

# **Sierra Del Mar Property Owners Association**

c/o Benchmark Property Management, Inc.

7932 Wiles Road

Coral Springs, Florida 33067

954-344-5353 Fax 954-344-5399

## **Documents**



CFN 20120493530  
 OR BK 25647 PG 0868  
 RECORDED 12/11/2012 15:47:27  
 Palm Beach County, Florida  
 Sharon R. Bock, CLERK & COMPTROLLER  
 Pgs 0868 - 952; (85pgs)

Prepared by and return to:  
 Daniel Wurtenberger, Esq.  
 Kopelowitz Ostrow P.A.  
 200 SW 1<sup>st</sup> Avenue, 12<sup>th</sup> Floor  
 Ft. Lauderdale, FL 33301

**REVIVAL OF DECLARATION**

WHEREAS, the covenants, restrictions, reservations and servitudes contained in the Declaration of Covenants, Conditions and Restrictions dated January 30, 1979, and recorded in Official Records Book 3002, at Page 1285, in the Public Records of Palm Beach County, Florida, together with all amendments thereto (the "Declaration"), a true and correct copy of which is attached hereto as Exhibit A, expired pursuant to Chapter 712 of the Florida Statutes, also known as the Marketable Record Title Act. True and correct copies of the Articles of Incorporation and Bylaws of the Association are attached hereto as Exhibit B and Exhibit C, respectively.

The Organizing Committee for Sierra Del Mar consisting of:

Sandra Dymbort  
 7634 Sierra Drive West  
 Boca Raton, FL 33433

Rose Cruz  
 7601 Sierra Drive West  
 Boca Raton, FL 33433

Deanna Zakharia  
 7649 Sierra Drive West  
 Boca Raton, FL 33433

Kathie Samples  
 7632 Sierra Drive West  
 Boca Raton, FL 33433

Joyce Graziano  
 7517 Sierra Drive East  
 Boca Raton, FL 33433

Gilbert Goldstein  
 7777 Kenway Place West  
 Boca Raton, FL 33433

Bruce Snyder  
 7651 Sierra Drive West  
 Boca Raton, FL 33533

Does hereby submit the covenants, restrictions, reservations and servitudes of the Previous Declaration for revival pursuant to Section 720.403 et. seq., Florida Statutes hereinafter defined as the "Revived Declaration".

WHEREAS, this Revived Declaration governs only the lots which were originally encumbered by the Previous Declaration and does not contain covenants that are more restrictive on the parcel owners than the covenants contained in the Previous Declaration, except as otherwise provided by Section 720.404(3), Florida Statutes.

WHEREAS, the voting interest of each parcel owner under this Revived Declaration is the same as the voting interest of the parcel owner under the Previous Declaration. The proportional assessment obligations of each parcel owner under this Revived Declaration shall be the same as the proportional assessment obligations of the parcel owner under the Previous Declaration.

NOW, THEREFORE, the Revived Declaration hereinafter set out shall be applicable to all lots in Sierra Del Mar, according to the Plat thereof, as recorded in Plat Book 34, Page 190, of the Public Records of Palm Beach County, Florida, and shall run with the land and shall be binding upon all parties and persons claiming under them, and shall remain in full force and effect until such time as such Declaration terminates pursuant to the terms therein.

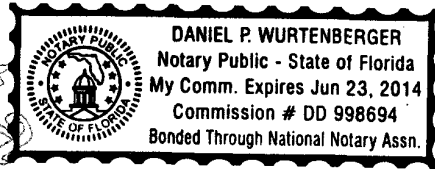
Sierra Del Mar Property Owners  
Association, Inc., a Florida not-for-  
profit corporation

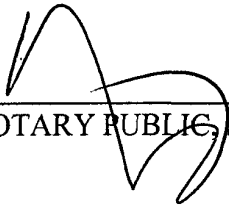
By: Deanna Zakaria  
Deanna Zakaria, President

By: Kathie Samples  
Kathie Samples, Secretary

STATE OF FLORIDA )  
 )  
COUNTY OF PALM BEACH )

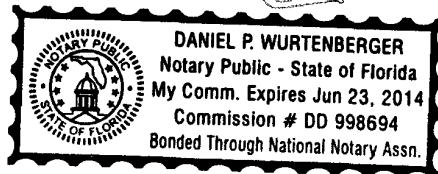
The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of November, 2012 by Deanna Zakharia, as President of Sierra Del Mar Property Owners Association, Inc., a Florida not-for-profit corporation, who is \_\_\_ personally known to me or  produced a driver's license as identification.

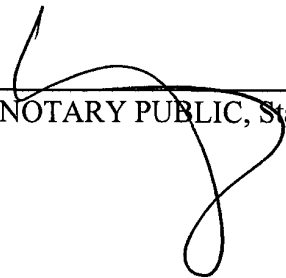


  
\_\_\_\_\_  
NOTARY PUBLIC, State of Florida

STATE OF FLORIDA )  
 )  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of November, 2012 by Kathie Samples, as Secretary of Sierra Del Mar Property Owners Association, Inc., a Florida not-for-profit corporation, who is \_\_\_ personally known to me or  produced a driver's license as identification.



  
\_\_\_\_\_  
NOTARY PUBLIC, State of Florida

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Rick Scott  
GOVERNOR

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Hunting F. Deutsch  
EXECUTIVE DIRECTOR

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**FLORIDA DEPARTMENT of  
ECONOMIC OPPORTUNITY**

**FINAL ORDER NO. DEO-12-149**

December 3, 2012

Daniel P. Wurtenberger, Esquire  
Kopelowitz Ostrow Ferguson Weiselberg Keechl  
200 SW 1<sup>st</sup> Avenue, Suite 1200  
Fort Lauderdale, Florida 33301

Re: Sierra Del Mar

Dear Mr. Wurtenberger:

The Department has completed its review of the proposed revived declaration of covenants and other governing documents for the Sierra Del Mar community and has determined that the documents comply with the requirements of Chapter 720, Part III, Florida Statutes. Accordingly, the revived documents are approved.

Section 720.407(1), Florida Statutes, requires that no later than 30 days after receiving this letter, the organizing committee shall file the articles of incorporation of the Sierra Del Mar Property Owners Association, Inc., with the Division of Corporations of the Department of State if the articles have not been previously filed with the Division. Also, Section 720.407(2), Florida Statutes, requires that the president and secretary of the association execute the revived declaration and other governing documents in the name of the association. The approved declaration of covenants, the articles of incorporation, this letter approval, and the legal description of each affected parcel must be recorded with the clerk of the circuit court in the county in which the affected parcels are located no later than 30 days after receiving approval from the Division of Corporations.

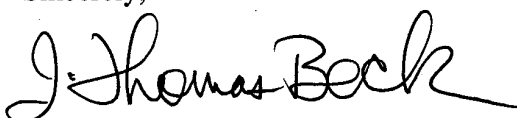
Section 720.407(4), Florida Statutes, requires that a complete copy of all of the approved, recorded documents be mailed or hand delivered to the owner of each affected parcel. The revitalized declaration and other governing documents will be effective upon recordation in the public records.

Florida Department of Economic Opportunity | The Caldwell Building | 107 E. Madison Street | Tallahassee, FL | 32399-4120  
866.FLA.2345 | 850.245.7105 | 850.921.3223 Fax | [www.FloridaJobs.org](http://www.FloridaJobs.org) | [www.twitter.com/FLDEO](http://www.twitter.com/FLDEO) | [www.facebook.com/FLDEO](http://www.facebook.com/FLDEO)

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

If you have any questions concerning this matter, please contact Sherry A. Spiers, Assistant General Counsel, at (850) 717-8529, or Paul Piller, Community Program Administrator, at (850) 717-8501.

Sincerely,



J. Thomas Beck, AICP  
Director, Division of Community Development

**NOTICE OF RIGHTS**

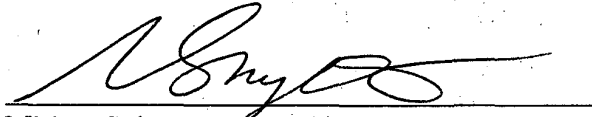
THIS DETERMINATION CONSTITUTES FINAL AGENCY ACTION UNDER CHAPTER 120, FLORIDA STATUTES. ANY INTERESTED PARTIES ARE HEREBY NOTIFIED OF THEIR RIGHT TO SEEK JUDICIAL REVIEW OF THIS FINAL AGENCY ACTION IN ACCORDANCE WITH SECTION 120.68, FLORIDA STATUTES, AND FLORIDA RULES OF APPELLATE PROCEDURE 9.030(B)(1)(c) AND 9.110.

TO INITIATE AN APPEAL OF THIS FINAL AGENCY ACTION, A NOTICE OF APPEAL MUST BE FILED WITH THE DEPARTMENT'S AGENCY CLERK, 107 EAST MADISON STREET, CALDWELL BUILDING MSC 110, TALLAHASSEE, FLORIDA 32399-4128, WITHIN THIRTY (30) DAYS AFTER THE DATE THIS FINAL AGENCY ACTION IS FILED WITH THE AGENCY CLERK, AS INDICATED BELOW. THE NOTICE OF APPEAL MUST BE SUBSTANTIALLY IN THE FORM PRESCRIBED BY FLORIDA RULE OF APPELLATE PROCEDURE 9.900(a). A COPY OF THE NOTICE OF APPEAL MUST ALSO BE FILED WITH THE DISTRICT COURT OF APPEAL AND MUST BE ACCOMPANIED BY THE FILING FEE SPECIFIED IN SECTION 35.22(3), FLORIDA STATUTES.

AN INTERESTED PARTY WAIVES ITS RIGHT TO JUDICIAL REVIEW IF THE NOTICE OF APPEAL IS NOT TIMELY FILED WITH THE AGENCY CLERK AND THE APPROPRIATE DISTRICT COURT OF APPEAL.

**NOTICE OF FILING AND SERVICE**

I HEREBY CERTIFY that the above document was filed with the Department's designated Agency Clerk and that true and correct copies were furnished to the persons listed below in the manner described on the 3rd day of December, 2012.



Miriam Snipes, Agency Clerk  
Department of Economic Opportunity

**By U. S. Mail:**

Daniel P. Wurtenberger, Esq.  
Kopelowitz Ostrow Ferguson Weiselberg Keechl  
200 SW 1<sup>st</sup> Avenue, Suite 1200  
Fort Lauderdale, FL 33301

**By interoffice delivery:**

Paul Piller, Community Program Manager, Division of Community Planning

EXHIBIT A

PREVIOUS DECLARATION BEING REVIVED

[ATTACHED]

*This is not a certified copy*



DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
SIERRA DEL MAR

THIS DECLARATION, made by HOUSING ADVENTURES, INC., a Florida corporation, hereinafter referred to as "Declarant",

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in Palm Beach County, Florida, more particularly described in EXHIBIT A affixed hereto and made a part hereof, and is desirous of subjecting such real property to the covenants, conditions and restrictions hereinafter set forth, each and all of which are for the benefit of such property and each present and future owner and shall apply and bind every present and future owner of said property and their heirs, successors and assigns; and,

NOW, THEREFORE, Declarant hereby declares that the real property described in EXHIBIT A is and shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth:

ARTICLE I  
DEFINITIONS

Section 1. "Association" shall mean and refer to SIERRA DEL MAR PROPERTY OWNERS ASSOCIATION, INC., its successors and assigns.

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

Section 3. "Properties" shall mean and refer to that certain real property described in EXHIBIT A affixed hereto and made a part hereof, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (and interests therein and improvements thereto) and personal property owned or leased by or dedicated to the Association for the common use and enjoyment of the owners. The Common Area to be owned by and dedicated to the Association at the time of the conveyance of the first Lot includes the areas designated PARCELS "A", "B", "C", "D", "E", "F", "G", "H", "I", "J", "K", "L" and "M", which consist of Street Rights-of-Way, Landscape Areas, Pedestrian Ways and Parking Tracts, all in accordance with the Plat for SIERRA DEL MAR, as filed

PREPARED BY:  
Jeffrey D. Kneen, Esquire  
Levy, Plisco, Perry, Shapiro,  
Kneen & Kingcade, P.A.  
P. O. Box 1151  
Palm Beach, Florida 33480

PLEASE RETURN TO: ✓  
Jeffrey D. Kneen, Esq.  
P.O. Box 1151  
Palm Beach, Fla. 33480

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in Plat Book 34, Pages 190 and 191, in the Public Records of Palm Beach County, Florida.

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

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

Section 7. "Articles and By-Laws". It is intended that Articles of Incorporation for the Association be filed with the Florida Secretary of State, substantially in the form attached hereto as EXHIBIT B, and By-laws for the Association be adopted substantially in the form attached hereto as EXHIBIT C.

ARTICLE II  
ANNEXATION

Section 1. Until such time as Class B Membership to the Association has ceased pursuant to the provisions of ARTICLE IV hereof, additional residential property and/or Common Area may be annexed to the Properties with the consent and approval of the majority of the Class B Members. No consent from any other party, including Class A Members, or any mortgagees of any lots, shall be required. Such annexed lands shall be brought within the scheme of this Declaration by the recording of a short form Notice of Declaration that shall be executed by a majority of the Class B Members in the Public Records of Palm Beach County, Florida. The short form of Declaration shall refer to this Declaration and shall, unless specifically otherwise provided, incorporate by reference all the terms, protective covenants and conditions of this Declaration, thereby subjecting said annexed lands to such terms, covenants, conditions and restrictions as fully as though said annexed lands were described herein as a portion of the properties. Such Notice of Declaration may contain such additions or modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the difference character, if any, of the added land and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such a Notice of Declaration revoke, modify or add to the covenants established by this Declaration as to the Properties.

Section 2. At such time as Class B Membership has ceased pursuant to the provisions of ARTICLE IV hereof, additional lands may be annexed with the consent of two-thirds (2/3rds) of the vote of the membership in the Association.

ARTICLE III  
PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area, for

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its intended purpose, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

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

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

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

Section 2. Delegation of Use. Any Owner may delegate by written instrument to the Association his right of enjoyment to the Common Area and facilities to specified members of his family, his tenants, or contract purchasers who reside on the property.

#### ARTICLE IV

#### MEMBERSHIP AND VOTING RIGHTS

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

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

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

Class B. The Class B member(s) shall be the Declarant and shall be entitled to five (5) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) On December 31, 1988; or
- (c) Such earlier date as Declarant may determine.

ARTICLE V  
COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due, as well as his heirs, devisees, personal representatives, successors and/or assigns.

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

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

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

Section 5. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to each Lot on the first day of the month following the issuance of a Certificate of Occupancy for such Lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year after such date. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of

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

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

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

#### ARTICLE VI

##### MAINTENANCE OBLIGATION OF ASSOCIATION

The Association shall at all times maintain the Common Area (including any improvements placed thereon) in good condition and repair. Further, the Association shall maintain, repair and replace the wooden fences initially constructed on each Lot and maintain the finish of the exterior wooden surfaces, including the roof, of the dwellings initially constructed on each Lot.

#### ARTICLE VII

##### EXTERIOR MAINTENANCE

In the event an Owner of any Lot in the Properties shall fail to reasonably maintain the premises and the improvements situated thereon commensurate with the neighborhood, the Association, after approval by two-thirds (2/3) vote of the Board of Directors and ten (10) days

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prior written notice, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance, plus reasonable costs to the Association, shall be added to and become part of the assessment to which such Lot is subject.

#### ARTICLE VIII

##### ROOF MAINTENANCE AND ROOF EASEMENT

Section 1. In the event a roof extends over two or more Lots, and a portion of one Owner's roof requires replacement, cleaning or maintenance, then all roofs must be replaced, cleaned or maintained uniformly and at the same time as such is necessary in order to maintain an attractive, uniform roof appearance. In the event such roofs require any repairs, cleaning or maintenance, all Owners shall share equally in any required costs, provided, however, that in the event of damage or destruction which is confined to the roof area wholly within the dimensions of a single Lot the repair or replacement shall be at the expense of the said Lot Owner. If the damage or destruction of adjacent roof areas is caused by the negligence or wilful misconduct of any one Owner, such negligent Owner shall bear the entire cost of repair or replacement. If any Owner shall neglect or refuse to pay his share, or all of such cost in case of negligence or wilful misconduct, any other affected Owner may have such roof repaired or replaced and shall be entitled to file a lien on the Lot of the other Owner so failing to pay for the amount of such defaulting Owner's share of the repair or replacement cost plus attorneys' fees and costs. If an Owner shall give, or shall have given a mortgage or mortgages upon his property, 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 repairs hereunder and not reimbursed to said mortgagee by the Owners.

Section 2. In the event any portion of a roof of a dwelling overhangs upon an adjacent Lot or dwelling, then an easement for such encroachment shall exist for so long as the overhang shall exist.

#### ARTICLE IX

##### ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties nor shall any exterior addition to or change or alteration to the fence, Lot or dwelling be made by Owners other than Declarant until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board and who shall serve at the pleasure

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of the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE X  
PARTY WALLS

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

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared equally by the Owners of the lots abutting same.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner of an adjoining lot may restore it, and in the event the cost thereof is in excess of the insurance proceeds, the Owners of the other adjoining lot 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.

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

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

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

ARTICLE XI  
RIGHTS OF DECLARANT

Section 1. Sales Office. For as long as the Declarant owns any property affected by this Declaration or any property within the development known as "BOCA DEL MAR", Boca Raton, Florida, the Declarant shall have the right to transact any business necessary to consummate

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7.

sales of any said property and/or improvements thereon, including but not limited to the right to maintain model dwellings, have signs, employees in the offices, use the Common Area, and show dwellings. Sales Office signs and all items pertaining to sales shall remain the property of the Declarant.

Section 2. Easements. For a period of ten (10) years, commencing upon the recordation of this Declaration, Declarant reserves the right to grant, in its sole discretion, easements for ingress and egress and for drainage and utilities service over, upon and across the Properties, so long as any said easements do not run under any residences on the Lots nor interfere with the intended uses of any portion of the Properties.

ARTICLE XII  
ASSIGNMENT OF POWERS

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

ARTICLE XIII  
PROHIBITED USES

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

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

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

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

Section 5. No swimming pool or appurtenant pump house shall be constructed, erected or maintained such that it is visible from any



street without prior approval of the Architectural Committee.

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

Section 7. No recreational vehicles, boats, trailers, or business vehicles shall be parked on the Properties except in the Owner's garage.

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

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

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

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

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

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

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

Section 15. No Owner of any Lot shall change the existing color on his respective dwelling unless obtaining prior approval from the Architectural Committee established herein, and in the manner set forth by the Rules of said Architectural Committee.

Section 16. No air conditioning units are to be installed except as authorized, in writing, by the Board of Directors of the Association.

Section 17. No television or other antennae shall be installed on the exterior of any dwelling except as authorized, in writing, by the Board of Directors of the Association.

Section 18. No dwelling may be rented or leased to any person except upon the following terms or conditions:

(a) The lease must be a written lease having a term of not less than one month. There shall be a maximum of three (3) leases in any twelve (12) month period.

(b) The lease must incorporate by reference these covenants and restrictions and specifically provide that the lessee must abide by the terms and conditions hereof.

(c) No lease shall be effective prior to approval thereof by the Board of Directors of the Association.

Section 19. The following restrictions set forth in this ARTICLE XIII shall not apply to Declarant or its agents, employees, successors or assigns during the period of construction and sales of the Properties: Sections 1, 2, 7, 9, 10, 11, 12, 15 and 18.

ARTICLE XIV  
GENERAL PROVISIONS

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

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended at any time and from time to time upon the execution and recordation of an instrument executed by Owners who are entitled to vote a majority of all votes of the Association, PROVIDED that so long as the Declarant is the Owner of any Lot or other property affected by this Declaration or amendment thereto, the Declarant's consent must be obtained. The Declarant shall have the right at any time within five years from the date hereof to amend this Declaration to correct scrivener's errors or to clarify any ambiguities determined to exist herein. No amendment shall alter the subordination provisions of this Declaration without the prior approval of any

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mortgagee enjoying such protection.

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

Section 5. Reconstruction of Dwelling. In the event a dwelling constructed on a Lot is destroyed or removed by or for any cause, said dwelling shall be reconstructed by the Owner thereof in accordance with the original plans and specifications for the dwelling so destroyed or removed, subject to any changes required by the governmental authorities having jurisdiction thereover. The dimensions of the replacement dwelling shall not exceed the dimensions of the previous dwelling. Said Owner shall have the rights of contribution toward the reconstruction costs from the Owner of the adjacent, attached dwelling, if any, as provided in ARTICLES VIII and X hereof.

Section 6. Open Space. No portion of the Properties containing "open space" in accordance with the Plat of the Properties filed in the Public Records of Palm Beach County, Florida, may be vacated in whole or part unless the entire plat is vacated.

Section 7. Insurance. Every Owner shall purchase and maintain their own policy of fire and standard extended coverage insurance on the dwelling and other insurable improvements situated upon said Owner's Lot in an amount not less than the maximum insurable replacement value thereof. A certificate issued by the insurance company shall at all times be kept on file with the Association by every Owner. Failure of any Owner to so provide the Association with such certificate verifying the insurance is in full force and effect, after ten days' prior written notice, shall authorize the Association to procure such insurance at the cost and expense of said Owner who shall be obligated to pay the Association immediately upon presentation of the bill. Such cost and expense shall be a charge on the Lot and shall be a continuing lien thereon until paid. If not paid within ten days following presentation by the Association, the Association may enforce payment in the same manner as enforcement of assessments provided in Section 6 of Article V hereof, including collection of interest, at the highest rate allowable by law, from the due date and attorneys' fees required to collect same. The subordination provisions of Section 7, Article V, shall apply to said lien.

#### ARTICLE XV

#### STREET LIGHTING

The Association shall pay the periodic charges for the street lighting within this Subdivision which shall be a portion of the annual assessment against each Lot. Declarant has advanced the necessary funds required by Florida Power and Light Company (FP&L) for the installation of said street lighting. It is the policy of

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FP&L to reimburse said funds to the Association in ten (10) equal annual installments. The Association shall return said funds to Declarant as received from FP&L and accordingly has executed a promissory note to Declarant promising to do so, as set forth in EXHIBIT D attached hereto.

ARTICLE XVI  
SPRINKLER SYSTEM

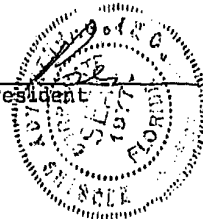
A portion of the lawn sprinkler system initially installed on each Lot extends beyond the boundary line of the Lot to a portion of the Common Area which is a strip of grass area between said boundary line and the internal streets of this subdivision. Each Owner shall at his own expense keep his sprinkler system in good operating condition and shall be required to operate such in the front yard of his Lot and in said strip of grass area as may be reasonably required by the Association.

IN WITNESS WHEREOF, the undersigned, being the DECLARANT herein, has hereunto set its hand and seal this 30 day of January, 1979  
19  .

HOUSING ADVENTURES, INC.

By Kenneth M. Carlson  
Its ~~President~~ President

DECLARANT

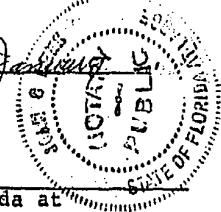


STATE OF FLORIDA            Y  
  : SS.  
COUNTY OF PALM BEACH    X

Before me personally appeared Kenneth M. Carlson  
as ~~President~~ President of HOUSING ADVENTURES, INC., to me well known and known to me to be the individual described in and who executed the foregoing instrument as ~~President~~ President of said corporation, and he acknowledged to and before me that he executed such instrument as such ~~President~~ President of said corporation and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this 30 day of January  
19 79.

James G. Lusk  
Notary Public, State of Florida at  
Large



(NOTARIAL IMPRESSION SEAL)    My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES AUG. 23 1982  
BONDED THRU GENERAL INS. UNDERWRITERS

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LEGAL DESCRIPTION

A portion of Tract 6 of BOCA DEL MAR NO. 5, in Section 21, Township 47 South, Range 42 East, shown on the plat as recorded in Plat Book 30, Pages 127-128 of the Public Records of Palm Beach County, Florida, said portion of Tract 6 being more particularly described as follows:

BEGINNING at the Southeast corner of said Tract 6, thence run N 00° 32' 15" W, an assumed bearing, a distance of 390.00 feet to a point of curve, being concave to the Southwest, having a central angle of 92° 19' 09" and a radius of 150.00 feet; thence run Northwesterly along the arc of said curve, an arc distance of 241.69 feet to the end of said curve; thence run S 87° 08' 36" W, a distance of 925.00 feet to a point; thence run S 02° 51' 24" E a distance of 513.99 feet to a point; thence run N 80° 30' 00" E, a distance of 392.58 feet to a point of curve concave to the south, having a central angle of 31° 00' 00" and a radius of 1472.39 feet; thence run easterly along the arc of said curve, thru an angle of 26° 26' 45", an arc distance of 679.61 feet to a point being the POINT OF BEGINNING of this parcel lying and being in Palm Beach County, Florida, containing 11.93 acres more or less.

ALSO KNOWN AS the Plat of Sierra Del Mar in accordance with the plat thereof recorded in Plat Book 34, Pages 190 and 191, Public Records of Palm Beach County, Florida.

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EXHIBIT A

ARTICLES OF INCORPORATION

OF

SIERRA DEL MAR PROPERTY OWNERS ASSOCIATION, INC.  
(a Corporation Not For Profit)

FILED  
JAN 16 12 20 PM '79  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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

ARTICLE I

The name of the corporation is SIERRA DEL MAR PROPERTY OWNERS ASSOCIATION, INC., hereafter called the "ASSOCIATION".

ARTICLE II

The street address of the registered office of the ASSOCIATION is Del Prado Circle South, Boca Del Mar, Boca Raton, Florida 33433, and the name of the registered agent is Kenneth Endelson.

ARTICLE III

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence Lots and Common Area within that certain real property described in the Declaration of Covenants, Conditions and Restrictions to which these Articles of Incorporation are attached as EXHIBIT B, as recorded in the Public Records of Palm Beach County, Florida, (hereinafter referred to as the "DECLARATION"), and such additions thereto as may be brought within the jurisdiction of the ASSOCIATION, and to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this ASSOCIATION for this purpose to:

(a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the ASSOCIATION as set forth in the DECLARATION as recorded in the Public Records of Palm Beach County, Florida, and as the same may be amended

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EXHIBIT B

from time to time as therein provided, said DECLARATION being incorporated herein as if set forth at length;

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

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

(d) Borrow money, and with the assent of two-thirds (2/3rds) of each class of members at a duly called meeting of the ASSOCIATION, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) Dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless a vote of two-thirds of each class of members, agreeing to such dedication, sale or transfer has been obtained at a duly called meeting of the ASSOCIATION, and unless prior written consent of Declarant is obtained for so long as Declarant owns a Lot.

(f) Participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3rds) of each class of members at a duly called meeting of the ASSOCIATION, except as otherwise

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provided in ARTICLE II of the DECLARATION.

(g) have and to exercise any and all powers, rights and privileges which a non-profit corporation organized under the Laws of the State of Florida may now or hereafter have or exercise.

(h) To enter into agreements for the provisions of services to the members, including but not limited to, utility services and refuse removal.

ARTICLE IV  
MEMBERSHIP

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

ARTICLE V  
VOTING RIGHTS

The ASSOCIATION shall have two classes of voting membership:

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

Class B. The Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to five (5) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or,
- (b) On December 31, 1988.
- (c) Such earlier date as Declarant may determine.

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ARTICLE VI

BOARD OF DIRECTORS

The affairs of this ASSOCIATION shall be managed by a Board of Directors consisting of not less than three (3) nor more than five (5) persons who need not be members of the ASSOCIATION. The first Board shall consist of three (3) members. Thereafter the number of Directors may be increased to a maximum of five (5) by a majority vote of the Board of Directors.

The first election of Directors shall not be held until after the Declarant has closed the sales of all of the Lots within the Properties, or until an earlier date as Declarant may determine. The Directors named in these Articles shall serve until the first election of Directors, and any vacancies in their number occurring before the first election shall be filled by the remaining Directors.

The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
KENNETH ENDELSON	Del Prado Circle South Boca Del Mar Boca Raton, Florida 33433
SHERRY ENDELSON	Del Prado Circle South Boca Del Mar Boca Raton, Florida 33433
STANLEY CHARLES	Del Prado Circle South Boca Del Mar Boca Raton, Florida 33433

ARTICLE VII

DISSOLUTION

In the event of the dissolution of the ASSOCIATION, other than incident to a merger or consolidation, the assets of the ASSOCIATION shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this ASSOCIATION was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

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ARTICLE VIII

DURATION

The corporation shall exist perpetually.

ARTICLE IX

AMENDMENTS

Amendment of these Articles shall require the assent of a majority of the entire membership.

ARTICLE X

SUBSCRIBERS

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

ARTICLE XI

OFFICERS

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

The names and addresses of the Officers who shall serve until their successors are designated by the Board of Directors are as follow:

President:	Kenneth Endelson
Vice-President:	Sherry Endelson
Secretary-Treasurer:	Stanley Charles

ARTICLE XII

The original By-laws of the Association shall be adopted by a majority vote of the Directors and thereafter such By-laws may be altered, rescinded, or amended at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

ARTICLE XIII

INDEMNIFICATION OF OFFICERS AND DIRECTORS

The ASSOCIATION shall indemnify any Director or officer of the ASSOCIATION who is made a party or is threatened to be made a party

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BEACH REC

5.

to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director or officer of the ASSOCIATION or is or was serving at the request of the ASSOCIATION as a Director, officer, employee or agent of another corporation, association, partnership, joint venture, trust or other enterprise:

(a) against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with an action, suit or proceeding (other than one by or in the right of the ASSOCIATION) if he acted in good faith, and, with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful; and,

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

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

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

Any indemnification under this ARTICLE XIII (unless ordered by a court) shall be made by the ASSOCIATION only as authorized in the

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

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

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

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

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

Any person requesting indemnification shall first look to any insurance maintained by the ASSOCIATION for indemnification against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement (as described above). The ASSOCIATION shall be obligated to indemnify such person (if entitled to indemnification by the ASSOCIATION) only to the extent such insurance does not indemnify such person. In the event that any expenses, judgments, fines or amounts paid in settlement are paid pursuant to insurance maintained by such ASSOCIATION, the ASSOCIATION shall have no obligation to reimburse the insurance company.

#### ARTICLE XIV

##### TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

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

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

IN WITNESS WHEREOF, for the purpose of forming this corporation under the Laws of the State of Florida, we, the undersigned, constituting

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This is Not a Contract

the incorporators of this ASSOCIATION, have executed these Articles of Incorporation this 28<sup>th</sup> day of December, 1978.

Kenneth Endelson  
Kenneth Endelson

Sherry Endelson  
Sherry Endelson

Stanley Charles  
Stanley Charles

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

I HEREBY CERTIFY that on this 28 day of December, 1978, personally appeared before me Kenneth Endelson, Sherry Endelson, Stanley Charles, to me personally known and they acknowledged before me that they executed the foregoing Articles of Incorporation for the uses and purposes therein expressed.

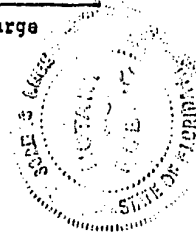
IN WITNESS WHEREOF, I have hereunto set my hand and official seal in said County and State the day and year first above written.

Joan D. Seak  
NOTARY PUBLIC - State of Florida at Large

(NOTARIAL SEAL)

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES AUG. 23 1982  
BONDED THRU GENERAL INS. UNDERWRITERS



I HEREBY ACCEPT MY DESIGNATION AS REGISTERED AGENT

Kenneth Endelson  
Kenneth Endelson

SWORN TO AND SUBSCRIBED BEFORE ME  
this 28 day of December, 1978.

Joan D. Seak  
NOTARY PUBLIC - State of Florida at Large

My Commission Expires: PALM OFF BEACH REC 3002 PAGE 1306  
(NOTARIAL SEAL)

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES AUG. 23 1982  
BONDED THRU GENERAL INS. UNDERWRITERS



BY-LAWS  
OF  
SIERRA DEL MAR PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE I  
NAME AND LOCATION

The name of the corporation is SIERRA DEL MAR PROPERTY OWNERS ASSOCIATION, INC., hereinafter referred to as the "ASSOCIATION". The principal office of the corporation shall be located at Del Prado Circle South, Boca Del Mar, Boca Raton, Florida 33433, but meetings of members and directors may be held at such places within the State of Florida, County of Palm Beach, as may be designated by the Board of Directors.

ARTICLE II  
DEFINITIONS

The definitions of words as defined in the Declaration of Covenants, Conditions and Restrictions applicable to the property which is described in ARTICLE III of the ARTICLES OF INCORPORATION of the ASSOCIATION and recorded in the Public Records of Palm Beach County, Florida, are incorporated herein by reference and made a part hereof.

ARTICLE III  
MEETING OF MEMBERS

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

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EXHIBIT C

legal holiday.

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

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

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-third (1/3) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

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

#### ARTICLE IV

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

Section 1. Number. The affairs of this ASSOCIATION shall be managed by a Board of Directors consisting of not

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less than three (3) nor more than five (5) persons who need not be members of the ASSOCIATION. The first Board shall consist of three members. Thereafter the number of directors may be increased to a maximum of five (5) by a majority vote of the Board of Directors.

Section 2. Term of Office. Except for the first Board, all directors shall be elected at each annual meeting of the members of the ASSOCIATION for the term of one year.

Section 3. Removal. At such time as the members of the Association are permitted to elect Directors any director may be removed from the Board with or without cause, by a majority vote of the members of the ASSOCIATION. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

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

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

#### ARTICLE V

##### NOMINATION AND ELECTION OF DIRECTORS

At such time as members of the Association are permitted to elect Directors, the nomination and election of Directors shall be conducted as follows:

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman,

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

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

#### ARTICLE VI

##### MEETINGS OF DIRECTORS

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

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

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the

directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

#### ARTICLE VII

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

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

- (a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) suspend the voting rights and right to use of the Common Area of a member during any period in which such member shall be in default in the payment of any assessment levied by the ASSOCIATION. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;
- (c) exercise for the ASSOCIATION all powers, duties and authority vested in or delegated to this ASSOCIATION and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;
- (d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and,
- (e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

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

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

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

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

(c) as more fully provided in the Declaration,

to:

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

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days after due date.

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

(e) procure and maintain adequate liability, hazard, property and/or casualty insurance on property owned by the Association.

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

(g) cause the Common Area and wooden exterior surfaces of the fences and dwellings to be maintained as provided in ARTICLE VI of the Declaration.

#### ARTICLE VIII

##### OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this ASSOCIATION shall be a president and vice-president,

PALM OFF 3002 PAGE 1312  
BEACH REC 6.

who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

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

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

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

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

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

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

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

PALM OFF  
BEACH REC 3002 PAGE 1313

PRESIDENT

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

VICE-PRESIDENT

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

SECRETARY

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

TREASURER

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

ARTICLE IX

COMMITTEES

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

PALM OFF  
BEACH REC 3002 PAGE 1314

ARTICLE X

BOOKS AND RECORDS

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

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the ASSOCIATION annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the highest rate allowable by law, and the ASSOCIATION may bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the property, and interest, costs, and reasonable attorneys' fees incurred by the ASSOCIATION in connection with collection and/or appeal shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, Limited Common Area, or abandonment of his Lot.

ARTICLE XII

CORPORATE SEAL

The ASSOCIATION shall have a seal in circular form having within its circumference the words: SIERRA DEL MAR PROPERTY OWNERS ASSOCIATION, INC., a Corporation Not for Profit, 1979.

ARTICLE XIII

AMENDMENTS

Section 1. The original By-laws of the Association shall be adopted by a majority vote of the Directors and thereafter such By-laws may be altered, rescinded, or amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present

PALM OFF  
BEACH REC 3002 PAGE 1315

in person or by proxy.

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

ARTICLE XIV  
MISCELLANEOUS

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

IN WITNESS WHEREOF, we, being all of the directors of SIERRA DEL MAR PROPERTY OWNERS ASSOCIATION, INC., have hereunto set our hands this 30 day of January, 1979.

Kenneth Endelson  
Kenneth Endelson

Sherry Endelson  
Sherry Endelson

Stanley Charles  
Stanley Charles

STATE OF FLORIDA X  
COUNTY OF PALM BEACH X

: SS.

I HEREBY CERTIFY that on this 30 day of January, 1979, personally appeared before me KENNETH ENDELSON, SHERRY ENDELSON, and STANLEY CHARLES, to me personally known and they acknowledged before me that they executed the foregoing By-laws for the uses and purposes therein expressed.

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

James J. Dak  
Notary Public, State of Florida at Large  
My Commission Expires: \_\_\_\_\_

(NOTARIAL SEAL)



NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES AUG. 23 1982  
BONDED THRU GENERAL INS. UNDERWRITERS

PALM OFF BEACH REC 3002 PAGE 1316



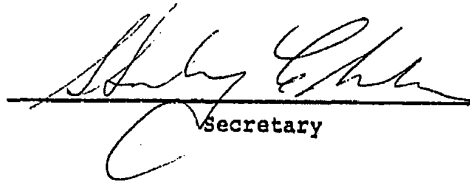
CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of SIERRA DEL MAR PROPERTY OWNERS ASSOCIATION, INC., a Corporation Not for Profit, existing under the Laws of the State of Florida; and,

That the foregoing By-laws constitute the original By-laws of said ASSOCIATION, as duly adopted at a meeting of the Board of Directors thereof, held on the 30 day of January, 1979.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said ASSOCIATION this 30 day of January, 1979.

  
Secretary

This is not a certified copy

PALM OFF  
BEACH REC 3002 PAGE 1317

PROMISSORY NOTE

\$ 7607.00

Date: 1/30/79

FOR VALUE RECEIVED, SIERRA DEL MAR PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation not for profit, promises to pay to the order of HOUSING ADVENTURES, INC., the principal sum of ~~SEVEN THOUSAND SIX HUNDRED SEVEN~~ DOLLARS (\$ 7607.00 ), payable in lawful money of the United States at Del Prado Circle South, Boca Del Mar, Boca Raton, Florida, or as hereafter notified by HOUSING ADVENTURES, INC., being payable as follows:

Said principal shall be payable in ten (10) annual equal installments and shall be due within five (5) days from receipt by SIERRA DEL MAR PROPERTY OWNERS ASSOCIATION, INC. from Florida Power and Light Company of a similar sum of money to be paid by Florida Power and Light Company as reimbursement for the installation of a street lighting system within the SIERRA DEL MAR SUBDIVISION at Boca Del Mar, Boca Raton, Florida.

This note represents repayment to HOUSING ADVENTURES, INC. for the advancement of funds by it to Florida Power and Light Company for the installation of said street lighting system.

The maker hereof waives demand, protest and notice of maturity, non-payment or protest; and all requirements necessary to hold it liable as a maker.

The maker further agrees to pay all costs of collection, including a reasonable attorneys' fee in case the principal of this note, or any payment on principal, or any interest thereon is not paid at the respective maturity date thereof, whether suit be brought or not.

In the event a payment is not paid when due, interest on said payment shall accrue at the highest rate allowable under Florida law until paid.

SIERRA DEL MAR PROPERTY OWNERS ASSOCIATION, INC.

By Keneth M. Paulson  
Its President

(SEAL)

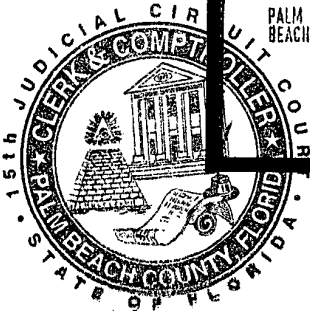


This is not a certified copy

PALM BEACH REC: 3002 PAGE 1318

EXHIBIT D

Record Verified  
Palm Beach County, Fla.  
John D. Dunlap  
Clerk Circuit Court



I hereby certify that the foregoing is a true copy of the record in my office this day, Oct 05, 2012.  
Sharon R. Bock, Clerk Circuit Court, Palm Beach County, Florida  
BY Indy... Deputy Clerk

This is Not a Certified Copy

AMENDMENT  
TO THE  
DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
SIERRA DEL MAR

THIS AMENDMENT to the Declaration of Covenants, Conditions and Restrictions for Sierra Del Mar is herewith made by the owners of the Sierra Del Mar Property Owners Association pursuant to the Declaration of Covenants, Conditions and Restrictions for Sierra Del Mar as follows:

1. The Declaration of Covenants, Conditions and Restrictions for Sierra Del Mar as recorded in Official Records Book 3002, Page 1285 through 1297 of the Public Records of Palm Beach County, Florida, is hereby amended as to Article XIII, Section 7, by deleting existing Article XIII, Section 7, and adding the following:

Section 7. No recreation vehicles, boats, trailers, or business vehicles shall be parked on the properties except in the owner's garage.

No recreation vehicles, boats, trailers, business vehicles, automobiles, trucks, vans or any other motorized vehicle shall be parked on the grass within the properties. Any such vehicle parked on the grass within the properties shall be removed from the properties and towed by the Association at the expense of the owner to such place chosen as designated by the person or entity removing or towing said vehicle.

No recreation vehicles, boats, trailers, business vehicles, automobiles, trucks, vans or any other motorized vehicle shall be parked on the swale or street for continuous period in excess of seventy-two (72) hours. The Association shall give notice to the owner of any such vehicle parked on the swale or street, which is deemed to be prohibited, notice to remove said vehicle and that if said vehicle is not so removed within seventy-two (72) hours from giving of notice, that the

RONALD A. LUZIM  
A PROFESSIONAL ASSOCIATION  
SUITE 201  
9337 WEST SAMPLE ROAD  
CORAL SPRINGS, FLORIDA 33068

RECORDER'S MEMO: Legibility  
of Writing, Typing or Printing  
unsatisfactory in this document  
when received.

Association shall remove or tow said vehicle at the owner's expense to such location and place as the person or entity removing or towing said vehicle shall determine.

2. Except as provided hereinabove, all of the terms, conditions, paragraphs and subparts of the Declaration of Covenants, Conditions and Restrictions for Sierra Del Mar not inconsistent herewith is readopted, reaffirmed, realleged with the same force and effect as is separately set forth and numbered herein.

IN WITNESS WHEREOF, The Sierra Del Mar Property Owners Association, Inc., has caused this Amendment to the Declaration of Covenants, Conditions and Restrictions for Sierra Del Mar to be executed on this 19th day of January, 1988.

WITNESSES:

*[Handwritten signatures of witnesses]*

SIERRA DEL MAR PROPERTY OWNERS ASSOCIATION, INC.

By: *[Signature]* President  
By: *[Signature]* SECRETARY

STATE OF FLORIDA )  
COUNTY OF PALM BEACH ) SS:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared **ELLIS GREENE + MURRAY JAARETT** well known to me to be the President and SECRETARY respectively of the corporation and that they severally acknowledged executing the above in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 19th day of January, 1988.

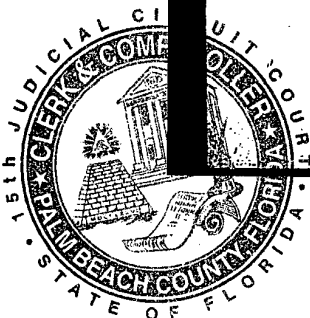
**RECORDER'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.**

*[Signature]*  
Notary Public, State of Florida

My Commission Expires:

Aug. 14, 1990

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



I hereby certify that the foregoing is a true copy of the record in my office this day, Oct 05, 2012.  
Sharon R. Bock, Clerk Circuit Court, Palm Beach County, Florida  
BY *[Signature]* Deputy Clerk

AMENDMENT  
TO THE  
DECLARATION

CRB 5840 Pg 842

OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
SIERRA DEL MAR

This AMENDMENT to the Declaration of Covenants, Conditions and Restrictions for Sierra Del Mar is herewith made by the owners of the Sierra Del Mar Property Owners Association pursuant to the Declaration of Covenants, Conditions and Restrictions for Sierra Del Mar as follows:

1. The Declaration of Covenants, Conditions and Restrictions for Sierra Del Mar as recorded in the Official Records Book 3002, Page 1285 through 1297 of the Public Records of Palm Beach County, Florida, is hereby amended as to Article XIII, Section 18, by deleting existing Article XIII, Section 18, and adding the following:

SECTION 18 No dwelling may be rented or leased to any person except upon the following terms or conditions:

(a) The lease must be a written lease having a term of not less than six (6) months.

(b) The lease must incorporate by reference these covenants and restrictions and specifically provide that the lessee must abide by the terms and conditions hereof.

(c) No lease shall be effective prior to approval thereof by the Board of Directors of the Association.

*Ronald A. Luzon*

2. Except as provided hereinabove, all of the terms, conditions, paragraphs and subparts of the Declaration of Covenants, Conditions and Restrictions for Sierra Del Mar not inconsistent herewith is readopted, confirmed, realleged with the same force and effect as is separately set forth and numbered herein.

IN WITNESS WHEREOF, The Sierra Del Mar Property Owners Association, Inc., has caused this Amendment to the Declaration of Covenants, Conditions and Restrictions for Sierra Del Mar to be executed on this 19<sup>th</sup> day of January, 1988.

WITNESSES:

SIERRA DEL MAR PROPERTY OWNERS ASSOCIATION, INC.

Glenn H. Green  
Murray Jarrett

By: Ellis Greene  
By: Murray Jarrett

STATE OF FLORIDA )  
COUNTY OF PALM BEACH ) SS:

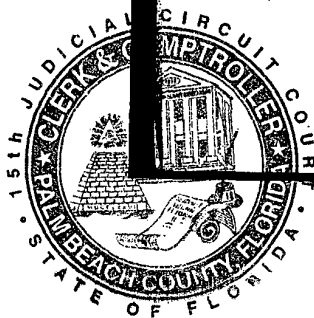
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared ELLIS GREENE + MURRAY JARRETT well known to me to be the President and SECRETARY respectively of the corporation and that they severally acknowledged executing the above in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 19<sup>th</sup> day of January, 1988.

Louis B. Dunkle  
Notary Public, State of Florida

My Commission Expires:

Aug. 14, 1990



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

I hereby certify that the foregoing is a true copy of the record in my office this day, Oct 05, 2012.  
Sharon R. Bock, Clerk Circuit Court, Palm Beach County, Florida  
BY Sharon R. Bock Deputy Clerk

Return to: (enclose self-addressed stamped envelope)

Name

Address

DEC-06-1993 9:37am 93-395242  
ORB 8013 Pg 1218

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

RETURN TO:  
RONALD A. LUZIM, ESQ.  
9345 W. Sample Road  
Coral Springs, FL 33054

RECORDER'S MEMO: Legibility  
of Writing, Typing or Printing  
unsatisfactory in this document  
when received.

AMENDMENT  
TO  
DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
SIERRA DEL MAR

THIS AMENDMENT to the Declaration of Covenants, Conditions and Restrictions for SIERRA DEL MAR, is herewith made by all owners who are entitled to vote of at least a majority of all votes of the SIERRA DEL MAR PROPERTY OWNERS ASSOCIATION, INC. pursuant to the Declaration of Covenants, Conditions and Restrictions for SIERRA DEL MAR recorded in Official Records Book 3002, at Pages 1285 through 1297 of the Public Records of Palm Beach County, Florida:

1. ARTICLE VI entitled "MAINTENANCE OBLIGATION OF ASSOCIATION" is hereby amended in its entirety and shall read as follows:

ARTICLE VI  
MAINTENANCE OBLIGATION OF ASSOCIATION

The Association shall at all times maintain the Common Area (including any improvements placed thereon) in good condition and repair. Further, the Association shall maintain, repair or replace the wooden fences initially constructed on each Lot which separate the Lot from the Common Areas. In addition, the Association shall paint the exterior wooden and stucco surfaces of the dwellings initially constructed on each Lot.

2. Except as provided hereinabove, all of the terms, conditions paragraphs and subparts of the Declaration of Covenants, Conditions and Restrictions for SIERRA DEL MAR, including all amendments thereto not inconsistent herewith, are readopted, reaffirmed and realleged with the same force and effect as if separately set forth and numbered herein.

IN WITNESS WHEREOF, the SIERRA DEL MAR PROPERTY OWNERS ASSOCIATION, INC. has caused this Amendment to the Declaration of Covenants, Conditions and Restrictions for SIERRA DEL MAR to be executed on this 5th day of NOVEMBER, 1993.

Witnesses:

SIERRA DEL MAR PROPERTY OWNERS ASSOCIATION, INC.

Rae M. Brade

By: Ellis Greene  
PRESIDENT

Rae M. Brade

Attest: [Signature]  
SECRETARY

CORPORATE SEAL

Notary's notary certified copy

STATE OF FLORIDA )  
COUNTY OF PALM BEACH ) SS:

ORB 2013 Pg 1219  
RECORD VERIFIED DOROTHY H WILKEN  
CLERK OF THE COURT - PB COUNTY, FL

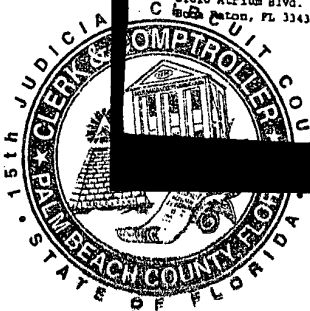
The foregoing instrument was acknowledged before me this 21st day of NOVEMBER, 1992, by ELLIS GREENE as President and WALTER SAMPLES as Secretary, of SIERRA DEL MAR PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation, on behalf of the corporation, who are personally known to me or have produced \_\_\_\_\_ as identification.

*[Handwritten Signature]*

Notary Public  
Print Name: HANNA MARIA STEFANO  
My Commission Expires:  
Commission No.: (10,150,151)  
NOTARY PUBLIC, STATE OF FLORIDA,  
MY COMMISSION EXPIRES ON OCT. 14, 1995.  
BOND NO. \_\_\_\_\_

RECORDER'S MEMO: Legibility  
of Writing, Typing or Printing  
unsatisfactory in this document  
when received.

Prepared by:  
R. McBride  
Sierra Del Mar Property  
Owners Association, Inc.  
21820 Atrium Blvd.  
Boca Raton, FL 33433



-2-

I hereby certify that the foregoing is a true copy  
of the record in my office this day, Oct 05, 2012.  
Sharon R. Bock, Clerk Circuit Court, Palm Beach County, Florida  
BY [Handwritten Signature] Deputy Clerk



Return to: (enclose self-addressed stamped envelope)

Name

Address

DEC-06-1993 9:37am 93-395243  
ORB 8013 Pg 1220

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

RETURN TO:  
RONALD A. LUZIM, ESQ.  
9345 W. Sample Road  
Coral Springs, FL 33054

RECORDER'S MEMO: Legibility  
of Writing, Typing or Printing  
unsatisfactory in this document  
when received.

AMENDMENT  
TO  
DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
SIERRA DEL MAR

THIS AMENDMENT to the Declaration of Covenants, Conditions and Restrictions for SIERRA DEL MAR, is herewith made by all owners who are entitled to vote of at least a majority of all votes of the SIERRA DEL MAR PROPERTY OWNERS ASSOCIATION, INC. pursuant to the Declaration of Covenants, Conditions and Restrictions for SIERRA DEL MAR recorded in Official Records Book 3002, at Pages 1285 through 1297 of the Public Records of Palm Beach County, Florida:

1. ARTICLE VIII entitled "ROOF MAINTENANCE AND ROOF EASEMENT", Section 1, is hereby emended in its entirety and shall read as follows:

ARTICLE VIII  
ROOF MAINTENANCE AND ROOF EASEMENT

Section 1. In the event a roof extends over two or more Lots and one Owner's roof requires replacement, cleaning or maintenance, the said Owner shall have the right to replace, clean or repair his roof with the prior written approval of the Architectural Control Committee of the Association. If the Owner of the attached lot is unwilling to so replace, clean or repair the roof, then the Owner requesting permission to replace, clean or repair the roof may proceed to so replace, clean or repair the roof after receiving prior written approval of the Architectural Control Committee of the Association. If any part or all of a roof is replaced, the replacement roof shingles shall be interleaved with the existing roof shingles uniformly where the two Dwellings join at the party wall. In the event of any damage or destruction which is confined to a part or all of a roof wholly within the dimensions of a single Lot, then such repair or replacement shall be at the sole expense of the said Lot Owner. If damage or destruction is caused to adjacent roof areas by the negligence or wilful misconduct of an Owner, such negligent Owner shall be responsible for and bear the entire cost of repair or replacement for the damage or destruction to such adjacent roof areas. If an Owner shall neglect or refuse to pay for the costs and expenses incurred in case of negligence or wilful misconduct, any other affected Owner may have that part of the roof so affected repaired or replaced and the amount of such repair or replacement costs shall be deemed a special assessment upon the Owner instigating the roof replacement, cleaning or repairs entitling such other affected Owner to file a lien on the Lot of the Owner failing to pay, plus attorney's fees and costs. If an Owner shall give, or shall have given, a mortgage or mortgages upon his property, 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 said mortgage any amounts paid by the mortgagee for repairs hereunder and not reimbursed said mortgagee by the Owner.

2. Except as provided hereinabove, all of the terms, conditions, paragraphs and subparts of the Declaration of Covenants, Conditions and Restrictions for SIERRA DEL MAR, including all amendments thereto not inconsistent herewith, are readopted, reaffirmed and realleged

This is a Certified Copy

ORB 8013 Pg 1221  
RECORD VERIFIED DOROTHY H WILKEN  
CLERK OF THE COURT - PB COUNTY, FL

with the same force and effect as if separately set forth and numbered herein.

IN WITNESS WHEREOF, the SIERRA DEL MAR PROPERTY OWNERS ASSOCIATION, INC. has caused this Amendment to the Declaration of Covenants, Conditions and Restrictions for SIERRA DEL MAR to be executed this 5th day of November, 1992.

Witnesses:

SIERRA DEL MAR PROPERTY OWNERS ASSOCIATION, INC.

Ellis Greene

By: Ellis Greene

PRESIDENT

Walter Samples

Attest:

Walter Samples

SECRETARY

CORPORATE SEAL

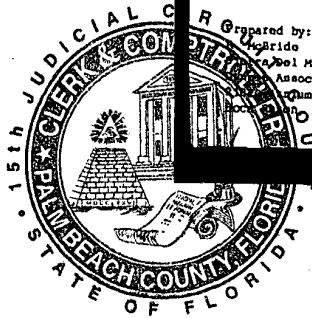
STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 5th day of November, 1992, by ELLIS GREENE as President and WALTER SAMPLES as Secretary, of SIERRA DEL MAR PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation, on behalf of the corporation, who are personally known to me or have produced \_\_\_\_\_ as identification.

Ann Marie Stefaniuk  
Notary Public  
Print Name: ANN MARIE STEFANIUK  
My Commission Expires:  
Commission No.: 001504151

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES  
ON 10/01/2013



Prepared by:  
Sierra Del Mar Property  
Association, Inc.  
1000 S. Palm Blvd.  
Palm Beach, FL 33433

-2-

I hereby certify that the foregoing is a true copy of the record in my office this day, Oct 05, 2012.  
Sharon R. Bock, Clerk Circuit Court, Palm Beach County, Florida  
BY Sharon R. Bock Deputy Clerk

**CERTIFICATE OF AMENDMENT  
TO THE BY-LAWS OF SIERRA DEL MAR  
(AS ORIGINALLY RECORDED IN OFFICIAL  
RECORDS BOOK 3002, AT PAGE 1285 OF  
THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA)**

This is a Certified Copy

WE HEREBY CERTIFY that the attached Amendments to Article IV and XI of the By-Laws for the Sierra Del Mar Property Owners Association, Inc. was duly adopted in the manner provided in Article XIII, Section 1 of the By-Laws, that is, by the affirmative majority vote of a quorum of the Owners of Sierra Del Mar present in person or by proxy at a regular or special meeting of the members, as recorded in the books and records of the corporation.

IN WITNESS WHEREOF, this document has been executed this 18<sup>th</sup> day of February, 2000.

SIERRA DEL MAR PROPERTY OWNERS  
ASSOCIATION, INC., a Florida Not-for-Profit  
Corporation

BY: John D. Nicewonger  
JOHN D. NICEWONGER, PRESIDENT

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of February, 2000, by **JOHN D. NICEWONGER**, President, of Sierra Del Mar Property Owners Association, Inc., who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

Philip Croyle

1900 GLADES ROAD SUITE 352  
BOCA RATON, FLORIDA 33431

[Signature]  
Notary Public

PHILIP J. CROYLE  
Notary Public - State of Florida  
My Commission Expires Jun 14, 2002  
Commission # C751067

**AMENDMENT TO ARTICLE IV, SECTION 1 OF THE BY-LAWS OF  
SIERRA DEL MAR PROPERTY OWNERS ASSOCIATION, INC.**

**Words underlined denote additions.**

**Words ~~stricken~~ denote deletions.**

**ARTICLE IV**

**BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE**

Section 1. Number. The affairs of this ASSOCIATION shall be managed by a Board of Directors consisting of not less than seven (7) persons ~~three (3) nor more than five (5)~~ persons who need not be members of the ASSOCIATION. The first Board shall consist of ~~three members.~~ Thereafter the number of directors may be increased to a maximum of five (5) by a majority vote of the Board of Directors.

**AMENDMENT TO ARTICLE XI OF THE BY-LAWS OF  
SIERRA DEL MAR PROPERTY OWNERS ASSOCIATION, INC.**

Words underlined denote additions.  
Words stricken denote deletions.

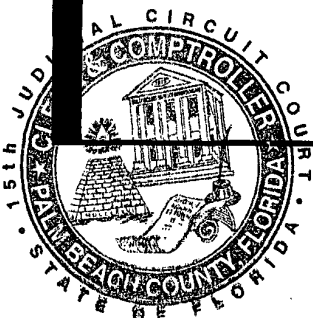
ARTICLE XI

ASSESSMENTS

[Other than the following ADDITIONAL PROVISIONS, no other amendments of any kind are made to ARTICLE XI.]

In addition to the foregoing remedies, the Board of Directors may assess a "late charge", not in excess of twenty (\$20.00) dollars for each monthly or special assessment which is more than ten (10) days delinquent, for the purpose of defraying the additional collection costs.

This is not a certified copy



I hereby certify that the foregoing is a true copy  
of the record in my office this day, Oct 05, 2012.  
Sharon R. Bock , Clerk Circuit Court, Palm Beach County, Florida  
BY Emdy Wandy Deputy Clerk

**CERTIFICATE OF AMENDMENT  
TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF  
SIERRA DEL MAR  
(AS ORIGINALLY RECORDED IN OFFICIAL  
RECORDS BOOK 3002, AT PAGE 1285 OF  
THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA)**

This is a Certified Copy

**WE HEREBY CERTIFY** that the attached Amendment to Article IX of the Declaration of Covenants, Conditions and Restrictions for Sierra Del Mar was duly adopted in the manner provided in Article XIV, Section 3 of the Declaration, that is, by the affirmative majority vote of all of the Owners of Sierra Del Mar, as recorded in the books and records of the corporation.

**IN WITNESS WHEREOF**, this document has been executed this 18<sup>th</sup> day of February, 2000.

**SIERRA DEL MAR PROPERTY OWNERS ASSOCIATION, INC.**, a Florida Not-for-Profit Corporation

BY: John D. Nicewonger  
**JOHN D. NICEWONGER, PRESIDENT**

**STATE OF FLORIDA  
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of February, 2000, by **JOHN D. NICEWONGER, President**, of Sierra Del Mar Property Owners Association, Inc., who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

✓  
Scanlon & Croyle  
Attorneys at Law  
1900 Glades Rd. Suite 352  
Boca Raton, Fl. 33431-7333

Philip J. Croyle  
Notary Public

PHILIP J. CROYLE  
Notary Public - State of Florida  
My Commission Expires Jun 14, 2002  
Commission # CC751087

**AMENDMENT TO ARTICLE IX OF THE DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR SIERRA DEL MAR**

Words underlined denote additions.  
Words ~~stricken~~ denote deletions.

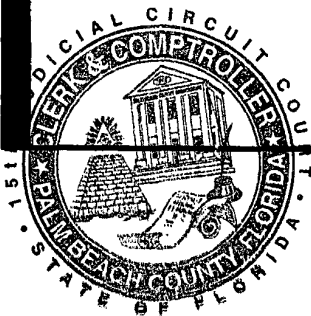
**ARTICLE IX**

**ARCHITECTURAL CONTROL**

[Other than the following **ADDITIONAL PROVISION**, no other amendment of any kind is made to the Article IX]

(a) All mailboxes and stanchions are to be standard and uniform with the original construction and shall keep a standard color.

This is a certified copy



I hereby certify that the foregoing is a true copy of the record in my office this day, Oct 05, 2012.  
Sharon R. Bock , Clerk Circuit Court, Palm Beach County, Florida  
BY *Sharon R. Bock* Deputy Clerk

J.E. Scanton & Croyle  
1900 Grades Rd #352  
Boca Raton, FL 33431

**CERTIFICATE OF AMENDMENT  
TO THE BY-LAWS OF SIERRA DEL MAR  
(AS ORIGINALLY RECORDED IN OFFICIAL  
RECORDS BOOK 3002, AT PAGE 1285 OF  
THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA)**

This is a Certified Copy

WE HEREBY CERTIFY that the attached Amendment to Article of the By-Laws for the Sierra Del Mar Property Owners Association, Inc. was duly adopted in the manner provided in Florida Statute 617.0701(4)(a) through (f) inclusive, that is, by the written affirmative majority vote of the entire membership of the Association in conformity with the statute, as recorded in the books and records of the corporation.

IN WITNESS WHEREOF, this document has been executed this 20<sup>th</sup> day of April, 2000.

SIERRA DEL MAR PROPERTY OWNERS ASSOCIATION, INC., a Florida Not-for-Profit Corporation

BY: John D. Nicewonger  
JOHN D. NICEWONGER, PRESIDENT

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of April, 2000, by JOHN D. NICEWONGER, President, of Sierra Del Mar Property Owners Association, Inc., who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

PHILIP J. CROYLE  
Notary Public - State of Florida  
My Commission Expires Jun 14, 2002  
Commission # CC751087

[Signature]  
Notary Public

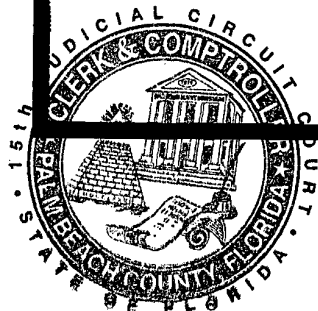


**AMENDMENT TO ARTICLE XI OF THE BY-LAWS OF  
SIERRA DEL MAR PROPERTY OWNERS ASSOCIATION, INC.**

Words underlined denote additions.  
Words ~~stricken~~ denote deletions.

ARTICLE XI  
ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the ASSOCIATION annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent, which is defined as remaining unpaid beyond the 10<sup>th</sup> day following the due date. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the ~~due date of delinquency~~ at the highest rate allowable by law, and the ASSOCIATION may bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the property, and interest, costs, and reasonable attorneys' fees incurred by the ASSOCIATION in connection with collection and/or appeal shall be added to the amount of such assessment. No Owner may waiver or otherwise escape liability for the assessments provided for herein by non-use of the common Area, Limited Common Area, or abandonment of his Lot. In addition to the foregoing remedies, the Board of Directors may assess a "late charge", not in excess of twenty (\$20.00) dollars for each monthly or special assessment which is unpaid more than ten (10) days beyond the due date delinquent, for the purpose of defraying the additional collection costs.



I hereby certify that the foregoing is a true copy  
of the record in my office this day, Oct 05, 2012.  
Sharqn R. Bock, Clerk Circuit Court, Palm Beach County, Florida  
BY *Sharqn R. Bock* Deputy Clerk

Return to: (enclose self-addressed stamped envelope)

Name

Philip J. Croyle

Address:

2500 N. Military Trail  
Suite 480  
P.O. Box 1000  
Palm Beach, FL 33481



12/08/2001 10:23:33 20010544745  
OR BK 13168 PG 0149  
Palm Beach County, Florida

This is not a certified copy

**CERTIFICATE OF AMENDMENT  
TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF  
SIERRA DEL MAR  
(AS ORIGINALLY RECORDED IN OFFICIAL  
RECORDS BOOK 3002, AT PAGE 1285 OF  
THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA)**

**WE HEREBY CERTIFY** that the attached Amendment to Article XIII, Section 18 of the Declaration of Covenants, Conditions and Restrictions for Sierra Del Mar was duly adopted in the manner provided in Article XIV, Section 3 of the Declaration, that is, by the affirmative majority vote of all of the Owners of Sierra Del Mar, as recorded in the books and records of the corporation.

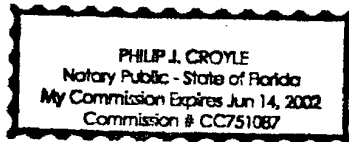
**IN WITNESS WHEREOF**, this document has been executed this 20<sup>th</sup> day of November, 2001.

**SIERRA DEL MAR PROPERTY OWNERS  
ASSOCIATION, INC.**, a Florida Not-for-Profit  
Corporation

BY: John D. Nicewonger  
**JOHN D. NICEWONGER, PRESIDENT**

**STATE OF FLORIDA  
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of November, 2001, by **JOHN D. NICEWONGER, President**, of Sierra Del Mar Property Owners Association, Inc., who is personally known to me ~~or who has produced~~ \_\_\_\_\_ as identification and who did (did not) take an oath.



[Signature]  
Notary Public

AMENDMENT TO ARTICLE XIII OF THE DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR SIERRA DEL MAR

Words underlined denote additions.  
Words ~~stricken~~ denote deletions.

ARTICLE XIII

PROHIBITED USES

[Other than the following, no other amendments of any kind are made to ARTICLE XIII.]

Section 18. No dwelling may be rented or leased to any person except upon the following terms or conditions:

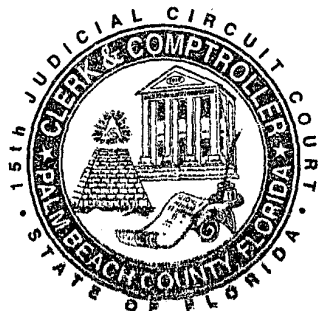
(a) ~~The~~ lease must be a written lease having a term of not less than six (6) months.

(b) ~~The lease~~ must incorporate by reference these covenants and restrictions and specifically provide ~~that the lessee~~ must abide by the terms and conditions hereof.

(c) No lease shall be effective prior to approval thereof by the Board of Directors of the Association.

(d) All homeowners must reside in their swellings for a period of twelve (12) months before renting or leasing to any person(s). Homeowners who reside at Sierra Del Mar and wish to purchase additional units for rental purposes are excluded but will be responsible for their tenant's actions.

(e) The Board of Directors shall require a \$1,000 refundable security deposit, charged to each homeowner who rents their unit (Lessor). Upon vacating said property, the Board after a visual check of the common property, shall refund the \$1,000 to the Lessor, if said common property is found to be in satisfactory condition. The liability of the homeowner shall continue notwithstanding the fact that the homeowner may have leased or rented said lot as provided herein.



I hereby certify that the foregoing is a true copy of the record in my office this day, Oct 05, 2012.

Sharon R. Bock, Clerk Circuit Court, Palm Beach County, Florida

BY Indyuep Deputy Clerk

EXHIBIT B

ARTICLES OF INCORPORATION

[ATTACHED]

*This is not a certified copy*

This is not a certified copy

ARTICLES OF INCORPORATION

OF

SIERRA DEL MAR PROPERTY OWNERS ASSOCIATION, INC.  
(a Corporation Not For Profit)

FILED  
JAN 16 12 20 PM '79  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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

ARTICLE I

The name of the corporation is SIERRA DEL MAR PROPERTY OWNERS ASSOCIATION, INC., hereafter called the "ASSOCIATION".

ARTICLE II

The street address of the registered office of the ASSOCIATION is Del Prado Circle South, Boca Del Mar, Boca Raton, Florida 33433, and the name of the registered agent is Kenneth Endelson.

ARTICLE III

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence Lots and Common Area within that certain real property described in the Declaration of Covenants, Conditions and Restrictions to which these Articles of Incorporation are attached as EXHIBIT B, as recorded in the Public Records of Palm Beach County, Florida, (hereinafter referred to as the "DECLARATION"), and such additions thereto as may be brought within the jurisdiction of the ASSOCIATION, and to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this ASSOCIATION for this purpose to:

- (a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the ASSOCIATION as set forth in the DECLARATION as recorded in the Public Records of Palm Beach County, Florida, and as the same may be amended

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EXHIBIT B

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from time to time as therein provided, said DECLARATION being incorporated herein as if set forth at length;

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

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

(d) Borrow money, and with the assent of two-thirds (2/3rds) of each class of members at a duly called meeting of the ASSOCIATION, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) Dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless a vote of two-thirds of each class of members, agreeing to such dedication, sale or transfer has been obtained at a duly called meeting of the ASSOCIATION, and unless prior written consent of Declarant is obtained for so long as Declarant owns a Lot.

(f) Participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3rds) of each class of members at a duly called meeting of the ASSOCIATION, except as otherwise

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BEACH REC

provided in ARTICLE II of the DECLARATION.

(g) have and to exercise any and all powers, rights and privileges which a non-profit corporation organized under the laws of the State of Florida may now or hereafter have or exercise.

(h) To enter into agreements for the provisions of services to the members, including but not limited to, utility services and refuse removal.

ARTICLE IV  
MEMBERSHIP

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

ARTICLE V  
VOTING RIGHTS

The ASSOCIATION shall have two classes of voting membership:

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

Class B. The Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to five (5) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or,
- (b) On December 31, 1988.
- (c) Such earlier date as Declarant may determine.

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ARTICLE VI

BOARD OF DIRECTORS

The affairs of this ASSOCIATION shall be managed by a Board of Directors consisting of not less than three (3) nor more than five (5) persons who need not be members of the ASSOCIATION. The first Board shall consist of three (3) members. Thereafter the number of Directors may be increased to a maximum of five (5) by a majority vote of the Board of Directors.

The first election of Directors shall not be held until after the Declarant has closed the sales of all of the Lots within the Properties, or until an earlier date as Declarant may determine. The Directors named in these Articles shall serve until the first election of Directors, and any vacancies in their number occurring before the first election shall be filled by the remaining Directors.

The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
KENNETH ENDELSON	Del Prado Circle South Boca Del Mar Boca Raton, Florida 33433
SHERRY ENDELSON	Del Prado Circle South Boca Del Mar Boca Raton, Florida 33433
STANLEY CHARLES	Del Prado Circle South Boca Del Mar Boca Raton, Florida 33433

ARTICLE VII

DISSOLUTION

In the event of the dissolution of the ASSOCIATION, other than incident to a merger or consolidation, the assets of the ASSOCIATION shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this ASSOCIATION was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

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ARTICLE VIII

DURATION

The corporation shall exist perpetually.

ARTICLE IX

AMENDMENTS

Amendment of these Articles shall require the assent of a majority of the entire membership.

ARTICLE X

SUBSCRIBERS

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

ARTICLE XI

OFFICERS

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

The names and addresses of the Officers who shall serve until their successors are designated by the Board of Directors are as follows:

President:	Kenneth Endelson
Vice-President:	Sherry Endelson
Secretary-Treasurer:	Stanley Charles

ARTICLE XII

The original By-laws of the Association shall be adopted by a majority vote of the Directors and thereafter such By-laws may be altered, rescinded, or amended at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

ARTICLE XIII

INDEMNIFICATION OF OFFICERS AND DIRECTORS

The ASSOCIATION shall indemnify any Director or officer of the ASSOCIATION who is made a party or is threatened to be made a party

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BEACH REC

5.

to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director or officer of the ASSOCIATION or is or was serving at the request of the ASSOCIATION as a Director, officer, employee or agent of another corporation, association, partnership, joint venture, trust or other enterprise:

(a) against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with an action, suit or proceeding (other than one by or in the right of the ASSOCIATION) if he acted in good faith, and, with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful; and,

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

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

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

Any indemnification under this ARTICLE XIII (unless ordered by a court) shall be made by the ASSOCIATION only as authorized in the

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

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

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

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

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

Any person requesting indemnification shall first look to any insurance maintained by the ASSOCIATION for indemnification against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement (as described above). The ASSOCIATION shall be obligated to indemnify such person (if entitled to indemnification by the ASSOCIATION) only to the extent such insurance does not indemnify such person. In the event that any expenses, judgments, fines or amounts paid in settlement are paid pursuant to insurance maintained by such ASSOCIATION, the ASSOCIATION shall have no obligation to reimburse the insurance company.

#### ARTICLE XIV

##### TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

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

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

IN WITNESS WHEREOF, for the purpose of forming this corporation under the Laws of the State of Florida, we, the undersigned, constituting

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This is not a

the incorporators of this ASSOCIATION, have executed these Articles of Incorporation this 28th day of December, 1978.

*Kenneth Endelson*

Kenneth Endelson

*Sherry Endelson*

Sherry Endelson

*Stanley Charles*

Stanley Charles

STATE OF FLORIDA I  
COUNTY OF PALM BEACH I SS.

I HEREBY CERTIFY that on this 28 day of December, 1978, personally appeared before me Kenneth Endelson, Sherry Endelson, Stanley Charles, to me personally known and they acknowledged before me that they executed the foregoing Articles of Incorporation for the uses and purposes therein expressed.

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

*Joan G. Gledhill*

NOTARY PUBLIC - State of Florida at Large

(NOTARIAL SEAL)

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES AUG. 23 1982  
BONDED THRU GENERAL INS. UNDERWRITERS



I HEREBY ACCEPT MY DESIGNATION AS REGISTERED AGENT

*Kenneth Endelson*

Kenneth Endelson

SWORN TO AND SUBSCRIBED BEFORE ME  
this 28 day of December, 1978.

*Joan G. Gledhill*  
NOTARY PUBLIC - State of Florida at Large

My Commission Expires: PALM OFF 3002 PAGE 1306  
DEACH REC

(NOTARIAL SEAL)

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES AUG. 23 1982  
BONDED THRU GENERAL INS. UNDERWRITERS



EXHIBIT C

BYLAWS

[ATTACHED]

*This is not a certified copy*

BY-LAWS  
OF  
SIERRA DEL MAR PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE I  
NAME AND LOCATION

The name of the corporation is SIERRA DEL MAR PROPERTY OWNERS ASSOCIATION, INC., hereinafter referred to as the "ASSOCIATION". The principal office of the corporation shall be located at Del Prado Circle South, Boca Del Mar, Boca Raton, Florida 33433, but meetings of members and directors may be held at such places within the State of Florida, County of Palm Beach, as may be designated by the Board of Directors.

ARTICLE II  
DEFINITIONS

The definitions of words as defined in the Declaration of Covenants, Conditions and Restrictions applicable to the property which is described in ARTICLE III of the ARTICLES OF INCORPORATION of the ASSOCIATION and recorded in the Public Records of Palm Beach County, Florida, are incorporated herein by reference and made a part hereof.

ARTICLE III  
MEETING OF MEMBERS

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

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EXHIBIT C

legal holiday.

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

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

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-third (1/3) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

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

#### ARTICLE IV

##### BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 1. Number. The affairs of this ASSOCIATION shall be managed by a Board of Directors consisting of not

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BEACH REC 3002 PAGE 1308



less than three (3) nor more than five (5) persons who need not be members of the ASSOCIATION. The first Board shall consist of three members. Thereafter the number of directors may be increased to a maximum of five (5) by a majority vote of the Board of Directors.

Section 2. Term of Office. Except for the first Board, all directors shall be elected at each annual meeting of the members of the ASSOCIATION for the term of one year.

Section 3. Removal. At such time as the members of the Association are permitted to elect Directors any director may be removed from the Board with or without cause, by a majority vote of the members of the ASSOCIATION. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

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

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

#### ARTICLE V

##### NOMINATION AND ELECTION OF DIRECTORS

At such time as members of the Association are permitted to elect Directors, the nomination and election of Directors shall be conducted as follows:

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman,

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

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

#### ARTICLE VI

#### MEETINGS OF DIRECTORS

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

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

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the

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directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have

power to:

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

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

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

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

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

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

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

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

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

(c) as more fully provided in the Declaration,

to:

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

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days after due date.

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

(e) procure and maintain adequate liability, hazard, property and/or casualty insurance on property owned by the Association.

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

(g) cause the Common Area and wooden exterior surfaces of the fences and dwellings to be maintained as provided in ARTICLE VI of the Declaration.

#### ARTICLE VIII

##### OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this ASSOCIATION shall be a president and vice-president,

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6.

who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

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

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

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

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

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

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

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

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PRESIDENT

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

VICE-PRESIDENT

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

SECRETARY

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

TREASURER

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

ARTICLE IX

COMMITTEES

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

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ARTICLE X

BOOKS AND RECORDS

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

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the ASSOCIATION annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the highest rate allowable by law, and the ASSOCIATION may bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the property, and interest, costs, and reasonable attorneys' fees incurred by the ASSOCIATION in connection with collection and/or appeal shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, Limited Common Area, or abandonment of his Lot.

ARTICLE XII

CORPORATE SEAL

The ASSOCIATION shall have a seal in circular form having within its circumference the words: SIERRA DEL MAR PROPERTY OWNERS ASSOCIATION, INC., a Corporation Not for Profit, 1979.

ARTICLE XIII

AMENDMENTS

Section 1. The original By-laws of the Association shall be adopted by a majority vote of the Directors and thereafter such By-laws may be altered, rescinded, or amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present

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in person or by proxy.

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

ARTICLE XIV

MISCELLANEOUS

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

IN WITNESS WHEREOF, we, being all of the directors of SIERRA DEL MAR PROPERTY OWNERS ASSOCIATION, INC., have hereunto set our hands this 30 day of January, 1979.

Kenneth Endelson  
Kenneth Endelson

Sherry Endelson  
Sherry Endelson

Stanley Charles  
Stanley Charles

STATE OF FLORIDA X  
COUNTY OF PALM BEACH X

I HEREBY CERTIFY that on this 30 day of January, 1979, personally appeared before me KENNETH ENDELSON, SHERRY ENDELSON, and STANLEY CHARLES, to me personally known and they acknowledged before me that they executed the foregoing By-laws for the uses and purposes therein expressed.

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

Joan J. Juk  
Notary Public, State of Florida at Large  
My Commission Expires: \_\_\_\_\_

(NOTARIAL SEAL)



NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES AUG. 23 1982  
BONDED THRU GENERAL INS. UNDERWRITERS

PALM BEACH REC 3002 PAGE 1316



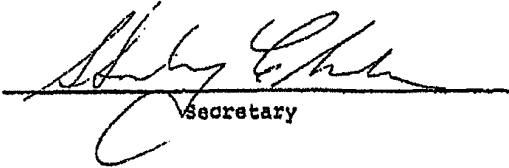
CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of SIERRA DEL MAR PROPERTY OWNERS ASSOCIATION, INC., a Corporation Not for Profit, existing under the Laws of the State of Florida; and,

That the foregoing By-laws constitute the original By-laws of said ASSOCIATION, as duly adopted at a meeting of the Board of Directors thereof, held on the 30 day of January, 1979.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said ASSOCIATION this 30 day of January, 1979.

  
Secretary

This is not a certified copy

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*J.E. Scanton & Croyle  
1900 Alhambra Rd #352  
Boca Raton, FL 33431*

Apr-27-2000 02:42pm 00-156415  
ORB 1 1746 Pg 878

**CERTIFICATE OF AMENDMENT  
TO THE BY-LAWS OF SIERRA DEL MAR  
(AS ORIGINALLY RECORDED IN OFFICIAL  
RECORDS BOOK 3002, AT PAGE 1285 OF  
THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA)**

*This is a Certified Copy*

WE HEREBY CERTIFY that the attached Amendment to Article of the By-Laws for the Sierra Del Mar Property Owners Association, Inc. was duly adopted in the manner provided in Florida Statute 617.0701(4)(a) through (f) inclusive, that is, by the written affirmative majority vote of the entire membership of the Association in conformity with the statute, as recorded in the books and records of the corporation.

IN WITNESS WHEREOF, this document has been executed this 20<sup>th</sup> day of April, 2000.

SIERRA DEL MAR PROPERTY OWNERS  
ASSOCIATION, INC., a Florida Not-for-Profit  
Corporation

BY: *John D. Nicewonger*  
JOHN D. NICEWONGER, PRESIDENT

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of April, 2000, by JOHN D. NICEWONGER, President, of Sierra Del Mar Property Owners Association, Inc., who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (~~did not~~) take an oath.

PHILIP J. CROYLE  
Notary Public - State of Florida  
My Commission Expires Jun 14, 2002  
Commission # CC751087

*[Signature]*  
Notary Public

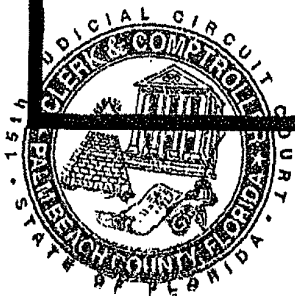
**AMENDMENT TO ARTICLE XI OF THE BY-LAWS OF  
SIERRA DEL MAR PROPERTY OWNERS ASSOCIATION, INC.**

Words underlined denote additions.  
Words ~~stricken~~ denote deletions.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the ASSOCIATION annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent, which is defined as remaining unpaid beyond the 10<sup>th</sup> day following the due date. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date of delinquency at the highest rate allowable by law, and the ASSOCIATION may bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the property, and interest, costs, and reasonable attorneys' fees incurred by the ASSOCIATION in connection with collection and/or appeal shall be added to the amount of such assessment. No Owner may waiver or otherwise escape liability for the assessments provided for herein by non-use of the common Area, Limited Common Area, or abandonment of his Lot. In addition to the foregoing remedies, the Board of Directors may assess a "late charge", not in excess of twenty (\$20.00) dollars for each monthly or special assessment which is unpaid more than ten (10) days beyond the due date delinquent, for the purpose of defraying the additional collection costs.



I hereby certify that the foregoing is a true copy  
of the record in my office this day, Oct 05, 2012.  
Sharon R. Bock, Clerk Circuit Court, Palm Beach County, Florida  
BY *Sharon R. Bock* Deputy Clerk

**CERTIFICATE OF AMENDMENT  
TO THE BY-LAWS OF SIERRA DEL MAR  
(AS ORIGINALLY RECORDED IN OFFICIAL  
RECORDS BOOK 3002, AT PAGE 1285 OF  
THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA)**

This is a Certified Copy

WE HEREBY CERTIFY that the attached Amendments to Article IV and XI of the By-Laws for the Sierra Del Mar Property Owners Association, Inc. was duly adopted in the manner provided in Article XIII, Section 1 of the By-Laws, that is, by the affirmative majority vote of a quorum of the Owners of Sierra Del Mar present in person or by proxy at a regular or special meeting of the members, as recorded in the books and records of the corporation.

IN WITNESS WHEREOF, this document has been executed this 18<sup>th</sup> day of February, 2000.

SIERRA DEL MAR PROPERTY OWNERS ASSOCIATION, INC., a Florida Not-for-Profit Corporation

BY: John D. Nicewonger  
JOHN D. NICEWONGER, PRESIDENT

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of February, 2000, by JOHN D. NICEWONGER, President, of Sierra Del Mar Property Owners Association, Inc., who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

Philip Croyle  
1900 GLADES ROAD SUITE 352  
BOCA RATON, FLORIDA 33431

[Signature]  
Notary Public

PHILIP J. CROYLE  
Notary Public - State of Florida  
My Commission Expires Jun 14, 2002  
Commission # CC751067

**AMENDMENT TO ARTICLE IV, SECTION 1 OF THE BY-LAWS OF  
SIERRA DEL MAR PROPERTY OWNERS ASSOCIATION, INC.**

Words underlined denote additions.

Words ~~stricken~~ denote deletions.

**ARTICLE IV**

**BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE**

Section 1. Number. The affairs of this ASSOCIATION shall be managed by a Board of Directors consisting of not less than seven (7) persons ~~three (3) nor more than five (5)~~ persons who ~~need not~~ be members of the ASSOCIATION. The first Board shall consist of ~~three members.~~ Thereafter the number of directors may be increased to a maximum of five (5) by a majority vote of the Board of Directors.

AMENDMENT TO ARTICLE XI OF THE BY-LAWS OF  
SIERRA DEL MAR PROPERTY OWNERS ASSOCIATION, INC.

Words underlined denote additions.

Words ~~stricken~~ denote deletions.

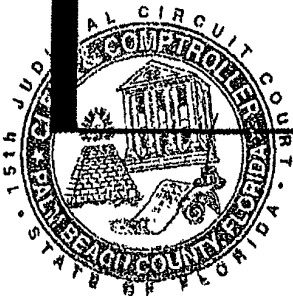
ARTICLE XI

ASSESSMENTS

[Other than the following ADDITIONAL PROVISIONS, no other amendments of any kind are made to ARTICLE XI.]

. . . In addition to the foregoing remedies, the Board of Directors may assess a "late charge", not in excess of twenty (\$20.00) dollars for each monthly or special assessment which is more than ten (10) days delinquent, for the purpose of defraying the additional collection costs.

This is not a certified copy



I hereby certify that the foregoing is a true copy  
of the record in my office this day, Oct 05, 2012.  
Sharon R. Bock, Clerk Circuit Court, Palm Beach County, Florida  
BY Smaly W. W. Deputy Clerk

DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
SIERRA DEL MAR

THIS DECLARATION, made by HOUSING ADVENTURES, INC., a Florida corporation, hereinafter referred to as "Declarant",

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in Palm Beach County, Florida, more particularly described in EXHIBIT A affixed hereto and made a part hereof, and is desirous of subjecting such real property to the covenants, conditions and restrictions hereinafter set forth, each and all of which are for the benefit of such property and each present and future owner and shall apply and bind every present and future owner of said property and their heirs, successors and assigns; and,

NOW, THEREFORE, Declarant hereby declares that the real property described in EXHIBIT A is and shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth:

ARTICLE I  
DEFINITIONS

Section 1. "Association" shall mean and refer to SIERRA DEL MAR PROPERTY OWNERS ASSOCIATION, INC., its successors and assigns.

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

Section 3. "Properties" shall mean and refer to that certain real property described in EXHIBIT A affixed hereto and made a part hereof, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (and interests therein and improvements thereto) and personal property owned or leased by or dedicated to the Association for the common use and enjoyment of the owners. The Common Area to be owned by and dedicated to the Association at the time of the conveyance of the first Lot includes the areas designated PARCELS "A", "B", "C", "D", "E", "F", "G", "H", "I", "J", "K", "L" and "M", which consist of Street Rights-of-Way, Landscape Areas, Pedestrian Ways and Parking Tracts, all in accordance with the Plat for SIERRA DEL MAR, as filed

PREPARED BY:  
Jeffrey D. Kneen, Esquire  
Levy, Plisco, Perry, Shapiro,  
Kneen & Kingcade, P.A.  
P. O. Box 1151  
Palm Beach, Florida 33480

PLEASE RETURN TO: ✓  
Jeffrey D. Kneen, Esq.  
P.O. Box 1151  
Palm Beach, Fla. 33480

PALM BEACH REC 3002 PAGE 1285

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103,60

in Plat Book 34, Pages 190 and 191, in the Public Records of Palm Beach County, Florida.

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

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

Section 7. "Articles and By-Laws". It is intended that Articles of Incorporation for the Association be filed with the Florida Secretary of State, substantially in the form attached hereto as EXHIBIT B, and By-laws for the Association be adopted substantially in the form attached hereto as EXHIBIT C.

#### ARTICLE II

##### ANNEXATION

Section 1. Until such time as Class B Membership to the Association has ceased pursuant to the provisions of ARTICLE IV hereof, additional residential property and/or Common Area may be annexed to the Properties with the consent and approval of the majority of the Class B Members. No consent from any other party, including Class A Members, or any mortgagees of any lots, shall be required. Such annexed lands shall be brought within the scheme of this Declaration by the recording of a short form Notice of Declaration that shall be executed by a majority of the Class B Members in the Public Records of Palm Beach County, Florida. The short form of Declaration shall refer to this Declaration and shall, unless specifically otherwise provided, incorporate by reference all the terms, protective covenants and conditions of this Declaration, thereby subjecting said annexed lands to such terms, covenants, conditions and restrictions as fully as though said annexed lands were described herein as a portion of the properties. Such Notice of Declaration may contain such additions or modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the difference character, if any, of the added land and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such a Notice of Declaration revoke, modify or add to the covenants established by this Declaration as to the Properties.

Section 2. At such time as Class B Membership has ceased pursuant to the provisions of ARTICLE IV hereof, additional lands may be annexed with the consent of two-thirds (2/3rds) of the vote of the membership in the Association.

#### ARTICLE III

##### PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area, for



its intended purpose, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

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

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

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

Section 2. Delegation of Use. Any Owner may delegate by written instrument to the Association his right of enjoyment to the Common Area and facilities to specified members of his family, his tenants, or contract purchasers who reside on the property.

#### ARTICLE IV

##### MEMBERSHIP AND VOTING RIGHTS

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

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

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

Class B. The Class B member(s) shall be the Declarant and shall be entitled to five (5) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) On December 31, 1988; or
- (c) Such earlier date as Declarant may determine.

ARTICLE V

COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due, as well as his heirs, devisees, personal representatives, successors and/or assigns.

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

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

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

Section 5. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to each Lot on the first day of the month following the issuance of a Certificate of Occupancy for such Lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year after such date. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of

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

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

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

#### ARTICLE VI

##### MAINTENANCE OBLIGATION OF ASSOCIATION

The Association shall at all times maintain the Common Area (including any improvements placed thereon) in good condition and repair. Further, the Association shall maintain, repair and replace the wooden fences initially constructed on each Lot and maintain the finish of the exterior wooden surfaces, including the roof, of the dwellings initially constructed on each Lot.

#### ARTICLE VII

##### EXTERIOR MAINTENANCE

In the event an Owner of any Lot in the Properties shall fail to reasonably maintain the premises and the improvements situated thereon commensurate with the neighborhood, the Association, after approval by two-thirds (2/3) vote of the Board of Directors and ten (10) days

prior written notice, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance, plus reasonable costs to the Association, shall be added to and become part of the assessment to which such Lot is subject.

#### ARTICLE VIII

##### ROOF MAINTENANCE AND ROOF EASEMENT

Section 1. In the event a roof extends over two or more Lots, and a portion of one Owner's roof requires replacement, cleaning or maintenance, then all roofs must be replaced, cleaned or maintained uniformly and at the same time as such is necessary in order to maintain an attractive, uniform roof appearance. In the event such roofs require any repairs, cleaning or maintenance, all Owners shall share equally in any required costs, provided, however, that in the event of damage or destruction which is confined to the roof area wholly within the dimensions of a single Lot the repair or replacement shall be at the expense of the said Lot Owner. If the damage or destruction of adjacent roof areas is caused by the negligence or wilful misconduct of any one Owner, such negligent Owner shall bear the entire cost of repair or replacement. If any Owner shall neglect or refuse to pay his share, or all of such cost in case of negligence or wilful misconduct, any other affected Owner may have such roof repaired or replaced and shall be entitled to file a lien on the Lot of the other Owner so failing to pay for the amount of such defaulting Owner's share of the repair or replacement cost plus attorneys' fees and costs. If an Owner shall give, or shall have given a mortgage or mortgages upon his property, 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 repairs hereunder and not reimbursed to said mortgagee by the Owners.

Section 2. In the event any portion of a roof of a dwelling overhangs upon an adjacent Lot or dwelling, then an easement for such encroachment shall exist for so long as the overhang shall exist.

#### ARTICLE IX

##### ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties nor shall any exterior addition to or change or alteration to the fence, Lot or dwelling be made by Owners other than Declarant until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board and who shall serve at the pleasure

of the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

#### ARTICLE X

##### PARTY WALLS

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

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared equally by the Owners of the lots abutting same.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner of an adjoining Lot may restore it, and in the event the cost thereof is in excess of the insurance proceeds, the Owners of the other adjoining Lot 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.

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

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

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

#### ARTICLE XI

##### RIGHTS OF DECLARANT

Section 1. Sales Office. For as long as the Declarant owns any property affected by this Declaration or any property within the development known as "BOCA DEL MAR", Boca Raton, Florida, the Declarant shall have the right to transact any business necessary to consummate

sales of any said property and/or improvements thereon, including but not limited to the right to maintain model dwellings, have signs, employees in the offices, use the Common Area, and show dwellings. Sales Office signs and all items pertaining to sales shall remain the property of the Declarant.

Section 2. Easements. For a period of ten (10) years, commencing upon the recordation of this Declaration, Declarant reserves the right to grant, in its sole discretion, easements for ingress and egress and for drainage and utilities service over, upon and across the Properties, so long as any said easements do not run under any residences on the Lots nor interfere with the intended uses of any portion of the Properties.

ARTICLE XII  
ASSIGNMENT OF POWERS

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

ARTICLE XIII  
PROHIBITED USES

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

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

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

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

Section 5. No swimming pool or appurtenant pump house shall be constructed, erected or maintained such that it is visible from any

street without prior approval of the Architectural Committee.

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

Section 7. No recreational vehicles, boats, trailers, or business vehicles shall be parked on the Properties except in the Owner's garage.

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

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

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

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

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

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

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

Section 15. No Owner of any Lot shall change the existing color on his respective dwelling unless obtaining prior approval from the Architectural Committee established herein, and in the manner set forth by the Rules of said Architectural Committee.

Section 16. No air conditioning units are to be installed except as authorized, in writing, by the Board of Directors of the Association.

Section 17. No television or other antennae shall be installed on the exterior of any dwelling except as authorized, in writing, by the Board of Directors of the Association.

Section 18. No dwelling may be rented or leased to any person except upon the following terms or conditions:

(a) The lease must be a written lease having a term of not less than one month. There shall be a maximum of three (3) leases in any twelve (12) month period.

(b) The lease must incorporate by reference these covenants and restrictions and specifically provide that the lessee must abide by the terms and conditions hereof.

(c) No lease shall be effective prior to approval thereof by the Board of Directors of the Association.

Section 19. The following restrictions set forth in this ARTICLE XIII shall not apply to Declarant or its agents, employees, successors or assigns during the period of construction and sales of the Properties: Sections 1, 2, 7, 9, 10, 11, 12, 15 and 18.

ARTICLE XIV  
GENERAL PROVISIONS

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

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended at any time and from time to time upon the execution and recordation of an instrument executed by Owners who are entitled to vote a majority of all votes of the Association, PROVIDED that so long as the Declarant is the Owner of any Lot or other property affected by this Declaration or amendment thereto, the Declarant's consent must be obtained. The Declarant shall have the right at any time within five years from the date hereof to amend this Declaration to correct scrivener's errors or to clarify any ambiguities determined to exist herein. No amendment shall alter the subordination provisions of this Declaration without the prior approval of any



mortgagee enjoying such protection.

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

Section 5. Reconstruction of Dwelling. In the event a dwelling constructed on a Lot is destroyed or removed by or for any cause, said dwelling shall be reconstructed by the Owner thereof in accordance with the original plans and specifications for the dwelling so destroyed or removed, subject to any changes required by the governmental authorities having jurisdiction thereover. The dimensions of the replacement dwelling shall not exceed the dimensions of the previous dwelling. Said Owner shall have the rights of contribution toward the reconstruction costs from the Owner of the adjacent, attached dwelling, if any, as provided in ARTICLES VIII and X hereof.

Section 6. Open Space. No portion of the Properties containing "open space" in accordance with the Plat of the Properties filed in the Public Records of Palm Beach County, Florida, may be vacated in whole or part unless the entire plat is vacated.

Section 7. Insurance. Every Owner shall purchase and maintain their own policy of fire and standard extended coverage insurance on the dwelling and other insurable improvements situated upon said Owner's Lot in an amount not less than the maximum insurable replacement value thereof. A certificate issued by the insurance company shall at all times be kept on file with the Association by every Owner. Failure of any Owner to so provide the Association with such certificate verifying the insurance is in full force and effect, after ten days' prior written notice, shall authorize the Association to procure such insurance at the cost and expense of said Owner who shall be obligated to pay the Association immediately upon presentation of the bill. Such cost and expense shall be a charge on the Lot and shall be a continuing lien thereon until paid. If not paid within ten days following presentation by the Association, the Association may enforce payment in the same manner as enforcement of assessments provided in Section 6 of Article V hereof, including collection of interest, at the highest rate allowable by law, from the due date and attorneys' fees required to collect same. The subordination provisions of Section 7, Article V, shall apply to said lien.

#### ARTICLE XV

#### STREET LIGHTING

The Association shall pay the periodic charges for the street lighting within this Subdivision which shall be a portion of the annual assessment against each Lot. Declarant has advanced the necessary funds required by Florida Power and Light Company (FP&L) for the installation of said street lighting. It is the policy of

FP&L to reimburse said funds to the Association in ten (10) equal annual installments. The Association shall return said funds to Declarant as received from FP&L and accordingly has executed a promissory note to Declarant promising to do so, as set forth in EXHIBIT D attached hereto.

ARTICLE XVI  
SPRINKLER SYSTEM

A portion of the lawn sprinkler system initially installed on each Lot extends beyond the boundary line of the Lot to a portion of the Common Area which is a strip of grass area between said boundary line and the internal streets of this subdivision. Each Owner shall at his own expense keep his sprinkler system in good operating condition and shall be required to operate such in the front yard of his Lot and in said strip of grass area as may be reasonably required by the Association.

IN WITNESS WHEREOF, the undersigned, being the DECLARANT herein, has hereunto set its hand and seal this 30 day of January, 1979, 19\_\_.

HOUSING ADVENTURES, INC.

By Kenneth M. Endelcord  
Its ~~President~~ President

DECLARANT

STATE OF FLORIDA  
COUNTY OF PALM BEACH

X  
: SS.  
X

Before me personally appeared Kenneth M. Endelcord as ~~President~~ President of HOUSING ADVENTURES, INC., to me well known and known to me to be the individual described in and who executed the foregoing instrument as ~~President~~ President of said corporation, and he acknowledged to and before me that he executed such instrument as such ~~President~~ President of said corporation and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this 30 day of January, 1979.

James G. Jackson  
Notary Public, State of Florida at  
Large

(NOTARIAL IMPRESSION SEAL) My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT-LARGE  
MY COMMISSION EXPIRES AUG. 23 1982  
BONDED THRU GENERAL INS. UNDERWRITERS

LEGAL DESCRIPTION

A portion of Tract 6 of BOCA DEL MAR NO. 5, in Section 21, Township 47 South, Range 42 East, shown on the plat as recorded in Plat Book 30, Pages 127-128 of the Public Records of Palm Beach County, Florida, said portion of Tract 6 being more particularly described as follows:

BEGINNING at the Southeast corner of said Tract 6, thence run N 00° 32' 15" W, an assumed bearing, a distance of 390.00 feet to a point of curve, being concave to the Southwest, having a central angle of 92° 19' 09" and a radius of 150.00 feet; thence run Northwesterly along the arc of said curve, an arc distance of 241.69 feet to the end of said curve; thence run S 87° 08' 36" W, a distance of 925.00 feet to a point; thence run S 02° 51' 24" E a distance of 513.99 feet to a point; thence run N 80° 30' 00" E, a distance of 392.58 feet to a point of curve concave to the south, having a central angle of 31° 00' 00" and a radius of 1472.39 feet; thence run easterly along the arc of said curve, thru an angle of 26° 26' 45", an arc distance of 679.61 feet to a point being the POINT OF BEGINNING of this parcel lying and being in Palm Beach County, Florida, containing 11.93 acres more or less.

ALSO KNOWN AS the Plat of Sierra Del Mar in accordance with the plat thereof recorded in Plat Book 34, Pages 190 and 191, Public Records of Palm Beach County, Florida.

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EXHIBIT A

ARTICLES OF INCORPORATION

OF

SIERRA DEL MAR PROPERTY OWNERS ASSOCIATION, INC.  
(a Corporation Not For Profit)

FILED  
JAN 16 12 20 PM '79  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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

ARTICLE I

The name of the corporation is SIERRA DEL MAR PROPERTY OWNERS ASSOCIATION, INC., hereafter called the "ASSOCIATION".

ARTICLE II

The street address of the registered office of the ASSOCIATION is Del Prado Circle South, Boca Del Mar, Boca Raton, Florida 33433, and the name of the registered agent is Kenneth Endelson.

ARTICLE III

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence Lots and Common Area within that certain real property described in the Declaration of Covenants, Conditions and Restrictions to which these Articles of Incorporation are attached as EXHIBIT B, as recorded in the Public Records of Palm Beach County, Florida, (hereinafter referred to as the "DECLARATION"), and such additions thereto as may be brought within the jurisdiction of the ASSOCIATION, and to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this ASSOCIATION for this purpose to:

- (a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the ASSOCIATION as set forth in the DECLARATION as recorded in the Public Records of Palm Beach County, Florida, and as the same may be amended

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EXHIBIT B

from time to time as therein provided, said DECLARATION being incorporated herein as if set forth at length;

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

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

(d) Borrow money, and with the assent of two-thirds (2/3rds) of each class of members at a duly called meeting of the ASSOCIATION, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) Dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless a vote of two-thirds of each class of members, agreeing to such dedication, sale or transfer has been obtained at a duly called meeting of the ASSOCIATION, and unless prior written consent of Declarant is obtained for so long as Declarant owns a Lot.

(f) Participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3rds) of each class of members at a duly called meeting of the ASSOCIATION, except as otherwise

provided in ARTICLE II of the DECLARATION.

(g) have and to exercise any and all powers, rights and privileges which a non-profit corporation organized under the laws of the State of Florida may now or hereafter have or exercise.

(h) To enter into agreements for the provisions of services to the members, including but not limited to, utility services and refuse removal.

#### ARTICLE IV

#### MEMBERSHIP

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

#### ARTICLE V

#### VOTING RIGHTS

The ASSOCIATION shall have two classes of voting membership:

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

Class B. The Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to five (5) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or,
- (b) On December 31, 1988.
- (c) Such earlier date as Declarant may determine.

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ARTICLE VI

BOARD OF DIRECTORS

The affairs of this ASSOCIATION shall be managed by a Board of Directors consisting of not less than three (3) nor more than five (5) persons who need not be members of the ASSOCIATION. The first Board shall consist of three (3) members. Thereafter the number of Directors may be increased to a maximum of five (5) by a majority vote of the Board of Directors.

The first election of Directors shall not be held until after the Declarant has closed the sales of all of the Lots within the Properties, or until an earlier date as Declarant may determine. The Directors named in these Articles shall serve until the first election of Directors, and any vacancies in their number occurring before the first election shall be filled by the remaining Directors.

The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
KENNETH ENDELSON	Del Prado Circle South Boca Del Mar Boca Raton, Florida 33433
SHERRY ENDELSON	Del Prado Circle South Boca Del Mar Boca Raton, Florida 33433
STANLEY CHARLES	Del Prado Circle South Boca Del Mar Boca Raton, Florida 33433

ARTICLE VII

DISSOLUTION

In the event of the dissolution of the ASSOCIATION, other than incident to a merger or consolidation, the assets of the ASSOCIATION shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this ASSOCIATION was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE VIII

DURATION

The corporation shall exist perpetually.

ARTICLE IX

AMENDMENTS

Amendment of these Articles shall require the assent of a majority of the entire membership.

ARTICLE X

SUBSCRIBERS

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

ARTICLE XI

OFFICERS

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

The names and addresses of the Officers who shall serve until their successors are designated by the Board of Directors are as follow:

President:	Kenneth Endelson
Vice-President:	Sherry Endelson
Secretary-Treasurer:	Stanley Charles

ARTICLE XII

The original By-laws of the Association shall be adopted by a majority vote of the Directors and thereafter such By-laws may be altered, rescinded, or amended at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

ARTICLE XIII

INDEMNIFICATION OF OFFICERS AND DIRECTORS

The ASSOCIATION shall indemnify any Director or officer of the ASSOCIATION who is made a party or is threatened to be made a party



to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director or officer of the ASSOCIATION or is or was serving at the request of the ASSOCIATION as a Director, officer, employee or agent of another corporation, association, partnership, joint venture, trust or other enterprise:

(a) against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with an action, suit or proceeding (other than one by or in the right of the ASSOCIATION) if he acted in good faith, and, with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful; and,

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

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

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

Any indemnification under this ARTICLE XIII (unless ordered by a court) shall be made by the ASSOCIATION only as authorized in the

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

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

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

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

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

Any person requesting indemnification shall first look to any insurance maintained by the ASSOCIATION for indemnification against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement (as described above). The ASSOCIATION shall be obligated to indemnify such person (if entitled to indemnification by the ASSOCIATION) only to the extent such insurance does not indemnify such person. In the event that any expenses, judgments, fines or amounts paid in settlement are paid pursuant to insurance maintained by such ASSOCIATION, the ASSOCIATION shall have no obligation to reimburse the insurance company.

#### ARTICLE XIV

##### TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

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

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

IN WITNESS WHEREOF, for the purpose of forming this corporation under the Laws of the State of Florida, we, the undersigned, constituting

the incorporators of this ASSOCIATION, have executed these Articles of Incorporation this 28<sup>th</sup> day of December, 1978.

This is not a contract

Kenneth Endelson

Kenneth Endelson

Sherry Endelson

Sherry Endelson

Stanley Charles

Stanley Charles

STATE OF FLORIDA  
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this 28 day of December, 1978, personally appeared before me Kenneth Endelson, Sherry Endelson, Stanley Charles, to me personally known and they acknowledged before me that they executed the foregoing Articles of Incorporation for the uses and purposes therein expressed.

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

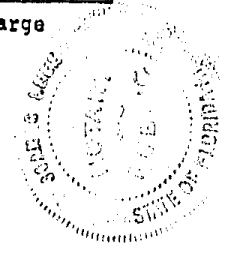
Jean G. Cook

NOTARY PUBLIC - State of Florida at Large

(NOTARIAL SEAL)

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES AUG. 23, 1982  
BONDED THRU GENERAL INS. UNDERWRITERS



I HEREBY ACCEPT MY DESIGNATION AS REGISTERED AGENT

Kenneth Endelson

Kenneth Endelson

SWORN TO AND SUBSCRIBED BEFORE ME this 28 day of December, 1978.

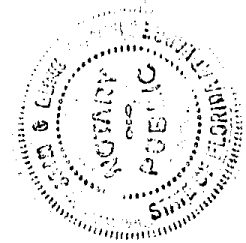
Jean G. Cook

NOTARY PUBLIC - State of Florida at Large

My Commission Expires: PALM OFF BEACH REC 3002 PAGE 1306

(NOTARIAL SEAL)

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES AUG. 23, 1982  
BONDED THRU GENERAL INS. UNDERWRITERS



BY-LAWS  
OF  
SIERRA DEL MAR PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE I  
NAME AND LOCATION

The name of the corporation is SIERRA DEL MAR PROPERTY OWNERS ASSOCIATION, INC., hereinafter referred to as the "ASSOCIATION". The principal office of the corporation shall be located at Del Prado Circle South, Boca Del Mar, Boca Raton, Florida 33433, but meetings of members and directors may be held at such places within the State of Florida, County of Palm Beach, as may be designated by the Board of Directors.

ARTICLE II  
DEFINITIONS

The definitions of words as defined in the Declaration of Covenants, Conditions and Restrictions applicable to the property which is described in ARTICLE III of the ARTICLES OF INCORPORATION of the ASSOCIATION and recorded in the Public Records of Palm Beach County, Florida, are incorporated herein by reference and made a part hereof.

ARTICLE III  
MEETING OF MEMBERS

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

legal holiday.

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

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

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-third (1/3) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

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

#### ARTICLE IV

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

Section 1. Number. The affairs of this ASSOCIATION shall be managed by a Board of Directors consisting of not

less than three (3) nor more than five (5) persons who need not be members of the ASSOCIATION. The first Board shall consist of three members. Thereafter the number of directors may be increased to a maximum of five (5) by a majority vote of the Board of Directors.

Section 2. Term of Office. Except for the first Board, all directors shall be elected at each annual meeting of the members of the ASSOCIATION for the term of one year.

Section 3. Removal. At such time as the members of the Association are permitted to elect Directors any director may be removed from the Board with or without cause, by a majority vote of the members of the ASSOCIATION. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

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

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

#### ARTICLE V

##### NOMINATION AND ELECTION OF DIRECTORS

At such time as members of the Association are permitted to elect Directors, the nomination and election of Directors shall be conducted as follows:

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman,

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

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

#### ARTICLE VI

#### MEETINGS OF DIRECTORS

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

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

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the



directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

#### ARTICLE VII

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

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

- (a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) suspend the voting rights and right to use of the Common Area of a member during any period in which such member shall be in default in the payment of any assessment levied by the ASSOCIATION. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;
- (c) exercise for the ASSOCIATION all powers, duties and authority vested in or delegated to this ASSOCIATION and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;
- (d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and,
- (e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

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

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

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

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

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

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

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days after due date.

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

(e) procure and maintain adequate liability, hazard, property and/or casualty insurance on property owned by the Association.

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

(g) cause the Common Area and wooden exterior surfaces of the fences and dwellings to be maintained as provided in ARTICLE VI of the Declaration.

#### ARTICLE VIII

##### OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this ASSOCIATION shall be a president and vice-president,

who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

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

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

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

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

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

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

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

PRESIDENT

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

VICE-PRESIDENT

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

SECRETARY

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

TREASURER

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

ARTICLE IX

COMMITTEES

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

ARTICLE X

BOOKS AND RECORDS

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

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the ASSOCIATION annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the highest rate allowable by law, and the ASSOCIATION may bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the property, and interest, costs, and reasonable attorneys' fees incurred by the ASSOCIATION in connection with collection and/or appeal shall be added to the amount of such assessment. No Owner may waiver or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, Limited Common Area, or abandonment of his Lot.

ARTICLE XII

CORPORATE SEAL

The ASSOCIATION shall have a seal in circular form having within its circumference the words: SIERRA DEL MAR PROPERTY OWNERS ASSOCIATION, INC., a Corporation Not for Profit, 1979.

ARTICLE XIII

AMENDMENTS

Section 1. The original By-laws of the Association shall be adopted by a majority vote of the Directors and thereafter such By-laws may be altered, rescinded, or amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present

in person or by proxy.

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

ARTICLE XIV

MISCELLANEOUS

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

IN WITNESS WHEREOF, we, being all of the directors of SIERRA DEL MAR PROPERTY OWNERS ASSOCIATION, INC., have hereunto set our hands this 30 day of January, 1979.

Kenneth Endelson  
Kenneth Endelson

Sherry Endelson  
Sherry Endelson

Stanley Charles  
Stanley Charles

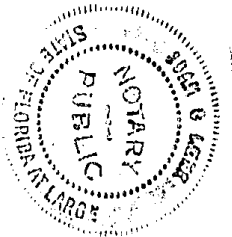
STATE OF FLORIDA X  
: SS.  
COUNTY OF PALM BEACH X

I HEREBY CERTIFY that on this 30 day of January, 1979, personally appeared before me KENNETH ENDELSON, SHERRY ENDELSON, and STANLEY CHARLES, to me personally known and they acknowledged before me that they executed the foregoing By-laws for the uses and purposes therein expressed.

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

Joan J. Luk  
Notary Public, State of Florida at Large  
My Commission Expires: \_\_\_\_\_

(NOTARIAL SEAL)



NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES AUG. 23 1982  
BONDED THRU GENERAL INS. UNDERWRITERS

PALM OFF 3002 PAGE 1316  
BEACH REC

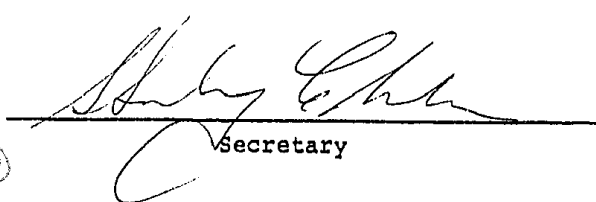
CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of SIERRA DEL MAR PROPERTY OWNERS ASSOCIATION, INC., a Corporation Not for Profit, existing under the Laws of the State of Florida; and,

That the foregoing By-laws constitute the original By-laws of said ASSOCIATION, as duly adopted at a meeting of the Board of Directors thereof, held on the 30 day of January, 1979.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said ASSOCIATION this 30 day of January, 1979.

  
Secretary

NOT a certified copy

PROMISSORY NOTE

\$ 7607.00

Date: 1/30/79

FOR VALUE RECEIVED, SIERRA DEL MAR PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation not for profit, promises to pay to the order of HOUSING ADVENTURES, INC., the principal sum of ~~seven thousand six hundred seven~~ seven thousand six hundred seven DOLLARS (\$ 7607.00), payable in lawful money of the United States at Del Prado Circle South, Boca Del Mar, Boca Raton, Florida, or as hereafter notified by HOUSING ADVENTURES, INC., being payable as follows:

Said principal shall be payable in ten (10) annual equal installments and shall be due within five (5) days from receipt by SIERRA DEL MAR PROPERTY OWNERS ASSOCIATION, INC. from Florida Power and Light Company of a similar sum of money to be paid by Florida Power and Light Company as reimbursement for the installation of a street lighting system within the SIERRA DEL MAR SUBDIVISION at Boca Del Mar, Boca Raton, Florida.

This note represents repayment to HOUSING ADVENTURES, INC. for the advancement of funds by it to Florida Power and Light Company for the installation of said street lighting system.

The maker hereof waives demand, protest and notice of maturity, non-payment or protest; and all requirements necessary to hold it liable as a maker.

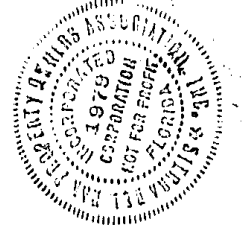
The maker further agrees to pay all costs of collection, including a reasonable attorneys' fee in case the principal of this note, or any payment on principal, or any interest thereon is not paid at the respective maturity date thereof, whether suit be brought or not.

In the event a payment is not paid when due, interest on said payment shall accrue at the highest rate allowable under Florida law until paid.

SIERRA DEL MAR PROPERTY OWNERS ASSOCIATION, INC.

By Kenneth M. Prohaska  
Its President

(SEAL)






**CERTIFICATE OF AMENDMENT  
TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF  
SIERRA DEL MAR  
(AS ORIGINALLY RECORDED IN OFFICIAL  
RECORDS BOOK 3002, AT PAGE 1285 OF  
THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA)**

**WE HEREBY CERTIFY** that the attached Amendment to Article IX of the Declaration of Covenants, Conditions and Restrictions for Sierra Del Mar was duly adopted in the manner provided in Article XIV, Section 3 of the Declaration, that is, by the affirmative majority vote of all of the Owners of Sierra Del Mar, as recorded in the books and records of the corporation.

**IN WITNESS WHEREOF**, this document has been executed this 18<sup>th</sup> day of February, 2000.

**SIERRA DEL MAR PROPERTY OWNERS  
ASSOCIATION, INC.**, a Florida Not-for-Profit  
Corporation

**BY:**

  
**JOHN D. NICEWONGER, PRESIDENT**

**STATE OF FLORIDA  
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of February, 2000, by **JOHN D. NICEWONGER, President**, of Sierra Del Mar Property Owners Association, Inc., who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

✓  
Scanlon & Croyle  
Attorneys at Law  
1900 Glades Rd. Suite 352  
Boca Raton, Fl. 33431-7333

  
Notary Public

**PHILIP J. CROYLE**  
Notary Public, State of Florida  
My Commission Expires Jun 14, 2002  
Commission # CC751087

**AMENDMENT TO ARTICLE IX OF THE DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR SIERRA DEL MAR**

**Words underlined denote additions.  
Words ~~stricken~~ denote deletions.**

**ARTICLE IX**

**ARCHITECTURAL CONTROL**

**[Other than the following ADDITIONAL PROVISION, no other amendment of any kind is made to the Article IX]**

**(a) All mailboxes and stanchions are to be standard and uniform with the original construction and shall keep a standard color.**



**AMENDMENT TO ARTICLE IV, SECTION 1 OF THE BY-LAWS OF  
SIERRA DEL MAR PROPERTY OWNERS ASSOCIATION, INC.**

Words underlined denote additions.

Words ~~stricken~~ denote deletions.

**ARTICLE IV**

**BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE**

Section 1. Number. The affairs of this ASSOCIATION shall be managed by a Board of Directors consisting of not less than seven (7) persons ~~three (3) nor more than five (5) persons who need not be members of the ASSOCIATION. The first Board shall consist of three members. Thereafter the number of directors may be increased to a maximum of five (5) by a majority vote of the Board of Directors.~~

This is not a certified copy

**AMENDMENT TO ARTICLE XI OF THE BY-LAWS OF  
SIERRA DEL MAR PROPERTY OWNERS ASSOCIATION, INC.**

Words underlined denote additions.

Words ~~stricken~~ denote deletions.

ARTICLE XI

ASSESSMENTS

[Other than the following ADDITIONAL PROVISIONS, no other amendments of any kind are made to ARTICLE XI.]

. . . In addition to the foregoing remedies, the Board of Directors may assess a "late charge", not in excess of twenty (\$20.00) dollars for each monthly or special assessment which is more than ten (10) days delinquent, for the purpose of defraying the additional collection costs.

This is not a certified copy

AMENDMENT  
TO THE  
DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
SIERRA DEL MAR

THIS AMENDMENT to the Declaration of Covenants, Conditions and Restrictions for Sierra Del Mar is herewith made by the owners of the Sierra Del Mar Property Owners Association pursuant to the Declaration of Covenants, Conditions and Restrictions for Sierra Del Mar as follows:

1. The Declaration of Covenants, Conditions and Restrictions for Sierra Del Mar as recorded in Official Records Book 3002, Page 1285 through 1297 of the Public Records of Palm Beach County, Florida, is hereby amended as to Article XIII, Section 7, by deleting existing Article XIII, Section 7, and adding the following:

Section 7. No recreation vehicles, boats, trailers, or business vehicles shall be parked on the properties except in the owner's garage.

No recreation vehicles, boats, trailers, business vehicles, automobiles, trucks, vans or any other motorized vehicle shall be parked on the grass within the properties. Any such vehicle parked on the grass within the properties shall be removed from the properties and towed by the Association at the expense of the owner to such place chosen as designated by the person or entity removing or towing said vehicle.

No recreation vehicles, boats, trailers, business vehicles, automobiles, trucks, vans or any other motorized vehicle shall be parked on the swale or street for continuous period in excess of seventy-two (72) hours. The Association shall give notice to the owner of any such vehicle parked on the swale or street, which is deemed to be prohibited, notice to remove said vehicle and that if said vehicle is not so removed within seventy-two (72) hours from giving of notice, that the

RONALD A. LUZIM  
A PROFESSIONAL ASSOCIATION  
SUITE 201  
9337 WEST SAMPLE ROAD  
CORAL SPRINGS, FLORIDA 33065

**RECORDER'S MEMO: Legibility  
of Writing, Typing or Printing  
unsatisfactory in this document  
when received.**

Association shall remove or tow said vehicle at the owner's expense to such location and place as the person or entity removing or towing said vehicle shall determine.

2. Except as provided hereinabove, all of the terms, conditions, paragraphs and subparts of the Declaration of Covenants, Conditions and Restrictions for Sierra Del Mar not inconsistent herewith is readopted, reaffirmed, realleged with the same force and effect as is separately set forth and numbered herein.

IN WITNESS WHEREOF, The Sierra Del Mar Property Owners Association, Inc. has caused this Amendment to the Declaration of Covenants, Conditions and Restrictions for Sierra Del Mar to be executed on this 19th day of January, 1988.

WITNESSES:

*[Handwritten signatures of witnesses]*

SIERRA DEL MAR PROPERTY OWNERS ASSOCIATION, INC.

By: *[Signature]* President  
By: *[Signature]* SECRETARY

STATE OF FLORIDA )  
COUNTY OF PALM BEACH ) SS:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared ELLIS GREENE (MURRAY JARRETT well known to me to be the President and SECRETARY respectively of the corporation and that they severally acknowledged executing the above in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 19th day of January, 1988.

RECORDER'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.

*[Signature]*  
Notary Public, State of Florida

My Commission Expires:

*[Handwritten date]* Aug. 14, 1990

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



AMENDMENT  
TO THE  
DECLARATION

CRB 5840 Pg 842

OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
SIERRA DEL MAR

This AMENDMENT to the Declaration of Covenants, Conditions and Restrictions for Sierra Del Mar is herewith made by the owners of the Sierra Del Mar Property Owners Association pursuant to the Declaration of Covenants, Conditions and Restrictions for Sierra Del Mar as follows:

1. The Declaration of Covenants, Conditions and Restrictions for Sierra Del Mar as recorded in the Official Records Book 3002, Page 1285 through 1297 of the Public Records of Palm Beach County, Florida, is hereby amended as to Article XIII, Section 18, by deleting existing Article XIII, Section 18, and adding the following:

SECTION 18 No dwelling may be rented or leased to any person except upon the following terms or conditions:

(a) The lease must be a written lease having a term of not less than six (6) months.

(b) The lease must incorporate by reference these covenants and restrictions and specifically provide that the lessee must abide by the terms and conditions hereof.

(c) No lease shall be effective prior to approval thereof by the Board of Directors of the Association.

Ronald A. Luyzen



2. Except as provided hereinabove, all of the terms, conditions, paragraphs and subparts of the Declaration of Covenants, Conditions and Restrictions for Sierra Del Mar not inconsistent herewith is readopted, confirmed, realleged with the same force and effect as is separately set forth and numbered herein.

IN WITNESS WHEREOF, The Sierra Del Mar Property Owners Association, Inc., has caused this Amendment to the Declaration of Covenants, Conditions and Restrictions for Sierra Del Mar to be executed on this 19<sup>th</sup> day of January, 1988.

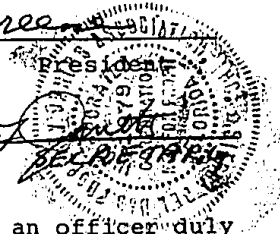
WITNESSES:

*Colleen [Signature]*

*Michelle [Signature]*

SIERRA DEL MAR PROPERTY OWNERS ASSOCIATION, INC.

By: *Ellis Greene*  
By: *Murray Jarrett*



STATE OF FLORIDA  
COUNTY OF PALM BEACH ) SS:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared ELLIS GREENE + MURRAY JARRETT well known to me to be the President and SECRETARY respectively of the corporation and that they severally acknowledged executing the above in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 19<sup>th</sup> day of January, 1988.

*Luigi S. [Signature]*  
Notary Public, State of Florida

My Commission Expires:

Aug. 14, 1990

Return to: (enclose self-addressed stamped envelope)

Name

Address

DEC-06-1993 9:37am 93-395242  
ORB 8013 Pg 1218

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

RETURN TO:  
RONALD A. LUZIM, ESC.  
9345 W. Sample Road  
Coral Springs, FL 33064

RECORDER'S MEMO: Legibility  
of Writing, Typing or Printing  
unsatisfactory in this document  
when received.

AMENDMENT  
TO  
DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
SIERRA DEL MAR

THIS AMENDMENT to the Declaration of Covenants, Conditions and Restrictions for SIERRA DEL MAR, is herewith made by all owners who are entitled to vote of at least a majority of all votes of the SIERRA DEL MAR PROPERTY OWNERS ASSOCIATION, INC. pursuant to the Declaration of Covenants, Conditions and Restrictions for SIERRA DEL MAR recorded in Official Records Book 3002, at Pages 1285 through 1297 of the Public Records of Palm Beach County, Florida:

1. ARTICLE VI entitled "MAINTENANCE OBLIGATION OF ASSOCIATION" is hereby amended in its entirety and shall read as follows:

ARTICLE VI  
MAINTENANCE OBLIGATION OF ASSOCIATION

The Association shall at all times maintain the Common Area (including any improvements placed thereon) in good condition and repair. Further, the Association shall maintain, repair or replace the wooden fences initially constructed on each Lot which separate the Lot from the Common Areas. In addition, the Association shall paint the exterior wooden and stucco surfaces of the dwellings initially constructed on each Lot.

2. Except as provided hereinabove, all of the terms, conditions paragraphs and subparts of the Declaration of Covenants, Conditions and Restrictions for SIERRA DEL MAR, including all amendments thereto not inconsistent herewith, are readopted, reaffirmed and realleged with the same force and effect as if separately set forth and numbered herein.

IN WITNESS WHEREOF, the SIERRA DEL MAR PROPERTY OWNERS ASSOCIATION, INC. has caused this Amendment to the Declaration of Covenants, Conditions and Restrictions for SIERRA DEL MAR to be executed on this 5th day of NOVEMBER, 1993.

Witnesses:

SIERRA DEL MAR PROPERTY OWNERS  
ASSOCIATION, INC.

Rae M. Bude

By: Edis Greene  
PRESIDENT

Rae M. Bude

Attest: William N. ...  
SECRETARY

CORPORATE SEAL

This is not a certified copy

STATE OF FLORIDA )  
COUNTY OF PALM BEACH ) SS:

DRB 2013 Pa 1219  
RECORD VERIFIED DOROTHY H WILKEN  
CLERK OF THE COURT - PR COUNTY, FL

The foregoing instrument was acknowledged before me this  
5th day of NOVEMBER, 1992, by ELLIS GREENE  
as President and WALTER SAMPLES as Secretary, of SIERRA DEL MAR  
PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation, on  
behalf of the corporation, who are personally known to me or have  
produced \_\_\_\_\_ as identification.

Notary Public  
Print Name: *Ruth Marie STEFANIK*  
My Commission Expires:  
Commission No.: *150151*

NOTARY PUBLIC, STATE OF FLORIDA,  
MY COMMISSION EXPIRES ON 11/11/95.  
BONDED TO THE FULL AMOUNT OF \$10,000.

RECORDER'S MEMO: Legibility  
of Writing, Typing or Printing  
unsatisfactory in this document  
when received.

Prepared by:  
R. McBride  
Sierra Del Mar Property  
Owners Association, Inc.  
21820 Atrium Blvd.  
Boca Raton, FL 33433

Return to: (enclose self-addressed stamped envelope)

Name

Address

DEC-06-1993 9:37am 93-395243  
ORB 8013 Pg 1 220

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

**RECORDER'S MEMO: Legibility  
of Writing, Typing or Printing  
unsatisfactory in this document  
when received.**

RETURN TO:  
RONALD A. LUZIM, ESQ.  
9345 W. Sample Road  
Coral Springs, FL 33054

*This is Document*

AMENDMENT  
TO  
DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
SIERRA DEL MAR

THIS AMENDMENT to the Declaration of Covenants, Conditions and Restrictions for SIERRA DEL MAR, is herewith made by all owners who are entitled to vote of at least a majority of all votes of the SIERRA DEL MAR PROPERTY OWNERS ASSOCIATION, INC. pursuant to the Declaration of Covenants, Conditions and Restrictions for SIERRA DEL MAR recorded in Official Records Book 3002, at Pages 1285 through 1297 of the Public Records of Palm Beach County, Florida:

1. ARTICLE VIII entitled "ROOF MAINTENANCE AND ROOF EASEMENT", Section 1, is hereby emended in its entirety and shall read as follows:

ARTICLE VIII  
ROOF MAINTENANCE AND ROOF EASEMENT

Section 1. In the event a roof extends over two or more Lots and one Owner's roof requires replacement, cleaning or maintenance, the said Owner shall have the right to replace, clean or repair his roof with the prior written approval of the Architectural Control Committee of the Association. If the Owner of the attached lot is unwilling to so replace, clean or repair the roof, then the Owner requesting permission to replace, clean or repair the roof may proceed to so replace, clean or repair the roof after receiving prior written approval of the Architectural Control Committee of the Association. If any part or all of a roof is replaced, the replacement roof shingles shall be interleaved with the existing roof shingles uniformly where the two Dwellings join at the party wall. In the event of any damage or destruction which is confined to a part or all of a roof wholly within the dimensions of a single Lot, then such repair or replacement shall be at the sole expense of the said Lot Owner. If damage or destruction is caused to adjacent roof areas by the negligence or wilful misconduct of an Owner, such negligent Owner shall be responsible for and bear the entire cost of repair or replacement for the damage or destruction to such adjacent roof areas. If an Owner shall neglect or refuse to pay for the costs and expenses incurred in case of negligence or wilful misconduct, any other affected Owner may have that part of the roof so affected repaired or replaced and the amount of such repair or replacement costs shall be deemed a special assessment upon the Owner instigating the roof replacement, cleaning or repairs entitling such other affected Owner to file a lien on the Lot of the Owner failing to pay, plus attorney's fees and costs. If an Owner shall give, or shall have given, a mortgage or mortgages upon his property, 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 said mortgage any amounts paid by the mortgagee for repairs hereunder and not reimbursed said mortgagee by the Owner.

2. Except as provided hereinabove, all of the terms, conditions, paragraphs and subparts of the Declaration of Covenants, Conditions and Restrictions for SIERRA DEL MAR, including all amendments thereto not inconsistent herewith, are readopted, reaffirmed and realleged

This is Not a Certified Copy

ORB 8013 Pg 1221  
RECORD VERIFIED DOROTHY H WILKEN  
CLERK OF THE COURT - PB COUNTY, FL

with the same force and effect as if separately set forth and numbered herein.

IN WITNESS WHEREOF, the SIERRA DEL MAR PROPERTY OWNERS ASSOCIATION, INC. has caused this Amendment to the Declaration of Covenants, Conditions and Restrictions for SIERRA DEL MAR to be executed this 5th day of November, 1992.

Witnesses:

SIERRA DEL MAR PROPERTY OWNERS ASSOCIATION, INC.

Racine Brude

By: Ellis Greene  
PRESIDENT

Racine Brude

Attest: Walter Samples  
SECRETARY

CORPORATE SEAL

STATE OF FLORIDA )  
COUNTY OF PALM BEACH) SS:

The foregoing instrument was acknowledged before me this 5th day of November, 1992, by ELLIS GREENE as President and WALTER SAMPLES as Secretary, of SIERRA DEL MAR PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation, on behalf of the corporation, who are personally known to me or have produced \_\_\_\_\_ as identification.

Walter Samples  
Notary Public  
Print Name: WALTER SAMPLES  
My Commission Expires:  
Commission No.: 00150151

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES  
ON 01/01/93

Prepared by:  
R. McBride  
Sierra Del Mar Property  
Owners Association, Inc.  
21820 Atrium Blvd.  
Boca Raton, FL 33433

Return to: (enclose self-addressed stamped envelope)

Name

*Philip J. Croyle*

Address:

*5000 Al. Military Trail  
Suite 480  
Palm Beach, FL 33481*



12/08/2001 10:23:33 20010544745  
OR BK 13168 PG 0149  
Palm Beach County, Florida

**CERTIFICATE OF AMENDMENT  
TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF  
SIERRA DEL MAR  
(AS ORIGINALLY RECORDED IN OFFICIAL  
RECORDS BOOK 3002, AT PAGE 1285 OF  
THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA)**

**WE HEREBY CERTIFY** that the attached Amendment to Article XIII, Section 18 of the Declaration of Covenants, Conditions and Restrictions for Sierra Del Mar was duly adopted in the manner provided in Article XIV, Section 3 of the Declaration, that is, by the affirmative majority vote of all of the Owners of Sierra Del Mar, as recorded in the books and records of the corporation.

**IN WITNESS WHEREOF**, this document has been executed this 20<sup>th</sup> day of November, 2001

**SIERRA DEL MAR PROPERTY OWNERS  
ASSOCIATION, INC.**, a Florida Not-for-Profit  
Corporation

BY: *John D. Nicewonger*  
**JOHN D. NICEWONGER, PRESIDENT**

**STATE OF FLORIDA  
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of November, 2001, by **JOHN D. NICEWONGER, President**, of Sierra Del Mar Property Owners Association, Inc., who is personally known to me ~~or who has produced~~ \_\_\_\_\_ as identification and who did (did not) take an oath.

**PHILIP J. CROYLE  
Notary Public - State of Florida  
My Commission Expires Jun 14, 2002  
Commission # CC751087**

*[Signature]*  
Notary Public

**AMENDMENT TO ARTICLE XIII OF THE DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR SIERRA DEL MAR**

**Words underlined denote additions.**

**Words ~~stricken~~ denote deletions.**

ARTICLE XIII

PROHIBITED USES

[Other than the following, no other amendments of any kind are made to ARTICLE XIII.]

Section 18: No dwelling may be rented or leased to any person except upon the following terms or conditions:

- (a) The lease must be a written lease having a term of not less than six (6) months.
- (b) The lease ~~must~~ incorporate by reference these covenants and restrictions and specifically provide that the lessee must abide by the terms and conditions hereof.
- (c) No lease shall be effective prior to approval thereof by the Board of Directors of the Association.
- (d) All homeowners must reside in their swellings for a period of twelve (12) months before renting or leasing to any person(s). Homeowners who reside at Sierra Del Mar and wish to purchase additional units for rental purposes are excluded but will be responsible for their tenant's actions.
- (e) The Board of Directors shall require a \$1,000 refundable security deposit, charged to each homeowner who rents their unit (Lessor). Upon vacating said property, the Board after a visual check of the common property, shall refund the \$1,000 to the Lessor, if said common property is found to be in satisfactory condition. The liability of the homeowner shall continue notwithstanding the fact that the homeowner may have leased or rented said lot as provided herein.

✓ e J. Scanton & Croyle  
1900 Grades Rd #352  
Boca Raton, FL 33431

**CERTIFICATE OF AMENDMENT  
TO THE BY-LAWS OF SIERRA DEL MAR  
(AS ORIGINALLY RECORDED IN OFFICIAL  
RECORDS BOOK 3002, AT PAGE 1285 OF  
THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA)**

**WE HEREBY CERTIFY** that the attached Amendment to Article of the By-Laws for the Sierra Del Mar Property Owners Association, Inc. was duly adopted in the manner provided in Florida Statute 617.0701(4)(a) through (f) inclusive, that is, by the written affirmative majority vote of the entire membership of the Association in conformity with the statute, as recorded in the books and records of the corporation.

**IN WITNESS WHEREOF**, this document has been executed this 20<sup>th</sup> day of April, 2000.

**SIERRA DEL MAR PROPERTY OWNERS  
ASSOCIATION, INC.**, a Florida Not-for-Profit  
Corporation

BY: John D. Nicewonger  
**JOHN D. NICEWONGER, PRESIDENT**

**STATE OF FLORIDA  
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of April, 2000, by **JOHN D. NICEWONGER, President** of Sierra Del Mar Property Owners Association, Inc., who is personally known to me ~~or who has produced~~ \_\_\_\_\_ as identification and who did ~~(did not)~~ take an oath.

**PHILIP J. CROYLE**  
Notary Public - State of Florida  
My Commission Expires Jun 14, 2002  
Commission # CC751087

[Signature]  
Notary Public

PHILIP J. CROYLE  
Notary Public  
COPIES



**AMENDMENT TO ARTICLE XI OF THE BY-LAWS OF  
SIERRA DEL MAR PROPERTY OWNERS ASSOCIATION, INC.**

Words underlined denote additions.

Words ~~stricken~~ denote deletions.

ARTICLE XI

ASSESSMENTS

As more ~~fully~~ provided in the Declaration, each member is obligated to pay to the ASSOCIATION ~~annual~~ and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent, which is defined as remaining unpaid beyond the 10<sup>th</sup> day following the due date. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date ~~of delinquency~~ at the highest rate allowable by law, and the ASSOCIATION may bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the property, and interest, costs, and reasonable attorneys' fees incurred by the ASSOCIATION in connection with collection and/or appeal shall be added to the amount of such assessment. No Owner may waiver or otherwise escape liability for the assessments provided for herein by non-use of the common Area, Limited Common Area, or abandonment of his Lot. In addition to the foregoing remedies, the Board of Directors may assess a "late charge", not in excess of twenty (\$20.00) dollars for each monthly or special assessment which is unpaid more than ten (10) days beyond the due date delinquent, for the purpose of defraying the additional collection costs.