

Prepared by and return to:
Evan R. Bachove, Esq.
FIELDS & BACHOVE, PLLC
4440 PGA Boulevard, Suite 308
Palm Beach Gardens, FL 33410

CERTIFICATE OF RECORDING AMENDED AND RESTATED GOVERNING DOCUMENTS FOR BENT TREE PROPERTY OWNERS ASSOCIATION, INC.

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Bent Tree Property Owners Association, Inc. was previously recorded in Official Records Book 8403, Page 1087, of the Public Records of Palm Beach County, Florida and was subsequently amended (referred to herein as the "Declaration"); and

WHEREAS, the Articles of Incorporation of Bent Tree Property Owners Association, Inc. were previously recorded in Official Records Book 8403, Page 1131, of the Public Records of Palm Beach County, Florida and were subsequently amended (referred to herein as the "Articles of Incorporation"); and

WHEREAS, the By-Laws of Bent Tree Property Owners Association, Inc. were previously recorded in Official Records Book 8403, Page 1141, of the Public Records of Palm Beach County, Florida and were subsequently amended (referred to herein as the "By-Laws"); and

WHEREAS, the Declaration, Articles of Incorporation and By-Laws provide for further amendments, as set forth herein.

NOW THEREFORE, the Declaration, Articles of Incorporation and By-Laws are hereby amended as follows (*new language is underlined; deleted language is ~~struck through~~*):

1. It is hereby certified that the attached Amended and Restated Declaration of Covenants, Conditions and Restrictions, and the attached Amended and Restated Articles of Incorporation were approved by the written consent of not less than two-thirds (2/3) of the voting interests of the membership, pursuant to Article XVIII, Section 1 of the Declaration and Article X, Section 1 of the Articles of Incorporation and pursuant to 617.0701(4), *Florida Statutes*. It is further certified that the Amended and Restated By-Laws were approved by the Board of Directors pursuant to Article VI, Section 6 of the By-Laws.

2. The attached Amended and Restated Declaration, the Amended and Restated Articles of Incorporation and the Amended and Restated By-Laws (collectively the "Amended and Restated Governing Documents") are hereby filed and recorded in the Public Records of Palm Beach County, Florida and shall replace and supersede all prior versions of the Declaration, Articles of Incorporation and By-Laws. Said Amended and Restated Governing Documents shall run with the real property subject to the Declaration, and shall be binding on all parties having any right, title or interest in the said real property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit and burden of each owner and occupant thereof, subject to any amendments recorded hereafter. (*Note: Some exhibits to the original governing documents are not included herein, but shall remain in full force and effect unless otherwise stated or provided herein*).

BENT TREE PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

[Signature]
Witness #1 Signature

Crystal Woodman
Witness #1 Printed Name

13560 Eastpointe Blvd.
Witness #1 Address PBB, FL 33418

Attest: [Signature]

Print Name: Andrea Ciampi

Title: President

[Signature]
Witness #2 Signature

[Signature]
Witness #2 Printed Name

13560 Eastpointe Blvd PBA, FL 33418
Witness #2 Address

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 20th day of October, 2025, by Andrea Ciampi, as ^{President}~~Secretary~~ of Bent Tree Property Owners Association, Inc., a Florida Not For Profit Corporation, on behalf of the corporation, who is personally known to me or has produced _____ as identification. If no type of identification is indicated, the above-named person is personally known to me.

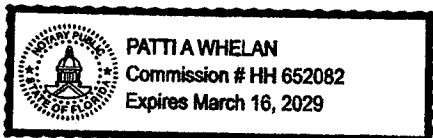
Physical Presence: x

OR

Online Notarization: _____

[Signature]
Notary Public
Printed Name Patti A. Whelan
State of Florida

My Commission Expires:



BENT TREE PROPERTY OWNERS
ASSOCIATION, INC., a Florida not-for-profit
corporation

Crystal Woodman

Witness #1 Signature

Crystal Woodman

Witness #1 Printed Name

13560 Eastpointe Blvd.
Witness #1 Address PBG. FL 33418

By: [Signature]

Print Name: Sean Thompson

Print Title: Treasurer

[Signature]

Witness #2 Signature

Lina Martin

Witness #2 Printed Name

13560 Eastpointe Blvd PkA, FL 33416
Witness #2 Address

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 20th day of October, 2025, by Sean Thompson, as ^{Treasurer}~~President~~ of Bent Tree Property Owners Association, Inc., a Florida Not For Profit Corporation, on behalf of the corporation, who is personally known to me or has produced _____ as identification. If no type of identification is indicated, the above-named person is personally known to me.

Physical Presence: x

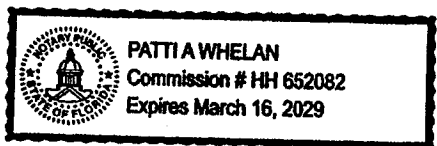
OR

Online Notarization: _____

[Signature]

Notary Public
Printed Name Patti R. Whelan
State of Florida

My Commission Expires:



AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

BENT TREE PROPERTY OWNERS ASSOCIATION, INC.

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, ~~is hereby made and executed this 3rd day of August, 1994~~ by BENT TREE PROPERTY OWNERS ASSOCIATION, INC., (the "Association"), ~~and M/I SCHOTTENSTEIN HOMES, INC., (the "DEVELOPER").~~

WHEREAS, the original Declaration of Covenants, Conditions and Restrictions for Bent Tree Property Owners Association, Inc. (herein the "Original Declaration") was recorded in the Official Records of Palm Beach County, Florida, at Official Records Book 8403, Page 1087;

WHEREAS, the Original Declaration was amended over time and the Association desires to amend and restate the Original Declaration to provide for incorporation of prior amendments, and to adopt additional changes to the Original Declaration as approved by the membership;

WHEREAS, ~~the Developer is the owner of this Amended and Restated Declaration (hereafter "Declaration") shall govern the property as depicted on the Plat of Bent Tree P.U.D. Phase I, according to the plat thereof recorded in Plat Book 73, Pages 89 to 93 of the Public Records of Palm Beach County, Florida, as well as the Plat of Bent Tree P.U.D. Phase 2, recorded in Plat Book 79, Pages 109-111 of the Public Records of Palm Beach County, Florida (the initial "Property"); and~~

WHEREAS, the ~~Developer~~ Association wishes to provide for the preservation and enhancement of property values, amenities and opportunities within the Property, in order to contribute to the personal and general health, safety and welfare of the Property owners and residents therein, and to this end wishes to subject the Property to the covenants, restrictions, easements, reservations, assessments, charges, liens and other provisions hereinafter set forth.

NOW THEREFORE, ~~Developer~~ the Association hereby declares the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, reservations, assessments, charges, liens and other provisions hereinafter set forth in this Amended and Restated Declaration of Covenants, Conditions and Restrictions, as it may be amended from time to time.

ARTICLE I

DEFINITIONS

The following terms, as used in this Declaration shall have the following meanings:

Section 1. ARTICLES OF INCORPORATION OR ARTICLES shall mean and refer to the Articles of Incorporation of Bent Tree Property Owners Association, Inc., a Florida Corporation not-for-profit attached hereto as Exhibit A and by reference made a part hereof, and as the same may be amended and supplemented from time to time.

Section 2. ASSESSMENTS shall mean and refer to all general assessments, special assessments, emergency special assessments and all other fees, charges and fines levied by the Association against Unit Owners for sums necessary to provide for the payment of all Common Expenses and to supply funds for budgetary requirements of the Association.

Section 3. ASSOCIATION shall mean and refer to Bent Tree Property Owners Association, Inc., a Florida corporation not-for-profit, and its successors and assigns.

Section 4. BOARD OR BOARD OF DIRECTORS shall mean and refer to the Board of Directors of the Association, which shall be responsible for the administration of the Association.

Section 5. BY-LAWS shall mean and refer to the By-Laws of Bent Tree Property Owners Association, Inc., a Florida corporation not-for-profit, attached hereto as Exhibit B and by reference made a part hereof, and as the same may be amended and supplemented from time to time.

Section 6. CITY shall mean and refer to the City of Palm Beach Gardens, an incorporated municipality created pursuant to Article VIII of the Constitution of the State of Florida.

~~Section 7. CLASS I LOTS shall mean and refer to any Lot upon which a Residential Unit has been completed as evidenced by issuance of a Certificate of Occupancy by the City. [Intentionally Deleted]~~

~~Section 8. CLASS II LOTS shall mean and refer to any Lot which is unimproved or upon which construction of a Residential Unit has commenced but has not yet been completed, nor received a Certificate of Occupancy from the City. [Intentionally Deleted]~~

Section 9. COMMON AREA shall mean all personal and real property and improvements thereon owned by the Association for the common use and enjoyment of the Members, excluding Lots.

Section 10. COMMON EXPENSES shall mean and refer to all expenses incurred by the Association in connection with its ownership, maintenance and other obligations set forth herein, regarding the Common Area, or as may be otherwise determined by the Board of Directors.

Section 11. COMMON SURPLUS shall mean and refer to all receipts of the Association, including, but not limited to, assessment, rents, profits, and revenues in excess of the amount of Common Expenses.

Section 12. COUNTY shall mean and refer to Palm Beach County, Florida.

Section 13. DECLARATION shall mean and refer to this instrument and all Exhibits attached hereto, and as the same may be amended and supplemented from time to time.

~~Section 14. DEVELOPER shall mean and refer to M/I Schottenstein Homes, Inc., an Ohio corporation qualified to do business in the State of Florida, doing business as M/I Homes, its successors or assigns if any such successor or assign acquires any right, title, or interest to or in all or any portion of the Property, from the Developer for the purpose of development and is designated by a recorded assignment of developer rights, executed by the President or Vice President of the Developer. [Intentionally Deleted]~~

Section 15. DEVELOPMENT ORDER shall refer to Ordinance 21, 1993 of the City of Palm Beach Gardens passed and adopted November 4, 1993, creating a Planned Unit Development (P.U.D.) known as "Bent Tree" which includes 185 single-family detached and zero lot-line residential homes, and as the same may be amended and supplemented from time to time.

Section 16. FOUNDATION shall mean the John D. and Catherine T. MacArthur Foundation, its successors and assigns.

Section 17. FOUNDATION AGREEMENT shall mean the Agreement of Easements, Covenants, and Restrictions between the Foundation and Developer dated and recorded March 16, 1994 in Official Records Book 8169, Pages 772 through 786, of the Public Records of Palm Beach County, Florida, and by reference made a part hereof, and as the same may be amended and supplemented from time to time.

Section 18. FRONT YARD shall mean the area of a Lot from the street front property line to a plane extending in line with the rear line of a Residential Unit.

Section 19. INSTITUTIONAL FIRST MORTGAGE shall mean and refer to a mortgage which is a first lien on a Unit held by a bank, savings bank, a savings and loan association, insurance company, real estate investment trust, the Developer, its subsidiaries or affiliates, or any other recognized institution.

Section 20. INSTITUTIONAL FIRST MORTGAGEE OR INSTITUTIONAL MORTGAGEE OR MORTGAGEE shall mean and refer to the holder of an Institutional First Mortgage which is also a bank, savings bank, a savings and loan association, insurance company, real estate investment trust, the Developer, its subsidiaries or affiliates, or any other recognized lending institution.

Section 21. LOT shall mean and refer to any plot of land, upon which a Residential Unit can be or has been constructed, that is numerically designated in any recorded plat of the Property excluding Common Area.

Section 22. MEMBER shall mean and refer to every Unit Owner who shall be required to hold membership in the Association, upon acquisition of title to a Lot ~~his Unit~~.

Section 23. OWNER OR UNIT OWNER shall mean and refer to the record Owner, whether one or more persons or entities or a Trust, of the fee simple title to any Lot which is a part of the Property and shall not include those having merely a security interest for the performance of an obligation in the Property.

Section 24. PARKWAY DECLARATION shall mean the Declaration of Easements, Covenants, Conditions, and Restrictions in the Parkway System made by the Foundation dated and recorded on March 16, 1994 in Official Records Book 8169, Page 760 of the Public Records of Palm Beach County, Florida, and by reference made a part hereof, and as the same may be amended and supplemented from time to time.

Section 25. PARKWAY SYSTEM shall mean Tracts B, P, Q, & S of the Plat of Bent Tree P.U.D. Phase I, which is subject to the Parkway Declaration, and an easement for public egress among the trees and vegetation as part of the larger "greenway" system intended by the City and the Foundation.

~~Section 26. PHASE I shall refer to the Plat of Bent Tree P.U.D. Phase I, which includes 110 single family detached and zero lot line residential homes, recorded in Plat Book 73, Pages 89 to 93. Phase I is also defined herein as the "Property."~~ [Intentionally Deleted]

~~Section 27. PHASE II shall refer to the balance of the Bent Tree P.U.D. approved by the Development Order which includes 75 single family detached and zero lot line residential homes, owned by the Foundation on the date of this Declaration.~~ [Intentionally Deleted]

Section 28. PROPERTY shall mean the property in the Plat of Bent Tree P.U.D. Phase I, recorded in Plat Book 73, Pages 89 to 93 of the Public Records of Palm Beach County, Florida, and the Plat of Bent Tree P.U.D. Phase 2, recorded in Plat Book 79, Pages 109-111 of the Public Records of Palm Beach County, Florida ~~any additional property which may be made subject to this Declaration by virtue of amendment hereto, including property which may be platted as the Plat of Bent Tree P.U.D. Phase II.~~

Section 29. RESIDENTIAL UNIT OR UNIT shall refer to any dwelling Unit constructed on a Lot or Lots together with other improvements constructed thereon within the Property for use and occupancy as a residence by an occupant or occupants who are approved by the Association in accordance with this Declaration ~~by a single family.~~

Section 30. SURFACE WATER MANAGEMENT SYSTEM shall mean and refer to those lakes, canals, water control structures and other facilities created and used for drainage of the Property and for recreational purposes, in accordance with the terms of the Association Documents. Water levels in the Bent Tree Lake may decline significantly at certain times as a result of the wellfield pumpage.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. EXISTING PROPERTY. The initial property which shall be subject to this Declaration upon the recordation hereof in the Public Records of the County, is that Property defined and described herein.

~~Section 2. ADDITIONAL PROPERTY. Developer may, at any time and from time to time, subject additional property to this Declaration by recording in the Public Records of the County any amendment to this Declaration describing such additional property.~~

~~Section 3. PHASE II PROPERTY. The Foundation Agreement paragraph 5.02 requires this Declaration to provide for the three (3) possibilities as to Phase II. The Foundation, or the successor owner of Phase II, may at its option, elect to (i) form its own homeowner's association which will undertake the specific obligations of the Development Order relating solely to Phase II and which will pay the Foundation's Proportionate Share of the annual maintenance cost of the Parkway System; (ii) form its own homeowner's association which will undertake the specific obligation of the Development Order relating solely to Phase II and, together with the Association form a master association, which master association would have responsibility for the maintenance of the Parkway System and the recreational facilities on Phase I, or (iii) pursuant to provisions in this Declaration, add Phase II to the Association.~~

ARTICLE III

PROPERTY RIGHTS

Section 1. TITLE TO THE COMMON AREA. Title to the Common Area within the Property shall has been dedicated by the Developer to the Association free and clear of all encumbrances before the first Lot is conveyed to an Owner.

Section 2. GENERAL EASEMENTS. Each of the following easements, as same may now or hereafter be shown on any plat or plats of record or in any other document filed as to any part of the Property, are hereby reserved and otherwise created, dedicated, and conveyed in favor of the Association, all Owners, ~~the Developer,~~ and their respective licensees, invitees, grantees, successors, and assigns unless said licensees, invitees, grantees, successors, and assigns are the subject of an action of the Board prohibiting their entry onto the Property, and are covenants and servitudes running with the title to the Property:

(a) Utilities. An easement for utilities, including, but not limited to, electricity, gas, telephone, cable television, communications facilities, water and wastewater services, lift stations, drainage, stormwater, and irrigation systems, or as may be required for utility services, including the maintenance and operation of lakes, ponds, wells, well sites, and systems for drainage, irrigation and effluent areas in order to adequately serve all or any part of the Property, and all improvements thereon. See the Parkway Declaration for restrictions on utilities in the Parkway. See the Foundation Agreement for cross easements and relocation conditions ~~between Phases I and II.~~

(b) Pedestrian and Vehicular Traffic. An easement for pedestrian and vehicular traffic over, through and across the Common Area, but the same shall not give or create in any person the right to drive or park upon any portion of the Property not intended for such

common use designated as such by the Association Developer. ~~This easement is for the benefit of Phase II in accordance with the Foundation Agreement.~~

(c) Emergency Vehicles. An easement for the right of all lawful emergency vehicles, equipment and persons in connection therewith to pass over and across all portions of the Property to service the Owners, residents and all improvements.

(d) Maintenance and Repair. Easements for maintenance and repair and easements to enter over, through and upon all portions of the Property for the purpose of maintaining, repairing and replacing the Common Area, lakes, canals, all portions of the Property which the Association is required to maintain according to the Plats as recorded in Plat Book 73, Pages 89 to 93 and Plat Book 79, Pages 109-111 of the Public Records of Palm Beach County, Florida, including, but not limited to, all landscape buffers, and all other recreational facilities which constitute a part of the Property.

(e) Ingress and Egress Easements for Lots. An easement for ingress and egress from and to each Lot, the Common Area and such other facilities as may be herein described.

(f) Security Access Control System. An easement for any ~~security~~ access control system which may be constructed in or on the Property, or as may be required for ~~security purposes~~ by the Board in order adequately to secure control access to all or any portion of the Property, and any improvements thereon.

(g) Construction. An easement to enter upon, through and over and use any portion of the Property in connection with any construction on the Property as determined by the ~~Developer~~ Association.

(h) Surface Water Management System. An easement or easements for access to, maintenance, repairs and operation of the Surface Water Management System, including the Lake.

~~(i) Easements for the Developer. Easements are hereby reserved throughout the Common Area, including without limitation, the streets and the easements shown on the plat or plats of the Property, by the Developer, and its agents use with the development, marketing and sale of the Property. [Intentionally Deleted]~~

(j) Easements for the Association. ~~The Developer and the~~ Association shall have the right to grant such additional easements (including without limitation, easements to ~~private cable television service companies~~ communications providers) or to relocate existing easements throughout the Property as the ~~Developer or the~~ Association may deem necessary or desirable for the proper operation and maintenance of the Property, or any portion thereof, provided that such additional easements or relocation of existing easements do not prevent or unreasonably interfere with the Owners use or enjoyment of the Property.

(k) Restrictions on Owner Easements. No Owner shall grant any easement upon any portion of the Property to any person or entity, without the prior written consent of the Board, which shall not be unreasonably withheld.

(l) Reciprocal Easement. The Owner of each Lot shall have an open area easement on the Lot of any adjacent Unit which is constructed on a common boundary line, within one and one-half (1-1/2) feet of said common boundary line, rear yards excluded, for the placement of utility service meters.

(m) Encroachments. If any portion of the Common Areas encroaches upon any Lot, or if any Unit or other original constructed improvement by the Developer under the original building permits encroaches upon any Lot or upon any portion of the Common Areas, or if any encroachment shall hereafter occur as a result of (i) construction or reconstruction of any improvements, (ii) settling or shifting of any improvements, (iii) any addition, alteration or repair to the Common Areas made by or with the consent of the Association, (iv) any repair or restoration of any improvements of any Unit after damage by fire or other casualty, or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Areas, or (v) any non-purposeful or non-negligent act of an Owner except as may be authorized by the Association, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the improvements shall stand. A gate or fence post which merely touches an improvement constructed on a common boundary line of an adjacent Lot shall not be considered an encroachment.

(n) Service Easements. ~~Developer~~ The Association hereby grants to delivery, pick up and fire protection services, police and other authorities of the law, mail carriers, representatives of electrical, telephone, cable television, communications services and other utilities provided for herein, and to such other persons as the ~~Developer~~ or the Association may from time to time designate, the non-exclusive, perpetual right of ingress and egress over and across the Common Areas, now or hereafter created, for the purpose of performing their services and investigations.

(o) Additional Right-of-Way. In the event that any sidewalks which are constructed parallel to any roadway located within the Property are located all or partially within any Lot on the Property, then a nonexclusive, perpetual right-of-way shall exist on any portion of said sidewalks which are located within the Lot.

(p) Parkway System. The Parkway System, Tracts B, P, Q, & S on the Plat of Bent Tree P.U.D. Phase I, is dedicated as a non-exclusive easement for ingress and egress to the public, and is subject to the easements, covenants, conditions, and restrictions of the Parkway Declaration. See the Parkway Declaration for conditions upon the lighted sign walls, entrance feature, and access drive from Central Boulevard to Bent Tree across the Parkway.

(q) Roof Overhang and Zero Wall. The Owner of each zero lot-line Lot shall have an easement on any adjacent Lot, within three (3) feet of the Owner's zero lot-line for roof overhangs and for the maintenance of the zero lot-line wall facing said adjacent Lot.

(r) Foundation Easements. The Foundation Agreement established easements which are incorporated herein by reference.

ARTICLE IV

ASSOCIATION

Section 1. ASSOCIATION. ~~The Developer has caused to be incorporated, the Bent Tree Property Owners Association, Inc. is a Florida corporation not-for-profit, in accordance with the Articles of Incorporation, a copy which is attached hereto and made a part hereof as Exhibit A. The Association has not been formed, organized, or incorporated in such a manner to qualify for tax exempt status under any provision of the Internal Revenue Code. It~~ which shall have the duties imposed in its Articles of Incorporation and By-Laws, and in accordance with this Declaration. The Association is ~~or will become~~ vested with primary authority and control over all of the Common Area and is ~~or will become~~ the owner of all real and personal property known as the Common Area. The Association may be assigned the rights of the Foundation under the Parkway Declaration as its purposes include the preservation and conservation of natural resources. The Association is the organization with the sole responsibility to make and collect Assessments from all Members, which Assessments will be made in accordance with Article X. The Association may also make and collect charges for maintenance services against any Owner, ~~or the Developer~~, as more fully set forth in Article X of this Declaration. The Association shall have the right to a lien for the charges and assessments to which it is entitled in accordance with Article X of this Declaration.

ARTICLE V

MEMBERSHIP AND VOTING RIGHTS

Section 1. MEMBERSHIP. Every Owner of a Lot shall automatically become a Member of the Association upon acquisition of fee simple title to any Lot and the delivery to the Association of such legal document conveying fee simple title to the Lot, by filing a deed therefor in the Public Records of the County. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Membership shall continue until such time as the Member transfers or conveys ~~his~~ the interest of record or the interest is transferred or conveyed by operation of law at which time membership, with respect to the Lot conveyed, shall automatically be conferred upon the transferee. No person or entity holding an interest of any type or nature whatsoever in a Lot only as security for the performance of an obligation shall be a Member.

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

~~Class A.~~ Class A The Members shall be all Owners with the exception of the Developer, and shall be entitled to one (1) vote for each Lot owned. In the event a Lot is owned by more than one individual or by a corporation, trust or other entity, the multiple individuals and/or officers or trustees shall determine amongst themselves who shall be Class A Member shall file a Certificate with the Secretary of the Association naming the person authorized to cast votes for said Lot. Voting rights and procedures shall be as provided in the Articles of Incorporation and By-Laws of the Association, as they may be amended from time to time. If the Certificate is not on file, the Owner shall not be qualified to vote and the vote of such Owner shall not be considered nor shall the presence of such Owner at a meeting be considered in determining whether the quorum requirement has been met. If a Lot shall be owned by husband and wife as tenants by the entirety, no Certificate need be filed with the Secretary naming the person authorized to cast votes for said Lot, and either spouse, but not both, may vote in person or by proxy and be considered in determining whether the quorum requirement has been met at any meeting of the Members, unless prior to such meeting, either spouse has notified the Secretary in writing that there is a disagreement as to who shall represent the Lot at the meeting, in which case the Certificate requirements set forth above shall apply.

~~Class B.~~ Class B Member shall be the Developer 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 upon the earlier of the following events:

- (a) ~~the Developer conveying title to 75% of the single family Residential Units located within the Property, or~~
- (b) ~~five (5) years after date of transfer of title of the first Residential Unit.~~

ARTICLE VI

RIGHTS, DUTIES AND OBLIGATIONS OF THE ASSOCIATION

Section 1. OPERATION OF PROPERTY. The operation of the Property shall be vested in the Association and exercised pursuant to the Association documents, the Parkway Declaration, the Foundation Agreement, and further subject to any other agreements, easements or restrictions affecting title to these lands and to which Developer is a party. Every Unit Owner, whether ~~he has ownership was~~ acquired his ownership by purchase, by gift, conveyance or transfer by operation of law, or otherwise, shall be bound by the Association documents. The share of a Unit Owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his the Unit.

Section 2. LATENT CONDITIONS. Notwithstanding the duty of the Association to maintain and repair parts of the Property, the Association shall not be liable to Unit Owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the Property.

Section 3. AUTHORITY. No Unit Owner, except as a duly authorized Officer or Director of the Association, shall have any authority to act for or on behalf of the Association.

Section 4. POWERS. The powers and duties of the Association shall include those set forth in the By-Laws and Articles of Incorporation of the Association, and, in addition thereto, the Association shall have all the powers and duties set forth in Chapter 617, Florida Statutes, as amended from time to time, as well as all powers and duties granted to or imposed upon it by this Declaration. If the Association is dissolved, the assets shall be dedicated to a public body, or conveyed to a non-profit organization with similar purposes. In the event of any conflict, this Declaration shall take precedence over the Articles of Incorporation, By-Laws and applicable Rules and Regulations of the Association; the Articles shall take precedence over the By-Laws and applicable Rules and Regulations; and the By-Laws shall take precedence over applicable Rules and Regulations, and as all of the same may be amended and supplemented from time to time.

Section 5. BOARD ACTION. Unless the approval or action of Unit Owners is expressly required in the Association documents or by applicable law, all approvals or actions required or permitted to be given or taken by the Association shall be given or taken by the Board of Directors, without the consent of the Unit Owners. The Board of Directors may approve and act through the proper Officers of the Association without a specific resolution. When an approval or action of the Association is permitted to be given or taken pursuant to the Association Documents, such action or approval may be conditioned in any manner not in conflict with the requirements of the Association Documents as the Association deems appropriate, or the Association may refuse to take or give such action or approval without the necessity of establishing the reasonableness of such conditions or refusal, provided the same does not violate the requirements of the Association documents.

Section 6. COMMON AREA. No person shall use the Common Area in any manner contrary to, or not in accordance with, the Association Documents including, the Rules and Regulations which may be promulgated by the Association, or such traffic regulations which may be adopted by the Association,

Section 7. BULK RATE COMMUNICATIONS SERVICES~~CABLE TELEVISION~~. The Association may contract for bulk rate communications services, including but not limited to, cable television service and Internet services for all Lots, which will be a Common Expense.

Section 8. IMPLIED RIGHTS. The Association may exercise any other right or privilege given to it expressly by this Declaration, the Articles, or the By-Laws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

ARTICLE VII

MAINTENANCE

Section 1. MAINTENANCE OF THE COMMON AREA AND OTHER PROPERTY. The Association shall be responsible for the maintenance and repair of the Common Area and

other designated portions of the Property. Specifically, the property the Association shall maintain and be responsible for shall include, but not be limited to, the following:

- (a) Security Access Control. Such ~~Security~~ access control system, traffic gates, pedestrian gates, perimeter fences, and other security facilities, if any, which shall be operated and maintained for the benefit of all Members of the Association.
- (b) Streets. All roads, streets, rights of way, and streetscape within the Common Area of the Association. The Association Board may determine from time to time to maintain the sidewalk system on the Lots as a Common Expense.
- (c) Walls, Fences and Hedges. All walls, fences, and hedges that are on any of the Common Areas or that form the ~~security~~ perimeter of the Property. The Association shall not be responsible to maintain the exterior of any wall of any Residential Unit. The Association shall have reasonable access to maintain said walls, fences and hedges.
- (d) Improvements in Common Areas. All other improvements which may be constructed within the Common Areas.
- (e) Gopher Tortoise Long Term Management. The Association is responsible for the financial obligation and long-term management of the gopher tortoise Recipient Area in accordance with the regulatory agency standards. Future management of the Recipient Area shall include follow-up eradication of exotic vegetation and selective manual clearing, thinning or mowing that may be necessary to maintain the Recipient Area as suitable gopher tortoise habitat. The follow-up removal of exotic vegetation may be performed semi-annually or as needed.
- (f) Upland Preserve Management Plan. The Association is responsible for all upland preserves (preservation areas) dedicated to the Association as shown on the Plat(s) of the Property, in accordance with the Upland Preserve Management Plan ~~attached hereto as Exhibit C and incorporated herein by reference~~. The removal of preserved trees and vegetation is prohibited unless approval of the City Forester is obtained.
- (g) Recreational Facilities. The recreational facilities within the Common Area of the Association.
- (h) Central Boulevard Median. ~~The Association shall maintain in perpetuity the median of Central Boulevard along the entire length of the Bent Tree development. The City shall require, as a condition of approval of any new project located on the west side of Central Boulevard from the Bent Tree development, that such new project shall bear its proportionate share of the cost of the continued maintaining thereof. Only to the extent required by the City or applicable agreements with the neighboring communities, then the Association shall maintain or contribute its share for the maintenance of the median on Central Boulevard.~~
- (i) Parkway System. The Association shall maintain in perpetuity the Parkway System, Tracts B, P, Q, & S of the Plat of Bent Tree P.U.D. Phase I. In the event a Special

Parkway District is formed by the City of Palm Beach Gardens, or another entity, pertaining to Central Boulevard between PGA Boulevard and Donald Ross Road, then the Association shall automatically become a member of said Parkway District.

(j) Surface Water Management System. The Association shall maintain the Surface Water Management System, subject to the right, but not the obligation of the Northern Palm Beach ~~Water Control~~ County Improvement District to maintain those portions of the drainage system associated with the drainage of public roads. ~~Water levels in the Bent Tree Lake may decline significantly at certain times as a result of the wellfield pumpage.~~

(k) Utilities. The Association shall maintain utilities in the Common Areas, provided that if such utilities are transferred to a public utility or municipality, then such public utility or municipality shall specifically undertake such maintenance obligation.

(l) Landscape Buffers. As a clarification to the dedication on the Plat, the Association is responsible for the maintenance of all landscape buffers designated on the Plat of the Property. The Association shall have an easement over the portions of the Lots where the landscape buffer is located in order to access the landscape buffer areas. If an owner fails to provide access to this portion on the Lot, the Association shall have an easement over any other portion of the Lot as necessary to access the landscape buffer. Owners shall be responsible for any damage to any landscape material within the landscape buffers caused by the Owner, the Owner's guests, vendors, tenants, or invitees. If the Association is required to replace any landscape materials in the landscape buffer as a result of damage caused by the Owner, the Owner's guests, tenants, or invitees, the cost of the replacement shall be an assessment against the Owner and the Lot.

Section 2. MAINTENANCE BY THE OWNER. The responsibility of each Owner to keep ~~his~~ the Lot and the improvements located thereon in compliance with the standards promulgated by the Board and, in accordance with the requirements of the Association Declaration shall be as follows:

(a) Improvements on Lot. To maintain, protect, repair and replace, at ~~his~~ the Owner's own cost and expense, all portions of ~~his~~ the Lot together with all improvements, including but not limited to, sidewalk, driveway, lawn, landscaping, as originally installed, replaced, and supplemented thereafter; sprinkler system, and equipment located thereon, except any portions to be maintained, repaired and replaced by the Association as may be determined by the Board of Directors. Such maintenance, protection, repair and replacing shall be done without disturbing the rights of other Owners. In the event that an Owner shall fail to keep ~~his~~ the Lot and the improvements located thereon in compliance with the standards promulgated by the Board, the Association shall have a reasonable right of entry to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the Property, and any such cost shall be an assessment against the Owner and the Lot.

(b) Yards & Sprinklers. Each Owner shall be responsible for the maintenance of the landscape materials, sprinklers, and lawns in their Front Yards and their back yards. The Association Board may determine from time to time to maintain the landscape materials

or sprinkler systems, or lawns, in the front yard and/or back yard of each Lot, as a Common Expense. If the Owner adds approved landscape materials to the Lot, said materials may be maintained by the Association as set forth above; however, the Association shall not be responsible for replacement of any landscape materials on the Lots. No Owner shall convert ~~his~~ the sprinkler system from municipal water to well pump water from ~~his~~ the Lot.

(c) No Exterior Modifications. Not to modify or change the appearance or design or any portion or the exterior of any structure or site features located on the Property which are in common view without the prior written approval of the Board of Directors.

(d) Report to Association. To report promptly to the Association any defect or need for repairs, maintenance or replacement for which the Association is responsible.

(e) Yard Lights. Owners shall be required to maintain and repair upon their Lot the yard light(s), and photocell system if any, to continuously remain illuminated from dusk to dawn.

ARTICLE VIII

INSURANCE AND CASUALTY LOSSES

Section 1. INSURANCE. The Association is hereby authorized to purchase insurance on the Common Area in such amounts and with such companies as the Board shall deem appropriate, which shall include a liability policy covering the Common Area with a liability limit of at least one million dollars (\$1,000,000).

Section 2. LOSS OR DAMAGE TO THE COMMON AREA. In the event of loss or Damage to the Common Area, which loss or damage is covered by insurance, the proceeds shall be paid to the Association as insurance trustee for the Members to cover such loss or damage and shall be applied to the repair, replacement or reconstruction of the Common Area, and any remaining insurance proceeds shall then be placed into the reserves for repair, replacement or reconstruction by the Association.

Section 3. REPAIR AND RECONSTRUCTION. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the costs thereof, the Board of Directors shall have the right, but not the obligation to, without the necessity of a vote of the Members, levy a special assessment against all Members. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

Section 4. OTHER INSURANCE. In addition to the other insurance required by this Section, the Board shall have the authority to obtain, as a Common Expense, hazard insurance and workers compensation insurance, if and to the extent necessary, to satisfy the requirements of applicable laws, and a fidelity bond or bonds on Directors, Officers, employees, and other persons handling or responsible for the Association's funds. The amount of fidelity coverage shall be determined in the Board's best business judgment, but may not be less than three (3) months assessments, plus reserves on hand. Bonds shall contain a waiver of all defenses based

upon the exclusion or persons serving without compensation and may not be canceled or substantially modified without at least ten (10) days prior written notice to the Association. The Association shall also obtain construction code endorsements, steam boiler coverage, and flood insurance, if and to the extent necessary to satisfy the requirements of The Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, or the Federal Housing and Urban Development Department.

~~Section 5. — DEVELOPER AS NAMED INSURED. Any policy of insurance, of whatever nature, which insures any risk connected with the Property, shall provide that the Developer is a named insured along with any other named insured so long as the Developer owns any portion of the Property.~~

ARTICLE IX

CONDEMNATION

Section 1. COMMON AREA TAKEN. Whenever all or any part of the Common Area shall be taken (or conveyed by the Board in lieu of and under threat of condemnation) by any authority having the power of condemnation or eminent domain, ~~each Member shall be entitled to notice thereof and to participate in the proceedings incident thereto, unless otherwise prohibited by law.~~ The the award made for such taking shall be payable to the Association as trustee for all Members to be used as set forth herein.

Section 2. RESTORE COMMON AREA IMPROVEMENTS. If the taking involves a portion of the Common Area on which improvements have been constructed, then, ~~unless within sixty (60) days after such taking the Developer and at least seventy five percent (75%) of the Class A Members of the Association and the Board of Directors shall otherwise agree,~~ the Association shall restore or replace such improvement so taken on the remaining land included in the Common Area to the extent lands are available therefore, in accordance with plans approved by the Board of Directors.

Section 3. REMAINING FUNDS. If the taking does not involve any improvement on the Common Area, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board of Directors shall determine; provided however, if improvements made to the Parkway by the Foundation are taken as not replaced, the Foundation shall have the right to make a claim for an award for the value of the improvements made to the Parkway by the Foundation which were taken and not replaced.

ARTICLE X

ASSESSMENTS AND LIEN

Section 1. AUTHORITY OF ASSOCIATION. The Association, through its Board of Directors, shall have the power and authority to make and collect Assessments as hereinafter set forth.

Section 2. GENERAL ASSESSMENTS. General assessments shall be determined annually for the purpose of maintenance and management of the Association, the Common Area, and for the purpose of promoting the safety and the welfare of the Members. Without limiting the foregoing, general assessments shall be used for the payment of: operation, maintenance and management of the Association and the Common Area; property taxes and assessments against and insurance coverage for the Common Area; legal and accounting fees; maintenance of the streets and streetscape within the Property; security access control costs; reasonable management fees; normal repairs and replacements; charges for utilities used upon the Common Area; bulk rate communications services, including cable television service and Internet services for all Lots; cleaning services; expenses and liabilities incurred by the Association in the enforcement of its rights and duties against the Members or others; the creation of reasonable reserves, and all other expenses deemed by the Board of Directors to be necessary and proper for reasonable management, maintenance, repair, operation and enforcement.

Section 3. BASIS AND COLLECTION OF GENERAL ASSESSMENTS. The Association through its Board of Directors shall annually estimate the Common Expenses it expects to incur and the period of time involved therein and shall assess its Members sufficient monies to meet this estimate. All General Assessments shall be at a uniform rate for each Lot so that each Lot subject to this Declaration shall be assessed equally. ~~All Members owning Class II Lots shall be assessed at one half the rate of Members owning Class I Lots.~~

(a) Collected in Advance. General Assessments shall be collected in advance monthly or otherwise as the Board in its sole discretion may determine. ~~Classification of Lots as either Class I Lots or Class II Lots shall be determined for each Assessment period.~~

(b) Budget Preparation and Notice. It shall be the duty of the Board ~~by November 30th~~ of each year to prepare a budget covering the estimated costs of operating the Association during the coming year. The budget shall include operating accounts or reserve funds as the Board deems appropriate. The Board shall mail a notice of the time and place of the meeting and copies of the proposed annual budget of Common Expenses to each Member not less than ~~ten (10)~~ fourteen (14) days prior to the Board meeting at which the budget will be considered. The meeting shall be open to all Members. If the proposed budget requires assessments against the Members in any fiscal or calendar year which exceed one hundred fifteen percent (115%) of the Assessments for the preceding year, the Board, upon written application of ten percent (10%) of the Members shall call a special meeting of the Members within thirty (30) days, upon not less than ~~ten (10)~~ fourteen (14) days written notice to each Member. At the special meeting, Members shall consider and enact a budget. The adoption of the budget shall require a vote of not less than a majority vote of all the Members. The Board may propose a revised budget to the Members at the Special Meeting, or by the written consent of Owners without a meeting procedure in the By-Laws, and if the Board's revised budget is approved by an affirmative vote of a majority of the votes present in person or by proxy cast by the Members, the budget shall be adopted. If a special budget meeting has been called and a quorum is not obtained, or a substitute budget is not adopted by the Members, the budget initially proposed by the Board shall go into effect as scheduled. In determining

whether Assessments exceed one hundred fifteen percent (115%) of similar Assessments in the prior year, ~~any authorized provisions for reasonable reserves for repair or replacement of the Property or expenses by the Association which are not anticipated to be incurred on a regular basis, shall be excluded from the computation~~ the calculation shall exclude any authorized provision for reasonable reserves for repair or replacement of the Common Area, anticipated expenses of the Association which the Board does not expect to be incurred on a regular or annual basis, insurance premiums, or assessments for betterments to the Common Area.

Section 4. SPECIAL ASSESSMENTS. The Association shall have the power and the Authority to levy and collect a special assessment from Members for all reasonable purposes including, but not limited to, the following: the acquisition of property by the Association; the cost of construction of capital improvements to the Common Area; the cost of construction, reconstruction, unexpected repair or replacement of a capital improvement, including the necessary fixtures and personal property related thereto; and the expense of indemnification of each Director and Officer of the Association. A special assessment shall be collectable in such manner as the Board of Directors shall determine. ~~If a special assessment shall exceed the general assessment for the Member in that year in which the special assessment is to be held, it shall require the approval of the Members of the Association, to be obtained at a duly convened regular or special meeting at which a quorum exists as defined in the By-Laws and which is called at least in part to secure this approval. Approval shall be by an affirmative vote of a majority of the votes present in person or by proxy.~~

Section 5. EMERGENCY SPECIAL ASSESSMENTS. The Association may levy an emergency special assessment when, in the sole determination of the Board of Directors, there is potential danger of damage to persons or property. Such emergency special assessments may be used to pay for preventive, protective, or remedial construction, reconstruction, improvements, repairs, or replacements. Events justifying emergency special assessments include, but are not limited to, hurricanes, floods and fires. Emergency special assessments shall be collectable from Members in such manner as the Board of Directors shall determine.

Section 5(a). INDIVIDUAL ASSESSMENTS. The Association, through its Board of Directors, shall have the power and authority to levy and collect an Individual Assessment against a Lot for the cost of maintenance, repairs or replacements within or without the Lot, which the Owner thereof has failed or refused to perform, and which failure or refusal has, in the opinion of the Board of Directors of the Association, endangered or impaired the use or value of other portions of the Property. The Association and its agents are hereby granted a right of entry onto each Lot to perform necessary maintenance, repairs and replacements, including the right to abate or eliminate any nuisance or violation. The notice to the Owner of an Individual Assessment shall designate the date when due. All Individual Assessments shall be collectible in such manner as the Association shall determine. The Individual Assessment may include an administrative fee charged by the Association in an amount to be determined by the Board of Directors, in its discretion, from time to time.

Section 6. EFFECT OF NONPAYMENT OF ASSESSMENTS. The Association is hereby granted the right to assess and collect late fees, ~~interest~~ and impose and foreclose liens upon each and every Lot and upon all appurtenances thereto and improvements thereon, which

liens shall secure and do secure the monies for all Assessments now or hereafter levied against the Owner of such Lot. Such liens shall also secure interest and any charges and late fees due and owing on any delinquent Assessment, as may be determined by the Board. Such liens shall also secure fines, and all costs and expenses of collection, including reasonable attorneys' fees and costs whether suit be brought or not, which may be incurred by the Association, in enforcing the lien. The Association is hereby granted the right to accelerate the balance of the calendar years Assessment and to consolidate said balance with any delinquent amount. The lien for Assessments shall be a charge on the land and a continuing lien upon the Lot for each such Assessment made subsequent to the lien. Regardless of the date of recordation of any claim of lien, the effective date thereof shall relate back, and it shall take priority, as of the date of recordation of the original Declaration for the Association (August 26, 1994). Regardless of the effective date of the lien for Assessments made by the Association, the lien of the Assessments provided for in this Declaration shall be superior to all liens, including homestead rights, but shall be subordinate and inferior to the lien of the mortgage of any Institutional Mortgagee. Notwithstanding anything contained in this Section to the contrary, fines may become liens on property only if permitted by the HOA Act. In addition, each Member shall be personally liable to the Association, for the payment of all Assessments, of whatever nature, including interest, fines, charges, late fees, and delinquent Assessments, together with all costs and expenses of collecting such Assessments including reasonable attorneys' fees whether suit be brought or not, which may be levied by the Association against such Member.

(a) Interest on Assessment and Acceleration Notice. An Assessment which is not paid when due shall bear interest from the date when due at the highest rate allowed by law per annum until paid, unless otherwise determined by the Board of Directors. In the event that the Member shall be more than fifteen (15) days delinquent in the payment of any Assessment, the Board may, after thirty (30) days prior written notice to the Member, accelerate the balance of the calendar years Assessments applicable to such Lot, and to foreclose said lien at the discretion of the Board. Payments received will be applied in accordance with the HOA Act, as amended from time to time ~~the following order: to fines, late fees, interest, costs, attorneys' fees, then assessments.~~

(b) Lien on Lot. The lien for delinquent Assessments shall remain attached to the Lot and Residential Unit until discharged, as provided herein. A Member may not waive or otherwise avoid liability for the Assessments provided for herein by non-use of the Common Area or by abandonment of its Lot or the Common Area.

Section 7. ASSESSMENTS SUBORDINATE TO INSTITUTIONAL FIRST MORTGAGE. The lien for Assessments shall be subordinate and inferior to any recorded Institutional First Mortgage in accordance with Florida law. The Association may, but shall not be obligated to, maintain a register of Institutional First Mortgagees. The written statement of the Association that a lien of the Association is subordinate to a mortgage shall be dispositive of any question of subordination. Such subordination shall, however, apply only to the Assessments which have become due and payable prior to a final sale or transfer of the mortgaged Lot, or other property, pursuant to a decree of foreclosure, or in any other proceeding or conveyance in lieu of foreclosure of the mortgage. Anything to the contrary notwithstanding, when an Institutional Mortgagee holding a first mortgage becomes an Owner upon the foreclosure of the mortgage owned by the Institutional Mortgagee (or as a result of a deed given in lieu of foreclosure of such

mortgage), such Institutional Mortgagee (and its successors and assigns) shall be liable to pay any unpaid Assessments and other charges to the Association that accrued prior to the Institutional Mortgagee's acquisition of title, as required by the HOA Act, as amended from time to time, unless the unpaid share of the Assessments is secured by a claim of lien for Assessments that was recorded prior to the recording of the subject mortgage owned by the Institutional Mortgagee. Any delinquent Assessments which are extinguished pursuant to a sale or transfer in connection with the foreclosure of a mortgage or any proceeding or deed in lieu of foreclosure shall be re-allocated and assessed to all Members in the same manner as General Assessments are assessed. Any third party acquiring title at a judicial or foreclosure sale or by deed in lieu of foreclosure shall be jointly and severally liable with the previous owner for all unpaid Assessments and other charges, including but not limited to, interest, late fees, attorney's fees, administrative fees and costs, that came due up to the time of transfer of title.

~~Section 8. ASSESSMENTS MADE TO FINANCE LITIGATION AGAINST THE DEVELOPER. In the event the Association, on its behalf or on behalf of some or all of its Members, commences to or seeks to commence litigation against the Developer based on matters related to the Property and, in regard to such litigation attempts to levy an Assessment of any nature, to finance such contemplated or actual litigation or an appeal therefrom, that portion of the Property which is owned by the Developer shall be exempt from such Assessment.~~

- (a) ~~Nothing contained in the foregoing shall relieve the Developer of its obligation to pay Assessments on the Property where required to do so, provided such Assessments are not used for the purpose of financing litigation, or appeals therefrom, against the Developer.~~

Section 9. EXEMPT PROPERTY. The Board of Directors shall exempt the following property from general, special and emergency special assessments, charges and liens created herein if such property is used, and so long as such property is used for the purposes set forth in this Declaration. Nothing contained herein shall exempt the properties described in this Section from the requirements as provided in Article VII of this Declaration. The following property is for the benefit of all Members and residents and shall be exempt from general, special and emergency special assessments, and charges and liens related thereto. Costs related to the properties shall be included in the Assessments made to the Members:

- (a) Any easements or other interests therein dedicated and accepted by a public authority and/or dedicated to public use; and
- (b) The Common Area.
- (c) ~~To the extent agreed to by the Board of Directors, all portions of the Property which are exempt from ad valorem taxation by the laws of the State of Florida.~~

~~Section 10. PAYMENTS BY DEVELOPER. In lieu of the payment of any general assessments, Developer, at its election, shall be responsible in the first two (2) years of operation of the Property only for the payment of that portion of the actual Common Expenses which exceeds the amount paid by Members other than the Developer, (the "Deficit"). The Developer shall pay the Deficit on a quarterly basis, as needed for the continued operation of the Association.~~

~~Developer may elect at any time within thirty (30) days of the end of any quarter to pay Assessments attributable to each Lot owned by the Developer, rather than to pay the Deficit, during the forthcoming quarter.~~

Section 11. CAPITAL CONTRIBUTION. All ~~initial~~ purchasers of Residential Units shall be required to make a one-time capital contribution at the time of acquiring title to the Unit, of at least \$150 ~~\$500~~ per Lot, as may be increased ~~hereafter~~ from time to time by the ~~Association Developer,~~ available for the purposes and uses as determined by the Board. Additionally, Owners shall pay the costs to establish an adequate reserve fund for replacement and/or capital refurbishment of the Common Areas in the amounts determined proper and sufficient by the Board. Said ~~initial~~ capital contribution and subsequent reserve funds are referred to as the "Capital Contributions." Each Owner acknowledges, understands and consents that Capital Contributions are the exclusive property of the Association as a whole, and that no Owner shall have any interest, claim or right to any such Capital Contributions or funds composed of the same. The following transfers of title to a Lot or Unit are exempt from payment of the Capital Contribution:

- a) Transfer to a member of the Owner(s)' immediate family;
- b) Transfer upon the death of the Owner(s) by will or intestate, but any subsequent transfer of title by the heirs or Estate of the Owner(s) is subject to the capital contribution;
- c) Transfer to or from a Trust or Trustee for tax or estate planning purposes, if all beneficiaries of the Trust are current Owner(s) or members of the Owner(s)' immediate family;
- d) Transfer to a First Mortgagee that acquires title to a Lot or Unit by foreclosure or deed in lieu of foreclosure;
- e) Transfer to the Association that acquires title to a Lot or Unit by foreclosure or any other conveyance; or
- f) Those transfers required by operation of law to be exempted from a Capital Contribution.

The term "immediate family" is defined and limited for this section to be the Owner(s)' spouse, parents, brothers, sisters, children, or an unmarried significant other of the Owner who, at the time of the transfer, was residing in the Unit with the Owner.

ARTICLE XI

ARCHITECTURAL STANDARDS

Section 1. ARCHITECTURAL REVIEW BY THE ASSOCIATION. The Association shall have jurisdiction in only aesthetic matters over all ~~original construction and landscaping exterior changes proposed by any Owner~~ on any portion of the Property. The Association can set architectural standards and procedures in only aesthetic matters which the Unit Owners shall be required to comply with. The Association shall have full authority to prepare and to amend the standards and procedures as it deems appropriate. ~~The Developer~~ Association may, in its sole

discretion, impose standards for construction and development which may be greater or more stringent ~~that the Association or~~ than the local standards prescribed in applicable building, zoning, or other local governmental codes.

Section 2. ARCHITECTURAL & LANDSCAPE REVIEW COMMITTEE. The Architectural & Landscape Review Committee (the "ARC") of the Board of Directors shall have exclusive jurisdiction in only aesthetic matters over modifications, additions, or alterations made on or to existing Lots, Residential Units or structures and the open space, if any, appurtenant thereto and any other improvements made upon the Property subject in all cases to final review by the Board of Directors; provided, however, that the ARC may delegate this authority, subject to the ARC's review, to the appropriate board or committee ~~of any association~~, or so long as the ARC has determined that such board or committee has in force review and enforcement practices, procedures and appropriate standards at least equal to those of the ARC. Such delegation may be revoked and jurisdiction reassumed at any time by written notice from the ARC. In the event that the Board does not appoint members to the ARC, then the Board shall serve as the ARC.

(a) Plans and Specifications Submission. The ARC may promulgate detailed standards and procedures governing its area of responsibility and practice in only aesthetic matters. In addition thereto, the following guidelines shall apply. Plans and specifications showing the nature, kind, shape, color, size, materials, and location of such modifications, additions, or alterations, shall be submitted to the ARC for approval as to quality of workmanship and design and harmony of external design with existing structures, and as to location in relation to surrounding structures, topography, and finish grade elevation. Further, the ARC does not have the right to approve of plans that are in violation of any county ordinance, and/or regulations and/or Southern Standard Building Code. ~~Further, should said municipalities, county, and/or the Southern Building Code require as a condition precedent, approval of a municipality, county and/or a regional commission, said approval shall be a condition precedent to submission to the ARC.~~ Owner shall be responsible for all building permits, approvals, and inspections, if any. In the event that approval of a municipality, county or other governmental agency is required for a proposed modification, then the Owner shall obtain said approval in addition to the approval of the ARC. In the event that the ARC approves any modification that is rejected by the municipality, county or other governmental agency, then said modification shall be deemed denied. No permission or approval shall be required to repaint in accordance with an originally approved color scheme, or to rebuild or replace in accordance with originally approved plans and specifications. Nothing contained herein shall be construed to limit the right of an owner to remodel the interior of his residence, or to paint the interior of his residence any color desired, unless said remodeling or painting is determined by the ARC to be in conspicuous view, mandating the necessity of ARC approval. In the event that within forty-five (45) days after final submission of the plans and additional information reasonably required by the ARC, the ARC fails to approve or disapprove such plans, the plans shall be deemed approved.

Section 3. DEVELOPMENT STANDARDS. Similar models of homes and similar exterior color packages of homes shall not be located next to one another, or directly across the street from one another, unless the prior written approval of the ARC is obtained, which approval is in the sole and absolute discretion of the ARC.

Section 4. The Board or ARC may adopt a schedule of reasonable fees for processing requests for approval. Such fees shall be payable to the Association at the time that the plans and specifications and other documents are submitted to the ARC. Upon submission of an application to the ARC, the ARC may determine, in its reasonable discretion, that a review of an outside consultant/professional is required. In such an event, the Owner shall be responsible for all fees charged by the outside consultant/professional, as a condition precedent of the ARCB reviewing and approving the application. The payment of such fees, as well as other expenses of the ARC required to be paid, shall be deemed to be an individual Assessment against an Owner, enforceable against the Owner and the Owner's Lot as provided in this Declaration.

ARTICLE XII

TRANSFER OF OWNERSHIP AND LEASING

Section 1. NOTICE. In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the Property, the transfer of a Residential Unit by any Member ~~other than Developer~~ shall be subject to the following provisions, which each Member covenants to observe:

(a) Sale. A Member intending to make a bona fide sale of ~~his~~ the Residential Unit, or any interest therein, shall give written notice to the Association of such intention, at least thirty (30) days prior to the intended closing date, together with a completed application on the form prescribed by the Association, an application fee which shall be determined by the Board and shall not exceed the maximum amount permitted by Florida law, as amended from time to time, the name and address of the intended purchaser, a copy of the purchase contract, and such other information concerning the intended purchaser as the Association may reasonably require.

(b) Lease. Leasing in any manner which violates the ~~single-family residential use~~ restriction is prohibited. Any Member intending to make a bona fide lease of ~~his~~ the Residential Unit shall give to the Association, notice of such intention in writing, at least thirty (30) days prior to the commencement date of the lease, together with a completed application on the form prescribed by the Association, an application fee which shall be determined by the Board and shall not exceed the maximum amount permitted by Florida law, as amended from time to time, the name and address of the intended lessee(s), the term of the lease, a copy of the lease and such other information concerning the intended lessee as the Association may reasonably require. All such leases shall be in writing and shall be for a term of not less than twelve (12) months, and a Residential Unit shall not be leased more than one (1) time in any twelve (12) month period. Further, all leases of Residential Units shall provide that the lessee shall be subject in all respects to the terms and conditions of this Declaration and that any failure by the lessee to comply with such terms and provisions shall constitute a material breach of the lease. ~~The lease may also state who shall be responsible for payment of Assessments which shall be assessed by the Association, provided however nothing contained in such lease shall modify the Member's obligation for payment of Assessments to the Association.~~ The Association may require such other lease provisions as it shall from time to time deem appropriate.

Unless expressly provided to the contrary in a lease, a Member, by leasing his Residential Unit, automatically delegates his rights of use and enjoyment of the Common Area to the lessee of the Residential Unit and in so doing, the Member relinquishes said rights during the term of the lease.

(b)(1) Lease Renewals. If the Owner desires to renew any lease, then the Owner must reapply to the Association in advance of the proposed renewal by resubmitting all required documentation and obtain the Association's approval in accordance with this Section. The Association, by and through the Board of Directors, shall have the authority to deny any renewal of a lease if the Owner or lessee(s) are in violation of the Association's governing documents, or if the lessee(s) have acted in a manner inconsistent with the governing documents, or have exhibited a history of disruptive behavior or disregard for the rights or property of others, in the sole discretion of the Board of Directors.

(c) Lease Restrictions. The following lease restrictions shall be applicable to all current and future Members (but shall not apply to any Residential Unit owned by the Association), unless specifically provided otherwise below:

1. As to any Member who has acquired title to a Residential Unit after [July 10, 2017], the Residential Unit shall not be leased or rented for at least one (1) full year from the date of acquiring title;

2. No more than ten percent (10%) of the total number of Residential Units may be rented at any one time, except that:

(a) If a Member already has a lease in effect on [July 10, 2017], then that Member may continue to renew the lease with the current tenant, but if the Member moves back into the Residential Unit at any time or enters into a new lease with a new tenant, then all of the regulations set forth in this Section shall apply (i.e., any new leases must be for a minimum of twelve (12) months).

(b) If a Member already has a lease in effect on [July 10, 2017] and the Residential Unit is sold after [July 10, 2017], then the tenant shall be permitted to complete the lease term up to a maximum of one (1) year from the date of the sale. The new Member shall then be prohibited from leasing or renting the Residential Unit for one (1) year from the expiration of the lease term.

(c) Notwithstanding the above, the Board of Directors, in their sole discretion, may otherwise approve a lease for hardship reasons only, but only for a maximum of one (1) year and only if the Member provides satisfactory documentation requested by the Board to confirm the hardship.

3. It shall be deemed a violation if any Owner advertises a Unit for rent on www.Airbnb.com, www.vrbo.com, www.homeaway.com, or any similar sites, unless the advertisement is clear that the rental will comply with all of the lease restrictions as set forth herein.

Section 2. GIFT, DEVISE OR INHERITANCE, OTHER TRANSFERS. An Owner who has obtained title by gift, devise or inheritance, or by any other manner not previously mentioned,

shall give to the Association, notice of the acquisition of title, together with such information concerning the Owner as the Association may require.

Section 3. FAILURE TO GIVE NOTICE. If the above required notice to the Association is not given, this shall be deemed a breach of this Declaration and, at the option of the Association, the Association may deem the lease wholly null and void and shall be cause for the Association to evict the intended lessee(s) and any other occupant(s). If legal action is required, in the reasonable discretion of the Association, then the Association shall be entitled to collect all reasonable costs, including reasonable attorney's fees, from the Owner. ~~the Association may deny the unauthorized Owner, lessee or occupant of a Residential Unit the use of the Common Area, Association facilities, and may take such other action at law and/or equity to divest the unauthorized Owner, lessee or occupant of record title and/or possession of the Lot and the Residential Unit situated thereon.~~

Section 4. CERTIFICATES OF APPROVAL OR DISAPPROVAL.

(a) Timing and Processing Fee. Except as otherwise provided hereinbelow, within ~~ten~~ twenty (20) days of receipt of such notice and complete information, the Association shall cause a Certificate of Approval to be executed by any Officer or authorized agent of the Association. ~~The Association shall have the right to charge the Member a fee not to exceed fifty dollars (\$50.00) for the processing of this information.~~

(b) Notice of Disapproval. In the event that a Member is delinquent in paying any Assessment or that a Member, his family, guests, tenants, licensees or invitees are not in compliance with any provisions of this Declaration, or any Rules and Regulations adopted by the Association, the Association shall have the right to disapprove the proposed sale or lease by sending a notice of disapproval to the Member within ~~ten (10)~~ twenty (20) days after receipt of notice and information.

In the event the delinquent Assessment is paid or the violation is corrected, the Association shall cause a Certificate of Approval to be executed by any Officer or authorized agent of the Association, within ~~ten (10)~~ twenty (20) days after receipt of proof satisfactory to the Association, that the delinquent Assessment has been paid or the violation corrected.

(c) Association Lease Approval. By submission of a lease for approval, the Member and prospective tenant(s) agree that the Association is authorized to conduct a criminal and financial background check as to all proposed occupants under the lease (the Member is responsible for the costs of such background checks). The Association may deny the lease if, in the sole discretion of the Board of Directors, such background checks provide reasonable evidence that any occupant may pose a risk to the community or that the tenant(s) are unlikely to be able to comply with the financial requirements of the lease.

Section 5. TRANSFERS VOID. Any sale, lease, gift, devise, or other transfer not authorized pursuant to the terms of this Declaration shall be void unless a Certificate of Approval of the Association is subsequently obtained.

ARTICLE XIII

USE RESTRICTIONS

Section 1. NUISANCE. Nothing shall be done on or in any Lot or Residential Unit which may be or may become an annoyance or nuisance to the Association or to any of its Members. In the event of any question as to what may be or may become an annoyance or nuisance, such question shall be submitted in writing to the Board of the Association for a decision in writing.

Section 2. COMMERCIAL ACTIVITIES. No portion of the Property shall be used for other than residential purposes and purposes incidental or accessory thereto, ~~except as may be authorized by the Developer in connection with the promotion and sale of Residential Units, or as may be permitted under the zoning regulations governing the Property.~~ Homeowners may use Lots for "home office" or "telecommuting" purposes, if such uses do not involve customers or clients coming onto the Property, excessive deliveries to the Lot, the posting of any signage in the Community, or the storage of equipment, products, or materials in the Community. Such uses are expressly declared customarily incident to residential use. This provision shall not be deemed to prohibit the Association from acquiring any Lot or Lots within the subdivision for such purpose or purposes as it may deem necessary or beneficial for its members, including, but not limited to, recreational purposes.

Section 3. CLOTHES DRYING AREAS. ~~No portion of any Lot shall be used as drying or hanging area for laundry of any kind, unless totally camouflaged from view outside the Lot. To the extent possible and to the extent not otherwise superseded by applicable law, clotheslines or drying areas shall only be located so as not to be visible from the streets.~~

Section 4. REMOVAL OF SOD AND SHRUBBERY; ALTERATION OF DRAINAGE. ~~Except for the Developer's acts and activities in the development of the Property, n~~ No sod, topsoil, muck, trees or shrubbery shall be removed from the Property or any Lot thereon, and no change in the condition of the soil or the level of the land of the Property or any Lot thereon shall be made, which results in any permanent change in the flow or drainage of surface water of or within the Property, without the prior written consent of the Board, and the South Florida Water Management District. The removal of preserved trees and vegetation is prohibited, without the prior written consent of the Board, and the City Forester.

Section 5. ARTIFICIAL VEGETATION. Unless otherwise superseded by applicable law, no artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot, unless approved by the Board.

Section 6. ANTENNAE AND AERIALS. Except as may be permitted by the ARC or except as specifically permitted by applicable law, no antennae, satellite dish, aerials or cable

reception equipment shall be placed or erected upon any Lot or affixed in any manner to the exterior of any Residential Unit, unless it is approved by the ARC.

Section 7. GARBAGE. In order to preserve the beauty of the Property, no garbage, trash, refuse, or rubbish shall be deposited, dumped or kept upon any portion of the Property except in closed containers, ~~dumpsters~~ or other garbage collection facilities deemed suitable by the Board, in proper-sized, closed plastic bags for curbside pickup as required, but no sooner than ~~the evening~~ twenty-four (24) hours before the scheduled pickup. Garbage cans should not be loaded to exceed forty-five (45) gallons and shall be on wheels. All containers, ~~dumpsters~~ and other garbage collection facilities shall be kept in the garage at all times other than when it is placed at the curb for pick up screened from view from outside the Lot upon which they are located and kept in a clean condition with no noxious or offensive odors emanating from them.

Section 8. SUBDIVISION AND PARTITION. The Lots shall not be subdivided or partitioned further than as provided in this Declaration or in any plat of the Property.

Section 9. TEMPORARY STRUCTURES. Unless expressly permitted by applicable law, no tents, trailers, vans, shacks or other temporary buildings or accessory structures shall be constructed or otherwise placed upon the Property unless approved by the Board ~~except in connection with construction, development or sales activities permitted under this Declaration or with the prior written consent of the Developer.~~

Section 10. MOTOR VEHICLES, TRAILERS, BOATS.

(a) Unless otherwise in conflict or superseded by applicable law, the residents of any Lot may keep within their Lot, in a designated parking area, no more than one (1) small truck or van of the type commonly used as a private passenger vehicle, so long as NO commercial equipment nor lettering or graphics is exposed. Commercial lettering shall be defined as any lettering or graphics referring to a commercial business, undertaking, or service. Additional small trucks or vans of the type commonly used as a private passenger vehicle must be kept fully enclosed inside a garage, the door to which is kept closed.

(b) No vehicle which is unlicensed or inoperable may be kept on the Property unless kept fully enclosed inside the garage.

(c) Unless otherwise in conflict or superseded by applicable law, no commercial vehicles of any kind shall be permitted to be parked for a period of more than four (4) hours, unless the same is temporarily present and necessary in the actual construction or repair of a Unit or to the service of the same.

(d) Unless otherwise in conflict or superseded by applicable law, no commercial vehicle of any kind shall be parked overnight, and no boat, boat trailers, buses, or trailers of any kind, campers, recreation vehicles or mobile homes shall be permitted to be parked within the Property at any time unless kept fully enclosed inside a garage, the door to which is kept closed.

(e) No repair work to any type of motor vehicle, boat or trailer shall be conducted on any Lot (other than in the garage) other than very minor repairs, cleaning or waxing which is completed in less than 24 hours.

(f) No truck, van, commercial vehicle, boat, camper or mobile home shall be used as a domicile or residence, either permanent or temporary.

(g) No motorized vehicle (including without limitation all-terrain vehicles or cycles, dirt bikes, golf carts, electric bicycles, scooters and other off-road recreational vehicles) shall be operated anywhere within the Property except on streets or roadways and then only if the vehicle and the driver are appropriately licensed.

(h) In addition to other remedies of the Association under this Declaration, the Board shall have the right to impose a fine upon any Member for any breach or violation of this Section, and, in addition, the right to tow away, or cause to be towed away, any boat, motor vehicle, trailer, etc., placed, parked or stored within the Property in violation of this Section. The amount of any fine imposed by the Board and the cost of any towing and related storage charges, if any, incurred by the Board, shall be assessed against the responsible Member, shall become a lien upon his Lot and Residential Unit and shall be enforced and collected in the manner provided in Article X.

Section 11. SIGNS. No signs of any kind, including window signs, shall be displayed in public view upon any Lot or Residential Unit, except for the following:

~~(a) The Developer may place professional signs on the Property, advertising Residential Units and Lots.~~

(b) An Owner may place on his Lot one (1) professional sign not larger than 20" x 30," advertising the Owner's Residential Unit for sale.

~~(c) The size and design of all signs except those described in subsections (a) and (b) shall be subject to approval~~ Any other signs that are approved by the Board.

Section 12. ANIMALS AND PETS. Only common household pets, such as dogs, cats and birds or other animals approved by the Board, no more than two (2) per species, may be kept upon any Lot or Residential Unit, but in no event for the purpose of breeding, or for any commercial purpose whatsoever. No other animals, livestock or poultry of any kind shall be kept, raised, bred or maintained on any portion of Property. Permitted pet shall be appropriately leashed and controlled in accordance with such Rules and Regulations as may be promulgated from time to time by the Board. Residents must use bags to clean up waste from their pets. Under no circumstances shall animals be permitted within the ~~Common Area Recreational Facilities, including but not limited to the tennis courts or pool areas~~ unless in a section of the Common Area expressly designated for their use by the Board. The Board shall have the right to require any pet to be removed from the Residential Unit which causes an unreasonable source of annoyance to any Owner, or if the Owner violates any provision of this Declaration relating to pets or violates any of the Rules and Regulations now or hereafter existing relating to pets.

Section 13. BARBECUES. Residents and their guests shall be permitted to locate and use moveable barbecues upon their respective Lots, provided they are located and used in the rear of the Residential Units, and shall be subject to such Rules and Regulations as may be promulgated from time to time by the Board, and shall be subject to any City, County or State requirements.

Section 14. GARAGE. No garage shall be enclosed or converted to another use.

Section 15. INCREASE IN INSURANCE RATES. No Member shall engage in any action which may reasonably be expected to result in an increase in the rate of any insurance policy or policies covering any portion of the Property not owned by the Member.

Section 16. FRONT YARDS. No fences, walls, or other permanent or fixed structures are permitted within the Front Yard area of each Lot.

Section 17. LAKE. Residents and their guests may utilize the Lake for fishing from the shore, but no other form of sailing, canoeing, paddle boating, and raft boating shall be permitted in the Lake unless approved by the Board, ~~provided said fishermen and boaters do not go upon any Lot without the permission of the Lot Owner~~. Docks of any kind shall not be constructed on the Lakeshore or on the Lake. No swimming is allowed in the Lake. Motorized and non-motorized Boats with motors of any kind shall not be operated in the Lake. Boats must be stored inside the Unit garage and shall not be stored on the Lake or the Lakeshore. Water levels in the Bent Tree Lake may decline significantly at certain times as a result of the wellfield pumpage. Well pumping from the Lake or from any Lot by Lot Owners is prohibited. Use of the Lake shall not disturb the Surface Water Management System and is subject to regulation by the South Florida Water Management District.

Section 18. PARKWAY SYSTEM. See the Parkway Declaration for prohibited acts and restrictions on the use of the Parkway System.

Section 19. RULES AND REGULATIONS. The Board may promulgate from time to time Rules and Regulations that are in addition to and consistent with these Use Restrictions.

ARTICLE XIV

REMEDIES, WAIVER AND SEVERABILITY

Section 1. REMEDIES FOR VIOLATIONS. Violation or breach of any condition, restriction or covenant herein contained or any Rules & Regulations shall give to the ~~Developer~~, the Association, and any aggrieved Members, jointly and severally, in addition to all other remedies prescribed herein, the right to proceed at law or in equity to compel compliance with the terms of said conditions, restrictions or covenants, and to prevent the violation or breach of any of them. See the Parkway Declaration for remedies to the Foundation for any breach or violation of the Parkway Declaration. The expense of such litigation shall be borne by the Member who is the subject of the litigation, or by the Association, provided such proceeding results in a finding that such party was in violation of this Declaration or a part thereof. Expenses of litigation shall include, but not be limited to, reasonable attorneys' fees incurred by the party or parties in seeking

such enforcement. The Association shall also be entitled to utilize any other remedies available under the law or governing documents, including but not limited to, fining, suspension of privileges, or seeking equitable relief in a court of law. The Association shall be entitled to recover its attorney's fees and costs incurred against an Owner who fails to comply with this sub-section, regardless of whether a legal action has been filed. Such attorney's fees and costs shall be deemed an Assessment and collectible in the same manner as an Assessment, as provided in this Declaration.

(a) Fines. The Board may impose a fine or penalty on any Member or occupant of a Residential Unit who does damage to the Common Area or for willful breach of prohibited activities after notice and opportunity to remedy, as provided for in this Article, or may charge such Member or occupant for all expenses incurred by the Association to repair or replace the Common Area. For the purpose of this Article, whenever a family member, guest, invitee, lessee, employee or agent of a Member causes such damage to the Common Area, or otherwise commits an act which constitutes a prohibited activity, the Member shall be deemed to have caused such damage. Any fine imposed in accordance with this Section shall be a personal obligation of the Member and shall constitute a charge against his Lot or Residential Unit until paid.

(b) Abatement. In addition to the foregoing right, the Association shall have the right, whenever there shall have been built or placed on any Lot any structure or improvement which is in violation of these restrictions, to enter in and upon the Lot or Residential Unit where such violation exists and summarily to abate or remove the same at the sole expense of the Member. Entry and abatement may be made only after the Association has complied with the requirements of Section 4 of this Article. If the Association determines that a violation of these restrictions exists, entry and abatement or removal shall not be deemed a trespass, an express easement by the Member being hereby granted.

(c) Violation Fines. The Board shall have the authority to impose fines upon any Member or occupant who violates the terms of this Declaration or the Rules & Regulations, as same may be established. The imposition of fines shall only be made in accordance with the terms of Section 4 of this Article.

Section 2. WAIVER AND FAILURE TO ENFORCE. Each and all of the covenants, conditions, restrictions and agreements contained herein shall be deemed and construed to be continuing. The extinguishment of any right or power herein contained shall not impair or affect any of the covenants, conditions, restrictions or agreements so far as any future or other breach is concerned. Failure to enforce any building restriction, covenant, condition, obligation, reservation, right, power or charge herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce such covenant as to the breach or violation. Failure to enforce same shall not give rise to any liability on the part of the ~~Developer~~ or the Association with respect to parties aggrieved by such failure.

Section 3. SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 4. PROCEDURE TO BE FOLLOWED IN THE EVENT OF VIOLATION OF THIS DECLARATION. The Association shall not impose a fine (a late charge does not constitute a fine), or suspend voting rights of a Member or occupant for the violation of the terms and covenants of this Declaration, Articles, By-Laws or any Rules or Regulations which may be promulgated by the Association unless ~~and until the following procedure~~ the procedure required by the HOA Act, as amended from time to time, is followed.:

~~(a) — Demand Letter. Written demand to cease and desist from an alleged violation shall be sent by the Board or its authorized delegate upon the Member or occupant allegedly in violation which shall specify:~~

~~(i) — The alleged violation;~~

~~(ii) — The action required to abate the violation; and~~

~~(iii) — A time period, of not less than ten (10) days, except where immediate action is appropriate during which the violation may be abated without further sanction, if such violation is a continuing one, or a statement that any further occurrence of the same violation may result in the imposition of a sanction after notice and hearing if the violation is not continuing.~~

~~(b) — Notice. The Association shall notify the Owner of the infraction or infractions. Included in the notice shall be the date and time of the next Board of Directors meeting at which time the Owner may present reasons why fines should not be imposed.~~

~~(c) — Hearing. Evidence of noncompliance shall be presented to the Board of Directors after which the Board of Directors shall hear evidence and reasons why fines should not be imposed if offered by the Owner. A written decision of the Board of Directors shall be sent to the Owner by no later than thirty (30) days after the Board of Directors meeting.~~

~~(da)~~ Fines. The Board of Directors may impose individual assessments as fines against the Owner's Lot as follows:

1. First noncompliance or violation: a fine not in excess of One Hundred Dollars (\$100.00).

2. Second noncompliance or violation: a fine not in excess of Five Hundred Dollars (\$500.00).

3. Third and subsequent noncompliance, or violation or violations that are of a continuing nature: a fine not in excess of One Thousand Dollars (\$1,000.00).

~~(e) — Payment of Fines. Fines shall be paid no later than thirty (30) days after notice of the imposition or assessment of the fines.~~

~~(f) — Collection of Fines. Fines shall be treated as an individual assessment otherwise due to the Association.~~

~~(g) — Application of Fines. All monies received from fines shall be allocated as directed by the Board of Directors.~~

(h) Nonexclusive Remedy. These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any fine paid by the offending Owner shall be deducted from or offset against any damages that the Association may otherwise be entitled to recover by law from such Owner.

~~(i) — Appeal. After the written decision of the Board, the alleged violator or aggrieved party shall have the right to appeal the decision to the Circuit Court of Palm Beach County. To perfect this right, the appeal must be filed within thirty (30) days after the date of the written decision.~~

ARTICLE XV

[This Article is intentionally deleted]

DEVELOPER'S RIGHTS AND VETO POWER

~~Section 1. — DEVELOPER'S RIGHTS. The Developer hereby reserves to itself, and the grantee of any Lot or Residential Unit hereby agrees, by acceptance of a deed of conveyance thereto, that the Developer shall have the following rights, without limitation or qualification or the necessity of consent or approval by the Members, so long as the Developer owns any portion of the Property, including property owned by the Developer as the result of any reconveyance of the Property, or until the Developer causes to be recorded in the Public Records of Palm Beach County, Florida, a Certificate of Termination of Interest in the Property which Certificate terminates any and all right, title, interest and obligation of the Developer in the Property.~~

~~(a) — The right to dispense pesticides throughout the Property;~~

~~(b) — The right to establish easements for itself over any portion of the Property owned by the Developer;~~

~~(c) — The right to maintain Lots and the Residential Units situated thereon if the Members fail to do so, including, wherever there shall have been built on any Lot any structure or improvement which is violation of this Declaration, the right to enter in and upon the said Lot or Residential Unit where such violation exists and summarily to abate or remove the same at the sole expense of the Member;~~

~~(d) — The right to maintain an easement, for construction staging purposes, across any Lot within the Property;~~

~~(e) — So long as the Developer retains control of the Board of Directors of the Association, the Developer shall have the right to appoint Members of the Board of Directors, in accordance with the By-Laws of the Association and to approve or disapprove~~

~~the appointment of all Officers of the Association. In the event the Developer shall enter into any contracts or other agreements for the benefit of the Members, the Developer may, at its option, assign its obligations under the agreements to the Association, and in such event, the Association shall be required to accept such obligations.~~

~~Section 2. VETO POWER. The Developer hereby expressly reserves to itself, and any grantee of any Lot or Residential Unit hereby agrees, by acceptance of a deed of conveyance thereto, that the Developer shall have the right to veto any or all of the following events so long as the Developer owns any part of the Property, including property owned by the Developer as the result of any reconveyance of the Property, or until the Developer causes to be recorded a Certificate of Termination of Interest in the Property, which Certificate terminates any and all right, title, interest and obligation of the Developer in the Property.~~

- ~~(a) Attempted amendment of this Declaration, or any exhibits hereon;~~
- ~~(b) Any management contracts entered into by the Association or the Board;~~
- ~~(c) Any reduction made to any security system within the property;~~
- ~~(d) Attempted relocation or removal of any recreational facilities or amenities within the Property;~~
- ~~(e) Any assessment for capital improvements which are imposed by the Association on any portion of the Property owned by the Developer;~~
- ~~(f) Any settlement of any claim made by the Association to collect upon any policy of casualty insurance which insures the Common Area;~~
- ~~(g) Any attempted cancellation or reduction of insurance coverage insuring all or any part of the Property;~~
- ~~(h) Any attempted dissolution of the Association by a vote of the Members of the Association; and~~
- ~~(i) Any attempted dedication of any portion of the Common Area to the City, the County or other governmental entity.~~

ARTICLE XVI

MORTGAGEES' RIGHTS

The following provisions are for the benefit of holders of Institutional First Mortgages on Residential Units within the Property. To the extent applicable, necessary, or proper, the provisions of this Article apply to both this Declaration and to the By-Laws of the Association. Notwithstanding the requirements of Article XVIII, the Board may amend the terms and provisions of this Article without the consent of the Owners.

Section 1. NOTICES OF ACTION. A holder, insurer, or guarantor of a Institutional First Mortgage, which provides written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the Residential Unit number or street address of the mortgaged premises), thereby becoming an “eligible holder,” will be entitled to timely written notice of:

- (a) Any condemnation loss or any casualty loss which affects a material portion of the Property or which affects any Residential Unit on which there is a first mortgage held, insured, or guaranteed by such eligible holder;
- (b) Any delinquency in the payment of assessments or charges owed by an Owner of a Residential Unit subject to the Institutional First Mortgage of such eligible holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of an Institutional First Mortgage, upon request, is entitled to written notice from the Association of any default in the performance by an Owner of a Residential Unit of any obligation under the Declaration or By-Laws of the Association which is not cured within sixty (60) days;
- (c) Any lapse, cancellation, or material modification of any insurance policy maintained by the Association; or
- (d) Any proposed action which would require the consent of a specified percentage of holders of Institutional First Mortgages.

Section 2. FEDERAL HOME LOAN MORTGAGE CORPORATION PROVISION. So long as required by the Federal Home Loan Mortgage Corporation (the “Mortgage Corporation”), the following provisions apply in addition to and not in lieu of the foregoing. Unless two-thirds (2/3) of the Institutional Mortgagees of Owners, or two-thirds (2/3) of the Members give their consent, the Association shall not:

- (a) By act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer a material portion of the Common Area which the Association owns, directly or indirectly (the granting of easements for public utilities or other similar purposes consistent with the intended use of the Common Area shall not be deemed a transfer within the meaning of this subsection);
- (b) Change the method of determining the obligations, assessments, dues, or other charges which may be levied against a Member.
- (c) By act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance and maintenance of Residential Units and of the Common Area (the issuance and amendment of architectural standards and procedures and regulations and use restrictions under Articles XII and XIII hereof shall not constitute a change, waiver, or abandonment within the meaning of this subsection);

(d) Fail to maintain all risk coverage insurance, as may be required by this Declaration;
or

(e) Use hazard insurance proceeds for any Common Area losses for other than the repair, replacement, or reconstruction of such property.

Section 3. Nothing contained in Article XVI, Section 2, of this Declaration shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration for any of the acts set out in said Section 2.

Section 4. Institutional First Mortgagees of Owners may, jointly or singularly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area and may pay overdue premiums on casualty insurance policies, or secure new casualty insurance coverage upon the lapse of a policy, for the Common Area, and Institutional First Mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

~~Section 5. HUDVA PROVISIONS. Annexation of additional properties, dedication of Common Area, amendment of the Declaration, dissolution and amendment of the Articles, and amendment of the By-Laws, requires HUDVA approval as long as there is a Class B membership.~~

CHAPTER XVII

INDEMNIFICATION OF DIRECTORS AND OFFICERS

Every Director and Officer of the Association, shall be indemnified by the Association against all expenses and liability, including attorneys' fees, reasonably incurred by or imposed upon ~~him~~ the director or officer in connection with any proceeding to which ~~he~~ the director or officer may be a party or which ~~he~~ the director or officer may become involved by reason of ~~his~~ the director or officer being or having been a Director or Officer, whether or not ~~his~~ the being or having been a Director or Officer, whether or not ~~he is~~ they are a Director or Officer at the time such expenses are incurred, except in such cases where the Director or Officer, is adjudged guilty of willful misfeasance or malfeasance in the performance of ~~his~~ the director or officer's duties; provided, however, that in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or Officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to, but not exclusive of all other rights to which such Officer or Director, may be entitled. This obligation shall be funded by Directors and Officers liability insurance as is reasonably available wherever possible, which insurance shall be a Common Expense of the Members.

ARTICLE XVIII

GENERAL PROVISIONS

Section 1. AMENDMENT. This Declaration may be amended in the following manner:

~~(a) Prior to the sale of the first Residential Unit to a Member, the Developer may amend this Declaration on its own initiative.~~

~~(b) Subsequent to the sale of the first Residential Unit to a Member, t~~The Declaration may be amended at any time and from time to time ~~upon the execution and recordation of an amendment approved either by written consent or a vote at a Membership Meeting, so long as the amendment is approved by~~ Members holding not less than two-thirds (2/3) of the voting interests of the membership, ~~provided that, so long as the Developer is the Owner of any Lot or any property affected by this Declaration or amendment hereto, no amendment will be effective without the Developer's express written consent.~~

(c) Any amendment which would affect the Surface Water Management System, including the water management portions of the Common Area, must have the prior approval of the South Florida Water Management District.

(d) Any amendment hereof which would amend the Parkway Declaration must have the approval of the Foundation.

~~Section 2. ASSIGNMENT. All of the rights, powers, obligations, easements and estates reserved by, or granted to the Developer or the Association, may be assigned by the Developer or the Association, respectively, as the case may be. Any assignment by the Association must be approved in writing by the Developer. After such assignment, the assignee shall have the same rights and powers, and be subject to the same obligations and duties as were the Developer or the Association prior to the assignment, and the Developer and the Association shall be relieved and released of all obligations with respect to such rights, powers, obligations, easements or estates arising after such an assignment.~~

Section 3. OWNER'S ACCEPTANCE OF COVENANTS, CONDITIONS AND RESTRICTIONS. Every Owner, by virtue of his acceptance of the deed of conveyance to ~~his~~ a Lot or Residential Unit and other parties by virtue of their occupancy or use of any part of the Property, hereby approve all of the terms and conditions, duties and obligations contained in this Declaration and all Exhibits thereto.

Section 4. HEADINGS, CAPTIONS AND TITLES. The headings, captions and titles contained herein are for ease of reference only, and do not constitute substantive provisions of this instrument. They shall in no way affect the subject matter or any of the terms and provisions under them nor the terms and provisions of this Declaration.

Section 5. CONTEXT. Whenever the context so requires or admits, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form and the singular form of any nouns and pronouns may be deemed to mean the corresponding plural form, and vice versa.

~~Section 6. ADDITIONAL USE RESTRICTIONS. Additional use restrictions may be filed and imposed by the Developer in connection with the recordation of any plat affecting all or any part of the Property, provided the same are not inconsistent with the provisions hereof.~~

Section 7. DECLARATION PREVAILING OVER OR CONFLICTING WITH GOVERNMENT REGULATIONS. Where this Declaration imposes minimum standards in excess of any law, ordinance, code, rule or regulation of government authorities having jurisdiction over the Property ("Laws"), this Declaration shall prevail. Where the Declaration conflicts with the Laws, such Laws to the extent of such conflict, shall prevail.

Section 8. EFFECTIVE DATE AND GOVERNING LAW. This Declaration shall become effective upon its recordation in the Public Records of the County and shall be construed in accordance with the laws of the State of Florida.

ARTICLE XIX

TERM

All of the covenants, restrictions and other provisions of this Declaration shall run with and bind the Property for a term of twenty-five (25) years from the date of recordation of this Declaration, after which time they shall be automatically extended for successive periods of ten (10) years each, unless an instrument executed by at least seventy-five percent (75%) of the votes of the Members then existing has been recorded, agreeing to change or terminate these covenants and restrictions.

~~———— IN WITNESS WHEREOF, the Developer and the Association have caused this instrument to be executed in its name by its undersigned duly authorized Officers, and its corporate seal to be hereunto affixed, the day and year first above written.~~

AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
BENT TREE PROPERTY OWNERS
ASSOCIATION, INC.

The undersigned, being of full age and competent to contract in the State of Florida do, in accordance with the provisions of Chapter 617, Florida Statutes, as same may be amended from time to time, hereby voluntarily make subscribe, acknowledge and file in the office of the Secretary of State of Florida, for the purpose of forming a corporation not for profit in accordance with the laws of the State of Florida, these Amended and Restated Articles of Incorporation, as provided under the law:

ARTICLE I

NAME AND PRINCIPAL PLACE OF BUSINESS

The name of this corporation shall be Bent Tree Property Owners Association, Inc., hereinafter referred to as the "Association" and its duration shall be perpetual. The principal office of the Association shall be the address listed on sunbiz.org from time to time. ~~initially be located at:~~

~~901 North Lake Destiny Drive
Suite 185
Maitland, Florida 32751~~

~~or at such other place as may be designated, from time to time, by the Board of Directors.~~

ARTICLE II

PURPOSE

The purpose for which the Association is organized is to engage as a corporation not for profit in protecting the value of the Property of the Members of the Association, to exercise all the powers and privileges and to perform all of the duties and obligations of the Association as defined and set forth in that certain Declaration of Covenants, Conditions, and Restrictions for Bent Tree Property Owners Association, Inc. (the "Declaration"), as amended from time to time, to be recorded in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, including the establishment and enforcement of payment of charges and assessments contained therein, and to engage

in such other lawful activities as may be to the mutual benefit of the Members and their Property. All terms used herein which are defined in the Declaration shall have the same meaning herein as therein.

ARTICLE III

POWERS

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

Section 1. **COMMON LAW AND STATUTORY POWERS.** The Association shall have all of the common law and statutory powers of a corporation not for profit including, but not limited to, those powers set forth and described in Chapter 617, Florida Statutes, as the same may be amended from time to time, together with, or as limited by, those powers conferred on the Association by the Declaration, these Articles, and the By-Laws of the Association, all as may be amended from time to time.

Section 2. **NECESSARY POWERS.** The Association shall have all of the powers reasonably necessary to implement its purpose, including, but not limited to, the following:

- A. To operate and manage the Common Area in accordance with the purpose and intent contained in the Declaration;
- B. To make and collect Assessments against Members to defray the Common Expenses;
- C. To use the proceeds of Assessments in the exercise of its powers and duties;
- D. To maintain, repair, replace and operate the Common Area and the improvements located thereon;
- E. To reconstruct improvements upon the Common Area after casualty;
- F. To make and amend the By-Laws and Rules and Regulations of the Association respecting the use of the Property;
- G. To pay all taxes and other assessments which are liens against the Common Area;

H. To enforce by legal means the provisions of the Declaration, these Articles, the By-Laws and the Rules and Regulations of the Association;

I. To provide for management and maintenance, and, in its discretion, to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as collection of assessments, preparation of records, enforcement schedules and maintenance of the Common Area. The Association shall, however, retain at all times the powers and duties granted it by common law, Florida Statutes and local ordinances including, but not limited to, the making of assessments, the promulgation of Rules and Regulations, and the execution of contracts on behalf of the Association;

J. To possess, enjoy and exercise all powers necessary to implement, enforce, and carry into effect the powers above described, including the power to acquire, hold, and convey real and personal property;

K. To do and perform all such other acts and things permitted and to exercise all powers granted to a corporation not for profit under the laws of the State of Florida as those laws now exist or as they may hereafter provide.

Section 3. **FUNDS AND TITLE TO PROPERTIES.** All funds and title to all properties acquired by the Association and the proceeds thereof shall be held only for the benefit of the Members in accordance with the provisions of the Declaration.

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

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Membership and voting rights shall be as set forth in the Declaration and By-Laws, as amended from time to time.

ARTICLE V

BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of Directors, as set forth in the By-Laws. ~~Until such time as the Developer relinquishes control of the~~

~~Association, as described in the Declaration and By-Laws, the Developer shall have the right to appoint a majority of the members of the Board of Directors. Further, no Director appointed by the Developer or the Board of Directors need be a Member; however, all Directors elected by members other than the Developer on the Board of Directors must be Members. The initial Board shall consist of three (3) Directors. The Developer shall be entitled at any time, and from time to time, to remove or replace any Director originally appointed by the Developer. The Developer may waive or relinquish in whole or in part any of its rights to appoint any one or more of the Directors it is entitled to appoint. The following persons shall constitute the initial Board of Directors:~~

<u>Name</u>	<u>Address</u>
Jack B. Hansen	901 North Lake Destiny Drive Suite 185 Maitland, Florida 32751
Charles C. Sharman	901 North Lake Destiny Drive Suite 185 Maitland, Florida 32751
Richard N. Kleisley	901 North Lake Destiny Drive Suite 185 Maitland, Florida 32751

ARTICLE VI

OFFICERS

~~The Officers named herein shall serve until replaced by the Developer or until the first regular meeting of the Board of Directors, which ever shall occur first. Officers elected at the first meeting of the Board shall hold office until the next annual meeting of the Board of Directors, or until their successors shall have been appointed and shall qualify. So long as the Developer retains control of the Association, as defined in the Declaration, no Officer elected by the Board shall serve the Association until such time as the Developer approves the Officer. Upon the election of an Officer by the Board of Directors, whether the election of an Officer by the Board of Directors, whether the election occurs at the annual meeting or otherwise, the Board shall forthwith submit the name of such newly appointed Officer or Officers, as the case may be, in writing, to the Developer. The Developer shall approve or disapprove said Officer, or Officers, within twenty (20) days after receipt of said name or names. In the event the Developer fails to act within such~~

~~time period, such failure shall be deemed approval by the Developer.~~ The initial Officers shall consist of a President, Vice President, Secretary, and Treasurer. ~~The following persons shall serve as the initial Officers of the Association:~~

<u>NAME</u>	<u>TITLE</u>
Jack B. Hansen	President
Charles C. Sharman	Vice President
Richard N. Kleisley	Secretary/Treasurer

ARTICLE VII

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every Officer and Director of the Association shall be indemnified by the Association as provided in the Declaration and Florida Statute Chapter 617, as amended from time to time.

ARTICLE VIII

INCORPORATOR

The name and address of the original incorporator and subscriber to these Articles of Incorporation wasis:

<u>Name</u>	<u>Address</u>
Charles C. Sharman	901 North Lake Destiny Drive Suite 185 Maitland, Florida 32751

ARTICLE IX

BY-LAWS

The By-Laws of the Association may be adopted, amended, altered or rescinded as provided therein; provided, however, that at no time shall the By-Laws conflict with these Articles of Incorporation or the Declaration. ~~Until such time as the Developer~~

~~relinquishes control of the Association, no amendments to the By-Laws shall be effective unless the Developer shall have joined in and consented thereto in writing.~~

ARTICLE X

AMENDMENTS

Section 1. Alteration, amendment or rescission of these Articles shall be proposed and adopted in the following manner:

(a) The Board shall adopt a resolution setting forth the proposed amendment, and directing that it be submitted to a vote, either by written consent or at a meeting of the Members, which may be either at the annual or a special meeting.

~~(b) Written notice setting forth a proposed amendment or a summary of the changes to be affected thereby shall be given to each Member entitled to vote thereon, which meeting may not occur less than ten (10) days nor later than thirty (30) days from the giving of notice of the meeting to consider the proposed amendment.~~

~~(c) At such meeting of the Members, a vote of the Members entitled to vote thereon, as provided in the Declaration, shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote approval of a majority of the votes cast by the Members, either by written consent, or if the vote is taken at a meeting, by the Members present in person or by proxy at such meeting, as long as at least a quorum of members cast a vote.~~

~~Section 2. Any number of amendments may be submitted to the Members and voted upon by them at one meeting.~~

~~Section 3. If a majority of the Members eligible to vote sign a written statement manifesting their intentions that an amendment to the Articles be adopted, then the amendment shall thereby be adopted as though the procedure set forth in Section 1 of this Article has been satisfied.~~

~~Section 4. For so long as either the Developer is the Owner of any lot or any property affected by these Articles or amendment hereto, no amendment will be effective without the Developer's express written consent.~~

~~Section 5. These Articles of Incorporation of the Association may be amended, altered or rescinded as provided in Florida Statute Chapter 617.~~

ARTICLE XI

REGISTERED AGENT AND REGISTERED OFFICE

The name of the ~~initial~~ registered agent shall be the person or entity listed on sunbiz.org from time to time ~~Charles C. Sharman, whose street address is 901 North Lake Destiny Drive, Suite 185, Maitland, Florida, 32751.~~ The Association shall have the right to ~~designate subsequent registered agents without amending these Articles of Incorporation.~~

AMENDED AND RESTATED BY-LAWS

OF

BENT TREE PROPERTY OWNERS

ASSOCIATION, INC.

ARTICLE I

NAME, PRINCIPAL OFFICE, AND DEFINITIONS

Section 1. NAME. The name of the Association shall be Bent Tree Property Owners Association, Inc., hereinafter referred to as the "Association".

Section 2. PRINCIPAL OFFICE. The ~~initial~~ principal office of the Association shall be the address listed on sunbiz.org from time to time ~~located at 237 S. Westmonte Drive, Suite 111, Altamonte Springs, Florida 32714~~. The Association may have such other office or offices as the Board of Directors may determine.

Section 3. DEFINITIONS. The words used in these By-Laws shall have the same meaning as set forth in the Declaration of Covenants, Conditions and Restrictions for Bent Tree Property Owners, Inc. (said Declaration, as amended, renewed, or extended from time to time, is hereinafter sometimes referred to as the "Declaration"), unless the context shall prohibit.

ARTICLE II

THE ASSOCIATION: MEMBERSHIP, MEETINGS, QUORUM, VOTING, PROXIES

Section 1. MEMBERSHIP. The Association shall have ~~two (2) classes~~ one (1) class of voting membership, as more particularly set forth in Article V, Section 2, of the Declaration, the terms of which pertaining to membership are specifically incorporated herein by reference.

Section 2. PLACE OF MEETINGS. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board of Directors.

Section 3. ANNUAL MEETINGS. ~~The first annual meeting of the Members shall be held within one year from the date of incorporation of the Association, and each~~

~~subsequent annual meeting shall be held in the month of November at such hour as may be determined by the Board of Directors. Annual members' meetings shall be held at such place as shall be determined by the Board of Directors, upon a date appointed by the Board of Directors, in each and every calendar year. No meeting shall be held on a legal holiday. The meetings shall be held at such time as the Directors shall appoint from time to time.~~

Section 4. 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-third (1/3) of all of the votes of the ~~Class A~~ membership. The notice of any special meeting shall state the date, time, and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. NOTICE OF MEMBERSHIP MEETINGS. It shall be the duty of the Secretary to send by regular mail, or electronically in the event that the member has consented in writing to receive electronic notices, or otherwise cause to be personally delivered to every Member entitled to vote a notice of each annual or special meeting of the Members stating the purpose of the meeting, as well as the time and place where it is to be held. If a Member wishes notice to be given at an address other than the official address registered by the Member with the Association, said Member shall have so designated by notice in writing to the Secretary such other address. The mailing or other delivery of notice of a meeting in the manner provided in this Section shall be considered service of notice. Notices shall be served not less than ~~ten (10) no more than forty-five (45)~~ fourteen (14) days before a meeting, unless otherwise provided in these By-Laws.

Section 6. WAIVER OF NOTICE. Waiver of notice of any meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member, whether in person or by proxy, shall be deemed waiver by such Member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted thereat unless objection to the calling or convening of the meeting, of which proper notice was not given, is raised before any business is put to a vote.

Section 7. ADJOURNMENT OF MEETINGS. If any meetings of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting, either in person or by proxy, may adjourn and reconvene the meeting to a ~~time~~ date not more than ~~thirty (30)~~ ninety (90) days from the ~~time~~ date the

original meeting was called. Notice of the time and place for the ~~recalled~~ reconvened meeting shall be posted in a conspicuous place in the Common Area of the Association. At such ~~adjourned~~ reconvened meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for the ~~adjourned~~ reconvened meeting or if, for any reason, a new date is fixed for the ~~adjourned~~ reconvened meeting after adjournment, notice of the time and place of the ~~adjourned~~ reconvened meeting shall be given to Members in the manner prescribed in Section 5 of this Article.

The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that any action taken shall be approved by at least a majority of the Members required to constitute a quorum. In the event that a meeting is recessed for any reason, no additional notice shall be required.

Section 8. VOTING. The voting rights of the Members shall be set forth in Article V of the Declaration, and such voting rights provisions are specifically incorporated herein.

Section 9. PROXIES. At all meetings of Members, each Member may vote in person or by limited proxy. Members shall not vote by general proxy. Limited and general proxies shall be used to establish a quorum. A proxy may be given to any Member or Director of the Association, or to the Board of Directors. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. For election of members of the Board of Directors, Members shall vote in person at a meeting of the Members by a ballot that the Member personally casts, or if permitted by the process adopted by the Board of Directors from time to time, a Member may vote by mailing or delivering a ballot in advance of the meeting.

All proxies shall be in writing and filed with the Secretary or the management company before the appointed time of each meeting. Proxies which are filed without designating the name of the proxy holder shall be considered null and void. Every proxy shall be revocable at any time at the pleasure of the Member executing it and shall automatically cease upon conveyance by the Member of his or her Lot within the Property or, in the case of a Member holding title as an individual, upon receipt of notice by the Secretary of the death or judicially declared incompetence of that Member. A proxy or ballot may provide an opportunity to specify approval or disapproval with respect to any

proposal. The Board of Directors may authorize the issuance of absentee ballots in its sole discretion, which may be consolidated with the proxy into a single document.

Section 10. MAJORITY. As used in these By-Laws, the term “majority” shall mean those votes, Members, or other group as the context may indicate totaling more than fifty percent (50%) of the total number.

Section 11. QUORUM. Except as otherwise provided in these By-Laws or in the Declaration, the presence in person or by proxy of ~~one third (1/3)~~ thirty percent (30%) of the total votes outstanding shall constitute a quorum at all membership meetings of the Association. In the event a quorum is not present, Members may join in the minutes thereof and such a signing shall constitute the presence of such parties for the purpose of determining a quorum.

Section 12. CONDUCT OF MEETINGS. The President shall preside over all meetings of the Association, and the Secretary or property manager shall keep the minutes of the meetings and record in a minute book all resolutions adopted at the meetings, as well as a record of all transactions occurring thereat. In the event that the President is unavailable, the Vice President shall preside over the meeting, unless a majority of the Board votes to appoint another Director to act instead ~~his place and stead~~.

Section 13. ACTION WITHOUT A MEETING. Any action which may be taken by the vote of Members at an annual or special meeting, may be taken without a meeting as and to the extent permitted by Florida law, as amended from time to time.

ARTICLE III

BOARD OF DIRECTORS: NUMBER, POWERS, MEETINGS

A. COMPOSITION AND SELECTION

Section 1. GOVERNING BODY; COMPOSITION. The affairs of the Association shall be governed by a Board of Directors. ~~Except as provided in Section 2 of this Article,~~ The Directors shall be Members of the Association.

~~Section 2. DIRECTORS DURING DEVELOPER CONTROL. A majority of the Directors on the Board shall be appointed by the Developer, acting in its sole discretion and shall serve at the pleasure of the Developer until Class A Members hold seventy-five percent (75%) of the total number of votes of the voting membership. The Developer may earlier surrender this right to appoint Directors. The Developer shall notify the Secretary~~

~~of the Association of the Directors which it is appointing to the Board at least thirty (30) days prior to the annual meeting. The Directors appointed by the Developer need not be Members of the Association. All Directors who are not appointed by the Developer shall be Members of the Association.~~

Section 3. NUMBER OF DIRECTORS. The number of Directors on the Board shall be not less than three (3) nor more than seven (7), as the Board of Directors may from time to time determine by resolution.

Section 4. NOMINATION OF DIRECTORS. ~~Nominations may be made by the Nomination Committee or as hereinafter provided. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and one 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 such 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 in no event less than the number of vacancies or terms to be filled. Nominations may occur from the floor. All candidates shall have a reasonable opportunity to communicate their qualification to the Members and to solicit votes. Solicitation of proxies without disclosure of candidacy shall not be permitted. Nomination for election to the Board of Directors shall be determined by the Board of Directors for the Association from time to time, which shall include a self-nomination procedure in advance of the annual meeting. There shall be no nominations permitted from the floor at the annual meeting.~~

Section 5. ELECTION OF DIRECTORS.

The election process shall be determined by the Board of Directors from time to time, but which may include the use of Proxies and/or mail-in ballots. No election shall be conducted unless at least a quorum of Members is obtained at the annual meeting.

~~(a) — When Class A Members shall hold at least twenty five percent (25%) of the total number of votes of the voting membership, they shall be entitled to elect one (1) member of the Board of Directors at the next annual meeting.~~

~~—— (b) — When Class A Members shall hold at least fifty percent (50%) of the total number of votes of the voting membership, they shall be entitled to elect two (2) members of the Board of Directors at the next annual meeting.~~

~~—— (c) — When Class A Members shall hold at least seventy-five percent (75%) of the total number of votes of the voting membership, they shall be entitled to elect three (3) members of the Board of Directors at the next annual meeting. At this annual meeting, and for all annual meetings thereafter until there no longer remains any portion of the Property for sale by the Developer, the Developer shall be entitled to appoint one (1) member of the Board of Directors.~~

~~—— (d) — In the event that, in accordance with the Declaration, a Certificate of Termination is filed by the Developer prior to control of seventy-five percent (75%) of the total number of votes by the Class A Members, the Class A Members shall be entitled to elect four (4) members of the Board of Directors at the next annual meeting. At this annual meeting, and for all annual meetings thereafter until there no longer remains any portion of the Property for sale by the Developer, the Developer shall be entitled to appoint one (1) member of the Board of Directors.~~

Section 6. TERM OF OFFICE. ~~At the election in November 2000, seven (7) Directors will be elected. The four (4) Directors who received the first, second, third and fourth highest plurality votes shall be elected for a term of two (2) years; the three (3) Directors who receive the fifth, sixth and seventh highest plurality votes shall be elected for a term of one (1) year. In order to ensure the continuity of experience, a system of staggered Board terms shall be maintained. At each Annual Meeting thereafter, either three or four Directors will be elected for two (2) year terms. Elected Directors shall not take office until January 1 of the year following as of the adjournment of the Annual Meeting at which they were elected. If, in future years the Board of Directors increases or reduces the number of Directors, the Board shall designate Directorship terms to maintain staggered two (2) year terms of office. If at any Annual Meeting an election does not occur because there is no quorum, and if the Board of Directors decides not to proceed under Article II, Section 11 of these Bylaws, and if the Annual Meeting is not adjourned pursuant to Article II, Section 7 of these Bylaws such that a quorum is achieved and an election held, the Directors whose terms would have expired had their successors been elected and qualified, shall serve until there is an election and their successors are elected and qualified. At the next election, Directors shall be elected pursuant to the staggered scheme set forth at the beginning of this Section.~~

Section 7. REMOVAL OF DIRECTORS. ~~At any regular or special meeting of the Association duly called, any one or more of the members of the Board of Directors, other than those appointed by the Developer, may be removed, with cause, by a majority vote of the Members, and a successor may then and there be elected to fill the vacancy thus created. A Director whose removal has been proposed by the members shall be given at least ten (10) days' notice of the calling of the meeting and the purpose thereof~~

~~and shall be given an opportunity to be heard at the meeting. Any Director may be recalled from the Board in accordance with the provisions in the HOA Act, as amended from time to time. Additionally, any Director who has three (3) consecutive unexcused absences from Board meetings or who is delinquent in the payment of an Assessment, fee, fine, or other monetary obligation to the Association for more than sixty (60) ninety (90) days shall be deemed to have abandoned his or her seat on the board, creating a vacancy on the board to be filled according to law may be removed by a majority voted of the remaining members of the Board of Directors.~~

In the event of death, resignation or removal of a Director, his a successor shall be elected by a majority of the remaining members of the Board and shall serve for the unexpired term of the predecessor.

~~Section 8. VOTING PROCEDURE FOR DIRECTORS. The first election of the Board shall be conducted at the first annual meeting of the Association, at which time the Developer shall announce the Directors which are appointed to the Board. At such election, and at all elections thereafter, the Members may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The candidates receiving the largest number of votes shall be elected. Cumulative and proxy voting for the election of the Directors shall not be permitted.~~

B. BOARD MEETINGS.

Section 9. ANNUAL MEETINGS. Each year, the first organizational meeting of the Board of Directors shall be held within ten (10) days after each annual meeting of the Members of the Association, at such time and place as shall be fixed by the Board.

Section 10. REGULAR MEETINGS. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors, but at least four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter. Notice of the time and place of the meeting may be sent electronically, if permitted and in compliance with the HOA Act, as amended from time to time, or (a) shall be posted at a prominent place within the Association Property at least forty-eight (48) hours in advance, except in an emergency, and (b) shall be communicated to Directors in the manner set forth in Section 11 of this Article, but not less than forty-eight (48) hours, prior to the meeting; provided, however, that notice of a meeting need not be given to any Director who may sign a waiver of notice or a written consent to holding of the meeting.

Section 11. SPECIAL MEETINGS. Special meetings of the Board of Directors shall be held when called by written notice signed by the President of the Association, or by a majority of the members of the Board of Directors.

The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each Director by one of the following methods: (a) personal delivery; (b) written notice by first class mail; (c) telephone communication, either directly to the Director or to a person at the Director's home or office who would reasonably be expected to communicate such notice promptly to the Director; or (d) by e-mail telegram, charges prepaid. All such notices shall be given or sent to the Director's address, e-mail or telephone number as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least seventy-two (72) hours before the time set for the meeting. Notices given by personal delivery, telephone, or e-mail telegraph shall be delivered, telephoned, or given to the telegraph company sent to the Director at least forty-eight (48) hours before the time set for the meeting, unless an emergency situation requires waiver of this requirement as may be determined by the Board. Notices shall be posted at a prominent place within the Association Property not less than forty-eight (48) hours prior to the scheduled time of the meeting.

Section 12. WAIVER OF NOTICE. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the Directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 13. QUORUM OF BOARD OF DIRECTORS. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for that meeting. At an adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 14. COMPENSATION. No Director shall receive any compensation from the Association for acting in such capacity or capacities, unless approved by a majority vote of the Board of Directors at a regular or special meeting.

Section 15. CONDUCT OF MEETINGS. The President shall preside over all meetings of the Board of Directors, and the Secretary or property manager shall keep a minute book for the Board of Directors, recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings. In the absence of the President, the Vice President shall preside over the meeting, unless a majority of the Board votes to appoint another any Director designated by the President shall to act instead his place and stead. Members of the Board shall be deemed present in person at a meeting of such Board if a conference telephone or similar communications equipment is used by means of which all persons participating in the meeting can hear each other at the same time.

Section 16. OPEN MEETINGS. All meetings of the Board shall be open to all Members, except those meetings that are permitted to be closed to the Members under the HOA Act, as amended from time to time ~~but Members other than Directors may not participate in any discussion or deliberation unless expressly so authorized by the President or Director presiding over the meeting.~~

Section 17. EXECUTIVE SESSION. The Board may adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar confidential nature.

Section 18. ACTION WITHOUT A FORMAL MEETING. Any action to be taken at a meeting of the Board or any action that may be taken at a meeting of the Board may be taken without a meeting if a consent is in writing, setting forth the action so taken, shall be signed by a majority or all of the Directors. An explanation of the action taken shall be posted at a prominent place or places within the Common Area within three (3) days after the written consents of a majority of all of the Board members have been obtained, except for items discussed in executive session.

C. POWERS AND DUTIES.

Section 19. POWERS. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and

things as are not by the Declaration, Articles, or these By-Laws directed to be done and exercised exclusively by the Members.

In addition to the duties imposed by these By-Laws or by any Resolution of the Association that may be hereafter adopted, the Board of Directors shall have the power to and be responsible for the following, by way of explanation, but not limitation:

(a) preparation and adoption of an annual budget in which there shall be established the contribution of each Member to the Common Expenses;

(b) making general, special and emergency special assessments to defray the Common Expenses, establishing the means and methods of collecting such Assessments, and establishing the period of the installment payments of such Assessments, as more particularly set forth in the Declaration. (Unless otherwise determined by the Board of Directors, the annual assessment against the proportionate share of the Common Expenses shall be due and payable by each Member in monthly installments.);

(c) collecting the Assessments, depositing the proceeds thereof in a financial institution which it shall approve, and using the proceeds to administer the Association;

(d) opening of bank accounts on behalf of the Association and designating the signatories required;

(e) providing for the operation, care, upkeep, and maintenance of all of the Common Area;

(f) designating, hiring, and dismissing the personnel for the Association necessary for its maintenance, operation, repair, and replacement of the Common Area and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties. Bids for work to be performed shall be considered official records and shall be maintained in accordance with the HOA Act, as amended from time to time for a period of one year;

(g) making and amending Rules and Regulations;

(h) making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Area in accordance with the other

provisions of the Declaration and these By-Laws after damage or destruction by fire or other casualty;

(i) enforcing by legal means the provisions of the Declaration, these By-Laws, and any Rules and Regulations adopted by it and bringing any proceedings which may be instituted by the Association on behalf of or against the Members;

(j) obtaining and carrying insurance against casualties and liabilities, as may be available, as provided in Article VIII of the Declaration, and paying the premium cost thereof; and

(k) ~~keeping books~~ official records for a period required by the HOA Act, as amended from time to time not less than seven (7) years ~~with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred. The said books and vouchers accrediting the entries thereupon shall be available for examination by the members, and their mortgagees, their duly authorized agents, accountants, or attorney, during reasonable business hours on working days as may be determined by the Board of Directors. All books and records shall be kept in accordance with generally accepted accounting practices.~~

Section 20. MANAGEMENT AGENT.

(a) The Board of Directors may employ for the Association a professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services as the Board shall authorize. The Board of Directors may delegate to the management agent or manager, subject to the Board's supervision, all of the powers granted to the Board of Directors by these By-Laws, other than the powers set forth in subparagraphs (a), (b), (d), (g), and (i) of Section 19 of this Article. ~~The Developer, or an affiliate, may be employed as managing agent or manager.~~

~~(b) No management contract may have a term in excess of one (1) year and must permit termination by either party without cause and without a termination fee upon thirty (30) days or less written notice.~~

(c) ~~remuneration~~ remuneration shall be accepted by the management agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; anything of value received shall benefit the Association.

(d) Any financial or other interest which the management agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors.

Section 21. ACCOUNTS AND REPORTS. The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise.

(a) Accrual accounting, as defined by generally accepted accounting principles, shall be employed.

(b) Accounting and controls should conform with established American Institute of Certified Public Accountants (AICPA) guidelines and principles. A segregation of accounting duties should be maintained, and disbursements by check shall require two (2) signatures, unless otherwise determined by the Board. ~~Cash disbursements shall be limited to amounts of fifty dollars (\$50.00) and under.~~

(c) Cash accounts of the Association shall not be commingled with other accounts.

(d) Annual financial reports shall be prepared for the Board of the Association in accordance with the HOA Act, as amended from time to time ~~containing a balance sheet as of the last day of the Association's fiscal year, and an income statement for said fiscal year, which shall be distributed to the Board within ninety (90) days after the close of the fiscal year.~~

(e) Any Institutional First Mortgagee shall, upon written request to the Board, receive a copy of the Association's annual financial report for the immediately preceding year.

(f) The Official Records of the Association are provided in the HOA Act, as amended from time to time: ~~(1) a copy of the plans, permits, warranties, and other items provided by the Developer; (2) a copy of the By-Laws of the Association and of each amendment to the By-Laws; (3) a certified copy of the Articles of Incorporation of the Association and of each amendment thereto; (4) a copy of the current rules of the Association; (5) a book or books that contain the minutes of all meetings of the Association, of the Board of Directors, and of members, which minutes shall be retained for a period of not less than 7 years; (6) a current roster of all members and their mailing addresses, parcel identifications, and, if known, telephone numbers; (7) all current insurance policies of the Association or a copy thereof; (8) a current copy of any~~

~~management agreement, lease, or other contract to which the Association is a party or under which the Association or the parcel Owners have an obligation or responsibility; and (9) accounting records for the Association and separate accounting records for each parcel.~~

Section 22. BORROWING. The Board of Directors shall have the power to borrow money for the purpose of repair or restoration of the Common Area and facilities without the approval of the Members of the Association, ~~provided, however, the Board shall obtain membership approval in the same manner as set forth in Article X, Section 4, of the Declaration concerning special assessments in the event that the proposed borrowing is for the purpose of modifying, improving, or adding amenities, and the total amount of such borrowing exceeds or would exceed twenty percent (20%) of the annual budget of the Association for that fiscal year.~~

Section 23. RIGHTS OF THE ASSOCIATION. With respect to the maintenance of the Common Area or other Association responsibilities, and in accordance with the Articles of Incorporation and the Declaration, the Association shall have the right to contract with any person or entity for the performance of various duties and functions. Without limiting the foregoing, this right shall entitle the Association to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives, the Master Association or other Associations or Condominium Associations, both within and without the Property. Such agreements shall require the consent of two-thirds (2/3) of the total votes of all Directors of the Association.

Section 24. VIOLATION PROCEDURE. The Board shall not impose a fine (a late charge does not constitute a fine), or suspend voting rights of a Member or occupant for violations of these By-Laws unless and until the procedure as set forth in ~~Article XIV, Section 4 of the Declaration~~ the HOA Act, as amended from time to time, is followed.

~~Section 25. DEVELOPER'S RIGHTS AND VETO POWER. The Developer shall have the rights and veto power as set forth in Article XV of the Declaration.~~

ARTICLE IV

OFFICERS

Section 1. OFFICERS. The Officers of the Association shall be a President, Vice President, Secretary, and Treasurer. The Board of Directors may elect such other Officers, including one or more Assistant Treasurers, as it shall deem desirable, such Officers to have the authority and to perform the duties prescribed from time to time by

the Board of Directors. Any two or more offices may be held by the same person, excepting the offices of President and Secretary. The President and Treasurer shall be elected from among the Members of the Board of Directors.

Section 2. ELECTION, TERM OF OFFICE, AND VACANCIES. The Officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the Members, as herein set forth in Article III. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term. ~~If the Association fails to fill vacancies on the Board of Directors sufficient to constitute a quorum in accordance with these By-Laws, any parcel Owner may apply to the Circuit Court that has jurisdiction over the community served by the Association for the appointment of a receiver to manage the affairs of the Association. At least 30 days before applying to the Circuit Court, the parcel Owner shall mail to the Association and post, in a conspicuous place on the property of the community served by the Association, a notice describing the intended action, giving the Association the opportunity to fill the vacancies. If during such time the Association fails to fill the vacancies, the parcel Owner may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs, and attorney's fees. The receiver shall have all powers and duties of a duly constituted Board of Director and shall serve until the Association fills vacancies on the Board sufficient to constitute a quorum.~~

Section 3. REMOVAL. Any Officer may be removed by a majority vote of the Board of Directors whenever in its judgment the best interests of the Association will be served thereby.

Section 4. POWERS AND DUTIES. The Officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time be specifically conferred or imposed upon them by the Board of Directors. The President shall be the Chief Executive Officer of the Association. The Treasurer shall have the primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent or in such other manner as deemed appropriate by the Board.

Section 5. RESIGNATION. Any Officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the 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. AGREEMENTS, CONTRACTS, DEEDS AND LEASES. All agreements, contracts, deeds, leases, and other instruments of the Association shall be executed by at least two (2) Officers or by such other person or persons as may be designated by resolution of the Board of Directors.

Section 7. COMPENSATION. No Officer shall receive any compensation from the Association for acting in such capacity or capacities, unless approved by a majority vote of the Board of Directors at a regular or special meeting.

ARTICLE V

COMMITTEES

Section 1. GENERAL. Committees to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present are hereby authorized. Such committees shall perform such duties and have such powers as may be provided in the resolution. Each committee shall be composed as required by law and shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors. Such committees shall be in addition to those hereinafter described.

ARTICLE VI

MISCELLANEOUS

Section 1. FISCAL YEAR. The fiscal year of the Association shall be the calendar year or as may be otherwise determined by the Board.

Section 2. PARLIAMENTARY RULES. Except as may be modified by Board resolution establishing modified procedures, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Florida law, the Declaration, the Articles of Incorporation, or these By-Laws.

Section 3. CONFLICTS. If there are conflicts or inconsistencies between the provisions of Florida law, the Declaration, the Articles of Incorporation, and these By-Laws, the provisions of Florida law, the Declaration, the Articles of Incorporation and the By-Laws (in that order) shall prevail.

Section 4. BOOKS AND RECORDS.

(a) Inspection by Members. ~~The membership register, books of account, and minutes of meetings of the Members, the Board, and committees~~ official records of the Association shall be made available for inspection and copying by any Member of the Association, by its duly appointed representative, ~~by the Developer,~~ and by Institutional First Mortgagees, in accordance with the HOA Act, as amended from time to time ~~at any reasonable time and for a purpose reasonably related to their interests at the office of the Association or at such other place within Palm Beach County as the Board shall prescribe.~~

(b) ~~Rules for Inspection. The Board shall establish reasonable rules with respect to:~~

~~_____ (i) notice to be given to the custodian of the records by any authorized _____
_____ person desiring to make the inspection;~~

~~_____ (ii) hours and days of the week when such an inspection may be made; _____
_____ and~~

~~_____ (iii) payment of the cost of reproducing copies of documents requested by _____
_____ any authorized person.~~

(eb) Inspection by Directors. Every Director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make extracts and copies of documents at the expense of the Association.

Section 5. NOTICES. Unless otherwise provided in these By-Laws, all notices, demands, bills, statements, or other communications under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally, or electronically if consent is given in accordance with the HOA Act, or if sent by regular mail:

(a) if to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the legal address of such Member; or

(b) if to the Association, the Board of Directors, or the management agent, at the principal office of the Association or the management agent, if any, or at such other

address as shall be designated by notice in writing to the Members pursuant to this Section.

Section 6. AMENDMENT. ~~Prior to the sale of a Residential Unit, the Developer may amend these By-Laws.~~ These By-Laws may be otherwise amended, altered or rescinded by the Board of Directors at any regular or special meeting; provided, however, that at no time shall the By-Laws conflict with the terms of the Declaration or the Articles of Incorporation ~~or the Master Association Declaration.~~ ~~Until such time as the Developer relinquishes control of the Association, no amendments to these By-Laws shall be effective unless the Developer shall have joined in and consented thereto in writing.~~ No amendment, alteration or modification of these By-Laws shall be made which affects the rights or privileges of any Institutional First Mortgagee, nor may these By-Laws be rescinded without the express, prior written consent of all Institutional First Mortgagees so affected, and any attempt to amend, alter, modify or rescind contrary to this prohibition shall be of no force or effect.

Section 7. VALIDITY. If any provision of these By-Laws, or part thereof, shall be adjudged invalid or become unenforceable in law or in equity, the same shall not affect the validity of any other provision, or part thereof and the remaining provisions of this instrument shall nevertheless be and remain in full force and effect.