

PREPARED BY & RETURN TO: WC/53
Curtis L. Shenkman, Esquire
DeSantis, et al, Law Firm
11891 U.S. Highway One
North Palm Beach, Florida 33408
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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
BRITTANY VILLAGE PROPERTY OWNERS ASSOCIATION, INC.

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BRITTANY VILLAGE PROPERTY OWNERS ASSOCIATION, INC.

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, made and executed this _____ day of _____, 1993 by BRITTANY VILLAGE PROPERTY OWNERS ASSOCIATION, INC., (the "Association"), and M/I SCHOTTENSTEIN HOMES, INC., (the "Developer").

WHEREAS, the Village of Palm Beach Lakes is a Planned Community District in accordance with the Zoning Code of the City of West Palm Beach.

WHEREAS, the Perini Land and Development Company, a Delaware corporation, has caused the Declaration of Protective Covenants and Restrictions for the Village of Palm Beach Lakes to be recorded in Official Record Book 3821, Page 89 in the Public Records of Palm Beach County, Florida; and

WHEREAS, the Developer owns the real property platted as Village Park Replat, recorded in Plat Book 70, Pages 139-140, being a replat of Lots 1 through 9 of Village Park Villages of Palm Beach Lakes Plat No. 2, as recorded in Plat Book 44, Pages 1 through 19, all of the Public Records of Palm Beach County Florida, (the "Property"); and

WHEREAS, the Developer wishes to provide for the preservation and enhancement of property values, amenities and opportunities within the Property, as hereinafter defined, in order to contribute to the personal and general health, safety and welfare of the Property owners and residents therein, and to this end wishes to subject the Property to the covenants, restrictions, easements, reservations, assessments, charges, liens and other provisions hereinafter set forth.

NOW THEREFORE, Developer hereby declares the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, reservations, assessments, charges, liens and other provisions hereinafter set forth in this Declaration of Covenants, Conditions and Restrictions.

ARTICLE IDEFINITIONS

The following terms, as used in this Declaration shall have the following meanings:

Section 1. ARTICLES OF INCORPORATION OR ARTICLES shall mean and refer to the Articles of Incorporation of Brittany Village Property Owners Association, Inc., a Florida Corporation not-for-profit attached hereto as Exhibit A and by reference made a part hereof, and as the same may be amended and supplemented from time to time.

Section 2. ASSESSMENTS shall mean and refer to all general assessments, special assessments, emergency special assessments and all other fees, charges and fines levied by the Association against Unit Owners for sums necessary to provide for the payment of all Common Expenses and to supply funds for budgetary requirements of the Association and allocated among the Unit Owners.

Section 3. ASSOCIATION shall mean and refer to Brittany Village Property Owners Association, Inc., a Florida corporation not-for-profit, and its successors and assigns.

Section 4. BOARD OR BOARD OF DIRECTORS shall mean and refer to the Board of Directors of the Association, which shall be responsible for the administration of the Association.

Section 5. BOARD OF GOVERNORS shall mean and refer to the Board of Governors of the Master Association.

Section 6. BYLAWS shall mean and refer to the Bylaws of Brittany Village Property Owners Association, Inc., a Florida corporation not-for-profit, attached hereto as Exhibit B and by reference made a part hereof, and as the same may be amended and supplemented from time to time.

Section 7. BYLAWS OF THE MASTER ASSOCIATION shall mean and refer to the Bylaws of Villages of Palm Beach Lakes Property Owners' Association, Inc., a Florida corporation not-for-profit, the provisions of which were recorded on November 5, 1982, in Official Record Book 3821, commencing on Page 119 and following in the Public Records of Palm Beach County, Florida, and by reference made a part hereof, and as the same may be amended and supplemented from time to time with all terms and provisions being expressly incorporated herein by this reference.

Section 8. CITY shall mean and refer to the City of West Palm Beach, an incorporated municipality created pursuant to Article VIII of the Constitution of the State of Florida.

Section 9. "CLASS I LOTS" shall mean and refer to any Lot upon which a Residential Unit has been completed as evidenced by issuance of a Certificate of Occupancy by the City.

Section 10. "CLASS II LOTS" shall mean and refer to any Lot which is unimproved or upon which construction of a Residential Unit has commenced but has not yet been completed, nor received a Certificate of Occupancy from the City.

Section 11. COMMON AREA shall mean all personal and real property and improvements thereon owned by the Association for the common use and enjoyment of the Members.

Section 12. COMMON EXPENSES shall mean and refer to all expenses incurred by the Association in connection with its ownership, maintenance and other obligations set forth herein, regarding the Common Area, or as may be otherwise determined by the Board of Directors.

Section 13. COMMON SURPLUS shall mean and refer to all receipts of the Association, including, but not limited to, assessment, rents, profits, and revenues in excess of the amount of Common Expenses.

Section 14. COUNTY shall mean and refer to Palm Beach County, Florida.

Section 15. DECLARATION shall mean and refer to this instrument and all Exhibits attached hereto, and as the same may be amended and supplemented from time to time.

Section 16. DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR THE VILLAGES OF PALM BEACH LAKES OR MASTER ASSOCIATION DECLARATION/DOCUMENTS shall mean and refer to the terms and provisions of that certain Declaration of Protective Covenants and Restrictions for the Villages of Palm Beach Lakes recorded November 5, 1982, in Official Record Book 3821, commencing at Page 89, as amended recorded November 12, 1987 in Official Record Book 5481, Page 1061, all in the Public Records of Palm Beach County, Florida, as the same may be further amended and supplemented from time to time.

Section 17. DEVELOPER shall mean and refer to M/I Schottenstein Homes, Inc., a Delaware corporation qualified to do business in the State of Florida, doing business as M/I Homes, its successors or assigns if any such successor or assign acquires any right, title or interest to or in all or any portion of the Village of Palm Beach Lakes, as hereinafter defined, from the Developer for the purpose of development and is designated by recorded documents executed by the Presidents or any other officers of the Developer.

Section 18. FRONT YARD shall mean the area of a Lot from the street front property line to a plane extending in line with the rear line of a Residential Unit.

Section 19. INSTITUTIONAL FIRST MORTGAGE shall mean and refer to a mortgage which is a first lien on a Unit held by a bank, savings bank, a savings and loan association, insurance company, real estate investment trust, the Developer, its subsidiaries or affiliates or any other recognized institution.

Section 20. INSTITUTIONAL FIRST MORTGAGEE OR INSTITUTIONAL MORTGAGEE OR MORTGAGEE shall mean and refer to the holder of an Institutional First Mortgage which is also a bank, savings bank, a savings and loan association, insurance company, real estate investment trust, the Developer, or any other recognized lending institution.

Section 21. LOT shall mean and refer to any plot of land numerically designated and shown or described in any recorded plat within the real Property which is subject to this Declaration, with the exception of the Common Area, as herein defined.

Section 22. MASTER ASSOCIATION shall mean and refer to the Village of Palm Beach Lakes Property Owners' Association, Inc., a Florida Corporation Not-For-Profit, its successors and assigns.

Section 23. MASTER ASSOCIATION ASSESSMENT OR M.A. ASSESSMENT shall mean and collectively refer to a share of the funds required for the payment of expenses incurred by the Master Association in accordance with the Master Association Documents, as hereinafter defined, special assessments, emergency special assessments, and all other fees, charges and fines levied by the Master Association.

Section 24. MEMBER shall mean and refer to every Unit Owner who shall be required to hold membership in the Association, upon acquisition of title to his Unit.

Section 25. MEMBER OF THE MASTER ASSOCIATION shall mean and refer to any association, condominium association, builder, the Developer, or other individual or entity, who shall together comprise the membership of the Master Association, in accordance with the Master Association Documents. An Owner who acquires title to a Unit from the Developer shall be a Member of the Association and a Member of the Master Association.

Section 26. OWNER OR UNIT 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 Property and shall not include those having merely a security interest for the performance of an obligation in the Property.

Section 27. PROPERTY shall mean the property platted as Village Park Replat, recorded in Plat Book 70, Page 139-140, being a replat of lots 1 through 9 of Village Park Villages of Palm Beach Lakes Plat No.2, as recorded in Plat Book 44, Pages 1 through 19, all of the Public Records of Palm Beach County, Florida, and any additional property which may be made subject to this Declaration by virtue of amendment hereto.

Section 28. RESIDENTIAL UNIT OR UNIT shall refer to any dwelling Unit constructed on a Lot or Lots together with other improvements constructed thereon within the Property for use and occupancy as a residence by a single family.

Section 29. VILLAGE OF PALM BEACH LAKES shall mean and refer to that Planned Community District which is located in the City of West Palm Beach, Palm Beach County, Florida, and is known as the Villages of Palm Beach Lakes, as same is legally described in the Zoning Code of West Palm Beach.

Section 30. SURFACE WATER MANAGEMENT SYSTEM shall mean and refer to those lakes, canals, water control structures and other facilities created and used for drainage of the Property and for recreational purposes, in accordance with the terms of the Master Association Documents.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. EXISTING PROPERTY. The initial property which shall be subject to this Declaration upon the recordation hereof in the Public Records of the County, is that Property defined and described herein.

Section 2. ADDITIONAL PROPERTY. Developer may, at any time and from time to time, subject additional property to this Declaration by recording in the Public Records of the County an amendment to this Declaration describing such additional property.

ARTICLE III

PROPERTY RIGHTS

Section 1. TITLE TO THE COMMON AREA. Title to the Common Area within the Property shall be deeded by the Developer to the Association free and clear of all encumbrances before the first Lot is conveyed to an Owner.

Section 2. GENERAL EASEMENTS. Each of the following easements, as same may now or hereafter be shown on any plat or plats of record or in any other document filed as to any part of the Property, are hereby reserved and otherwise created and conveyed in favor of the Master Association, the Association, all Owners, the Developer, and their respective licensees, invitees, grantees, successors, and assigns unless said licensees, invitees, grantees, successors, and assigns are the subject of an action of the Board prohibiting their entry onto the Property, and are covenants and servitudes running with the title to the Property:

(a) Utilities. An easement for utilities, including, but not limited to, electricity, telephone, water and wastewater services, drainage, and irrigation systems, or as may be required for utility services, including the maintenance and operation of wells, well sites, and systems for drainage, irrigation and effluent areas in order to adequately serve all or any part of the Property, and all improvements thereon.

(b) Pedestrian and Vehicular Traffic. An easement for pedestrian and vehicular traffic over, through and across the Common Area, but the same shall not give or create in any person the right to drive or park upon any portion of the Property not intended for such common use of designated as such by the Developer.

(c) Emergency Vehicles. An easement for the right of all lawful emergency vehicles, equipment and persons in connection therewith to pass over and across all portions of the Property to service the Owners, residents and all improvements.

(d) Maintenance and Repair. Easements for maintenance and repair and easements to enter over, through and upon all portions of the Property for the purpose of maintaining, repairing and replacing the Common Area, and all other commercial and recreational facilities which constitute a part of the Village of Palm Beach Lakes.

(e) Ingress and Egress Easements for Lots. An easement for ingress and egress from and to each Lot, the Common Area and such other commercial and recreational facilities as may be herein described.

(f) Security System. An easement for any security system which may be constructed in or on the Property, or as may be required for security purposes by the Board in order adequately to secure all or any portion of the Property, and any improvements thereon.

(g) Construction. An easement to enter upon, through and over and use any portion of the Property in connection with any construction on the Property, or elsewhere within the Village of Palm Beach Lakes as determined by the Developer.

(h) Maintenance of Water Management System. An easement or easements for access to, maintenance, repairs and operation of the Surface Water Management System, including the littoral zone.

(i) Easements for the Developer. Easements are hereby reserved throughout the Common Area, including, without limitation, the streets and the easements shown on the plat or plats of the Property, by the Developer, for its use and the use of its agents, with the development, marketing and sale of the Property.

(j) Easements for the Association. The Developer and the Association shall have the right to grant such additional easements (including, without limitation, easements to private cable television service companies) or to relocate existing easements throughout the Property as the Developer or the Association may deem necessary or desirable for the proper operation and maintenance of the Property, or any portion thereof, provided that such additional easements or relocation of existing easements do not prevent or unreasonably interfere with the Owners' use or enjoyment of the Property.

(k) Restrictions on Owner Easements. No Owner shall grant any easement upon any portion of the Property to any person or entity, without the prior written consent of the Board, which shall not be unreasonably withheld.

(l) Reciprocal Easement. The Owner of each Lot shall have an open area easement on the Lot of any adjacent Unit which is constructed on a common boundary line, within one and one-half (1 -1/2) feet of said common boundary line, rear yards excluded, for the placement of utility service meters.

(m) Encroachments. If any portion of the Common Areas encroaches upon any Lot, or if any Unit or other original constructed improvement by the Developer under the original building permit(s) encroaches upon any Lot or upon any portion of the Common Areas, or if any encroachment shall hereafter occur as a result of (i) construction or reconstruction of any improvements, (ii) settling or shifting of any improvements, (iii) any addition, alteration or repair to the Common Areas made by or with the consent of the Association, (iv) any repair or restoration of any improvements of any Unit after damage by fire or other casualty, or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit of the Common Areas, or (v) any non-

purposeful or non-negligent act of an Owner except as may be authorized by the Association, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the improvements shall stand. A gate or fence post which merely touches a Unit constructed on a common boundary line of an adjacent Lot shall not be considered an encroachment.

(n) Service Easements. Developer hereby grants to delivery, pick up and fire protection services, police and other authorities of the law, mail carriers, representatives of electrical, telephone, cable television and other utilities provided for herein, and to such other Persons as the Developer or the Association may from time to time designate, the nonexclusive, perpetual right of ingress and egress over and across the Common Areas, now or hereafter created, for the purpose of performing their services and investigations.

(o) Additional Right-of-Way. In the event that any sidewalks which are constructed parallel to any roadway located within the Property are located all or partially within any Lot on the Property, then a nonexclusive, perpetual right-of-way shall exist on any portion of said sidewalks which are located with the Lot.

(p) Roof Overhang and Zero Wall. The Owner of each Lot shall have an easement on any adjacent Lot, within three (3) feet of the Owner's zero-lot line for roof overhangs and for the maintenance of the zero-lot line wall facing said adjacent Lot.

ARTICLE IV

ASSOCIATION NETWORK

Section 1. MASTER ASSOCIATION. The Village of Palm Beach Lakes Property Owners' Association, Inc., is a Florida corporation not-for-profit, in accordance with the Articles of Incorporation of the Master Association, recorded in Official Record Book 3821 at Page 105 of the Public Records of Palm Beach County, Florida.

Section 2. ASSOCIATION. The Developer has caused to be incorporated, the Brittany Village Property Owners Association, Inc., a Florida corporation not-for-profit, in accordance with the Articles of Incorporation, a copy which is attached hereto and made a part hereof as Exhibit A. The Association has not been formed, organized, or incorporated in such a manner to qualify for tax exempt status under any provision of the Internal Revenue Code. It shall have the duties imposed in its Articles of Incorporation and

Bylaws, and in accordance with this Declaration. The Association is or will become vested with primary authority and control over all of the Common Area and is or will become the owner of all real and personal property known as the Common Area. The Association is the organization with the sole responsibility to make and collect Assessments from all Members, which Assessments will be made in accordance with Article X. The Association may also make and collect charges for maintenance services against any Owner, or the Developer, as more fully set forth in Article X of this Declaration. The charges levied by the Master Association are separate, apart and in addition to the charges referred to herein. The Association shall have the duty and obligation to collect with respect to the Property all assessments made by the Master Association, in the event the Master Association assigns such duties to the Association in accordance with the Master Declaration, and such Master Association changes and assessments shall be lienable by the Association. The Association shall have the right to a lien for the charges and assessments to which it is entitled in accordance with Article X of this Declaration.

ARTICLE V

MEMBERSHIP AND VOTING RIGHTS

Section 1. MEMBERSHIP. Every Owner of a Lot shall automatically become a Member of the Association upon acquisition of fee simple title to any Lot, by filing a deed therefor in the Public Records of the County. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Membership shall continue until such time as the Member transfers or conveys his interest of record or the interest is transferred or conveyed by operation of law at which time membership, with respect to the Lot conveyed, shall automatically be conferred upon the transferee. No person or entity holding an interest of any type or nature whatsoever in a Lot only as security for the performance of an obligation shall be a Member.

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

Class A. Class A Members shall be all Owners with the exception of the Developer, and shall be entitled to one (1) vote for each Lot owned. In the event a Lot is owned by more than one individual or by a corporation or other entity, the Class A member shall file a certificate with the Secretary of the Association naming the person authorized to cast votes for said Lot. If the certificate is not on file, the Owner(s) shall not be qualified to vote and the vote of such Owner(s) shall not be considered nor shall the presence of such Owner(s) at a meeting be considered in determining whether the

quorum requirement has been met. If a Lot shall be owned by husband and wife as tenants by the entirety, no certificate need be filed with the Secretary naming the person authorized to cast votes for said Lot, and either spouse, but not both, may vote in person or by proxy and be considered in determining whether the quorum requirement has been met at any meeting of the Members, unless prior to such meeting, either spouse has notified the Secretary in writing that there is a disagreement as to who shall represent the Lot at the meeting, in which case the certificate requirements set forth above shall apply.

Class B. The Class B Member shall be the Developer and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) Five years after date of transfer of title of the first Residential Unit, or
- (c) Upon the Developer conveying title to all single family Residential Units located within the Property.

ARTICLE VI

RIGHTS, DUTIES AND OBLIGATIONS OF THE ASSOCIATION

Section 1. OPERATION OF PROPERTY. The operation of the Property shall be vested in the Association and exercised pursuant to the Association documents and subject to control by the Master Association as exercised pursuant to the Master Association Documents, and further subject to any other agreements, easements or restrictions affecting title to these lands and to which Developer is a party. Every Unit Owner, whether he has acquired his ownership by purchase, by gift, conveyance or transfer by operation of law, or otherwise, shall be bound by the Master Association Documents and the Association documents. The share of a Unit Owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.

Section 2. LATENT CONDITIONS. Notwithstanding the duty of the Association to maintain and repair parts of the Property, the Association shall not be liable to Unit Owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the Property.

Section 3. AUTHORITY. No Unit Owner, except as a duly authorized Officer or Director of the Association, shall have any authority to act for or on behalf of the Association.

Section 4. POWERS. The powers and duties of the Association shall include those set forth in the Bylaws and Articles of Incorporation of the Association, but, in addition thereto, the Association shall have all the powers and duties set forth in Chapters 607 and 617, Florida Statutes, as well as all powers and duties granted to or imposed upon it by this Declaration. In the event of any conflict, this Declaration shall take precedence over the Articles of Incorporation, Bylaws and applicable Rules and Regulations of the Association; the Articles shall take precedence over the Bylaws and applicable Rules and regulations; and the Bylaws shall take precedence over applicable Rules and Regulations, and as all of the same may be amended and supplemented from time to time. The Master Association Documents shall take precedence over Association documents except where Association documents are more stringent in their requirements.

Section 5. BOARD ACTION. Unless the approval or action of Unit Owners, and/or a certain specific percentage of the Board of Directors of the Association is expressly required in the Association documents or by applicable law, all approvals or actions required or permitted to be given or taken by the Association shall be given or taken by the Board of Directors, without the consent of the Unit Owners, and the Board of Directors may so approve and act through the proper Officers of the Association without a specific resolution, subject in all events to the provisions of the Master Association Documents. When an approval or action of the Association is permitted to be given or taken pursuant to the Master Association Documents and/or the Association documents, such action or approval may be conditioned in any manner not in conflict with the requirements of the Master Association Documents and/or the Association documents as the Association deems appropriate, or the Association may refuse to take or give such action or approval without the necessity of establishing the reasonableness of such conditions or refusal provided the same does not violate the requirements of the Master Association Documents and/or the Association documents.

Section 6. COMMON AREA. No person shall use the Common Area in any manner contrary to, or not in accordance with, the Association Documents including, the Rules and Regulations which may be promulgated by the Association, or the Master Association Documents, or such traffic regulation which may be adopted by the Association.

Section 7. IMPLIED RIGHTS. The Association may exercise any other right or privilege given to it expressly by this Declaration or the Bylaws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

ARTICLE VII

MAINTENANCE

Section 1. MAINTENANCE OF THE COMMON AREA. The Association shall be responsible for the maintenance and repair of the Common Area. Specifically, the property the Association shall maintain and be responsible for shall include, but not be limited to, the following:

(a) Security. Such Security system, and other security facilities, if any, which shall be operated and maintained for the benefit of all Members of the Association.

(b) Lawns. The Front Yards of each Lot, and each Owner shall be responsible for the maintenance of his back yards. The Association Board may determine from time to time to maintain the back yards of each Lot. If the Owner adds approved landscape materials to the Front Yard, said materials may be maintained by the Association; however, the Association shall not be responsible for replacement of any landscape materials. The Association may maintain the irrigation system in the Front Yards and the Owner shall maintain the irrigation system in the rear yards.

(c) Streets. All streets and streetscape within the Common Area of the Association.

(d) Walls & Fences. All walls, fences, and hedges that are on any of the Common Areas and all wood fences that are along common property lines installed by Developer as depicted on the approved Site Plan for the Property dated 12/7/92. The Association shall not be responsible to maintain the exterior of any wall of any dwelling unit. The Association shall have reasonable access to maintain said walls, fences and hedges.

(e) Improvements in Common Areas. All other improvements which may be constructed within the Common Areas.

Section 2. MAINTENANCE BY THE OWNER. The responsibility of each Owner to keep his Lot and the improvements located thereon in compliance with the standards promulgated by the Board and, in accordance with the requirements of the Master Association Declaration shall be as follows:

(a) Improvements on Lot. To maintain, protect, repair and replace, at his own cost and expense, all portions of his Lot together with all improvements, including lawn landscaping as originally installed, replaced, and supplemented from time to time, sprinkler system, and equipment located thereon, except any portions to be maintained, repaired and replaced by the Association as may be determined by the Board of Directors. Such maintenance, protection, repair and replacing shall be done without disturbing the rights of other Owners. In the event that an Owner shall fail to keep his Lot and the improvements located thereon in compliance with the standards promulgated by the Board, the Association shall have a reasonable right of entry to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the Property;

(b) No Exterior Modifications. Not to modify or change the appearance or design of any portion of the exterior of any structure or site features located on the Property which are in common view without the prior written approval of the Board of Directors and additionally as may be required by the Master Association Declaration;

(c) Report to Association. To report promptly to the Association or the Master Association any defect or need for repairs, maintenance or replacements for which the Association, or the Master Association is responsible.

(d) Yard Light(s). Owners shall be required to maintain and repair the yard light(s), and photocell system if any, to continuously remain illuminated from dusk to dawn.

ARTICLE VIII

INSURANCE AND CASUALTY LOSSES

Section 1. INSURANCE. The Association is hereby authorized to purchase insurance on the Common Area in such amounts and with such companies as the Board shall deem appropriate, which shall include a liability policy covering the Common Area with a liability limit of at least one million (\$1,000,000) dollars.

Section 2. LOSS OR DAMAGE TO THE COMMON AREA. In the event of loss or damage to the Common Area, which loss or damage is covered by insurance, the proceeds shall be paid to the Association as insurance trustee for the Members to cover such loss or damage and shall be applied to the repair, replacement or reconstruction of the Common Area, and any remaining insurance proceeds shall then be prorated on an equal basis to all Members.

Section 3. REPAIR AND RECONSTRUCTION. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the costs thereof, the Board of Directors shall, without the necessity of a vote of the Members, levy a special assessment against all Members. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

Section 4. OTHER INSURANCE. In addition to the other insurance required by this Section, the Board shall obtain, as a Common Expense, hazard insurance and worker's compensation insurance, if and to the extent necessary, to satisfy the requirements of applicable laws, and a fidelity bond or bonds on Directors, Officers, employees, and other persons handling or responsible for the Association's funds. The amount of fidelity coverage shall be determined in the Director's best business judgment, but may not be less than three (3) months' assessments, plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and may not be canceled or substantially modified without at least ten (10) days' prior written notice to the Association. The Association shall also obtain construction code endorsements, steam boiler coverage, and flood insurance, if and to the extent necessary to satisfy the requirements of The Federal Home Loan Mortgage Corporation or the Federal National Mortgage Association.

Section 5. DEVELOPER AS NAMED INSURED. Any policy of insurance, of whatever nature, which insures any risk connected with the Property, shall provide that the Developer is a named insured along with any other named insured so long as the Developer owns any portion of the Property.

ARTICLE IX

CONDEMNATION

Section 1. COMMON AREA TAKEN. Whenever all or any part of the Common Area shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of all Members) by any authority having the power of condemnation or eminent domain, each Member shall be entitled to notice thereof and to participate in the proceedings incident thereto, unless otherwise prohibited by law. The award made for such taking shall be payable to the Association as trustee for all Members to be disbursed as follows.

Section 2. RESTORE COMMON AREA IMPROVEMENTS. If the taking involves a portion of the Common Area on which improvements have

been constructed, then, unless within sixty (60) days after such taking the Developer and at least seventy five (75%) percent of the Class A Members of the Association and the Board of Directors shall otherwise agree, the Association shall restore or replace such improvement so taken on the remaining land included in the Common Area to the extent lands are available therefore, in accordance with plans approved by the Board of Directors.

Section 3. REMAINING FUNDS. If the taking does not involve any improvement on the Common Area, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board of Directors of the Association shall determine.

ARTICLE X

ASSESSMENTS AND LIEN

Section 1. AUTHORITY OF ASSOCIATION. The Association, through its Board of Directors, shall have the power and authority to make and collect Assessments as hereinafter set forth.

Section 2. GENERAL ASSESSMENTS. General assessments shall be determined annually for the purpose of maintenance and management of the Association, the Master Association, the Common Area, and for the purpose of promoting the safety and the welfare of the Members. Without limiting the foregoing, general assessments shall be used for the payment of: operation, maintenance and management of the Master Association, the Association and the Common Area; property taxes and assessments against and insurance coverage for the Common Area; legal and accounting fees; maintenance of the streets and streetscape within the Property; security costs; reasonable management fees; normal repairs and replacements; charges for utilities used upon the Common Area; cleaning services; expenses and liabilities incurred by the Association in the enforcement of its rights and duties against the Members or others; the creation of reasonable reserves, and all other expenses deemed by the Board of Directors to be necessary and proper for reasonable management, maintenance, repair, operation and enforcement.

Section 3. BASIS AND COLLECTION OF GENERAL ASSESSMENTS. The Association through its Board of Directors shall annually estimate the Common Expenses it expects to incur and the period of time involved therein and shall assess its Members sufficient monies to meet this estimate. All Members owning Class II Lots shall be assessed at one-half the rate of Members owning Class I Lots.

(a) Collected in Advance. General assessments shall be collected in advance monthly or otherwise as the Board in its sole discretion may determine. Classification of Lots as either Class I Lots or Class II Lots shall be determined for each Assessment period.

(b) Budget Preparation and Notice. It shall be the duty of the Board, at least sixty (60) days, but no more than ninety (90) days, prior to the commencement of the fiscal year and thirty (30) days before the meeting at which the budget shall be presented to the Membership, to prepare a budget covering the estimated costs of operating the Association during the coming year. The budget shall include operating the accounts or reserve funds as the Board deems appropriate. The Board shall mail a notice of the time and place to the meeting and copies of the proposed annual budget of Common Expenses to each member not less than fourteen (14) days prior to the meeting at which the budget will be considered. The meeting shall be open to all Members. If the proposed budget requires assessments against the Members in any fiscal or calendar year which exceed one hundred fifteen percent (115%) of the Assessments for the preceding year, the Board, upon written application of ten percent (10%) of the Members shall call a special meeting of the Members within thirty (30) days, upon not less than ten (10) days written notice to each Member. At the special meeting, Members shall consider and enact a budget. The adoption of the budget shall require a vote of not less than a majority vote of all the Members. The Board may propose a revised budget to the Members at the Special Meeting, or in writing, and if the Board's revised budget is approved by an affirmative vote of a majority of the votes present in person or by proxy cast by the Members, the budget shall be adopted. If a special budget meeting has been called and a quorum is not obtained, or a substitute budget is not adopted by the Members, the budget initially proposed by the Board shall go into effect as scheduled. In determining whether Assessments exceed one hundred fifteen percent (115%) of similar Assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the Property or anticipated expenses by the Association which are not anticipated to be incurred on a regular annual basis, shall be excluded from the computation.

Section 4. SPECIAL ASSESSMENTS. The Association shall have the power and authority to levy and collect a special assessment from Members for all reasonable purposes including, but not limited to, the following: the acquisition of property by the Association; the cost of construction of capital improvements to the Common Area; the cost of construction, reconstruction, unexpected repair

or replacement of a capital improvement, including the necessary fixtures and personal property related thereto; and the expense of indemnification of each Director and Officer of the Association. A special assessment shall be collectable in such manner as the Board of Directors shall determine. If a special assessment shall exceed the general assessment for the Member in that year in which the special assessment is to be held, it shall require the approval of the Members of the Association, to be obtained at a duly convened regular or special meeting at which a quorum exists as defined in the Bylaws and which is called at least in part to secure this approval. Approval shall be by an affirmative vote of a majority of the votes present in person or by proxy.

Section 5. EMERGENCY SPECIAL ASSESSMENTS. The Association may levy an emergency special assessment when, in the sole determination of the Board of Directors, there is potential danger of damage to persons or property. Such emergency special assessments may be used to pay for preventive, protective, or remedial construction, reconstruction, improvements, repairs, or replacements. Events justifying emergency special assessments include, but are not limited to, hurricanes, floods and fires. Emergency special assessments shall be collectable from Members in such manner as the Board of Directors shall determine.

Section 6. EFFECT OF NONPAYMENT OF ASSESSMENTS. The Association is hereby granted the right to assess and collect late fees and impose and foreclose liens upon each and every Lot and upon all appurtenances thereto and improvements thereon, which liens shall secure and do secure the monies for all Assessments now or hereafter levied against the Owner of such Lot. Such liens shall also secure interest and any charges and late fees due and owing on any delinquent Assessment, as may be determined by the Board. Such liens shall also secure fines, and all costs and expenses of collection, including reasonable attorney's fees whether suit be brought or not, which may be incurred by the Association, in enforcing the lien. The Association is hereby granted the right to accelerate the balance of the calendar year's Assessment and to consolidate said balance with any delinquent amount. The lien for Assessments shall be a charge on the land and a continuing lien upon the Lot against which each such Assessment is made. In addition, each Member shall be personally liable to the Association, for the payment of all Assessments, of whatever nature, including interest and any charges and late fees or delinquent Assessments and together with all costs and expenses of collecting such Assessments including reasonable attorneys' fees whether suit be brought or not, which may be levied by the Association.

(a) Interest on Assessment and Acceleration Notice. An Assessment which is not paid when due shall bear interest from the date when due at the highest rate allowed by law per annum

until paid, unless otherwise determined by the Board of Directors. In the event that the Member shall be more than fifteen (15) days delinquent in the payment of any Assessment, the Board may, after thirty (30) days prior written notice to the Member, declare due and payable any and all Assessments applicable to such Lot for the year in which such delinquency occurs, and to foreclose said lien at the discretion of the Board. Payments received will be applied in the following order: to late fees, interest, costs, attorneys fees, then assessments.

(b) Lien on Lot. The lien for delinquent Assessments shall remain attached to the Lot and Residential Unit until discharged, as provided herein. A Member may not waive or otherwise avoid liability for the Assessments provided for herein by non-use of the Common Area or by abandonment of its Lot or the Common Area.

Section 7. ASSESSMENTS SUBORDINATE TO INSTITUTIONAL FIRST MORTGAGE. The lien for Assessments shall be subordinate and inferior to any recorded Institutional First Mortgage in accordance with Florida law. The Association may, but shall not be obligated to, maintain a register of Institutional First Mortgagees. The written statement of the Association that a lien of the Association is subordinate to a mortgage shall be dispositive of any question of subordination.

Section 8. ASSESSMENTS MADE TO FINANCE LITIGATION AGAINST THE DEVELOPER. In the event the Association, on its behalf or on behalf of some or all of its Members, commences to or seeks to commence litigation against the Developer based on matters related to Brittany Village and/or the Village of Palm Beach Lakes and, in regard to such litigation attempts to levy an Assessment of any nature, to finance such contemplated or actual litigation or an appeal therefrom, that portion of the Property which is owned by the Developer shall be exempt from such Assessment.

(a) Nothing contained in the foregoing shall relieve the Developer of its obligation to pay Assessments on the Property where required to do so, provided such Assessments are not used for the purpose of financing litigation, or appeals therefrom, against the Developer.

Section 9. EXEMPT PROPERTY. The Board of Directors shall exempt the following property in the Village of Palm Beach Lakes from general, special and emergency special assessments, charges and liens created herein if such property is used, and so long as such property is used for the purposes set forth in this Declaration. Nothing contained herein shall exempt the properties described in this Section from the requirements as provided in Article VII of this Declaration. The following property is property

for the benefit of all Members and residents and shall be exempt from general, special and emergency special assessments, and charges and liens related thereto. Costs related to the properties shall be included in the Assessments made to the Members:

- (a) Any easements or other interests therein dedicated and accepted by a public authority and dedicated to public use.
- (b) The Common Area.
- (c) To the extent agreed to by the Board of Directors, all portions of the Property which are exempt from ad valorem taxation by the laws of the State of Florida.

Section 10. PAYMENTS BY DEVELOPER. In lieu of the payment of any general assessments, Developer, at its election, shall be responsible in the first two years of operation of the Property only for the payment of that portion of the actual Common Expenses which exceeds the amount paid by Members other than the Developer, (the "Deficit"). The Developer shall pay the Deficit on a quarterly basis, as needed for the continued operation of the Association. Developer may elect at any time within thirty (30) days of the end of any quarter to pay Assessments attributable to each Lot owned by the Developer, rather than to pay the Deficit, during the forthcoming quarter.

Section 11. CAPITAL CONTRIBUTION. All initial purchasers of Residential Units shall be required to make a one time contribution of at least \$150 per Lot, as may be increased hereafter by the Developer, available for the purposes and uses as determined by the Board. Additionally, Owners shall pay the costs to establish an adequate reserve fund for replacement and/or capital refurbishment of the Common Areas in the amounts determined proper and sufficient by the Board. Said initial contribution and subsequent reserve funds are referred to as the "Capital Contributions". Each Owner acknowledges, understands and consents that Capital Contributions are the exclusive property of the Association as a whole, and that no Owner shall have any interest, claim or right to any such Capital Contributions or funds composed of the same.

ARTICLE XI

ARCHITECTURAL STANDARDS

Section 1. ARCHITECTURAL REVIEW BY THE ASSOCIATION. The Association shall have jurisdiction in only aesthetic matters over all original construction and landscaping on any portion of the Property. The Association can set architectural standards and procedures in only aesthetic matters which the Unit Owners shall be

required to comply with. The Association shall have full authority to prepare and to amend the standards and procedures as it deems appropriate. The Developer may, in its sole discretion, impose standards for construction and development which may be greater or more stringent than the Association and/or the local standards prescribed in applicable building, zoning, or other local governmental codes.

Section 2. MODIFICATIONS COMMITTEE. The Modifications Committee (the "M.C.") of the Board of Directors shall have exclusive jurisdiction in only aesthetic matters over modifications, additions, or alterations made on or to existing Residential Units or structures and the open space, if any, appurtenant thereto and any other improvements made upon the Property subject to final review by the Board of Directors; provided, however, that the M.C. may delegate this authority, subject to the M.C.'s review, to the appropriate board or committee of any association, or so long as the M.C. has determined that such board or committee has in force review and enforcement practices, procedures and appropriate standards at least equal to those of the M.C. Such delegation may be revoked and jurisdiction reassumed at any time by written notice from the M.C.

(a) The M.C. may promulgate detailed standards and procedures governing its area of responsibility and practice in only aesthetic matters. In addition thereto, the following guidelines shall apply. Plans and specifications showing the nature, kind, shape, color, size, materials, and location of such modifications, additions, or alterations, shall be submitted to the M.C. for approval as to quality of workmanship and design and harmony of external design with existing structures, and as to location in relation to surrounding structures, topography, and finish grade elevation. Further, the M.C. does not have the right to approve of plans that are in violation of any county ordinance, and/or regulations and/or Southern Standard Building Code. Further, should said municipalities, county, and/or the Southern Building Code require as a condition precedent, approval of a municipality, county, and/or a regional commission, said approval shall be a condition precedent to submission to the M.C.. Owner shall be responsible for all building permits, approvals, and inspections, if any. No permission or approval shall be required to repaint in accordance with an originally approved color scheme, or to rebuild or replace in accordance with originally approved plans and specifications. Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of his residence, or to paint the interior of his residence any color desired, unless said remodeling or painting is determined by the M.C. to be in conspicuous view,

mandating the necessity of M.C. approval. In the event that the M.C. fails to approve or to disapprove such plans or to request additional information reasonably required within forty-five (45) days after submission, the plans shall be deemed approved.

ARTICLE XII

TRANSFER OF OWNERSHIP AND LEASING

Section 1. NOTICE. In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the Property, the transfer of a Residential Unit by any Member other than Developer shall be subject to the following provisions, which provisions each Member covenants to observe:

(a) Sale. A Member intending to make a bona fide sale of his Residential Unit, or any interest therein, shall give to the Association, notice of such intention, in writing, together with the name and address of the intended purchaser, and such other information concerning the intended purchaser as the Association may reasonably require.

(b) Lease. Any Member intending to make a bona fide lease of his Residential Unit, or any interest therein, shall give to the Association, notice of such intention in writing, together with the name and address of the intended lessee, the term of the lease, a copy of the lease and such other information concerning the intended lessee as the Association may reasonably require. All such leases shall be in writing and shall be for a term of not less than three (3) months, and a Residential Unit shall not be leased more than four (4) times in any twelve (12) month period. Further, all leases of Residential Units shall provided that the lessee shall be subject in all respects to the terms and conditions of this Declaration and that any failure by the lessee to comply with such terms and provisions shall constitute a material breach of the lease. The lease may also state who shall be responsible for payment of Assessments which shall be assessed by the Association, provided however nothing contained in such lease shall modify the Member's obligation for payment of Assessment to the Association. The Association may require such other lease provisions as it shall from time to time deem appropriate. Unless expressly provided to the contrary in a lease, a Member, by leasing his Residential Unit, automatically delegates his rights of use and enjoyment of the Common Area to the lessee of the Residential Unit and in so doing, the Member relinquishes said rights during the term of the lease.

Section 2. GIFT, DEVISE OR INHERITANCE, OTHER TRANSFERS. An Owner who has obtained title by gift, devise or inheritance, or by any other manner not previously mentioned, shall give to the Association, notice of the acquisition of title, together with such information concerning the Owner as the Association may require.

Section 3. FAILURE TO GIVE NOTICE. If the above required notice to the Association is not given, the Association may deny the unauthorized Owner, lessee or occupant of a Residential Unit the use of the Common Area, and may take such other action at law and/or equity to divest the unauthorized Owner, lessee or occupant of record title and/or possession of the Lot and the Residential Unit situated thereon.

Section 4. CERTIFICATES OF APPROVAL.

(a) Timing and Processing Fee. Except as otherwise provided hereinbelow, within ten (10) days of receipt of such notice and complete information, the Association shall cause a Certificate of Approval to be executed by any Officer or authorized agent of the Association. The Association shall have the right to charge the Member a fee not to exceed fifty dollars (\$50.00) for the processing of this information.

(b) Notice of Disapproval. In the event that a Member is delinquent in paying any Assessment or that a Member, his family, guests, tenants, licensees or invitees are not in compliance with any provisions of this Declaration, the Master Association Declaration, or any Rules and Regulations adopted by the Association or the Master Association, the Association shall have the right to disapprove the proposed sale or lease by sending a notice of disapproval to the Member within ten (10) days after receipt of notice and information. In the event the delinquent Assessment is paid or the violation is corrected, the Association shall cause a Certificate of Approval to be executed by any Officer or authorized agent of the Association, with ten (10) days after receipt of proof satisfactory to the Association, that the delinquent Assessment has been paid or the violation corrected.

Section 5. TRANSFERS VOID. Any sale, lease, gift, devise, or other transfer not authorized pursuant to the terms of this Declaration shall be void unless a Certificate of Approval of the Association is subsequently obtained.

Section 6. EXCEPTIONS. The foregoing provisions of this Article shall not apply to an Institutional First Mortgagee that acquires its title as the result of owning a mortgage upon the Lot concerned, and this shall be so, whether the title is acquired by deed from the mortgagor, his successors or assigns, or through

foreclosure; nor shall such provisions apply to a transfer, sale, or lease by an Institutional Mortgagee that so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires title to a Lot at a duly advertised public sale with open bidding provided by law, such as, but not limited to, execution sale, foreclosure sale, judicial sale, or tax sale, nor shall such provisions apply to any transfer by the Developer.

ARTICLE XIII

PROHIBITED ACTIVITIES

Section 1. GENERAL. Nothing shall be done on or in any Lot or Residential Unit which may be or may become an annoyance to the Association or to any of its Members, or to the Master Association or to any of its members, or to the Owners and residents of the Village of Palm Beach Lakes. In the event of any question as to what may be or may become an annoyance, such question shall be submitted to the Board of the Association for a decision in writing.

Section 2. COMMERCIAL ACTIVITIES. No portion of the Property shall be used for other than residential purposes and purposes incidental or accessory thereto, except as may be authorized by the Developer in connection with the promotion and sale of Residential Units and property at the Village of Palm Beach Lakes, or as may be permitted under the Planned Community District Zoning.

Section 3. MOTOR BOATS. All motor boats and other motor powered vehicles shall be expressly prohibited for use in the waterways at the Village of Palm Beach Lakes, excepting those which are electrically powered.

Section 4. CLOTHES DRYING AREAS. No portion of any Lot shall be used as drying or hanging area for laundry of any kind, unless totally camouflaged from public view.

Section 5. REMOVAL OF SOD AND SHRUBBERY; ALTERATION OF DRAINAGE, ETC. Except for the Developer's acts and activities in the development of the Property, no sod, topsoil, muck, trees or shrubbery shall be removed from the Property or any Lot thereon, and no change in the condition of the soil or the level of the land of the Property or any Lot thereon shall be made, which results in any permanent change in the flow or drainage of surface water of or within the Village of Palm Beach Lakes, without the prior written consent of the Board, and the South Florida Water Management District.

Section 6. ARTIFICIAL VEGETATION. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot, unless approved by the Board.

Section 7. ANTENNAE AND AERIALS. Except as may be permitted by the Board, no antennae, satellite dish, aerials or cable reception equipment shall be placed or erected upon the Property or affixed in any manner to the exterior of any building.

Section 8. GARBAGE. In order to preserve the beauty of the Property, no garbage, trash, refuse or rubbish shall be deposited, dumped or kept upon any portion of the Property except in closed containers, dumpsters or other garbage collection facilities deemed suitable by the Board and proper-sized, closed plastic bags for curb side pickup as required, but no sooner than twelve (12) hours before the scheduled pickup. The four (4) end unit owners on each cul-de-sac are required to bring their garbage cans to the designated common trash pick-up area on the morning of garbage pick-up days. Garbage cans should not be loaded to exceed thirty (30) gallons and shall be on wheels. Motor Vehicle parking shall be prohibited in the cul-de-sac area since it shall obstruct garbage pick-up. All containers, dumpsters and other garbage collection facilities shall be screened from view from outside the Lot upon which they are located and kept in a clean condition with no noxious or offensive odors emanating from them.

Section 9. SUBDIVISION AND PARTITION. The Lots shall not be subdivided further than as provided in this Declaration or in any plat of the Property.

Section 10. TEMPORARY BUILDINGS. No tents, trailers, vans, shacks or other temporary buildings or structures shall be constructed or otherwise placed upon the property except in connection with construction, development or sales activities permitted under this Declaration or with the prior written consent of the Developer.

Section 11. BOATS, MOTOR VEHICLES, TRAILERS, ETC..

(a) The residents of any Lot may keep within their Lot, in a designated parking area, no more than one (1) small truck or van of the type commonly used as a private passenger vehicle, so long as NO commercial equipment nor lettering or graphics is exposed. Commercial lettering shall be defined as any lettering or graphics referring to a commercial business, undertaking, or service.

(b) No vehicle which is unlicensed or inoperable may be kept on the Property unless kept fully enclosed inside a garage.

(c) No commercial vehicles of any kind shall be permitted to be parked for a period of more than four (4) hours, unless the same is temporarily present and necessary in the actual construction or repair of a Unit or to the service of the same.

(d) No commercial vehicle of any kind shall be parked overnight, and no boat, boat trailers, buses, or trailers of any kind, campers, recreation vehicles or mobile homes shall be permitted to be parked within the Property at any time unless kept fully enclosed inside a garage, the door to which is kept closed.

(e) No repair work to any type of motor vehicle, boat or trailer shall be conducted on any Lot other than very minor repairs, cleaning or waxing which is completed in less than 24 hours.

(f) No truck, commercial vehicle, boat, camper or mobile home shall be used as a domicile or residence, either permanent or temporary.

(g) No motorized vehicle (including without limitation all-terrain vehicles or cycles, "dirtbikes" and/or other off-road recreational vehicles) shall be operated anywhere within the Property except on streets or roadways and then only if the vehicle and the driver is appropriately licensed.

(h) In addition to other remedies of the Association under this Declaration, the Board shall have the right to impose a fine upon any Member for any breach of violation of this Section, and, in addition, the right to tow away, or cause to be towed away, any boat, motor vehicle, trailer, etc., placed, parked or stored within the Property in violation of this Section. The amount of any fine imposed by the Board and the cost of any towing and related storage charges, if any, incurred by the Board, shall be assessed against the responsible Member and shall become lien upon his Lot or Residential Unit and shall become effective, and shall be enforced and collected, in the manner provided in Article X.

Section 12. SIGNS. No signs of any kind, including window signs, shall be displayed in public view upon any Lot or Residential Unit, except for the following:

(a) The Developer may place professional signs on the Property, advertising the Property for sale, subject to the requirements of the Master Association Declaration.

(b) The size and design of all signs except those described in subsection (a) shall be subject to approval by the Board.

Section 13. ANIMALS AND PETS. Only common household pets, no more than two (2) per species, may be kept upon any Lot or Residential Unit, but in no event for the purpose of breeding, or for any commercial purpose whatsoever. No other animals, livestock or poultry of any kind shall be kept, raised, bred or maintained on any portion of Property. Permitted pets shall be appropriately leashed and controlled in accordance with such Rules and Regulations as may be promulgated from time to time by the Board. Under no circumstances shall animals be permitted within the Common Area, unless in a section of the Common Area expressly designated for their use by the Board.

Section 14. BARBECUES. Residents and their guests shall be permitted to locate and use moveable barbecues upon their respective Lots, provided they are located and used in the rear of the Residential Units, and shall be subject to such Rules and Regulations as may be promulgated from time by the Board, and shall be subject to any City, State or County requirements.

Section 15. AUTOMOBILE STORAGE AREAS. No automobile garage shall be enclosed or converted to another use.

Section 16. INCREASE IN INSURANCE RATES. No Member shall engage in any action which may reasonably be expected to result in an increase in the rate of any insurance policy or policies covering any portion of the Property not owned by the Member.

Section 17. FRONT YARDS. No fences, walls, or other permanent/fixed structures are permitted within the Front Yard area of each Lot, and no more than two air conditioner units are permitted between two Residential Unit buildings.

ARTICLE XIV

REMEDIES, WAIVER AND SEVERABILITY

Section 1. REMEDIES FOR VIOLATIONS. Violation or breach of any condition, restriction or covenant herein contained shall give to the Developer and/or the Association and/or any aggrieved Members jointly and severally, in addition to all other remedies prescribed herein, the right to proceed at law or in equity to compel compliance with the terms of said conditions, restrictions or covenants, and/or to prevent the violation or breach of any of them. The expense of such litigation shall be borne by the Member who is the subject of the litigation, or by the Association, provided such proceeding results in a finding that such party was in violation of this Declaration or a part thereof. Expenses of litigation shall include, but not be limited to, reasonable attorney's fees incurred by the party or parties in seeking such enforcement.

(a) Fines. The Board may impose a fine or penalty on any Member or occupant of a Residential Unit who does damage to the Common Area or for willful breach of prohibited activities after notice and opportunity to remedy, as provided for in this Article, or may charge such Member or occupant for all expenses incurred by the Association to repair or replace the Common Area. For the purpose of this Article, whenever a family member, guest, invitee, lessee, employee or agent of a Member causes such damage to the Common Area, or otherwise commits an act which constitutes a prohibited activity, the Member shall be deemed to have caused such damage. Any fine imposed in accordance with this Section shall be a personal obligation of the Member and shall constitute a charge against its Lot or Residential Unit until paid.

(b) Abatement. In addition to the foregoing right, the Association shall have the right, whenever there shall have been built or placed on any Lot any structure or improvement which is in violation of these restrictions, to enter in and upon the said Lot or Residential Unit where such violation exists and summarily to abate or remove the same at the sole expense of the Member. Entry and abatement may be made only after the Association has complied with the requirements of Section 4 of this Article. If the Association determines that a violation of these restrictions exists, entry and abatement or removal shall not be deemed a trespass, an express easement by the Member being hereby granted.

(c) Violation Fines. The Board shall have the authority to impose fines upon any Member or occupant who violates the terms of this Declaration, as same may be established. The imposition of fines shall only be made in accordance with the terms of Section 4 of this Article.

Section 2. WAIVER AND FAILURE TO ENFORCE. Each and all of the covenants, conditions, restrictions and agreements contained herein shall be deemed and construed to be continuing. The extinguishment of any right or power herein contained shall not impair or affect any of the covenants, conditions, restrictions or agreements so far as any future or other breach is concerned. Failure to enforce any building restriction, covenant, condition, obligation, reservation, right, power or charge herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce such covenant as to the breach or violation. Failure to enforce same shall not give rise to any liability on the part of the Developer or the Association with respect to parties aggrieved by such failure.

Section 3. SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 4. PROCEDURE TO BE FOLLOWED IN THE EVENT OF VIOLATION OF CERTAIN COVENANTS OF THIS DECLARATION. The Association shall not impose a fine (a late charge does not constitute a fine), or suspend voting rights of a Member or occupant for the violation of the terms and covenants of this Declaration, Bylaws or any Rules or Regulations which may be promulgated by the Association unless and until the following procedure is followed:

(a) Demand Letter. Written demand to cease and desist from an alleged violation shall be served by the Board or its authorized delegate upon the Member or occupant allegedly in violation which shall specify:

(i) The alleged violation;

(ii) The action required to abate the violation; and

(iii) A time period, of not less than ten (10) days, except where immediate action is appropriate during which the violation may be abated without further sanction, if such violation is a continuing one, or a statement that any further occurrence of the same violation may result in the imposition of a sanction after notice and hearing if the violation is not continuing.

(b) Notice. The Association shall notify the Owner of the infraction or infractions. Included in the notice shall be the date and time of the next Board of Directors meeting at which time the Owner may present reasons why penalties should not be imposed.

(c) Hearing. Evidence of noncompliance shall be presented to the Board of Directors after which the Board of Directors shall hear evidence and reasons why penalties should not be imposed if offered by the Owner. A written decision of the Board of Directors shall be submitted to the Owner by no later than thirty (30) days after the Board of Directors' meeting.

(d) Penalties. The Board of Directors may impose individual assessments as fines against the property owned by the Owner as follows:

1. First noncompliance or violation: a fine not in excess of One Hundred Dollars (\$100.00).
2. Second noncompliance or violation: a fine not in excess of Five Hundred Dollars (\$500.00).
3. Third and subsequent noncompliance, or violation or violations that are of a continuing nature: a fine not in excess of One Thousand Dollars (\$1,000.00).

(e) Payment of Penalties. Fines shall be paid no later than thirty (30) days after notice of the imposition or assessment of the penalties.

(f) Collection of Fines. Fines shall be treated as an individual assessment otherwise due to the Association.

(g) Application of Penalties. All monies received from fines shall be allocated as directed by the Board of Directors.

(h) 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 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 Association may otherwise be entitled to recover by law from such Owner.

(i) Appeal. Following a hearing before the Board, the alleged violator or aggrieved party shall have the right to appeal the decision to the Circuit Court of Palm Beach County. To perfect this right, the appeal must be filed within thirty (30) days after the hearing date.

ARTICLE XV

DEVELOPER'S RIGHTS AND VETO POWER

Section 1. DEVELOPER'S RIGHTS. The Developer hereby reserves to itself, and the grantee of any Lot or Residential Unit hereby agrees, by acceptance of a deed of conveyance thereto, that the Developer shall have the following rights, without limitation or qualification or the necessity of consent or approval by the Members, so long as the Developer owns any portion of the Property, including property owned by the Developer as the result of any reconveyance of the Property, or until the Developer causes to be recorded in the Public Records of Palm Beach County, Florida; a Certificate of Termination of Interest in the Property which Certificate terminates any and all right, title, interest and obligation of the Developer in the Property.

(a) The right to dispense pesticides throughout the Property;

(b) The right to establish easements for itself over any portion of the Property owned by the Developer;

(c) The right to maintain Lots and the Residential Units situated thereon if the Members fail to do so, including, wherever there shall have been built on any Lot any structure

or improvement which is violation of this Declaration, the right to enter in and upon the said Lot or Residential Unit where such violation exists and summarily to abate or remove the same at the sole expense of the Member;

(d) The right to maintain an easement, for construction staging purposes, across any Lot within the Property; and

(e) So long as the Developer retains control of the Board of Directors of the Association, the Developer shall have the right to appoint Members of the Board of Directors, in accordance with the Bylaws of the Association and to approve or disapprove the appointment of all Officers of the Association. In the event the Developer shall enter into any contracts or other agreements for the benefit of the Members, the Developer may, at its option, assign its obligations under the agreements to the Association, and in such event, the Association shall be required to accept such obligations.

Section 2. VETO POWER. The Developer hereby expressly reserves to itself, and any grantee of any Lot or Residential Unit hereby agrees, by acceptance of a deed of conveyance thereto, that the Developer shall have the right to veto any or all of the following events so long as the Developer owns any part of the Property, including property owned by the Developer as the result of any reconveyance of the Property, or until the Developer causes to be recorded a Certificate of Termination of Interest in the Property, which Certificate terminates any and all right, title, interest and obligation of the Developer in the Property.

(a) Attempted amendment of this Declaration, or any exhibits hereon;

(b) Any management contracts entered into by the Association or the Board;

(c) Any reduction made to any security system within the Property;

(d) Attempted relocation or removal of any recreational facilities or amenities within the Property;

(e) Any assessment for capital improvements which are imposed by the Association on any portion of the Property owned by the Developer;

(f) Any settlement of any claim made by the Association to collect upon any policy of casualty insurance which insures the Common Area;

- (g) Any attempted cancellation or reduction of insurance coverage insuring all or any part of the Property;
- (h) Any attempted dissolution of the Association by a vote of the Members of the Association; and
- (i) Any attempted dedication of any portion of the Common Area to the City, the County or other governmental entity.

ARTICLE XVI

MORTGAGEES' RIGHTS

The following provisions are for the benefit of holders of Institutional First Mortgages on Residential Units within the Property. To the extent applicable, necessary, or proper, the provisions of this Article apply to both this Declaration and to the Bylaws of the Association. Notwithstanding the requirements of Article XVIII, the Board may amend the terms and provisions of this Article without the consent of the Owners.

Section 1. NOTICES OF ACTION. A holder, insurer, or guarantor of a Institutional First Mortgage, which provides written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the Residential Unit number or street address of the mortgaged premises), thereby becoming an "eligible holder", will be entitled to timely written notice of:

- (a) Any condemnation loss or any casualty loss which affects a material portion of the Property or which affects any Residential Unit on which there is a first mortgage held, insured, or guaranteed by such eligible holder;
- (b) Any delinquency in the payment of assessments or charges owed by an Owner of a Residential Unit subject to the Institutional First Mortgage of such eligible holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of an Institutional First Mortgage, upon request, is entitled to written notice from the Association of any default in the performance by an Owner of a Residential Unit of any obligation under the Declaration or Bylaws of the Association which is not cured within sixty (60) days;
- (c) Any lapse, cancellation, or material modification of any insurance policy maintained by the Association; or
- (d) Any proposed action which would require the consent of a specified percentage of holders of Institutional First Mortgages.

Section 2. FEDERAL HOME LOAN MORTGAGE CORPORATION PROVISION.
So long as required by the Federal Home Loan Mortgage Corporation (the "Mortgage Corporation"), the following provisions apply in addition to and not in lieu of the foregoing. Unless two-thirds (2/3) of the Institutional First Mortgagees of Owners, or two-thirds (2/3) of the Members give their consent, the Association shall not:

- (a) By act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer a material portion of the Common Area which the Association owns, directly or indirectly (the granting of easements for public utilities or other similar purposes consistent with the intended use of the Common Area shall not be deemed a transfer within the meaning of this subsection);
- (b) Change the method of determining the obligations, assessments, dues, or other charges which may be levied against a Member;
- (c) By act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance and maintenance of Residential Units and of the Common Area (the issuance and amendment of architectural standards and procedures and regulations and use restrictions under Articles XI and XIII hereof shall not constitute a change, waiver, or abandonment within the meaning of this subsection);
- (d) Fail to maintain all risk coverage insurance, as may be required by this Declaration; or
- (e) Use hazard insurance proceeds for any Common Area losses for other than the repair, replacement, or reconstruction of such property.

Section 3. Nothing contained in Article XVI, Section 2, of this Declaration shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration for any of the acts set out in said Section 2.

Section 4. Institutional First Mortgagees of Owners may, jointly or singularly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area and may pay overdue premiums on casualty insurance policies, or secure new casualty insurance coverage upon the lapse of a policy, for the Common Area, and Institutional First Mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

ARTICLE XVIIINDEMNIFICATION OF DIRECTORS AND OFFICERS

Every Director and Officer of the Association, shall be indemnified by the Association against all expenses and liability, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party or which he may become involved by reason of his being or having been a Director or Officer, whether or not his being or having been a Director or Officer, whether or not he is a Director or Officer at the time such expenses are incurred, except in such cases where the Director or Officer, is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, however, that in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or Officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to, but not exclusive of all other rights to which such Officer or Director, may be entitled. This obligation shall be funded by Directors and Officers liability insurance as is reasonably available wherever possible, which insurance shall be a Common Expense of the Members.

ARTICLES XVIIIGENERAL PROVISIONS

Section 1. AMENDMENT. This Declaration may be amended in the following manner.

(a) Prior to the sale of the first Residential Unit to a Member, the Developer may amend this Declaration on its own initiative.

(b) Subsequent to the sale of the first Residential Unit to a Member, the Declaration may be amended at any time and from time to time upon the execution and recordation of an instrument approved by Members holding not less than three-fourths (3/4) of the voting interests of the membership, provided that, so long as the Developer is the Owner of any Lot or any property affected by this Declaration or amendment hereto, no amendment will be effective without the Developer's express written consent.

(c) Any amendment which would affect the Surface Water Management System, including the water management portions of the Common Area, must have the prior approval of the South Florida Water Management District.

Section 2. ASSIGNMENT. All of the rights, powers, obligations, easements and estates reserved by, or granted to the Developer or the Association, may be assigned by the Developer or the Association, respectively, as the case may be. Any assignment by the Association must be approved in writing by the Developer. After such assignment, the assignee shall have the same rights and powers, and be subject to the same obligations and duties as were the Developer or the Association prior to the assignment, and the Developer and the Association shall be relieved and released of all obligations with respect to such rights, powers, obligations, easements or estates arising after such an assignment.

Section 3. OWNER'S ACCEPTANCE OF COVENANTS, CONDITIONS AND RESTRICTIONS AFFECTING THE VILLAGE OF PALM BEACH LAKES. Every Owner, by virtue of his acceptance of the deed of conveyance to his Lot or Residential Unit and other parties by virtue of their occupancy or use of any part of the Property, hereby approve all of the terms and conditions, duties and obligations contained in this Declaration and all Exhibits thereto, and in the Master Declaration, and all Exhibits thereto.

Section 4. HEADINGS, CAPTIONS AND TITLES. The headings, captions and titles contained herein are for ease of reference only, and do not constitute substantive provisions of this instrument. They shall in no way affect the subject matter or any of the terms and provisions under them nor the terms and provisions of this Declaration.

Section 5. CONTEXT. Whenever the context so requires or admits, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form and the singular form of any nouns and pronouns may be deemed to mean the corresponding plural form, and vice versa.

Section 6. ADDITIONAL USE RESTRICTIONS. Additional use restrictions may be filed and imposed by the Developer in connection with the recordation of any plat affecting all or any part of the Property, provided the same are not inconsistent with the provisions hereof.

Section 7. RESTRICTIONS PREVAIL OVER LESS STRINGENT GOVERNMENT REGULATIONS. Where the covenants and restrictions set forth in this Declaration impose minimum standards in excess of government building or zoning regulations, these covenants and restrictions shall prevail.

Section 8. EFFECTIVE DATE OF THIS DECLARATION. This Declaration shall become effective upon its recordation in the Public Records of the County, and shall be construed in accordance with the laws of the State of Florida.

ARTICLE XIX

TERM

All of the covenants, restrictions and other provisions of this Declaration shall run with and bind the Property for a term of twenty-five (25) years from the date of recordation of this Declaration, after which time they shall be automatically extended for successive periods of ten (10) years each, unless an instrument executed by at least seventy-five (75%) percent of the votes of the Members then existing has been recorded, agreeing to change or terminate these covenants and restrictions.

IN WITNESS WHEREOF, the Developer and the Association have caused this instrument to be executed in its name by its undersigned duly authorized Officers, and its corporate seal to be hereunto affixed, the day and year first above written.

DEVELOPER:

M/I SCHOTTENSTEIN HOMES, INC.

Witness: Impeo Kung'we

By: Richard N. Kleisley
Richard N. Kleisley
Vice President
Division Manager

Witness: Jason Churchill

(Corporate Seal)

STATE OF FLORIDA

COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized to take acknowledgments, personally appeared Richard N. Kleisley, the Vice President of M/I SCHOTTENSTEIN HOMES, INC., a Delaware corporation, and he acknowledged before me that he executed the foregoing instrument in the name of and on behalf of said corporation; that he is duly authorized by said corporation to do so; and that the foregoing instrument is the act and deed of said corporation. He is personally known to me or has produced N/A, as identification and who did not take an oath.

WITNESS my hand and official seal in the County and State aforesaid, this 23rd day of June, 1993.

Sharon Kunguete, Commission No. _____
Notary Public

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: AUG. 30, 1993.
BONDED THRU NOTARY PUBLIC UNDERWRITERS

_____, Name of Notary typed, printed, or stamped

(NOTARY SEAL)

ASSOCIATION:

Witness: [Signature] BRITTANY VILLAGE PROPERTY OWNERS ASSOCIATION, INC.

Witness: Sharon Kunguete By: [Signature]
Charles C. Sharman
President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized to take acknowledgments, personally appeared Charles C. Sharman, the President of BRITTANY VILLAGE PROPERTY OWNERS ASSOCIATION, INC., a Florida not for profit corporation, and he acknowledged before me that he executed the foregoing instrument in the name of and on behalf of said corporation; that he is duly authorized by said corporation to do so; and that the foregoing instrument is the act and deed of said corporation. He is personally known to me or has produced [Signature], as identification and who did not take an oath.

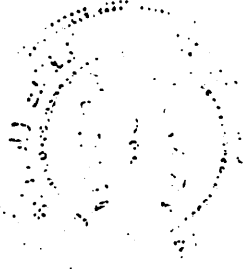
WITNESS my hand and official seal in the County and State aforesaid, this 23rd day of June, 1993.

Shirley Gungor, Commission No. _____
Notary Public

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: AUG. 30, 1993.
BORNED THRU NOTARY PUBLIC UNDERWRITERS

_____, Name of Notary typed, printed,
or stamped

(NOTARY SEAL)



JOINDER BY VILLAGES OF PALM BEACH LAKES PROPERTY OWNERS' ASSOCIATION, INC.

The Village of Palm Beach Lakes Property Owners' Association, Inc., a Florida corporation qualified to do business in the State of Florida, consents and joins into the making of the Declaration of Covenants, Conditions and Restrictions for Brittany Village Property Owners' Association, Inc.

VILLAGES OF PALM BEACH LAKES PROPERTY OWNERS' ASSOCIATION, INC.

Attest: [Signature]
Assistant Secretary

By: [Signature]
~~President~~ VICE-PRESIDENT

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared Jane Holz and Cory Cuklin who acknowledged before me that they, as officers of said corporation, executed this Joinder, and that the same is the act and deed of said corporation. They are personally known to me or have produced _____, as identification, and who did not take an oath.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at said County and State, this 25 day of June, 1993.

Michelle T. Moore, Commission No. _____
Notary Public

NOTARY PUBLIC, STATE OF FLORIDA.
COMMISSION EXPIRES: May 9, 1995.
NOTARY PUBLIC UNDERWRITERS.

_____, Name of Notary typed, printed, or stamped

(NOTARY SEAL)



State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of BRITTANY VILLAGE PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation, filed on March 18, 1993, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H93000002769. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N93000001259.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Eighteenth day of March, 1993

Authentication Code: 793A00101741-031893-N93000001259-1/1



Handwritten signature of Jim Smith in cursive.

Jim Smith
Secretary of State

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PREPARED BY & RETURN TO: wc 53
Curtis L. Shenkman, Esq.
DeSantis, Cook & Gaskill
11891 U.S. Highway One
North Palm Beach, Florida 33408
d:\wp51\carole.art

ARTICLES OF INCORPORATION
OF
BRITTANY VILLAGE PROPERTY OWNERS
ASSOCIATION, INC.

A Florida Corporation Not for Profit

Exhibit "A" to Declaration of Covenants, Conditions and
Restrictions for Brittany Village Property Owners
Association, Inc.

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PREPARED BY: CURTIS L. SHENKMAN, ESQ.
FL BAR NO. 438911
DESANTIS, COOK & GASKILL
11891 US HIGHWAY ONE
NORTH PALM BEACH, FLORIDA 33408
TELEPHONE NO. (407) 622-2700

FAX AUDIT NO.: H93000002769

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BRITTANY VILLAGE PROPERTY OWNERS ASSOCIATION, INC.
Florida Corporation Not for Profit**

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ARTICLES OF INCORPORATION
OF
BRITTANY VILLAGE PROPERTY OWNERS
ASSOCIATION, INC.

The undersigned, being of full age and competent to contract in the state of Florida do, in accordance with the provisions of Chapter 617, Florida Statutes, hereby voluntarily make, subscribe, acknowledge and file in the office of the Secretary of State, State of Florida, for the purpose of forming a corporation not for profit in accordance with the laws of the State of Florida, these Articles of Incorporation, as provided under the law:

ARTICLE I

NAME AND PRINCIPAL PLACE OF BUSINESS

The name of this corporation shall be Brittany Village Property Owners Association, Inc., hereinafter referred to as the "Association" and its duration shall be perpetual. The principal office of the Association shall initially be located at:

901 North Lake Destiny Drive
Suite 185
Maitland, Florida 32751

or at such other place as may be designated, from time to time, by the Board of Directors.

ARTICLES II

PURPOSE

The purpose for which the Association is organized is to engage as a corporation not for profit in protecting the value of the property of the members of the Association, to exercise all the powers and privileges and to perform all of the duties and obligations of the Association as defined and set forth in that certain Declaration of Covenants, Conditions, and Restrictions for Brittany Village Property Owners Association, Inc. (the "Declaration") to be recorded in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, including the

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establishment and enforcement of payment of charges and assessments contained therein, and to engage in such other lawful activities as may be to the mutual benefit of the Members and their property. All terms used herein which are defined in the Declaration shall have the same meaning herein as therein.

ARTICLE III

POWERS

The powers of the Association shall include and be governed by the following provisions:

Section 1. COMMON LAW AND STATUTORY POWERS. The Association shall have all of the common law and statutory powers of a corporation not for profit including, but not limited to, those powers set forth and described in Chapter 617, Florida Statutes, as the same may be amended from time to time, together with, or as limited by, those powers conferred on the Association by the Declaration, these Articles, and the Bylaws of the Association, all as may be amended from time to time.

Section 2. NECESSARY POWERS. The Association shall have all of the powers reasonably necessary to implement its purpose, including, but not limited to, the following:

- A. To operate and manage the Common Area in accordance with the purpose and intent contained in the Declaration;
- B. To make and collect Assessments against Members to defray the Common Expenses;
- C. To use the proceeds of Assessments in the exercise of its powers and duties;
- D. To maintain, repair, replace and operate the Common Area and the improvements located thereon;
- E. To reconstruct improvements upon the Common Area after casualty;
- F. To make and amend the Bylaws and Rules and Regulations of the Association respecting the use of the Property;
- G. To pay all taxes and other assessments which are liens against the Common Area;
- H. To enforce by legal means the provisions of the Declaration, these Articles, the Bylaws and the Rules and Regulations of the Association;
- I. To provide for management and maintenance, and, in its discretion, to authorize a management agent to assist the

Association in carrying out its powers and duties by performing such functions as collection of assessments, preparation of records, enforcement schedules and maintenance of the Common Area. The Association shall, however, retain at all times the powers and duties granted it by common law, Florida Statutes and local ordinances including, but not limited to, the making of assessments, the promulgation of Rules and Regulations, and the execution of contracts on behalf of the Association;

J. To possess, enjoy and exercise all powers necessary to implement, enforce, and carry into effect the powers above described, including the power to acquire, hold, and convey real and personal property;

K. To do and perform all such other acts and things permitted and to exercise all powers granted to a corporation not for profit under the laws of the State of Florida as those laws now exist or as they may hereafter provide.

Section 3. FUNDS AND TITLE TO PROPERTIES. All funds and title to all properties acquired by the Association and the proceeds thereof shall be held only for the benefit of the Members in accordance with the provisions of the Declaration.

Section 4. LIMITATIONS. The powers of the Association shall be subject to and be exercised in accordance with the provisions of the Declaration.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Membership and voting rights shall be as set forth in the Declaration and Bylaws.

ARTICLE V

BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of Directors. Until such time as the Developer relinquishes control of the Association, as described in the Declaration and Bylaws, the Developer shall have the right to appoint a majority of the members of the Board of Directors. Further, no Director appointed by the Developer or the Board of Directors need be a Member; however, all Directors elected by members other than the Developer on the Board of Directors must be Members. The initial Board shall consist of three (3) Directors. The Developer shall be entitled at any time,

and from time to time, to remove or replace any Director originally appointed by the Developer. The Developer may waive or relinquish in whole or in part any of its rights to appoint any one or more of the Directors it is entitled to appoint. The following persons shall constitute the initial Board of Directors:

<u>Name</u>	<u>Address</u>
Richard N. Kleisley	901 North Lake Destiny Drive Suite 185 Maitland, Florida 32751
Charles C. Sharman	901 North Lake Destiny Drive Suite 185 Maitland, Florida 32751
Alan Ball	901 North Lake Destiny Drive Suite 185 Maitland, Florida 32751

ARTICLE VI

OFFICERS

The Officers named herein shall serve until replaced by the Developer or until the first regular meeting of the Board of Directors, which ever shall occur first. Officers elected at the first meeting of the Board shall hold office until the next annual meeting of the Board of Directors, or until their successors shall have been appointed and shall qualify. So long as the Developer retains control of the Association, as defined in the Declaration, no Officer elected by the Board shall serve the Association until such time as the Developer approves the Officer. Upon the election of an Officer by the Board of Directors, whether the election of an Officer by the Board of Directors, whether the election occurs at the annual meeting or otherwise, the Board shall forthwith submit the name of such newly appointed Officer or Officers, as the case may be, in writing, to the Developer. The Developer shall approve or disapprove said Officer, or Officers, within twenty (20) days after receipt of said name or names. In the event the Developer fails to act within such time period, such failure shall be deemed approval by the Developer. The initial Officers shall consist of a President, Vice President, Secretary, and Treasurer. The following persons shall serve as initial Officers of the Association:

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<u>NAME</u>	<u>TITLE</u>
Charles C. Sharman	President
Richard N. Kleisley	Vice President
Alan Ball	Secretary/ Treasurer

ARTICLE VIIINDEMNIFICATION OF OFFICERS AND DIRECTORS

Every Officer and Director of the Association shall be indemnified by the Association as provided in the Declaration and Florida Statute Chapter 617.

ARTICLE VIIISUBSCRIBERS

The name and address of the incorporator and subscriber to these Articles of Incorporation is:

<u>Name</u>	<u>Address</u>
Charles C. Sharman	901 North Lake Destiny Drive Suite 185 Maitland, Florida 32751

ARTICLE IXBYLAWS

The Bylaws of the Association may be adopted, amended, altered or rescinded as provided therein; provided, however, that at no time shall the Bylaws conflict with these Articles of Incorporation or the Declaration. Until such time as the Developer relinquishes control of the Association, no amendments to the Bylaws shall be effective unless the Developer shall have joined in and consented thereto in writing.

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ARTICLE X

AMENDMENTS

SECTION 1. Alteration, amendment or rescission of these Articles shall be proposed and adopted in the following manner:

(a) The Board shall adopt a resolution setting forth the proposed amendment, and directing that it be submitted to a vote at a meeting of the Members, which may be either at the annual or a special meeting.

(b) Written notice setting forth a proposed amendment or a summary of the changes to be effected thereby shall be given to each Member entitled to vote thereon, which meeting may not occur less than ten (10) days nor later than thirty (30) days from the giving of notice of the meeting to consider the proposed amendment.

(c) At such meeting of the Members, a vote of the Members entitled to vote thereon, as provided in the Declaration, shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes cast by the Members present in person or by proxy at such meeting.

SECTION 2. Any number of amendments may be submitted to the Members and voted upon by them at one meeting.

SECTION 3. If a majority of the Members eligible to vote sign a written statement manifesting their intentions that an amendment to the Articles be adopted, then the amendment shall thereby be adopted as though the procedure set forth in Section 1 of this Article has been satisfied.

SECTION 4. For so long as either the Developer is the Owner of any lot or any property affected by these Articles or amendment hereto, no amendment will be effective without the Developer's express written consent.

SECTION 5. These Articles of Incorporation of the Association may be amended, altered or rescinded as provided in Florida Statute Chapter 617.

ARTICLE XI

REGISTERED AGENT AND REGISTERED OFFICE

The name of the initial registered agent shall be Charles C. Sharman, whose street address is 901 North Lake Destiny Drive, Suite 185 Maitland, Florida, 32751. The Association shall have the right to designate subsequent registered agents without amending these Articles of Incorporation,

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IN WITNESS WHEREOF, the undersigned, being the subscriber hereto, have hereunto set my hand and seal this 15th day of March, 1993.

Signed, sealed and delivered in the presence of :

[Signature]

[Signature]
Charles C. Sharman
Incorporator

[Signature]

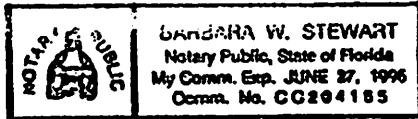
STATE OF FLORIDA

COUNTY OF

The foregoing Articles of Incorporation were acknowledged before me this 15th day of March, 1993 by Charles C. Sharman, personally known to me or who produced a Florida Drivers License as identification, the incorporator and subscriber named therein.

(NOTARY SEAL)

[Signature]
Notary Public, State of Florida
Printed Name: BARBARA W. STEWART
My Commission Number: _____
My Commission Expires: _____



CERTIFICATE DESIGNATING PLACE OF BUSINESS FOR SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

Pursuant to Section 48.091 and 617.023, Florida Statutes, the following is submitted in compliance with said Statutes:

THAT, Brittany Village Property Owners Association, Inc., desiring to organize under the laws of the State of Florida, with its principal offices at 901 North Lake Destiny Drive, Suite 185, Maitland, Florida, 32751 has named Charles C. Sharman, whose address is 901 North Lake Destiny Drive, Suite 185, Maitland, Florida, 32751, as its agent to accept service of process within the State of Florida.

ACKNOWLEDGMENT

Having been named to accept service of process for the above stated Association, at the place designated in this Certificate, Charles C. Sharman hereby accepts the responsibility to act in this capacity, and agree to comply with the provisions of said Statute relative to keeping open said office.

Dated this 15 day of March, 1993

Brittany Village Property Owners
Association, Inc.

By: 
Charles C. Sharman
Registered Agent - Florida

Prepared by & Return To: W/C 53
Curtis L. Shenkman, Esq.
DeSantis et. al. law firm
11891 U.S. Highway One
P.O. Box 14127
North Palm Beach, Florida 33408-0127
C:\MIHomes\Bylaws.1

BYLAWS
OF
BRITTANY VILLAGE PROPERTY OWNERS
ASSOCIATION, INC.

**Exhibit "B" to Declaration of Covenants, Conditions
and Restrictions of Association, Inc.**

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ASSOCIATION, INC.

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BYLAWS
OF
BRITTANY VILLAGE PROPERTY OWNERS
ASSOCIATION, INC.

ARTICLE I

NAME, PRINCIPAL OFFICE, AND DEFINITIONS

Section 1. NAME. The name of the Association shall be Brittany Village Property Owners Association, Inc., hereinafter referred to as the "Association".

Section 2. PRINCIPAL OFFICE. The initial principal office of the Association shall be located at 901 North Lake Destiny Drive, Suite 185, Maitland, Florida 32751. The Association may have such other office or offices as the Board of Directors may determine.

Section 3. DEFINITIONS. The words used in these Bylaws shall have the same meaning as set forth in the Declaration of Covenants, Conditions and Restrictions for Brittany Village Property Owners Association, Inc. (said Declaration, as amended, renewed, or extended from time to time, is hereinafter sometimes referred to as the "Declaration"), unless the context shall prohibit.

ARTICLE II

THE ASSOCIATION: MEMBERSHIP, MEETINGS, QUORUM, VOTING, PROXIES

Section 1. MEMBERSHIP. The Association shall have two (2) classes of voting membership, as more particularly set forth in Article V, Section 2, of the Declaration, the terms of which pertaining to membership are specifically incorporated herein by reference.

Section 2. PLACE OF MEETINGS. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board of Directors.

Section 3. ANNUAL MEETINGS. The first annual meeting of the Members shall be held within one year from the date of incorporation of the Association, and each subsequent annual meeting shall be held in the month of March at such hour as may be determined by the Board of Directors.

Section 4. SPECIAL MEETINGS. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the Members who are entitled to vote one-third (1/3) of all of the votes of the Class A membership. The notice of any special meeting shall state the date, time, and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. NOTICE OF MEMBERSHIP MEETINGS. It shall be the duty of the Secretary to send by regular mail or otherwise cause to be personally delivered to every Member entitled to vote a notice of each annual or special meeting of the Members stating the purpose of the meeting, as well as the time and place where it is to be held. If a Member wishes notice to be given at an address other than the official address registered by the member with the Association, said Member shall have so designated by notice in writing to the Secretary such other address. The mailing or other delivery of notice of a meeting in the manner provided in this Section shall be considered service of notice. Notices shall be served not less than ten (10) no more than forty-five (45) days before a meeting, unless otherwise provided in these Bylaws.

Section 6. WAIVER OF NOTICE. Waiver of notice of any meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member, whether in person or by proxy, shall be deemed waiver by such Member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted thereat unless objection to the calling or convening of the meeting, of which proper notice was not given, is raised before any business is put to a vote.

Section 7. ADJOURNMENT OF MEETINGS. If any meetings of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not more than thirty (30) days from the time the original meeting was called. Notice of the time and place for the recalled meeting shall be posted in a conspicuous place in the Common Area of the Association. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the

meeting originally called may be transacted. If a time and place for the adjourned meeting or if, for any reason, a new date is fixed for the adjourned meeting after adjournment, notice of the time and place of the adjourned meeting shall be given to Members in the manner prescribed in Section 5 of this Article.

The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that any action taken shall be approved by at least a majority of the Members required to constitute a quorum. In the event that a meeting is recessed for any reason, no additional notice shall be required.

Section 8. VOTING. The voting rights of the Members shall be set forth in Article V of the Declaration, and such voting rights provisions are specifically incorporated herein.

Section 9. PROXIES. At all meetings of Members, each Member may vote in person or by limited proxy. Members shall not vote by general proxy. Limited and general proxies shall be used to establish a quorum. A proxy may be given to any Member or Director of the Association, or to the Board of Directors. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. For election of members of the Board of Directors, Members shall vote in person at a meeting of the Members of by a ballot that the Member personally casts.

All proxies shall be in writing and filed with the Secretary before the appointed time of each meeting. Proxies which are filed without designating the name of the proxy holder shall be considered null and void. Every proxy shall be revocable at any time at the pleasure of the Member executing it and shall automatically cease upon conveyance by the Member of his or her Lot within the Property or, in the case of a Member holding title as an individual, upon receipt of notice by the Secretary of the death or judicially declared incompetence of that Member. A proxy or ballot may provide an opportunity to specify approval or disapproval with respect to any proposal. The Board of Directors may authorize the issuance of absentee ballots in its sole discretion, which may be consolidated with the proxy into a single document.

Section 10. MAJORITY. As used in these Bylaws, the term "majority" shall mean those votes, Members, or other group as the context may indicate totaling more than fifty percent (50%) of the total number.

Section 11. QUORUM. Except as otherwise provided in these Bylaws or in the Declaration, the presence in person or by proxy of one third (1/3) of the total votes outstanding shall constitute a quorum at all meetings of the Association. In the event a quorum is not present, Members may join in the minutes thereof and such a signing shall constitute the presence of such parties for the purpose of determining a quorum.

Section 12. CONDUCT OF MEETINGS. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meetings and record in a minute book all resolutions adopted at the meetings, as well as a record of all transactions occurring thereat. In the event that the President is unavailable, the President shall appoint another Director to act in his place and stead.

Section 13. ACTION WITHOUT A MEETING. Any action which may be taken by the vote of Members at an annual or special meeting, may be taken without a meeting as and to the extent permitted by Florida law.

ARTICLE III

BOARD OF DIRECTORS: NUMBER, POWERS, MEETINGS

A. COMPOSITION AND SELECTION

Section 1. GOVERNING BODY; COMPOSITION. The affairs of the Association shall be governed by a Board of Directors. Except as provided in Section 2 of this Article, the Directors shall be Members of the Association.

Section 2. DIRECTORS DURING DEVELOPER CONTROL. A majority of the Directors on the Board shall be appointed by the Developer, acting in its sole discretion and shall serve at the pleasure of the Developer until Class A Members hold seventy-five (75%) percent of the total number of votes of the voting membership. The Developer may earlier surrender this right to appoint Directors. The Developer shall notify the Secretary of the Association of the Directors which it is appointing to the Board at least thirty (30) days prior to the annual meeting. The Directors appointed by the Developer need not be members of the Association. All Directors who are not appointed by the Developer shall be Members of the Association

Section 3. NUMBER OF DIRECTORS. The number of Directors on the Board shall be not less than three (3) nor more than seven (7), as the Board of Directors may from time to time determine by resolution.

Section 4. NOMINATION OF DIRECTORS. Nominations may be made by the Nomination Committee or as hereinafter provided. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and one or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each such annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but in no event less than the number of vacancies or terms to be filled. Nominations may occur from the floor. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes. Solicitation of proxies without disclosure of candidacy shall not be permitted.

Section 5. ELECTION OF DIRECTORS.

(a) When Class A Members shall hold at least twenty-five (25%) percent of the total number of votes of the voting membership, they shall be entitled to elect one (1) member of the Board of Directors at the next annual meeting.

(b) When Class A Members shall hold at least fifty (50%) percent of the total number of votes of the voting membership, they shall be entitled to elect two (2) members of the Board of Directors at the next annual meeting.

(c) When Class A Members shall hold at least seventy five (75%) percent of the total number of votes of the voting membership, they shall be entitled to elect three (3) members of the Board of Directors at the next annual meeting. At this annual meeting, and for all annual meetings thereafter until there no longer remains any portion of the Property for sale by the Developers, the Developer shall be entitled to appoint one (1) member of the Board of Directors.

(d) In the event that, in accordance with the Declaration, a Certificate of Termination is filed by the Developer prior to control of seventy-five (75%) percent of the total number of votes by the Class A Members, the Class A Members shall be entitled to elect four (4) members of the Board of Directors at the next annual meeting. At this annual meeting, and for all annual meetings thereafter until there no longer remains any portion of the Property for sale by Developer, the Developer shall be entitled to appoint one (1) member of the Board of Directors.

Section 6. TERM OF OFFICE. Except for the initial Directors designated in the Articles of Incorporation and any other Directors appointed by the Developer, a Director shall be elected to serve until the next annual meeting or until his successor has been elected or qualified.

Section 7. REMOVAL OF DIRECTORS. At any regular or special meeting of the Association duly called, any one or more of the members of the Board of Directors, other than those appointed by the Developer, may be removed, with cause, by a majority vote of the Members, and successor may then and there be elected to fill the vacancy thus created. A Director whose removal has been proposed by the Members shall be given at least ten (10) days notice of the calling of the meeting and the purpose thereof and shall be given an opportunity to be heard at the meeting. Additionally, any Director who has three (3) consecutive unexcused absences from Board meetings or who is delinquent in the payment of an Assessment for more than sixty (60) days may be removed by a majority vote of the remaining members of the Board of Directors.

In the event of death, resignation or removal of a Director, his successor shall be elected by a majority of the remaining members of the Board and shall serve for the unexpired term of the predecessor.

Section 8. VOTING PROCEDURE FOR DIRECTORS. The first election of the Board shall be conducted at the first annual meeting of the Association, at which time the Developer shall announce the Directors which are appointed to the Board. At such election, and at all elections thereafter, the Members may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The candidates receiving the largest number of votes shall be elected. Cumulative and proxy voting for the election of Directors shall not be permitted.

B. BOARD MEETINGS.

Section 9. ANNUAL MEETINGS. Each year, the first meeting of the Board of Directors shall be held within ten (10) days after each annual meeting of the Members of the Association, at such time and place as shall be fixed by the Board.

Section 10. REGULAR MEETINGS. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors, but at least four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter. Notice of the time and place of the meeting (a) shall be posted at a prominent place within the Association Property at least forty-eight (48) hours in advance,

except in an emergency, and (b) shall be communicated to Directors in the manner set forth in Section 11 of this Article, but not less than forty-eight (48) hours, prior to the meeting; provided, however, that notice of a meeting need not be given to any Director who may sign a waiver of notice or a written consent to holding of the meeting.

Section 11. SPECIAL MEETINGS. Special meetings of the Board of Directors shall be held when called by written notice signed by the President of the Association, or by a majority of the members of the Board of Directors.

The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each Director by one of the following methods: (a) personal delivery; (b) written notice by first class mail; (c) telephone communication, either directly to the Director or to a person at the Director's office who would reasonably be expected to communicate such notice promptly to the Director; or (d) by telegram, charges prepaid. All such notices shall be given or sent to the Director's address or telephone number as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least seventy-two (72) hours before the time set for the meeting. Notices given by personal delivery, telephone, or telegraph shall be delivered, telephoned, or given to the telegraph company at least forty-eight (48) hours before the time set for the meeting, unless an emergency situation requires waiver of this requirement as may be determined by the Board. Notices shall be posted at a prominent place within the Association Property not less than forty-eight (48) hours prior to the scheduled time of the meeting.

Section 12. WAIVER OF NOTICE. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the Directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 13. QUORUM OF BOARD OF DIRECTORS. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. A meeting at which a quorum is initially present may

continue to transact business, notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for that meeting. At an adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 14. COMPENSATION. No Director shall receive any compensation from the Association for acting in such capacity or capacities, unless approved by a majority vote of the Board of Directors at a regular or special meeting.

Section 15. CONDUCT OF MEETINGS. The President shall preside over all meetings of the Board of Directors, and the Secretary shall keep a minute book for the Board of Directors, recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings. In the absence of the President, any Director designated by the President shall act in his place and stead. Members of the Board shall be deemed present in person at a meeting of such Board if a conference telephone or similar communications equipment is used by means of which all persons participating in the meeting can hear each other at the same time.

Section 16. OPEN MEETINGS. All meetings of the Board shall be open to all Members, but Members other than Directors may not participate in any discussion or deliberation unless expressly so authorized by the President or Director presiding over the meeting.

Section 17. EXECUTIVE SESSION. The Board may adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar confidential nature.

Section 18. ACTION WITHOUT A FORMAL MEETING. Any action to be taken at a meeting of the Board or any action that may be taken at a meeting of the Board may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by a majority of all of the Directors. An explanation of the action taken shall be posted at a prominent place or places within the Common Area within three (3) days after the written consents of a majority of all the Board members have been obtained, except for items discussed in executive session.

C. POWERS AND DUTIES

Section 19. POWERS. The Board of Directors shall be responsible for the affairs of the Association and shall have all

of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are not by the Declaration, Articles, or these Bylaws directed to be done and exercised exclusively by the Members.

In addition to the duties imposed by these Bylaws or by any Resolution of the Association that may be hereafter adopted, the Board of Directors shall have the power to and be responsible for the following, by way of explanation, but not limitation:

(a) preparation and adoption of an annual budget in which there shall be established the contribution of each Member to the Common Expenses;

(b) making general, special and emergency special assessments to defray the Common Expenses, establishing the means and methods of collecting such Assessments, and establishing the period of the installment payments of such Assessments, as more particularly set forth in the Declaration. (Unless otherwise determined by the Board of Directors, the annual assessment against the proportionate share of the Common Expenses shall be due and payable by each Member in monthly installments.);

(c) collecting the Assessments, depositing the proceeds thereof in a financial institution which it shall approve, and using the proceeds to administer the Association,

(d) opening of bank accounts on behalf of the Association and designating the signatories required;

(e) providing for the operation, care, upkeep, and maintenance of all of the Common Area;

(f) designating, hiring, and dismissing the personnel for the Association necessary for its maintenance, operation, repair, and replacement of the Common Area and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties. Bids for work to be performed shall be considered official records and shall be maintained for a period of one year;

(g) making and amending Rules and Regulations;

(h) making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Area in accordance with the other provisions of the Declaration and these Bylaws after damage or destruction by fire or other casualty;

(i) enforcing by legal means the provisions of the Declaration, these Bylaws, and any Rules and Regulations adopted by it and bringing any proceedings which may be instituted by the Association on behalf of or against the Members;

(j) obtaining and carrying insurance against casualties and liabilities, as may be available, as provided in Article VIII of the Declaration, and paying the premium cost thereof; and

(k) keeping books for a period not less than seven (7) years with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred. The said books and vouchers accrediting the entries thereupon shall be available for examination by the Members, and their mortgagees, their duly authorized agents, accountants, or attorney, during reasonable business hours on working days as may be determined by the Board of Directors. All books and records shall be kept in accordance with generally accepted accounting practices.

Section 20. MANAGEMENT AGENT.

(a) The Board of Directors may employ for the Association a professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services as the Board shall authorize. The Board of Directors may delegate to the management agent or manager, subject to the Board's supervision, all of the powers granted to the Board of Directors by these Bylaws, other than the powers set for the in subparagraphs (a), (b), (d), (g), and (i) of Section 19 of this Article. The Developer, or an affiliate, may be employed as managing agent or manager.

(b) No management contract may have a term in excess of one (1) year and must permit termination by either party without cause and without a termination fee upon thirty (30) days or less written notice.

(c) No remuneration shall be accepted by the management agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; anything of value received shall benefit the Association.

(d) Any financial or other interest which the management agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors.

Section 21. ACCOUNTS AND REPORTS. The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise.

(a) Accrual accounting, as defined by generally accepted accounting principles, shall be employed.

(b) Accounting and controls should conform with established American Institute of Certified Public Accountants (AICPA) guidelines and principles. A segregation of accounting duties should be maintained, and disbursements by check shall require two (2) signatures, unless otherwise determined by the Board. Cash disbursements shall be limited to amounts of fifty (\$50.00) dollars and under.

(c) Cash accounts of the Association shall not be commingled with other accounts.

(d) Annual financial reports shall be prepared for the Board of the Association containing a balance sheet as of the last day of the Association's fiscal year, and an income statement for said fiscal year, which shall be distributed to the Board within ninety (90) days after the close of the fiscal year.

(e) Any Institutional First Mortgagee shall, upon written request to the Board, receive a copy of the Association's annual financial report for the immediately preceding year.

(f) The Official Records of the Association are: (1) a copy of the plans, permits, warranties, and other items provided by the developer; (2) a copy of the By-Laws of the Association and of each amendment to the By-Laws; (3) a certified copy of the Articles of Incorporation of the Association and of each amendment thereto; (4) a copy of the current rules of the Association; (5) a book or books that contain the minutes of all meetings of the Association, of the Board of Directors, and of members, which minutes shall be retained for a period of not less than 7 years; (6) a current roster of all members and their mailing addresses, parcel identifications, and, if known, telephone numbers; (7) all current insurance policies of the Association or a copy thereof; (8) a current copy of any management agreement, lease, or other contract to which the Association is a party or under which the Association or the parcel Owners have an obligation or responsibility; (9) accounting records for the Association and separate accounting records for each parcel.

Section 22. BORROWING. The Board of Directors shall have the power to borrow money for the purpose of repair or restoration of the Common Area and facilities without the approval of the Members of the Association, provided, however, the Board shall obtain membership approval in the same manner as set for the in Article X, Section 4, of the Declaration concerning special assessments in the event that the proposed borrowing is for the purpose of modifying,

improving, or adding amenities, and the total amount of such borrowing exceeds or would exceed twenty (20%) percent of the annual budget of the Association for that fiscal year.

Section 23. RIGHTS OF THE ASSOCIATION. With respect to the maintenance of the Common Area or other Association responsibilities, and in accordance with the Articles of Incorporation and the Declaration, the Association shall have the right to contract with any person or entity for the performance of various duties and functions. Without limiting the foregoing, this right shall entitle the Association to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives, the Master Association or other Associations or Condominium Associations, both within and without the Property. Such agreements shall require the consent of two-thirds (2/3) of the total votes of all Directors of the Association.

Section 24. VIOLATION PROCEDURE. The Board shall not impose a fine (a late charge does not constitute a fine), or suspend voting rights of a Member or occupant for violations of these Bylaws unless and until the procedure as set forth in Article XIV, Section 4 of the Declaration is followed.

Section 25. DEVELOPER'S RIGHTS AND VETO POWER. The Developer shall have the rights and veto power as set forth in Article XV of the Declaration.

ARTICLE IV

OFFICERS

Section 1. OFFICERS. The Officers of the Association shall be a President, Vice President, Secretary, and Treasurer. The Board of Directors may elect such other Officers, including one or more Assistant Treasurers, as it shall deem desirable, such Officers to have the authority and to perform the duties prescribed from time to time by the Board of Directors. Any two or more offices may be held by the same person, excepting the offices of President and Secretary. The President and Treasurer shall be elected from among the members of the Board of Directors.

Section 2. ELECTION, TERM OF OFFICE, AND VACANCIES. The Officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the Members, as herein set forth in Article III. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term. If the Association fails to fill vacancies on the Board of Directors sufficient to constitute a quorum in accordance with these By-Laws,

any parcel Owner may apply to the Circuit Court that has jurisdiction over the community served by the Association for the appointment of a receiver to manage the affairs of the Association. At least 30 days before applying to the Circuit Court, the parcel Owner shall mail to the Association and post, in a conspicuous place on the property of the community served by the Association, a notice describing the intended action, giving the Association the opportunity to fill the vacancies. If during such time the Association fails to fill the vacancies, the parcel Owner may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs, and attorney's fees. The receiver shall have all powers and duties of a duly constituted Board of Directors and shall serve until the Association fills vacancies on the Board sufficient to constitute a quorum.

Section 3. REMOVAL. Any Officer may be removed by a majority vote of the Board of Directors whenever in its judgment the best interests of the Association will be served thereby.

Section 4. POWERS AND DUTIES. The Officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time be specifically conferred or imposed upon them by the Board of Directors. The President shall be the chief executive Officer of the Association. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent or in such other manner as deemed appropriate by the Board.

Section 5. RESIGNATION. Any Officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. AGREEMENTS, CONTRACTS, DEEDS AND LEASES. All agreements, contract, deeds, leases, and other instruments of the Association shall be executed by at least two (2) Officers or by such other person or persons as may be designated by resolution of the Board of Directors.

Section 7. COMPENSATION. No Officer shall receive any compensation from the Association for acting in such capacity or capacities, unless approved by a majority vote of the Board of Directors at a regular or special meeting.

ARTICLE VCOMMITTEES

Section 1. GENERAL. Committees to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present are hereby authorized. Such committees shall perform such duties and have such powers as may be provided in the resolution. Each committee shall be composed as required by law and shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors. Such committees shall be in addition to those hereinafter described.

ARTICLE VIMISCELLANEOUS

Section 1. FISCAL YEAR. The fiscal year of the Association shall be the calendar year or as may be otherwise determined by the Board.

Section 2. PARLIAMENTARY RULES. Except as may be modified by Board resolution establishing modified procedures, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Florida law, the Declaration, the Articles of Incorporation, or these Bylaws.

Section 3. CONFLICTS. If there are conflicts or inconsistencies between the provisions of Florida law, the Declaration, the Articles of Incorporation, and these Bylaws, the provisions of Florida law, the Declaration, the Articles of Incorporation and the Bylaws (in that order) shall prevail.

Section 4. BOOKS AND RECORDS.

(a) Inspection by Members. The membership register, books of account, and minutes of meetings of the Members, the Board, and committees shall be made available for inspection and copying by any Member of the Association for by its duly appointed representative, by the Developer, and by Institutional First Mortgagees, at any reasonable time and for a purpose reasonably related to their interests at the office of the Association or at such other place within Palm Beach County as the Board shall prescribe.

(b) Rules for Inspection. The Board shall establish reasonable rules with respect to:

(i) notice to be given to the custodian of the records by any authorized person desiring to make the inspection;

(ii) hours and days of the week when such an inspection may be made; and

(iii) payment of the cost of reproducing copies of documents requested by any authorized person.

(c) Inspection by Directors. Every Director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make extracts and copies of documents at the expense of the Association.

Section 5. NOTICES. Unless otherwise provided in these Bylaws, all notices, demands, bills, statement, or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by regular mail:

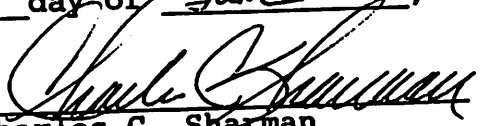
(a) if to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the legal address of such Member; or

(b) if to the Association, the Board of Directors, or the management agent, at the principal office of the Association or the management agent, if any, or at such other address as shall be designated by notice in writing to the Members pursuant to this Section.

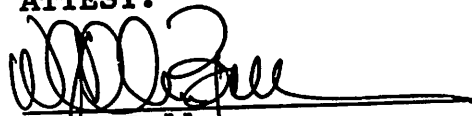
Section 6. AMENDMENT. Prior to the sale of the first Residential Unit, the Developer may amend these Bylaws. These Bylaws may be otherwise amended, altered or rescinded by the Board of Directors at any regular or special meeting; provided, however, that at no time shall the Bylaws conflict with the terms of the Declaration or the Articles of Incorporation or the Master Association Declaration. Until such time as the Developer relinquishes control of the Association, no amendments to those Bylaws shall be effective unless the Developer shall have joined in and consented thereto in writing. No Amendment, alteration or modification of these Bylaws shall be made which affects the rights or privileges of any Institutional First Mortgagee, nor may these Bylaws be rescinded without the express, prior written consent of all Institutional First Mortgagees so affected, and any attempt to amend, alter, modify or rescind contrary to this prohibition shall be of no force or effect.

Section 7. VALIDITY. If any provision of these Bylaws, or part thereof, shall be adjudged invalid or become unenforceable in law or in equity, the same shall not affect the validity of any other provision, or part thereof and the remaining provisions of this instrument shall nevertheless be and remain in full force and effect.

The foregoing were adopted as Bylaws of Brittany Village Property Owners Association, Inc., a corporation not for profit under the laws of the state of Florida, at the first meeting of the initial Board on the 3 day of June, 1993.


Charles C. Sharman
President

ATTEST:


Alan Ball
Secretary/Treasurer

