the Subdivision and KIMBERLY AT BOCA and in particular for the improvements, maintenance and preservation of the Green Area and other properties, services and amenities devoted to this purpose and related to the use and enjoyment of KIMBERLY AT BOCA and of all Dwelling Units subject hereto, including but not limited to the payment of taxes, insurance, repair,

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replacement and additions and for the cost of labor, equipment, materials, management and supervision thereof. Without limiting the generality of the foregoing, nothing herein contained shall prevent the Association from assuming the maintenance and preservation of any amenities, the preservation and maintenance of which it deems to be in the best interests of the residents of KIMBERLY AT BOCA notwithstanding the fact that any such amenities may be located on property not belonging to the Association and the preservation thereof may be the duty and responsibility of a municipal or other governmental authority or other entity.

D. Basis of Annual Assessments.

The charges, costs and expenses incurred in the operation of the Association in the performance and discharge of its functions as herein provided shall be divided equally among the owners of Dwelling Units then subject hereto. The quotient thus arrived at shall constitute the Individual Dwelling Unit Assessment which, when due, shall constitute a charge, running with the land, against each Dwelling Unit if a condominium, or against the portion of the Subdivision, in which Dwelling Units not submitted to condominium form of ownership may have been constructed as the case may be. The Board of Directors of the Association shall determine the intervals of payment of assessments and the dates on which same shall become due.

E. Special Assessments for Capital Improvements.

In addition to the assessments authorized by Paragraph D of this Article VI, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement, including the necessary fixtures and personal property related thereto. Such special assessments shall be made, levied and collected pursuant to resolutions of the Board of Directors of the Association in accordance with the Articles and By-Laws.

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F. Effect of Non-Payment of Assessment; the Personal Obligation of Dwelling Unit Owner; the Lien; Remedies of Association.

If the assessments are not paid on the date when due as provided by the Board, then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided thereupon become a continuing lien on the Dwelling Unit if a condominium or on the portion of the Subdivision in which Dwelling Units not submitted to condominium form of ownership may be constructed; which lien shall bind such Dwelling Unit or portion of the Subdivision in the hands of the then owner, his heirs, devisees, personal representatives, successors in title and assigns. The personal obligation of the then owner to pay such assessment, however, shall remain his or its personal obligation for the statutory period and shall not pass to his or its successors in title unless expressly assumed by them. If the assessment is not paid within fifteen (15) days after the delinquency date, the assessment shall bear interest at the highest rate then permitted under applicable law, and the Association may bring an action at law against the person or entity obligated to pay the same or an action to foreclose the lien against such Dwelling Unit if a condominium or portion of the Subdivision (without thereby waiving any right to seek a deficiency judgment therein). There shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

G. 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 wherein the lender is a bank, savings and loan association or life insurance company; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to

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a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

#### ARTICLE VII

##### ARCHITECTURAL CONTROL

No building or other structure shall be commenced, erected or maintained upon any portion of the Subdivision nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topograph by an Architectural Control Committee (the "Committee") composed of three (3) or more representatives appointed by the DEVELOPER. In the event the Committee fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it, approval will not be required and this paragraph will be deemed to have been fully complied with. The Committee shall be permitted to employ aesthetic values in making its determination. The DEVELOPER may assign in whole or in part its right to appoint the above mentioned committee to the Association, its successors or assigns.

#### ARTICLE VIII

##### GENERAL PROVISIONS

###### A. Duration.

The restrictions covering the lands described herein and the covenants contained herein providing for maintenance assessments shall run with, and bind the land, and shall inure to the benefit of the Association and the owner of any property subject to this Declaration, his or its respective legal representatives, heirs, successors and assigns for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10)

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years unless, after said twenty-five (25) year term, an instrument signed by the persons or entities then owning two-thirds of all Dwelling Units subject hereto has been recorded, agreeing to terminate said covenants and restrictions. Provided, however, that no such agreement to terminate shall be effective unless made and recorded one (1) year in advance of the effective date of such termination and unless written notice of the proposed agreement is sent to each such owner at least ninety (90) days in advance of any action taken.

**B. Notices.**

Any notice required to be sent to any owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as owner on the records of the Association at the time of such mailing, or, as to an owner: according to the records of the Clerk of the Circuit Court of Palm Beach County, Florida.

**C. Enforcement.**

The covenants and restrictions herein contained may be enforced by DEVELOPER, the Association, any condominium association, or the owner or owners of any building site designated on the plat in any judicial proceeding seeking any remedy cognizable at law or in equity, including damages, injunction, and other mandatory relief against any person, persons, firm, or entity violating or attempting to violate any covenant or restriction, and against the land to enforce any lien created by these covenants; and failure by the Association or any other party to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**D. Delegation.** The Association pursuant to resolution duly adopted by its Board of Directors, shall have the continuing authority to delegate all or any portion of its responsibilities for maintenance, operation, and administration as provided herein, to any managing agency or entity selected by the Board of Directors from time to time.

**E. Modification.**

The right to modify or amend in whole or in part these

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restrictions and covenants is hereby reserved unto the signatory parties hereto provided that any such modification or amendment shall be reflected in an instrument executed by said parties, placed of record duly adopted by the Association and shall not be inconsistent with the intents and purposes hereof.

F. Severability.

Invalidation of any one of these covenants or restrictions or of any of the terms and conditions herein contained by judgment of court order shall in no wise affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, DEVELOPER, joined by DONALD J. LUNNY, TRUSTEE, has caused this Declaration to be executed as of the 6<sup>th</sup> day of December, 1972.

Witnessed in the presence of:

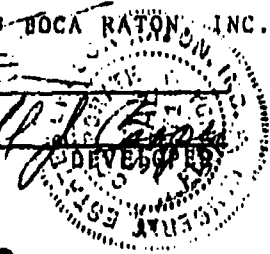
[Signature]  
[Signature]

KIMBERLY ESTATES OF BOCA RATON, INC.

By: [Signature]

ATTEST [Signature]

Joined by:



DONALD J. LUNNY, TRUSTEE

[Signature: Donald J. Lunny]

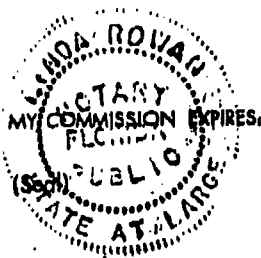
[Signature: Michelle M. Greenwood]  
[Signature: Linda Rowan]

STATE OF Florida  
COUNTY OF Broward

I HEREBY CERTIFY That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Martin A. Berns, Marshall J. Cooper and Donald J. Lunny to me well known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

IN WITNESS THEREOF, I have hereunto set my hand and affixed my official seal at Margate, Florida this 6th day of December A. D., 1972, said County and State,

[Signature: Linda Rowan]  
NOTARY PUBLIC



ARTICLES OF INCORPORATION  
OF  
KIMBERLY AT BOCA LAND ASSOCIATION, INC.  
(A Corporation not-for-Profit)

In order to form a corporation under and in accordance with the provisions and the laws of the State of Florida for the formation of corporations-not-for-profit, we, the undersigned, hereby associate ourselves into a corporation for the purpose and with the powers hereinafter mentioned; and to that end we do, by these Articles of Incorporation, set forth the following:

ARTICLE - I  
DEFINITIONS

The following terms, when used in this document shall have the following meanings:

A. "Kimberly at Boca" means the planned community being developed by the Developer in Sections 7 and 8, Township 47 South, Range 42 East, Palm Beach County, Florida.

B. "Phase" means a stage of the development of Kimberly at Boca that is platted at one time by the Developer.

C. "Dwelling Unit" means a residential property intended as an abode for one family, whether detached housing, townhouse (with or without party walls), apartment (including a unit contained in a duplex, garden type, or high rise building or otherwise and which may be subject to condominium form of ownership) owned as fee simple, or contained within a rental, residential property located in a Phase of Kimberly at Boca.

D. "Dwelling Unit Owner" means the owner of a Dwelling Unit or the Lessee of a Dwelling Unit located in a multi-family building.

E. "Developer" means Kimberly Estates of Boca Raton, Inc.,

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a Florida corporation, its successors and assigns.

F. "Declarations" means the Declaration of Protective Covenants and Restrictions made by the Developer, and all amendments and supplements thereto, which may be recorded from time to time amongst the Public Records of Palm Beach County, Florida.

G. "Association" means this corporation.

H. "Articles" means this document.

I. "By-Laws" means By-Laws of the Association.

J. "Planned Community Documents" means in the aggregate the Declarations; the plat of the Subdivision; these Articles; the By-Laws; and all instruments and documents referred to therein and executed in connection with Kimberly at Boca.

K. "Green Area" means any portion of Kimberly at Boca which the Developer sets aside and restricts as an area where no residential or commercial construction will take place and which is reserved for the environmental enhancement of Kimberly at Boca and upon which the Developer will construct club houses, landscaping, malls, golf course, parking facilities, walkways, roadways and waterways.

L. "Board" means Board of Directors of the Association.

## ARTICLE - II

### NAME

The name of this corporation shall be KIMBERLY AT BOCA LAND ASSOCIATION, INC. For convenience, the Corporation shall be herein referred to as the "Association", whose present address is 6060 S. W. 7th Street, Margate, Florida 33063.

## ARTICLE - III

### PURPOSES

The purpose for which this Association is organized is to maintain in a proper manner all improvements situate in the Green Areas located, designated, set aside for such purposes in the

various phases of Kimberly at Boca; to hold and receive property which may be conveyed to the Association by the Developer; and to undertake the several responsibilities imposed upon the Association by the Developer through each Declaration and as the same may be amended from time to time.

ARTICLE - IV

POWERS

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

A. This Association shall have all of the common law and statutory powers of a corporation-not-for-profit.

B. This Association shall have all of the powers reasonably necessary to implement its purposes including but not limited to, the following:

1. to make, establish and enforce reasonable rules and regulations governing the use of the Green Area and all property conveyed to the Association.

2. to make, levy and collect assessments for the operational expenses of this Association and for operating, maintaining and replacing the Green Area and for such other expenses in connection therewith as may be set forth in each Declaration; and, to use and expend the proceeds of assessments in the exercise of its powers and duties hereunder;

3. to maintain, repair, replace and operate the Green Area in accordance with the Declarations;

4. to enforce by legal means the obligations of the dwelling unit owners and the members of this Association;

5. to contract for management of the Green Area and to delegate to such Management Company certain powers and duties of this corporation;

6. to deal with other Corporations and Associations or representatives thereof on matters of mutual interest to Kimberly at Boca.

7. to enter into recreation agreements for the benefit of Dwelling Unit Owners and members of the Association under which recreational fees may become payable by Dwelling Unit Owners or Association members.

#### ARTICLE - V

##### MEMBERS

A. The qualification of members, the manner of their admission to membership, the termination of such membership and voting by members shall be as follows:

1. As to portions of a Phase that is henceforth from time to time submitted to condominium form of ownership, each condominium association pertaining thereto shall be a member of the Association.

2. As to any portions of a Phase that is not henceforth submitted to condominium form of ownership, the person or entity owning fee simple title to such portion on which a rental or cooperative multi-family structure has been constructed shall be a member of the Association.

3. As to any portion of a Phase that shall henceforth be improved with Dwelling Units which are not within cooperative multi-family structures, and are not submitted to condominium form of ownership, the owners of such portions within any Phase shall collectively be entitled to designate a Member of the Association.

4. Each and every Dwelling Unit Owner shall be entitled to the benefits of, and be subject to, and be bound to abide by, the provisions of the Planned Community Documents.

B. Notwithstanding the foregoing provisions, until the

conveyance of the first Dwelling Units by the Developer, the membership of this Association shall be comprised of the subscribers to these Articles, and in the event of the resignation or termination of membership by voluntary agreement by any such subscriber, then the remaining subscribers may nominate and designate a successor subscriber. Each of these subscribers and their successors shall be entitled to cast one vote on all matters which the membership shall be entitled to vote.

ARTICLE - VI

TERM

The term for which this Association is to exist shall be perpetual.

ARTICLE - VII

SUBSCRIBERS

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

<u>NAME</u>	<u>ADDRESS</u>
Martin Berns	6060 S. W. 7th Street Margate, Florida 33063
Eugene Berns	6060 S. W. 7th Street Margate, Florida 33063
Marshall Cooper	6060 S. W. 7th Street Margate, Florida 33063

ARTICLE - VIII

OFFICERS

The affairs of the Association shall be managed by the President of the Association, assisted by the several Vice Presidents, Secretary and Treasurer, and, if any, by the Assistant Secretary and Assistant Treasurer, subject to the directions of the Board of Directors.



The Board of Directors shall elect the President, Secretary, and Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors shall, from time to time determine. The President shall be elected from amongst the membership of the Board of Directors, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible, provided, however, the office of President and a Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person.

ARTICLE - IX

FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Board of Directors are as follows:

President	Martin Berns
Vice President	Eugene Berns
Secretary	Marshall Cooper
Treasurer	

ARTICLE - X

BOARD OF DIRECTORS

1. The number of members of the First Board of Directors (the "First Board") shall be five (5). Thereafter, the number of members of the Board shall be increased as provided in Section 3 of this Article.

2. The names and street addresses of the persons who are to serve as the First Board are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Martin Berns	6060 S. W. 7th Street Margate, Florida 33063
Eugene Berns	6060 S. W. 7th Street Margate, Florida 33063

Marshall Cooper

6060 S. W. 7th Street  
Margate, Florida 33063

Joseph Kolb

6060 S. W. 7th Street  
Margate, Florida 33063

3. The Board of Directors elected subsequent to the First Board are hereinafter called "Members Board of Directors". Membership of Members Board of Directors shall be composed of not less than five (5) nor more than 15 persons elected members for a term of one year.

4. Voting rights of members shall be to elect Members Board of Directors. The total number of votes held by each member shall be an amount equal to the total number of dwelling units represented by each member at the time of any vote. Additionally, each member shall be entitled to cast a number of votes equal to the number of dwelling units contained in the condominium or in the rental or cooperative multi-family structure or contained in the parcel of real property reflected in Article V, Section A, Paragraph 3. Notwithstanding anything herein to the contrary the election of the first Members Board of Directors shall not take place until January 1, 1973, or until developer shall have caused to be constructed and/or caused to be conveyed 6,000 dwelling units within Kimberly at Boca, or upon the voluntary election of the Developer, whichever shall first occur; until such time the First Board shall serve and in the event of vacancies the remaining directors on the First Board shall fill any such vacancies, and if there be no directors remaining the vacancies shall be filled by the Developer.

#### ARTICLE - XI.

#### INDEMNIFICATION

Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees reasonably incurred by or imposed upon him in connection with the 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, or any settlement thereof, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty or wilful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all rights to which such Director or officer may be entitled.

#### ARTICLE - XII

##### BY-LAWS

By-Laws of this Association may be adopted by any of the Board of Directors, and may be altered, amended or rescinded in the manner provided for by the By-Laws.

#### ARTICLE - XIII

##### AMENDMENTS

These Articles of Incorporation may be amended in the following manner:

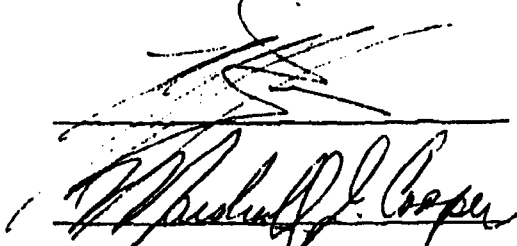
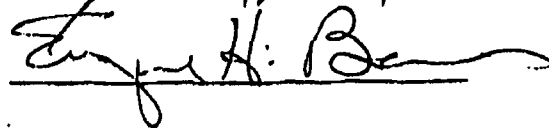
A. So long as the First Board constitutes the Board of Directors of the Association, by resolution adopted by a majority of the First Board and certified to by the President and attested by the Secretary.

B. After the time of the election of the first Members Board of Directors, by resolutions adopted by a majority of the Board elected subsequent to the First Board of Directors provided the same is ratified by a majority of the membership present at any regular or special meeting and certified to by the President and attested by the Secretary.

C. A copy of each amendment shall be certified by the Secretary of State.

D. Notwithstanding the foregoing provisions of this Article XIII no amendment to these Articles of Incorporation which shall abridge, amend or alter the rights of the Developer to designate and select members of the Board of Directors as provided in Article X hereof, may be adopted or become effective without the prior written consent of the Developer.

IN WITNESS WHEREOF, the subscribers have hereunto affixed their signatures, this 6<sup>th</sup> day of December, 1972.

  
\_\_\_\_\_  
  
\_\_\_\_\_

STATE OF FLORIDA )  
                          ) SS:  
COUNTY OF BROWARD )

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared MARTIN BERNS, EUGENE BERNS and MARSHALL COOPER to me known to be the persons described as Subscribers in and who executed the foregoing Articles of Incorporation and they acknowledged before me that they executed the same for the purposes therein expressed.

IN WITNESS WHEREOF, the subscribers have hereunto affixed their signatures, this 6<sup>th</sup> day of December, 1972.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires May 22, 1976  
Bonded by American Fire & Casualty Co.



BY-LAWS OF  
KIMBERLY AT BOCA LAND ASSOCIATION, INC.  
A CORPORATION NOT FOR PROFIT

ARTICLE I

NAME AND LOCATION. The name of the corporation is Kimberly At Boca Land Association, Inc., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 6060 South West 7th Street, Margate, Florida but the meetings of members and directors may be held at such places within the County of Palm Beach or Broward, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to Kimberly At Boca Land Association, Inc., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additional thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

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

Section 6. "Declarant" shall mean and refer to Kimberly At Boca Land Association, Inc., its successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of the development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the Clerk of Palm Beach County.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

REGULAR MEETINGS

Section 1. Annual Meeting. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 2:00 o'clock P. M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following, which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one fourth (1/4) of all of the votes of the membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his lot.

ARTICLE IV

BOARD OF DIRECTORS: COMPOSITION: TITLE OF OFFICE.

Section 1. Board. The affairs of this Association shall be managed by a Board of five (5) directors.

Section 2. Term of Office. At the first annual meeting the members shall elect five directors for a term of one year and at each annual meeting thereafter the members shall elect five directors for ensuing terms.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Ballot. The Board of Directors shall determine whether ballots and envelopes for the election of directors shall be mailed to each member to be voted on. The ballots shall be mailed to the principal of the Board office. The procedure for the largest number of votes shall be elected. Cumulative voting is not permitted.

#### ARTICLE VI

##### MEMBERS OF DIRECTORS

Section 1. Legal Holidays. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meeting. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

#### ARTICLE VII

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

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-laws, the Articles of Incorporation, or the Declaration;



... the Board of Directors shall be absent from the ...  
... of the ...

... the Board of Directors shall be absent from the ...  
... of the ...

(a) cause to be kept a complete record of all its acts and corporate  
affairs and to present a statement thereof to be read at the annual  
meeting of the stockholders or at any special meeting, when such statement is  
requested in writing by one-fourth (1/4) of the members who are elected  
entitled to vote;

(b) supervise all officers, agents and employees of this Association,  
and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each lot at  
least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject  
thereto at least thirty (30) days in advance of each annual assessment  
period; and

(3) foreclose the lien against any property for which assessments  
are not paid within thirty (30) days after due date or to bring an  
action at law against the owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by  
any person, a certificate setting forth whether or not any assessment has been  
paid. A reasonable charge may be made by the Board for the issuance of these  
certificates. If a certificate states an assessment has been paid, such  
certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on  
property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to  
be bonded, as it may deem appropriate;

(g) cause the Common Area to be maintained;

(h) shall receive and deposit all monies of the Association and shall disburse  
same pursuant to Section D of Article VII "Officers and their duties".

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ARTICLE II

Section 1. Name and Purpose.

The name of this Association shall be the [redacted] and its purpose shall be to [redacted] all those [redacted] of [redacted] and [redacted] and other officers and directors of the [redacted] by resolution of the [redacted].

Section 2. Officers and Directors. The election of officers shall take place [redacted] of the Board of Directors [redacted] each annual meeting of the [redacted].

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

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special officers created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

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(C) The secretary shall receive and deposit in appropriate bank accounts all moneys and proceeds of the Association; keep the corporate seal of the Association and file it in all papers regarding the legal, general and special meetings of the Board and of the membership; keep appropriate records showing the members of the Association together with their addresses; and shall perform such other duties as may be directed by the Board.

Secretary

(C) The secretary shall receive and deposit in appropriate bank accounts all moneys and proceeds of the Association; keep the corporate seal of the Association and file it in all papers regarding the legal, general and special meetings of the Board and of the membership; keep appropriate records showing the members of the Association together with their addresses; and shall perform such other duties as may be directed by the Board.

Treasurer

(D) The treasurer shall receive and deposit in appropriate bank accounts all moneys of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX  
COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Resolving Committee, as provided in these By-laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

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

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... shall be paid within thirty (30) days after the due date, the interest shall be at the rate of five (5%) per cent per annum, and the owner shall be liable for the cost of collection, including attorney's fees, and reasonable attorney's fees of any such action shall be added to the amount of such interest. No Owner may give or apply for any other title to the premises provided for herein by means of the Common Area or abandonment of his lot.

**ARTICLE XII**

**CORPORATE SEAL**

The Association shall have a seal in circular form having within its circumference the words: KIBBERLY AT BOCA LAND ASSOCIATION, INC.

**ARTICLE XIII**

**AMENDMENTS**

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

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

**ARTICLE XIV**

**DISSOLUTION**

In the event of dissolution of this Association, whether by operation of law or by appropriate vote of the members of the Association, then, in that event if it

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should be the case that such amount should be held until the payment of all  
dues for this Association, then such funds shall be disbursed to the members  
pro rata in accordance with the percentage of membership in this not-for-profit  
corporation.

ARTICLE XV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January  
and end on the 31st day of December of every year, except that the first fiscal  
year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all the directors of Kimberly at Boca Land  
Association, Inc., have hereunto set our hands this 6th day of Dec., 1977.

*[Handwritten signatures of Martin A. Berns, Eugene H. Berns, and Marshall J. Cooper]*

Martin A. Berns

Eugene H. Berns

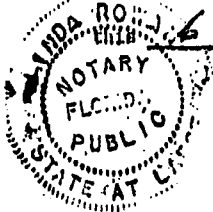
Marshall J. Cooper

*[Handwritten signature of Marshall J. Cooper]*

State of Florida )  
                          ) SS:  
County of Broward )

I HEREBY CERTIFY that on this date, before me, a Notary Public duly authorized  
in the State and County named above to take acknowledgements, personally appeared  
Martin A. Berns, Eugene H. Berns and Marshall J. Cooper to me known to be the persons  
described as directors and who executed the foregoing By-Laws and they acknowledged  
before me that they executed the same for the purposes therein expressed.

IN WITNESS WHEREOF, the subscribers have hereunto affixed their signatures,



day of Dec., 1977.

*[Handwritten signature of Notary Public]*  
Notary Public

My Commission Expires:

Notary Public State of Florida at Large  
My Commission Expires May 22, 1978  
Issued by American Ink & Co. Co., Inc.

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of Kimberly at Boca Land  
Association, Inc. a Florida corporation; and,

THAT the foregoing By-Laws constitute the original By-Laws of said Association,  
as duly adopted at a meeting of the Board of Directors thereof, held on the 1st  
day of December, 1977.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of this Association this 6<sup>th</sup> day of December 1972.

*Marshall J. Ruper*  
Secretary

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Recorded in C 2 Book 5  
Record verified  
Palm Beach County, Fla.  
John H. Dunkle  
Clerk Circuit Court

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS RECORDED IN OFFICIAL RECORD BOOK 2090, PAGE 1081, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA

77 199 10 PM 4-53

LeCHARLEY, INC., through mesne conveyances, is the successor of KIMBERLY ESTATES OF BOCA RATON, INC., which was the Developer and Declarant of the Declaration of Protective Covenants and Restrictions recorded in Official Record Book 2090, Page 1081, Public Records of Palm Beach County, Florida, relating to KIMBERLY HOMES SECTION ONE, according to the Plat thereof as recorded in Plat Book 29, Page 229, Public Records of Palm Beach County, Florida. Further, LeCHARLEY, INC. has been assigned all the rights, interests and duties of KIMBERLY ESTATES OF BOCA RATON, INC., as the Developer and Declarant under said Declaration of Protective Covenants and Restrictions.

LeCHARLEY, INC., hereinafter referred to as the "Declarant", deems it necessary to amend such Protective Covenants and Restrictions due to changes in the concept of the planned residential concept. Said Amendments are not inconsistent with the intents and purposes of such originally recorded Protective Covenants and Restrictions since the Amendments continue to provide for the preservation of the values and amenities in the property subject to the covenants and restrictions. The not-for-profit corporation organized to maintain and administer the "Green Areas" pursuant to the said previously recorded Covenants and Restrictions, known as KIMBERLY AT BOCA LAND ASSOCIATION, INC., was dissolved and thus has not joined in these Amendments.

NOW, THEREFORE, Declarant hereby amends the Declaration of Protective Covenants and Restrictions as follows:

A. Because of the numerous changes and amendments, all provisions of the Protective Covenants and Restrictions contained in said Declaration recorded in Official Record Book 2090, Page 1081, Public Records of Palm Beach County,

Prepared by

JEFFREY D. KNEEN, ✓

Levy, Flisco, Perry, Shapiro, Kneen & Kingcade, P.A. P. O. Box 1151 Palm Beach, Florida 33480

RECORDED 2650 PAGE 1110

Florida, are hereby repealed in their entirety and declared to be null and void.

B. Declarant hereby declares that the real property described in SCHEDULE A attached hereto is and shall be held, transferred, sold, conveyed and occupied subject to the conditions, restrictions, reservations and liens hereinafter set forth.

#### ARTICLE I

#### DEFINITIONS

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

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property described in SCHEDULE A and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners.

Section 5. "Lot" shall mean a platted lot shown upon any recorded subdivision map of the Properties or a subdivided portion thereof, with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to LE CHARLEY, INC., its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Articles and By-Laws". It is intended that



Articles of Incorporation for the Association be filed with the Florida Secretary of State, substantially in the form attached hereto as EXHIBIT 1, and By-laws for the Association be adopted substantially in the form attached hereto as EXHIBIT 2.

## ARTICLE II

### ADDITIONAL LAND

Section 1. Additional land within the area described in SCHEDULE B, attached hereto and made a part hereof, may be annexed by the Declarant without obtaining consent from any other party, including Owners and their Mortgagees of any Lots, within ten (10) years of the date of this instrument.

Section 2. Such additional lands shall be brought within the scheme of this Declaration by the recording of a short form Notice of Declaration which shall be executed by Declarant, or its successors or assigns, in the Public Records of Palm Beach County, Florida. The short form of Declaration shall refer to this Declaration and shall, unless specifically otherwise provided, incorporate by reference all the terms, protective covenants and conditions of this Declaration, thereby subjecting the additional lands to such terms, protective covenants, conditions and restrictions as fully as though the additional lands were described in SCHEDULE A of this Declaration. Such Notice of Declaration may contain such additions or modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added land and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such a Notice of Declaration revoke, modify or add to the covenants established by this Declaration as to the Properties.

Section 3. Owners of Lots within the Properties and the additional lands brought within the scheme of this Declaration shall be members of the Association and shall be subject to assessment by the Association on the first day of the month following the issuance of a Certificate of Occupancy for such Lot.

Section 4. Each Lot Owner (by acceptance of a deed for his Lot, whether or not it shall be so expressed in any such deed or other conveyance) including any purchaser at a judicial sale, shall

hereafter be deemed to agree that the Declarant has the right and the power to bring additional lands within the scheme of this Declaration without obtaining the owner's consent.

Section 5. Additional lands not included within the area of the lands described in SCHEDULE B attached hereto may be annexed with the consent of two-thirds of the votes of the membership in the Association.

### ARTICLE III

#### PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

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

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective without consent of two-thirds (2/3) of the votes of the members.

(d) rules and regulations adopted by the Association governing use and enjoyment of the Common Area.

Section 2. Delegation of Use. Any Owner may delegate by written instrument to the Association his right of enjoyment to the

Common Area and facilities to specified members of his family, his tenants, or contract purchasers who reside on the property.

#### ARTICLE IV

##### MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) On January 1, 1987; or
- (c) Such earlier date as Declarant may determine.

#### ARTICLE V

##### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and

collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due, as well as his heirs, devisees, personal representatives, successors and/or assigns.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, Lots and dwellings, and any maintenance easements granted to the Association.

Section 3. Special Assessments for Capital Improvements. In addition to the annual assessments, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 4. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots subject to assessments and may be collected on a monthly basis.

Section 5. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to each Lot on the first day of the month following the issuance of a Certificate of Occupancy for such Lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year after such date. The Board of Directors shall fix the amount of the annual assessment against each Lot at least

fifteen (15) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 6. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest rate allowable by law. The Association may at any time thereafter bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the property. The Association shall not be required to bring such an action if it believes that the best interests of the Association would not be served by doing so. There shall be added to the assessment all costs and expenses, including attorneys' fees, required to collect same. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 7. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any bona fide first mortgage excluding purchase money mortgages. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to the foreclosure of such a first mortgage, excluding purchase money mortgages, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VI

MAINTENANCE

The Association shall at all times maintain the street lighting, any maintenance easements granted to the Association, and Common Area, including any structures placed thereon, in good condition and repair.

ARTICLE VII

EXTERIOR MAINTENANCE

In the event an Owner of any Lot in the Properties shall fail to reasonably maintain the premises and the improvements situated thereon commensurate with the neighborhood, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

ARTICLE VIII

ROOF REPAIRS, MAINTENANCE OR REPLACEMENT

Section 1. In the event a roof extends over two or more Lots, and a portion of one Owner's roof requires replacement, then both roofs must be replaced in order to maintain the attractive roof appearance. In the event such a roof requires any repairs or maintenance, both Owners shall share equally in any required costs. In the event the roof leak which emanates from one Owner's roof and enters another Owner's interior space, and the Owner with the leak in the roof fails to have needed repairs, maintenance or replacement, approved, contracted for and completed in an expeditious manner, then the other Owner after giving three (3) days prior written notice may contract for and complete needed repairs, maintenance and/or replacement and shall assess the Owner with the leak for his share of the work as specified above. In the event any Owner refuses to pay his share of the cost of the repairs, maintenance and/or replacement as herein specified, then the Association shall pay for said refusing Owner's share of the

costs, and then assess said Owner. Such assessment shall remain a lien until paid.

#### ARTICLE IX

##### ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties nor shall any exterior addition to or change or alteration therein be made by Owners other than Declarant until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

#### ARTICLE X

##### PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the dwellings upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners there-

after make use of the wall. they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE XI  
SALES OFFICE

For as long as the Declarant owns any property affected by this Declaration or any amendments thereto, the Declarant shall have the right to transact any business necessary to consummate sales of any Lot and/or improvements thereon, including but not limited to the right to maintain model dwellings, have signs, employees in the offices, use the Common Area, and show dwellings. Sales Office signs and all items pertaining to sales shall remain the property of the Declarant.

ARTICLE XII  
ASSIGNMENT OF POWERS

Any and all rights and powers and reservations of the Declarant herein contained may be deeded, conveyed, or assigned



to another legal entity by an instrument in writing duly executed, acknowledged and recorded in the Public Records of Palm Beach County, Florida. Such written instrument shall contain an acceptance by the grantee or assignee and the grantee and/or assignee shall assume and agree to be bound by each and all of the obligations and duties imposed upon Declarant and in such event Declarant shall be relieved of the performance of any further duties or obligations hereunder.

#### ARTICLE XIII

##### PROHIBITED USES

Section 1. All garbage cans and trash containers shall be kept, stored and placed in underground containers or in an area not visible from the street or any other Lot.

Section 2. No temporary or permanent utility or storage shed, building, tent, structure or improvement shall be constructed, erected or maintained such that it is visible from any street without the prior approval of the Architectural Committee.

Section 3. No horses, hogs, cattle, cows, goats, sheep, poultry or other animals, birds or reptiles, shall be kept, raised, or maintained on any Lot; PROVIDED, HOWEVER, that dogs, cats and other household pets may be kept in reasonable numbers if their presence causes no disturbance to others. All pets shall be kept on a leash when not on the Owner's Lot.

Section 4. No stable, livery stable or barn shall be erected, constructed, permitted or maintained on any Lot.

Section 5. No swimming pool or appurtenant pump house shall be constructed, erected or maintained such that it is visible from any street without prior approval of the Architectural Committee.

Section 6. No outdoor fireplace or grill shall exceed six feet in height upon the natural ground elevation of the Lot.

Section 7. No truck, tractor, trailer, mobile home, or other vehicle of any kind, except an automobile or truck smaller than a one-ton load rating, and no boat or other equipment shall

be kept or stored in front of any dwelling or structure or in front of any Lot line and the front setback line of any Lot.

Section 8. No outdoor clothes drying shall be allowed except from the side or rear of the dwelling in an area shielded from view from any street by shrubbery, fences or walls.

Section 9. No signs, except small name signs approved by the Architectural Committee, shall be placed, erected or displayed on any Lot except one temporary sign not to exceed four square feet may be placed on each Lot indicating that such property is for sale or for rent.

Section 10. No trade or business shall be conducted, nor any commercial use made of any residential Lot.

Section 11. All Lots shall be kept in a clean and sanitary manner and no rubbish, refuse or garbage allowed to accumulate, or any fire hazard allowed to exist.

Section 12. No nuisance shall be allowed upon any Lot or any use or practice that is a source of annoyance to other Lot Owners or interferes with the peaceful possession and proper use of the Lots by the residents thereof.

Section 13. No immoral, improper, offensive or unlawful use shall be made of any Lot and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be strictly observed.

Section 14. No structure or improvement and no tree, bush, shrub, or landscaping of any kind shall be built or maintained upon any easement or right-of-way and said easements and rights-of-ways shall at all times be open and accessible to the persons entitled to the use thereof.

Section 15. In the event the property is subject to the partywall provisions as herein provided, no Owner of any Lot so affected shall change the existing color on his respective dwelling unless obtaining prior approval from the Architectural Committee

established herein, and in the manner set forth by the Rules of said Architectural Committee.

Section 16. No air conditioning units are to be installed except on the side or rear of a dwelling in an area shielded from view from the street by shrubbery, fences or walls.

Section 17. No television or other antennae shall be installed on the exterior of any dwelling which exceeds the highest peak in the roof by more than six (6) feet.

#### ARTICLE XIV

##### GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any such suit, the prevailing party shall also be entitled to recovery of all costs and expenses including court costs and attorneys' fees.

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended at any time and from time to time upon the execution and recordation of an instrument executed by Owners who are entitled to vote a majority of all votes of the Association, PROVIDED that so long as the Declarant is the Owner of any Lot or other property affected by this Declaration or amendment thereto, the Declarant's consent must

be obtained. The Declarant shall have the right at any time within five years from the date hereof to amend this Declaration to correct scrivener's errors or to clarify any ambiguities determined to exist herein. No amendment shall alter the subordination provisions of this Declaration without the prior approval of any mortgagee enjoying such protection.

Section 4. Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing.

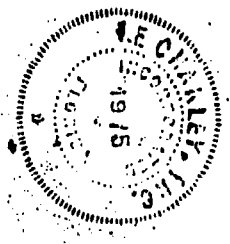
Section 5. Leases. Any lease agreement relative to any Lot or improvement thereon shall provide that the terms of the lease are subject in all respects to the provisions of this Declaration and the By-laws and any failure by the Lessee to comply with the terms of such documents are a default under the lease. All leases shall be in writing.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 7th day of March, 19 77.

LeCHARLEY, INC.

By *Harry W. Bobley*  
Its Vice President

DECLARANT



STATE OF FLORIDA           X  
                                  : SS  
COUNTY OF PALM BEACH   X

Before me personally appeared HARRY W. BOBLEY as Vice President of LeCHARLEY, INC., to me well known and known to me to be the individual described in and who executed the foregoing instrument as Vice President of said corporation, and he acknowledged to and before me that he executed such instrument as such Vice President of said corporation and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular

corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this 7<sup>th</sup> day of March, 1977.



(NOTARIAL IMPRESSION SEAL)

Betty J. Taylor  
Notary Public, State of Florida  
at Large

My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires March 20, 1978  
Bonded by American Fire & Casualty Co.

REC'D 2650 PAGE 1124

SCHEDULE A TO AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS  
AND RESTRICTIONS.

PARCEL 1:

PLAT NO. 1, AMERICAN HOMES AT BOCA RATON, according to the  
Plat thereof as recorded in Plat Book 32, Page 117, Public  
Records of Palm Beach County, Florida.

PARCEL 2:

PLAT NO. 3, AMERICAN HOMES AT BOCA RATON, unrecorded, more  
specifically described as follows:

THE SOUTH 387.00 FEET OF TRACTS 51, 52, 53, AND 54, ALL OF TRACTS 75, 76, 77, 78  
83, 84, 85, AND 86, ALL BEING IN BLOCK 74, PALM BEACH FARMS COMPANY PLAT NO. 3,  
ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 45-54, INCLUSIVE  
PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA,

TOGETHER WITH THAT PART OF THE 30 FOOT ROAD RIGHT OF WAY, AS RECORDED IN SAID  
PALM BEACH FARMS COMPANY PLAT NO. 3, LYING SOUTH OF AND ADJACENT TO SAID TRACTS  
51 THRU 54, INCLUSIVE, BLOCK 74.

LESS, HOWEVER THE EAST 205.00 FEET THEREOF.

ALSO, LESS, HOWEVER, THE WEST 315.00 FEET THEREOF.

ALSO, LESS, THAT PART OF KIMBERLY BOULEVARD, LYING IN SAID TRACT 86, BEING  
PREVIOUSLY PLATTED AS PART OF KIMBERLY HOMES, SECTION ONE, ACCORDING TO THE PLAT  
THEREOF, AS RECORDED IN PLAT BOOK 29, PAGE 229, PUBLIC RECORDS PALM BEACH COUNTY  
FLORIDA.

SCHEDULE B TO AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS  
AND RESTRICTIONS.

# WEIMER AND COMPANY

INCORPORATED

planners • land surveyors • engineers  
land development consultants



MEMBER • P. O. BOX 15786 • 2586 FOREST HILL BOULEVARD • WEST PALM BEACH, FLORIDA 33406 • PHONE 305 965-890

ROLF ERNST WEIMER, P.L.S.  
OYLO J. LAREN, P.E.

March 8, 1977  
The Hamptons at Boca Raton

## LEGAL DESCRIPTION FOR THE HAMPTONS AT BOCA RATON PROPERTY

### LYING WEST OF LYON'S ROAD AS PROPOSED BY WEIMER AND COMPANY, INC.

#### LESS PLAT NOS. 1 AND 3, AMERICAN HOMES AT BOCA RATON

That part of Block 74, PALM BEACH FARMS COMPANY, PLAT NO. 3, according to the plat thereof, as recorded in Plat Book 2, Pages 45 through 54, public records, Palm Beach County, Florida; lying West of the proposed West right of way line of Lyon's Road, being a line specifically described as follows;

FROM the Southwest corner of Section 7, Township 47 South, Range 42 East, run North 00°-23'-35" West, along the West line of said Section 7, a distance of 785.00 feet;

Thence, (Assumed) due East, along the South line of the North 433.00 feet of Tracts 97 through 112 of said Block 74, a distance of 5431.40 feet to the proposed right of way line of Lyon's Road and the beginning of the specifically described line;

Thence, due North, a distance of 450.00 feet to a point of curvature of a curve to the left, having a radius of 1926.00 feet, a central angle of 11°-45'-00" and a chord bearing of North 05°-52'-30" West;

Thence, Northerly, along the arc of said curve, a distance of 394.98 feet to the point of tangency;

Thence, North 11°-45'-00" West, a distance of 1433.96 feet to a point of curvature of a curve to the right, having a radius of 1229.00 feet, a central angle of 35°-00'-00" and a chord bearing of North 05°-45'-00" East;

Thence, Northerly, along the arc of said curve, a distance of 750.75 feet to the point of tangency;

Thence, North 23°-15'-00" East, a distance of 509.12 feet to a point of curvature of a curve to the left, having a radius of 706.00 feet, a central angle of 23°-15'-00" and a chord bearing of North 11°-37'-30" East;

Thence, Northerly, along the arc of said curve, a distance of 286.49 feet to the point of tangency;

Thence, due North, a distance of 755.00 feet to a point on the North line of said Block 74 and the end of said specifically described line.

TOGETHER WITH all abandoned road rights of way lying within said Block 74, and the abandoned 25.00 foot right of way lying West of and adjacent to said Block 74.

### EXCEPTING THEREFROM, HOWEVER, THE FOLLOWING:

1. LESS, All that part of said Block 74 lying South of the North 433.00 feet of Tracts 97 through 112 of said Block 74, and all PALM BEACH FARMS COMPANY rights of way adjacent thereto.
2. ALSO LESS, A portion of Tracts 87, 88, 105, 106, Block 74, PALM BEACH FARMS COMPANY, PLAT NO. 3, as recorded in Plat Book 2, Pages 45 through 54, public records, Palm Beach County, Florida; being specifically described as follows:

FROM the Southwest corner of Section 7, Township 47 South, Range 42 East, run on an assumed bearing of North  $00^{\circ}-23'-35''$  West, along the West line of said Section 7, a distance of 785.00 feet; Thence, run due East, along the Westerly extension of the South line of the North 433.00 feet of Tract #112, Block 74, and the South line of the North 433.00 feet of Tracts #105 through #112, Block 74, respectively, PALM BEACH FARMS COMPANY, PLAT NO. 3, as recorded in Plat Book 2, Pages 45 through 54, public records, Palm Beach County, Florida, a distance of 2475.40 feet to the POINT OF BEGINNING;

Thence, run due North, a distance of 253.80 feet;  
Thence, North  $36^{\circ}-36'-18''$  West, a distance of 260.59 feet to a point; said point bearing South  $21^{\circ}-47'-12''$  East from the radius point of the next described curve;  
Thence, Northeasterly, along a circular curve to the left, having a radius of 1400.00 feet and a central angle of  $12^{\circ}-36'-24''$  for an arc distance of 308.04 feet to a point of reverse curvature;  
Thence, run Northeasterly, Easterly and Southeasterly, along a circular curve to the right, having a radius of 25.00 feet and a central angle of  $88^{\circ}-47'-18''$  for an arc distance of 38.30 feet to a point of tangency;  
Thence, run South  $36^{\circ}-36'-18''$  East, a distance of 162.24 feet to a point of curvature;  
Thence, run Southeasterly and Southerly, along a circular curve to the right having a radius of 270.00 feet and a central angle of  $36^{\circ}-36'-18''$  for an arc distance of 172.50 feet to a point of tangency;  
Thence, due South, a distance of 310.79 feet;  
Thence, due West, along the South line of the North 433.00 feet of aforesaid Tract #105, Block 74, for 300.00 feet to the POINT OF BEGINNING.

3. ALSO LESS, the right of way for Lake Worth Drainage District Equalizing Canal No. 1 and Lake Worth Drainage District Lateral Nos. 42 and 43, as recorded.
4. ALSO LESS, the right of way for Kimberly Boulevard, as recorded in Plat Book 29, Page 229, public records, Palm Beach County, Florida.
5. ALSO LESS, PLAT NO. 1, AMERICAN HOMES AT BOCA RATON, according to the plat thereof, as recorded in Plat Book 32, Page 117, public records, Palm Beach County, Florida.
6. ALSO LESS, PLAT NO. 3, AMERICAN HOMES AT BOCA RATON, Unrecorded, being specifically described as follows:

(See Attachment "A")



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MEMBER • P. O. BOX 15786 • 2586 FOREST HILL BOULEVARD • WEST PALM BEACH, FLORIDA 33406 • PHONE 305 965-8900

ROLF ERNST WEIMER, P.L.S.  
OTTO J. KARCH, P.E.

ATTACHMENT "A"

February 1, 1977  
Boca-Hamptons Management, Inc.

## PLAT NO. 3, AMERICAN HOMES AT BOCA RATON

### LEGAL DESCRIPTION

THE SOUTH 387.00 FEET OF TRACTS 51, 52, 53, AND 54, ALL OF TRACTS 75, 76, 77, 78, 83, 84, 85, AND 86, ALL BEING IN BLOCK 74, PALM BEACH FARMS COMPANY PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 45-54, INCLUSIVE PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH THAT PART OF THE 30 FOOT ROAD RIGHT OF WAY, AS RECORDED IN SAID PALM BEACH FARMS COMPANY PLAT NO. 3, LYING SOUTH OF AND ADJACENT TO SAID TRACTS 51 THRU 54, INCLUSIVE, BLOCK 74.

LESS, HOWEVER THE EAST 205.00 FEET THEREOF.

ALSO, LESS, HOWEVER, THE WEST 315.00 FEET THEREOF.

ALSO, LESS, THAT PART OF KIMBERLY BOULEVARD, LYING IN SAID TRACT 86, BEING PREVIOUSLY PLATTED AS PART OF KIMBERLY HOMES, SECTION ONE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 29, PAGE 229, PUBLIC RECORDS PALM BEACH COUNTY FLORIDA.

CONTAINING: 31.9 ACRES

SHEET 3 OF 3

EXHIBIT 1 TO AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS  
AND RESTRICTIONS.

ARTICLES OF INCORPORATION

OF

AMERICAN HOMES HOMEOWNER'S ASSOCIATION #1, INC.  
(a Corporation Not For Profit)

In compliance with the requirements of the Laws of the State of Florida, the undersigned hereby associate themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the corporation is AMERICAN HOMES HOMEOWNER'S ASSOCIATION #1, INC., hereafter called the "Association".

ARTICLE II

The street address of the registered office of the Association is 120 North County Road, Palm Beach, Florida, 33480, and the name of the registered agent is ROBERT LEE SHAPIRO.

ARTICLE III

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence lots, Common Area and maintenance easements granted to the Association within that certain real property described in EXHIBIT A attached hereto and made a part hereof, and such additions thereto as may be brought within the jurisdiction of the Association (as provided in ARTICLE II of the Declaration of Protective Covenants and Restrictions applicable to the property described in EXHIBIT A), and to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Protective Covenants and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the public records of Palm Beach County, Florida, and as the

same may be amended from time to time, said Declaration being incorporated herein as if set forth at length;

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

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

(d) borrow money, and with the assent of two-thirds (2/3) of the votes of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by members who are entitled to vote two-thirds (2/3) of all the votes of the membership, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of the votes of members, except as otherwise provided in the Declaration;

(g) have and to exercise any and all powers, rights and privileges which a non-profit corporation organized under the

Laws of the State of Florida may now or hereafter have or exercise.

ARTICLE IV

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

ARTICLE V

VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or,
- (b) on January 1, 1987; or,
- (c) such earlier date as Declarant may determine.

ARTICLE VI

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of three (3) Directors, who need not be members of the Association. The number of directors may be changed by amendment of the By-laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

NAME

ADDRESS

ARTICLE VII

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by members who are entitled to vote not less than two-thirds (2/3) of all the votes of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE VIII

DURATION

The corporation shall exist perpetually.

ARTICLE IX

AMENDMENTS

Amendment of these Articles shall require the assent of two-thirds (2/3) of the votes of the membership.

ARTICLE X

SUBSCRIBERS

The names and street addresses of the Subscribers to these Articles of Incorporation are the same as listed in ARTICLE VI hereof.

ARTICLE XI

OFFICERS

The affairs of the Association shall be managed by the President of the Association, assisted by several Vice-Presidents, Secretary and Treasurer, and, if any, by the Assistant Secretary and Assistant Treasurer, subject to the directions of the Board of Directors.

The Board of Directors shall elect the President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors shall from time to time determine.

ARTICLE XII

AMENDMENTS TO BY-LAWS

The By-laws of the Association may be amended at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

ARTICLE XIII

INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Association shall indemnify any Director or officer of the Association who is made a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director or officer of the Association or is or was serving at the request of the Association as a Director, officer, employee or agent of another corporation, association, partnership, joint venture, trust or other enterprise:

(a) against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with an action, suit or proceeding (other than one by or in the right of the Association) if he acted in good faith, and, with respect to any criminal action or

proceeding, if he had no reasonable cause to believe his conduct was unlawful; and,

(b) against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of an action or suit by or in the right of the Association, if he acted in good faith.

The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

No indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Association unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

Any indemnification under this ARTICLE XIII (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the Director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in this ARTICLE XIII. Such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable, or even if obtainable and a quorum of disinterested Directors so directs, by a majority of Members of the Association representing a majority of the total votes of the Membership.

Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association from time to time as

incurred rather than only after the final disposition of such action, suit or proceeding. Payment of such expenses shall be authorized by the Board of Directors in each specific case only after receipt by the Association of an undertaking by or on behalf of the Director or officer to repay such amounts if it shall later develop that he is not entitled to be indemnified by the Association.

The indemnification provided by this resolution shall not be deemed exclusive of any other rights to which the Association's Directors, officers, employees or agents may be entitled under the Association's By-laws, agreement, vote of members or disinterested Directors or otherwise, both as to actions in their official capacities and as to actions in another capacity while holding such offices or positions, and shall continue as to a person who has ceased to be a Director, officer or employee and shall inure to the benefit of the heirs, executors and administrators of such a person.

Notwithstanding the foregoing provisions, indemnification provided under this resolution shall not include indemnification for any action of a Director, officer or employee of the Association for which indemnification is deemed to be against public policy. In the event that indemnification provided under this resolution is deemed to be against public policy, such an event shall not invalidate or affect any other right of indemnification herein provided.

The Association shall have the power, but shall not be obligated to purchase and maintain indemnification insurance to provide coverage for any liability asserted against any director, officer or employee of the Association in any of his capacities as described in this Article, whether or not the Association would have the power to indemnify him or her under this Article.

Any person requesting indemnification shall first look to any insurance maintained by the Association for indemnification against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement (as described above). The Association shall be



obligated to indemnify such person (if entitled to indemnification by the Association) only to the extent such insurance does not indemnify such person. In the event that any expenses, judgments, fines or amounts paid in settlement are paid pursuant to insurance maintained by such Association, the Association shall have no obligation to reimburse the insurance company.

ARTICLE XIV

TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

No contract or transaction between the Association and one or more of its directors or officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its officers or directors are officers or directors of this Association shall be invalid, void or voidable solely for this reason, or solely because the officer or director is present at or participates in meetings of the board or committee thereof which authorized the contract or transaction, or solely because said officers or directors votes are counted for such purpose. No director or officer of the Association shall incur liability by reason of the fact that said director or officer may be interested in any such contract or transaction.

Interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the Laws of the State of Florida, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this \_\_\_\_\_ day of \_\_\_\_\_, 1977.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF FLORIDA                    X  
  :  
COUNTY OF PALM BEACH            X

I HEREBY CERTIFY that on this \_\_\_\_ day of \_\_\_\_\_ 1977,  
personally appeared before me \_\_\_\_\_

\_\_\_\_\_, to me  
personally known and they acknowledged before me that they executed  
the foregoing Articles of Incorporation for the uses and purposes  
therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official  
seal in said County and State the day and year first above written.

\_\_\_\_\_  
Notary Public, State of Florida  
at Large

(NOTARIAL SEAL)

My Commission Expires:

I hereby accept my designation as Registered Agent.

\_\_\_\_\_  
Robert Lee Shapiro

Sworn and subscribed to  
before me this \_\_\_\_\_  
day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_

PARCEL 1:

PLAT NO. 1, AMERICAN HOMES AT BOCA RATON, according to the Plat thereof as recorded in Plat Book 32, Page 117, Public Records of Palm Beach County, Florida.

PARCEL 2:

PLAT NO. 3, AMERICAN HOMES AT BOCA RATON, unrecorded, more specifically described as follows:

THE SOUTH 387.00 FEET OF TRACTS 51, 52, 53, AND 54, ALL OF TRACTS 75, 76, 77, 78, 83, 84, 85, AND 86, ALL BEING IN BLOCK 74, PALM BEACH FARMS COMPANY PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 45-54, INCLUSIVE PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH THAT PART OF THE 30 FOOT ROAD RIGHT OF WAY, AS RECORDED IN SAID PALM BEACH FARMS COMPANY PLAT NO. 3, LYING SOUTH OF AND ADJACENT TO SAID TRACTS 51 THRU 54, INCLUSIVE, BLOCK 74.

LESS, HOWEVER THE EAST 205.00 FEET THEREOF.

ALSO, LESS, HOWEVER, THE WEST 315.00 FEET THEREOF.

ALSO, LESS, THAT PART OF KIMBERLY BOULEVARD, LYING IN SAID TRACT 86, BEING PREVIOUSLY PLATTED AS PART OF KIMBERLY HOMES, SECTION ONE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 29, PAGE 229, PUBLIC RECORDS PALM BEACH COUNTY FLORIDA.

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EXHIBIT 2 TO AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS  
AND RESTRICTIONS.

BY-LAWS

OF

AMERICAN HOMES HOMEOWNER'S ASSOCIATION #1, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is AMERICAN HOMES HOMEOWNER'S ASSOCIATION #1, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 120 North County Road, Palm Beach, Florida 33480, but meetings of members and directors may be held at such places within the State of Florida, County of Palm Beach, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

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

Section 2. "Properties" shall mean and refer to that certain real property described in EXHIBIT A to the Articles of Incorporation of the Association, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean a platted lot shown upon any recorded subdivision map of the Properties or a subdivided portion thereof, with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple

title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to LeCHARLEY, INC., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Protective Covenants and Restrictions applicable to the Properties recorded in the Public Records of Palm Beach County, Florida.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

#### ARTICLE III

##### MEETING OF MEMBERS

Section 1. Annual Meeting. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:30 o'clock, P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secre-

tary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

#### ARTICLE IV

##### BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect one director for a term of one year, one director

for a term of two years, and one director for a term of three years; and at each annual meeting thereafter the members shall elect one director for a term of three years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority of the votes of members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

#### ARTICLE V

##### NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations

for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

#### ARTICLE VI

#### MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegram, at least three (3) days prior to the day named for such meeting, unless notice is waived.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

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ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and,

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts

and corporate affairs and to present a statement thereof to the members at the annual meeting of the members.

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) subject to and as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least fifteen (15) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least fifteen (15) days in advance of each annual assessment period; and,

(3) foreclose the lien against any property for which assessments are not paid or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area and any maintenance easements granted to the Association to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

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

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

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

Secretary

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as

required by the Board.

Treasurer

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

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

x

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the highest rate allowable by law, and the Association may bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the property, and interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. The Association shall not be required to bring any such action if it believes that the best interests of the Association would not be served by doing so. No Owner may waiver or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: AMERICAN HOMES HOMEOWNER'S ASSOCIATION #1, INC., a Corporation Not For Profit, 1977.

ARTICLE XIII

AMENDMENTS

Section 1. These By-laws may be amended, at a regular or special meeting of the members, by a majority of the votes of a quorum of members present in person or by proxy.

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

ARTICLE XIV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of the AMERICAN HOMES HOMEOWNER'S ASSOCIATION #1, INC., have hereunto set our hands this \_\_\_\_ day of \_\_\_\_\_, 19\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF FLORIDA X  
: SS.  
COUNTY OF PALM BEACH X

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 1977,  
personally appeared before me \_\_\_\_\_,  
\_\_\_\_\_ and \_\_\_\_\_, to me  
personally known and they acknowledged before me that they executed  
the foregoing By-laws for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official  
seal in said County and State the day and year first above written.

\_\_\_\_\_  
Notary Public, State of Florida at Large

(NOTARIAL SEAL)

My Commission Expires: \_\_\_\_\_

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of AMERICAN  
HOMES HOMEOWNER'S ASSOCIATION #1, INC., a Corporation Not For  
Profit, existing under the Laws of the State of Florida; and,

That the foregoing By-laws constitute the original By-laws of  
said Association, as duly adopted at a meeting of the Board of  
Directors thereof, held on the \_\_\_\_\_ day of \_\_\_\_\_, 1977.

IN WITNESS WHEREOF, I have hereunto subscribed my name and  
affixed the seal of said Association this \_\_\_\_\_ day of \_\_\_\_\_,  
1976.

\_\_\_\_\_  
Secretary

xiii

OFFICIAL RECORD 2650 PAGE 1151

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



AMENDMENT TO DECLARATION OF  
PROTECTIVE COVENANTS AND RESTRICTIONS  
FOR  
AMERICAN HOMES OF BOCA RATON

77 87303

WHEREAS, the Declaration of Protective Covenants and Restrictions for AMERICAN HOMES OF BOCA RATON was recorded March 10, 1977, in Official Record Book 2650, page 1110, Public Records of Palm Beach County, Florida; and,

WHEREAS, Section 3 of ARTICLE XIV provides that said Declaration may be amended at any time upon the execution and recordation of an instrument executed by owners who are entitled to vote a majority of all the votes of AMERICAN HOMES HOMEOWNER'S ASSOCIATION # 1, INC.; and,

WHEREAS, LeCHARLEY, INC., as an owner, is entitled to vote more than a majority of all votes of said Association, and does hereby amend the above-mentioned Declaration of Protective Covenants and Restrictions in the following respects:

1. Section 4 of ARTICLE I, the definition of "Common Area", is hereby deleted, and replaced with the following:

"Section 4. "Common Area" shall mean all property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners, which may include entrance(s) to the "Properties", lakes and recreation areas deeded to the Association; maintenance easement(s) granted to the Association; and areas which are specifically depicted and labeled as Common Area on the plats filed on the Properties. Except as otherwise provided herein, no portion of a recorded plat which is Common Area may be vacated in whole or in part unless the entire plat is vacated."

2. Section 7 of ARTICLE V is hereby deleted and replaced with the following:

"Section 7: Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinated only to the lien of a mortgage given to an Institutional Lender. Sale or transfer of any lot shall not affect the assessment lien except that the sale or transfer of a lot by foreclosure of an institutional mortgage or by acceptance of a deed in lieu of foreclosure of an institutional mortgage shall extinguish the lien of assessments which became due prior to the date of sale or transfer. No sale or transfer shall relieve such lot from liability for any assess-

PALM OFF  
BEACH REC 2706 PAGE 1050

77 12 PM 5 56

765  
JEFFREY D. KNEEN  
Prepared by  
Levy, Plisco, Perry, Reiter & Shapiro, P.A.  
P.O. Box 1151  
Palm Beach, Florida 33480

ments thereafter becoming due or from the lien thereof. Provided, however, any Institutional Lender taking title by means of foreclosure or acceptance of a deed in lieu of foreclosure shall not be obligated to pay the assessments provided for herein during the time said Institutional Lender holds title; upon sale or lease of a lot owned by an Institutional Lender the obligation of the assessments shall be automatically reimposed. An "Institutional Lender" for the purposes of these covenants shall be any bank, savings and loan association, building and loan institution, mortgage company, corporate mortgage banker, insurance company, or corporate mortgage broker engaged in the business of closing and servicing mortgage loans."

3. Article XIII shall be amended by adding the following Section 18:

"Section 18. In the event a building situated on a Lot is removed or destroyed, and if said building is replaced, the replacement building shall not contain a greater number of dwelling units than contained in the building so removed or destroyed."

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals

this 8<sup>th</sup> day of July, 1977.

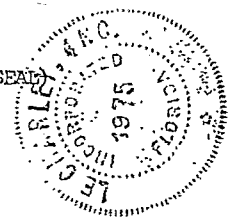
LeCHARLEY, INC.

Signed, Sealed and Delivered  
in our Presence:

By [Signature]  
Its Vice President

[Signature]  
[Signature]

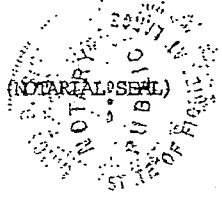
(CORPORATE SEAL)



STATE OF FLORIDA X  
: SS.  
COUNTY OF PALM BEACH X

Before me personally appeared HARRY R. DUNCAN, to me well known and known to me to be the individual described in and who executed the foregoing instrument as President of LeCHARLEY, INC., a Florida corporation, and he acknowledged to and before me that he executed such instrument as such President of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this 8<sup>th</sup> day of July, 1977.



[Signature]  
Notary Public, State of Florida at Large

My Commission Expires: March 29, 1984  
Notary Public, State of Florida at Large  
Bureau of Professional Regulation, Tallahassee, Florida

PALM BEACH OFFICE 2706 PAGE 1051

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

Return to: (enclose self-addressed stamped envelope)

Name

Address



09/25/2003 08:38:58 20030574587  
OR BK 15903 PG 0110  
Palm Beach County, Florida

**CERTIFICATE OF AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS OF SOUTHWIND LAKES HOMEOWNER'S ASSOCIATION, INC.**

The undersigned President and Secretary of Southwind Lakes Homeowner's Association, Inc., a Florida not-for-profit corporation ("Association"), hereby certify that the members voted to approve an amendment to the Declaration as set forth and annexed hereto by majority vote of the owners.

This Certificate of Amendment and the attached Amendment is pursuant to ARTICLE XIV, Section 3. Amendment of the Association Declaration.

Southwind Lakes Homeowner's Association, Inc. is the association responsible for promoting the health, safety, welfare, comfort and social and economic benefit of the members of the association and maintaining the common areas within Southwind Lakes as set forth in the Declaration of Covenants and Restrictions of Southwind Lakes recorded at Official Record Book 2650, Page 1110 of Palm Beach County.

IN WITNESS WHEREOF, the undersigned Officers of Southwind Lakes Homeowner's Association, Inc. a Florida not-for-profit corporation, have executed this certificate this 16 day of Sept., 2003.

Signed, sealed and delivered  
in presence of:

Southwind Lakes Homeowner's Association, Inc.

Colleen Cooney

[Signature]  
BY: Frank Raccioppi, President

[Signature]

[Signature]  
BY: Fabio Alba, Secretary

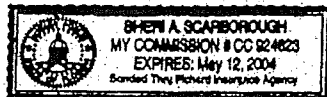
STATE OF FLORIDA }  
COUNTY OF PALM BEACH }

I hereby certify that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Frank Raccioppi and Fabio Alba, as President and Secretary respectively of Southwind Lakes Homeowner's Association, Inc., to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same for the purpose therein express and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 16 day of Sept. A.D. 2003

[Signature]  
Notary Public, State of Florida

My Commission Expires:



Amendment to Declaration of Protective Covenants and  
Restrictions  
Of  
Southwind Lakes Homeowners Association, Inc.

[Words ~~stricken~~ are deletions; words underlined are additions.]

Article XIII, Section 14:

No structure or improvement and no tree, bush, shrub, or landscaping of any kind shall be built or maintained upon any easement or right-of-way, without the prior written approval of the Board of Directors and applicable governmental authorities. ~~And~~ Said easements and rights-of-way shall at all times be open and accessible to the persons entitled to the use thereof.