

State of Florida



Department of State

I certify that the attached is a true and correct copy of Amended and Restated Articles of Incorporation, filed April 16, 1990, for LAKESIDE GREEN II-B HOMEOWNERS ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is NQ2119.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
17th day of April, 1990.



Jim Smith

Jim Smith
Secretary of State

APR 27 1998

This instrument prepared by:
Edward Dicker, Esquire
ST. JOHN, DICKER & CAPLAN
500 Australian Avenue So., Suite 600
West Palm Beach, Florida 33401
(561) 655-8994

MAY-15-1998 3:57PM 98-182867
ORE 10405 Ps 1650
11111111111111111111111111111111

**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF RESTRICTIONS FOR LAKESIDE GREEN II-B**

I HEREBY CERTIFY that the Amendment attached as Exhibit "1" to this Certificate was duly adopted as an Amendment to the Declaration of Restrictions for Lakeside Green II-B. The original Declaration is recorded in Official Records Book 6427, Page 51, of the Public Records of Palm Beach County, Florida.

DATED this 8TH day of MAY, 1998.

LAKESIDE GREEN II-B HOMEOWNERS
ASSOCIATION, INC.

Beverly Callura
Witness
Beverly Callura
Witness

By: Michael Guglielmo
President
Attest: Peter Hodges
Secretary

(SEAL)

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

BEFORE ME personally appeared MICHAEL GUGLIELMO, the President and PETER HODGES, Secretary of Lakeside Green II-B Homeowners Association, Inc., who produced _____ as identification or are personally known to me to be the individuals who executed the foregoing instrument and acknowledged to and before me that they executed such instrument as President and Secretary of Lakeside Green II-B Homeowners Association, Inc. with due and regular corporate authority, and that said instrument is the free act and deed of the Association.

WITNESS my hand and official seal this 8TH day of MAY, 1998.

Simon C. Abreu
Notary Public
State of Florida at Large
My Commission Expires:
Simon C. Abreu
My Commission CCT16727
Expires March 25, 2002

(SEAL)

AMENDMENT TO THE AMENDED AND RESTATED
DECLARATION OF RESTRICTIONS FOR LAKESIDE GREEN II-B

The original Declaration of Restrictions is recorded in Official Records Book 4203, Page 1041 of the Public Records of Palm Beach County, Florida.

As indicated herein, words underlined are added and words ~~struck through~~ are deleted.

Article 8.10 of the Declaration of Restrictions for Lakeside Green II-B, shall be deleted in its entirety and replaced with the following:

1. Lease Approval Process: Leasing of Units. Notwithstanding anything to the contrary contained in this or any other document governing Lakeside Green II-B, the Association, through the Board of Directors shall have the authority to approve or disapprove all leases, as set forth herein. The following provisions govern the lease approval process:

(a) Procedure: Any Owner intending to make a lease shall give the Association notice of such intention, together with the name and address of the proposed lessee and such other information concerning the proposed lessee as the Association may reasonably require, and an executed copy of the proposed lease, which lease shall state that lessee is subject to the Association's Declaration, Articles of Incorporation, By-Laws and Rules and Regulations, as promulgated from time to time. The Owner shall submit to the Association a properly executed application for approval, which application shall be as provided by the Association. In addition, the Board may require a personal interview with the prospective lessee and occupants as a further condition to approval.

(b) Failure to Give Notice: If the notice to the Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring possession of a residence, the Association, at its election and without notice, may approve or disapprove the transfer.

(c) Application: The Board shall prescribe an application form which will require specific data relating to the intended lessee and occupants. Said application, together with the application fee provided for herein, shall be submitted to the Association at least twenty (20) days prior to occupancy. By submitting an application, all tenants promise to abide by all provisions contained in any document governing the Lakeside Green II-B Homeowners Association, Inc. In addition, each Owner guarantees that his tenants will abide by all such provisions.

(d) Assessments: The failure of a Unit to be current in the payment of maintenance assessments is grounds for disapproval of a lease.

(e) Application Fee: The Board is authorized to charge an application fee payable to Lakeside Green Homeowners Association II-B, and submitted with the application, in the amount of One Hundred (\$100.00) Dollars. This fee is non-refundable.

(f) Security Deposit: The Board requires a common area security deposit of Two Hundred (\$200.00) Dollars to cover the cost of repairing any damage to the common areas caused by the tenant, the tenant's family, or guests. The Board shall refund at the end of the lease period the full amount of the deposit, less any amount expended for damage repairs.

(g) Approval or Disapproval: The Association, upon receipt of all information, documents, fees and interview (if required), shall either approve or disapprove the proposed lease within twenty (20) days. The approval or disapproval shall be stated in a Certificate executed by the President, or the Vice President, or other authorized individual, and shall be delivered to the Owner. The failure of the Association to act within said time period shall constitute an automatic approval.

Any approval granted herein is conditioned upon the tenant and occupants abiding by all provisions contained in any document governing Lakeside Green II-B Homeowners Association, Inc., including the

Declaration, Articles of Incorporation, By-Laws and Rules and Regulations. If the Association determines that a tenant or occupant violates any such provision, the Association may revoke its approval and/or proceed with any and all legal and/or equitable remedies against the Owner and/or tenant, including but not limited to any of the remedies set forth below.

(h) Remedies: In the event the Association determines that any provisions contained herein are not complied with, the Association may approve or disapprove the lease as set forth above. In the event the lease is disapproved, the Association shall have the right to remove any occupant by injunctive relief, eviction or otherwise. In the event any attorney's fees are incurred by the Association, as a result of non-compliance with this Article, the attorney's fees will be an individual assessment levied against the subject Owner who shall be responsible to pay same, whether or not a lawsuit is filed.

DOROTHY H. WILKEN, CLERK PB COUNTY, FL

**PROPOSED AMENDMENT TO THE
AMENDED AND RESTATED DECLARATION OF RESTRICTIONS FOR
LAKESIDE GREEN II-B**

The original Declaration of Restrictions recorded in Official Records Book 6427 at page 51 of the Public Records of Palm Beach County, Florida.

As used herein, words underlined are added and words ~~hyphenated~~ through are deleted.

Article 8.3(C) of the Amended and Restated Declaration of Restrictions shall be amended to read as follows:

C. Commercial Vehicles. Commercial vehicles ~~are permitted, so long as they are not prohibited by Section 8.3.A above and meet the criteria provided in Section 8.3.B above, and provided that they are kept neat and clean, and work materials and equipment are not displayed to view.~~ are not permitted to park within the development between the hours of 6:00 p.m. and 7:00 a.m., unless such commercial vehicle is rendering a service to a unit within the community. A commercial vehicle shall be defined as any vehicle which has a logo, lettering or telephone number on the exterior of the vehicle and/or has work materials or equipment placed in the vehicle.

100510110.18A

Return to: (enclose self-addressed stamped envelope)

Name

Address

JUN-05-1991 03:57PM 91-158482

ORB 6847 Pg 1552

Property Appraiser Parcel Identification (Folio) Number(s):

CERTIFICATE OF THE FIRST AMENDMENT TO THE
AMENDED AND RESTATED DECLARATION
OF RESTRICTIONS FOR LAKESIDE GREEN II-B

WHEREAS, the Amended and Restated Declaration of Restrictions of LAKESIDE GREEN II-B was recorded in Official Record Book 6427, Page 51, Public Records of Palm Beach County, Florida;

WHEREAS, Section 15.3 of the Declaration provides that the Declaration may be amended by concurrence of not less than a majority of the entire Board of Directors and by a majority of the voting interests of all members of the Association;

WHEREAS, a meeting of the Board of Directors of the Association was held on April 15, 1991, which was duly noticed and at which there was a quorum and at which a majority of the Board of Directors did vote to amend the Declaration in the particulars as set forth in Exhibit "1" attached to this Certificate;

WHEREAS, a meeting of the members of the ASSOCIATION was held on MAY 22, 1991, which was duly noticed at which there was a quorum and at which a majority of the voting interests of the entire membership of the ASSOCIATION did vote to amend the Declaration in the various particulars as set forth in Exhibit "1" attached to this Certificate;

NOW, THEREFORE, the Declaration of LAKESIDE GREEN II-B be and are hereby amended in the particulars as stated in Exhibit "1" attached hereto; this Amendment shall run with the real property described in the Amended and Restated Declaration of Restrictions for LAKESIDE GREEN II-B, 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 of each owner thereof; and except as otherwise amended hereby, the Declaration shall remain unchanged and in full force and effect.

CERTIFICATE OF ADOPTION OF AMENDMENTS

WE HEREBY CERTIFY that the attached Amendments were duly adopted as Amendments to the above-referenced Declaration; and the required percentage of Board and Owners votes at meetings

RETURN TO:

JE
LEVINE AND FRANK, P.A.
3300 PGA Boulevard, Suite 800
Palm Beach Gardens, FL 33410
Telephone (407) 626-4700

**AMENDMENTS TO THE DECLARATION
OF RESTRICTIONS FOR LAKESIDE GREEN II-B**

As used herein the following shall apply:

A. Words in the text are lined through with (----) indicate deletions from the present text

B. Words in the text which are underlined indicate additions to the present text.

1. A new Section 4.1.L shall be added to the Declaration, which shall provide as follows:

"L. Contract for Bulk Cable Television Services. The Association, by and through its Board of Directors, is authorized and empowered to negotiate and enter into a bulk contract for the provision of cable television services to serve the Properties, under such services, terms and conditions as the Board of Directors deems appropriate in its discretion.

2. Section 5.1 of the Declaration shall be amended to provide as follows:

"5.1 Common Expenses. Common expenses include all expenses of the operation, maintenance, repair, replacement or insurance of the Common Area, the expenses of operating the Association, fines levied by governmental authority, and any other expenses properly incurred by the Association for the Community, including any amounts budgeted for the purpose of funding reserve accounts. The cost of cable television service to be provided under a bulk contract will also constitute a common expense. However, any services which are not included in the bulk rate cable television contract shall, at the option of the Owner, be paid for by the Owner, and shall not be considered a common expense of the Association.

NOTICE REGARDING EFFECTIVE DATE: All Amendments are effective when recorded in the Public Records of Palm Beach County, Florida.

Except as otherwise amended hereby, the Declaration shall remain unchanged and in full force and effect.

PREPARED BY:
LEVINE AND FRANK, P.A.
3300 PGA Blvd., Suite 800
Palm Beach Gardens, FL 33410

LAKESIDE\amend

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

APR-20-1990 03:38pm 90-114772

AMENDED AND RESTATED DECLARATION OF RESTRICTIONS

FOR
LAKESIDE GREEN II-B

ORB 6427 Pg 51

KNOW ALL MEN BY THESE PRESENTS:

That heretofore on April 5, 1984, the original Declaration of Restrictions for Lakeside Green II-B, was recorded in Official Record Book 4203, at Page 1041, et seq., of the Public Records of Palm Beach County, Florida. That Declaration of Restrictions, with any prior amendments, is hereby amended in part and restated in its entirety.

Section 1. DEFINITIONS. The following definitions shall apply in this Declaration and in the Articles of Incorporation and By-Laws, unless the context otherwise requires:

- 1.1 "Articles" means the Amended and Restated Articles of Incorporation, as amended from time to time.
- 1.2 "Assessment" means a share of the funds required for the payment of common expenses which from time to time is assessed against all of the Units.
- 1.3 "Association" means LAKESIDE GREEN II-B HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, its successors, assigns and legal representatives.
- 1.4 "Board of Directors" or "Board" means the representative body which is responsible for the administration of the Association's affairs.
- 1.5 "By-Laws" mean the Amended and Restated By-Laws, as amended from time to time.
- 1.6 "Common Area" or "Common Areas" means and refers to those Properties which are intended to be devoted to the common use and the enjoyment of the Owners and occupants, as stated in this Declaration and as stated in the Subdivision Plat, which are owned, leased by or dedicated to the Association for the common use and enjoyment of the Owners and occupants. The foregoing shall also include all improvements on the Common Area, and shall also include all personal property owned by the Association.
- 1.7 "Community" means LAKESIDE GREEN II-B.
- 1.8 "Declaration" means this instrument, as amended from time to time.
- 1.9 "Developer" means THE ENGLE GROUP, INC., a Florida Corporation, its successors, assigns and legal representatives.
- 1.10 "General Plan of Development" means that plan as approved by appropriate governmental agencies which shall represent the total general scheme and general uses of land comprising the Properties, as it may be amended from time to time.

THIS INSTRUMENT PREPARED BY:
LEVINE AND FRANK, P.A., 3300 PGA Boulevard, Suite 800, Palm Beach Gardens, FL
33410; Telephone (407) 626-4700

1.11 "Governing Documents" mean and include this Declaration and all Exhibits hereto, including the Amended and Restated Articles of Incorporation and By-Laws, as amended from time to time.

1.12 "Guest" means any person who is not a member of the family occupying a Unit, and who is physically present in, or occupies the Unit at the invitation of the Owner or other legally permitted occupant, without requirement to contribute money, perform any services or provide any other consideration to the Owner or Lessee in connection with occupancy of the Unit. A permanent occupant of a Unit shall not be considered as a Guest. Furthermore, an Owner of a Unit shall never be considered a Guest in the Unit he owns, unless the Owner is visiting his Lessee in his Unit.

1.13 "Institutional Mortgagee" means the holder (or its assignee) of a mortgage against a Unit, which mortgagee is a bank, savings and loan association, mortgage company, insurance company, real estate or mortgage investment trust, pension or profit sharing trust, the Federal Housing Administration, the Veterans Administration, or any agency of the United States of America. The term also refers to any holder of a mortgage against a Unit which mortgage is guaranteed or insured by the Federal Housing Administration, the Veterans Administration, any agency of the United States of America, or by any other public or private corporation engaged in the business of guaranteeing or insuring residential mortgage loans, and their successors and assigns. "Institutional First Mortgagee" means the foregoing, but is limited to the holder of a first mortgage.

1.14 "Lease" means the grant by an Owner of a temporary right of use of the Owner's Unit for valuable consideration.

1.15 "Limited Common Area" means and includes that Common Area which is reserved for the use of a certain Unit or Units to the exclusion of other Units, as specified in this Declaration.

1.16 "Master Association" means the LAKESIDE GREEN PROPERTY OWNERS ASSOCIATION, a Florida Corporation not-for-profit, which was created for the purpose of protecting the value and desirability of the LAKESIDE GREEN P.U.D., as set forth in the Declaration of Covenants, Conditions and Restrictions of LAKESIDE GREEN, recorded on March 24, 1978, in Official Record Book 2831, Page 1347, Public Records of Palm Beach County, Florida.

1.17 "Member" or "Member of the Association" means a record Owner of a Unit.

1.18 "Occupy" shall mean and refer to the act of being physically present in a Unit for two (2) or more consecutive days, including staying overnight. "Occupant" is a person who occupies a Unit. A "permanent occupant" means a person who is occupying a Unit other than as a Guest or for a vacation.

1.19 "Owner" or "Unit Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Unit, but excluding those having such interests merely as security for the performance of an obligation.

1.20 "Primary Institutional Mortgagee" means that institutional mortgagee which, at the time a determination is made, holds first mortgages on more Units in the Community than any other institutional mortgagee, such determination to be made by reference to the number of Units encumbered, and not by the dollar amount of such mortgages.

1.21 "Properties" means all real property, including improvements thereon, which are now or hereafter made subject to this Declaration.

1.22 "Rules and Regulations" means those rules and regulations promulgated from time to time by the Board of Directors, governing the use of the Properties, including the Units, and the operation of the Association.

1.23 "Subdivision Plat" means the Lakeside Green Plat No. 2, in accordance with the Plat thereof as recorded in Plat Book 46, Pages 136 and 137, Public Records of Palm Beach County, Florida.

1.24 "Unit" means and refers to each Lot shown on the Subdivision Plat on which a single family, residential dwelling is constructed. Reference in the Governing Documents to "Unit" shall include the dwelling structure as well as all other portions of the Lot, unless the context requires otherwise.

1.25 "Voting Interest" means and refers to the arrangement established in the Governing Documents by which the Owners of each Unit collectively are entitled to one vote in Association matters. There are 120 Units, so the total number of voting interest is 120 votes.

Section 2. PROPERTY SUBJECT TO THIS DECLARATION. The real property which is and shall be transferred, sold, conveyed and occupied subject to this Declaration, is legally described in Exhibit "A" attached to this Declaration and made a part hereof.

Section 3. EASEMENTS; PARTY FACILITIES; COMMON AREA; LIMITED COMMON AREA.

3.1 Easements. Each of the easements and easement rights referred to in this Section 3, is reserved through the Properties and is a covenant running with the land in the Community, and notwithstanding any other provisions of this Declaration, shall survive the removal of any of the Properties from the Community. None of the easements specified in this Section may be encumbered by any leasehold or lien other than those on the Units. Any lien encumbering these easements shall automatically be subordinate to the rights of the Owners with respect to such easements.

A. Utility Service and Drainage Easements. The Association has the power, without the joinder of any Owner, to grant easements such as electric, gas, cable television, or other utility or service easements, and drainage easements, or with respect to security, surveillance or communication, or relocate any existing easements, in any portion of the Common Area, and to grant access easements or relocate any existing access easements in any portion of the Common Area, as the Association shall deem necessary or desirable for the proper operation and maintenance of the Community. Such easements, or the relocation of existing

easements, may not prevent or unreasonably interfere with the use of the Units. The Association may also transfer title to utility-related equipment, facilities or material, and to take any other action to satisfy the requirements of any utility company or governmental agency to which any such utility-related equipment, facilities or material are to be so transferred. Utility as referred to herein means a public or private utility.

- (1) The Board of Directors of the Association or its designee shall have a right to remove any improvements interfering with or impairing such facilities or easements herein reserved. No Owner shall do anything within or outside his/its Unit that interferes with or impairs or may interfere with or impair, the provision of such utility or other services or drainage facilities or the use of these easements.
- (2) In addition to the foregoing, the following shall apply with respect to easements for drainage: There is hereby reserved an easement for drainage from each Unit onto an adjoining Unit and the Common Area. It shall be the responsibility of the Owner of the Unit for whose benefit this easement has been created, to insure that the drainage flow from his Unit remains open and free. It shall be the responsibility of the Association to insure that the drainage flow from the Common Area, remains open and free.

- B. Maintenance. There is hereby reserved to the Association an easement over the Common Area for the Association's maintenance obligations pursuant to this Declaration. This easement shall also apply over, on, across, under and through each Unit for the Association's maintenance obligations under Section 6 of this Declaration.
- C. Encroachments. If any Unit encroaches upon any of the Common Area for any reason other than the intentional act of an Owner, or if any Common Area encroaches upon any Unit, then an easement shall exist to the extent of that encroachment as long as the encroachment exists.
- D. Ingress and Egress. A non-exclusive easement shall exist in favor of each Owner and occupant, their respective guests, tenants, licensees and invitees for pedestrian traffic over, through, and across sidewalks, streets, paths, walks, and other portions of the Common Area as from time to time may be intended and designated for such purpose and use, and for vehicular and pedestrian traffic over, through,

and across such portions of the Common Area as from time to time may be paved or intended for such purposes, and for purposes of ingress and egress to the public ways.

3.2 Party Walls.

[NOTE: BECAUSE OF ARTICLE XV OF THE ORIGINAL DECLARATION, THE PARTY WALL PROVISIONS IN ARTICLE XV OF THE ORIGINAL DECLARATION CANNOT BE CHANGED. THEREFORE, THE PROVISIONS OF ARTICLE XV OF THE ORIGINAL DECLARATION ARE REPRODUCED IN THIS SECTION 3.2. THE ONLY CHANGES MADE ARE THE RE-NUMBERING OF THE SECTIONS AND SUBSECTIONS AND CHANGES TO REFLECT USAGE OF DIFFERENT TERMS. THE SUBSTANCE OF THE TEXT REMAINS THE SAME.]

- A. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the Units (including fences, if any) upon the Properties and placed on the dividing line between the Units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Section 3.2, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.
- B. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared equally by the Owners of the Units abutting same except as otherwise provided in Section 6 hereof as to the Association's responsibilities.
- C. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner of an adjoining Unit may restore it, and in the event the cost thereof is in excess of the insurance proceeds, the Owners of the other adjoining Unit shall contribute equally to pay such excess without prejudice, however, to the right of any such Owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.
- D. Weatherproofing. Notwithstanding any other provision of this Section 3.2, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.
- E. Rights to Contribution Run With Land. The right of any Owner to contribution from any other Owner under this Section 3.2 shall be appurtenant to the land and shall pass to such Owner's successors in title. If any Owner shall neglect or refuse to pay his share under the provisions of this Section 3.2, any other affected Owner is entitled to file a lien in the Public Records on the Unit of the defaulting Owner in the amount of such share plus attorneys' fees and

costs, which may be foreclosed in the same manner as a lien of a mortgage.

- F. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Section 3.2, any party may request the Board of Directors to settle the dispute, and the Board's decision shall be binding, provided, however, that the Board may elect not to act in this capacity, in which case each party shall choose an arbitrator and such arbitrators shall choose one additional arbitrator, and the decision shall be a majority of all the arbitrators and shall be binding.
- G. Alterations. The Owner of any Unit sharing a party wall with an adjoining Unit shall not possess the right to cut windows or other openings in the party wall, nor make any alterations, additions or structural changes in the party wall without consent from the Owner of such adjoining Unit.
- H. Perpetual Use. Each common wall to be constructed on the dividing line between the Units is to be and remain a party wall for the perpetual use and benefit of the respective Owners thereof, their heirs, assigns, successors and grantees, said Units being conveyed subject to this condition and this condition shall be construed to be a covenant running with the land in perpetuity.
- I. Mortgagees Protections. So long as there shall be a mortgage or mortgages upon any Units, the provisions of this Section 3.2 shall not be modified, abandoned, or extinguished as to that Unit without the consent of such mortgagee. If a Unit Owner shall give or shall have given, a mortgage or mortgages upon his Unit, then the Mortgagee shall have the full right at his option to exercise the rights of his mortgagor as an Owner hereunder and in addition, the right to add to the outstanding balance of such mortgage any amounts paid by the mortgagee for repair hereunder and not reimbursed to said mortgagee by the Unit Owner.
- J. Right of Access. In the event repairs or reconstruction shall be necessary, all necessary entries on the adjacent Units shall not be deemed a trespass so long as the repairs and reconstruction shall be done in a workmanlike manner, and consent is hereby given to enter on the adjacent Unit to effect necessary repairs and reconstruction.

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

3.3 Common Area.

- A. Purposes Intended. Common Area shall be used for the purposes intended.
- B. Use Fees. The Association, through its Board of Directors, is empowered to charge fees for the use of the Common Area, unless and to the extent prohibited by the Governing Documents.

3.4 Limited Common Area. The following Common Area is designated as Limited Common Area to each Unit:

- A. There have been assigned to each Unit, two (2) specific parking spaces. These assignments are reflected in an assignment plan which is maintained by the Association in a non-recorded document. Such assignments are a Limited Common Area to each Unit and cannot be separated from title to the Unit, except as follows: The Association and the Owners of the Units to which parking spaces are assigned, may agree to a re-assignment of parking spaces, provided that there remain two (2) parking spaces assigned to each Unit involved. The foregoing shall be accomplished by a written document executed by the Association and the Owners concerned. Upon the execution of such a document, the new assignments shall be deemed as Limited Common Area of the Units mentioned as having the assigned parking spaces; the Association's records shall be adjusted accordingly.

Section 4. ASSOCIATION.

4.1 Lakeside Green II-B Homeowners Association, Inc. The operation of the Community is by the LAKESIDE GREEN II-B HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, which shall perform its functions pursuant to the following:

- A. Articles of Incorporation. The Articles of Incorporation of the Association shall be the Amended and Restated Articles of Incorporation attached as Exhibit "B", as amended from time to time.
- B. By-Laws. The By-Laws of the Association shall be the Amended and Restated By-Laws attached as Exhibit "C", as amended from time to time.

- C. Delegation of Management. The Association may contract for the management and maintenance of the Properties and authorize a licensed management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, keeping of records, enforcement of rules and covenants, and the maintenance, repair and replacement of the Common Area with funds made available by the Association for such purposes. The Association and its Directors and Officers however, shall retain at all times the powers and duties provided by law.
- D. Membership. The membership of the Association shall be comprised of Owners of the Units, as further provided in the By-Laws.
- E. Acts of the Association. Unless the approval or affirmative vote of the Owners is specifically made necessary by some provision of the law or these Governing Documents, all approvals or actions permitted or required to be given or taken by the Association may be given or taken by its Board of Directors, without a vote of the Owners. The Officers and Directors of the Association have a fiduciary relationship to the Owners. An Owner does not have the authority to act for the Association by reason of being an Owner.
- F. Approval or Disapproval of Matters. Whenever the decision of an Owner is required upon any matter, whether or not the subject of an Association meeting, that decision shall be expressed by the same person who would cast the vote for that Unit if at an Association meeting, unless the joinder of record Owners is specifically required by the Governing Documents or by law.
- G. Powers and Duties. The powers and duties of the Association include those set forth in the Governing Documents and in the Corporate Statutes as amended from time to time.
- H. Books and Records. The Association shall maintain its books and records as required by law. The records shall be open to inspection by members or their authorized representatives at all reasonable times. The right to inspect the records includes a right to make or obtain photocopies at the reasonable expense of the Owner seeking copies; the photocopy cost shall be determined by the Board of Directors.

- I. Roster. The Association shall maintain a current roster of names and mailing addresses of Owners, based upon information supplied by the Owners. A copy of the roster shall be made available to any member upon request, at a reasonable cost for photocopies as may be determined by the Board of Directors.
- J. Limitation on Liability. Notwithstanding its duty to maintain and repair the Common Area, the Association shall not be liable to Owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or Owners or other persons.

4.2 Lakeside Green Recreational Association, Inc.

- A. General. The Association has become a member of the Lakeside Green Recreational Association, Inc. ("Recreational Association"), in accordance with the Declaration of Restrictions for Lakeside Green Recreational Association, Inc. and the Articles of Incorporation and By-Laws thereof which have been recorded in the Public Records and for which a Supplemental Declaration has been filed upon the Properties. As a member of the Recreational Association, the Association shall abide by all of the provisions, except the responsibility and receive the benefits of the Lakeside Green Recreational Area ("Recreational Area") as set forth in the Declaration of Restrictions for Lakeside Green Recreational Association, Inc. As a member of the Recreational Association, the Association shall include in its annual budget, an assessment for each Owner as is properly levied by the Recreational Association. The Association shall collect from each Owner, the amount of monthly assessment for each Unit so levied by the Lakeside Green Recreational Association, Inc., and should the Association fail or refuse to assess and collect, the Recreational Association shall have the right to do so to the same extent as the Association would have in accordance with this Declaration, including but not limited to the right of recording a lien and enforcing such lien as set forth in this Declaration. No Owner may waive or otherwise escape liability for the prorata assessment of the Recreational Association by non-use of the Recreational Area.
- B. Entitled User. As set forth in the Declaration of Restrictions for Lakeside Green Recreational Association, Inc., each Owner and tenant, together with their family members and guests and invitees, who occupy or visit each Owner's Unit and for so long as the Owner is a member in good standing in the Association, shall be an "Entitled User" and be

entitled to use the Recreational Area for its intended purposes, subject to the provisions of the Declaration of Restrictions for Lakeside Green Recreational Association, Inc.

Section 5. ASSESSMENTS AND LIENS; CHARGES. The Association has the power to levy and collect assessments against each Unit and Owner in order to provide the necessary funds for proper operation and management of the Community and for the operation of the Association, including both annual assessments for each Unit's share of the common expenses as set forth in the annual budget, and special assessments for any proper common expenses. The Association may also levy Charges against Individual Unit(s) and Owner(s) for any amounts, other than for common expenses, which are properly chargeable against such Unit and Owner under the Governing Documents.

5.1 Common Expenses. Common expenses include all expenses of the operation, maintenance, repair, replacement or insurance of the Common Area, the expenses of operating the Association, fines levied by governmental authority, and any other expenses properly incurred by the Association for the Community, including any amounts budgeted for the purpose of funding reserve accounts.

5.2 Share of Common Expenses. All Owners and Units shall be assessed equally.

5.3 Ownership. Assessments collected by or on behalf of the Association become the property of the Association. No Owner has the right to claim, assign or transfer any interest therein except as an appurtenance to his Unit. No Owner has the right to withdraw or receive distribution of his share of the common surplus, except as otherwise provided in the Governing Documents or by law.

5.4 Who is Liable for Assessments. The Owner of each Unit, regardless of how title was acquired, is liable for all assessments or installments thereon coming due while he is the Owner. Multiple Owners are jointly and severally liable. Except as otherwise provided in Section 5.8.A below, whenever title to a Unit is transferred for any reason, the transferee is jointly and severally liable with the transferor for all unpaid assessments against the transferor, regardless of when incurred, without prejudice to any right the transferee may have to recover from the transferor any amounts paid by the transferee.

5.5 No Waiver or Excuse From Payment. The liability for assessments may not be avoided or abated by waiver of the use or enjoyment of any Common Area, by abandonment of the Unit on which the assessments are made, by interruption in the availability of the Unit or the Common Area for any reason whatsoever, or by dissatisfaction with the Association and/or its operation and policies. No Owner may be excused from payment of his share of the common expenses unless all Unit Owners are likewise proportionately excused from payment, except as otherwise provided in Section 5.8.A as to certain mortgagees.

5.6 Application of Payments; Failure to Pay; Interest; Late Fees; Acceleration. Assessments and installments thereon paid on or before thirty (30) days after the date due shall not bear interest, but all sums not so paid shall bear interest at the highest rate allowed by law on open accounts at the particular time, calculated from the date due until paid. In addition, any assessments or installments not paid on or before thirty (30) days after the date due shall result in the imposition of a late fee equal to the higher of \$25.00 or five (5%) percent of the late payment. Assessments and installments thereon shall become due, and the Owner shall become liable for the assessments or installments, on the date established in the By-Laws or otherwise set by the Board of Directors of the Association for payment. All payments on account shall be applied to interest, late fees, costs and attorneys' fees, and annual and/or special assessments, in such manner and amounts as the Board of Directors may determine. The Association may refuse to accept a partial or insufficient payment.

- A. No payment by check is deemed received until the check has cleared. If any special assessment or annual assessment installment as to a Unit becomes more than thirty (30) days past due, the Association shall have the right to accelerate the due date of the entire unpaid balance of the Unit's annual assessment for that fiscal year and/or special assessment, as applicable. The right to accelerate shall be exercised by sending to the delinquent Owner a notice of the exercise, which notice shall be sent by certified or registered mail to the Owner's last known address, and shall be deemed given upon mailing of the notice, postpaid. The accelerated assessments shall be due and payable within ten (10) days after the Association mails notice to the Owner.

5.7 Liens. The Association has a lien on each Unit securing payment of past due assessments, including late fees, interest and paralegal and attorneys' fees and costs incurred by the Association incident to the collection of the assessment or enforcement of the lien, whether before, during or after a lien foreclosure suit or other lawsuit. The lien is perfected upon recording a Claim of Lien in the Public Records of Palm Beach County, Florida, stating the legal description of the Unit, the name of the record Owner, the assessments past due and the due dates. The lien is in effect until barred by law. The Claim of Lien secures all unpaid assessments and charges coming due prior to a final judgment of foreclosure. Upon full payment, the person making the payment is entitled to a satisfaction of the lien.

5.8 Priority of Lien.

- A. Rights of Certain Mortgagees. The Association's lien for unpaid assessments shall be subordinate and inferior to any recorded first mortgage or any institutional mortgage, unless the Association's Claim of Lien was recorded before the mortgage, but shall be superior to, and take priority over, any other mortgage regardless of when the mortgage was recorded.

- (1) With respect to any such mortgage which has superiority over the Association's Claim of Lien: When the mortgagee or other purchaser obtains title to the Unit as a result of foreclosure of the mortgage, or a deed in lieu of foreclosure, the acquirer of title, its successors and assigns, shall not be liable for any delinquent assessments due and owing to the Association pertaining to the Unit or chargeable to the former Owner of the Unit which became due prior to the acquisition of title as a result of foreclosure or a deed in lieu of foreclosure. These unpaid assessments shall be deemed to be a common expense collectible from all of the Owners, including such acquirer of title, and his successors and assigns.

- B. Leases. Any lease of a Unit shall be subordinate and inferior to any Claim of Lien of the Association, regardless of when the lease was executed.

5.9 Foreclosure of Lien; Action at Law. The Association may bring an action in its name to foreclose its lien for unpaid assessments in the same manner in which mortgages are foreclosed in the State of Florida, and shall recover in addition to any assessments due, interest, late fees, and all costs of collection, including Court costs and paralegal and attorneys' fees. The Association shall also be entitled to bring an action to recover a money judgment for the unpaid assessments without waiving any lien rights. Whenever the Association shall bring a lien foreclosure action, the Association shall be entitled to receive a reasonable rental from the Owner, pending litigation, for that time period during which the Owner is in possession of the Unit either by himself, or tenants, guests or other occupants; the Association is entitled to an appointment of a Receiver, which may be the Board of Directors, to collect the rent.

5.10 Certificate As To Assessments. The Association shall provide a certificate stating whether all assessments and other monies owed to the Association by the Unit Owner with respect to the Unit have been paid, within fifteen (15) days after request by an Owner or mortgagee. Any person other than the Owner who relies upon such certificate shall be protected thereby.

5.11 Charges.

- A. Defined. Each Unit and Owner shall be liable for Charges levied by the Association against the Unit and Owner. Charges shall be deemed to include but not be limited to: maintenance or other services furnished by the Association for the benefit of an Owner; damages; fines; attorneys' fees incurred by the Association incident to enforcement of the Governing Documents and/or Rules and Regulations of the Association; and any other sums other than assessments which are referred to as Charges in the Governing Documents.

- B. Who is Liable for Charges. The Owner of each Unit, regardless of how title was acquired, is liable for all Charges coming due while he is the Owner. Multiple Owners are jointly and severally liable. Except as provided in Section 5.11.E below, whenever title to a Unit is transferred for any reason, the transferee is jointly and severally liable with the transferor for all unpaid Charges against the transferor, regardless of when incurred, without prejudice to any right the transferee may have to recover from the transferor any amounts paid by the transferee.
- C. Application of Payments; Failure to Pay; Late Fees; Interest. Any Charges paid on or before thirty (30) days after the date due as specified in the notice of Charge from the Association shall not bear interest, but all Charges not so paid shall bear interest at the highest rate allowed by law, calculated from the date due until paid. In addition, any Charges or Installments not paid on or before thirty (30) days after the date due shall result in the imposition of a late fee of the higher of \$25.00 or five (5%) percent of the late payment. All payments on account shall be applied to interest, late fees, costs and attorneys' fees, and Charges, in such manner and amounts as the Board of Directors may determine. The Association may refuse to accept a partial or insufficient payment. No payment by check is deemed received until the check has cleared.
- D. Liens. The Association has a lien on each Unit securing payment of past due Charges, including interest, late fees and attorneys' fees and costs incurred by the Association incident to the collection of the Charges or enforcement of the lien, whether before, during or after a lien foreclosure suit or other lawsuit. The lien is perfected upon recording a Claim of Lien in the Public Records of Palm Beach County, Florida, stating the legal description of the Unit, the name of the record Owner, the Charges past due and the due dates. The lien is in effect until barred by law. Upon full payment of all sums secured by the Claim of Lien, the person making the payment is entitled to a satisfaction of the lien.
- E. Priority of Lien.
- (1) Rights of Certain Mortgages. The Association's lien for Charges shall be subordinate and inferior to any recorded first mortgage or any institutional mortgage, unless the Association's Claim of Lien was recorded before the mortgage, but shall be superior to, and take priority over, any other mortgage regardless of when the mortgage was recorded.

- (a) With respect to any such mortgage which has superiority over the Association's Claim of Lien: When the mortgagee or other purchaser obtains title to the Unit as a result of foreclosure of the mortgage, or a deed in lieu of foreclosure, the acquirer of title, its successors and assigns, shall not be liable for any delinquent Charges due and owing to the Association pertaining to the Unit or chargeable to the former Owner of the Unit which became due prior to the acquisition of title as a result of foreclosure or a deed in lieu of foreclosure. These unpaid Charges shall be deemed to be a common expense collectible from all of the Owners, including such acquirer of title, and his successors and assigns.
- (2) Leases. Any lease of a Unit shall be subordinate and inferior to any Claim of Lien of the Association, regardless of when the lease was executed.

- F. Foreclosure of Lien; Action at Law. The Association may bring an action in its name to foreclose its lien for unpaid Charges in the same manner that mortgages are foreclosed in the State of Florida, and may also bring an action to recover a money judgment for the unpaid Charges without waiving any lien rights.

Section 6. MAINTENANCE, REPAIR AND REPLACEMENT. Responsibility for the protection, maintenance, repair and replacement of the Properties shall be as follows:

6.1 Association Maintenance. In addition to other provisions contained elsewhere in this Declaration, the following Properties shall be protected, maintained, repaired and replaced by the Association at the expense of the Association, as an item of common expense:

- A. All Common Area, other than that referred to in Section 6.2.A.2.a below to be the responsibility of the individual Owner.
- B. All exterior portions of the Unit (including fencing), other than those portions of the exterior of the Unit referred to in Section 6.2 below to be the responsibility of the individual Owner. "Exterior" means only the outermost surfaces of the Unit. Irrespective of what is provided in Section 6.2 below, the Association shall be responsible to paint/stain all portions of the exterior of the Unit structure, inclusive of the exterior portions of all doors and the portions of all fencing facing the Common Area.

but exclusive of all portions within a patio or privacy garden. As to the roof, "exterior" means beginning with the tar paper (or the like) above the plywood sheathing (or the like), outward.

- C. Exterminating. The Association shall be responsible to provide termite treatment of the Common Area only, but not for termite treatment of the Units, even through termite infestation might exist in or be caused by building components for which the Association is responsible to maintain, repair and replace under this Section 6.1 of the Declaration.
- D. The Association shall maintain the landscaping on portions comprising the Unit, other than that referred to in Section 6.2 below to be the responsibility of the individual Owner.
- E. Where reasonably possible, the Association shall also maintain the vegetation, landscaping and irrigation system upon areas which are not within the Properties but abut same and are owned by a utility or governmental authority, so as to enhance the appearance of the Properties. This area includes swale areas or median areas within the right of way of abutting public streets, roads and areas within drainage canal rights of way or other abutting waterways.
- F. All incidental damage caused to a Unit by work performed or ordered to be performed by the Association shall be promptly repaired by and at the expense of the Association, which shall restore the property as nearly as practical to its condition before the damage.

6.2 Unit Owner Maintenance. Each Owner is responsible, at his own expense, for the maintenance, repair, and replacement of the following Properties:

- A. The entirety of his Unit, other than the exterior portions of the Unit referred to in Section 6.1.B above, and including the following:
 - (1) All portions of the Unit, whether the maintenance, repair or replacement is ordinary or extraordinary; inclusive of exterminating within the Unit; but exclusive of exterior painting and staining referred to in Section 6.1.B above.
 - (2) The electrical, mechanical and plumbing fixtures and outlets (including connections) servicing only the one Unit.

- (a) As to the pole light situated in the Common Area, the electric current to which is metered to the Unit: The only responsibility of the Owner is to continuously supply the electric current; the Association shall be obligated for any maintenance, repair and replacements of the pole, light, light bulbs, including electrical system.
 - (3) The patio, including screening or other patio enclosure.
 - (4) The privacy garden, including screening or other enclosure, and including landscaping therein.
 - (5) All exterior fixtures, windows, screens, shutters and awnings and doors, including hardware and framing (other than the painting/staining of the exteriors of the doors and framing).
 - (6) Any landscaping abutting the Unit, and within the Unit, which is installed by the Owner. Same shall be maintained in neat condition and shall not be permitted to become overgrown or otherwise unsightly.
- B. Each Owner shall also have the following responsibilities/limitations:
- (1) Each Owner must perform promptly all maintenance, repairs and replacement for which the Owner is responsible, which are necessary to ensure good and quality condition, and/or which if not performed would affect any of the Properties, including any Unit(s) belonging to any other Owner(s).
 - (2) Each Owner shall promptly report to the Association or its agents any defect or need for repair on the Properties for which the Association is responsible to maintain, repair and replace under this Declaration.
 - (3) If an Owner makes any modifications, installations or additions to the interior or exterior of the Unit, the Unit Owner shall be financially responsible for the insurance, maintenance, care and preservation of the modifications, installations or additions; except for the painting and staining referred to in Section 6.1.B above.

- (4) Patios shall contain only furnishings typically contained in such areas, neatly arranged for use and not of an unsightly nature. At no time shall any motor vehicle be stored/parked on the Patios.
- (5) No Owner shall make any alteration or improvement to any portion of the Common Area. No Owner shall make any alteration or improvement to any portion of the Unit without strictly complying with the provisions of Section 7 below.
- (6) No Owner shall do anything which shall adversely affect the safety or soundness of the Common Area or any portion of the Unit which is to be maintained by the Association; the opinion of the Board of Directors shall control in determining whether the safety or soundness of the Properties is adversely affected.

C. Insurance. Any insurance proceeds paid to the Association with respect to any loss or damage within the Unit which is covered by the Association's casualty insurance policy, and which loss would otherwise be borne by the Owner, shall be paid to the Owner. In the event of a casualty, the provisions of Sections 9 and 10 shall control over the provisions of this Section 8, in the case of a conflict.

D. Special Provisions for Certain Roof Maintenance. Notwithstanding any provision contained in this Section 6.2 to the contrary, and subject to the proviso under Section 6.2.D.4 below, the following shall apply in the event that a roof requires maintenance, repair or replacement under the following circumstances by Owners pursuant to this Section 6.2:

- (1) Circumstances may arise where:
- (a) There is a roof leak in one or more (but not all) Units in a building; and
- (b) In order to repair such leak(s), repairs/replacements may have to be made to the entire roof or to portions of the roof of a Unit which is not experiencing any leak(s).
- (2) In the event of the foregoing circumstances (both (a) and (b)), upon written certification from a licensed roofer, the necessary roof repairs/replacements shall be made without the necessity of agreement of all Owners of Units in the building. The cost of any reasonable roof repairs/replacements shall be shared equally by

the Owners of those Units whose roofs were repaired/replaced, whether or not the Unit involved was experiencing a roof leak. Access to the roofs of the Units is hereby given for the purposes just stated. In the event that any Owner shall fail to pay his/her share of the reasonable cost of the roof repairs/replacements, then any Owners paying more than his/her share shall be entitled to reimbursement from the Owner(s) of the other roof(s), within ten (10) days after the Owner(s)' receipt of a request for reimbursement together with a copy of all bills/invoices. If any Owner is not paid as just stated, the Owner(s) shall be entitled to bring suit to collect these sums, and shall be entitled to interest at the rate of 18% per annum from the date due. If the Owner(s) prevail in a lawsuit to collect these sums, the Owner(s) shall be entitled to Court costs and reasonable attorneys' fees. All roof repairs/replacements under this Section 8.2.D must be made by any particular company that provides a warranty on the roof if a warranty is then in effect and the company desires to perform the repairs/replacements.

- (3) Arbitration. In the event of any dispute arising under the provisions of Sections 8.2.D.1 and 8.2.D.2 above, including disagreement with determinations made or validity of costs incurred by Owner(s) making repairs/replacements, any party may request the Board of Directors to settle the dispute. In such case, the Board's decision shall be binding; provided, however, that the Board may elect not to act in this capacity, in which case each party shall choose an arbitrator and such arbitrators shall choose one additional arbitrator; the decision shall be a majority of all the arbitrators and shall be binding. Each party shall bear the cost of his arbitrator. Notwithstanding the foregoing to the contrary, any sums to be paid (whether through arbitration or otherwise) may be collected through Court action.
- (4) Proviso. In the event that the circumstances described in Section 8.2.D.1 above arise, requiring the maintenance, repair and replacement of roof components for which BOTH the Association and the Owners are responsible, then Sections 8.2.D.2 and 8.2.D.3 above shall not apply. Rather, the Association shall contract for the necessary work and equitably apportion the cost between the Association and then among the Owners of Units in the building. The Board's discretion here will be final. Such

cost to be apportioned to each Owner shall become a Charge against the Units and Owners concerned and collectible as Charges are collected under this Declaration.

E. Special Provisions for Termite Control.
Notwithstanding any provision contained in this Section 6.2 to the contrary, the following shall apply in the event that an entire building requires termite treatment:

- (1) Circumstances may arise where:
 - (a) There is termite infestation in one or more (but not all) Units in a building; and
 - (b) In order to treat such infestation, the entire building must be treated (such as, tenting of the building).
- (2) In the event of the foregoing circumstances (both (a) and (b)), upon written certification from a licensed termite company or concern, the entire building shall be so treated - without the necessity of agreement of all Owners of Units in the building. The cost of the termite treatment shall be shared equally by the Owners of Units in the building, whether or not a particular Unit involved was experiencing termite infestation. If necessary to accomplish the termite treatment, all occupants in the building (whether Owners, lessees or otherwise) must vacate the building for the time period required. Each occupant shall vacate by the date and for the time period requested provided that at least seven (7) days written notice is received by the particular occupant. Notice will be deemed received by all occupants in a Unit if a notice is received by any occupant over the age of seventeen (17) years. Failure or refusal of any occupant to vacate as requested shall entitle the requesting Owner(s) to a temporary injunction, without bond, ordering removal. The Owner(s) in such an action shall be entitled to costs and reasonable attorneys' fees. Each vacating occupant shall bear responsibility for damages and injuries caused to him/her or to his/her Unit/property by the termite treatment, without any action against any other Owner or occupant. (This shall not preclude any action where an Owner's or occupant's negligence or intentional wrongdoing causes damage or injury to another and shall not preclude an action against the termite control company or concern). Each

vacating occupant shall also be responsible for his/her own lodging, meals and other expenses in connection with vacating of the Unit, without any contribution from any other Owner or occupant.

- (3) **Arbitration.** In the event of any dispute arising under the provisions of Sections 6.2.E.1 and 6.2.E.2 above, including disagreement with determinations made or validity of costs incurred by Owner(s) authorizing termite treatment, any party may request the Board of Directors to settle the dispute. In such case, the Board's decision shall be binding; provided, however, that the Board may elect not to act in this capacity, in which case each party shall choose an arbitrator; such arbitrators shall choose one additional arbitrator, and the decision shall be a majority of all the arbitrators and shall be binding. Each party shall bear the cost of his arbitrator. Notwithstanding the foregoing to the contrary, any sums to be paid (whether through arbitration or otherwise) may be collected through Court action.

Section 7. CONSTRUCTION, ALTERATIONS AND IMPROVEMENTS: ARCHITECTURAL CONTROL COMMITTEE.

7.1 Scope; Review by Committee; Exception. Except as otherwise provided in this Section 7.1: No Owner shall modify, alter, decorate, or change the exterior appearance of the Unit, including but not limited to patios, fences, walls, screening, doors and windows; place any awnings, screening or hurricane shutters in or about any Unit; or install any exterior lighting fixture, mailbox, screen door, or other similar item; without first obtaining the prior written approval of the Architectural Control Committee.

- A. **Exception.** Notwithstanding the foregoing to the contrary, Owners may do the following without the approval of the Architectural Control Committee: Owners may plant flowers/plants in areas which comprise the Unit and which is immediately adjacent to the Unit structure (including fencing and screening); such area shall not exceed 36 inches from the Unit structure. All such plantings shall be bordered, within the three (3) foot area, with material approved by the Architectural Control Committee. This exception shall not be construed to prohibit the Architectural Control Committee from establishing guidelines as to the type of plantings which are and are not permitted under this exception; the reasonable guidelines of the Architectural Control Committee shall control.

vacating occupant shall also be responsible for his/her own lodging, meals and other expenses in connection with vacating of the Unit, without any contribution from any other Owner or occupant.

- (3) Arbitration. In the event of any dispute arising under the provisions of Sections 6.2.E.1 and 6.2.E.2 above, including disagreement with determinations made or validity of costs incurred by Owner(s) authorizing termite treatment, any party may request the Board of Directors to settle the dispute. In such case, the Board's decision shall be binding; provided, however, that the Board may elect not to act in this capacity, in which case each party shall choose an arbitrator; such arbitrators shall choose one additional arbitrator, and the decision shall be a majority of all the arbitrators and shall be binding. Each party shall bear the cost of his arbitrator. Notwithstanding the foregoing to the contrary, any sums to be paid (whether through arbitration or otherwise) may be collected through Court action.

Section 7. CONSTRUCTION, ALTERATIONS AND IMPROVEMENTS: ARCHITECTURAL CONTROL COMMITTEE.

7.1 Scope; Review by Committee; Exception. Except as otherwise provided in this Section 7.1: No Owner shall modify, alter, decorate, or change the exterior appearance of the Unit, including but not limited to patios, fences, walls, screening, doors and windows; place any awnings, screening or hurricane shutters in or about any Unit; or install any exterior lighting fixture, mailbox, screen door, or other similar item; without first obtaining the prior written approval of the Architectural Control Committee.

- A. Exception. Notwithstanding the foregoing to the contrary, Owners may do the following without the approval of the Architectural Control Committee: Owners may plant flowers/plants in areas which comprise the Unit and which is immediately adjacent to the Unit structure (including fencing and screening); such area shall not exceed 36 inches from the Unit structure. All such plantings shall be bordered, within the three (3) foot area, with material approved by the Architectural Control Committee. This exception shall not be construed to prohibit the Architectural Control Committee from establishing guidelines as to the type of plantings which are and are not permitted under this exception; the reasonable guidelines of the Architectural Control Committee shall control.

7.2 Submission of Plans. Prior to any modification, alteration or Improvement referred to in Section 7.1 above, the Owner must submit two (2) complete sets of plans and specifications and plot plans as set forth in Section 7.5.A below. The plans and specifications and plot plans must show to the extent applicable, the exterior design, height, building materials and color scheme thereof, the location of the structure plotted horizontally and vertically, with front, side and rear elevation and floor plans, with reference to the street side and rear lines of the Unit; in a form which would be acceptable to obtain a building permit or in the event a permit is not required, then in a form that would be required if a permit was in fact required. The plans must specify the anticipated time for completion of the modification, alteration or Improvement.

7.3 Function of the Architectural Control Committee. The Architectural Control Committee shall be a permanent committee of the Association and shall administer and perform the architectural review and control functions of the Association. The Architectural Control Committee shall exercise its best judgment to see that all improvements, construction, landscaping and alterations conform to and harmonize with existing surroundings and structures.

7.4 Composition of the Architectural Control Committee. The Architectural Control Committee shall be composed of all members of the Board of Directors, sitting as the Architectural Control Committee. A majority of the Architectural Control Committee shall constitute a quorum to transact business at any meeting, and the action of a majority of Committee Members present at a meeting at which a quorum is present shall constitute the action of the Architectural Control Committee. Any vacancy occurring on the Architectural Control Committee due to the death, resignation or removal of any member thereof shall be filled by the Board of Directors. Even though the Architectural Control Committee is composed of all Directors, provisions in the Governing Documents relating to Directors (other than indemnification in the Articles) shall not apply to the Architectural Control Committee.

7.5 Powers of the Architectural Control Committee. The Architectural Control Committee shall have the following powers:

- A. To require submission of the following to the Architectural Control Committee by certified mail, or by hand delivery to the Board of Directors at a Board meeting or to the Architectural Control Committee at its meeting: two (2) complete sets of all plans and specifications, and plot plans, as stated above, and other information for any alteration, structure or other Improvement proposed to be constructed or placed as described in Section 7.1 above. The Architectural Control Committee may require submission of samples of building materials and colors proposed to be used, and may also require such additional information as may be reasonably necessary to evaluate the proposed construction, alteration or Improvement. The Architectural Control Committee shall retain one (1) complete set of the plans and specifications and return one (1) set to the Owner.

- B. To approve or disapprove all plans and specifications within the following time period after the Owner submits all information which is reasonably necessary for the Architectural Control Committee to render its decision under this Section 7, and fees to the Architectural Control Committee: forty-five (45) days, or one hundred five (105) days if an application is received by the Board or Committee in June of the year. In the event that the Architectural Control Committee fails to take any action within the stated time period, approval will not be required, and this Section 7 will be deemed to have been fully complied with. No application shall be accepted in July or August of the year.
- (1) In the event that the Architectural Control Committee disapproves any plans and specifications submitted to it, the Committee shall so notify the applicant in writing, stating the grounds upon which the disapproval was based. The Committee may alternatively approve plans and specifications subject to modifications required in writing by the Committee.
- C. To promulgate rules and regulations of general application, governing the procedures to be followed by the Architectural Control Committee, including the form and content of applications, plans and specifications to be submitted for approval, and the length of time within which an alteration, improvement or construction must be completed. The Architectural Control Committee may from time to time adopt architectural guidelines, imposing restrictions in furtherance of the General Plan of Development of the Community, that are not inconsistent with this Declaration.
- D. To institute and require a reasonable filing fee to accompany the submission of plans and specifications, as a means of defraying its expenses.
- E. By any of its members or appointed agents upon reasonable notice and at any reasonable time, to enter and inspect any Unit for compliance with this Section 7 of this Declaration or any other provision in the Declaration under which the Architectural Control Committee has jurisdiction.
- F. To exercise any other powers delegated to it by other provisions of this Declaration.

7.6 Review Criteria. The Architectural Control Committee may disapprove any plans submitted to it or require modifications to same, for any one or more of the following reasons:

- A. Failure of such plans to comply with any of the protective covenants, conditions and restrictions contained in this Declaration;
- B. Failure to include information in such plans and/or as requested by the Committee;
- C. Objection to the site plan, exterior design, appearance or materials of any proposed alteration or improvements, including without limitation, color or color scheme, finish, proportion, style or architecture, height, bulk or appropriateness of any proposed alteration or improvement;
- D. Incompatibility of the proposed alteration or improvement with existing improvements; in connection with this criteria, any alteration, addition or improvement must be color compatible with the rest of the Unit structure, and any roof addition shall not extend beyond the existing roof line and shall have the same pitch as the existing roof.
- E. Failure of the proposed alteration or improvement to comply with any zoning, building, health or other governmental laws, codes, ordinances, rules or regulations;
- F. Failure to provide an acceptable completion time as required under the guidelines of the Architectural Control Committee.
- G. Any other matter which in the judgment and sole discretion of the Committee would render the proposed alteration or improvement inharmonious or incompatible with the General Plan of Development of the Community.

7.7 Permits and Certificates of Occupancy; Compliance.

- A. No person shall seek or apply for a building permit from any governmental authority unless and until the approval of the proposed improvements has been obtained from the Architectural Control Committee.
- B. After the plans and specifications and plot plans and other data submitted have been approved by the Architectural Control Committee, no alteration, improvement or structure shall be erected, constructed, placed or maintained upon the Lot unless same shall be erected, constructed, placed or maintained in conformity with the plans and specifications and plot plans approved by the Architectural Control Committee. Any alteration, construction or structure which shall be erected, constructed, placed or maintained which is not in conformity with the plans and specifications and plot

- (1) Agreed Amount and Inflation Guard Endorsement, when it can be obtained; and
- (2) Demolition Costs Endorsement Contingent Liability from Operation of Building Loss Endorsement, and Increased Costs of Construction Endorsement.

- B. Liability. Premises and operations liability for bodily injury and property damage in such limits of protection and with such coverage as required by the Board of Directors of the Association, with cross liability endorsement to cover liabilities of the Owners as a group, to an Owner.
- C. Automobile. Automobile liability for bodily injury and property damage for all hired and/or non-owned motor vehicles in such limits of protection and with such coverage as may be required by the Board of Directors of the Association.
- D. Compensation. The Association shall maintain Workers' Compensation insurance on at least a minimum premium basis.
- E. Fidelity Bond. A minimum of three months of assessments, including reserves, per person having access to Association funds.
- F. Flood insurance. If the Properties are located within an area which has special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program (NFIP), the Association shall maintain flood insurance on the Common Area and any buildings covered by the required form of policy, in an amount which is at minimum: The lesser of (1) the maximum coverage available under NFIP; or (2) 100% of the current "replacement cost" of all of the Properties covered.
- G. Directors and Officers Liability Insurance. The Association shall maintain Directors and Officers Liability Insurance.

9.3 Optional Coverage. The Association may purchase and carry other such insurance coverage as the Board of Directors may determine to be in the best interests of the Association and Unit Owners. Some of the more common options include:

- A. Steam Boiler and Machinery Coverage Endorsement (including breakdown on air conditioning equipment).
- B. Scheduled equipment floater (protection for specialized mobile equipment).

- C. Broad Form Comprehensive General Liability Endorsement.
- D. Medical Payments.
- E. Leakage, seepage and wind-driven rain.

9.4 Description of Coverage. A detailed summary of the coverage included in the master policies, and copies of the master policies, shall be available for inspection by Unit Owners or their authorized representatives upon request.

9.5 Waiver of Subrogation. If available and where applicable, the Board of Directors shall endeavor to obtain insurance policies which provide that the insurer waives its right to subrogation as to any claim against the Association, Owners, or their respective servants, agents or guests, except for any claim based upon gross negligence evidencing reckless, willful and wanton disregard for life or property.

9.6 Insurance Proceeds. All insurance policies purchased solely by the Association shall be for the benefit of the Association, the Owners and their mortgagees as their interests may appear, and all proceeds shall be payable to the Association. The duty of the Association shall be to receive such proceeds as are paid and hold and disburse the same in trust for the purposes stated herein and for the benefit of the Owners and their respective mortgagees in the following shares:

- A. Common Area. Proceeds on account of damage to Common Area shall be held in as many undivided shares as there are Units, the shares of each Owner being equal.
- B. Units. Proceeds on account of damage within the Units shall be held in undivided shares based on the prorated amount of damage within each damaged Unit as a percentage of the total damage within all Units.
- C. Mortgages. If a mortgagee endorsement has been issued as to a Unit, the shares of the mortgagee and the Owner shall be as their interests appear. In no event shall any mortgagee have the right to demand application of insurance proceeds to any mortgage or mortgages which it may hold against Unit(s), except as otherwise provided in this Section 9 or Section 10 below. No mortgagee shall have any right to participate in determining whether improvements will be restored after casualty.

9.7 Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the Owners in the following manner:

- A. Cost of Reconstruction or Repair. If the damage for which the proceeds are paid is to be reconstructed or repaired by the Association, the remaining proceeds shall be paid to defray the costs thereof.

(1) Any proceeds remaining after defraying costs shall be distributed to the beneficial Owners, remittances to Unit Owners and their mortgagees being paid jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by the mortgagee. Said remittance shall be made solely to an Institutional First Mortgagee when requested by such Institutional First Mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment or reduction of its mortgage debt.

B. Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided in this Declaration that the damages for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial Owners, remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by the mortgagee. Said remittance shall be made solely to an Institutional First Mortgagee when requested by such Institutional First Mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment of its mortgage debt.

9.8 Association as Agent. The Association is hereby irrevocably appointed as agent for each Unit Owner to adjust all claims arising under insurance policies purchased by the Association for damage or loss to the Properties.

9.9 Unit Owners. The Owners may, but shall not be required to, procure title insurance and insurance upon their personal property and for their personal liability and living expense and for any other risks not otherwise insured by the Association in accordance with this Section 9. The Owners may at their option purchase insurance for Properties which are also insured by the Association under this Section 9. Each Owner shall maintain insurance with respect to all improvements made by the Owner to the exterior of the Unit. Insurance purchased by the Owners under this Section 9.9 shall be so purchased at their own expense.

Section 10. RECONSTRUCTION OR REPAIR AFTER CASUALTY. If any part of the Properties is damaged by casualty, whether and how it shall be reconstructed or repaired shall be determined as follows:

10.1 Damage to Units. Where loss or damage occurs with respect to one or more Units, any Association insurance proceeds on account of the loss or damage, less the deductible, shall be distributed to the Owner(s) of the damaged Unit(s) in shares as provided for in Section 9.6 above, and to the Owner(s)' mortgagees, being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by the mortgagee. This remittance shall be made solely to an Institutional First Mortgagee when requested by such Institutional First Mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the

payment or reduction of its mortgage debt. The Owner(s) of the damaged Unit(s) shall thereupon be responsible for reconstruction and repair.

10.2 Damage to Common Area - Less than "Very Substantial". Where loss or damage occurs to the Common Area, but the loss is less than "very substantial", as hereinafter defined, it shall be mandatory for the Association to repair, restore and rebuild the damage caused by the loss, and the following procedures shall apply:

- A. The Board of Directors shall promptly obtain reliable and detailed estimates of the cost of repair and restoration, and shall negotiate and contract for repair and reconstruction.
- B. If the proceeds of insurance and available reserves are insufficient to pay for the cost of repair and reconstruction, the Association shall promptly, upon determination of the deficiency, either utilize existing available funds of the Association; or if necessary or desirable, levy a special assessment against all Owners for the deficiency. Notwithstanding any other provision in this Declaration to the contrary, such special assessments need not be approved by the Unit Owners. The special assessments shall be added to the funds available for repair and restoration of the property.
- C. If damage or loss involves individual Unit(s) encumbered by institutional first mortgages and also the Common Area; or if the damage is limited to the Common Area alone but is in excess of \$3,000.00; the following shall apply: Upon the request of an Institutional First Mortgagee, the written approval shall be required of the Institutional First Mortgagee owning and holding the first recorded mortgage encumbering a Unit so long as it owns and holds any mortgage encumbering a Unit. As such time as said First Institutional Mortgagee is not the holder of a mortgage on a Unit, then this right of approval and designation shall pass to the Institutional First Mortgagee having the highest dollar indebtedness on Units in the Condominium. Should written approval be required, it shall be said mortgagee's duty to give written notice thereof to the Association.

10.3 "Very Substantial" Damage. As used in this Declaration, the term "very substantial" damage shall mean loss or damage whereby three-fourths (3/4) or more of the total Units are rendered uninhabitable. Should such "very substantial" damage occur then:

- A. The Board of Directors shall promptly obtain reliable and detailed estimates of the cost of repair and restoration.

B. A membership meeting shall be called by the Board of Directors to be held not later than sixty (60) days after the casualty, to determine the opinion of the membership with reference to rebuilding or termination of the Community, subject to the following:

- (1) If the insurance proceeds and reserves available for restoration and repair are sufficient to cover the cost thereof so that no special assessment will be required, then the Community shall be restored or repaired unless two-thirds (2/3) of the voting interests shall vote for termination, or unless the then applicable zoning or other regulatory laws will not allow reconstruction of the same number and general type of Unit, in either of which cases the Community shall be terminated.
- (2) If the insurance proceeds and reserves available for restoration and repair are not sufficient to cover the costs thereof so that a special assessment will be required, then unless two-thirds (2/3) of the voting interests of the membership vote in favor of such special assessment and against termination, the Community shall be terminated and the property removed from the jurisdiction of this Declaration. If two-thirds (2/3) of the voting interests approved the special assessment, the Association, through its Board of Directors, shall levy such assessment and shall proceed to negotiate and contract for necessary repairs and restoration. The special assessment shall be added to the funds available for repair and restoration of the property.

C. If any dispute shall arise as to whether "very substantial" damage has occurred, a determination by the Board of Directors shall be binding upon all Owners.

10.4 Application of Insurance Proceeds. It shall be presumed that the first monies disbursed for repair and restoration are from the insurance proceeds; if there is a balance in the funds held by the Association after the payment of all costs of repair and restoration, such balance shall be distributed to the Unit Owners, except as otherwise provided in Section 9 above or this Section 10.

10.5 Equitable Relief. In the event of damage to the Common Area which renders any Unit uninhabitable, and the damage is not repaired, reconstructed, or rebuilt within a reasonable period of time, the Owner of the uninhabitable Unit may petition a Court for equitable relief, which may include a termination of the Community and a partition. For the purposes of this provision, it shall be presumed that repair, reconstruction or rebuilding has occurred within a reasonable period of time if substantial work is commenced within four (4) months following the damage or destruction and is

completed within nine (9) months thereafter.

10.6 Plans and Specifications. Any reconstruction or repairs must be substantially in accordance with the plans and specifications for the original buildings, or according to different plans and specifications approved by the Board of Directors, by the Owners of three-fourths (3/4) of the Units, and by the Primary Institutional Mortgagee, if any.

Section 11. CONDEMNATION OR EMINENT DOMAIN.

11.1 Deposit of Awards with Association. The taking of all or any part of the Properties by condemnation or eminent domain shall be deemed to be a casualty to the portion taken and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty. Even though the awards may be payable to Owners, the Owners shall deposit the awards with the Association; and if any fail to do so, a Charge shall be made against a defaulting Owner in the amount of his award, or the amount of that award shall be set off against any sums payable to that Owner; the Charge shall be collected as provided for in this Declaration.

11.2 Determination Whether to Continue Community. Whether the Community will be continued after condemnation will be determined in the same manner provided for determining whether damaged property will be reconstructed and repaired after a casualty.

11.3 Disbursement of Funds. If the Community is terminated after condemnation, the proceeds of all awards and special assessments will be deemed to be part of the Properties and shall be owned and distributed in the manner provided for insurance proceeds when the Community is terminated after a casualty. If the Community is not terminated after condemnation, the size of the Community will be reduced, the Owners of condemned Units, if any, will be made whole, and any property damaged by the taking will be made usable in the manner provided below. Proceeds of awards and special assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursements of funds after a casualty.

11.4 Association as Agent; Unit Owner Standing.

- A. Association as Agent. Except as to the claim by an Owner who asserts his rights under Section 11.4.B below, the Association is hereby irrevocably appointed as each Owner's attorney-in-fact for purposes of negotiating or litigating with the condemning authority for the purpose of realizing just compensation.
- B. Unit Owner Standing. Each Owner shall have standing to bring a claim or action against the condemning authority for condemnation of the Common Area.

11.5 Units Reduced but Habitable. If the condemnation reduces the size of a Unit and the remaining portion of the Unit can be made habitable, the awards for the taking of a portion of that Unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Community:

- A. Restoration of Unit. The Unit shall be made habitable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be paid by the Owner of the Unit.
- B. Distribution of Surplus. The balance of the award, if any, shall be distributed to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Owner and mortgagees.

11.6 Unit Made Not Habitable. If the condemnation is of an entire Unit or reduces the size of a Unit so that it cannot be made habitable, the award for the taking of the Unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Community:

- A. Payment of Award. The fair market value of the Unit immediately prior to the taking shall be paid to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Owner and mortgagee(s).
- B. Addition to Common Area. If possible and practical, the remaining portion of the Unit shall become a part of the Common Area and shall be placed in condition for use by some or all Owners in a manner approved by the Board of Directors.
- C. Assessments. If the amount of the award for the taking is not sufficient to pay the fair market value of the condemned Unit to the Owner and to condition the remaining portion of the Unit for use as a part of the Common Area, the additional funds required for those purposes shall be raised by special assessment against all Owners who will continue as Owners of Units after the changes in the Community affected by the taking.
- D. Arbitration. If the fair market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and the Association within thirty (30) days after notice by either party, the value shall be determined by appraisal in accordance with the following. The Owner, the first mortgagee, if any, and the Association shall each appoint one qualified appraiser, who shall appraise the Unit and determine the fair market value by computing the arithmetic average of their appraisals of the Unit. A judgment of specific performance upon the fair market value calculated in this way may be entered in any Court or competent jurisdiction. Each party shall bear the cost of his own appraiser.

11.7 Taking of Common Area. Awards for the taking of Common Area shall be used to make the remaining portion of the Common Area usable in a manner approved by the Board of Directors. The balance of such awards, if any, shall be equally distributed to the Owners. If a Unit is mortgaged, the remittance shall be paid jointly to the Owner and the mortgagee(s) of the Unit.

11.8 Amendment of Declaration. Any changes in Units and in the Common Area, that are necessitated by condemnation, and which require an amendment to this Declaration, need be approved only by a majority of all Directors. The consent of the Owners or lien holders is not required for any such amendment.

11.9 Priority-Conflict. In the event of any conflict between Section 10 and this Section 11, the provisions of this Section 11 shall control and govern.

Section 12. TERMINATION. The Community may be terminated in the following manner:

12.1 Agreement. The Community may be terminated at any time by the approval in writing of all of the Owners of Units and by all record owners of mortgages.

12.2 Very Substantial Damage. If the Community, as a result of casualty or condemnation, suffers "very substantial damage" to the extent defined in Section 10.3 above, and it is not decided as therein provided that it will be reconstructed or repaired, the Community will thereby terminate without agreement.

12.3 General Provisions. Upon termination, the former Owners shall become the Owners, as tenants in common, of all Common Area and the assets of the Association. The shares of such tenants in common shall be equal. The mortgagee or lienor of an Owner, shall have a mortgage or lien solely and exclusively upon the share of such tenant in common in and to the lands and other properties and rights which he may receive by reason of the termination. The termination of the Community shall be evidenced by a certificate of the Association executed by its President and Secretary certifying as to facts effecting the termination. Termination shall become effective when that certificate is recorded in the Public Records of Palm Beach County, Florida.

12.4 New Community. The termination of the Community does not bar creation of another community affecting all or any portion of the same property.

12.5 Sale; Partition.

- A. Except as may be provided otherwise in Section 12.5(B) below, following termination, the Common Area of the former Community may be partitioned and sold upon the application of any Unit Owner. If following a termination, at least seventy-five percent (75%) of the voting interests determine to accept an offer for the sale of the property, all Owners shall be bound to execute deeds and other documents reasonably required

to effect the sale. In such event, any action for partition of the Common Area shall be held in abeyance pending the sale, and upon the consummation of the sale shall be discontinued by all parties thereto.

- B. If the proposed termination is submitted to a meeting of the membership of the Association, pursuant to notice, and is approved in writing within sixty (60) days of the meeting by three-fourths (3/4) of the voting interests of the members of the Association, and by all Institutional Mortgagees, then the Association and the approving Owners, if they desire, shall have an option to purchase all of the Common Area parcels of the other Owners within a period expiring one hundred twenty (120) days from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option and if the option is exercised, the approvals shall be irrevocable. During this option period, and up through the date of closing on the option, no actions for partition shall lie. The option shall be exercised upon the following terms:

- (1) Exercise of Option. An Agreement to Purchase executed by the Association and/or the record Owners of the Common Area parcels who will participate in the purchase, shall be delivered by personal delivery or mailed by Certified or Registered Mail, to each of the record Owners of the Common Area parcels to be purchased, and such delivery shall be deemed the exercise of the option. The Agreement shall indicate which Common Area parcels will be purchased by each participating Owner and/or the Association, and shall require the purchase of all Common Area parcels owned by Owners not approving the termination, but the Agreement shall effect a separate contract between the seller and his purchaser.
- (2) Price. The sale price for each Unit shall be the fair market value determined by agreement between the seller and the purchaser within thirty (30) days from the delivery or mailing of such Agreement and, in the absence of agreement as to price, it shall be determined by appraisers appointed by a Judge of the Circuit Court in and for Palm Beach County, Florida, on the petition of the seller. The expense of appraisal shall be paid by the purchaser.
- (3) Payment. The purchase price shall be paid in cash.

- (4) Closing. The sale shall be closed within thirty (30) days following the determination of the sale price.

12.6 Last Board. The members of the last Board of Directors shall continue to have the powers granted in this Declaration and in the Articles of Incorporation and By-Laws for the purpose of winding up the affairs of the Association, notwithstanding the fact that the Association itself may be dissolved upon a termination.

12.7 Provisions Survive Termination. The provisions of this Section 12 shall be deemed covenants running with the land, and shall survive the termination of the Community until all matters covered by those provisions have been completed.

Section 13. COMPLIANCE AND DEFAULT; REMEDIES.

13.1 Duty to Comply; Right to Sue. Each Owner, his tenants, guests, servants and agents, and the Association, shall be governed by and shall comply with the provisions of the Corporate Acts, this Declaration, the Articles of Incorporation, the By-Laws and the Rules and Regulations. Actions for damages, for injunctive relief, and/or for declaratory relief, for failure to comply may be brought by the Association or by a Unit Owner against:

- A. The Association;
- B. A Unit Owner;
- C. Anyone who occupies or is a guest in a Unit; or
- D. Any member of the Board of Directors who willfully and knowingly fails to comply with these provisions.

13.2 Association Notice to Correct. In the event that any Owner shall fail to properly discharge his/her maintenance, repair and replacement obligations as provided for in Section 6 above; or shall fail to make and pay for maintenance, repair or replacement as provided for in Section 6 above; and in the judgment of the Board of Directors, same shall result in a condition of unsightliness tending to adversely affect the value or enjoyment of neighboring Owners and residents; or should any Owner violate Section 7 above; or should the neglect or the willful misconduct of Owner(s) cause damage which then requires maintenance, repair or replacement by the Association; then the following shall apply:

- A. The Board may (but shall not be required to) provide notice of such condition(s) to the proper Owner(s), demanding that the condition(s) be corrected within thirty (30) days from the date the notice was sent. In the event that the Owner does not rectify the condition at the end of this period, then the Association shall be entitled to contract to have the necessary work performed or construction, alteration or improvement removed and the original condition of the Unit restored, as applicable, (and entry to the Unit). The cost of this work shall become a Charge against the Owner and Unit concerned (solely or

proportionately as the Board shall determine) and collectible as Charges are collected under this Declaration. The Association shall be held harmless from any of the foregoing.

- B. This Section 13.2 is in addition to the rights of entry into Units as provided for in Sections 13.3 and 13.4 below.
- C. Provisos. Notwithstanding any provision to the contrary in this Section 13.2, the following shall apply:
 - (1) The thirty (30) day notice period may be shortened or eliminated if the Board determines that an emergency exists to effect correction.
 - (2) The thirty (30) day notice shall not apply to Section 13.3 below.

13.3 Negligence; Damage Caused by Condition in Unit. Each Owner shall be liable to the Association for the expenses of any maintenance, repair or replacement of Common Area or portions of the Unit for which the Association is obligated to maintain made necessary by his act or negligence, or by that of any member of his family or his guests, employees, agents, or lessees. If any condition, defect or malfunction existing within a Unit, whether caused by the Owner's negligence or otherwise, shall cause damage to the Common Area or to other Units, the Owner of the offending Unit shall be liable to the person or entity responsible for repairing the damaged areas, for all costs of repair or replacement not paid by insurance. If the Association effects correction, the cost shall be levied as a Charge against the Owner and Unit and collectible as Charges are collected under this Declaration; the Association may, but is not required to, provide notice to the Owner prior to effecting correction.

13.4 Association's Access to Units. The Association, by and through the Board of Directors, officers, or the agents or employees of the Association, has an irrevocable right of access to the Units for the purposes of inspection, protection, maintenance, repair, replacement, alteration and improvement of those Properties for which it is obligated to protect, maintain, repair and replace, and for which it is permitted to alter and improve, under this Declaration. The Association's right of access includes without limitation entry for the purposes of pest control and preventative maintenance of safety equipment such as smoke alarms as well as the right, but not the duty, to enter under circumstances where the health or safety of residents may be endangered. Such entry shall also apply for the Association to determine in the case of emergency, circumstances threatening other Units or the Common Area; or for the Association to determine compliance with the Governing Documents and Rules and Regulations of the Association. Such entry, except in the event of emergency, shall be accomplished with due respect for the Unit Owner's rights to privacy and freedom from unreasonable annoyance, as well as with appropriate precautions to protect the personal property within the Unit; and except in the event of an emergency, entry shall be made only with reasonable advance notice at reasonable times, to exclude Sundays and legal holidays as recognized by the Federal Government.

13.6 Owners Responsible. Owners are strictly responsible to ensure that their family members, guests, agents, lessees, servants, etc. or any occupants of their Units comply with the Governing Documents and Rules and Regulations of the Board of Directors; as amended from time to time; and the Statutes which apply; and as such, are responsible and liable to the Association for violations of same by their family members, guests, agents, lessees, servants, etc. or any occupants of their Units.

13.6 Waiver of Rights. The failure of the Association or of an Association member to enforce any right, provision, covenant or condition which may be granted by the Governing Documents shall not constitute a waiver of the right of the Association or member to enforce such right, provision, covenant or condition in the future.

13.7 Costs and Attorneys' and Paralegal Fees.

- A. In the event of a Lawsuit. In any legal proceeding arising out of an alleged failure of an Owner (for himself/herself or for his/her family members, guests, agents, lessees, servants, etc. or any occupants of the Unit), or the Association to comply with the Governing Documents, or the Rules and Regulations, as amended from time to time, or Law, the prevailing party shall be entitled to recover the costs of the proceedings and attorneys' and paralegal fees (including appellate attorneys' and paralegal fees).
- B. Enforcement Without Suit. If an Owner fails to comply with any provision of the Governing Documents or Rules and Regulations, as amended from time to time, or law, and as a result of such failure it becomes necessary for the Association to employ the services of an attorney in order to ensure that the Owner complies with same, the Owner shall be liable for such attorneys' fees and paralegal fees incurred by the Association, regardless of whether or not a lawsuit may be instituted. Such attorneys' and paralegal fees shall become a Charge against the Owner and Unit and collectible as Charges are collected under this Declaration.

13.8 No Election of Remedies. All rights, remedies and privileges granted to the Association or Owners under any terms, provisions, covenants, or conditions of the Governing Documents or Rules and Regulations of the Association, or Law, shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party from exercising such other additional rights, remedies, or privileges as may be granted by the Governing Documents, Rules and Regulations of the Association, or at Law or in equity.

13.9 Notice of Lien or Suit.

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

receives actual notice of the attachment thereof.

- B. Notice of Suit. An Owner shall give notice, in writing, to the Association of every suit or other proceeding which may affect the title to his Unit, such notice to be given five (5) days after the Owner receives actual knowledge thereof.
- C. Failure to Comply. Failure of an Owner to comply with this Section 13.9 will not affect the validity of any judicial suit. However, the failure may render the Owner liable to any party injured by such failure.

13.10 Special Additional Remedy - Section 8.12 of the Declaration. In addition to any other remedy provided for in this Declaration or by Law, if an Owner fails to comply with Section 8.12 of this Declaration, the Association shall be entitled, as agent of the Owner, to contract with the utility provider for electric service to the Unit, and any connection and other charges and sums charged by the electric service provider shall become a Charge against the Owner and Unit and collectible as such. The Association may alternatively and/or concurrently file an injunction action seeking compliance.

Section 14. RIGHTS OF MORTGAGEES. The following rights shall apply to certain or all mortgagees, in addition to those rights contained elsewhere in the Governing Documents:

14.1 Amendments to the Declaration. Written consent of the Institutional Mortgagee of a Unit shall be required for any amendment to this Declaration referred to in Section 15.5.B below.

14.2 Association Lien Foreclosure. Certain named mortgagees have certain rights in connection with Association lien foreclosure actions, as provided for in Sections 5.8.A and 6.11.E.1 above.

14.3 Redemption. If proceedings are instituted to foreclose any mortgage or lien on any Unit, the Association, on behalf of one or more Unit Owners and with the permission of the mortgagee, may redeem the mortgage or lien for the amount due thereon and be thereby subrogated to all of the mortgagee's or lienor's rights of action, or the Association may purchase the Unit at the foreclosure sale. Any mortgagee shall have the right to accept title to the Unit in settlement and satisfaction of the mortgage or to foreclose its mortgage in accordance with its terms, and to bid upon the Unit at the foreclosure sale. If the Association or any of its members redeem the mortgage or cure the default, it or they shall have a lien against the Unit for all sums expended in connection therewith, and shall have the same rights to collect such sums as in the case of a past due assessment.

14.4 Right to Inspect Books. The Association shall make available to institutional Mortgagees requesting same current copies of the Governing Documents and Rules and Regulations of the Association, and the books, records and financial statements of the Association. "Available" shall mean ready for inspection, upon written request, during normal business hours, or under other reasonable circumstances. Photocopies shall be provided at the expense of the person requesting them.

14.6 Financial Statement. Any Institutional Mortgagee is entitled, upon written request, to a copy of the financial statement of the Association for the immediately preceding fiscal year.

14.6 Lender's Notices. Upon written request to the Association, any Institutional Mortgagee shall be entitled to timely written notice of:

- A. Any 60-day or longer delinquency in the payment of assessments or charges owed by the Owner of any Unit on which the mortgagee holds a mortgage; and any 30-day or longer default of any other provision in the Governing Documents by an Owner of any Unit on which the mortgagee holds a mortgage.
- B. A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.
- C. Any condemnation or casualty loss that affects a material portion of the project or the Unit securing its mortgage.
- D. Any proposed action that requires the consent of a specified percentage of mortgage holders.

14.7 Access. All mortgagees shall specifically have a complete right of access to all of the Common Area, for the purpose of ingress and egress to any Unit upon which they have a mortgage loan.

14.8 Priority. All provisions of a real property mortgage in favor of an Institutional Mortgagee shall take precedence over the provisions of this Declaration, including the provisions of this Section 14. No breach of any of the provisions contained in the Declaration shall defeat or adversely affect the lien of any Institutional Mortgage at any time made in good faith and for a valuable consideration upon any Unit.

14.9 Presumption. Where an Institutional first mortgage, by some circumstance fails to be a first mortgage but it is evident that it is intended to be a first mortgage, it shall nevertheless, for the purpose of this Declaration and Exhibits annexed hereto be deemed to be an Institutional first mortgage.

Section 15. AMENDMENT OF DECLARATION.

15.1 Proposal. Amendments to this Declaration may be proposed by the Board of Directors or by written petition signed by the Owners of one-fourth (1/4) of the Units.

15.2 Procedure; Notice and Format. Upon any amendment or amendments to this Declaration being proposed as provided above, the proposed amendment or amendments shall be submitted to a vote of the members not later than the next annual meeting, unless insufficient time to give proper notice remains before that meeting. The full text of any amendment to the Declaration shall be included in the notice of the Owners' meeting of which a proposed amendment is considered by the Owners. New words shall be inserted in the text by underlining and words to be deleted shall be lined through with

hyphens; however, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Declaration. See provision ____ for present text."

15.3 Vote Required. Except as otherwise provided by Florida Law, or by specific provision of the Governing Documents, this Declaration may be amended by concurrence of not less than a majority of the entire Board of Directors and a majority of the voting interests of all members of the Association.

15.4 Certificate; Recording. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Declaration, which certificate shall be in the form required by law and shall be executed by any officer of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Palm Beach County, Florida.

15.5 Provisos. Notwithstanding any provision in this Declaration to the contrary, the following shall apply:

- A. No amendment shall operate to unlawfully discriminate against any Unit or class or group of Units.
- B. No amendment shall diminish or impair any of the rights, privileges, powers and/or options provided in this Declaration in favor of or reserved to record owners of any institutional mortgages unless the institutional mortgagee shall join in the execution of the amendment.
- C. Section 12 above concerning termination shall not be amended without the consent of all voting interests and all record owners of mortgages on the Units.

Section 16. MISCELLANEOUS PROVISIONS:

16.1 Severability. The invalidity or unenforceability in whole or in part of any covenant or restriction or any section, subsection, sentence, clause, phrase or word or other provision of this Declaration, or any exhibit attached thereto, shall not affect the remaining portions thereof.

16.2 Applicable Statutes and Laws. The validity, application and construction of this Declaration and its exhibits shall be governed by the Laws of Florida, particularly the Corporate Acts. Unless otherwise specifically provided in this Declaration: All references to the Corporate Acts or Law and/or Chapter 607, Florida Statutes, shall apply to Chapter 617, Florida Statutes in existence on this date; and to Chapter 607, Florida Statutes in existence on this date and only to the extent that same is applicable at the particular time. Proviso. If any provisions in the Governing Documents specifically provide that future changes to the law shall apply, then the future changes to the law shall be incorporated into the particular provision.

16.3 Priorities in Case of Conflict. In the event of conflict between or among the provisions of any of the following, the order of priorities shall be from highest priority to lowest:

- A. The Corporate Acts.
- B. Other Florida Statutes which apply.
- C. This Declaration.
- D. The Articles of Incorporation.
- E. The By-Laws.
- F. The Rules and Regulations promulgated by the Board of Directors.

16.4 Interpretation. The Board of Directors is responsible for interpreting the provisions of this Declaration and its exhibits. Such interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by legal counsel that an interpretation adopted by the Board is not unreasonable shall conclusively establish the validity of such interpretation.

16.5 Invalidity. In the event any Court shall hereafter determine that any provisions of this Declaration as originally drafted, or as amended, violates the rule against perpetuities or any other rules of law because of the duration of the period involved, the period specified in the Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rules of law, and for such purpose measuring lives shall be that of the (original) incorporators of the Association.

16.6 Captions. The captions in this Declaration and in the Articles of Incorporation and By-Laws attached hereto are inserted only as a matter of convenience and for ease of reference and in no way define or limit any provision in the Governing Documents.

16.7 Gender; Plurality. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all or no genders.

16.8 Owners' Affirmative Duty. All Owners are charged with the affirmative duty to keep the Association advised, in writing, of any changes and mailing addresses. The Association shall be permitted to rely on the information supplied by Owners in writing.

Section 17. EFFECTIVE DATES. The Effective Date of the provisions of this Amended and Restated Declaration with Exhibits, including Articles of Incorporation and By-Laws, shall be the date on which this Declaration with Exhibits, including Articles of Incorporation and By-Laws, is recorded in the Public Records of Palm Beach County, Florida. **EXCEPT HOWEVER**, that the Effective Date of any provision in this Amended and Restated Declaration and the Articles of Incorporation and By-Laws which was also contained in the

original Declaration with Exhibits, including Articles of Incorporation and By-Laws, with any amendments, though re-numbered and reworded, shall be the Effective Date of the original particular recorded document/amendment.

CERTIFICATE OF ADOPTION OF AMENDED AND RESTATED
DECLARATION OF RESTRICTIONS

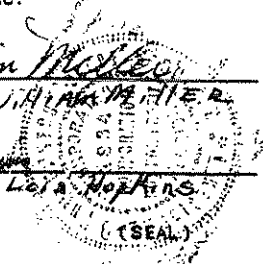
THE UNDERSIGNED, being the duly elected and acting President and Secretary of LAKESIDE GREEN II-B HOMEOWNERS ASSOCIATION, INC. hereby certify that the foregoing was approved by a majority of the entire Board of Directors on January 29, 1990 at a special Board Meeting called for the purpose, with quorum present; and was agreed to by a majority of the members of the Association; with the joinders and consents of these members attached hereto.

WHEREFORE, the Association has caused these presents to be executed in its name and its corporate seal to be affixed by its proper officers on the 13th day of MARCH, 1990.

LAKESIDE GREEN II-B HOMEOWNERS
ASSOCIATION, INC.

BY: William Miller
PRESIDENT

ATTEST: Lola Hopkins
SECRETARY



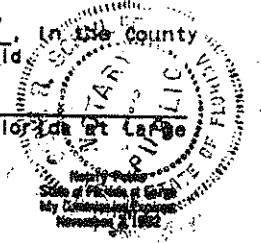
LAKE600

STATE OF FLORIDA)
)ss
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this 13th day of March, 1990, before me personally appeared William Miller and Lola Hopkins, President and Secretary, respectively of LAKESIDE GREEN II-B HOMEOWNERS ASSOCIATION, INC., a Florida Corporation not for profit, to me known to be the individuals and officers described in and who executed the aforesaid Certification as their free acts and deeds as such duly authorized officers; and that the official seal of the Corporation is duly affixed and the instrument is the act and deed of the Corporation.

WITNESS my signature and official seal at West Palm Beach, in the County of Palm Beach, State of Florida, the day and year last aforesaid

Cleve Schul
NOTARY PUBLIC, State of Florida at Large



LAKE600

My Commission Expires:

WRITTEN CONSENT

4347 Wilson Dr
12B

I/WE as all record Owners in UNIT/LOT NUMBER 12B of
LAKESIDE GREEN II-B (please refer to your deed for this
information) hereby consent(s) and agree(s) to the Amendments to
the Declaration of Restrictions for Lakeside Green II-B to which
this Written Consent is attached. This consent is cast pursuant
to Article XIII, Section 3 of the Declaration.

DATED THIS 25 day of February, 1990.

x Philip Lynn Z...
x James T. Arnold
x _____
x _____
x _____

(All Owners sign here; if your Unit is owned by a Corporation,
the President or Vice President and Secretary or Assistant
Secretary must sign for the Corporation; if your Unit is owned
under a Trust arrangement, the Trustee(s) must sign; and if your
Unit is owned by a Partnership, the Partner(s) must sign.)

NOTE: Please remember to fill in your Unit/Lot Number and
date above.

WRITTEN CONSENT

ORE 6427 Pg 100

I/WE as all record Owners in UNIT/LOT NUMBER 4305 ^{WILLOW POND (LTS-} _{of UNIT A)}
 LAKESIDE GREEN II-B (please refer to your deed for this
 information) hereby consent(s) and agree(s) to the Amendments to
 the Declaration of Restrictions for Lakeside Green II-B to which
 this Written Consent is attached. This consent is cast pursuant
 to Article XIII, Section 3 of the Declaration.

DATED THIS 10 day of February, 1990.

X De Orell
 X James D. Orell
 X _____
 X _____
 X _____

(All Owners sign here; if your Unit is owned by a Corporation, the President or Vice President and Secretary or Assistant Secretary must sign for the Corporation; if your Unit is owned under a Trust arrangement, the Trustee(s) must sign; and if your Unit is owned by a Partnership, the Partner(s) must sign.)

NOTE: Please remember to fill in your Unit/Lot Number and date above.

WRITTEN CONSENT

4283 Willow Brook
Cude

I/WE as all record Owners in UNIT/LOT NUMBER _____ of
LAKESIDE GREEN II-B (please refer to your deed for this
information) hereby consent(s) and agree(s) to the Amendments to
the Declaration of Restrictions for Lakeside Green II-B to which
this Written Consent is attached. This consent is cast pursuant
to Article XIII, Section 3 of the Declaration.

DATED THIS 3 day of March, 1990.

X Susan J. Bani
X _____
X _____
X _____
X _____

(All Owners sign here; if your Unit is owned by a Corporation,
the President or Vice President and Secretary or Assistant
Secretary must sign for the Corporation; if your Unit is owned
under a Trust arrangement, the Trustee(s) must sign; and if your
Unit is owned by a Partnership, the Partner(s) must sign.)

NOTE: Please remember to fill in your Unit/Lot Number and
date above.

ORB 6427 Pg 102

4367 WPC

WRITTEN CONSENT

I/WE as all record Owners in UNIT/LOT NUMBER 14-C of LAKESIDE GREEN II-B (please refer to your deed for this information) hereby consent(s) and agree(s) to the Amendments to the Declaration of Restrictions for Lakeside Green II-B to which this Written Consent is attached. This consent is cast pursuant to Article XIII, Section 3 of the Declaration.

DATED THIS 16th day of FEBRUARY, 1990.

X [Signature]
X [Signature]
X _____
X _____
X _____

(All Owners sign here; if your Unit is owned by a Corporation, the President or Vice President and Secretary or Assistant Secretary must sign for the Corporation; if your Unit is owned under a Trust arrangement, the Trustee(s) must sign; and if your Unit is owned by a Partnership, the Partner(s) must sign.)

NOTE: Please remember to fill in your Unit/Lot Number and date above.

LAKE606

WRITTEN CONSENT

I/WE as all record Owners in UNIT/LOT NUMBER 4 B of LAKESIDE GREEN II-B (please refer to your deed for this information) hereby consent(s) and agree(s) to the Amendments to the Declaration of Restrictions for Lakeside Green II-B to which this Written Consent is attached. This consent is cast pursuant to Article XIII, Section 3 of the Declaration.

DATED THIS 16TH day of Feb, 1990.

X W L Brian
X Viola M. Brian
X _____
X _____
X _____

(All Owners sign here; if your Unit is owned by a Corporation, the President or Vice President and Secretary or Assistant Secretary must sign for the Corporation; if your Unit is owned under a Trust arrangement, the Trustee(s) must sign; and if your Unit is owned by a Partnership, the Partner(s) must sign.)

NOTE: Please remember to fill in your Unit/Lot Number and date above.

WRITTEN CONSENT

I/WE as all record Owners in UNIT/LOT NUMBER 4317 Willow Pond Circle of LAKESIDE GREEN 11-B (please refer to your deed for this information) hereby consent(s) and agree(s) to the Amendments to the Declaration of Restrictions for Lakeside Green 11-B to which this Written Consent is attached. This consent is cast pursuant to Article XIII, Section 3 of the Declaration.

DATED THIS 20 day of Feb, 1990.

X Marie A. Cairns
X _____
X _____
X _____
X _____

(All Owners sign here; if your Unit is owned by a Corporation, the President or Vice President and Secretary or Assistant Secretary must sign for the Corporation; if your Unit is owned under a Trust arrangement, the Trustee(s) must sign; and if your Unit is owned by a Partnership, the Partner(s) must sign.)

NOTE: Please remember to fill in your Unit/Lot Number and date above.

WRITTEN CONSENT

I/WE as all record Owners in UNIT/LOT NUMBER 4239 Willow Pond Circle of
LAKESIDE GREEN II-B (please refer to your deed for this
information) hereby consent(s) and agree(s) to the Amendments to
the Declaration of Restrictions for Lakeside Green II-B to which
this Written Consent is attached. This consent is cast pursuant
to Article XIII, Section 3 of the Declaration.

DATED THIS 25th day of February, 1990.

X Virginia Padroni
X _____
X _____
X _____
X _____

(All Owners sign here; If your Unit is owned by a Corporation,
the President or Vice President and Secretary or Assistant
Secretary must sign for the Corporation; If your Unit is owned
under a Trust arrangement, the Trustee(s) must sign; and if your
Unit is owned by a Partnership, the Partner(s) must sign.)

NOTE: Please remember to fill in your Unit/Lot Number and
date above.

WRITTEN CONSENT

I/WE as all record Owners in UNIT/LOT NUMBER 4289 of LAKESIDE GREEN 11-B (please refer to your deed for this information) hereby consent(s) and agree(s) to the Amendments to the Declaration of Restrictions for Lakeside Green 11-B to which this Written Consent is attached. This consent is cast pursuant to Article XIII, Section 3 of the Declaration.

DATED THIS 5 day of 4, 1990.

X Joseph C. Plunk
X Sean Clark
X _____
X _____
X _____

(All Owners sign here; if your Unit is owned by a Corporation, the President or Vice President and Secretary or Assistant Secretary must sign for the Corporation; if your Unit is owned under a Trust arrangement, the Trustee(s) must sign; and if your Unit is owned by a Partnership, the Partner(s) must sign.)

NOTE: Please remember to fill in your Unit/Lot Number and date above.

WRITTEN CONSENT

ORB 6427 Pg 107

I/WE as all record Owners in UNIT/LOT NUMBER 270 of LAKESIDE GREEN II-B (please refer to your deed for this information) hereby consent(s) and agree(s) to the Amendments to the Declaration of Restrictions for Lakeside Green II-B to which this Written Consent is attached. This consent is cast pursuant to Article XIII, Section 3 of the Declaration.

DATED THIS 26th day of February, 1990.

X Viola Conti
X Frederick Conti
X _____
X _____
X _____

(All Owners sign here; if your Unit is owned by a Corporation, the President or Vice President and Secretary or Assistant Secretary must sign for the Corporation; if your Unit is owned under a Trust arrangement, the Trustee(s) must sign; and if your Unit is owned by a Partnership, the Partner(s) must sign.)

NOTE: Please remember to fill in your Unit/Lot Number and date above.

ORB 6427 Pg 108

WRITTEN CONSENT

4289 when the cut

I/WE as all record Owners in UNIT/LOT NUMBER _____ of LAKESIDE GREEN II-B (please refer to your deed for this information) hereby consent(s) and agree(s) to the Amendments to the Declaration of Restrictions for Lakeside Green II-B to which this Written Consent is attached. This consent is cast pursuant to Article XIII, Section 3 of the Declaration.

DATED THIS 3 day of March, 1990.

X *Beverly Lynn*
X *John Lynn*
X _____
X _____
X _____

(All Owners sign here; if your Unit is owned by a Corporation, the President or Vice President and Secretary or Assistant Secretary must sign for the Corporation; if your Unit is owned under a Trust arrangement, the Trustee(s) must sign; and if your Unit is owned by a Partnership, the Partner(s) must sign.)

NOTE: Please remember to fill in your Unit/Lot Number and date above.

LAKE606

WRITTEN CONSENT

4331 Willow Pond Cir.

I/WE as all record Owners in UNIT/LOT NUMBER 10 D of LAKESIDE GREEN 11-B (please refer to your deed for this information) hereby consent(s) and agree(s) to the Amendments to the Declaration of Restrictions for Lakeside Green 11-B to which this Written Consent is attached. This consent is cast pursuant to Article XIII, Section 3 of the Declaration.

DATED THIS 13 day of February, 1990.

X Vincent De Sarro
X Carmela De Sarro
X _____
X _____
X _____

(All Owners sign here; if your Unit is owned by a Corporation, the President or Vice President and Secretary or Assistant Secretary must sign for the Corporation; if your Unit is owned under a Trust arrangement, the Trustee(s) must sign; and if your Unit is owned by a Partnership, the Partner(s) must sign.)

NOTE: Please remember to fill in your Unit/Lot Number and date above.

WRITTEN CONSENT

I/WE as all record Owners in UNIT/LOT NUMBER 26 - Block A of LAKESIDE GREEN II-B (please refer to your deed for this information) hereby consent(s) and agree(s) to the Amendments to the Declaration of Restrictions for Lakeside Green II-B to which this Written Consent is attached. This consent is cast pursuant to Article XIII, Section 3 of the Declaration.

DATED THIS 16 day of February, 1990.

4343 Willowbrook Circle

x Joseph Di Paolo
x Julia Di Paolo
x _____
x _____
x _____

(All Owners sign here; if your Unit is owned by a Corporation, the President or Vice President and Secretary or Assistant Secretary must sign for the Corporation; if your Unit is owned under a Trust arrangement, the Trustee(s) must sign; and if your Unit is owned by a Partnership, the Partner(s) must sign.)

NOTE: Please remember to fill in your Unit/Lot Number and date above.

WRITTEN CONSENT

Lots/Unit A
4275

I/WE as all record Owners in UNIT/LOT NUMBER 4275 of LAKESIDE GREEN II-B (please refer to your deed for this information) hereby consent(s) and agree(s) to the Amendments to the Declaration of Restrictions for Lakeside Green II-B to which this Written Consent is attached. This consent is cast pursuant to Article XIII, Section 3 of the Declaration.

DATED THIS 1 day of March, 1990.

X *[Signature]*

X _____

X _____

X _____

X _____

(All Owners sign here; If your Unit is owned by a Corporation, the President or Vice President and Secretary or Assistant Secretary must sign for the Corporation; If your Unit is owned under a Trust arrangement, the Trustee(s) must sign; and if your Unit is owned by a Partnership, the Partner(s) must sign.)

NOTE: Please remember to fill in your Unit/Lot Number and date above.

WRITTEN CONSENT

4311 Willow Pond Circle

8D

I/WE as all record Owners in UNIT/LOT NUMBER _____ of
LAKESIDE GREEN II-B (please refer to your deed for this
information) hereby consent(s) and agree(s) to the Amendments to
the Declaration of Restrictions for Lakeside Green II-B to which
this Written Consent is attached. This consent is cast pursuant
to Article XIII, Section 3 of the Declaration.

DATED THIS 13 day of February, 1990.

X Barbara L. Farrell
X _____
X _____
X _____
X _____

(All Owners sign here; if your Unit is owned by a Corporation,
the President or Vice President and Secretary or Assistant
Secretary must sign for the Corporation; if your Unit is owned
under a Trust arrangement, the Trustee(s) must sign; and if your
Unit is owned by a Partnership, the Partner(s) must sign.)

NOTE: Please remember to fill in your Unit/Lot Number and
date above.

WRITTEN CONSENT

ORB 6427 Pg 313

4343 Willow Pond Circle

I/WE as all record Owners in UNIT/LOT NUMBER 12-A of
LAKESIDE GREEN 11-B (please refer to your deed for this
information) hereby consent(s) and agree(s) to the Amendments to
the Declaration of Restrictions for Lakeside Green 11-B to which
this Written Consent is attached. This consent is cast pursuant
to Article XIII, Section 3 of the Declaration.

DATED THIS 22ND day of February, 1990.

X Eugene B. Fisher
X Martha J. Fisher
X _____
X _____
X _____

(All Owners sign here; if your Unit is owned by a Corporation,
the President or Vice President and Secretary or Assistant
Secretary must sign for the Corporation; if your Unit is owned
under a Trust arrangement, the Trustee(s) must sign; and if your
Unit is owned by a Partnership, the Partner(s) must sign.)

NOTE: Please remember to fill in your Unit/Lot Number and
date above.

WRITTEN CONSENT

I/WE as all record Owners in UNIT/LOT NUMBER 4375 ^{WB} of LAKESIDE GREEN 11-B (please refer to your deed for this information) hereby consent(s) and agree(s) to the Amendments to the Declaration of Restrictions for Lakeside Green 11-B to which this Written Consent is attached. This consent is cast pursuant to Article XIII, Section 3 of the Declaration.

DATED THIS 24th day of February, 1990.

X [Signature]
X [Signature]
X _____
X _____
X _____

(All Owners sign here; if your Unit is owned by a Corporation, the President or Vice President and Secretary or Assistant Secretary must sign for the Corporation; if your Unit is owned under a Trust arrangement, the Trustee(s) must sign; and if your Unit is owned by a Partnership, the Partner(s) must sign.)

NOTE: Please remember to fill in your Unit/Lot Number and date above.

WRITTEN CONSENT

I/WE as all record Owners in UNIT/LOT NUMBER 19 of LAKESIDE GREEN II-B (please refer to your deed for this information) hereby consent(s) and agree(s) to the Amendments to the Declaration of Restrictions for Lakeside Green II-B to which this Written Consent is attached. This consent is cast pursuant to Article XIII, Section 3 of the Declaration.

DATED THIS 11th day of February, 1990.

X *Samuel Good*
X _____
X _____
X _____
X _____

(All Owners sign here; if your Unit is owned by a Corporation, the President or Vice President and Secretary or Assistant Secretary must sign for the Corporation; if your Unit is owned under a Trust arrangement, the Trustee(s) must sign; and if your Unit is owned by a Partnership, the Partner(s) must sign.)

NOTE: Please remember to fill in your Unit/Lot Number and date above.

OKS 6427 Pg 116

WRITTEN CONSENT

Willow Pond Circle

I/WE as all record Owners in UNIT/LOT NUMBER 4247 of
LAKESIDE GREEN 11-B (please refer to your deed for this
information) hereby consent(s) and agree(s) to the Amendments to
the Declaration of Restrictions for Lakeside Green 11-B to which
this Written Consent is attached. This consent is cast pursuant
to Article XIII, Section 3 of the Declaration.

DATED THIS 20th day of February, 1990.

X *Jocelyne Hussey*
X _____
X _____
X _____
X _____

(All Owners sign here; if your Unit is owned by a Corporation,
the President or Vice President and Secretary or Assistant
Secretary must sign for the Corporation; if your Unit is owned
under a Trust arrangement, the Trustee(s) must sign; and if your
Unit is owned by a Partnership, the Partner(s) must sign.)

NOTE: Please remember to fill in your Unit/Lot Number and
date above.

LAKESOS

WRITTEN CONSENT

I/WE as all record Owners in UNIT/LOT NUMBER 4377 W.B.C. of
LAKESIDE GREEN 11-B (please refer to your deed for this
information) hereby consent(s) and agree(s) to the Amendments to
the Declaration of Restrictions for Lakeside Green 11-B to which
this Written Consent is attached. This consent is cast pursuant
to Article XIII, Section 3 of the Declaration.

DATED THIS 2/27 day of _____, 1990.

X Carol Hughes
X Michael Hughes
X _____
X _____
X _____

(All Owners sign here; if your Unit is owned by a Corporation,
the President or Vice President and Secretary or Assistant
Secretary must sign for the Corporation; if your Unit is owned
under a Trust arrangement, the Trustee(s) must sign; and if your
Unit is owned by a Partnership, the Partner(s) must sign.)

NOTE: Please remember to fill in your Unit/Lot Number and
date above.

WRITTEN CONSENT

I/WE as all record Owners in UNIT/LOT NUMBER 4349 (G-D) of LAKESIDE GREEN II-B (please refer to your deed for this information) hereby consent(s) and agree(s) to the Amendments to the Declaration of Restrictions for Lakeside Green II-B to which this Written Consent is attached. This consent is cast pursuant to Article XIII, Section 3 of the Declaration.

DATED THIS 5th day of March, 1990.

X *Quinn Halanda*
X _____
X _____
X _____
X _____

(All Owners sign here; if your Unit is owned by a Corporation, the President or Vice President and Secretary or Assistant Secretary must sign for the Corporation; if your Unit is owned under a Trust arrangement, the Trustee(s) must sign; and if your Unit is owned by a Partnership, the Partner(s) must sign.)

NOTE: Please remember to fill in your Unit/Lot Number and date above.

WRITTEN CONSENT

I/WE as all record Owners in UNIT/LOT NUMBER 5C of LAKESIDE GREEN II-B (please refer to your deed for this information) hereby consent(s) and agree(s) to the Amendments to the Declaration of Restrictions for Lakeside Green II-B to which this Written Consent is attached. This consent is cast pursuant to Article XIII, Section 3 of the Declaration.

DATED THIS 1ST day of MAR, 1990.

X *Anna J. Huff*
X _____
X _____
X _____
X _____

(All Owners sign here; If your Unit is owned by a Corporation, the President or Vice President and Secretary or Assistant Secretary must sign for the Corporation; If your Unit is owned under a Trust arrangement, the Trustee(s) must sign; and if your Unit is owned by a Partnership, the Partner(s) must sign.)

NOTE: Please remember to fill in your Unit/Lot Number and date above.

WRITTEN CONSENT

I/WE as all record Owners in UNIT/LOT NUMBER 10B of LAKESIDE GREEN II-B (please refer to your deed for this information) hereby consent(s) and agree(s) to the Amendments to the Declaration of Restrictions for Lakeside Green II-B to which this Written Consent is attached. This consent is cast pursuant to Article XIII, Section 3 of the Declaration.

DATED THIS 13th day of February, 1990.

X Joseph P. Hodges
X Marian L. Hodges
X _____
X _____
X _____

(All Owners sign here; if your Unit is owned by a Corporation, the President or Vice President and Secretary or Assistant Secretary must sign for the Corporation; if your Unit is owned under a Trust arrangement, the Trustee(s) must sign; and if your Unit is owned by a Partnership, the Partner(s) must sign.)

NOTE: Please remember to fill in your Unit/Lot Number and date above.

WRITTEN CONSENT

I/WE as all record Owners in UNIT/LOT NUMBER 4399 W.P.C. of LAKESIDE GREEN II-B (please refer to your deed for this information) hereby consent(s) and agree(s) to the Amendments to the Declaration of Restrictions for Lakeside Green II-B to which this Written Consent is attached. This consent is cast pursuant to Article XIII, Section 3 of the Declaration.

DATED THIS 16 day of Feb, 1990.

X Luis Hopkins
X _____
X _____
X _____
X _____

(All Owners sign here; if your Unit is owned by a Corporation, the President or Vice President and Secretary or Assistant Secretary must sign for the Corporation; if your Unit is owned under a Trust arrangement, the Trustee(s) must sign; and if your Unit is owned by a Partnership, the Partner(s) must sign.)

NOTE: Please remember to fill in your Unit/Lot Number and date above.

WRITTEN CONSENT

ORB 6427 Pg 122

I/WE as all record Owners in UNIT/LOT NUMBER 120 of
LAKESIDE GREEN 11-B (please refer to your deed for this
information) hereby consent(s) and agree(s) to the Amendments to
the Declaration of Restrictions for Lakeside Green 11-B to which
this Written Consent is attached. This consent is cast pursuant
to Article XIII, Section 3 of the Declaration.

DATED THIS 3 day of March, 1990.

X [Signature]
X [Signature]
X _____
X _____
X _____

(All Owners sign here; if your Unit is owned by a Corporation,
the President or Vice President and Secretary or Assistant
Secretary must sign for the Corporation; if your Unit is owned
under a Trust arrangement, the Trustee(s) must sign; and if your
Unit is owned by a Partnership, the Partner(s) must sign.)

NOTE: Please remember to fill in your Unit/Lot Number and
date above.

LAKE606

WRITTEN CONSENT

4275 WBC

I/WE as all record Owners in UNIT/LOT NUMBER B/19 of LAKESIDE GREEN 11-B (please refer to your deed for this information) hereby consent(s) and agree(s) to the Amendments to the Declaration of Restrictions for Lakeside Green 11-B to which this Written Consent is attached. This consent is cast pursuant to Article XIII, Section 3 of the Declaration.

DATED THIS 25th day of FEBRUARY, 1990.

X Faiz Karim
X _____
X _____
X _____
X _____

(All Owners sign here; if your Unit is owned by a Corporation, the President or Vice President and Secretary or Assistant Secretary must sign for the Corporation; if your Unit is owned under a Trust arrangement, the Trustee(s) must sign; and if your Unit is owned by a Partnership, the Partner(s) must sign.)

NOTE: Please remember to fill in your Unit/Lot Number and date above.

WRITTEN CONSENT

I/WE as all record Owners in UNIT/LOT NUMBER 24C of LAKESIDE GREEN II-B (please refer to your deed for this information) hereby consent(s) and agree(s) to the Amendments to the Declaration of Restrictions for Lakeside Green II-B to which this Written Consent is attached. This consent is cast pursuant to Article XIII, Section 3 of the Declaration.

DATED THIS 5TH day of MARCH, 1990.

X Bernard Klein
X Madeline Klein
X _____
X _____
X _____

(All Owners sign here; if your Unit is owned by a Corporation, the President or Vice President and Secretary or Assistant Secretary must sign for the Corporation; if your Unit is owned under a Trust arrangement, the Trustee(s) must sign; and if your Unit is owned by a Partnership, the Partner(s) must sign.)

NOTE: Please remember to fill in your Unit/Lot Number and date above.

LAKE805

4327 Willow Brook Circle
Customer # 105

WRITTEN CONSENT

I/WE as all record Owners in UNIT/LOT NUMBER 15 D of LAKESIDE GREEN II-B (please refer to your deed for this information) hereby consent(s) and agree(s) to the Amendments to the Declaration of Restrictions for Lakeside Green II-B to which this Written Consent is attached. This consent is cast pursuant to Article XIII, Section 3 of the Declaration.

DATED THIS 27 day of February, 1990.

X *Frank A. Engel*
X _____
X _____
X _____
X _____

(All Owners sign here; if your Unit is owned by a Corporation, the President or Vice President and Secretary or Assistant Secretary must sign for the Corporation; if your Unit is owned under a Trust arrangement, the Trustee(s) must sign; and if your Unit is owned by a Partnership, the Partner(s) must sign.)

NOTE: Please remember to fill in your Unit/Lot Number and date above.

WRITTEN CONSENT

I/WE as all record Owners in UNIT/LOT NUMBER unit C/Lot 17 of LAKESIDE GREEN II-B (please refer to your deed for this information) hereby consent(s) and agree(s) to the Amendments to the Declaration of Restrictions for Lakeside Green II-B to which this Written Consent is attached. This consent is cast pursuant to Article XIII, Section 3 of the Declaration.

DATED THIS 26 day of February, 1990.

X Deane Kuehl
X _____
X _____
X _____
X _____

(All Owners sign here; if your Unit is owned by a Corporation, the President or Vice President and Secretary or Assistant Secretary must sign for the Corporation; if your Unit is owned under a Trust arrangement, the Trustee(s) must sign; and if your Unit is owned by a Partnership, the Partner(s) must sign.)

NOTE: Please remember to fill in your Unit/Lot Number and date above.

WRITTEN CONSENT

I/WE as all record Owners in UNIT/LOT NUMBER 4223 *WB Circle* of
LAKESIDE GREEN 11-B (please refer to your deed for this
Information) hereby consent(s) and agree(s) to the Amendments to
the Declaration of Restrictions for Lakeside Green 11-B to which
this Written Consent is attached. This consent is cast pursuant
to Article XIII, Section 3 of the Declaration.

DATED THIS 3 day of March, 1990.

X Gavin LaPlaza
X Barbara LaPlaza
X _____
X _____
X _____

(All Owners sign here; if your Unit is owned by a Corporation,
the President or Vice President and Secretary or Assistant
Secretary must sign for the Corporation; if your Unit is owned
under a Trust arrangement, the Trustee(s) must sign; and if your
Unit is owned by a Partnership, the Partner(s) must sign.)

NOTE: Please remember to fill in your Unit/Lot Number and
date above.

WRITTEN CONSENT

I/WE as all record Owners in UNIT/LOT NUMBER 23C of LAKESIDE GREEN II-B (please refer to your deed for this information) hereby consent(s) and agree(s) to the Amendments to the Declaration of Restrictions for Lakeside Green II-B to which this Written Consent is attached. This consent is cast pursuant to Article XIII, Section 3 of the Declaration.

DATED THIS 23 day of FEB., 1990.

X [Signature]

X [Signature]

X _____

X _____

X _____

(All Owners sign here; if your Unit is owned by a Corporation, the President or Vice President and Secretary or Assistant Secretary must sign for the Corporation; if your Unit is owned under a Trust arrangement, the Trustee(s) must sign; and if your Unit is owned by a Partnership, the Partner(s) must sign.)

NOTE: Please remember to fill in your Unit/Lot Number and date above.

WRITTEN CONSENT

I/WE as all record Owners in UNIT/LOT NUMBER 23A of LAKESIDE GREEN II-B (please refer to your deed for this information) hereby consent(s) and agree(s) to the Amendments to the Declaration of Restrictions for Lakeside Green II-B to which this Written Consent is attached. This consent is cast pursuant to Article XIII, Section 3 of the Declaration.

DATED THIS 4TH day of March, 1990.

X Cliff Lissenden
X _____
X _____
X _____
X _____

(All Owners sign here; If your Unit is owned by a Corporation, the President or Vice President and Secretary or Assistant Secretary must sign for the Corporation; If your Unit is owned under a Trust arrangement, the Trustee(s) must sign; and if your Unit is owned by a Partnership, the Partner(s) must sign.)

NOTE: Please remember to fill in your Unit/Lot Number and date above.

WRITTEN CONSENT

I/WE as all record Owners in UNIT/LOT NUMBER 9D of LAKESIDE GREEN II-B (please refer to your deed for this information) hereby consent(s) and agree(s) to the Amendments to the Declaration of Restrictions for Lakeside Green II-B to which this Written Consent is attached. This consent is cast pursuant to Article XIII, Section 3 of the Declaration.

DATED THIS 5 day of MARCH, 1990.

x Albert Wil Longo
x Jennie Longo
x _____
x _____
x _____

(All Owners sign here; if your Unit is owned by a Corporation, the President or Vice President and Secretary or Assistant Secretary must sign for the Corporation; if your Unit is owned under a Trust arrangement, the Trustee(s) must sign; and if your Unit is owned by a Partnership, the Partner(s) must sign.)

NOTE: Please remember to fill in your Unit/Lot Number and date above.

WRITTEN CONSENT

I/WE as all record Owners in UNIT/LOT NUMBER 4285 Willow Brook of
LAKESIDE GREEN II-B (please refer to your deed for this
information) hereby consent(s) and agree(s) to the Amendments to
the Declaration of Restrictions for Lakeside Green II-B to which
this Written Consent is attached. This consent is cast pursuant
to Article XIII, Section 3 of the Declaration.

DATED THIS 3rd day of MARCH, 1990.

X Phillip W. Later
X Jean Later
X _____
X _____
X _____

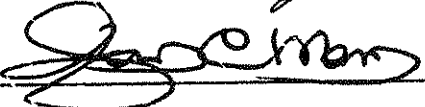
(All Owners sign here; If your Unit is owned by a Corporation, the President or Vice President and Secretary or Assistant Secretary must sign for the Corporation; If your Unit is owned under a Trust arrangement, the Trustee(s) must sign; and if your Unit is owned by a Partnership, the Partner(s) must sign.)

NOTE: Please remember to fill in your Unit/Lot Number and date above.

WRITTEN CONSENT

I/WE as all record Owners in UNIT/LOT NUMBER 4307 Willow Pond of
 LAKESIDE GREEN II-B (please refer to your deed for this
 information) hereby consent(s) and agree(s) to the Amendments to
 the Declaration of Restrictions for Lakeside Green II-B to which
 this Written Consent is attached. This consent is cast pursuant
 to Article XIII, Section 3 of the Declaration.

DATED THIS 10th day of February, 1990.

X 
 X _____
 X _____
 X _____
 X _____

(All Owners sign here; if your Unit is owned by a Corporation, the President or Vice President and Secretary or Assistant Secretary must sign for the Corporation; if your Unit is owned under a Trust arrangement, the Trustee(s) must sign; and if your Unit is owned by a Partnership, the Partner(s) must sign.)

NOTE: Please remember to fill in your Unit/Lot Number and date above.

WRITTEN CONSENT

I/WE as all record Owners in UNIT/LOT NUMBER 4337 *Unit Location Pond* of 11-C *in*
LAKESIDE GREEN II-B (please refer to your deed for this
Information) hereby consent(s) and agree(s) to the Amendments to
the Declaration of Restrictions for Lakeside Green II-B to which
this Written Consent is attached. This consent is cast pursuant
to Article XIII, Section 3 of the Declaration.

DATED THIS 28th day of Sept, 1990.

- X *Richard Miller*
- X *[Signature]*
- X _____
- X _____
- X _____

(All Owners sign here; If your Unit is owned by a Corporation, the President or Vice President and Secretary or Assistant Secretary must sign for the Corporation; If your Unit is owned under a Trust arrangement, the Trustee(s) must sign; and if your Unit is owned by a Partnership, the Partner(s) must sign.)

NOTE: Please remember to fill in your Unit/Lot Number and date above.

WRITTEN CONSENT

I/WE as all record Owners in UNIT/LOT NUMBER 4389 Willow Pond Cr of WPB
LAKESIDE GREEN II-B (please refer to your deed for this
information) hereby consent(s) and agree(s) to the Amendments to
the Declaration of Restrictions for Lakeside Green II-B to which
this Written Consent is attached. This consent is cast pursuant
to Article XIII, Section 3 of the Declaration.

DATED THIS 5 day of MARCH, 1990.

X Douglas W. Moore
X Deane M. Moore
X _____
X _____
X _____

(All Owners sign here; if your Unit is owned by a Corporation, the President or Vice President and Secretary or Assistant Secretary must sign for the Corporation; if your Unit is owned under a Trust arrangement, the Trustee(s) must sign; and if your Unit is owned by a Partnership, the Partner(s) must sign.)

NOTE: Please remember to fill in your Unit/Lot Number and date above.

WRITTEN CONSENT

I/WE as all record Owners in UNIT/LOT NUMBER Lot # 7 Unit C of
LAKESIDE GREEN II-B (please refer to your deed for this
information) hereby consent(s) and agree(s) to the Amendments to
the Declaration of Restrictions for Lakeside Green II-B to which
this Written Consent is attached. This consent is cast pursuant
to Article XIII, Section 3 of the Declaration.

DATED THIS 27th day of February, 1990.

① In

X Laura McLinker
X William McLinker
X _____
X _____
X _____

(All Owners sign here; if your Unit is owned by a Corporation,
the President or Vice President and Secretary or Assistant
Secretary must sign for the Corporation; if your Unit is owned
under a Trust arrangement, the Trustee(s) must sign; and if your
Unit is owned by a Partnership, the Partner(s) must sign.)

NOTE: Please remember to fill in your Unit/Lot Number and
date above.

WRITTEN CONSENT

I/WE as all record Owners in UNIT/LOT NUMBER 21-D of LAKESIDE GREEN II-B (please refer to your deed for this information) hereby consent(s) and agree(s) to the Amendments to the Declaration of Restrictions for Lakeside Green II-B to which this Written Consent is attached. This consent is cast pursuant to Article XIII, Section 3 of the Declaration.

DATED THIS 9th day of Feb, 1990.

X John F Meredith
X Nathan O Meredith
X _____
X _____
X _____

(All Owners sign here; if your Unit is owned by a Corporation, the President or Vice President and Secretary or Assistant Secretary must sign for the Corporation; if your Unit is owned under a Trust arrangement, the Trustee(s) must sign; and if your Unit is owned by a Partnership, the Partner(s) must sign.)

NOTE: Please remember to fill in your Unit/Lot Number and date above.

WRITTEN CONSENT

I/WE as all record Owners in UNIT/LOT NUMBER 411 of LAKESIDE GREEN II-B (please refer to your deed for this information) hereby consent(s) and agree(s) to the Amendments to the Declaration of Restrictions for Lakeside Green II-B to which this Written Consent is attached. This consent is cast pursuant to Article XIII, Section 3 of the Declaration.

DATED THIS 20 day of Feb, 1990.

X [Signature]
X _____
X _____
X _____
X _____


(All Owners sign here; if your Unit is owned by a Corporation, the President or Vice President and Secretary or Assistant Secretary must sign for the Corporation; if your Unit is owned under a Trust arrangement, the Trustee(s) must sign; and if your Unit is owned by a Partnership, the Partner(s) must sign.)

NOTE: Please remember to fill in your Unit/Lot Number and date above.

WRITTEN CONSENT

I/WE as all record Owners in UNIT/LOT NUMBER 4347 of LAKESIDE GREEN II-B (please refer to your deed for this information) hereby consent(s) and agree(s) to the Amendments to the Declaration of Restrictions for Lakeside Green II-B to which this Written Consent is attached. This consent is cast pursuant to Article XIII, Section 3 of the Declaration.

DATED THIS 24 day of February, 1990.

X 
X _____
X _____
X _____
X _____

(All Owners sign here; if your Unit is owned by a Corporation, the President or Vice President and Secretary or Assistant Secretary must sign for the Corporation; if your Unit is owned under a Trust arrangement, the Trustee(s) must sign; and if your Unit is owned by a Partnership, the Partner(s) must sign.)

NOTE: Please remember to fill in your Unit/Lot Number and date above.

WRITTEN CONSENT

4287 Willowbrook

I/WE as all record Owners in UNIT/LOT NUMBER 20 C of LAKESIDE GREEN II-B (please refer to your deed for this information) hereby consent(s) and agree(s) to the Amendments to the Declaration of Restrictions for Lakeside Green II-B to which this Written Consent is attached. This consent is cast pursuant to Article XIII, Section 3 of the Declaration.

DATED THIS 5 day of MARCH, 1990.

X _____
 X _____
 X _____
 X _____
 X _____

(All Owners sign here; if your Unit is owned by a Corporation, the President or Vice President and Secretary or Assistant Secretary must sign for the Corporation; if your Unit is owned under a Trust arrangement, the Trustee(s) must sign; and if your Unit is owned by a Partnership, the Partner(s) must sign.)

NOTE: Please remember to fill in your Unit/Lot Number and date above.

WRITTEN CONSENT

I/WE as all record Owners in UNIT/LOT NUMBER 4261 of LAKESIDE GREEN II-B (please refer to your deed for this information) hereby consent(s) and agree(s) to the Amendments to the Declaration of Restrictions for Lakeside Green II-B to which this Written Consent is attached. This consent is cast pursuant to Article XIII, Section 3 of the Declaration.

DATED THIS 27th day of February, 1990.

X Cheryl Phillips
X _____
X _____
X _____
X _____

(All Owners sign here; if your Unit is owned by a Corporation, the President or Vice President and Secretary or Assistant Secretary must sign for the Corporation; if your Unit is owned under a Trust arrangement, the Trustee(s) must sign; and if your Unit is owned by a Partnership, the Partner(s) must sign.)

NOTE: Please remember to fill in your Unit/Lot Number and date above.

ORE 6427 Pg 142

WRITTEN CONSENT

I/WE as all record Owners in UNIT/LOT NUMBER 4275 of LAKESIDE GREEN II-B (please refer to your deed for this information) hereby consent(s) and agree(s) to the Amendments to the Declaration of Restrictions for Lakeside Green II-B to which this Written Consent is attached. This consent is cast pursuant to Article XIII, Section 3 of the Declaration.

DATED THIS 18 day of Feb, 1990.

X Albert J. Pender
X Betty J. Pender
X _____
X _____
X _____

(All Owners sign here; if your Unit is owned by a Corporation, the President or Vice President and Secretary or Assistant Secretary must sign for the Corporation; if your Unit is owned under a Trust arrangement, the Trustee(s) must sign; and if your Unit is owned by a Partnership, the Partner(s) must sign.)

NOTE: Please remember to fill in your Unit/Lot Number and date above.

WRITTEN CONSENT

I/WE as all record Owners in UNIT/LOT NUMBER 10A of LAKESIDE GREEN II-B (please refer to your deed for this information) hereby consent(s) and agree(s) to the Amendments to the Declaration of Restrictions for Lakeside Green II-B to which this Written Consent is attached. This consent is cast pursuant to Article XIII, Section 3 of the Declaration.

DATED THIS 13 day of February, 1990.

X Norathy Petrelli
X Salvatore Petrelli D.P.
X _____
X _____
X _____

(All Owners sign here; if your Unit is owned by a Corporation, the President or Vice President and Secretary or Assistant Secretary must sign for the Corporation; if your Unit is owned under a Trust arrangement, the Trustee(s) must sign; and if your Unit is owned by a Partnership, the Partner(s) must sign.)

NOTE: Please remember to fill in your Unit/Lot Number and date above.

ORE 6427 Pg 144

WRITTEN CONSENT

I/WE as all record Owners in UNIT/LOT NUMBER 4241 Willow Pond Circle of
LAKESIDE GREEN II-B (please refer to your deed for this
information) hereby consent(s) and agree(s) to the Amendments to
the Declaration of Restrictions for Lakeside Green II-B to which
this Written Consent is attached. This consent is cast pursuant
to Article XIII, Section 3 of the Declaration.

DATED THIS 25 day of Feb, 1990.

X Bruce Romer
X _____
X _____
X _____
X _____

(All Owners sign here; if your Unit is owned by a Corporation,
the President or Vice President and Secretary or Assistant
Secretary must sign for the Corporation; if your Unit is owned
under a Trust arrangement, the Trustee(s) must sign; and if your
Unit is owned by a Partnership, the Partner(s) must sign.)

NOTE: Please remember to fill in your Unit/Lot Number and
date above.

LAKES05

WRITTEN CONSENT

I/WE as all record Owners in UNIT/LOT NUMBER 268B of LAKESIDE GREEN II-B (please refer to your deed for this information) hereby consent(s) and agree(s) to the Amendments to the Declaration of Restrictions for Lakeside Green II-B to which this Written Consent is attached. This consent is cast pursuant to Article XIII, Section 3 of the Declaration.

DATED THIS 14 day of February, 1990.

X [Signature]
X [Signature]
X _____
X _____
X _____

(All Owners sign here; if your Unit is owned by a Corporation, the President or Vice President and Secretary or Assistant Secretary must sign for the Corporation; if your Unit is owned under a Trust arrangement, the Trustee(s) must sign; and if your Unit is owned by a Partnership, the Partner(s) must sign.)

NOTE: Please remember to fill in your Unit/Lot Number and date above.

WRITTEN CONSENT

I/WE as all record Owners in UNIT/LOT NUMBER _____ of LAKESIDE GREEN II-B (please refer to your deed for this information) hereby consent(s) and agree(s) to the Amendments to the Declaration of Restrictions for Lakeside Green II-B to which this Written Consent is attached. This consent is cast pursuant to Article XIII, Section 3 of the Declaration.

DATED THIS 5TH day of MARCH, 1990.

X _____
X Patricia A. Nash
X _____
X _____
X _____

(All Owners sign here; if your Unit is owned by a Corporation, the President or Vice President and Secretary or Assistant Secretary must sign for the Corporation; if your Unit is owned under a Trust arrangement, the Trustee(s) must sign; and if your Unit is owned by a Partnership, the Partner(s) must sign.)

NOTE: Please remember to fill in your Unit/Lot Number and date above.

LAKE805

4337 WILLOW BROOK CIRCLE - 684-3836

WRITTEN CONSENT

I/WE as all record Owners in UNIT/LOT NUMBER ⁴²⁷⁷ 19C of LAKESIDE GREEN 11-B (please refer to your deed for this information) hereby consent(s) and agree(s) to the Amendments to the Declaration of Restrictions for Lakeside Green 11-B to which this Written Consent is attached. This consent is cast pursuant to Article XIII, Section 3 of the Declaration.

DATED THIS 12 day of February, 1990.

X Doreen A. Stiebler
X _____
X _____
X _____
X _____

(All Owners sign here; If your Unit is owned by a Corporation, the President or Vice President and Secretary or Assistant Secretary must sign for the Corporation; if your Unit is owned under a Trust arrangement, the Trustee(s) must sign; and if your Unit is owned by a Partnership, the Partner(s) must sign.)

NOTE: Please remember to fill in your Unit/Lot Number and date above.

WRITTEN CONSENT

4271 Willow Pond Cir.

I/WE as all record Owners in UNIT/LOT NUMBER 4D of
LAKESIDE GREEN II-B (please refer to your deed for this
information) hereby consent(s) and agree(s) to the Amendments to
the Declaration of Restrictions for Lakeside Green II-B to which
this Written Consent is attached. This consent is cast pursuant
to Article XIII, Section 3 of the Declaration.

DATED THIS 24 day of FEBRUARY, 1990.

X *Lucy Scatti*
 X *Ann Scatti*
 X _____
 X _____
 X _____

(All Owners sign here; If your Unit is owned by a Corporation, the President or Vice President and Secretary or Assistant Secretary must sign for the Corporation; If your Unit is owned under a Trust arrangement, the Trustee(s) must sign; and if your Unit is owned by a Partnership, the Partner(s) must sign.)

NOTE: Please remember to fill in your Unit/Lot Number and date above.

WRITTEN CONSENT

I/WE as all record Owners in UNIT/LOT NUMBER 4291 *Willow Bend* of LAKESIDE GREEN II-B (please refer to your deed for this information) hereby consent(s) and agree(s) to the Amendments to the Declaration of Restrictions for Lakeside Green II-B to which this Written Consent is attached. This consent is cast pursuant to Article XIII, Section 3 of the Declaration.

DATED THIS 13 day of February, 1990.

X *Catherine Jimma*
X _____
X _____
X _____
X _____

(All Owners sign here; if your Unit is owned by a Corporation, the President or Vice President and Secretary or Assistant Secretary must sign for the Corporation; if your Unit is owned under a Trust arrangement, the Trustee(s) must sign; and if your Unit is owned by a Partnership, the Partner(s) must sign.)

NOTE: Please remember to fill in your Unit/Lot Number and date above.

WRITTEN CONSENT

I/WE as all record Owners in UNIT/LOT NUMBER 4287 *Willow Pond Lake* of
LAKESIDE GREEN II-B (please refer to your deed for this
information) hereby consent(s) and agree(s) to the Amendments to
the Declaration of Restrictions for Lakeside Green II-B to which
this Written Consent is attached. This consent is cast pursuant
to Article XIII, Section 3 of the Declaration.

DATED THIS 4 day of May, 1990.

X [Signature]
X [Signature]
X _____
X _____
X _____

(All Owners sign here; If your Unit is owned by a Corporation,
the President or Vice President and Secretary or Assistant
Secretary must sign for the Corporation; If your Unit is owned
under a Trust arrangement, the Trustee(s) must sign; and if your
Unit is owned by a Partnership, the Partner(s) must sign.)

NOTE: Please remember to fill in your Unit/Lot Number and
date above.

WRITTEN CONSENT

I/WE as all record Owners in UNIT/LOT NUMBER 4387 ^{Wilsenback} of Cirley
LAKESIDE GREEN II-B (please refer to your deed for this
information) hereby consent(s) and agree(s) to the Amendments to
the Declaration of Restrictions for Lakeside Green II-B to which
this Written Consent is attached. This consent is cast pursuant
to Article XIII, Section 3 of the Declaration.

DATED THIS 5th day of March, 1990.

x Anthony J. Savers
x Peterson J. Paracine
x _____
x _____
x _____

(All Owners sign here; If your Unit is owned by a Corporation,
the President or Vice President and Secretary or Assistant
Secretary must sign for the Corporation; If your Unit is owned
under a Trust arrangement, the Trustee(s) must sign; and if your
Unit is owned by a Partnership, the Partner(s) must sign.)

NOTE: Please remember to fill in your Unit/Lot Number and
date above.

4387 Wilsenback Cir.

WRITTEN CONSENT

I/WE as all record Owners in UNIT/LOT NUMBER 26-D of LAKESIDE GREEN II-B (please refer to your deed for this information) hereby consent(s) and agree(s) to the Amendments to the Declaration of Restrictions for Lakeside Green II-B to which this Written Consent is attached. This consent is cast pursuant to Article XIII, Section 3 of the Declaration.

DATED THIS 24 day of Feb., 1990.

- X [Signature]
- X [Signature]
- X _____
- X _____
- X _____

(All Owners sign here; if your Unit is owned by a Corporation, the President or Vice President and Secretary or Assistant Secretary must sign for the Corporation; if your Unit is owned under a Trust arrangement, the Trustee(s) must sign; and if your Unit is owned by a Partnership, the Partner(s) must sign.)

NOTE: Please remember to fill in your Unit/Lot Number and date above.

WRITTEN CONSENT

I/WE as all record Owners in UNIT/LOT NUMBER 4267 Wood Ct, W. Wood Ct. of LAKESIDE GREEN II-B (please refer to your deed for this information) hereby consent(s) and agree(s) to the Amendments to the Declaration of Restrictions for Lakeside Green II-B to which this Written Consent is attached. This consent is cast pursuant to Article XIII, Section 3 of the Declaration.

DATED THIS 24 day of February, 1990.

X Marian Rubinson
X Herb Rubinson
X _____
X _____
X _____

(All Owners sign here; If your Unit is owned by a Corporation, the President or Vice President and Secretary or Assistant Secretary must sign for the Corporation; If your Unit is owned under a Trust arrangement, the Trustee(s) must sign; and if your Unit is owned by a Partnership, the Partner(s) must sign.)

NOTE: Please remember to fill in your Unit/Lot Number and date above.

Hea

WRITTEN CONSENT

I/WE as all record Owners in UNIT/LOT NUMBER 4279
19D of
LAKESIDE GREEN 11-B (please refer to your deed for this
information) hereby consent(s) and agree(s) to the Amendments to
the Declaration of Restrictions for Lakeside Green 11-B to which
this Written Consent is attached. This consent is cast pursuant
to Article XIII, Section 3 of the Declaration.

DATED THIS 13 day of February, 1990.

X Helga Schirmer
X Thomas Schirmer
X _____
X _____
X _____

(All Owners sign here; if your Unit is owned by a Corporation,
the President or Vice President and Secretary or Assistant
Secretary must sign for the Corporation; if your Unit is owned
under a Trust arrangement, the Trustee(s) must sign; and if your
Unit is owned by a Partnership, the Partner(s) must sign.)

NOTE: Please remember to fill in your Unit/Lot Number and
date above.

WRITTEN CONSENT

I/WE as all record Owners in UNIT/LOT NUMBER 4269 Willow Brook Cir of
LAKESIDE GREEN II-B (please refer to your deed for this
information) hereby consent(s) and agree(s) to the Amendments to
the Declaration of Restrictions for Lakeside Green II-B to which
this Written Consent is attached. This consent is cast pursuant
to Article XIII, Section 3 of the Declaration.

DATED THIS 24 day of FEB., 1990.

x ROBERT C. SMITH
x SHARON P. SMITH
x _____
x _____
x _____

(All Owners sign here; if your Unit is owned by a Corporation,
the President or Vice President and Secretary or Assistant
Secretary must sign for the Corporation; if your Unit is owned
under a Trust arrangement, the Trustee(s) must sign; and if your
Unit is owned by a Partnership, the Partner(s) must sign.)

NOTE: Please remember to fill in your Unit/Lot Number and
date above.

WRITTEN CONSENT

I/WE as all record Owners in UNIT/LOT NUMBER 240 of LAKESIDE GREEN II-B (please refer to your deed for this information) hereby consent(s) and agree(s) to the Amendments to the Declaration of Restrictions for Lakeside Green II-B to which this Written Consent is attached. This consent is cast pursuant to Article XIII, Section 3 of the Declaration.

DATED THIS 5th day of March, 1990.

X Maria J. Pissler
X _____
X _____
X _____
X _____

(All Owners sign here; if your Unit is owned by a Corporation, the President or Vice President and Secretary or Assistant Secretary must sign for the Corporation; if your Unit is owned under a Trust arrangement, the Trustee(s) must sign; and if your Unit is owned by a Partnership, the Partner(s) must sign.)

NOTE: Please remember to fill in your Unit/Lot Number and date above.

LAKE606

4329 Willow Brook Ln.
O.P.B. Fl. 33717

WRITTEN CONSENT

I/WE as all record Owners in UNIT/LOT NUMBER Lot 13 - Unit B of
LAKESIDE GREEN 11-B (please refer to your deed for this
information) hereby consent(s) and agree(s) to the Amendments to
the Declaration of Restrictions for Lakeside Green 11-B to which
this Written Consent is attached. This consent is cast pursuant
to Article XIII, Section 3 of the Declaration.

DATED THIS 5th day of March, 1990.

X Dorothy A. Stephens
X _____
X _____
X _____
X _____

(All Owners sign here; if your Unit is owned by a Corporation,
the President or Vice President and Secretary or Assistant
Secretary must sign for the Corporation; if your Unit is owned
under a Trust arrangement, the Trustee(s) must sign; and if your
Unit is owned by a Partnership, the Partner(s) must sign.)

NOTE: Please remember to fill in your Unit/Lot Number and
date above.

✓

SWEET, John

WRITTEN CONSENT

ORB 6427 Pg 158

I/WE as all record Owners in UNIT/LOT NUMBER 426A Willow Pond Circle

LAKESIDE GREEN 11-B (please refer to your deed for this information) hereby consent(s) and agree(s) to the Amendments to the Declaration of Restrictions for Lakeside Green 11-B to which this Written Consent is attached. This consent is cast pursuant to Article XIII, Section 3 of the Declaration.

DATED THIS 3rd day of March, 1990.

J. Ann Sweet Brown
X _____

X _____

X _____

X _____

(All Owners sign here; If your Unit is owned by a Corporation, the President or Vice President and Secretary or Assistant Secretary must sign for the Corporation; If your Unit is owned under a Trust arrangement, the Trustee(s) must sign; and if your Unit is owned by a Partnership, the Partner(s) must sign.)

NOTE: Please remember to fill in your Unit/Lot Number and date above.

WRITTEN CONSENT

I/WE as all record Owners in UNIT/LOT NUMBER 513 of LAKESIDE GREEN II-B (please refer to your deed for this information) hereby consent(s) and agree(s) to the Amendments to the Declaration of Restrictions for Lakeside Green II-B to which this Written Consent is attached. This consent is cast pursuant to Article XIII, Section 3 of the Declaration.

DATED THIS 14 day of February, 1990.

X [Signature]
X [Signature]
X _____
X _____
X _____

(All Owners sign here; if your Unit is owned by a Corporation, the President or Vice President and Secretary or Assistant Secretary must sign for the Corporation; if your Unit is owned under a Trust arrangement, the Trustee(s) must sign; and if your Unit is owned by a Partnership, the Partner(s) must sign.)

NOTE: Please remember to fill in your Unit/Lot Number and date above.

ORB 6427 Pg 160

WRITTEN CONSENT

I/WE as all record Owners in UNIT/LOT NUMBER 4339 WILLOW BAK. C/A of
LAKESIDE GREEN II-B (please refer to your deed for this
information) hereby consent(s) and agree(s) to the Amendments to
the Declaration of Restrictions for Lakeside Green II-B to which
this Written Consent is attached. This consent is cast pursuant
to Article XIII, Section 3 of the Declaration.

DATED THIS 25 day of FEB, 1990.

X Joseph Voth
X Jean Voth
X _____
X _____
X _____

(All Owners sign here; if your Unit is owned by a Corporation,
the President or Vice President and Secretary or Assistant
Secretary must sign for the Corporation; if your Unit is owned
under a Trust arrangement, the Trustee(s) must sign; and if your
Unit is owned by a Partnership, the Partner(s) must sign.)

NOTE: Please remember to fill in your Unit/Lot Number and
date above.

WRITTEN CONSENT

I/WE as all record Owners in UNIT/LOT NUMBER 19A of LAKESIDE GREEN II-B (please refer to your deed for this information) hereby consent(s) and agree(s) to the Amendments to the Declaration of Restrictions for Lakeside Green II-B to which this Written Consent is attached. This consent is cast pursuant to Article XII, Section 3 of the Declaration.

DATED THIS 13 day of February, 1990.

X Mary West
X Heather West
X _____
X _____
X _____

(All Owners sign here; if your Unit is owned by a Corporation, the President or Vice President and Secretary or Assistant Secretary must sign for the Corporation; if your Unit is owned under a Trust arrangement, the Trustee(s) must sign; and if your Unit is owned by a Partnership, the Partner(s) must sign.)

NOTE: Please remember to fill in your Unit/Lot Number and date above.

WRITTEN CONSENT

4333 Willow Pond.
11B

I/WE as all record Owners in UNIT/LOT NUMBER 11B of LAKESIDE GREEN 11-B (please refer to your deed for this information) hereby consent(s) and agree(s) to the Amendments to the Declaration of Restrictions for Lakeside Green 11-B to which this Written Consent is attached. This consent is cast pursuant to Article XIII, Section 3 of the Declaration.

DATED THIS 21 day of July, 1990.

X August K Williams
X _____
X _____
X _____
X _____

(All Owners sign here; if your Unit is owned by a Corporation, the President or Vice President and Secretary or Assistant Secretary must sign for the Corporation; if your Unit is owned under a Trust arrangement, the Trustee(s) must sign; and if your Unit is owned by a Partnership, the Partner(s) must sign.)

NOTE: Please remember to fill in your Unit/Lot Number and date above.

WRITTEN CONSENT

4259 Willowford Circle

I/WE as all record Owners in UNIT/LOT NUMBER _____ of
LAKESIDE GREEN II-B (please refer to your deed for this
information) hereby consent(s) and agree(s) to the Amendments to
the Declaration of Restrictions for Lakeside Green II-B to which
this Written Consent is attached. This consent is cast pursuant
to Article XIII, Section 3 of the Declaration.

DATED THIS 24 day of February, 1990.

X *[Signature]*
X _____
X _____
X _____
X _____

(All Owners sign here; if your Unit is owned by a Corporation,
the President or Vice President and Secretary or Assistant
Secretary must sign for the Corporation; if your Unit is owned
under a Trust arrangement, the Trustee(s) must sign; and if your
Unit is owned by a Partnership, the Partner(s) must sign.)

NOTE: Please remember to fill in your Unit/Lot Number and
date above.

WRITTEN CONSENT

I/WE as all record Owners in UNIT/LOT NUMBER 4339 Willow Pond of
LAKESIDE GREEN II-B (please refer to your deed for this
information) hereby consent(s) and agree(s) to the Amendments to
the Declaration of Restrictions for Lakeside Green II-B to which
this Written Consent is attached. This consent is cast pursuant
to Article XIII, Section 3 of the Declaration.

DATED THIS 12 day of July, 1990.

X [Signature]
X _____
X _____
X _____
X _____

(All Owners sign here; if your Unit is owned by a Corporation,
the President or Vice President and Secretary or Assistant
Secretary must sign for the Corporation; if your Unit is owned
under a Trust arrangement, the Trustee(s) must sign; and if your
Unit is owned by a Partnership, the Partner(s) must sign.)

NOTE: Please remember to fill in your Unit/Lot Number and
date above.

SUPPLEMENTAL DECLARATION OF THE LAKESIDE GREEN RECREATIONAL ASSOCIATION

FOR

LAKESIDE GREEN II-B

WHEREAS, THE ENGLE GROUP, INC., a Florida corporation, is the DECLARANT in the Declaration of Restrictions for LAKESIDE GREEN RECREATIONAL ASSOCIATION, recorded in Official Record Book 4203, Page 1072, and as thereafter amended from time to time, all in the Public Records of Palm Beach County, Florida, hereinafter referred to as the DECLARATION; and,

WHEREAS, pursuant to ARTICLE II, Section 1, of the DECLARATION, the undersigned desires to submit the platted lots ("LOTS") described on Exhibit I hereto, to the terms and provisions of the DECLARATION;

NOW, THEREFORE, THE ENGLE GROUP, INC., does hereby declare that the LOTS described on EXHIBIT I attached hereto are hereby brought within the scheme of the DECLARATION OF RESTRICTIONS, and are subjected to the terms, covenants, conditions and restrictions of said DECLARATION and entitled to all the rights and benefits set forth therein, specifically including use of the "RECREATIONAL AREA." The Lakeside Green II-B Homeowners Association, Inc., the Homeowner Association for the LOTS, is deemed to be a member of the Lakeside Green Recreational Association, Inc., pursuant to the terms of the DECLARATION.

THE ENGLE GROUP, INC.

By: [Signature]
Alec Engelstein, President

ATTEST:

By: [Signature]
Patricia Jones, Secretary

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

Before me personally appeared Alec Engelstein and Patricia Jones, to me well known and known to me to be the individuals described in and who executed the foregoing instrument as President and Secretary, respectively, of THE ENGLE GROUP, INC., a Florida corporation, and they acknowledged to and before me that they executed such instrument as such President and Secretary, respectively, of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this 4th day of Feb, 1986.

[Signature]
NOTARY PUBLIC, State of Florida
at Large

Record and Return to:
FRANCIS D. KNEEN, ESQ.
Francis D. Kneen, P.A.
1000 N. Ocean Blvd., Suite 1000
Palm Beach, Florida 33401

My Commission Expires: June 3, 1989
NOTARY PUBLIC STATE OF FLORIDA COMMISSION EXPIRES
MY COMMISSION EXP. JUNE 3, 1989 BONDED THRU GEN. UND.

66 032267
FEB -7 PM 2:56

EXHIBIT 1

Lots 1A, 1B, 1C, 1D, 2A, 2B, 2C, 2D, 3A, 3B, 3C, 3D, 4A, 4B, 4C,
4D, 5A, 5B, 5C, 5D, 6A, 6B, 6C, 6D, 7A, 7B, 7C, 7D, 8A, 8B, 8C,
8D, 9A, 9B, 9C, 9D, 10A, 10B, 10C, 10D, 11A, 11B, 11C, 11D, 12A,
12B, 12C, 12D, 13A, 13B, 13C, 13D, 14A, 14B, 14C, 14D, 15A, 15B,
15C, 15D, 16A, 16B, 16C, 16D, 17A, 17B, 17C, 17D, 18A, 18B, 18C,
18D, 19A, 19B, 19C, 19D, 20A, 20B, 20C, 20D, 21A, 21B, 21C, 21D,
22A, 22B, 22C, 22D, 23A, 23B, 23C, 23D, 24A, 24B, 24C, 24D, 25A,
25B, 25C, 25D, 26A, 26B, 26C, 26D, 27A, 27B, 27C, 27D, 28A, 28B,
28C, 28D, 29A, 29B, 29C, 29D, 30A, 30B, 30C, 30D, all located
within the plat of LAKESIDE GREEN -- PLAT NO. 2, in accordance
with the Plat thereof recorded in Plat Book 46, Page 136, Public
Records of Palm Beach County, Florida.

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

8451

AMENDED AND RESTATED BY-LAWS

OF

LAKESIDE GREEN II-B HOMEOWNERS ASSOCIATION, INC.

Section 1. GENERAL. These are the Amended and Restated By-Laws of LAKESIDE GREEN II-B HOMEOWNERS ASSOCIATION, INC., hereinafter the "Association", a corporation not for profit organized under the laws of Florida. All prior By-Laws, with amendments thereto, are hereby revoked and superseded in their entirety.

1.1 Principal Office. The principal office of the Association is at 115 SW Woolbright Road, Suite F-412, Boynton Beach, Florida 33435.

1.2 Seal. The seal of the Association shall be inscribed with the name of the Association, the year of its organization, and the words "Florida" and "not for profit". The seal may be used by causing it, or a facsimile of it, to be impressed, affixed, reproduced or otherwise placed upon any document or writing of the corporation where a seal may be required.

1.3 Definitions. The definitions set forth in the Declaration of Restrictions shall apply to terms used in these By-Laws.

1.4 Applicable Laws. Unless otherwise specifically provided in these By-Laws: All references to the Corporate Acts or Law and/or Chapter 607, Florida Statutes, shall apply to Chapter 617, Florida Statutes in existence this date; and to Chapter 607, Florida Statutes in existence on this date, and only to the extent that same is applicable at the particular time.

Section 2. MEMBERSHIP AND VOTING RIGHTS.

2.1 Qualifications. The members of the Association shall be the owners of legal title to the Units. The foregoing is not intended to include persons who hold their interest merely as security for the performance of an obligation. In the case of a Unit subject to a recorded agreement for deed, the contract vendee shall be deemed the Owner of the Unit for purposes of determining membership and use rights. In the case of a life estate, only the life tenant (for the duration of his life) shall be deemed the member of the Association.

THIS INSTRUMENT PREPARED BY:

LEVINE AND FRANK, P.A.
3300 PGA Boulevard, Suite 800
Palm Beach Gardens, FL 33410
Telephone: (407) 626-4700

2.2 Voting interests. The members of the Association are entitled to one (1) vote for the Unit owned by them. The total number of possible votes (the "voting interests") shall equal the total number of Units. The vote of a Unit is not divisible. If a Unit is owned by one natural person, his right to vote shall be established by a record title to the Unit. If a Unit is owned jointly by two or more natural persons, that Unit's vote may be cast by any one of the record Owners. Votes may be cast for Units owned under a trust arrangement, by any trustee. Votes may be cast for Units owned by an estate in probate, by any personal representative of the estate. If two or more Owners of a Unit do not agree among themselves how their one vote shall be cast, that vote shall not be counted for any purpose.

2.3 Closing the Records to Vote. The record of Owners shall be closed against any new transfers of ownership preceding any meeting of the Association, on the date of mailing of notice of the particular meeting. Only members of the Association as of that date shall be entitled to notice of and vote at the meeting. The Owners' record book will then again be re-opened after the meeting has been adjourned.

2.4 Approval or Disapproval of Matters. Whenever the decision or approval of an Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such Unit if in an Association meeting, unless the joinder of record Owners is specifically required.

2.5 Change of Membership. A change of membership in the Association shall be established by the new member's membership becoming effective as provided in Section 4.1.B of the Articles. At that time the membership of the prior Owner shall be terminated automatically.

2.6 Termination of Membership. The termination of membership in the Association does not relieve or release a former member from liability or obligation incurred in, or in any way connected with, the Community during the period of his membership, nor does it impair any rights or remedies which the Association may have against any former Owner or member arising out of, or in any way connected with, such ownership and membership and the covenants and obligations incident thereto.

Section 3. MEMBERS MEETINGS.

3.1 Annual Meeting. There shall be an annual meeting of the members in each calendar year. The annual meeting shall be held in Palm Beach County, Florida, each year during the month of December at a day, place and time designated by the Board of Directors, for the purpose of electing Directors and transacting any other business authorized to be transacted by the members.

3.2 Special Members Meeting. Special members meetings must be held whenever called by the President or by a majority of the Board of Directors, and must be promptly called by the President upon receipt of a written petition signed by at least ten per cent (10%) of the voting interests. Such petition shall state the purpose(s) of the meeting. The business at any special meeting shall be limited to the items specified in the petition, and contained in the notice of meeting.

3.3 Notice of Members' Meetings; Waiver of Notice. Notice of all Annual and Special members meetings must state the time, date, and place of the meeting. Notice of all meetings shall be sent by first class mail to each Owner at his address as it appears on the books of the Association, and an affidavit of the Officer making such mailing shall be retained in the Association records as proof of such mailing. Notice of a members meeting may, alternatively, be delivered in person if a written waiver of mailing is obtained. The member is responsible for providing the Association with any change of the member's address. The notice must be mailed or delivered at least fourteen (14) days, but not more than sixty (60) days, prior to the date of the meeting. Attendance at any members meeting by a member constitutes waiver of notice by that member unless the member objects to the lack of notice at the beginning of the meeting.

3.4 Quorum. A quorum at members meetings shall be attained by the presence, either in person or by proxy, of persons entitled to cast one-third (1/3) of the voting interests of the entire membership.

3.5 Vote Required. The acts approved by a majority of the votes cast at a meeting at which a quorum has been attained shall be binding upon all Owners for all purposes, except where a higher vote is required by Law or by any provision of the Governing Documents.

3.6 Proxies. Votes may be cast at a meeting in person or by proxy. A proxy may be given by any person entitled to vote, and shall be valid for a period of eleven (11) months from the date of the proxy, unless or until revoked sooner. Every proxy shall be revocable at the pleasure of the person executing it. To be valid, a proxy must be in writing, dated, and signed by the person authorized to cast the vote for the Unit, and the original must be delivered to the Secretary at or before the adjournment of the particular meeting. Holders of proxies need not be members. The holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy. The proxy may name the Board of Directors as the proxy holder, in which case the proxy shall be voted in the manner determined by resolution of the Board.

3.7 Adjourned Meetings. Any duly called meeting of the members may be adjourned to a later date by vote of the majority of the voting interests present, regardless of whether a quorum has been attained. If the date, time and place for the (new) adjourned meeting is announced at the meeting, no new notice of the adjourned meeting need be given.

3.8 Order of Business. The order of business at members meetings shall be substantially as follows:

- A. Call to order by the President (or other Officer in the absence of the President)
- B. Appointment of a Chairperson, only if the President is absent; otherwise, the President chairs the meeting
- C. Appointment of a Parliamentarian
- D. Call of the roll or certification of quorum
- E. Proof of notice of meeting or waiver of notice

- F. Minutes of last members meeting - read or waive reading
- G. Reports of Officers
- H. Reports of Committees
- I. Election of Directors (where appropriate)
- J. Unfinished Business
- K. New Business
- L. Adjournment

3.9 Minutes of Meetings. The minutes of all meetings of the membership shall be kept in a book available for inspection by members and/or their authorized representatives at any reasonable time. Member(s) of the Association and their authorized representatives shall have the right to make handwritten notations from the minutes, and to receive photocopies of the Minutes at the cost of the member(s) concerned. The Board of Directors shall establish such cost. Any business which might have been conducted at the meeting as originally scheduled may be conducted at the continued meeting.

Section 4. BOARD OF DIRECTORS.

The administration of the affairs of the Association shall be by a Board of Directors. All powers and duties granted to the Association by Law, as modified and explained in the Governing Documents, shall be exercised by the Board, subject to approval or consent of the Owners only when such is specifically required.

4.1 Number and Terms of Service. The number of Directors which shall constitute the whole Board of Directors shall be not less than three (3) nor more than nine (9) Directors, the precise number being determined by the members at each annual meeting. In order to provide for a continuity of experience, a system of staggered terms was established in the original By-Laws. At each annual meeting beginning with December, 1990, 1 Director will be elected for a three (3) year term, 1 Director will be elected for a two (2) year term, and the rest of the Directors will be elected for a one (1) year term. All Directors so elected shall serve until the end of the members meeting at which his successor is duly elected, unless he sooner resigns, or is recalled pursuant to Section 4.4 below.

- A. Exception. In any year where the members vote to increase the number of Directors to serve on the Board when compared with the previous year, then the additional Director(s) elected shall be elected as follows: if one additional Director, for one year; if two additional Directors, then a one and a two year term; if three additional Directors, then a one, a two and a three year term; if four additional Directors, then two one year terms, a two year term and a three year term.

4.2 Nominations and Elections. At each annual meeting (or annual or special meeting in the event of recall), the members shall elect as many Directors as there are regular terms of Directors expiring and other vacancies to be filled. A nominating committee shall be appointed by the Board of Directors no later than seventy-five (75) days preceding the annual meeting. The nominating committee shall submit its recommended nominees for the office of Director, to the Board of Directors by no later than forty-five (45) days preceding the annual meeting. The slate of nominees recommended by the nominating committee shall be mailed to all Owners along with the notice of the annual meeting. Nominations shall be taken for the office of Director from the floor of the annual meeting. Directors shall be elected by written ballot distributed at the meeting (unless dispensed with a majority consent of the voting interests represented at the meeting) and shall be elected by a plurality of the votes cast at the meeting. In the election of directors, there shall be appurtenant to each Unit as many votes as there are Directors to be elected. No voting representative of any Unit may cast more than one (1) vote for any candidate, it being the intent that voting in the election of Directors shall be non-cumulative. The candidates receiving the highest number of votes shall be declared elected, except that any tie vote shall be decided by the flip of a coin. The members shall vote for candidates running for 3, 2 and 1 year terms separately by term.

4.3 Vacancies on the Board. If the office of any Director or Directors becomes vacant for any reason, other than recall as provided for in Section 4.4 below, a majority of the remaining Directors, though less than a quorum, shall promptly choose a successor or successors who shall hold office until the next annual meeting. At the next annual meeting, the members shall elect a person or persons to fill the remaining unexpired term or terms, if any.

4.4 Removal of Directors (Recall). Any or all Directors may be removed with or without cause by a majority of the voting interests, either by a written agreement or at any meeting called for that purpose.

- A. **By Written Agreement.** If a proposed recall is sought by written agreement, a separate agreement is required for each member of the Board being recalled. A special Owners' meeting must be called by the Association and held not less than forty (40) days from the date of the Board's receipt of the written agreement for the purpose of the members filling the vacancies created by recall. The foregoing procedure shall apply notwithstanding any other provision in these By-Laws to the contrary.

- B. By Special Meeting. A special meeting for the purpose of recall may be called by ten per cent (10%) of the voting interests or shall be called pursuant to Section 3.2 of these By-Laws. The notice of the meeting must be accompanied by a dated copy of a signature list of at least ten percent (10%) of the voting interests, stating that the purpose of the signatures is for recall. The notice of meeting shall specify a person, other than a Board member, subject to that recall, who shall call the meeting to order and determine whether a quorum is present. The failure of the notice to so designate a person shall not invalidate an otherwise valid notice. The meeting must be held not less than fourteen (14) days nor more than sixty (60) days from the date notice is given. The first order of business, upon the determination that a quorum exists, shall be the election of a presiding officer for that meeting who shall be a person other than a Director subject to that recall. The proposed recall of more than one member of the Board shall require a separate vote for each member sought to be recalled. Any vacancies resulting by reason of recall at the meeting, shall be filled by the members of the Association at that meeting. The foregoing procedure shall apply notwithstanding any other provision in these By-Laws to the contrary.
- C. All provisions specified in Section 4.2 of these By-Laws shall apply other than the nominating committee procedures. Any Director recalled shall not be eligible for re-election at the Owners' meeting in question.

4.5 Meetings of the Board of Directors.

- A. Organizational Meeting. The organizational meeting of a new Board of Directors shall be held within ten (10) days after the election of new Directors, at such place and time as may be fixed by the Directors at the Annual Meeting at which they were elected.
- B. 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.
- C. Special Meetings. Special meetings of the Directors may be called by the President, and must be called by the President or Secretary at the written request of a majority of the Directors.

4.6 Notice of Board Meetings.

- A. Notice to Directors. Notice of the time and place of meetings shall be given to each Directors, personally or by mail, telephone or telegraph, and shall be transmitted at least three (3) days prior to the meeting; notwithstanding the foregoing to the contrary, no notice need be given to Directors of a meeting if it is a regular meeting which is held on the same date of each month. Notice of all special meetings shall state the purpose of the meeting.

- B. Waiver of Notice. Any Director may waive notice of a Board meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said Director of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, except when his attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

4.7 Quorum of Directors. A quorum at a Board meeting shall be attained by the presence in person of a majority of the entire Board of Directors. Members of the Board of Directors may participate in any meeting of the Board or Executive Committee, by means of a conference telephone call or similar communicative arrangement whereby all persons present can hear and speak to all other persons. Participation by such means shall be deemed equivalent to presence in person.

4.8 Voting by Directors.

- A. Vote Required. The acts approved by a majority of those Directors present and voting at a meeting at which a quorum has been attained shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Governing Documents or by applicable Statutes. Directors may not vote by proxy at Board meetings.
- B. Presumption of Assent. A Director who is present at a meeting of the Board, inclusive of the President, shall be deemed to have voted in favor of any action taken, unless he voted against such action or abstained from voting because of an asserted conflict of interest.

4.9 Meetings Open to the Members. Meetings of the Board of Directors shall be open to all members to attend and observe. No member, however, shall be entitled to participate in the meeting unless specifically invited to do so, and in the manner set forth by the Board.

4.10 The Presiding Officer. The President of the Association, or in his absence, the Vice-President, shall be the presiding officer at all meetings of the Board of Directors. If neither is present, the presiding officer shall be selected by majority vote of those Directors present.

4.11 Order of Business. The order of business at meetings of the Directors, as appropriate, shall be:

- A. Calling of roll
- B. Proof of notice of meeting or waiver of notice
- C. Reading and disposal of any unapproved minutes of Board meetings
- D. Reports of Officers and committees
- E. Election of Officers (if any)
- F. Unfinished business
- G. New business
- H. Adjournment

4.12 Joinder in Meeting by Approval of Minutes. A Director may join in the action of a meeting by signing and concurring in the minutes of that meeting. That concurrence, however, shall not constitute the presence of that Director for the purpose of determining a quorum.

4.13 Adjourned Meetings. Any duly called meeting of the Board of Directors may be adjourned to a later date by a vote of the majority of the Directors present, regardless of whether a quorum has been attained. No notice of adjournment is required to be given to any Director who was not present at the time of adjournment. Any business which might have been conducted at the originally scheduled meeting may be conducted at its continuance.

4.14 Minutes of Meeting. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by members of the Association and/or their authorized representative(s) at any reasonable time. These individuals shall have the right to make written notations from the minutes, and to receive photocopies thereof at the cost of the member concerned. The Board of Directors shall establish such cost.

4.15 Committees.

- A. Standing and Special Committees. The Board of Directors, by resolution, may appoint Committees to assist in the conduct of the affairs of the Association.
- B. Executive Committee. The Board of Directors, by resolution, may appoint an executive committee to consist of two or more members of the Board. The executive committee shall have and may exercise all of the powers of the Board in the management of the business and affairs of the Association during the intervals between the meetings of the Board insofar as may be permitted by law. The executive committee, however, shall not have power to:
- (1) determine the common expenses required for the operation of the Association and the Community;
 - (2) determine the assessments payable to the Owners to meet the common expenses of the Association;
 - (3) adopt or amend Rules and Regulations;
 - (4) purchase or lease real property in the name of the Association;
 - (5) approve or recommend to Owners any actions or proposals required by the Governing Documents to be approved by the Owners; and
 - (6) fill vacancies on the Board of Directors or the Executive Committee. Vacancies on the Executive Committee shall be filled only by resolution of a majority of the entire Board of Directors.
 - (7) Those matters as prohibited by law, from time to time.

4.18 Failure to Elect Director Quorum. If the Association or the Board of Directors fails to fill vacancies on the Board of Directors sufficient to constitute a quorum, any member of the Association may apply to the Circuit Court in and for Palm Beach County, Florida, for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days prior to applying to the Circuit Court, the member shall mail to the Association and post conspicuously on the Properties, a notice describing the intended action, giving the Association time to fill the vacancies. If during such time the Association fails to fill the vacancies, the Member may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver and reasonable court costs and reasonable attorneys' fees incurred by the petitioner(s). The receiver shall have all the powers and duties of a duly constituted Board of Directors and shall serve as such until the Association fills vacancies on the Board sufficient to constitute a quorum.

Section 5. OFFICERS.

5.1 Officers and Elections. The executive officers of the Association shall be a President, and a Vice-President, who must be Directors, a Treasurer and a Secretary, all of whom shall be elected annually by a majority vote of the entire Board. Any Officer may be removed with or without cause by vote of a majority of the entire Board at any Board meeting. Any person except the President may hold more than one (1) office. The Board of Directors may, from time to time, appoint such other officers, and designate their powers and duties, as the Board shall find to be required to manage the affairs of the Association. If the Board so determines, there may be more than one Vice-President.

5.2 President. The President shall be the chief executive officer of the Association; he shall preside at all meetings of the members and Directors, shall be ex-officio a member of all standing committees, shall have general and active management of the business of the Association, and shall see that all orders and resolutions of the Board are carried into effect. He shall give, or cause to be given, notice of all meetings of the members and of the Board of Directors. He shall execute bonds, mortgages, and other contracts requiring seal of the Association, except where such are permitted by law to be otherwise signed and executed, and the power to execute is delegated by the Board of Directors to some other officer or agent of the Association.

5.3 Vice-Presidents. The Vice-Presidents, in the order of their seniority shall, in the absence or disability of the President, perform the duties and exercise the power of the President, and shall perform such other duties as the Board of Directors may prescribe. "Absence" or "disability" shall be viewed on a case by case, duty by duty basis, and as used herein, shall mean incapability of the President to effect a particular duty under question, incident to the office of the President.

5.4 Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the members and shall cause all votes and the minutes of all proceedings to be recorded in a book or books to be kept for the purpose, and shall perform like duties for the standing committees and Executive Committee when required. He shall maintain a proper roster of Owners and their addresses. He shall keep in safe custody the seal of the Association and, when authorized by the Board, affix the seal to any instrument requiring it. The Secretary shall be responsible for the proper

recording of all duly adopted amendments to the Governing Documents. Any of the foregoing duties may be performed by the Assistant Secretary, if one has been designated.

5.5 Treasurer. The Treasurer shall have responsibility for the custody of Association funds and securities and the keeping of full and accurate accounts of receipts and disbursements in books belonging to the Association. He shall cause all monies and other valuable effects to be deposited in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. He shall oversee disbursement of the funds of the Association, making proper vouchers for such disbursements, and shall render to the President and Directors, at the regular meetings of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Association. Any of the foregoing duties may be performed by an Assistant Treasurer, if any has been designated.

Section 6. COMPENSATION OF DIRECTORS, OFFICERS AND COMMITTEE MEMBERS.

Neither Directors, Officers, nor committee members shall receive compensation for their services as Directors, Officer or committee member (as applicable), unless compensation is approved by a majority of the voting interests of all members of the Association, and if required, the persons are duly licensed as Community Association Managers. Nothing herein shall preclude the Board of Directors from employing a Director, Officer or committee member for the management of the Community, or for any other service to be supplied by such Director, Officer, or committee member. Directors, Officers and committee members shall be entitled to reimbursement for all actual and proper out-of-pocket expenses, relating to the proper discharge of their respective duties.

Section 7. FISCAL MATTERS. The provisions for fiscal management of the Association set forth in Article 5 of the Declaration shall be supplemented by the following provisions:

7.1 Annual Budget. The Board of Directors shall adopt an annual budget for common expenses for each fiscal year. A copy of the adopted budget shall be provided to all the Owners. The proposed budget shall be detailed and shall show the amounts budgeted by accounts and expense classifications.

7.2 Reserves. In addition to annual operating expenses, the budget must include reserve accounts for capital expenditures and deferred maintenance as to those Properties for which the Association is obligated to maintain, repair and replace under the Declaration. The Association may, but shall not be obligated, to include operating reserves in the budget.

7.3 Annual Assessments. Annual assessments based on the adopted budget shall be paid in monthly installments, in advance, due on the first days of each and every month of each year, unless otherwise specified by the Board of Directors. One written notice of the annual assessment shall be provided to all members, prior to January 1 of the particular year; no other notices need be given by the Association. Failure to send or receive such notice shall not excuse the obligation to pay. If an annual budget for a new budget year has not been adopted at the time the first installment for that year is due, it shall be presumed that the amount of such installment is the same as the previous installment, and shall be continued at such rate until a budget is adopted and pro rata assessments are calculated, at which time any overage or

shortage calculated shall be added or subtracted from each Unit's next due installment.

7.4 Special Assessments. Special assessments may be imposed by the Board of Directors when needed to meet any proper common expense(s) for which there is/are not sufficient funds in the annual budget and annual assessments. Special assessments are due on the date(s) specified in the resolution of the Board approving such assessment. The notice of any special assessment which has been levied must contain a statement of the purpose(s) of the assessment.

7.5 Depository. The Association shall maintain its accounts in such financial institutions in the State of Florida as shall be designated from time to time by the Board. Withdrawal of monies from such accounts shall be only by such person(s) as are authorized by the Board. The Board may invest Association funds in interest-bearing accounts, money market funds, certificates of deposit, U.S. Government securities, and other similar investment vehicles.

7.6 Financial Information.

7.7 Fiscal Year. The fiscal year for the Association shall begin on the first day of January of each year. The Board of Directors may change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed in the Internal Revenue Code of the United States of America.

7.8 Annual Election of Income Reporting Method. The Board of Directors shall make a determination annually, based on competent advice, whether it shall cause the Association's income to be reported to the Internal Revenue Service by the "regular" method (Federal Tax Form 1120) or the "alternative" method (Federal Tax Form 1120H), according to which method of reporting shall best serve the interests of the Association for the reporting period under consideration.

Section 8. SYSTEM OF FINES FOR NON-COMPLIANCE; SUSPENSION.

8.1 Authority and Scope. The Board of Directors may impose fines on any Owner and Unit for any violations of the Governing Documents and Rules and Regulations; as amended from time to time; and/or violations of the Law; by Owners or the Owners' tenant(s); and/or their family members, agent(s), guest(s), visitor(s), servant(s), etc.

8.2 Owner is Liable. Each and every such violation shall be the responsibility of and attributed to the Owner (and his Unit) regardless of whether the offending party is in fact the Owner or the Owner's tenant(s), or their family, agent(s), guest(s), visitor(s), servant(s), etc. As such, the Owner is responsible for the actions of the Owner's tenant(s) and family, agent(s), guest(s), visitor(s), servant(s), etc.

8.3 Written Notice Required; Contents. No fine shall be imposed against an Owner for any violation unless and until the offending party or parties (which always shall include the Owner) has/have been given an opportunity to request a hearing on whether the fine should be levied. The Association shall provide notice to the offending party or parties that they have an opportunity to request a hearing on whether the fine should be levied. If the Association fails to receive a written request for a hearing within fifteen (15) days

after the Association mails such notice, no hearing need be held, and the fine may be levied automatically without further warning. The written notice from the Association shall also include a statement as to the provisions of the Governing Documents, Rules and Regulations and/or Law which are being violated and the names of the violators, if known. If a hearing is timely requested, then the Board of Directors shall schedule a hearing as soon as is possible and notify the offending party or parties of the date, time and place of the hearing.

8.4 Level of Fines. A fine for each violation shall be \$15.00. This fine may be levied at the rate of \$15.00 per day for each day that the violation occurs, on a running per day basis, so long as the Board's notice informs the offending party or parties of this possibility.

8.5 Record Keeping. The Association shall maintain a file of all notices issued and findings of the Board of Directors in order that a record of offenses and offenders may be kept.

8.6 Hearing Before The Board of Directors. If the offending party or parties requested a hearing before the Board of Directors, then the following shall apply:

- A. A party against whom the fine may be levied shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, to have counsel present, and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Association.
- B. Failure of the Owner and the violator in question to appear at the scheduled meeting shall result in the automatic vote by the Board that the Owner is in violation, whereupon the fine may be levied without further warning.

Notwithstanding any provision in these By-Laws to the contrary, the Board of Directors shall be permitted to delegate the conduct of hearings to a Committee ("Hearings Committee"), which Hearings Committee will make recommendations to the Board of Directors for a final Board decision.

8.7 Collection of the Fine. Once a fine is deemed to be due and owing, the Association shall provide written notice to the Owner of the fine due and owing, with due date for payment. The notice shall inform the Owner of his rights to appeal under Section 8.8 of these By-Laws. The fine shall be paid and collectible as a Charge pursuant to the provisions of the Declaration.

8.8 Appeal. An Owner is hereby given the right to appeal the decision of the Board of Directors as to a fine. Any Owner who desires to appeal must make written request for same to be received by the Board of Directors within fifteen (15) days from the date that the Board mails the notice referred to in Section 8.7 above. If such written request is timely received by the Association, an appeal shall be conducted by a committee appointed by the Board of Directors, none of whom shall be members of the Board. The decision of that committee shall be final. If such an appeal is not timely requested, then the decision of the Board of Directors is final.

8.9 Suspension.

- A. The Board of Directors of the Association shall be permitted to suspend the voting rights and right of use of the Common Area of any member (including his family members, lessees, guests, etc.) during any period in which the member shall be delinquent in the payment of any Charge or assessment levied by the Association. Such suspension may be made by the Board of Directors without having to follow the notice and hearing procedures under Section 8 of these By-Laws.
- B. The Board of Directors may also vote to suspend the voting rights and right of use by an Owner (including his family members, lessees, guests, etc.) of the Common Area for a period not to exceed sixty (60) days in the event that any Owner or other violator violates any provision of the Governing Documents or Rules and Regulations or Law, other than the delinquency in payment of assessments or Charges levied by the Association. However, in connection with such suspension, all provisions regarding notice, hearing and appeal as provided for in this Section 8 shall apply, as if the suspension were deemed to be a fine.

8.10 Concurrent Remedies. The fine system and suspensions may be invoked independently of or concurrently with any other remedies provided for in the Governing Documents or Law. As such, the fine system and/or suspensions is/are not a condition precedent to the Association's pursuit of other remedies available to it under the Governing Documents or under the Law. Also, the fact that a fine is levied and/or paid or suspension results does not constitute compliance with the Governing Documents, Rules and Regulations and Law, if in fact the violation(s) remain(s).

Section 9. PARLIAMENTARY RULES. ROBERTS' RULES OF ORDER (latest edition) shall govern the conduct of meetings of the Membership and Board of Directors when not in conflict with the Governing Documents or applicable Law.

Section 10. AMENDMENT OF THE BY-LAWS. All amendments to the By-Laws shall be proposed and adopted in the following manner:

10.1 Proposal. Amendments to these By-Laws may be proposed by the Board of Directors or by written petition signed by the Owners of one-fourth (1/4) of the Units.

10.2 Procedure; Notice and Format. Upon any amendment or amendments to these By-Laws being proposed as provided above, the proposed amendment or amendments shall be submitted to a vote of the members not later than the next annual meeting, unless insufficient time to give proper notice remains before that meeting. The full text of any amendment to the By-Laws shall be included in the notice of the Owners' meeting at which a proposed amendment is considered by the Owners. New words shall be inserted in the text by underlining and words to be deleted shall be lined through with hyphens; however, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or

deleted, but instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of By-Laws. See provision ___ for present text."

10.3 Vote Required. Except as otherwise provided by Florida Law, or by specific provision of the Governing Documents, these By-Laws may be amended by concurrence of not less than a majority of the voting interests of those members voting in person and by proxy, with a quorum present, at any annual or special meeting called for the purpose.

10.4 Certificate; Recording; Effective Date. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the By-Laws, which certificate shall be in the form required by law and shall be executed by any officer of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Palm Beach County, Florida. The certificate must identify the Book and Page of the Public Records where the Declaration is recorded.

10.5 Provisos. Notwithstanding the foregoing to the contrary:

- A. No amendment shall operate to unlawfully discriminate against any Unit or class or group of Units.
- B. Section 1.1 of these By-Laws may be amended by the vote of a majority of the entire Board of Directors, without the need for membership approval.

Section 11. MISCELLANEOUS. The Miscellaneous provisions contained in Section 22 of the Declaration are incorporated herein by reference.

CERTIFICATE OF ADOPTION OF THE
AMENDED AND RESTATED BY-LAWS

THE UNDERSIGNED, being the duly elected and acting President and Secretary of LAKESIDE GREEN II-B HOMEOWNERS ASSOCIATION, INC., hereby certify that the foregoing was approved by a meeting of the entire Board of Directors on January 29, 1990, at a special Board Meeting called for the purpose, with a quorum present; and was approved by a majority of the voting interests of those members of the Association present in person and by proxy at an Owners' Meeting on March 5, 1990, with a quorum present.

The foregoing both amend and restates the amended By-Laws, as previously amended, in their entirety.

Executed on this 13th day of March, 1990.

LAKESIDE GREEN II-B HOMEOWNERS
ASSOCIATION, INC.

William Miller
PRESIDENT

Lois Hopkins
SECRETARY

LAKE504

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

AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
LAKESIDE GREEN II-B HOMEOWNERS ASSOCIATION, INC.

Pursuant to Section 617.0201(4), Florida Statutes, the Articles of Incorporation of LAKESIDE GREEN II-B HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, which was originally incorporated under the same name on March 22, 1984 are hereby amended and restated in their entirety. All amendments included herein have been adopted pursuant to Section 617.0201(4), Florida Statutes, and there is no discrepancy between the corporation's Articles of Incorporation as heretofore amended and the provisions of these Amended and Restated Articles other than the inclusion of amendments adopted pursuant to Section 617.0201(4) and the omission of matters of historical interest. The Amended and Restated Articles of Incorporation of LAKESIDE GREEN II-B HOMEOWNERS ASSOCIATION, INC., shall henceforth be as follows:

ARTICLE I

NAME AND ADDRESS

The name and address of the corporation, herein called the "Association" is LAKESIDE GREEN II-B HOMEOWNERS ASSOCIATION, INC., and its address is 115 SW Woolbright Road, Suite F-412, Boynton Beach, Florida 33435.

ARTICLE II

DEFINITIONS

For convenience, the corporation shall be referred to in this instrument as the "Association"; the Amended and Restated Declaration of Restrictions for Lakeside Green II-B, as the "Declaration"; these Amended and Restated Articles of Incorporation as the "Articles"; and the By-Laws of the Association as the "By-Laws". All other definitions contained in the Declaration are incorporated herein by reference.

THIS INSTRUMENT PREPARED BY:

LEVINE AND FRANK, P.A.
3300 PGA Boulevard, Suite 800
Palm Beach Gardens, FL 33410
Telephone: (407) 626-4700

ARTICLE IIIPURPOSE AND POWERS

Section 3.1. Purpose. The purpose for which the Association is organized is to provide an entity pursuant to the Corporate Acts for the operation of Lakeside Green II-B, located in Palm Beach County, Florida. The Association is organized and shall exist on a non-stock basis as a corporation not for profit under the laws of the State of Florida, and no portion of any earnings of the Association shall be distributed or inure to the private benefit of any member, Director, or officer.

Section 3.2. Powers. For the accomplishment of its purposes, the Association shall have all of the common law and statutory powers and duties of a corporation not for profit under the laws of the State of Florida, except as limited or modified by these Articles, the Declaration, the By-Laws or the Florida Corporate Acts; and it shall have all of the powers and duties reasonably necessary to operate the Community pursuant to the Declaration and By-Laws as they may hereafter be amended, including, but not limited to:

- A. To make and collect assessments against members of the Association to defray the costs, expenses and losses of the Association, and to use the funds in the exercise of its powers and duties; and to levy and collect Charges.
- B. To protect, maintain, repair, replace and operate the Properties.
- C. To purchase insurance upon the Properties for the protection of the Association and its members.
- D. To make improvements of the Properties, subject to any limitations contained in the Declaration, and to reconstruct improvements after casualty.
- E. To make, amend, and enforce reasonable rules and regulations governing the use of the Properties, including the Units and the operation of the Association.
- F. To enforce the provisions of the Corporate Acts, the Governing Documents and any Rules and Regulations of the Association.
- G. To contract for the management and maintenance of the Community and the Properties, and to delegate any powers and duties of the Association in connection therewith except such as are specifically required by the Declaration to be exercised by the Board of Directors or the membership of the Association.
- H. To employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the Community.
- I. To borrow money without limit as to amount if necessary to perform its other functions hereunder; provided, however, that the following limitation shall apply should the Association desire to mortgage any or all of the Common Area: The Association shall

obtain the vote or consent of two-thirds (2/3) of the voting interests of the membership of the Association.

- K. To purchase Units in the Community and to hold, lease, mortgage or convey them.
- L. To dedicate or transfer all or any portion of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed by the vote of the members referred to in the next sentence below. No such dedication or transfer shall be effective unless it is authorized and approved by at least two-thirds (2/3) of the voting interests of all members of the Association. Proviso. Any transfers required in connection with condemnation proceedings shall only require the approval of the Board of Directors of the Association.
- M. To participate in mergers and consolidations with other corporations not for profit organized for the same purpose, or annex additional residential property and Common Area, provided that such merger, consolidation or annexation shall have the consent of two-thirds (2/3) of the voting interests of the membership of the Association.
- N. To become a member of the Lakeside Green Recreational Association, Inc. in accordance with the Declaration of Restrictions for Lakeside Green Recreational Association, Inc.

Section 3.3. Funds and Properties. All funds and the title to all property acquired by the Association shall be held for the benefit of the members in accordance with the provisions of the Declaration, these Articles and the By-Laws. Shares in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to the Units.

ARTICLE IV

MEMBERSHIP AND VOTING IN THE ASSOCIATION

Section 4.1. Membership.

- A. The members of the Association shall be the record owners of a fee simple interest in Units in the Community, as further provided in the By-Laws.
- B. A change of membership shall be established and become effective by recording in the Public Records of Palm Beach County, Florida, a deed or other similar instrument and by the delivery to the Association of a copy of such instrument. The failure of a new record owner to deliver a copy of such instrument to the Association shall not deprive the new record owner of membership in the Association.

Section 4.2. Voting. The owners of each Unit, collectively, shall be entitled to one vote in Association matters. The manner of exercising voting rights shall be as set forth in the By-Laws.

Section 4.3. Quorum. The quorum for voting at members' meetings shall be as provided for in Section 3.4 of the By-Laws, which Section is incorporated herein by reference.

ARTICLE V

DIRECTORS

Section 5.1. Number and Qualifications. The property, business and affairs of the Association shall be managed by a Board in the manner and accordance with the relevant provisions specified in the By-Laws. Each Director must be a member of the Association or a spouse of a member. Other provisions regarding qualifications of Directors are contained in the By-Laws.

Section 5.2. Duties and Powers. All of the duties and powers of the Association existing under Chapters 817 and 807, Florida Statutes and the Governing Documents shall be exercised exclusively by the Board of Directors, its agents, contractors, or employees, subject only to:

- (A) approval by Owners, when such approval is specifically required in the Law or Governing Documents; and/or
- (B) action by the Executive Committee, if any, in the manner as provided for in the By-Laws.

Section 5.3. Election; Removal. Subject to the provisions contained in Section 5.4 next below, Director(s) of the Association shall be elected at the Annual Meeting of the members in the manner determined by and subject to the terms and provisions set forth in the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

Section 5.4. Current Directors (in Office as of the Date of Filing these Articles). The names and addresses of the members of the current Board of Directors who shall hold office until their successors are elected and have taken office, as provided in the By-Laws, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
WILLIAM MILLER	4337 Willow Pond Circle West Palm Beach, FL 33417
HERMAN TELLER	4277 Willow Pond Circle West Palm Beach, FL 33417
LOIS HOPKINS	4399 Willow Pond Circle West Palm Beach, FL 33417
PHYLISS BERMAN	4367 Willow Pond Circle West Palm Beach, FL 33417
BOB SMITH	4269 Willow Pond Circle West Palm Beach, FL 33417
SHARON SMITH	4269 Willow Pond Circle West Palm Beach, FL 33417

JORGE OLIVER

4287 Willow Pond Circle
West Palm Beach, FL 33417

ORB 6427 Pg 169

ARTICLE VI

OFFICERS

Section 6.1. Offices. The affairs of the Association shall be administered by the Officers holding the offices designated in the By-Laws.

Section 6.2. Duties and Powers. The powers and duties of the officers are as provided in the By-Laws.

Section 6.3. Election; Removal. The Officers shall be elected by the Board of Directors of the Association at its first meeting after the Annual Meeting of the Members of the Association and shall serve at the pleasure of the Board of Directors.

Section 6.4. Current Officers (in Office as of the Date of Filing these Articles). The names and addresses of the current Officers who shall serve until their successors are designated by the Board of Directors are as follows:

<u>NAME</u>	<u>ADDRESS</u>
WILLIAM MILLER PRESIDENT	4237 Willow Pond Circle West Palm Beach, FL 33417
HERMAN TELLER VICE PRESIDENT/TREASURER	4277 Willow Pond Circle West Palm Beach, FL 33417
LOIS HOPKINS SECRETARY	4399 Willow Pond Circle West Palm Beach, FL 33417

ARTICLE VII

INDEMNIFICATION

Section 7.1. To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director, every officer, and every member of a committee of the Association against all expenses and liabilities, including attorneys' fees, actually and reasonably incurred by or imposed on him/her in connection with any legal proceeding (or settlement or appeal of such proceeding) (and including administrative proceeding) to which he/she may be a party because of his/her being or having been a Director, officer or member of a committee of the Association. The foregoing right of indemnification shall not be available if a judgment or other final adjudication establishes that his/her actions or omissions to act were material to the cause adjudicated and involved:

- A. Willful misconduct or a conscious disregard for the best interests of the Association, in a proceeding by or in the right of the Association to procure a judgment in its favor; or
- B. A violation of criminal law, unless the Director or officer had no

reasonable cause to believe his/her action was unlawful or had a reasonable cause to believe his action was lawful; or

- C. A transaction from which the Director or officer derived an improper personal benefit.

In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which a Director or officer may be entitled.

Section 7.2. The Association shall, at the Association's expense, and if available, purchase insurance to protect the persons referred to in this Article VII.

ARTICLE VIII

BY-LAWS

The Amended and Restated By-Laws of the Association are as approved by the membership of the Association, and may be altered, amended or rescinded in the manner provided in the By-Laws.

ARTICLE IX

AMENDMENTS TO THE ARTICLES OF INCORPORATION

Amendments to these Articles shall be proposed and adopted in the following manner:

Section 9.1. Proposal. Amendments to these Articles may be proposed by the Board of Directors or by written petition signed by the owners of one-fourth (1/4) of the Units.

Section 9.2. Procedure; Notice and Format. Upon any amendment or amendments to these Articles being proposed as provided above, the proposed amendment or amendments shall be submitted to a vote of the members not later than the next annual meeting, unless insufficient time to give proper notice remains before that meeting. The full text of any amendment to the Articles shall be included in the notice of the Owners' meeting of which a proposed amendment is considered by the Owners. New words shall be inserted in the text by underlining and words to be deleted shall be lined through with hyphens; however, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Articles. See provision _____ for present text."

Section 9.3. Vote Required. Except as otherwise provided by Florida Law, these Articles may be amended by concurrence of a majority of the entire Board of Directors and a majority of the voting interests of the entire membership of the Association.

Section 9.4. Proviso. No amendment shall operate to unlawfully discriminate against any Unit or class or group of Units.

Section 9.5. Recording and Effective Date. A copy of each Amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the Public Records of Palm Beach County, Florida. The Amendment shall be effective upon recording in the Public Records of Palm Beach County, Florida.

ARTICLE X

DISSOLUTION OF THE ASSOCIATION

In the event of dissolution of the Association, other than incident to a merger or consolidation, any Member of the Association may petition the Circuit Court of the Fifteenth Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Properties, in the place and instead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and the Properties.

ARTICLE XI

TERM

The term of the Association shall be perpetual.

ARTICLE XII

APPLICABLE LAWS

Unless otherwise specifically provided in these Articles: All references to the Corporate Acts or Law and/or Chapter 607, Florida Statutes, shall apply to Chapter 617, Florida Statutes in existence on this date; and to Chapter 607, Florida Statutes in existence on this date and only to the extent that same is applicable at the particular time.

ARTICLE XIII

REGISTERED AGENT AND REGISTERED OFFICE

Prior to the filing of these Articles, the Registered Agent for the Association was William Miller, and the Registered Office of the Registered Agent was 4337 Willow Pond Circle, West Palm Beach, Florida 33417. The Registered Agent for the Association is hereby changed to Jay Steven Levine, Esquire, and the Registered Office is hereby changed to 3300 PGA Boulevard, Suite 800, Palm Beach Gardens, Florida 33410.

CERTIFICATE OF ADOPTION OF THE AMENDED AND RESTATED
ARTICLES OF INCORPORATION

THE UNDERSIGNED, being the duly elected and acting President and Secretary of the Association hereby certify that the foregoing was approved by a majority of the entire Board of Directors on January 29, 1990, at a special Board Meeting called for the purpose, with a quorum present; and was approved

by a majority of the voting interests of the entire Association on March 5, 1990, at an Owners' Meeting called for the purpose, with a quorum present.

The foregoing both amend and restate the Articles of Incorporation, as previously amended, in their entirety.

EXECUTED this 13th day of MARCH, 1990.

LAKESIDE GREEN II-B HOMEOWNERS ASSOCIATION, INC.

BY: William Miller
President William Miller

ATTEST: Lois Hopkins
Secretary Lois Hopkins

STATE OF FLORIDA)
)ss
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this 13th day of MARCH, 1990, before me personally appeared William Miller and Lois Hopkins, President and Secretary, respectively of LAKESIDE GREEN II-B HOMEOWNERS ASSOCIATION, INC., a Florida Corporation not for profit, to me known to be the individuals and officers described in and who executed the aforesaid Certification as their free acts and deeds as such duly authorized officers; and that the official seal of the Corporation is duly affixed and the instrument is the act and deed of the Corporation.

WITNESS my signature and official seal at West Palm Beach, in the County of Palm Beach, State of Florida, the day and year last aforesaid.

Carole Schube
NOTARY PUBLIC, State of Florida at Large
My Commission Expires:

Notary Public
State of Florida at Large
My Commission Expires
November 2, 1992

ACCEPTANCE OF REGISTERED AGENT

Having been named as Registered Agent to accept service of process of LAKESIDE GREEN II-B HOMEOWNERS ASSOCIATION, INC., at the place designated in these Articles, I agree to act in the capacity and I further agree to comply with the provisions of all Statutes relative to the proper and complete performance of my duties.

DATED THIS 26 day of MARCH, 1990.

LAKES02

Jay Steven Levine
REGISTERED AGENT - JAY STEVEN LEVINE



Department of State

I certify that the attached is a true and correct copy of Amended and Restated Articles of Incorporation, filed April 16, 1990, for LAKESIDE GREEN II-B HOMEOWNERS ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is N02119.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
17th day of April, 1990.



A handwritten signature in cursive script that reads "Jim Smith".

Jim Smith
Secretary of State