

LAKESIDE GREEN II-B HOMEOWNERS ASSOCIATION, INC.

LANDSCAPING RESOLUTION

WHEREAS, Over time owners have planted many varieties of plants within the 36 inch area adjacent to their units;

WHEREAS, Many owners have requested the Association to regulate the areas adjacent to units because those areas have significant impacts upon the appearance of the community as well to reduce Associations expenses for maintaining items damaged by landscaping;

WHEREAS, The Amended and Restated Declaration of Restrictions for Lakeside Green II-B, is amended, permits the Association to regulate what is planted within the are immediately adjacent to the home, including within 36 inches of a unit;

NOW THEREFORE, The Board of Directors of Lakeside Green II-C Homeowners Association, Inc. Resolve as follows:

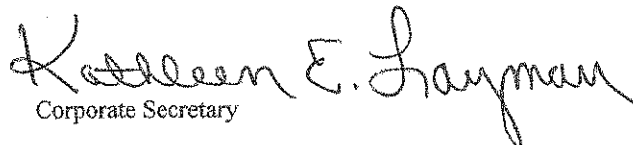
1. Plantings occurring after February 1, 2007, shall be in strict accordance with the Association's landscaping guidelines. Owners have a duty to review and understand the guidelines before undertaking any plantings.

2. Owners are responsible to maintain the items they plant. When items become noxious or unsightly, the items must be trimmed or removed by the owner at the owner's expense.

3. Documentation. The Association's Board of Directors is directed to undertake an effort to photographically document the landscaping by the 1st day of February, 2007.

DATED this 18th day of December, 2006

Lakeside Green 11-B Homeowners Association, Inc.


Corporate Secretary

LANDSCAPE ALTERATION APPROVAL AGREEMENT

WHEREAS, _____ and _____
("Owner" which shall be deemed plural if two names are stated or singular if only one name is stated)
own(s) real property located in Palm Beach County, Florida described as:

Lot _____ of LAKESIDE GREEN - PLAT NO.2, according to the
Plat thereof as recorded in Plat Book 46, Page 136 of the Public
Records of Palm Beach County, Florida

("Lot") with a mailing and street address of _____, West Palm Beach,
Florida 33417, upon which a dwelling has been erected ("Unit").

WHEREAS, **LAKESIDE GREEN II-B HOMEOWNERS ASSOCIATION, INC.**
("Association") is the homeowners' association responsible for administering the Lakeside Green II-B
community ("Community") pursuant to the Declaration of Restrictions for Lakeside Green II-B
recorded in Official Records Book 4203 at Page 1041 of the Public Records of Palm Beach County,
Florida, as has been and may be amended from time to time, including but not limited to the
Amended and Restated Declaration of Restrictions for Lakeside Green II-B recorded in Official
Records Book 6427 at Page 005 I ("Declaration");

WHEREAS, the Owner desires to plant landscaping pursuant to the plan attached as Exhibit "A"
("Alteration") on the Lot. The Owner acknowledges that the Owner is responsible to maintain the
landscaping the Owner or Owner's predecessor installed.

NOW THEREFORE' for good and valuable consideration the parties agree as follows:

1. **Representations.** The Owner warrants that the above representations are true and correct and intends for the Association to rely upon the representations.
2. **Approval.** Pursuant to Declaration Article 7, the Association approves the Alteration as set forth above. Approval does not constitute the approval of any governmental entity which approval, if required, the Owner must obtain. Owner shall not permit any further alteration to the exterior of the Unit or the Lot without first obtaining the Association's written approval.
3. **Work.** All Owners' work shall be undertaken pursuant to all applicable federal, state, and local laws, codes and ordinances as well as pursuant to proper permits, if required. Contractors utilized for the work must have worker's compensation and liability coverage to protect the Association its members, officers, directors, employees and agents in an amount no less than \$300,000.00. Upon the Association's request the Owner will provide the Association these licenses and certificates of insurance.
4. **No Lien.** Under no circumstances will the Owner's work result in a lien upon any property other than the Lot. If there should be a prohibited lien, then the Owner shall immediately and without demand cause the lien to be removed.
5. **No Waiver.** No Declaration provision is waived by this approval.
6. **Maintenance.** The Owner is responsible to properly maintain the Alteration at the Owner's expense. Such maintenance shall include property watering, fertilizing and trimming. Trimming and maintenance includes, but is not limited to, ensuring that no part of the alteration touches the Unit under normal as well as well as storm conditions and to ensure that roots do not affect utilities, the slab and other improvements.
7. **Removal.** If the Owner fails to properly maintain the Alteration, then the Association in the Association's sole discretion may require the Alteration's removal and the Owner's return of the Lot

to the Lot's condition before the Alteration all at the Owner's sole expense. If the condition before the Alteration is not ascertainable as determined by the Association in the Association's sole discretion then the condition will be determined by the Association.

8. **Hold Harmless.** The Owner shall defend the Association, hold harmless and indemnify the Association for any monetary loss, claim and demand resulting from the Alteration, use of Alteration, work required by this Agreement and the Agreement, including attorneys' fees for enforcing this provision. The Association shall not be held liable for any damage done by the Alteration, work or matters concerning this Agreement. For the purpose of this paragraph the term "Association" includes the Association and its members, officers, directors, agents, employees and contractors.

9. **Liability.** The Owner is responsible for any damage to the common area, as that term is defined in the Amended and Restated Declaration, damage to any property owned, possessed or controlled by the Association, and any damage caused by the Owner, the Owner's contractor, subcontractors, material men, agents or employees which is in any way related to the Alteration. The Owner's duties included, but are not limited to identifying any underground installations and not damaging any whether owned by the Association or otherwise.

10. **Covenant.** This Agreement is a covenant binding the Owner, the Owner's grantees, successors, heirs assigns. This Agreement shall be recorded in the Public Records of Palm Beach County, Florida. The Owner shall pay for all fees and costs associated with the recording of this Agreement and shall present the Association with a check for the required recording fee in the amount of \$47.60 payable to: Sharon R. Bock, Clerk and Comptroller, or her successor.

11. **Transfer.** Each grantor and any other acquirer of an interest in the Lot shall deliver to their grantee a photocopy of this Agreement; however, failure of delivery shall not invalidate this Agreement nor the Agreement's binding effect on grantee. The Association may, but has not to, provide a copy of this Agreement to prospective grantees of the Lot.

12. **Default.** Any breach by the Owner of this Agreement, the Homeowners' Association Act or the Amended and Restated Declaration, as each may be amended from time to time, shall constitute a default of this Agreement.

13. **Complete.** This Agreement may be modified only by a writing executed by the parties and recorded in the Public Records of Palm Beach County, Florida, referencing this Agreement and the Lot's legal description.

14. **Disputes.** If there is a dispute between the parties, then venue of the dispute shall be in a court of competent jurisdiction located in Palm Beach County, Florida. The Owner shall cooperate with the Association concerning the enforcement of this covenant, including but not limited to the execution of documents. This Agreement was the product of both parties' discussions; thus, regardless of which party actually contributed the text there shall be no interpretation or assumption that a particular party drafted any text.

15. **Fees.** If the Association incurs any expense or loss because of the Owner's noncompliance with this Agreement, then the amount of the loss or expense shall be a lien upon the Lot which the Association shall be entitled to enforce in the manner of an Association assessment lien. The prevailing party in any dispute concerning this Agreement in litigation, arbitration, mediation, bankruptcy, or otherwise shall be entitled to recover their reasonable attorneys' fees as a taxable cost. If the Association is awarded attorneys' fees or costs, then the sum awarded shall also be a lien against the Lot which the Association shall be entitled to enforce in the manner of an assessment lien.

16. **Counsel.** Owner acknowledges that Gelfand & Arpe, P.A. is counsel for the Association, and that neither Gelfand & Arpe, P.A., nor any attorney employed by Gelfand & Arpe, P.A., provided Owner any legal advice nor received any Owner confidences.

17. Authority. Each signatory warrants they have authority to execute this Agreement.

18. Titles. Titles are for reference and are not part of the Agreement.

Dated this day of , 20__.

Witnessed by:
Signature here: (✓) _____

Owner Acknowledgment:
By: _____

Print name here _____

Signature here (✓) _____ By: _____

Print name here _____

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ____ day of _____,
20__ by _____ and _____ who is/are personally
known to me who has/have produced _____ as identification and who
did not take an oath.

Signature here _____

Print name here _____

Notary Public, State of Florida
Serial Number:
My commission expires:

Lakeside Green 11-B Homeowners' Association, Inc

Witnessed by: _____ By: _____

Terrill Carpenter, President

Print name here: _____

Witnessed by: _____ By: _____

Kathleen Layman, Vice President/Secretary

Print name here: _____

STATE OF FLORIDA

[CORPORATE SEAL]

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this day of , 20 by
Terrill Carpenter, President and Kathleen Layman, Vice President/Secretary Lakeside Green II-B
Homeowners Association, Inc, respectively who are personally known to me or who have produced
_____ as identification and who did not take an oath.

Signature
Print name here

Notary Public, State of Florida
Serial Number:
My commission expires: