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upon recordation return to:  
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**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS AND  
RESTRICTIONS, BY-LAWS AND ARTICLES OF INCORPORATION FOR  
SPENCER LAKES PROPERTY OWNERS' ASSOCIATION, INC.**

THIS AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS, BY-LAWS AND ARTICLES OF INCORPORATION FOR SPENCER LAKES PROPERTY OWNERS' ASSOCIATION ("Amendment") is made by Spencer Lakes Property Owners' Association, Inc. a Florida not-for-profit corporation (the "Association").

**RECITALS**

A. The original Declaration of Covenants and Restrictions (the "Declaration"), By-Laws and Articles of Incorporation ("Articles") for Spencer Lakes Property Owners' Association, Inc., including all pages thereof and exhibits thereto, was recorded at Book 2772, Page 918, et seq., of the Public Records of Palm Beach County, Florida.

B. The Amendment language contained herein to the Declaration, By-Laws and Articles was approved in accordance with the requirements of the Declaration, By-Laws and Articles, as amended.

C. The Association now desires to amend the terms of the Declaration, By-Laws and Articles as set forth herein.

NOW THEREFORE, the Association hereby declares that every portion of Spencer Lakes Property Owners' Association is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of these Amendments.

2. Conflicts. In the event that there is a conflict between this Amendment and the Declaration, or this Amendment and the By-Laws, or this Amendment and the Articles, this Amendment shall control. Whenever possible, this Amendment and the Declaration, this Amendment and the By-Laws and this Amendment and the Articles shall each, respectively, be construed as a single document. Except as modified hereby, the Declaration, By-Laws and Articles, as originally recorded and previously amended, shall remain in full force and effect. In the event that any amendment(s) to the Declaration, By-Laws, or Articles have been recorded prior to this Amendment, this Amendment shall be deemed to follow such prior recorded amendment(s) in time and title. In the event of a conflict between this Amendment and any such prior recorded amendment(s) to the Declaration, By-Laws or Articles, or in the event of a conflict between this Amendment and any other governing documents, this Amendment shall control.

3. Definitions. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration, By-Laws and Articles.
4. Covenant. This Amendment shall be a covenant running with the land.
5. Amendment to the Declaration, By-Laws and Articles:

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

### **DECLARATION OF COVENANTS AND RESTRICTIONS:**

~~A.S.I. properties, a Florida general partnership, developer of that certain real property designated and known as SPENCER LAKES, as more accurately described in Section I hereof,~~  
The Association hereby declares that said certain real property designated and known as SPENCER LAKES, as more accurately described in Section I hereof, is and shall be held, transferred, sold, conveyed and occupied subject to those covenants, restrictions, easements, charges and liens hereinafter set forth in this Declaration of Covenants and Restrictions, hereinafter sometimes called "Declaration." Additionally, this Declaration and all of its terms and provisions shall at all times be governed by and subject to Florida Statutes 617 and 720, as they may be amended from time to time, as well as any other applicable Florida Statutes, as they may be amended from time to time.

### **SECTION II. SPENCER LAKES PROPERTY OWNERS' ASSOCIATION, INC.**

A. Membership. Every person or entity ~~(including the Developer and Perini)~~ shall automatically become a member of the Association upon acquisition of a fee simple title ~~(or in the case of the Developer by filing of this Declaration and in the case of Perini by the filing of a designation contemplated by Section I.C. hereof)~~ of any lot or parcel or portion thereof by the filing of record therefor a deed in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, evidencing such ownership. Membership shall continue until such time as the member transfers or conveys of record said interest, or said interest is transferred and conveyed by operation of the law, at which time said membership (with respect to the lot or parcel conveyed) shall automatically be conferred upon the transferee. Membership shall be appurtenant to and may not be separated from ownership of any lot or parcel which is subject to this Declaration of Covenants and Restrictions, except in those instances set forth in Section II., I.3, a through c. hereof. Notwithstanding the provisions hereof, no person or entity who holds an interest of any type or nature whatsoever in a lot in SPENCER LAKES only as the security for performance of an obligation shall be a member of the Association. ~~The Developer and/or Perini, by including additional lots or parcels within the impositions of this Declaration, or any part thereof, may cause additional memberships in the Association, and may designate the ownership basis of automatic membership, which may be lot ownership or such other ownership basis as the Developer and Perini, in their sole discretion, may determine. Any transfer of title of a lot or parcel or portion thereof occurring after the recording of the amendment adding this language may only be to a natural person(s) or to a trust established for estate planning purposes and not to any corporate entity, limited liability company, partnership or other type of trust, except that this restriction shall not apply to transfers of title of a lot or parcel to an Institutional Mortgagee or to the Association.~~

C. Board of Directors. The ~~affairs of the Association shall be managed by a Board of Directors of the Association shall consisting of not less than five (5) three (3) Directors,~~ members, the full membership of said Board to be appointed by the Developer, so long as the Developer is a member of the Association by virtue of its ownership of any portion of the property which is hereby made subject to this Declaration or may be made subject to this Declaration by the designation contemplated in Section I.B. hereof. Notwithstanding the foregoing, should PERINI designate any additional property, lots or parcels as being subject to this Declaration in accordance with Section I.C. hereof, then, and in that event, PERINI, to the exclusion of the Developer, shall be entitled to appoint the full membership of the Board of Directors so long as PERINI is a member of the Association by virtue of such designation or designations.

The rights of appointment set forth hereunder shall fully terminate as to the Developer at such time as (a) it no longer holds ownership of record of any property subject to this Declaration or any part thereof, or (b) PERINI makes a designation as contemplated by Section I.C. hereof. The right of appointment set forth hereunder as to PERINI shall fully terminate and expire at such time as it, its successors and/or assigns (excluding ultimate individual residential lot purchasers) no longer holds ownership of record of the property described in Section I.C. hereof, or any portion thereof. Subsequent Boards shall be elected in accordance with the Articles of Incorporation and/or By Laws of the Association. There shall be no requirement that ~~a~~Any member of the Board of Directors shall be a member of the Association ~~or~~ and a property owner within SPENCER LAKES.

D. Officers. Officers of the Association shall be appointed by the Board of Directors of the Association in accordance with the Articles of Incorporation and/or the By-Laws of the Association. So long as the Developer or Perini (as the case may be) has or retains the right of appointment of the Board of Directors (as set forth in Section I.C. hereof), no officer appointed shall serve the Association until such time as Developer or Perini approves the appointment. Upon the appointment of an officer by the Board of Directors, whether or not said appointment occurs at the annual meeting for such appointment or otherwise, the Board of Directors shall forthwith submit the name of such newly appointed officer or officers, in writing, to the Developer or Perini. Developer or Perini shall approve or disapprove said officer or officers within twenty (20) days after receipt of said name or names. In the event Developer or Perini fails to act within such time period, such failure shall be deemed approval by the Developer or Perini. There shall be no requirement that ~~a~~Any officer of the Association shall be a member of the Association ~~or~~ and a property owner within SPENCER LAKES.

E. Architectural Control.

1. ~~Architectural Review Board.~~ The architectural review and control functions of the subdivision and subsequent additions to the subdivision shall be administered and performed by the Architectural Review Board (hereinafter referred to as the "A. R. B. "), which shall consist of three (3) members, one of which shall be appointed by the Developer, one of which shall be appointed by Perini and one of which shall be appointed by the mutual consent and agreement of the Developer and Perini. A quorum shall consist of two (2) members which shall consist of the Developer member and the member appointed by Perini.

~~2. Powers and Duties of the A.R.B. To act in those cases where the restrictions and covenants call for approval of the A.R.B.~~

~~3. Failure of the ARB to act within thirty (30) days after submission of plans shall constitute approval.~~

~~4. Any vacancy occurring on the A.R.13. because of death, resignation, or other termination of service of any member thereof, shall be filled by the Board of Directors, except that the Developer, to the exclusion of the Board, shall fill any vacancy as to the A.R.B. member appointed by said Developer, and Perini shall, to the exclusion of the Board, fill any vacancy as to the A. R.B. member appointed by said Perini.~~

1. Architectural Review Board. In order to assure that the residences and other buildings, structures, and improvements in the Spencer Lakes community will be constructed in a manner to preserve a uniformly high standard of construction quality, and in order to create, maintain and preserve an attractive, unique and exclusive residential subdivision, with harmony in design and location in relation to surrounding buildings, improvements and topography, and with homogeneity in density, size, and materials of the structures, and appearances of all buildings, structures and improvements on any lot, there is hereby created an Architectural Review Board. The Architectural Review Board, sometimes referred to in this Declaration as the "ARB," shall be comprised of three (3) members. The members of the ARB shall consist of persons appointed by the Board of Directors and shall hold office until such time as such new member has resigned, has been removed, or such new member's successor has been appointed, as provided herein. Members of the ARB may be removed at any time without cause. The Board of Directors shall have the sole right to appoint and remove all members of the ARB.

2. Purpose and Powers of the ARB.

a. The ARB shall have the power to regulate all of the construction and architectural matters. The power to regulate shall include the power to prohibit those buildings, structures, improvements or landscaping plan (including additions, changes, and modifications thereto) deemed inconsistent with the provisions of the Declaration, any architectural guidelines, or the aesthetic scheme, design or quality intended to be created and preserved hereby, or in maintaining the value and desirability of the Spencer Lakes community, as a residential community with exclusive, unique and desirable aesthetic qualities.

b. The Board of Directors may develop, adopt, promulgate, publish and make available to all owners and others who may be interested, either directly or through the Association, at a reasonable charge, and may from time to time change, modify and amend, a manual or manuals setting forth detailed architectural and landscape design standards, specifications and criteria to be used by the ARB as a guide or standard for determining compliance with this Declaration and the acceptability of those components of development, construction and improvement of any lot or any Common Area requiring review and approval by the ARB ("Architectural Guidelines") The Architectural Guidelines and any other architectural review criteria may be modified from time to time by

the Board of Directors. Any such single Architectural Guidelines or separate architectural design standards manual and separate landscape design standards manual may include a detailed interpretation or explanation of acceptable standards, specifications and criteria for a number of typical design elements, including, without limitation, site planning, architectural design, building materials, building construction, landscaping, irrigation, and such other design elements as the Board of Directors shall, in its discretion, determine. Such Architectural Guidelines shall be used by the ARB and other affected persons.

c. No building, structure, improvement or landscaping plan, shall be erected, constructed, placed or altered on any lot until the owner has submitted in duplicate complete plans and specifications for such building, structure, improvement or landscaping plan and a detailed site plan showing its proposed location, and the ARB shall have approved such plans and specifications and detailed site plan, in writing. This approval procedure shall also apply to the installation of any object within a front, side or rear yard, and shall include, but not be limited to, fountains, pottery, landscaping, landscape curbing, signage, or other forms of yard art. The approval of said plans, specifications and detailed site plan by the ARB may be withheld not only because of the noncompliance with any of the specific easements, covenants, conditions and restrictions of this Declaration, or the Architectural Guidelines, but also by reason of the reasonable dissatisfaction of the ARB with any other aspect of such plans and specifications, including but not limited to compliance with this Declaration, the Architectural Guidelines, the landscaping or grading plan, the proposed location of the structure with respect to topography and finished grade elevations, the quality of workmanship and materials, the type of materials, the color scheme, finished design, proportions, architecture, style, shape, height, size, style or appropriateness of the proposed buildings, structures or improvements located or to be located upon any lot, including the height, kind and appearance of fences, walls, and excavation or fill, change in appearance, drainage or terrain, planting, utility installation and any other physical change or improvement to any lot, the size, location and materials to be used in the construction of the walks and drives, and the sizes and species of landscaping materials, or which is inconsistent with the aesthetic appearance of the Spencer Lakes community, all of which are included within the definition of "improvements" as such word is used herein.

d. It is the intention of this provision to vest in the ARB the right, power and authority to regulate the appearance of the buildings, structures, improvements and landscaping plan to be located upon each lot, for the purposes herein set forth. Upon completion of any building, structure, improvement or landscaping plan in accordance with the plans, specifications and detailed site plan as approved by the ARB, no changes, alterations, additions, reconstruction or attachments of any nature whatsoever shall be made to the exterior of the building, structure, improvement, or landscape plan, including that portion thereof not actually occupied by the improvements thereon, unless the same are identical to the original work without the ARB's prior written approval in the manner above provided.

e. All of the foregoing approvals of the ARB shall not be unreasonably withheld so long as such original plans, specifications and detailed site plans of such change, alteration, addition, reconstruction or attachment, as the case may be, conforms substantially to, and is in harmony with, the creation and preservation of the general plan of development intended to be created and preserved by this Declaration. This Section I.I.E. applies to all owners.

3. Exculpation of ARB. Members of the ARB cannot and shall not be held responsible, or be liable to any person whomsoever, in any manner whatsoever, for any loss or damages arising out or resulting from the approval, the failure or refusal to approve, or the disapproval of, any plans and specifications or site plans, or for any errors in structure, design or any non-conformance with applicable building codes or local laws or regulations in the plans and specifications or site plan, nor for any defect in design or construction of any building, structure or improvement constructed in accordance with any such plans, specifications or site plan.

4. Submission of Plans and Specifications for Review by ARB.

a. An owner desiring to make any improvement to the Property governed by this Section II.E. shall submit plans, specifications and detailed site plans for the improvement in sufficient detail as may be required from time to time by the ARB to meet the review criteria of this Section II.E. Plans, specifications, and detailed site plans shall be submitted to the ARB in the number reasonably required by the ARB from time to time. The Association may charge a reasonable fee for reviewing plans, specifications and detailed site plans, which may include the cost to have the submitted materials reviewed by an architect or engineer. If requested by the submitting owner, the ARB shall issue a receipt to any owner that plans, specifications and detailed site plans have been submitted to the ARB for review.

b. The ARB may approve, disapprove, or approve with conditions, any submittal. Approval, disapproval or conditional approval shall be endorsed upon the plans, specifications, and details site plan submitted by the owner, and shall be further evidenced by a written instrument executed and acknowledged by the ARB. Such written instrument accompanied by one set of the endorsed submitted documents, shall be returned, to the applicant within thirty (30) calendar days after submission by the owner. If the ARB does not take action to either approve or disapprove the submission within such thirty (30) day period, the request shall be deemed disapproved. One set of plans, specifications and detailed site plan as finally approved shall be retained by the ARB for its permanent records.

5. Variances. The ARB may authorize a variance from compliance with any of the architectural provisions of this Declaration or Architectural Guidelines when circumstances such as topography, natural obstructions, hardships of aesthetic or environmental consideration justify such variances in the opinion of the ARB. The authorization shall be in writing. If such a variance is granted, no violation of the covenants, conditions and restrictions contained in this Declaration, or the Architectural Guidelines shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not however, operate to waive any of the terms and provisions this Declaration or the Architectural Guidelines covered by the variance, nor shall it affect in any way the owners' obligation to comply with all governmental laws and regulations, including, but not limited to, zoning ordinances and set back lines or requirements imposed by any governmental or municipal authority, provided however, in no event shall granting of a variance set a precedent which requires the granting of another such variance.

F. Association Property.

1. Acquisition and Sale of Property. The Association shall have the power and authority to acquire such interests in real and personal property as it may deem beneficial to its members. Said interests may include fee simple or other absolute ownership interests, leaseholds, easements and other possessory use interests as said Association may determine to be beneficial to its members. Except for the acquisition of the property referred to in Section II.F.2. and the easement in II.P.3., any purchase, sale, transfer or conveyance of real property hereunder shall have the approval of the membership of the Association, said approval to be by the vote of ~~two-thirds (2/3rds)~~ fifty-one percent (51%) of the membership in attendance in person or by proxy at a regular or special meeting of the membership called, at least in part, for the purpose of said approval.

5. Rules and Regulations Governing Use of Association's Property and Lots. The Association, through its Board of Directors shall regulate the use of Association property and lots within Spencer Lakes by its members and may from time to time promulgate and amend such rules and regulations governing the use thereof as it may deem to be in the best interest of its members. A copy of all rules and regulations established hereunder and any amendments thereto shall be provided to all members of the Association.

H. Assessments. The Association, through its Board of Directors, shall have the power and authority to make and collect those assessments hereinafter set forth in this Section II.H.

2. Special Assessments. The Board of Directors may levy a Special Assessment for any of the following purposes: The acquisition of property pursuant to Section II.F. hereof, defraying the cost of construction of capital improvements to Association property; the cost of construction, reconstruction, unexpected substantial repair or replacement of a capital improvement, including the necessary fixtures and personal property related thereto. Except when the cost of repair contemplated herein does not exceed \$5,000.00, any special assessment shall have the approval of the membership of the Association, said approval to be obtained at a duly convened regular or special meeting called at least, in part, to secure this approval, by an affirmative vote of no less than fifty-one percent (51%) ~~two-thirds (2/3rds)~~ of the members present in person or by proxy. All notices of special assessments from the Association to the members shall designate when they are due and payable. All special assessments shall be at a uniform rate for each lot (or in the event additional property is made subject to this Declaration shall be assessed equally. Should a lot or parcel be divided as to ownership so that separate and distinct owners or a multiple of owners own separate portions thereof, each distinct owner or multiple of owners shall be assessed that percentage of the assessment which is equal to the percentage of the lot or parcel owned.

Special assessments shall be collectible in such manner as the Board of Directors shall determine. Any special assessment or payment thereunder remaining unpaid for a period in excess of thirty (30) days after it becomes due shall be in default and shall be lienable in accordance with Section II.I. hereof.

I. Effect of Non-Payment of Assessments.

1. The Lien, the Personal Obligation, Remedies of the Association. If any assessment is not paid on the date when due, such assessment shall become delinquent and shall, together with interest thereon, late fees, and the cost of collection thereof, become a continuing lien on the lot (or in the event additional property is made subject to this Declaration each lot or parcel) against which such assessment is made, which lien shall bind such lot or parcel in the hands of the owner, his heirs, devisees, personal representatives and assigns, and shall also be the continuing personal obligation of the owner against whom the assessment is levied.

If the assessment is not paid within ~~thirty (30)~~ ten (10) days after ~~the delinquency date, which shall be the due date, which shall be the first day of the month,~~ a late fee of \$25.00 per month shall be levied and the assessment shall bear interest from the due date of delinquency at the rate equal to eighteen percent (18%) or the maximum rate allowable by law, whichever is higher, per annum until paid in full of ten (10%) percent per annum, and the Association may, at any time thereafter, bring an action to foreclose the lien against said property in like manner as a foreclosure of a mortgage on real property and/or a suit on the personal obligation against the owner or owners and there shall be added to the amount of such assessment the costs ~~incurred of preparing and in filing a complaint in~~ such action (including reasonable attorneys fees), and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided, late fees, and reasonable attorney's fees to be fixed by the Court, together with the cost of the action.

2. Subordination to Lien of Mortgage. The lien of the assessments for which provision is herein made, as well as in any other Section of this Declaration, shall be subordinate to the lien of any first mortgage. ~~Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, and in any other proceeding in lieu of foreclosure of such mortgage. In the event of foreclosure of said mortgage or mortgages or deed in lieu thereof, such subordination shall not apply to the assessments which have become due and payable prior to the sale or transfer of such lot pursuant to the foreclosure of the mortgage, but the acquirer of title's liability for unpaid assessments and other monetary obligations associated with the lot which came due prior to acquisition of title shall be limited and/or determined in accordance with applicable provisions of Florida Statute 720, as amended from time to time.~~ No sale or transfer shall relieve any lot or parcel from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. ~~The written opinion of either the Developer or Perini, if applicable, or the Association that the lien is subordinate to a mortgage shall be dispositive of any question of subordination.~~

K. Transfers of Lots and Dwelling Units. All transfers of lots and dwelling units, whether by sale, gift, devise, inheritance, lease, foreclosure, deed-in-lieu of foreclosure or otherwise shall be governed by the following provisions unless other specifically provided for in this Declaration. To the extent that any of the provisions in this subsection may conflict with any other provisions of any of the Association's governing documents, the provisions of this subsection shall control.



(1) Transfer of lot and dwelling unit ownership.

All documents evidencing transfer of lot and dwelling unit shall be in a legally sufficient and properly executed form and any such transfer of lot and dwelling unit and the transferee shall be subject to the Association's prior written approval, with the exception that approval shall not be required for (i) transfers of lot and dwelling unit to the transferor's spouse, parents, grandparents, children or grandchildren; or (ii) transfers of lot and dwelling unit by inheritance or (iii) transfers of lot and dwelling unit to an Institutional Mortgagee or third party acquiring title by way of foreclosure or deed-in-lieu of foreclosure. An owner seeking approval of a transfer of lot and dwelling unit of his or her lot and dwelling unit shall provide to the Association (i) a fully executed copy of the deed or conveyance documents; (ii) a transfer fee in an amount equal to the greater of \$100.00 per applicant or the maximum permitted by Florida Statutes, as amended from time to time; (iii) the full name and current address of the prospective transferee(s) and the relationship between them and the dwelling unit owner, if any; (iv) a completed application, as may be drafted and amended from time to time by the Association's Board of Directors, and; (v) any such other information as the Association may reasonably require to ensure compliance with this paragraph. As part of conducting the approval process for the transfer of a dwelling unit, the Association's Board of Directors shall be authorized to obtain a background and/or financial check on each prospective transferee and to promulgate certain criteria to be used in determining approval or disapproval of each prospective transferee, which criteria may be adopted, amended or modified by a majority vote of the Board of Directors at a duly noticed meeting and included as part of the Association's Rules and Regulations. If the Association disapproves of an owner's prospective transferee, for good cause, the owner may not transfer the dwelling unit to that particular transferee. If the Association disapproves of a proposed transfer due to the failure to comply with the requirements of this paragraph, the Association's governing documents, or otherwise, the owner may not transfer the dwelling unit. If a written determination regarding approval or disapproval is not provided to the prospective owner within fourteen (14) days of the Association's receipt of all required documentation and information then the prospective owner shall be automatically deemed approved.

(2) Lease and Tenant Approval Process

All leases (which term shall be deemed to also include renewal leases) in Spencer Lakes shall be in writing and all leases and tenants shall be subject to the prior written approval of the Board of Directors. All leases and tenants must be submitted for review no later than thirty (30) days prior to the commencement date of the proposed lease. An owner seeking approval of a lease of their dwelling unit and of a prospective tenant shall timely provide to the Association the following:

- (i) a fully executed and legible copy of the lease;
- (ii) a transfer fee in an amount equal to the lesser of \$100.00 per applicant or the maximum permitted by Florida Statutes, as amended from time to time;
- (iii) a completed application, which form shall be drafted and amended from time to time by the Association's Board of Directors, and;
- (iv) any such other information as the Association may reasonably require to ensure compliance with this paragraph.

As part of conducting the approval process, the Board of Directors shall be authorized to obtain a background and/or financial check on each prospective tenant and to promulgate certain criteria to be used in the determination of approval or disapproval of each prospective tenant, which criteria may be adopted, amended or modified by a majority vote of the Board of Directors at a duly noticed meeting and may be included as part of the Association's Rules and Regulations. If the Board of Directors disapproves of an owner's prospective tenant, the owner may not lease the dwelling unit to that particular tenant. If the Board of Directors disapproves of a proposed lease due to the owner's failure to comply with the requirements of the Association's governing documents, the owner may not lease the dwelling unit unless and until they come into compliance. The Board shall use its best efforts to provide a written determination regarding a prospective tenant and/or lease to an owner within thirty (30) days of the Association's receipt of all required documentation and information and any delay shall not be deemed to automatically constitute approval thereof.

(3) Lease Restrictions

Dwelling units may only be leased by owners who are current in their payment of all monetary obligations owed to the Association. Dwelling units may only be leased in their entirety and no fraction or portion of a dwelling unit or individual rooms may be leased and subleasing is not permitted. Dwelling units may be leased only for single-family residential use and not for any commercial use or use as a group home, sober home, rooming house, bed and breakfast or transient facility and no transient tenants may be accommodated in any dwelling unit. No lease shall be for a term of less than twelve (12) months. No dwelling unit may be leased more than one (1) time in any twelve (12) month period (as measured from the commencement date of the most recent lease of the dwelling unit), regardless of the lease term, except in instances of leases that are prematurely terminated due to abandonment by the tenant or eviction of the tenant which leases shall not be counted towards this maximum. This exception and opportunity to re-lease a dwelling unit shall only apply to leases that are prematurely terminated due to abandonment or eviction and may not be exercised with regard to a dwelling unit more than one (1) time in any twelve (12) month period.

(4) Lease Compliance, Requirements and Remedies

The owner must make available to each tenant copies of the Association's governing documents and each lease must state or if not stated therein, shall be automatically deemed to state that:

- (i) the tenant has read the Association's governing documents and agrees to comply with them (the Association may require, in its sole discretion and as part of the application, that the tenant also sign before a notary a document attesting to such); and
- (ii) the tenant will meet with a member or members of the Board of Directors prior to taking occupancy; and
- (iii) the Association may take action in its own name to terminate the lease and evict the tenant pursuant to Florida Statute 83 upon default by the tenant in observing any of the provisions of the Association's governing documents

- or upon the tenant causing damage to common properties, and any expenses associated therewith, including attorney's fees and costs, may be charged to the owner and treated and collectable the same as an Assessment; and
- (iv) the lease is subordinate to any lien filed by the Association, regardless of when the lien was recorded.

Prior to the commencement of any lease, the dwelling unit owner must provide or otherwise ensure that the Association has in its possession a security deposit in the amount of Five Hundred Dollars (\$500.00). Any expense incurred by the Association in connection with a tenant's breach of the governing documents or damage to common properties that occurs during the term of the lease, including but not limited to expenses for attorney's fees and costs, maintenance, repair or replacement of common properties, may be reimbursed to the Association immediately upon the Association providing written notice to the dwelling unit owner of such reimbursement from the security deposit. In the event any such expenses incurred by the Association exceed the amount of the security deposit, those expenses shall be due and owing to the Association by both the tenant and applicable dwelling unit owner who shall each be jointly and severally liable to the Association for the total amount which shall also be treated and collectable the same as an Individual Assessment.

Any guest, invitee or licensee of a dwelling unit owner or of a tenant staying or residing at a dwelling unit unaccompanied by the dwelling unit owner or the tenant longer than thirty (30) days in a twelve (12) month period shall be deemed a tenant and not a guest, and shall be subject to the Association's approval process and all other applicable provisions contained in the Association's governing documents with regard to leasing, leases, tenants and tenancies.

### **SECTION III. PERMITTED AND PROHIBITED USES**

A. Residential Use. The property subject to these Covenants and Restrictions shall be used for single family detached residential living and for no other purpose. No owner, tenant or resident shall conduct any trade, business, profession, or other commercial activity, except homes on lots may contain a home office if the office is not used for visits by clients or customers and has no adverse effect upon other owners or residents. No building or other improvement shall be erected upon any lot without prior A.R.B. approval where required elsewhere herein. No lot shall be divided, subdivided or reduced in size unless each divided or subdivided portion thereof is consolidated with one or more contiguous lots under one ownership to form one or more larger lots. In the event of the division or subdivision of any lot(s) as aforesaid, the obligation for Association expenses attributable to the divided or subdivided lot(s) shall be and become proportionately attributable and chargeable to the contiguous lot(s), and the owner(s) thereof, to and with which all or portions of the divided or subdivided lot(s) become consolidated. In the event that one or more lots are developed as a dwelling unit the provisions of these Restrictions shall apply thereto as a single lot. No dwelling or other structure or improvement shall be erected, altered, placed or permitted to remain on any site not including at least one (1) full platted lot according to the recorded Plat of Spencer Lakes.

E. Boats and Motor Vehicles. No commercial or recreational vehicles or other motor vehicles, except four-wheel passenger automobiles, shall be placed, parked or stored upon any lot, unless totally enclosed in a garage and not visible from the outside and, in the case of boats, no boat shall be placed, parked or stored upon any lot except where kept in a side yard or back yard and isolated from public view. No maintenance or repair shall be performed upon any boat or motor vehicle upon any lot, except within a building where totally isolated from public view. The term "commercial vehicle" shall include all automobiles, trucks and vehicular equipment, including station wagons, which bear any signs, decals or printings, or any vehicle having any other indicia of being used for commercial purposes, including but not limited to commercial license plates, the presence of ladders, ladder racks, tools, toolboxes, commercial equipment, heavy machinery, or otherwise. Law enforcement and fire rescue vehicles shall not be deemed commercial vehicles. Any vehicle, motor home, trailer, etc. in violation of the Governing Documents, including the Rules and Regulations of the Association shall be subject to all available remedies by the Association at the sole expense of the owner. This prohibition of parking and on commercial vehicles shall not apply to contractors actively working on site or to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery, and other commercial services during daytime hours. With respect to unauthorized vehicles or vehicles owned (for this paragraph "owned" shall be deemed to mean owned, leased or rented and "owner" shall mean owner, lessee or renter) by unauthorized or illegal occupants of a dwelling unit that are parked on common elements or vehicles that are otherwise in violation of any provision of any of the Association's governing documents, such vehicles may be towed or booted at the discretion of the Board of Directors and at the owner's sole cost and expense, but not until after the Association has placed a warning notice on the vehicle (or delivered such notice to the vehicle owner) and a minimum of twenty-four (24) hours has passed. This notice and minimum time requirement shall not apply to instances where the Board of Directors has determined that the vehicle poses an active risk to property or life safety, in instances of an emergency, where the vehicle is blocking ingress and egress or where the same vehicle has previously been parked in violation of the governing documents, in which cases the vehicle may be towed or booted immediately.

H. Landscaping/Maintenance. Solid sodding shall be required in all yards and swale area. An owner shall maintain their lot and dwelling unit in a neat, sanitary and attractive condition, and are responsible to repair, replace and restore the lot and adjacent areas, which includes, but not limited to, the following:

- a. Preventing weeds, underbrush, refuse or unsightly objects on the lot;
- b. Keeping all Improvements including the home, landscaping, sprinkler systems in good, safe, clean, attractive condition;
- c. Regularly and properly treating, fertilizing, trimming, weeding, cleaning, mulching, irrigating and replacing (as necessary) lawns, trees, hedges and beds;
- d. Mulching with (1) pine straw, chopped pine bark, or other wood mulch or (b) rock, stone or pebbles in beds enclosed with approved border material;

e. Inspecting for mold and cleaning it as soon as it is visible;

f. Cleaning (under pressure or with proper cleaning products) and painting (as appropriate) the roof, walls, fences, windows, doors, garage doors, mailboxes, driveways, sidewalks, footpaths, screen enclosures, wall-hangings, street numbering and all other exterior surfaces; and,

g. Inspecting for wood-rot and repairing or replacing door frames, fascia, fences and other wood surfaces.

I. Nuisances. Nothing shall be done or maintained on any lot which may be or become an annoyance or nuisance to the neighborhood. No obnoxious or offensive activity shall be carried on or about the lots or in or about the dwelling units, or anywhere in the community, nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any owner. No use or practice shall be allowed in or around the dwelling units which is a source of annoyance to owners or occupants of dwelling units, or which interferes with the peaceful possession or proper use of the dwelling units or the surrounding areas. No loud noises or noxious odors shall be permitted in any dwelling unit or lot. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors, which shall render a decision in writing, which decision shall be dispositive of such dispute or question.

L. Pets. Only common domesticated household pets may be kept on any lot or in a Dwelling unit, but in no event for the purpose of breeding or for any commercial purposes whatsoever and in no event shall there be more than three (3) such pets allowed on any lot, including the dwelling unit located thereon, at any given time. No other animals, livestock, reptiles or poultry of any kind shall be kept, raised, bred or maintained on any portion of the Common Properties, lots or dwelling units. Permitted pets shall only be kept subject to and in accordance with such rules and regulations as shall be promulgated from time to time by the Board of Directors. All pets must be registered with the Association. All pets must be properly licensed with Palm Beach County and must be current on their vaccinations. Each pet must be carried by its owner or kept on a non-retractable leash (6 feet maximum) when outside of a dwelling unit and shall never be allowed to roam freely. No pet shall be kept tied up outside of a dwelling unit, on a lot, or on any porch or patio unless someone is present in the dwelling unit and only so long as the pet does not cause a nuisance. No pet shall be kept tied up on any Common Properties. A pet's owner shall immediately pick up and remove any solid animal waste deposited by such pet on the Common Properties. No pet shall be permitted to be a nuisance or to pose a danger to the safety of others and if a pet should become a nuisance or a danger to the safety of others, it shall immediately be removed from the community by its owner. A pet owner is responsible for the cost of repair or replacement of any Common Properties damaged by such owner's pet as well as any attorney's fees and costs incurred by the Association to compel compliance with this or any other provision of this section. All pet owners shall indemnify and hold harmless the Association for any and all claims and damages, including attorney's fees and costs, arising out of bodily injury or property damage to third parties caused by their pet.

M. No Improper Use. No improper, offensive, hazardous or unlawful use shall be made of any dwelling unit, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to any person using any portion of the properties. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover, relating to any dwelling unit shall be corrected by, and at the sole expense of the owner.

#### SECTION IV. GENERAL PROVISIONS.

D. Amendment. This Declaration may be amended at any time and from time to time by resolution adopted by the majority of the Board of Directors and recordation of an instrument approved by owners holding at least fifty one percent (51%) of the voting interests of the Membership that are represented and present, in person or by proxy, at a duly noticed meeting of the Association at which a quorum is attained. All amendments to the Declaration shall become effective upon the recordation amongst the Public Records of Palm Beach County, Florida of any instrument executed by the Association attesting to the passage of the amendment.

#### BY-LAWS:

##### II. LOCATION OF PRINCIPAL OFFICE

The principal office of the Association shall be located at ~~1716 Carambola Road, West Palm Beach, Florida, 33406, or at such other a place as may shall~~ be established by resolution by the Board of Directors of the Association.

##### IV. BOARD OF DIRECTORS

~~B. Any vacancy occurring on the Board of Directors because of death, or resignation or other termination of services of any Director, shall be filled by the remaining Board of Directors; except that the Developer, to the exclusion of other members and/or the Board itself, shall fill any vacancy created by the death, resignation, removal or other termination of services of any Director appointed by the Developer. A Director appointed to fill a vacancy shall be appointed for the unexpired term of his predecessor in office and until his successor shall have been elected and/or appointed and qualified.~~

C. Directors elected by Members may be removed, with or without cause, by the vote or agreement in writing of Members holding a majority of the Voting Interests. The vacancy in the Board of Directors so created shall be filled by the Members at the same meeting.

##### V. NOMINATION AND ELECTION OF DIRECTORS: NOMINATING AND ELECTION COMMITTEES

~~A. Nominations for the election of Board members may be made by the Nomination Committee appointed by the Board. For the first election following the date of the recording of~~

the amendment adding this language and each election thereafter, the election to the Board of Directors shall be conducted in the manner contained herein and if any provision contained in this section shall conflict with any other provisions contained in these By-Laws or any other governing document of the Association the provisions contained in this section shall prevail and control:

B. ~~The Developer shall, within fourteen (14) days of the date set for the annual meeting of the Association, notify the Secretary of the Nominating Committee of the names of the Directors the Developer is appointing to the Board of Directors. Within thirty (30) days of such annual meeting date, the Nominating Committee shall notify the Secretary of the names of the candidates nominated for election to the Board of Directors. The Secretary shall, within seven (7) days of receiving such notification from the Nominating Committee, prepare and mail ballots to the members. The election of Directors to the Board of Directors shall be held by secret ballot. Proxies may not be used in the election of directors of the Board of Directors and proxies may only be used to establish quorum and for any other non-election voting purposes.~~

C. ~~The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine. Nominations and notification of the vacancies being filled by the Developer shall be placed on a written ballot as provided in Section D of this Article and shall be made in advance of the time fixed therein for the mailing of such ballots to members. At least 60 days before a scheduled annual meeting and election, which date, time and location shall be determined annually by the Board of Directors in conjunction with these By-Laws and the Articles of Incorporation, the Association shall mail, deliver, or electronically transmit to each Owner entitled to a vote a first notice of annual meeting and election, along with an intent to run form for any eligible Owner desiring to be a candidate for the Board of Directors. An eligible Owner desiring to be a candidate for the Board of Directors must deliver written notice of his or her intent to be a candidate to the Association at least 40 days before the date of the annual meeting and election. Co-owners of a Lot may not both be candidates for the Board of Directors unless they own more than one (1) Lot within the Vista Lago of Palm Beach County community or there are otherwise not enough other eligible candidates running for the Board of Directors. Nominations will not be taken from the floor at the annual meeting.~~

D. ~~All elections to the Board of Directors shall be made on written ballots which shall (a) describe the vacancies to be filled and (b) set forth the names of those nominated for each vacancy by the Nominating Committee or by petition for such vacancy and the names of those appointed to the Board by the Developer. Upon receipt of such ballots, members may, in respect to each vacancy, cast as many votes for the persons nominated as they are entitled to exercise under the provisions of the Articles of Incorporation and these Bylaws. At least 35 days before the annual meeting and election, a candidate may, but shall not be required, to deliver to the Association their candidate information sheet which may be on only 1 side of a piece of paper no larger than 8 ½ inches by 11 inches. All timely delivered and compliant candidate statements shall be included with the mailing, delivery, or transmission of the second notice of annual meeting and election, with the costs of mailing, delivery, or electronic transmission and copying~~

to be borne by the Association. The Association shall not be liable for the content of the information sheets prepared by the candidates. In order to reduce costs, the Association may print or duplicate the information sheets of different candidates on both sides of a sheet of paper.

E. The completed ballots shall be returned to the Secretary at the address of the Association, or at such other address as designated upon each ballot. Upon receipt of each ballot, the Secretary shall immediately place it in the safe or other locked place until the date of the annual meeting of the Association. On that day, and at the annual meeting, the ballots shall be turned over to an election committee which shall consist of five (5) members appointed by the Board of Directors or be counted by the Secretary if the Board has not appointed an election committee. At least 15 days but not more than 34 days before the annual meeting and election, the Association shall mail, deliver, or electronically transmit a second notice of annual meeting and election to all Owners entitled to vote, together with an agenda, a proxy, a ballot that lists all candidates alphabetically by last name, any timely submitted candidate information sheets, and an inner and outer return envelope to protect the secrecy of each Owner's ballot. The inner envelope shall be for each Owner to place their ballot and should have no identifying markings placed anywhere on its exterior that may identify the Owner whose ballot is contained inside. The inner envelope must then be placed inside the outer envelope which outer envelope should contain the name of the Owner casting the vote for the Lot, their signature and Lot address, and should be sealed and returned to the Association prior to the commencement of the annual meeting and election. If there are an equal or lesser number of candidates who timely submitted their intent to run as compared to the number of open vacancies on the Board, then no election shall be required, and instead of sending the Owners ballots, candidate information sheets and the relevant envelopes with the second notice package, the Association shall instead include a notice to the Owners advising of the names of the directors of the Board of Directors, who are deemed to be automatically seated by acclamation as of the date that the election had been scheduled to occur (the date of the annual meeting). In such a circumstance, the annual meeting will still be held to announce the names of the new directors of the Board of Directors and to address other items of business aside from the election, but only if a quorum should be attained.

F. The members of the Board of Directors elected or appointed in accordance with the procedures set forth in this Article shall be deemed elected or appointed as of the date of the annual meeting of the Board of Directors. In the event that there are more candidates who timely submitted their intent to run than open vacancies on the Board and an election is required then there shall be no quorum requirement for the election to proceed, meaning that even if there is not a quorum of the Owners present in person or by proxy for the annual meeting to take place, that the election will still go forward but only so long at least twenty percent (20%) of the eligible voting Owners of the Association have timely cast a ballot. An Owner may not permit any other person to vote his or her ballot, and any ballots improperly cast are invalid. Once a ballot is mailed, delivered or otherwise tendered to the Association or the Association's authorized representative, it may not be rescinded, retracted or in any way modified by the Owner. An Owner may vote for up to as many candidates as there are vacancies to be filled on the Board of Directors, but no more than 1 vote per candidate, as cumulative voting shall not be permitted. Elections shall be decided by a plurality of ballots cast.



G. At or before the election, an election committee shall be established consisting only of Owners who are not Board of Directors members or candidates for their Board of Directors, nor their relatives or anyone living with them. The election committee shall have a minimum of two (2) qualified Owners. The election committee's initial task shall be checking the information contained on the outer envelopes against a list of qualified voters/Owners. This can also be done by management personnel as envelopes are received. When any voting Owner's name is found on the list, the name is checked off as having voted. Any outer envelope not signed by someone on the list of eligible voting Owners shall be marked "disregarded" and any ballot inside shall not to be counted. After all the outer envelope information has been verified and the eligible voting Owners' names checked off the roster (which can be done by the election committee and/or management personnel prior to and/or at the election) and, provided that at least twenty percent (20%) of the eligible voting Owners timely cast a ballot, the election committee and/or management personnel shall then, at the election, make a last call for ballots to be submitted and shall then begin opening all of the outer envelopes. Once the first outer envelope is opened the polls are closed and no more ballots shall be accepted. The inner envelopes shall all be removed from the outer envelopes and placed in a receptacle. Then the inner envelopes shall be opened, the ballots removed and counted in the presence of the Owners by the election committee and/or management personnel. Any inner envelope containing more than one ballot shall be marked "disregarded" and the ballots contained therein shall also be marked "disregarded". Any ballot in which more candidates are voted for than there are number of open vacancies on the Board of Directors or any ballot containing markings such that the election committee and/or management personnel cannot decipher for whom the Owner voted shall be marked "disregarded". Disregarded envelopes and their contents, as well as disregarded ballots, shall not be used or counted in the election. In the event of a tie, unless one of the candidates chooses to withdraw, the candidates who have tied shall determine a tie breaker by flipping of a coin (or drawing straws or another arbitrary method, if there are more than 2 tied candidates).

H. Once the counting of the ballots is complete and the winning candidates have been determined by the election committee and/or management personnel, the directors of the Board of Directors shall be announced and at that time they shall be deemed seated.

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

A. The Board of Directors shall have power:

7. To budget, as part of the annual operating expenses, a reasonable amount to be determined by the Board of Directors for the purpose of holding social events for the community.

## VII. DIRECTORS AND MEETINGS

A. The annual meeting of the Association shall be held on December 1 at the principal office of the Association, unless some other place is designated by the Board. Regular Monthly meetings of the Board of Directors shall be held at such time and place as provided by appropriate resolution of the Board of Directors.

## VIII. OFFICERS

A. The officers shall be the President, a Vice President, a Secretary and a Treasurer and such other officers as may be determined by the Board in accordance with the Articles of Incorporation to be, from time to time, appropriate. ~~The President~~ All officers shall be a member of the Board of Directors ~~but the other officers need not be.~~

G. The Secretary shall be the ex officio Secretary of the Board of Directors and shall record the votes and keep the minutes of all proceedings in a book to be kept for that purpose. He or she shall sign all certificates of membership. He or she shall keep the books and records of the Association. He or she shall record in the book kept for that purpose all of the names of the members of the Association together with their addresses as registered by such member.

J. The salaries, or other remuneration, if any, of the officers and assistant officers of the Association shall be set by the Board of Directors. Directors who also serve as an officer or assistant officer may not receive salaries or remuneration for serving as officers.

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

## IX. COMMITTEES

A. ~~The standing committees of the Association shall be:~~

~~The Architectural Review Committee  
The Nominating Committee  
The Maintenance Committee~~

~~The Board of Directors by resolution adopted by a majority of the Board of Directors may designate from among its members committees that it deems appropriate. Each committee shall consist of a chairman and two (2) or more members and shall include a member of the Board of Directors. The committee shall be appointed by the Board of Directors within thirty (30) days after each annual meeting or the Board of Directors shall serve until succeeding committee members have been appointed. The Board of Directors may appoint such other committees as it deems advisable~~

~~B. The Nominating Committee shall have the duties and functions described in the By laws.~~

~~C. The Maintenance Committee shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of the property in Spencer Lakes and shall perform or seek the performance of such other functions as the Board in its discretion determines.~~

~~D. — The Maintenance Committee and other committees appointed and so empowered by the Board of Directors (but not the Nomination Committee) shall have the power to appoint subcommittees from among their membership and it may delegate to any subcommittees any of its powers, duties and functions.~~

~~E. — It shall be the duty of each committee to receive complaints from members on any matter involving Association functions, duties and activities within its scope of responsibility. It shall dispose of such complaint as it deems appropriate or refer then to such other committee, Director or officer of the Association which is further concerned with the matter presented.~~

## ARTICLES OF INCORPORATION:

### ARTICLE VI

#### MANAGEMENT OF THE AFFAIRS OF THE CORPORATION – OFFICERS

The affairs of this corporation shall be managed by its officers, subject, however, to the directions of the Board of Directors, except to the extent that the Directors shall have delegated the responsibility for such management under the provisions of these Articles and in accordance with the By-Laws. The officers of this corporation shall consist of a President, Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors according to the By-Laws of this corporation. The Directors, if they desire, may combine the offices of Secretary and Treasurer.

The Directors may additionally provide for such other officers, agents, supervisory personnel or employees of the corporation as they shall see fit, ~~none of whom need be a member of the corporation.~~ Commencing with the first annual meeting of the Board of Directors in 1978 officers will be elected annually to hold office until the next annual meeting of the Board of Directors or until their successors are elected or appointed and qualify. ~~The names of the officers who are to serve until the first election of the Board of Directors are as follows:~~

Doyle V. Irwin ————— President  
William P. Storm ————— Vice President  
Stephen Abramson ————— Secretary/Treasurer

In addition, an Architectural Review Board to consist of three (3) members, shall be appointed in accordance with Section II.E. of the Declaration of Covenants and Restrictions.

The names of the persons who will first serve as members of the Architectural Review Board are as follows:

Arthur R. Weaver

Donald C. Walker

W.P. Storm

Any member of the Architectural Review Board may be removed with or without cause at any time by the Party or Parties, as the case may be, appointing said member.

~~None~~ Any of the directors, officers, or members of the Architectural Review Board shall be required to be a member of this Association to hold office.

**ARTICLE XIV**

**AMENDMENT**

These Articles of Incorporation may be amended from time to time by resolution adopted by a majority of the Board of Directors and approved by a vote of at least fifty-one percent (51%) of this Association present, in person or by proxy, at any duly noticed meeting of the members of the Association at which quorum is attained, ~~called at least in part to consider such amendment, or approved in writing by the members of this Association having not less than fifty one percent (51%) of the total membership vote.~~

IN WITNESS WHEREOF, the Association has caused this Amendment to the Declaration, By-Laws and Articles for Spencer Lakes Property Owners' Association, Inc. to be executed and the undersigned has hereunto set their hand and seal this \_\_\_\_ day of December, 2022.

WITNESSES:

Leslie DiStefano  
Print Name: Leslie DiStefano

Judyann Ruff  
Print Name: Judyann Ruff

Geryl Richter  
Print Name: Geryl Richter

Joseph DiStefano  
Print Name: Joseph DiStefano

SPENCER LAKES PROPERTY OWNERS' ASSOCIATION, INC.

By: [Signature]  
Name: Christopher Forster  
Title: President

By: [Signature]  
Name: Una Mitchell  
Title: Secretary

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

SWORN AND SUBSCRIBED before me by means of  physical presence or  online notarization this 13 day of December, 2022 by \_\_\_\_\_, as President and \_\_\_\_\_, as Secretary of SPENCER LAKES PROPERTY OWNERS' ASSOCIATION, INC., on behalf of the corporation, both of whom are personally known to me or have produced FL. D.L. as identification.

My commission expires:  
(SEAL)

Tina M. Araujo  
NOTARY PUBLIC, State of Florida at Large  
Print Name: Tina M. Araujo



NOT A CERTIFIED COPY