



NOW THEREFORE, Declarant hereby declares that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1: "Association" shall mean and refer to THE PINES COMMUNITY SERVICES ASSOCIATION, INC a non-profit Florida corporation, 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 unit, which is a part of the property, 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 hereinbefore described, and such additions thereto as may be brought within the jurisdiction of the Association.

Section 4: "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners.

Section 5: "Lot" shall mean and refer to any plot of land designated for building of a residence shown upon any recorded subdivision plat of the Properties, with the exception of the Common Area.

Section 6: "Declarant" shall mean and refer to "First Service Corporation" and "Jog Hill Corporation" d/b/a "Jog Road Joint Venture", and their successors and assigns.

Section 7: "Declaration" shall mean the ^{new} covenants, conditions and restrictions and all other provisions herein set forth in this entire document, as may from time to time be amended.

Section 8: "Unit" shall mean and refer to the residential dwelling constructed upon any lot.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

ADDITIONS THERETO

Section 1: Existing Property. The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Palm Beach County, Florida and more particularly described above.

Section 2: Additions to Existing Property. Added properties may become subject to this Declaration by the Declarant, its successors and assigns bringing within the scheme of this Declaration additional properties in future stages of development which are a portion of those lands illustrated in Exhibit B or which are contiguous to the lands illustrated in Exhibit B. For this purpose contiguous shall mean adjacent to or both sides of an area dedicated to public use. Nothing herein shall bind or require Declarant to develop the Properties in Exhibit B or bind or require Declarant to make any property in Exhibit B subject to this Declaration.

PROPERTY RIGHTS

Section 1: Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area 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 charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) the right of the Association to promulgate and adopt reasonable rules and regulations governing the use of the Common Area and facilities;
- (c) the right of the Association to suspend the voting rights and rights to the use of the recreational facilities by an owner

for any period during which any association assessment against his Lot or unit remains unpaid; and to suspend voting rights and right to use of the recreational facilities for a period of not to exceed 60 days for any infraction of its published rules and regulations;

(d) 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 unless an instrument agreeing to such dedication or transfer and signed by two-thirds (2/3) of the members has been recorded;

(e) the right of other owners to the use of the common areas as herein provided.

Section 2: Obligations of the Association. The Association, subject to the rights of the owners set forth in this Declaration, shall be responsible for the exclusive ownership, management, maintenance and control of the Common Area and all improvements thereon and appurtenances thereto and shall keep the same in good, sanitary condition, order and repair.

Section 3: Delegation of Use. Any member may delegate his right of enjoyment to the common area and facilities to the members of his family and to his guests subject to such general regulations as may be established from time to time by the Association, and included within the rules and regulations.

Section 4: Damage or Destruction of Common Area By Owner.

In the event any common area is damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents or member of his family, such Owner does hereby authorize the Association to repair said damaged area; the Association shall repair said damaged area in a good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association in the discretion of the Association. The amount necessary for such repairs shall become a Special Assessment upon the unit of said Owner. In the event the assessment is not paid, a lien will be imposed on said Owner's Unit and Lot as provided in Article V,

Section 1.

Section 5: Title to Common Area. The Declarant may retain the legal title to the common area or portion thereof until such time as it has completed improvements on the properties. The Declarant shall convey the common area to the Association, free and clear of all liens and encumbrances not later than the date of the completion and sale of the last Unit to be constructed on the property subject to this Declaration or property which becomes subject to this Declaration in accordance with Article II. Members shall have all the rights and obligations imposed by the Declaration with respect to such common area, during such retention of legal title by Declarant.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 1: Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2: The Association shall have one (1) class of voting membership:

(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 but each Lot shall be entitled to only one vote regardless of the number of Owners.

(b) Voting Rights. Each homeowner shall automatically become a member of the PINES COMMUNITY SERVICES ASSOCIATION, INC. by virtue of acceptance of the deed of conveyance to his dwelling. As a member of such Association said homeowner shall be governed by the Articles of Incorporation and the By-Laws of the Association. Provided, however, the Declarant shall control the Homeowners Association until such time as he has transferred ownership of all the lots on the properties or has elected to divest himself of control of the Association, whichever shall first occur.

ARTICLE VCOVENANT FOR MAINTENANCE ASSESSMENTSSection 1: Creation of the Lien and Personal Obligation

of Assessments. The Declarant, for each Lot or unit owned within the Properties, hereby covenants, and each Owner of any Lot or unit 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 hereina provided. The annual and special assessments, together with interest, cost 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 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. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

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 members and for the improvement and maintenance of the Common Area and facilities.

Section 3: Assessment Allocation. Assessment shall be levied as to each Lot or unit as hereinafter set forth.

(a) Date of Commencement of Annual Assessments. The Annual assessments provided for herein shall commence on the day of conveyance to an owner who is not the Declarant.

(b) Basis for Assessments.

(1) Each Unit which is certified for occupancy and which has been conveyed to an owner shall be assessed at an equal rate.

For the purpose of assessment, the term "Owner" shall exclude the Declarant.

(c) Method of Assessment. By a vote of at least two-thirds (2/3) of the Directors present, the Board shall fix the assessments upon the basis provided above, provided, however, that the assess-

ments shall be sufficient to meet the obligations imposed by the Declaration. The Board shall set the date(s) such assessments shall become due. The Board may provide for collection of assessments either annually, semi-annually, quarterly or monthly, provided, however, that upon default in the payment of any one or more installments, the entire balance of said assessment may be accelerated at the option of the Board and be declared due and payable in full.

(d) Upon a determination of the assessment to be levied upon the members of the Association, the Board of Directors shall fix the same by resolution.

Section 4: Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy on all members, 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 at least two-thirds (2/3) of the votes of all members who are voting in person or by proxy at a meeting duly called for this purpose. Written notice shall be sent by the Board of Directors of the Association to all members not less than thirty (30) days nor more than sixty (60) days in advance of a meeting called for the purpose of levying a special assessment as provided in this paragraph. The presence of members in person or by proxy entitled to cast sixty per cent. (60%) of all the votes shall constitute a quorum for approval of such special assessments for capital improvements.

Section 5: Uniform Rate of Assessment. Both annual and special assessments for members must be fixed at a uniform rate.

Section 6: Date of Commencement of Annual Assessments:

Due Dates. The annual assessments provided for herein shall commence on the day of conveyance to an owner who is not the Declarant. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty days (30) 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 7: 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 rate of ten per cent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. 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. In the event of an action at law, an action in equity, or other judicial proceeding to enforce the provisions of this section, the Owner shall be responsible for the payment of all expenses, including a reasonable attorney's fee, in the event the Association is successful. The costs and fees awarded shall be and constitute a lien against the land which lien can be enforced as would a lien for nonpayment of assessments.

Section 8: Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any institutional first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to first mortgage foreclosure 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.

Section 9: Exterior Maintenance. No owner shall in any way deface or change the color of the exterior of his unit. Exterior walls, roof and the fencing around the courtyard are to be maintained by each owner in quality condition at all times. Failure to maintain the exterior walls, roof and fencing in such manner will result in a fifteen (15) day notice to the owner or owners from the Association setting forth the items to be corrected. In the event the notice is not adhered to by the owner or owners, the Association may contract to have such work performed and the owner or owners will be charged for the invoices delivered by such contractors together with any reasonable costs to the Association. The Association, through its agents, or employees shall have the right to enter upon the Lot in question and perform any maintenance or repairs specified in the fifteen (15) day notice. The Association shall have the right to file a lien for non-payment of such charges in which event the owner shall be responsible for attorneys' fees and costs. Each owner covenants and agrees that he will decorate the exterior of the dwelling upon his property and the fencing around the courtyard in the color and finish as originally supplied at the time of construction. If an owner shall desire to decorate the exterior or fencing in a color and finish other than that originally supplied at the time of construction, then the consent in writing of the Association and all unit owners in the same structure shall be obtained prior to said decoration changes being effected, and in addition, if there shall be any mortgages upon a unit within the same structure, then the consent in writing of any and all holders of first mortgages shall also be required prior to such change in decoration being affected. Nothing herein shall be construed to require an owner to obtain any approval in writing or otherwise for exterior painting in the color and finish originally supplied. Normal maintenance of the roof of the units such as cleaning, re-coating or repainting, shall be done uniformly and at the same time for the entire roof of the building upon agreement of at least a majority of the owners within the building. The expense of such maintenance shall be borne proportionately by the owners. The proration shall be deter-

mined by the ratio of square footage of each unit's roof to the entire roof. In the event of damage or destruction which is confined to the roof area wholly within the dimensions of one (1) unit, the repair or replacement shall be at the expense of the said unit owner. If the damage or destruction of adjacent roof areas is caused by the negligence or wilful misconduct of any one (1) or more owners, such negligent owner or owners shall bear the entire cost of repair or replacement. If any owner or owners 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 a lien on the unit of the other owner so failing to pay for the amount of such defaulting owner's share of the repair or replacement cost. 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 owner or owners.

Section 10: Party Walls.

- (a) General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes of members placed on the dividing line between the Lots of such members 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 wilful acts or omissions shall apply thereto.
- (b) Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the members who make use of the wall in proportion to such use.
- (c) Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, a member who has used the wall may restore it, and if the member who shares the wall thereafter makes use of it, such member shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of the member who repairs the wall to call for a larger contribution from the other under any rule of law regarding liability

for negligent or wilful acts or omissions.

All members shall have casualty insurance and fire insurance in an amount equal to or greater than the cost of replacement of the unit at all times, as described in Section 15 of this Article.

(d) Weatherproofing. Notwithstanding any other provision of this Article, a member who by his negligent or wilful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

(e) Unintentional Encroachment. All of the Lots of members shall be subject to reciprocal easements for encroachment which now or hereafter exist or come into being, caused by settlement or movement of any residential unit, walls, party walls, or other improvements or caused by minor inaccuracies in construction or reconstruction of such residential units, walls, party wall, or other improvements. Said encroachments shall be permitted to remain undisturbed and such easements shall and do exist and shall continue as valid easements as long as such encroachments stand. A perpetual easement for the continuance of such encroachments is herein created so long as such encroachments exist.

Section 11: Additional Easements.

(a) Easements for installation and maintenance of utilities and drainage facilities are shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction of flow of drainage facilities in the easements. The utilities serving each Lot therein shall be continuously maintained by the Owner of such Lot, except for improvements or maintenance for which a public authority or utility company is responsible.

Section 12: Right of Entry. The Association, through its duly authorized employees and contractors, shall have the right after reasonable notice to the Owner thereof, to enter any Lot at any reasonable hour on any day to perform such maintenance as may be authorized herein.

Section 13: Declarant and the Association shall retain the right to grant additional easements for utility and other purposes, as,

if, and when needed.

Section 14: Insurance. Property and casualty insurance on each dwelling structure shall be maintained through the Association. Each homeowner will be assessed as a portion of his maintenance for the insurance premium covering his dwelling structure which insurance shall be in an amount equal to the maximum insurance replacement value, excluding foundation and excavation costs. Property and casualty insurance shall be purchased via the Association on a master policy basis which will cover all of the dwelling structures. The master policy shall insure all property conveyed by the undersigned at the time of the closing on the dwelling structure. Each homeowner may insure any contents placed in the dwelling structure after the closing, as well as any addition made in or to the dwelling structure by the Owner as each Owner may desire. The Association shall also purchase such insurance as may be necessary on the common property to protect the Association and the homeowners. Such insurance will be handled in the same method as set forth above. In the event of any casualty loss the Homeowners Association shall be the agent of all Owners and shall adjust such loss on their behalf.

ARTICLE VI

ARCHITECTURAL CONTROL

Section 1: No outbuilding, garage, fence, wall, retaining wall, or other structure of any kind shall be erected, constructed or placed on the Property or any part thereof by any owner (with the exception of the Declarant), nor shall any alteration, change in color by paint or otherwise, be made to the exterior wall, roof or fence of any unit.

Section 2: In the event that any building, outbuilding, garage, fence, wall, retaining wall or other structure shall be erected, constructed, placed or maintained upon a lot, the Owner shall have ten (10) days from the date of notice by the Board of Directors or its duly appointed agent, to abate and remove the offending structure. In the event that an action, suit, or other judicial proceeding is instituted to enforce the provisions of this section, the Owner shall be responsible for costs and reasonable attorney's fees in the event the Association is

successful. Said costs and fees shall constitute a lien upon the land which may be enforced as provided in Section 8 of Article V hereof.

ARTICLE VII

USE RESTRICTIONS

Section 1: Residential Unit Reservation. Owners shall not use their property nor shall any portion thereof be used for any purpose other than residential purposes excepting that the Declarant may construct models which may be used as offices for the Declarant during the time they are being used as models.

Section 2: No trees exceeding four (4) inches in diameter may be cut down, destroyed or removed from said property, except those trees necessary for the construction of a dwelling or whose continued presence will endanger a dwelling.

Section 3: No building shall be occupied during construction, or until made to comply with all requirements of said Declaration.

Section 4: No business of any kind whatsoever shall be erected, maintained, operated, carried on, permitted or conducted on said property, or any part thereof except as otherwise provided herein. In addition, no unlawful activity or nuisance shall be erected, maintained, operated, carried on, permitted or conducted on said property or any part thereof, nor shall anything be done thereon which may be, or become, an annoyance or nuisance to the neighborhood.

Section 5: No animals, birds or fowl, including but not limited to hogs, cattle, cows, goats, sheep, rabbits, hares, horses, ponies, donkeys, burros, pigeons, pheasants, game birds, game fowl, or poultry (except as hereinafter permitted) shall be kept or maintained on any part of said property.

Section 6: Dogs, cats, and pet birds may be kept on any lot in reasonable numbers as pets for the pleasure and use of the

occupants of said lot, but not for any commercial use or purpose. Dogs shall be on a leash at all times. Dogs shall not be walked on grass other than immediately surrounding the owners courtyard. Pets found running loose shall be reported to the appropriate authorities.

Section 7: No trailers, campers, boats or trucks larger than a van or pickup shall be kept nor may any of them be used for either temporary or permanent residential purposes.

Section 8: No lot shall be allowed to grow up in an unsightly condition or shall any lot be used as a junk yard.

Section 9: No garbage receptacles or containers shall be permitted except containers meeting the sanitary requirements of the Town of Greenacres. All garbage and trash shall be properly disposed in receptacles. For sanitary reasons, all trash, except newspapers, shall be in plastic bags and tied securely before being placed in trash receptacles. In no event shall trash be placed outside of the receptacles.

Section 10: Barbeque cookers shall be used only in courtyards or in other designated areas.

Section 11: No clothes or similar articles shall be hung on balconies or outdoors for any purposes whatsoever, except within owner's courtyard below height of fence.

Section 12: Bicycles, toys or other personal items shall not be left outside courtyards at any time. Items so left shall be impounded. It is permissible to store bicycles in owner's courtyard.

Section 13: There shall be no assembling or disassembling of motor vehicles except for ordinary maintenance.

Section 14: Parents and lessors shall be held responsible by the Association for all property damage to common areas caused by their children, lessees, invitees, and guests.

Section 15: No signs of any kind may be displayed on any exterior portion of the dwelling, the courtyard, in the windows of the dwelling, or in any of the common areas unless first approved by the Association.

Section 16: Homeowners may install hurricane shutters. However, they cannot be permanent, and must be of a type that can be installed only when needed due to a storm and completely removed thereafter.

Section 17: In addition to the foregoing, all owners and lessees of dwellings shall abide by the Declaration of Covenants, Conditions and Restrictions for THE PINES OF THE PALM BEACHES and the Articles of Incorporation, and By-Laws of THE PINES COMMUNITY SERVICES ASSOCIATION, INC.

ARTICLE VIII

VIOLATION OF COVENANTS, RESTRICTIONS, RESERVATIONS, SERVITUDES AND EASEMENTS:

RIGHT TO ENFORCEMENT

A breach or violation of any of the covenants, restrictions, reservations, servitudes and easements shall give to the Association through its agents or employees the right to immediate entry upon the property upon which such violation exists and summarily to abate and to remove at the expense of the owner thereof of any erection, structure, building, thing or condition that may be or exist thereon contrary to this Declaration and to the true intent and meaning of the provisions hereof, and the Association shall not thereby be deemed guilty of any manner of trespass for such entry, abatement, or removal, nor shall the Association be liable for any damages occasioned thereby. The result of every act of omission or commission, or the violation of any covenant, restriction, reservation, servitude and easement thereof, whether such covenant, restriction, reservation, servitude and easement is violated in whole or in part, is hereby declared to be and to constitute a nuisance. Every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against any such Owner of any Lot, who may be prohibited and enjoined by injunction. Such remedy shall be deemed cumulative and not exclusive.

STATE OF FLORIDA]
COUNTY OF PALM BEACH] ss:

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County aforesaid, to take acknowledgments, personally appeared Susan Daniels, Jodi Shinnett to me known to be the officers of THE PINES COMMUNITY SERVICES ASSOCIATION, INC., and they acknowledged before me that they each signed their names to the foregoing instrument.

WITNESS my hand and official seal in the County and State aforesaid this 29th day of November, 1994.

Debra Moore
Notary Public

My Commission expires:

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES JUNE 27, 1993
BONDED THRU AGENT'S NOTARY BROKERAGE

Where an action, suit or other judicial proceeding is instituted or brought for the enforcement of these covenants, restrictions, reservations, servitudes and easements, the member in the event of loss shall pay all expenses, including a reasonable attorney's fee, incurred by the Association in such legal proceedings.

The provisions contained in this Declaration shall bind and inure to the benefit of and be enforceable by the Association or by the Owner or Owners of any portion of said property, their and each of their legal representatives, heirs, successors and assigns, and failure by Association, or by the Owner or Owners of any portion of the Property or their legal representatives, heirs, successors or assigns, to enforce any of such covenants, restrictions, reservations, servitudes and easements herein contained shall not be deemed a waiver of the right to do so unless otherwise herein provided.

ARTICLE IX

SCOPE, DURATION OF COVENANTS, RESTRICTIONS,

RESERVATIONS, SERVITUDES AND EASEMENTS

Section 1: All of the covenants, restrictions, reservations, servitudes and easements set forth in this Declaration are imposed upon the Property for the direct benefit thereof and of the Owners thereof as a part of the general plan of development, improvement, building, equipment, and maintenance of the Property. Each grantee or purchaser under a contract of sale or agreement of purchase, by accepting a deed or contract of sale or agreement of purchase, accepts the same subject to the covenants, restrictions, reservations, servitudes and easements set forth in this Declaration and agrees to be bound by each such covenant, restriction, reservation, servitude and easement. Said covenants, restrictions, reservations, servitudes and easements shall run with the land and continue to be in full force and effect, except as hereinafter provided, for twenty (20) years from the date of recording in the Public Records of Palm Beach County, Florida, provided, however, that there shall be no time limit on the Association responsibility to operate and maintain any surface water drainage system.

Said covenants, restrictions, reservations, servitudes and easements as are in force on the day twenty (20) years following said recording, shall be continued automatically and without further notice from that time for a period of ten (10) years and thereafter for successive periods of ten (10) years each, without limitation, unless within six (6) months prior to the expiration of any successive period of ten (10) years a written agreement executed by the then record Owners of not less than fifty (50%) per cent of the total number of units then subject to this Declaration shall be placed on record in the office of the Clerk of the Circuit Court of Palm Beach County, Florida, in which agreement any of the covenants, restrictions, reservations, servitudes and easements may be changed, modified, waived or extinguished in whole or in part, as to all or any part of the Property then subject thereto in the manner and to the extent therein provided.

Section 2: In the event that any such written agreement of changes or modifications be fully executed and recorded, the original covenants, restrictions, reservations, servitudes and easements as therein modified shall continue in force for successive periods of ten (10) years each, unless and until further changed, modified or extinguished, in the manner herein provided.

Section 3: Damages are hereby declared not to be adequate compensation for any breach of the covenants, restrictions, reservations, servitudes or easements of this Declaration, but such breach and the continuance thereof may be enjoined, abated and remedied by appropriate proceedings by the Declarant, the Association, or by an Owner of any Lot in the Property.

ARTICLE X

AMENDMENTS OF DECLARATION

This Declaration may be amended during the first twenty-(20) year period by an instrument signed by Declarant prior to the conveyance of the Common Area to the Association or by the Association upon the approval of at least two-thirds (2/3) of the members

subsequent to conveyance of the Common Area to the Association.

ARTICLE XI.

SEVERABILITY

In the event any clause, subdivision, term provision or part of this Declaration should be adjudicated by final judgment of any court of competent jurisdiction to be invalid or unenforceable, then, disregarding that paragraph, subdivision, term, provision or part of this Declaration which has been adjudicated to be invalid or unenforceable, the remainder shall remain in full force and effect. Each and all of the paragraphs, subdivisions, terms, provisions, or parts of this Declaration are hereby declared to be severable and independent of each other.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 25th day of May, 1979.

WITNESSES:

Richard Zorn

[Signature]

JOG ROAD JOINT VENTURE

BY: Ellis H. Johnson

Ellis H. Johnson, President
First Service Corporation

BY: [Signature]

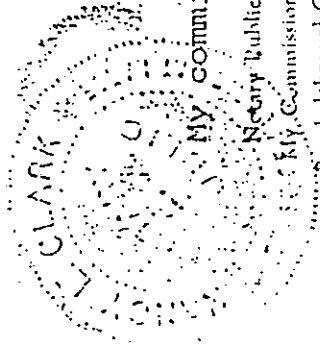
W. G. Lassiter, Jr.
President, Jog Hill Corp.

STATE OF FLORIDA

COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared ELLIS H. JOHNSON, to me known to be the President of FIRST SERVICE CORPORATION, a Florida corporation, and W. G. LASSITER, JR., President of Jog Hill Corporation, a Florida corporation, and they acknowledged before me that they executed the foregoing document for the purposes expressed therein.

WITNESS my hand and seal this 25th day of May, 1979.



Nancy L. Clark

Notary Public

My commission expires:

Notary Public, State of Florida, at Large
My Commission Expires September 29, 1982
Bonded through Cornelius, Johnson & Clark, Inc.

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

OCT-16-1991 01:59PM 91-294707

ONE 6989 P3 1442

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF THE PINES OF THE PALM BEACHES**

I HEREBY CERTIFY that the Amendment attached as Exhibit "1" to this Certificate was duly adopted as amendments to the Declaration of Covenants, Conditions and Restrictions of The Pines of the Palm Beaches. The original Declaration of Covenants, Conditions and Restrictions is recorded in Official Records Book 4266, at Page 0316 of the Public Records of Palm Beach County, Florida.

DATED this 4th day of October, 1991.

The Pines Community Services, Inc.

David
Witness

William P. D.
Witness

By:

Jean Dretzka
President

Elizabeth H. Shuler
Secretary

(Seal)

STATE OF FLORIDA)
) ss
COUNTY OF PALM BEACH)

BEFORE ME personally appeared Jean Dretzka, Secretary of The Pines Community Services, Inc., and known to me to be the individuals who executed the foregoing instrument and acknowledged to and before me that they executed such instrument as President and Secretary of the Association with due and regular corporate authority, and that said instrument is the free act and deed of the Association.

WITNESS my hand and official seal this 4th day of October, A.D. 1991.

Norma B. Dwyer

Notary Public
State of Florida at Large
My Commission Expires: 12-5-94

This instrument prepared by:
Edward Dicker, Esquire
ST. JOHN & KING
500 Australian Avenue So., Suite 600
West Palm Beach, Florida 33401
(407) 655-8994

ARTICLES OF INCORPORATION

OF

THE PINES COMMUNITY SERVICES ASSOCIATION, INC.

DEC 13 8 4 73
SECRETARY
TALLAHASSEE, FLA

The undersigned, by these Articles, associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, and do hereby certify as follows:

ARTICLE I

NAME

The name of the corporation shall be THE PINES COMMUNITY SERVICES ASSOCIATION, INC. ("Association").

ARTICLE II

INITIAL REGISTERED OFFICE AND AGENT

The initial registered office of the Association shall be located at 501 Flagler Drive, Suite 501, West Palm Beach, Florida 33401. The initial registered agent of the Association is W. G. Lassiter, Jr., whose address is 501 Flagler Drive, Suite 501, West Palm Beach, Florida 33401. The principal business office of the Association shall be located initially at 501 Flagler Drive, Suite 501, West Palm Beach, Florida 33401, and the office of the Association may thereafter be at such other place as the Board of Directors of the Association ("Board") may designate from time to time.

ARTICLE III

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof ("Members"). The specific purposes for which it is formed are to provide for maintenance, preservation, and architectural compatibility of the residence Lots and Common Areas within that development located in Palm Beach County, Florida, commonly known as The Pines of the Palm Beaches and to promote the health, safety and welfare of the residents within the Property and any additions thereto as may hereafter be brought within the jurisdiction of this Association and 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 that certain Declaration of Covenants, Conditions and Restrictions, ("Declaration applicable to the Property (and any additions thereto) and recorded among the Public Records of Palm Beach County, Florida, as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length with all definitions of terms set forth therein being applicable to such terms in these Articles;
- (b) fix, levy, collect and enforce payment by any lawful means all charges and Assessments pursuant to the terms of the Declaration, to pay all expenses in connection therewith and all office and other expense 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 on, 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;

(cc) operate and maintain the surface water drainage system;

(d) dedicate, sell or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members as set forth in the Declaration.

(e) have and exercise any and all powers, rights and privileges which a corporation organized under the Corporations Not For Profit Law of the State of Florida by law may now or hereafter have or exercise and not in conflict with these Articles;

(f) maintain, repair, replace and operate the Common Areas;

(g) purchase insurance for the protection of the Association and its Members;

(h) reconstruct improvements to the Common Areas after casualty and further improve the Common Areas;

(i) make and amend reasonable rules and regulations respecting the maintenance, upkeep, and use of the Common Areas;

(j) employ personell to perform the services required for the proper operation, maintenance and upkeep of the Common Areas and the operation of the Association;

(k) contract for the management of the Association and the performance of its duties with a third party and delegate to said third party all of the powers and duties of the Association except those required by these Articles or the Declaration to have the approval of the Board or the Members.

(l) borrow money and mortgage, pledge or hypothecate any or all of its real or personal property as security; and

(m) exercise any and all powers, rights, and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida may now or hereafter have.

ARTICLE IV

QUALIFICATION OF MEMBERS

All Members of the Association must be owners of units within the Property and all such owners shall automatically become Members of the Association. The Declarant as identified and defined in the Declaration ("Declarant") shall be a Member.

ARTICLE V

VOTING RIGHTS

Members shall be entitled to one (1) vote for each unit owned. When more than one person holds an interest in any unit, all such persons shall be Members. The vote for such unit shall be exercised as they, among themselves shall determine, but in no event shall more than one (1) vote be cast with respect to any unit. There shall be no cumulative votin

ARTICLE VI

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of not less than three (3) nor more than seven (7) Directors who, until such time as the Developer relinquishes control of the Association as set forth below, need not be Members. The initial Board and the succeeding Boards during such period shall be comprised of three (3) Members. The names and addresses of the persons who are to act in the capacity of Directors until the election of their successors are:

W. G. LASSITER, JR.
501 Flagler Dr., Suite 501
West Palm Beach, Florida 33401

G. G. BANNERMAN
2601 10th Ave. NO.
Lake Worth, Florida 33461

RONALD E. YOUNG
2601 10th Ave. No., Suite 314
Lake Worth, Florida 33461

Notwithstanding the above or any other provisions in these Articles of Incorporation to the contrary, the Developer of The Pines of the Palm Beaches shall be a member of the Association, and until such time as the Developer has relinquished ownership of all of the lots within The Pines of the Palm Beaches or sooner elects to transfer control to the aforementioned members of the corporation, the Developer shall have the sole and exclusive right to elect all Officers and Directors of said Association. All Members other than the Developer shall have a non voting membership in the Association until the Developer relinquishes control to the Members as provided herein.

The control vested in the Developer shall entitle it to elect all Officers and Directors of the Association during the period of such control.

Representation in person or by proxy of fifty-one (51%) per cent of the Members of the Association shall be deemed a quorum. In the event that the Members of the Association and/or the Officers and Directors thereof fail to act after the control of the Association has been transferred from the Developer to the other Members, the Developer, upon their (30) days written notice to the Association shall have the right to appoint new Officers and Directors of the Association who shall then have the right to carry out the duties of the Association, make decisions required to determine assessments, and enforce the collection of the same. There shall be no meeting required during such time as the Members and/or Officers and Directors are in default of their duty to act.

ARTICLE VII

OFFICERS

The Association shall be administered by the Officers designated in the By-Laws. The Officers shall be elected by the Board at its first meeting following the annual meeting of the Members and shall serve at the pleasure of the Board. The names and addresses of the Officers who shall serve until their successors are designated by the Board are as follows:

W. G. LASSITER, JR. President
501 Flagler Dr., Suite 501
West Palm Beach, FL 33401

G. G. BANNERMAN Secretary and Treasurer
2601 10th Ave. NO.
Lake Worth, FL 33461

RONALD E. YOUNG Assistant Secretary and Vice President
2601 10th Ave. NO., Suite 314
Lake Worth, FL 33461

ARTICLE VIII

BY-LAWS

The first By-Laws of the Association shall be adopted by the Board and may be altered, amended or rescinded by the Board in the manner provided by the By-Laws.

ARTICLE IX

INDEMNIFICATION

Every Director and Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by, or imposed upon him, in connection with any proceeding or settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director or Officer of the Association, whether or not he is a Director or Officer at the time such expenses are incurred, but the provisions of this Article shall not apply if a Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, that in the event of a settlement, the indemnification provided herein shall apply only when the Board approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to, and not exclusive of, all other rights to which such Director or Officer may be entitled.

ARTICLE X

DEVELOPER'S RIGHTS

Notwithstanding any provision to the contrary in these Articles of Incorporation and this corporation's By-Laws, all Officers and Directors of this corporation shall be elected and designated by the Developer and there shall be no meeting of the Members of this corporation unless a meeting is called by the Board of Directors of this corporation, and should a meeting be called, the meeting shall have no effect unless approved by the Board of Directors of this corporation. The foregoing shall terminate upon the Developer relinquishing his control of the Association as provided in Article VI.

ARTICLE XI

DISSOLUTION

The Association may be dissolved in the manner provided by the laws of Florida.

ARTICLE XII

TERM

The term of this Association shall be perpetual.

ARTICLE XIII

AMENDMENTS

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

(a) A notice of the subject matter of the proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.

(b) A resolution for the adoption of the proposed amendment may be proposed by either the Board or the Members. Directors and Members not present in person or by proxy at a meeting considering an amendment may express their approval in writing provided that such approval is delivered to the Secretary of the Association at or prior to the meeting. Except as elsewhere provided, amendments to these Articles shall require the assent of seventy-five (75%) percent of the entire membership of the Association and seventy-five (75%) percent of the Members of the Board.

(c) A copy of each amendment shall be filed with the Secretary of State and recorded among the Public Records of Palm Beach County, Florida.

ARTICLE XIV

SUBSCRIBERS

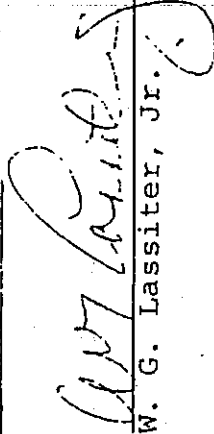
The names and addresses of the Subscribers of these Articles of Incorporation are as follows:

W. G. LASSITER, JR.
501 Flagler Drive, Suite 501
West Palm Beach, Florida 33401

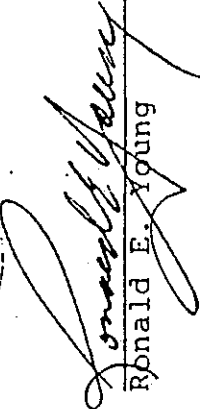
G. G. BANNERMAN
2601 Tenth Avenue North
Lake Worth, Florida 33461

RONALD E. YOUNG
2601 Tenth Avenue North, Suite 314
Lake Worth, Florida 33461

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, we, the undersigned, constituting the Subscribers of this Association, have executed these Articles of Incorporation this 23 day of November, 1978.


W. G. Lassiter, Jr.

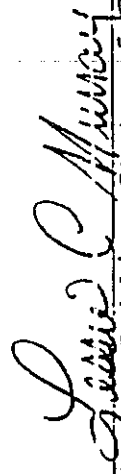

G. G. Bannerman


Ronald E. Young

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared W. G. LASSITER, JR., G. G. BANNERMAN, and RONALD E. YOUNG, to me known to be the persons described in and who executed the foregoing instrument and who acknowledged before me that they executed the same.

23 day of November, 1978.
IN WITNESS WHEREOF, I have hereunto set my hand and seal this


Notary Public, State of Florida at Large

Commission Expiration:

My Commission Expires February 9, 1981

(Seal)

DECLARATION

OF

COVENANTS, CONDITIONS AND RESTRICTIONS

OF

THE PINES OF THE PALM BEACHES

THIS DECLARATION, made on the date hereinafter set forth by FIRST SERVICE CORPORATION, a Florida Corporation and JOG HILL CORPORATION, a Florida Corporation d/b/a JOG ROAD JOINT VENTURE, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Palm Beach County, State of Florida, which is more particularly described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

WHEREAS, Declarant desires to create thereon, a planned community and

WHEREAS, Declarant desires to provide for the preservation and enhancement of the property values, amenities and opportunities in said community and for the maintenance of the property and the improvements thereon and to this end desires to subject the real property described above together with such additions as may hereafter be made thereto (as provided for in Article II) to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof.

THIS INSTRUMENT PREPARED BY

McGILL, JOHNSON & YOUNG, P.A.

McGILL, JOHNSON & YOUNG, P.A.
FIRST FLOOR, 1000 BAYVIEW DRIVE, SUITE 100, PALM BEACH, FLORIDA 33480

DATE: 10/10/80

BY-LAWS

OF

THE PINES COMMUNITY SERVICES ASSOCIATION, INC.

A Corporation not for profit
under the laws of the State of Florida

ARTICLE I

IDENTITY

The name of the corporation is THE PINES COMMUNITY SERVICES ASSOCIATION, INC., hereinafter called Association in these ByLaws, a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of State on the 13th day of December, 1978. The Association has been organized for the purpose of owning and operating certain lands, and personal property located in Palm Beach County, Florida, which lands, and personal property are to be used in common by the members of the THE PINES COMMUNITY SERVICES ASSOCIATION, INC., which members shall all be property owners at THE PINES OF THE PALM BEACHES. Such operation by the Association shall include the management of THE PINES OF THE PALM BEACHES in keeping with the terms and conditions as set forth in the "Declaration of Covenants, Conditions, and Restrictions of THE PINES OF THE PALM BEACHES", and the enforcement of such covenants, conditions and restrictions.

A. The Office of the Association shall be at 501 Flagler Drive, Suite 501, WEST PALM BEACH, FLORIDA, (until changed.)

B. The fiscal year of the Association shall be the calendar year.

C. The seal of the Association shall bear the name of the corporation, the word "Florida", the words "Corporation not for profit", the year of incorporation, an impression of which is as follows:

ARTICLE II

DEFINITIONS

A. "Association" shall mean and refer to THE PINES COMMUNITY SERVICES ASSOCIATION, INC., its successors and assigns.

B. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions, and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

C. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners.

D. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

E. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the 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.

F. "Developer" shall mean and refer to FIRST SERVICE CORPORATION and JOG HILL CORPORATION, d/b/a JOG ROAD JOINT VENTURE, their successors and assigns.

G. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Official Records of Palm Beach County, Florida.

H. "Member" shall mean and refer to those persons entitled to membership as provided in the Articles of Incorporation of THE PINES COMMUNITY SERVICES ASSOCIATION, INC.

I. "Unit" shall mean and refer to the residential dwelling constructed upon any lot.

ARTICLE III

MEMBERS' MEETINGS

A. The annual members' meeting shall be held at such location as shall be designated in the Notice of Meeting at 8:00 P.M., Eastern Standard Time, on the first Tuesday in February of each year, for the purpose of electing directors and transacting any other business authorized to be transacted by the members; provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a legal holiday.

B. Special members' meetings shall be held whenever called by the President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast one-third (1/3) of the votes of the entire membership.

C. Notice of all members' meetings stating the time and place and the object for which the meeting is called shall be given by the President or Vice President or Secretary unless waived in writing by all of the members. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than fifteen (15) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice.

D. A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Articles of Incorporation or these By-Laws. If a quorum shall not be present at any meeting, the members present shall have the power to adjourn the meeting from time to time without notice other than announcement at said meeting, until a quorum can be obtained. After a quorum has been established, the subsequent withdrawal of members so as to reduce the numbers of members present below the number required for a quorum shall not affect the validity of any action taken at the meeting or any adjourned meeting thereof.

E. Voting.

1. In any meeting of members the owners shall be entitled to cast one (1) vote for each unit, unless the decision to be made is elsewhere required to be determined in another manner.

2. If a unit is owned by one (1) person, his right to vote shall be established by the record title. If any unit is owned by more than one (1) person, or is under lease, the person entitled to cast the vote shall be designated by a certificate signed by all of the record owners and filed with the Secretary of the Association. If a unit is owned by a corporation, the person entitled to cast the vote shall be designated by a certificate signed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the Corporation,

and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the unit concerned. A certificate designating the person entitled to cast the vote of a unit may be revoked by any owner. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

F. Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy and must be filed with the Secretary before the appointed time of the meeting or any adjournment of the meeting.

G. Adjourned Meetings. At any meeting of the members, the members who are present, either in person or by proxy, may adjourn the meeting from time to time.

H. The order of business at annual members' meetings, and as far as practical at other members' meetings, shall be:

1. Calling of the roll and certifying of proxies.
2. Proof of notice of meeting or waiver of notice.
3. Reading and disposal of any unapproved minutes.
4. Reports of officers.
5. Reports of committees.
6. Election of inspectors of elections.
7. Election of directors.
8. Unfinished business.
9. New business.
10. Adjournment.

I. Proviso. Provided, however that until the Developer of THE PINES COMMUNITY SERVICES ASSOCIATION, INC., has relinquished ownership of all of the lots within THE PINES COMMUNITY SERVICES ASSOCIATION, INC., or sooner elects to transfer control to the aforementioned members of the corporation, the Developer shall have the sole and exclusive right to elect all Officers and Directors of said Association. All members other than the Developer shall have a non-voting membership in the Association until the Developer relinquishes control to the members as provided herein.

ARTICLE IV

DIRECTORS

A. Membership. The affairs of the Association shall be managed by a board of not less than three (3) nor more than seven (7) directors, who until such time as the developer relinquishes control of the Association, need not be members.

B. Election of Directors shall be conducted in the following manner;

1. Election of Directors shall be held at the annual members' meeting.

2. A nominating committee of five (5) members shall be appointed by the Board of Directors not less than thirty (30) days prior to the annual members' meeting. The committee shall nominate one (1) person for each director then serving. Nominations may also be made from the floor at any annual meeting.

3. The election shall be by ballot (unless dispensed with by unanimous consent) and by plurality of the votes cast, each person voting being entitled to cast his vote for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

4. Except as to vacancies created by removal of Directors by members, vacancies in the Board of Directors occurring between annual meeting of members shall be filled by the remaining Directors.

5. Any Director may be removed by concurrence of two-thirds (2/3) of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting. Provided, however, that until the Developer has relinquished ownership of all lots, or until the Developer elects to terminate its control of the Association, and vacancies occur on the Board, the vacancies shall be filled by the Developer.

C. The term of each director's service, shall be the year following his election and subsequently until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

D. The organizational meeting of the newly-elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

E. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

F. Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of one-third (1/3) of the Directors. Not less than three (3) days' notice of the meeting shall be given personally or by mail, telephone, or telegraph which notice shall state the time, place and purpose of the meeting.

G. Waiver of Notice. Any Director may waive notice of a meeting to before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

H. A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Articles of Incorporation, or these By-Laws.

I. Adjourned meetings. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

J. Joinder in meeting by approval of minutes. The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such Director for the purpose of determining a quorum.

K. The presiding officer of Directors' meetings shall be the Chairman of the Board if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

L. The order of business at Directors' meetings shall be:

1. Calling of roll.
2. Proof of due notice of meeting.
3. Reading and disposal of any unapproved minutes.
4. Reports of officers and committees.
5. Election of officers.
6. Unfinished business.
7. New business.
8. Adjournment.

M. 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.

N. Action Taken Without 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 of the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

A. All of the powers and duties of the Association existing under the Articles of Incorporation, and these By-Laws shall be exercised exclusively by the Board of Directors, its elected officers, its agents, contractors or employees, subject only to the approval by owners where such approval is specifically required.

B. The powers of the Board of Directors shall include:

1. Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the member and their guests thereon, and to establish penalties for the infraction thereof;
2. Suspend the voting rights and right to use of the recreational facilities 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 60 days for infraction of published rules and regulations;
3. 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;
4. 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
5. Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

C. The duties of the Board of Directors shall include:

1. To 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.
2. To supervise all officers, agents and employees of this Association, and to see that their duties are properly formed;
3. To affix the amount of the annual assessment against each

Lot;

4, To send written notice of each assessment to every Owner subject thereto.

5. To institute lien foreclosure against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay same.

D. Issue, or 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 and hazard 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 to be maintained.

ARTICLE VI

OFFICERS

A. The executive officers of the Association shall be a President, who shall be a director, a Vice-President, who shall be a director, a Treasurer, a Secretary and an Assistant Secretary, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by the vote of the Directors at any meeting. The Board of Directors, from time to time, shall elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

B. 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 any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

C. 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.

D. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties usually vested in the office of President of an Association, including but not limited to the power to appoint committees from among the members from time to time, as he, in his discretion, may determine appropriate to assist in the conduct of the affairs of the Association.

E. Vice-President, in the absence, disability or refusal to act of the President, shall exercise the powers and perform the duties of the President. He also shall assist the President generally and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

F. The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and Directors and other notices required by law. He shall have custody of the seal of the Association and affix it to the instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an Association as may be required by the Directors or the President. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

G. The Treasurer shall have custody of all property of the Association including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices, and he shall perform all other duties incident to the office of Treasurer.

ARTICLE VII

FISCAL MANAGEMENT

The books, records and papers of the Association shall during reasonable hours be subject to inspection by any member.

A. Accounts. The receipts and expenditures of the Association shall be created and charged to accounts under the following classification as shall be appropriate, all of which expenditures shall be common expenses.

1. Current Expenses, which shall include all receipts and expenditures within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements or to operation. The balance of this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year.
2. Reserve for deferred maintenance, which shall include funds for maintenance items that occur less frequently than annually.
3. Reserve for replacement which shall include funds to be used for capital expenditures for additional improvements or additional personal property that will be a part of the recreation facility.

B. Budget. The Board of Directors shall adopt a budget for each calendar year that shall include the estimated funds to defray the assessments and to provide and maintain funds for the foregoing account and reserves according to good accounting practices as follows:

- (1) Current expense.
- (2) Reserve for deferred maintenance.
- (3) Reserve for replacement.

(4). Betterments, which shall include the funds to be used for capital expenditures for additional improvements to the common property provided, however, that in the expenditure of this fund no sum in excess of One Thousand Dollars (\$1,000.00) shall be expended for a single item or for a single purpose without approval of a majority of the members of the Association.

(5) Operation, the amount of which may be to provide a working fund or to meet losses.

(6) Provided, however, that until Developer has relinquished ownership of all lots within THE PINES COMMUNITY SERVICES ASSOCIATION INC., or until Developer elects to terminate its control of the Association, whichever shall first occur, the Board of Directors may omit from the budget all allowances for contingencies and reserves.

C. 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 assessment 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 rate of ten percent (10%) per annum, and the Association may bring an action at law against the Owner personal obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No Owner may waive

otherwise escape liability for the assessments provided herein by nonuse of the Common Area or abandonment of his lot.

D. Acceleration of assessment installments upon default. If a unit owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice to the unit owner, and the then unpaid balance of the assessment shall be due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the unit owner, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

E. Assessments for emergencies. Assessments for common expenses for emergencies that cannot be paid from the annual assessments shall be made only after notice of the need for such expenditures is given to the unit owners concerned. After such notice and upon approval in writing by persons entitled to cast more than one-half (1/2) of the votes of the unit owners concerned, the assessment shall become effective and shall be due after ten (10) days' notice in such manner as the Board of Directors of the Association may require in the notice of assessment.

F. The depository of the Association shall be such bank or banks and/or such savings and loan association or savings and loan associations as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of the monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors.

G. Audit. At the Annual Meeting of the Association, the members present shall determine by a majority vote whether an audit of the accounts of the Association for the year shall be made by a Certified Public Accountant, a Public Accountant, or by an auditing committee consisting of not less than three(3) members of the Association, none of which shall be Board Members. The cost of the audit shall be paid by the Association.

ARTICLE VIII

AMENDMENTS

These By-Laws may be amended in the following manner:

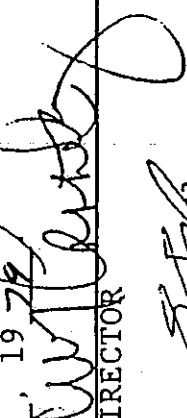
A. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

B. A resolution adopting a proposed amendment may be proposed by either a majority of the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary at or prior to the meeting. Approval must be by not less than seventy-five percent (75%) of the votes of the entire membership of the Association.

C. Proviso. Provided, however, that no amendment shall discriminate against any unit owner nor against any group of units unless the unit owners so affected shall consent. No amendment shall be made that is in conflict with the Articles of Incorporation.

D. Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment to the By-Laws, which Certificate shall be executed by the officers of the Association with the formalities of the executor of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Palm Beach County, Florida.

The foregoing were adopted as the By-Laws of THE PINES COMMUNITY SERVICES ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors, on the 28th day of November, 1978


DIRECTOR


DIRECTOR


DIRECTOR

AMENDMENT TO THE

BY-LAWS

OF

THE PINES COMMUNITY SERVICES ASSOCIATION, INC.

a Corporation not for profit
under the laws of the State of Florida

WHEREAS, THE PINES COMMUNITY SERVICES ASSOCIATION, INC. is a corporation not for profit under the laws of the State of Florida, with Articles of Incorporation filed in the Office of the Secretary of State on the 13th day of December, 1978, and

WHEREAS, the Association was organized for the purpose of owning and operating certain lands, and personal property located in Palm Beach County, Florida, which lands and personal property are to be used in common with the members of THE PINES COMMUNITY SERVICES ASSOCIATION, INC., which members shall all be property owners at The Pines of the Palm Beaches, and

WHEREAS, such operation by the Association includes the management of The Pines of the Palm Beaches in keeping with the terms and conditions as set forth in the Declaration of Covenants, Conditions and Restrictions of The Pines of the Palm Beaches, and the enforcement of such Covenants, Conditions and Restrictions, as recorded in the Public Records of Palm Beach County, Florida in Official Record Book 3168, Page 779, and its By-Laws, and

WHEREAS, a majority of the Board of Directors propose to amend the By-Laws of THE PINES COMMUNITY SERVICES ASSOCIATION, INC., and

WHEREAS, pursuant to ARTICLE VIII of the aforementioned By-Laws, the following amendment to ARTICLE III, Section D, A quorum at members' meetings, of the By-Laws of THE PINES COMMUNITY SERVICES ASSOCIATION, INC., is approved and adopted such that ARTICLE III, Section D, reads in full as follows:

ARTICLE III

MEMBERS' MEETINGS

FEB 1 1981

...

D. A quorum at members' meetings shall consist of one third (1/3) of the membership of the Association represented either in

ty of the votes

person or by proxy. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Articles of Incorporation or these By-Laws. If a quorum shall not be present at any meeting, the members present shall have the power to adjourn the meeting from time to time without notice other than announcement at said meeting, until a quorum can be obtained. After a quorum has been established, the subsequent withdrawal of members so as to reduce the numbers of members present below the number required for a quorum shall not affect the validity of any action taken at the meeting or any adjourned meeting thereof.

...

THE FOREGOING AMENDMENT TO ARTICLE III, Section D, was adopted according to the By-Laws of THE PINES COMMUNITY SERVICES ASSOCIATION, INC., a Corporation not for profit under the laws of the State of Florida, and pursuant to ARTICLE VIII of those Bylaws by affirmative vote of the members of THE PINES COMMUNITY SERVICES ASSOCIATION, INC., on the 29 day of November, 1990.

Witnesses as to all officers:

Henry Chaganti

Richard D. Wood

THE PINES COMMUNITY SERVICES
ASSOCIATION, INC.

John Dutta
President

Ken Ross
Vice President

Jim Daniels
Treasurer

Mike Smith
Secretary

does not include the flat roof, which remains the responsibility of the owner. However, the Association shall not have any responsibility with respect to any items located beneath the shingles:

ARTICLE XII

PAY TELEVISION SERVICES

The Association is authorized to enter into contracts for the provision of pay television services by cable, satellite or such other means of transmission as may be available, to all of the Units within the Properties, and to include within the assessments levied pursuant to Article V hereof, any subscription fees or other costs associated therewith. No Owner may exempt his or her Unit from its share of the costs associated with such pay television service unless the Unit is occupied solely and exclusively by persons who are hearing impaired, legally blind, receiving supplemental security income under Title 16 of the Social Security Act, or receiving food stamps as administered by the Department of Children and Family Services pursuant to the applicable Florida Statutes.

WITNESS my signature hereto this 14 day of June, 2001, at West Palm Beach, Palm Beach County, Florida.

THE PINES COMMUNITY SERVICES
ASSOCIATION, INC.

[Signature]
Witness
ANTHONY J MATTERA
(PRINT NAME)

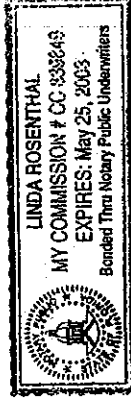
Michelle Krumenacker
Witness
Michelle Krumenacker
(PRINT NAME)

By Mary Lynn Blakely President
[Signature] Attest
[Signature] Secretary

STATE OF FLORIDA :
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 14th day of June, 2001, by Mary Lynn Blakely and Penny Barrett, as Pres. and Sec., respectively, of The Pines Community Services Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced VIA as identification and did take an oath.

Linda Rosenthal (Signature)
Linda Rosenthal (Print Name)
Notary Public, State of Florida at Large



Section 9: Exterior Maintenance. No owner shall in any way deface or change the color of the exterior of his unit. Exterior walls, ~~roof~~ and the fencing around the courtyard are to be maintained by each owner in quality condition at all times. Failure to maintain the exterior walls, ~~roof~~ and fencing in such manner will result in a fifteen (15) day notice to the owner or ~~owners~~ from the Association setting forth the items to be corrected. In the event the notice is not adhered to by the owner or owners, the Association may contract to have such work performed and the owner or owners will be charged for the invoices delivered by such contractors together with any reasonable costs to the Association. The Association, through its agents, or employees shall have the right to enter upon the Lot in question and perform any maintenance or repairs specified in the fifteen (15) day notice. The Association shall have the right to file a lien for non-payment of such charges in which event the owner shall be responsible for attorneys' fees and costs. Each owner covenants and agrees that he will decorate the exterior of the dwelling upon his property and the fencing around the courtyard in the color and finish as originally supplied at the time of construction. If an owner shall desire to decorate the exterior or fencing in a color and finish other than that originally supplied at the time of construction, then the consent in writing of the Association and all unit owners in the same structure shall be obtained prior to said decoration changes being effected, and in addition, if there shall be any mortgages upon a unit within the same structure, then the consent in writing

of any and all holders of first mortgages shall also be required prior to such change in decoration being affected. Nothing herein shall be construed to require an owner to obtain any approval in writing or otherwise for exterior painting in the color and finish originally supplied. Normal maintenance of the roof of the units such as cleaning, re-coating or repainting, shall be done uniformly and at the same time for the entire roof of the building upon agreement of at least a majority of the owners within the building. The expense of such maintenance shall be borne proportionately by the owners. The proration shall be determined by the ratio of square footage of each unit's roof to the entire roof. In the event of damage or destruction which is confined to the roof area wholly within the dimensions of one (1) unit, the repair or replacement shall be at the expense of the said unit owner. If the damage or destruction of adjacent roof areas any portion of the Properties is caused by the negligence or willful misconduct of any one (1) or more owners, such negligent owner or owners shall bear the entire cost of repair or replacement. If any owner or owners shall neglect or refuse to pay his share, or all of such cost in case of negligence or willful misconduct, any other affected owner or the Association may have such roof damage repaired or replaced and shall be entitled to a lien on the unit of the other owner so failing to pay for the amount of such defaulting owner's share of the repair or replacement cost. 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 owner or owners.

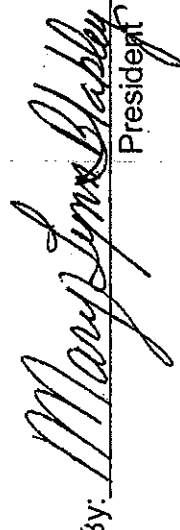
Notwithstanding any provision to the contrary contained in this Section or elsewhere in this Declaration, the Articles of Incorporation or the Association Bylaws, commencing with the recording of this amendment in the Public Records of Palm Beach County, the Association shall have the responsibility to maintain, repair and replace the roof, all necessary accessories, roof penetrations, air conditioning supports, electrical penetrations, roof structure and mansard roof structure for each unit, shingles, any necessary plywood panels, and all dimension lumber and trusses comprising the mansard roof system. This does not include the flat roof, which remains the responsibility of the owner. The foregoing is not intended nor shall the foregoing be construed to require the Association to be responsible for any maintenance, repair or replacement of any portion of the air conditioning systems serving the units, which shall remain the responsibility of the owners.

* * * * *

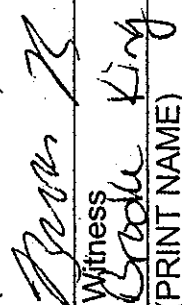
WITNESS my signature hereto this 14th day of September, 2001, at West Palm Beach, Palm Beach County, Florida.

THE PINES COMMUNITY SERVICES
ASSOCIATION, INC.


Witness
ANTHONY J. MATTERA
(PRINT NAME)

By: 
President

Attest: 
Secretary

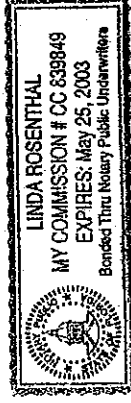

Witness
Brook King
(PRINT NAME)

STATE OF FLORIDA :
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 14th day of September 2001, by Mary Lynn Blakely and Penny Barrett, as President and Secretary, respectively, of The Pines Community Services Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced N/A as identification and did take an oath.

Linda Rosenthal (Signature)

Linda Rosenthal (Print Name)
Notary Public, State of Florida at Large



This instrument was prepared by:
KENNETH S. DIREKTOR, ESQUIRE
Becker & Poliakoff, P.A.
500 Australian Avenue South
9th Floor
West Palm Beach, FL 33401
(W-C112)

**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
THE PINES OF THE PALM BEACHES**

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for The Pines of the Palm Beaches has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book 3168 at Page 779; and

WHEREAS, at a duly called and noticed meeting of the membership of The Pines Community Services Association, Inc., a Florida not-for-profit corporation, held on April 9, 2001, the aforementioned Declaration of Covenants was amended pursuant to the provisions of said Declaration of Covenants.

NOW, THEREFORE, the undersigned hereby certify that the following amendments to the Declaration are true and correct copies of the amendments as amended by the membership:

**AMENDMENTS TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
THE PINES OF THE PALM BEACHES**

(Additions shown by "underlining",
deletions shown by "~~strikeout~~")

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

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 members and for the improvement and maintenance of the Common Area and facilities. The Association is specifically authorized to levy and include within the assessments the costs associated with providing pay television services, as more fully described in Article XII hereof.

Section 9: Exterior Maintenance.

Notwithstanding any provision to the contrary contained in this Section or elsewhere in this Declaration, the Articles of Incorporation or the Association Bylaws, commencing with the recording of this amendment in the Public Records of Palm Beach County, the Association shall have the responsibility to maintain, repair and replace the exterior shingles located on the mansard of each unit shingles, any necessary plywood panels, and all dimension lumber and trusses comprising the mansard roof system. This

does not include the flat roof, which remains the responsibility of the owner. However, the Association shall not have any responsibility with respect to any items located beneath the shingles.

ARTICLE XII

PAY TELEVISION SERVICES

The Association is authorized to enter into contracts for the provision of pay television services by cable, satellite or such other means of transmission as may be available, to all of the Units within the Properties, and to include within the assessments levied pursuant to Article V hereof, any subscription fees or other costs associated therewith. No Owner may exempt his or her Unit from its share of the costs associated with such pay television service unless the Unit is occupied solely and exclusively by persons who are hearing impaired, legally blind, receiving supplemental security income under Title 16 of the Social Security Act, or receiving food stamps as administered by the Department of Children and Family Services pursuant to the applicable Florida Statutes.

* * * * *

WITNESS my signature hereto this 14 day of June, 2001, at West Palm Beach, Palm Beach County, Florida.

THE PINES COMMUNITY SERVICES ASSOCIATION, INC.

Witness [Signature]
ANTHONY J. MATTEIRA
(PRINT NAME)

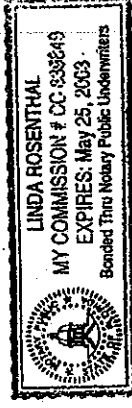
Witness Michelle Krumenacker
(PRINT NAME)

STATE OF FLORIDA :
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 14th day of June, 2001, by Mary Lynn Blakley and Penny Barrett, as Pres. and Sec., respectively, of The Pines Community Services Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced VIA as identification and did take an oath.

Linda Rosenthal (Signature)

Linda Rosenthal (Print Name)
Notary Public, State of Florida at Large



This instrument was prepared by:

KENNETH S. DIREKTOR, ESQUIRE

Becker & Poliakoff, P.A.

500 Australian Avenue South
9th Floor

West Palm Beach, FL 33401

(W-C112) ✓

**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
THE PINES OF THE PALM BEACHES**

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for The Pines of the Palm Beaches has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book 3168 at Page 779; and

WHEREAS, at a duly called and noticed meeting of the membership of The Pines Community Services Association, Inc., a Florida not-for-profit corporation, held on July 23, 2001, the aforementioned Declaration of Covenants was amended pursuant to the provisions of said Declaration of Covenants.

NOW, THEREFORE, the undersigned hereby certify that the following amendments to the Declaration are true and correct copies of the amendments as amended by the membership:

**AMENDMENTS TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
THE PINES OF THE PALM BEACHES**

(Additions shown by "underlining",
deletions shown by "~~strikeout~~")

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

* * *

Section 9: Exterior Maintenance. No owner shall in any way deface or change the color of the exterior of his unit. Exterior walls, ~~roof~~ and the fencing around the courtyard are to be maintained by each owner in quality condition at all times. Failure to maintain the exteriors walls, ~~roof~~ and fencing in such manner will result in a fifteen (15) day notice to the owner or owners from the Association setting forth the items to be corrected. In the event the notice is not adhered to by the owner or owners, the Association may contract to have such work performed and the owner or owners will be charged for the invoices delivered by such contractors together with any reasonable costs to the Association. The Association, through its agents, or employees shall have the right to enter upon the Lot in question and perform any maintenance or repairs specified in the fifteen (15) day notice. The Association shall have the right to file a lien for non-payment of such charges in which event the owner shall be responsible for attorneys' fees and costs. Each owner covenants and agrees that he will decorate the exterior of the dwelling upon his property and the fencing around the courtyard in the color and finish as originally supplied at the time of construction. If an owner shall desire to decorate the exterior or fencing in a color and finish other than that originally supplied at the time of construction, then the consent in writing of the Association and all unit owners in the same structure shall be obtained prior to said decoration changes being effected, and in addition, if there shall be any mortgages upon a unit within the same structure, then the consent in writing

of any and all holders of first mortgages shall also be required prior to such change in decoration being affected. Nothing herein shall be construed to require an owner to obtain any approval in writing or otherwise for exterior painting in the color and finish originally supplied. Normal maintenance of the roof of the units such as cleaning, re-coating or repainting, shall be done uniformly and at the same time for the entire roof of the building upon agreement of at least a majority of the owners within the building. The expense of such maintenance shall be borne proportionately by the owners. The proration shall be determined by the ratio of square footage of each unit's roof to the entire roof. In the event of damage or destruction which is confined to the roof area wholly within the dimensions of one (1) unit, the repair or replacement shall be at the expense of the said unit owner. If the damage or destruction of adjacent roof areas any portion of the Properties is caused by the negligence or willful misconduct of any one (1) or more owners, such negligent owner or owners shall bear the entire cost of repair or replacement. If any owner or owners shall neglect or refuse to pay his share, or all of such cost in case of negligence or willful misconduct, any other affected owner or the Association may have such roof damage repaired or replaced and shall be entitled to a lien on the unit of the other owner so failing to pay for the amount of such defaulting owner's share of the repair or replacement cost. 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 owner or owners.

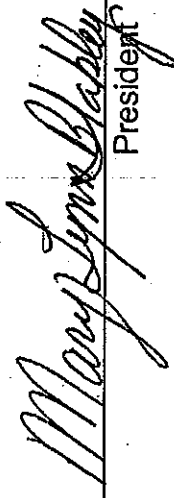
Notwithstanding any provision to the contrary contained in this Section or elsewhere in this Declaration, the Articles of Incorporation or the Association Bylaws, commencing with the recording of this amendment in the Public Records of Palm Beach County, the Association shall have the responsibility to maintain, repair and replace the roof, all necessary accessories, roof penetrations, air conditioning supports, electrical penetrations, roof structure and mansard roof structure for each unit shingles, any necessary plywood panels, and all dimension lumber and trusses comprising the mansard roof system. This does not include the flat roof, which remains the responsibility of the owner. The foregoing is not intended nor shall the foregoing be construed to require the Association to be responsible for any maintenance, repair or replacement of any portion of the air conditioning systems serving the units, which shall remain the responsibility of the owners.

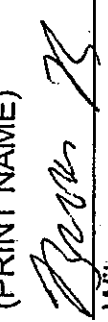
* * * * *

WITNESS my signature hereto this 14th day of September, 2001, at West Palm Beach, Palm Beach County, Florida.

THE PINES COMMUNITY SERVICES
ASSOCIATION, INC.


Witness
ANTHONY J. MATTERA
(PRINT NAME)

By: 
President


Witness
GARY KIRK
(PRINT NAME)

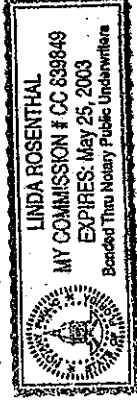
Attest 
Secretary

STATE OF FLORIDA :
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 14th day of September, 2001, by Mary Lynn Blakely and Penny Barrett, as President and Secretary, respectively, of The Pines Community Services Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced N/A as identification and did take an oath.

Linda Rosenthal (Signature)

Linda Rosenthal (Print Name)
Notary Public, State of Florida at Large



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CERTIFICATE OF AMENDMENT TO THE BYLAWS OF
THE PINES COMMUNITY SERVICES ASSOCIATION, INC.

I HEREBY CERTIFY that the Amendment attached as Exhibit "1" to this Certificate was duly adopted as Amendment to the Bylaws of The Pines Community Services Association, Inc. The original Declaration of Covenants, Conditions and Restrictions of The Pines of the Palm Beaches is recorded in Official Records Book 3168, Page 0779 of the Public Records of Palm Beach County, Florida.

DATED this 22nd day of March, 1996.

As to witnesses:

Maureen Blahley
Witness

THE PINES COMMUNITY SERVICES
ASSOCIATION, INC.

By: Elizabeth J. Shuler
President

Michael J. Bess
Witness

Attest: Michael J. Bess
Secretary

STATE OF FLORIDA)
COUNTY OF PALM BEACH) ss

(SEAL)

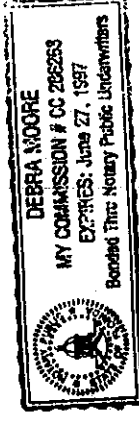
BEFORE ME personally appeared Elizabeth Shuler, the President and Michael Bess, Secretary of The Pines Community Services Association, Inc., who produced n/a and n/a as identification or are personally known to me to be the individuals who executed the foregoing instrument and acknowledged to and before me that they executed such instrument as President and Secretary of the Association with due and regular corporate authority, and that said instrument is the free act and deed of the Association.

WITNESS my hand and official seal this 22nd day of March, 1996.

Debra Moore
Notary Public
State of Florida at Large
My Commission Expires:

This instrument prepared by:
Edward Dicker, Esquire
ST. JOHN, KING & DICKER
500 Australian Avenue So., Suite 600
West Palm Beach, Florida 33401
(407) 655-8994
33810102.29C

(SEAL)



b. Criteria. In determining whether or not to approve a proposed lessee, the Board may consider, but shall not be limited to, the following: whether the lessee would be in violation of any provision contained in the governing documents; whether the owner is delinquent in the payment of assessments; the criminal background of the lessee(s); references (including references from employees and landlords).

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

d. Application Form. The Association is vested with the authority to prescribe an application form which may require specific personal and other data relating to the intended lessees and occupants. Said application shall be completed and submitted to the Association. By submitting an application form, all tenants promise to abide by all provisions contained in any document governing The Pines. In addition, each owner guarantees that his tenant(s) will abide by all such provisions.

e. Transfer Fee. The Board is authorized to charge a fee in connection with and as a condition for lease approval in an amount to be determined by the Board.

f. Approval or Disapproval. If the proposed transaction is a lease, then within three (3) business days after receipt of all information, documents, approval fee and interview (if required above), the Association must either approve or disapprove the proposed lease. The approval or disapproval shall be stated in a certificate executed by the President, or the Vice-President, and shall be delivered to the Owner. The failure of the Association to act within said time period shall constitute an automatic approval.

Any approval granted herein is conditioned upon the tenant and occupants abiding by all provisions contained in any document governing The Pines. Upon a tenant or occupant violating any such provision, the Association may revoke its approval and/or proceed with any and all legal and/or equitable remedies against the owner and/or tenant, including but not limited to, any of the remedies set forth below.

g. Remedies. In the event any provision contained herein is not complied with, the Association may approve or disapprove the transfer as set forth above. In the event the transfer is disapproved, the Association shall have the right to remove any occupant(s) by injunctive relief, eviction or otherwise. In addition, or as an alternative, the Association shall have the right to pursue any other remedy contained elsewhere in this Declaration. In the event any attorneys' fees are incurred by the Association as a result of not complying with this Article, the subject owner shall be responsible to pay same, whether or not a lawsuit is filed.

If after approval of lease, the Association ascertains that there was incorrect or false information provided by the applicant, the Association has the right to disapprove the lease at that time and to pursue any of the remedies set forth above.

Rules a through g above, may be modified from time to time by the Board.

Any owner whose unit is leased at the time this amendment is effective must furnish the tenant's name, and other information required by the Board, to the Association on or before May 1, 1996.

A new Article XIII shall be added to read as follows:

SALES AND RENTALS

Section 1: The townhouse owner shall notify the Association in writing of his intention to sell or lease his townhouse unit and furnish with such notification a copy of the contract for sale. In the event of a sale, it shall then be the responsibility of the purchaser of the townhouse unit to furnish the Association with a recorded copy of the Deed of Conveyance indicating that owner's mailing address for all future assessment notices and other correspondence from the Association. Prior to the issuance by the Association of a certificate indicating the Association's approval of the transaction, the new purchaser shall be required to execute a certificate acknowledging that he takes title subject to the Declaration of Covenants, By-Laws, Articles of Incorporation, Rules and Regulations, which he agrees to abide by. The Association shall retain the purchaser's certificate in its records, and the seller shall furnish a copy of the documents. It is not the intention of this Article to grant to the Association a right of approval or disapproval of purchaser. It is, however, the intent

of the Article to impose an affirmative duty on the townhouse owners to keep the Association fully advised of any changes in occupancy or ownership for the purposes of facilitating the management of the Association's membership records.

A new Article XIV shall be added to read a follows:

ARTICLE XIV (NEW)

FINES. In addition to all other remedies, a fine or fines may be imposed upon an Owner for failure of an Owner, his family guests, invitees, tenants, or employees to comply with any covenant, restriction, rule or regulation contained in the Declaration of Covenants and Restrictions or promulgated pursuant to those Declaration, as they exist now or may be hereafter amended, provided the following procedures are adhered to:

- a. Notice: The Pines Community Services Association shall notify the Owner of the infraction or infractions. Included in the notice shall be a reference stating that the owner has the right to appear before a Committee.
- b. Hearing: Evidence of noncompliance shall be presented to the Committee after which the Committee shall hear evidence and reasons why penalties should not be imposed if offered by the Owner. A written decision of the Committee shall be submitted to the Owner by not later than twenty-one (21) days after the Committee meeting.
- c. Penalties: The Committee may impose fines up to the maximum amount permitted by law.
- d. Payment of Penalties: Fines shall be paid not later than thirty (30) days after notice of the imposition or assessment of the penalties.
- e. Collection of Fines: Fines shall be treated as an individual assessment otherwise due to the Pines Community Services Association, and if enforcement of such becomes necessary, then the Association shall be entitled to its costs of collection, including a reasonable attorneys fee at both trial and appellate levels.

DOROTHY H. WILKEN, CLERK PB COUNTY, FL

f. Application of Penalties: All monies received from fines shall be allocated as directed by the Board of Directors.

g. Nonexclusive Remedy: These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which The Pines Community Services Association may be otherwise legally entitled; however, any penalty paid by the offending Owner shall be deducted from or offset against any damages that The Pines Community Services Association may otherwise be entitled to recover by law from such owner.

CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
THE PINES OF THE PALM BEACHES

I HEREBY CERTIFY that the Amendment attached as Exhibit "1" to this Certificate was duly adopted as an Amendment to the Declaration of Covenants, Conditions and Restrictions of The Pines of the Palm Beaches. The original Declaration is recorded in Official Records Book 3168, Page 0779 of the Public Records of Palm Beach County, Florida.

DATED this 22nd day of March, 1996.

THE PINES COMMUNITY SERVICES
ASSOCIATION, INC.

Mary Lynn Bley
Witness

By: Elisabeth Shuler
President

Michael Beg
Witness

Attest: Michael Beg
Secretary

(SEAL)

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

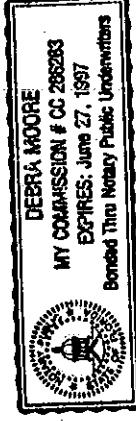
BEFORE ME personally appeared Elisabeth Shuler, the President and Michael Beg, Secretary of The Pines Community Services Association, Inc., who produced n/a as identification or are personally known to me to be the individuals who executed the foregoing instrument and acknowledged to and before me that they executed such instrument as President and Secretary of The Pines Community Services Association, Inc. with due and regular corporate authority, and that said instrument is the free act and deed of the Association.

WITNESS my hand and official seal this 22nd day of March, 1996.

Debra Moore
Notary Public
State of Florida at Large
My Commission Expires:

(SEAL)

This instrument prepared by:
Edward Dicker, Esquire
ST. JOHN, KING & DICKER
500 Australian Avenue So., Suite 600
West Palm Beach, Florida 33401
(407) 655-8994
3381012.29C



AMENDMENT TO THE BYLAWS OF
THE PINES COMMUNITY SERVICES ASSOCIATION, INC.

The original Declaration of Covenants, Conditions and Restrictions of The Pines of the Palm Beaches is recorded in Official Record Book 3168, Page 0779, of the Public Records of Palm Beach County, Florida.

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

Article III(A) of the Association Bylaws shall be amended to read as follows:

The annual members' meeting shall be held at such location as shall be designated in the Notice of Meeting ~~at 8:00 P.M., East Standard Time, on the first Tuesday in~~ during the month of February of each year, for the purpose of electing directors and transacting any other business authorized to be transacted by the members, provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a legal holiday.

AMENDMENTS TO THE DECLARATION OF CO-OWNERS,
CONDITIONS AND RESTRICTIONS OF
THE PINES OF THE PALM BEACHES

In the following amendments, words deleted are lined through and words added are underlined.

Article V, Section 3(e) shall be amended as follows:

~~Notwithstanding anything in this Section or this document to the contrary, Declarant as Developer, its successors or assigns as Developer of the Project, shall not be assessed for maintenance or for capital improvements on any lot within the pines which Declarant, its successors or assigns may own which is not improved with a dwelling unit. Declarant shall be assessed, after surrender of control of the Homeowners Association, as any other lot owner for lots owned by the Declarant, its successors or assigns, which contain a dwelling unit. Notwithstanding anything to the contrary contained in this Declaration or any other document governing The Pines, owners of all lots, regardless of whether a unit is constructed and regardless of whether the lot is owned by the Declarant or a successor of the Declarant, shall be obligated to pay assessments to the Association.~~

A new section, known as Article V, Section 15 shall be added to read as follows:

Notwithstanding anything to the contrary contained herein, if an adopted budget requires assessments against owners in any fiscal year which exceed 115% of the assessments for the preceding year, the Board, upon written application of 10% of the owners, shall call a special meeting of the owners within 30 days. The meeting shall be held upon not less than 10 days written notice to each owner. At the special meeting, the owners shall consider and enact a budget. The adoption of the budget shall require a vote of not less than a majority vote of all owners. If a meeting of owners has been called and a quorum is not attained or a substitute budget is not adopted by the owners, the budget adopted by the Board of Directors shall go into effect as scheduled.

In determining whether assessments exceed 115% of assessments in the preceding year, reserves, anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, or assessments for betterments, shall be excluded from the computation.

Exhibit "1"

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

CERTIFICATE OF AMENDMENT TO THE ARTICLES OF
INCORPORATION OF THE PINES OF THE PALM BEACHES

I HEREBY CERTIFY that the Amendments attached as Exhibit "1" and "2" to this Certificate were duly adopted as an Amendment to the aforesaid Articles of Incorporation. The original Declaration is recorded in Official Records Book 3168, at Page 0779 of the Public Records of Palm Beach County, Florida.

DATED this 18th day of June, 1991.

The Pines Community Services
Association, Inc.

By: [Signature] (President) (Seal)

By: [Signature] (Secretary)

Witness

Witness

STATE OF FLORIDA)
) ss
COUNTY OF PALM BEACH)

BEFORE ME personally appeared Ben Dietzka, President and Jodi Stewart, Secretary of The Pines Community Services Association, Inc. and known to me to be the individuals who executed the foregoing instrument and acknowledged to and before me that they executed such instrument as President and Secretary of the Association with due and regular corporate authority, and that said instrument is the free act and deed of the Association.

WITNESS my hand and official seal this 18th day of June, A.D. 1991.

[Signature]
Notary Public

State of Florida at Large

(SEAL)

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC, STATE OF FLORIDA

BONDED (BY AGENT'S NOTARY BROKERAGE)

This instrument prepared by:

Edward Dicker, Esquire

ST. JOHN & KING

500 Australian Avenue So., Suite 800

West Palm Beach, Florida 33401

(407) 655-8994

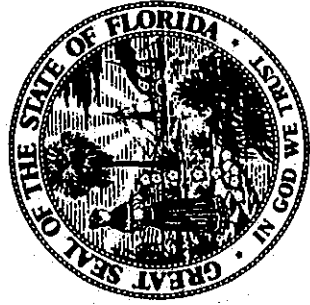
State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Amendment, filed on May 6, 1991, to Articles of Incorporation for THE PINES COMMUNITY SERVICES ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is 745239.



Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
10th day of May, 1991.

A handwritten signature in cursive script, reading "Jim Smith", is written over the printed name and title.

Jim Smith
Secretary of State

CR2EO22 (2-91)

ARTICLES OF AMENDMENT
to
ARTICLES OF INCORPORATION

Pursuant to the provision of Chapter 617, Florida Statutes, the undersigned corporation adopts the following articles of amendment to its articles of incorporation.

FIRST: The name of the corporation is:

THE PINES COMMUNITY SERVICES ASSOCIATION, INC.

SECOND: The following amendment(s) to the articles of incorporation was (were) adopted by the corporation:

SEE ATTACHED

FILED
STACY-G IN 7:59
TALLAHASSEE, FLORIDA

THIRD: The amendment(s) was (were) adopted by the Board of _____ on the 21st day of March, 1991.

FOURTH: The above amendment(s) was (were) approved by a majority of the members of the corporation on the 18th day of November, 19 88.

Dated 4/18, 19 91

Corporation Name

By X [Signature]
President or Vice President

By [Signature]
Secretary or Assistant Secretary

STATE OF Florida
COUNTY OF Palm Beach

JRB 6834 Pg 716

Before me, the undersigned authority, personally appeared Jean Dretzka and Jodi Stinnett to me well known to by the person(s) who executed the foregoing articles of amendment to articles of incorporation and acknowledged before me, according to law, that he made and subscribed the same for the purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 18th day of April, 1997.

Diane X Moore
Notary Public

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 27, 1993
BONDED THRU AGENT'S NOTARY BROKERAGE

FILED

JULY-6 AM 7:59

TALLAHASSEE, FLORIDA

AMENDMENT TO THE

ARTICLES OF INCORPORATION

OF

THE PINES COMMUNITY SERVICES ASSOCIATION, INC.

a Corporation not for profit
under the laws of the State of Florida

WHEREAS, THE PINES COMMUNITY SERVICES ASSOCIATION, INC. is a corporation not for profit under the laws of the State of Florida, with Articles of Incorporation filed in the Office of the Secretary of State on the 13th day of December, 1978, and

WHEREAS, the Association was organized for the purpose of owning and operating certain lands, and personal property located in Palm Beach County, Florida, which lands and personal property are to be used in common with the members of THE PINES COMMUNITY SERVICES ASSOCIATION, INC., which members shall all be property owners at The Pines of the Palm Beaches, and

WHEREAS, such operation by the Association includes the management of The Pines of the Palm Beaches in keeping with the terms and conditions as set forth in the Declaration of Covenants, Conditions and Restrictions of The Pines of the Palm Beaches, and the enforcement of such Covenants, Conditions and Restrictions, as recorded in the Public Records of Palm Beach County, Florida in Official Record Book 3168, page 779, and its By-Laws, and

WHEREAS, seventy-five (75%) per cent of the Board of Directors propose to amend the ARTICLES OF INCORPORATION of THE PINES COMMUNITY ASSOCIATION, INC., and

WHEREAS, pursuant to ARTICLE XIII of the aforementioned

ARTICLES OF INCORPORATION, the following Amendment to the last paragraph of ARTICLE VI, BOARD OF DIRECTORS of the ARTICLES OF INCORPORATION OF THE PINES COMMUNITY SERVICES ASSOCIATION, INC., is approved and adopted as follows:

ARTICLE VI

BOARD OF DIRECTORS

. . .

~~Representation-in-person-or-by-proxy-of-fifty-one-(51%)--percent-of-the-Members-of-the-Association-shall-be-deemed-a-quorum.~~

The quorum required for any annual or special members meeting shall be one third (1/3) of the membership represented in person or by proxy. In the event that the Members of the Association and/or the Officers and Directors thereof fail to act after the control of the Association has been transferred from the Developer to the other Members, the Developer, upon thirty (30) days written notice to the Association shall have the right to appoint new Officers and Directors of the Association who shall then have the right to carry out the duties of the Association, make decisions required, determine assessments, and enforce the collection of the same. There shall be no meeting required during such time as the Members and/or Officers and Directors are in default of their duty to act.

THE FOREGOING AMENDMENT to the last paragraph of ARTICLE VI
BOARD OF DIRECTORS was adopted according to the Bylaws of THE
 PINES COMMUNITY SERVICES ASSOCIATION, INC., a Corporation not for
 profit under the laws of the State of Florida, and pursuant to
 ARTICLE XIII of those ARTICLES OF INCORPORATION by affirmative
 vote of the members of THE PINES COMMUNITY SERVICES ASSOCIATION,
 INC., on the 29th day of November, 1990.

Witnesses as to all officers:

Henry Chapin

Robert D. Wong

THE PINES COMMUNITY SERVICES
 ASSOCIATION, INC.

[Signature]
 President

[Signature]
 Vice President

[Signature]
 Treasurer

[Signature]
 Secretary

STATE OF FLORIDA]
]
 COUNTY OF PALM BEACH]

ss:

I HEREBY CERTIFY that on this day, before me, a Notary
 Public duly authorized in the State and County aforesaid, to take
 acknowledgments, personally appeared
 to me known to be the officers of THE PINES COMMUNITY SERVICES
 ASSOCIATION, INC., and they acknowledged before me that they each
 signed their names to the foregoing instrument.

WITNESS my hand and official seal in the County and State
 aforesaid this 29th day of November, 1990.

[Signature]
 Notary Public

My Commission expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
 MY COMMISSION EXPIRES JUNE 27, 1993
 BONDED THRU AGENT'S NOTARY BROKERAGE

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

AMENDMENTS TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
THE PINES OF THE PALM BEACHES

The original Declaration of Covenants, Conditions and Restrictions of The Pines of the Palm Beaches is recorded in Official Record Book 3168, page 0779, of the Public Records of Palm Beach County, Florida.

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

A second paragraph to Article V, Section 9, of the aforesaid Declaration shall be added as follows:

Notwithstanding any provision to the contrary contained in this Section or elsewhere in this Declaration, the Articles of Incorporation or the Association Bylaws, commencing with the recording of this amendment in the Public Records of Palm Beach County, the Association shall have the responsibility to maintain, repair and replace the exterior shingles located on the mansard of each unit. However, the Association shall not have any responsibility with respect to any items located beneath the shingles.

In order to pay for the costs to be incurred in connection with this maintenance obligation, the Association shall have the authority to levy a special assessment equally against all owners within the Pines for the costs incurred. In addition, or as an alternative, the Association may include the anticipated costs of such maintenance, repair or replacement in the annual budget or an amended annual budget, notwithstanding any limitations which may be contained elsewhere. The decision to levy the special assessment or to include all or a portion of the expenses in the annual budget or an amended annual budget, shall be a Board decision, without owner approval being required.

The Association shall also have the authority to borrow money for all or a portion of these costs and in connection with the borrowing of any money, the Association shall have the authority to mortgage any of the common area, notwithstanding any limitation elsewhere to the contrary.

In the event any costs incurred by the Association in connection with this maintenance obligation are due to the negligence or willful misconduct of an owner (or his family, tenants or guests), the Association is authorized to recover the sum expended from the responsible owner. If this sum is not paid by the owner, said sum shall be

CERTIFICATE OF AMENDMENT TO THE BYLAWS OF
THE PINES COMMUNITY SERVICES ASSOCIATION, INC.

I HEREBY CERTIFY that the Amendment attached as Exhibit "1" to this Certificate was duly adopted as an Amendment to the Bylaw of The Pines Community Services Association, Inc. The original Declaration is recorded in Official Records Book 3168, at Page 0779 of the Public Records of Palm Beach County, Florida.

DATED this 29th day of November, 1990

The Pines Community Services
Association, Inc.

By: [Signature] (Seal)
President

By: [Signature]
Secretary

[Signature]
Witness

[Signature]
Witness

STATE OF FLORIDA)
) ss
COUNTY OF PALM BEACH)

BEFORE ME personally appeared Jean Dretzka,
President Jodi Stinnett, Secretary of The Pines
Community Services Association, Inc. and known to me to be the
individuals who executed the foregoing instrument and acknowledged
to and before me that they executed such instrument as President
and Secretary of the Association with due and regular corporate
authority, and that said instrument is the free act and deed of the
Association.

WITNESS my hand and official seal this 29th day of
November, A.D. 1990.

[Signature]
Notary Public

State of Florida at Large
My Commission Expires: NOTARY PUBLIC, STATE OF FLORIDA AT LARGE (SEAL)
MY COMMISSION EXPIRES JUNE 27, 1993

This instrument prepared by:
Edward Dicker, Esquire

ST. JOHN & KING
500 Australian Avenue So., Suite 800
West Palm Beach, Florida 33401
(407) 655-8994

deemed an assessment and shall be collectible in the same manner as an assessment, as set forth elsewhere in this Declaration and the Association Bylaws.

No owner shall do anything which impairs or interferes with the performance of the Association obligation as set forth herein, and each owner has the affirmative duty to cooperate with the Association and to permit any of the work required pursuant to this provision to be performed by the Association, its agents, employees or contractors. Further, the Association is granted an easement for purposes of inspecting, maintaining, repairing or replacing the shingles.

Notwithstanding the above, this provision shall not require the Association to tent a building for termites or to perform any other exterminating service for termites.

Article V(7) of the aforesaid Declaration shall be amended to read as follows:

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 rate of ten per cent (10%) per annum. In addition, the Owner shall be obligated to pay a late charge in an amount determined by the Board of Directors, from time to time. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. 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. In the event of an action at law, an action in equity, or other judicial proceeding to enforce the provisions of this section, the Owner shall be responsible for the payment of all expenses, including a reasonable attorney's fee, in the event the Association is successful. The costs and fees awarded shall be and constitute a lien against the land which lien can be enforced as would a lien for nonpayment of assessments.

Article VII(7) shall be amended to read as follows:

No trailers, campers, boats or trucks larger than a van or pickup shall be kept nor may any of them be used for either temporary or permanent residential purposes. In addition, residents (whether they be owners or tenants)

are permitted to park the following number of permitted vehicles, depending on the size of the unit:

two bedroom unit - a maximum number of two vehicles;
three bedroom unit - a maximum number of three vehicles.

Any units which presently exceed the above limitations shall have the additional vehicles grandfathered in, providing the owner or tenant register such vehicles with the Association on or before April 1, 1996, and further providing that a decal issued by the Association be appropriately displayed on the vehicles. In addition, the Board of Directors has the authority to designate certain areas for the parking of additional permitted vehicles.

A new Article XII shall be added to read as follows:

LEASE APPROVAL

Notwithstanding anything to the contrary contained in this or any other document governing The Pines, the Association, through the Board of Directors, shall have the right to approve all leases. The rules and procedure in connection with such lease approval shall be promulgated by the Board from time to time. The initial rules governing the lease approval process are as follows:

a. Procedure. Any Owner intending to make a lease shall give to the Association notice of such intention, together with the name and address of the proposed lessee and such other information concerning the proposed lessee as the Association may reasonably require, and a copy of the proposed lease. The Lease must be approved in writing by the Board or its committee, prior to it becoming effective and prior to occupancy or storage of personal belongings thereunder. In order for the Association to examine the proposed lessee's credentials and determine whether the proposed lease will be approved, the Owner shall submit to the Association a properly executed application for approval. In addition, the Board may require a personal interview with the prospective lessees and occupants as a further condition to approval. Notwithstanding any provision to the contrary, the term of each lease shall be for a minimum of 12 months. After the proposed lease is approved, a copy of the executed lease shall be furnished by the unit owner to the Association. In addition, no subletting of units is permitted.

b. Criteria. In determining whether or not to approve a proposed lessee, the Board may consider, but shall not be limited to, the following: whether the lessee would be in violation of any provision contained in the governing documents; whether the owner is delinquent in the payment of assessments; the criminal background of the lessee(s); references (including references from employees and landlords).

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

d. Application Form. The Association is vested with the authority to prescribe an application form which may require specific personal and other data relating to the intended lessees and occupants. Said application shall be completed and submitted to the Association. By submitting an application form, all tenants promise to abide by all provisions contained in any document governing The Pines. In addition, each owner guarantees that his tenant(s) will abide by all such provisions.

e. Transfer Fee. The Board is authorized to charge a fee in connection with and as a condition for lease approval in an amount to be determined by the Board.

f. Approval or Disapproval. If the proposed transaction is a lease, then within three (3) business days after receipt of all information, documents, approval fee and interview (if required above), the Association must either approve or disapprove the proposed lease. The approval or disapproval shall be stated in a certificate executed by the President, or the Vice-President, and shall be delivered to the Owner. The failure of the Association to act within said time period shall constitute an automatic approval.

Any approval granted herein is conditioned upon the tenant and occupants abiding by all provisions contained in any document governing The Pines. Upon a tenant or occupant violating any such provision, the Association may revoke its approval and/or proceed with any and all legal and/or equitable remedies against the owner and/or tenant, including but not limited to, any of the remedies set forth below.

g. Remedies. In the event any provision contained herein is not complied with, the Association may approve or disapprove the transfer as set forth above. In the event the transfer is disapproved, the Association shall have the right to remove any occupant(s) by injunctive relief, eviction or otherwise. In addition, or as an alternative, the Association shall have the right to pursue any other remedy contained elsewhere in this Declaration. In the event any attorneys' fees are incurred by the Association as a result of not complying with this Article, the subject owner shall be responsible to pay same, whether or not a lawsuit is filed.

If after approval of lease, the Association ascertains that there was incorrect or false information provided by the applicant, the Association has the right to disapprove the lease at that time and to pursue any of the remedies set forth above.

Rules a through g above, may be modified from time to time by the Board.

Any owner whose unit is leased at the time this amendment is effective must furnish the tenant's name, and other information required by the Board, to the Association on or before May 1, 1996.

A new Article XIII shall be added to read as follows:

SALES AND RENTALS

Section 1: The townhouse owner shall notify the Association in writing of his intention to sell or lease his townhouse unit and furnish with such notification a copy of the contract for sale. In the event of a sale, it shall then be the responsibility of the purchaser of the townhouse unit to furnish the Association with a recorded copy of the Deed of Conveyance indicating that owner's mailing address for all future assessment notices and other correspondence from the Association. Prior to the issuance by the Association of a certificate indicating the Association's approval of the transaction, the new purchaser shall be required to execute a certificate acknowledging that he takes title subject to the Declaration of Covenants, By-Laws, Articles of Incorporation, Rules and Regulations, which he agrees to abide by. The Association shall retain the purchaser's certificate in its records, and the seller shall furnish a copy of the documents. It is not the intention of this Article to grant to the Association a right of approval or disapproval of purchaser. It is, however, the intent

of the Article to impose an affirmative duty on the townhouse owners to keep the Association fully advised of any changes in occupancy or ownership for the purposes of facilitating the management of the Association's membership records.

A new Article XIV shall be added to read as follows:

ARTICLE XIV (NEW)

FINES. In addition to all other remedies, a fine or fines may be imposed upon an Owner for failure of an Owner, his family guests, invitees, tenants, or employees to comply with any covenant, restriction, rule or regulation contained in the Declaration of Covenants and Restrictions or promulgated pursuant to those Declaration, as they exist now or may be hereafter amended, provided the following procedures are adhered to:

- a. Notice: The Pines Community Services Association shall notify the Owner of the infraction or infractions. Included in the notice shall be a reference stating that the owner has the right to appear before a Committee.
- b. Hearing: Evidence of noncompliance shall be presented to the Committee after which the Committee shall hear evidence and reasons why penalties should not be imposed if offered by the Owner. A written decision of the Committee shall be submitted to the Owner by not later than twenty-one (21) days after the Committee meeting.
- c. Penalties: The Committee may impose fines up to the maximum amount permitted by law.
- d. Payment of Penalties: Fines shall be paid not later than thirty (30) days after notice of the imposition or assessment of the penalties.
- e. Collection of Fines: Fines shall be treated as an individual assessment otherwise due to the Pines Community Services Association, and if enforcement of such becomes necessary, then the Association shall be entitled to its costs of collection, including a reasonable attorneys fee at both trial and appellate levels.

DOROTHY H. WILKEN, CLERK PS COUNTY, FL

f. Application of Penalties: All monies received from fines shall be allocated as directed by the Board of Directors.

g. Nonexclusive Remedy: These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which The Pines Community Services Association may be otherwise legally entitled; however, any penalty paid by the offending Owner shall be deducted from or offset against any damages that The Pines Community Services Association may otherwise be entitled to recover by law from such owner.

CERTIFICATE OF AMENDMENT TO THE BYLAWS OF
THE PINES COMMUNITY SERVICES ASSOCIATION, INC.

I HEREBY CERTIFY that the Amendment attached as Exhibit "1" to this Certificate was duly adopted as Amendment to the Bylaws of The Pines Community Services Association, Inc. The original Declaration of Covenants, Conditions and Restrictions of The Pines of the Palm Beaches is recorded in Official Records Book 3168, Page 0779 of the Public Records of Palm Beach County, Florida.

DATED this 22nd day of March, 1996.

As to witnesses:

Maureen E. Dicker
Witness

[Signature]
Witness

STATE OF FLORIDA)
COUNTY OF PALM BEACH) ss

THE PINES COMMUNITY SERVICES
ASSOCIATION, INC.

BY: Elizabeth A. Huber
President

Attest: Michael D. King
Secretary (SEAL)

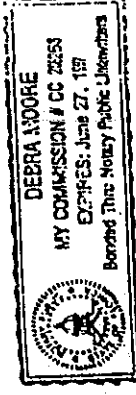
BEFORE ME personally appeared Elizabeth Huber, the President and Michael King, Secretary of The Pines Community Services Association, Inc., who produced n/a as identification or are personally known to me to be the individuals who executed the foregoing instrument and acknowledged to and before me that they executed such instrument as President and Secretary of the Association with due and regular corporate authority, and that said instrument is the free act and deed of the Association.

WITNESS my hand and official seal this 22nd day of March, 1996.

Debra Moore
Notary Public
State of Florida at Large
My Commission Expires:

This instrument prepared by:
Edward Dicker, Esquire
ST. JOHN, KING & DICKER
500 Australian Avenue So., Suite 600
West Palm Beach, Florida 33401
(407) 655-8994
33810102.29C

(SEAL)



AMENDMENT TO THE BYLAWS OF
THE PINES COMMUNITY SERVICES ASSOCIATION, INC.

The original Declaration of Covenants, Conditions and Restrictions of The Pines of the Palm Beaches is recorded in Official Record Book 3168, Page 0779, of the Public Records of Palm Beach County, Florida.

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

Article III(A) of the Association Bylaws shall be amended to read as follows:

The annual members' meeting shall be held at such location as shall be designated in the Notice of Meeting ~~at 8:00 P.M., East Standard Time, on the first Tuesday in~~ during the month of February of each year, for the purpose of electing directors and transacting any other business authorized to be transacted by the members, provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a legal holiday.