

THIS FORM IS TO BE USED WHEN REQUESTING A MODIFICATION, ALTERATION OR ADDITION TO THE EXTERIOR OF YOUR HOME OR PROPERTY

ASSOCIATION NAME: PALM BEACH POINT PROPERTY OWNERS' ASSOCIATION, INC.

FROM:

Owner's Name: _____

Mailing Address: _____

Home Phone: _____ Business Phone: _____

Email Address: _____

No building or other structure shall be erected, placed or altered within Palm Beach Point until the building plans, specifications and plot plan have been submitted to Architectural Review Board for written approval with respect to compliance in all respects with this Declaration and that said building or other structure is in conformity and harmony with the topography and finished ground elevations, and with the architectural design of completed or proposed other improvements and with the Plat.

A check for \$100.00 for an application fee must be submitted with the application plus (IF APPLICABLE): \$400.00 for all construction plans sent to architect. Check should be made payable to Palm Beach Point POA.

Please include three (3) complete sets of road or driveway plans showing the locations, course, and width of same and three complete sets of building plans and specifications for the building, fence, wall, or other structure, as applicable, desired to be constructed or modified, prepared and signed by Florida licensed architect or engineer shall be submitted to the Architectural Review Board. A drainage plan in accordance with the Palm Beach Point master drainage plan and signed/sealed by a Florida Licensed engineer. The plans must show a culvert under access road to property.

All landscaping shall be done at each owner's expense strictly in accordance with landscape plans and specifications to be submitted and approved in accordance with the procedure described in Section 1 of the Article for architectural approval in the Deed Restrictions.

Approval is hereby requested to make the following modification(s), alteration(s), or addition(s) as described below and depicted in the required attachments.

Lot: _____ Block: _____ Address: _____

Please provide details to include nature, kind, color, shape, size, material, and location and any other pertinent details. Location to be shown on survey.

Description: _____

Date of Request: _____

Signature of Owner

Approval of any Modification, Alteration, or Addition does not waive the necessity of obtaining the required Federal, State, County, City or applicable agency approval(s) or permit(s)

PALM BEACH POINT PROPERTY OWNERS ASSOCIATION, INC.

ARCHITECTURAL CONTROL BOARD GUIDELINES, MINIMUMS, AND STANDARDS

I. POLICIES AND PROCEDURES

A. PURPOSE

One of the most effective methods of assuring the protection of the community lifestyle and property values is through the establishment of high standards of design control. To accomplish this, the Palm Beach Point Property Owners Association deed restrictions, covenants and by-laws has established an Architectural Control Board (ACB) to review applications and design documents for all new construction and alterations, modifications or changes to existing structures and landscaping. Prior to construction or modification of a residential unit or accessory building, the owner must submit three (3) complete sets of plans and specifications, including a site plan and landscape plan, to the Architectural Control Board. The plans must be signed and sealed by a Florida licensed architect and/or engineer and ready to submit for a building permit. The plans and specifications must be submitted fifteen (15) days prior to the next scheduled meeting of the Architectural Control Board. The by-laws of the Palm Beach Point Property Owners Association Inc. gives the Architectural Control Board the authority and power to review and approve or disapprove any application submitted by an owner for any reason including purely aesthetic reasons. Each application will be evaluated on its own merits with reasonable flexibility for design function and creativity. If the ACB standards, or the Palm Beach Point deed restrictions, covenants, or by-laws are more restrictive than the Village of Wellington, Palm Beach County, or other applicable governmental zoning or standards, the Palm Beach Point ACB standards, deed restrictions, covenants, and by-laws shall apply.

B. AUTHORITY

Palm Beach Point Property Owners Association, Inc., Articles of Incorporation, Declaration of Protective Covenants and By-Laws.

C. MAJORITY VOTE

The Architectural Control Board shall refer to a committee of not less than three (3) nor more than five (5) members of the Association appointed by the Board of Directors from time to time. Each member of the ACB Board shall have an equal vote. A majority constitutes a quorum. Non-voting consultants may be used to advise the Committee.

D. APPROVAL EXPIRATION

Applicants must secure all required building permits and begin construction within one hundred eighty (180) days of approval by the ACB. Failure to do so will automatically revoke approval without prior notice from the ACB. Time extensions may be granted by the ACB if written requests are received prior to or within one hundred eighty (180) days of the ACB approval. Work must be

completed within eighteen (18) months of commencement. Failure to do so will cause the **ACB** to re-review the approved plans. This may result in updating the approval to meet current standards if they have been amended in the interim. Approvals given prior to November, 2002 shall not be affected.

E. DESIGN DOCUMENT CHANGE

The owner of the owner's agent/builder must notify the **ACB** prior to making any changes to the approved plans including the landscape plan. A letter with applicable support data (as may be required) must be submitted to the **ACB**. Any major deviations (as solely determined by the **ACB**) may require full approval prior to commencement of the changes.

F. APPLICANT'S RESPONSIBILITIES

The **ACB** assumes no liability for applicant's responsibilities, which include, but are not limited to the following:

1. Compliance with the Palm Beach Point Declaration of Covenants and Restrictions, By-laws, and **ACB** planning criteria and standards.
2. Compliance with all laws, codes and ordinances of any governmental agency or body and securing all required permits and approvals.
3. Grading in accordance with the approved subdivision drainage plans and specifications of Palm Beach Point. These plans are available from the **ACB** upon request.
4. Grading and resurface drainage so surface water runoff will not adversely affect adjoining properties.
5. No construction and/or any improvements including placement of any fill may be made prior to obtaining **ACB** written approval.
6. Applicant must obtain **ACB** approval prior to submitting plans to the Village of Wellington Building Department.
7. Prior to commencement of construction, each owner shall install a paved driveway from the paved portion of the abutting road through the unpaved portion of such right-of-way or easement to the easement or right-of-way line within the lot. A proper culvert must be installed so as to provide for continued drainage along the edge of the paved portion of the road. This shall be used as the **ONLY ENTRANCE** or **EXIT** to the job site for all vehicles.
8. The owner must cooperate fully with the **ACB**, from planning to completion of construction, landscaping and/or improvements.
9. The owner must notify **ACB** two (2) weeks prior to the date of expected completion or of certificate of occupancy.
10. No residence or accessory dwelling or building may be occupied in any manner during the course of construction. No residence may be occupied until a permanent certificate of occupancy has been issued. No accessory building (including any barn) may be used or occupied until a permanent certificate of occupancy for the residence has been issued and any required certificate of completion or occupancy for the accessory building or barn has been issued.

11. Violation of these rules may, inter-alia, result in a lien against the property as stated in Article 5 of the Palm Beach Point HOA, Declaration of Protective Covenants.
12. Owners/Builders are advised that plans **not** in compliance with the minimum standards set forth for **ACB** review can be automatically rejected.

G. CONSTRUCTION SITE REQUIREMENTS

1. All job sites must be kept in a clean and orderly condition. No materials will be stored or placed in the swale, easements or right-of-way areas. Dumpsters shall be used at all times and **must** be dumped and replaced promptly when full.
2. No signage or advertisement is permitted on any job site unless required by law or pre-approved by the **ACB**.
3. Construction hours are limited to 7:00 am to 6:00 pm, Monday – Saturday. No work shall be performed on Sundays or National holidays. This also applies to owner/builders during the construction period.
4. All owners and builders are required to provide a 24-hour emergency phone number to the **ACB and the names, addresses, of all persons having access to the property under construction**. Any person who is not listed by the owner/builder may be denied access into Palm Beach Point by security.
5. Owners and builders are to instruct all subcontractors, suppliers, employees and agents that vehicles of any type are **not permitted** to drive or park on any property within Palm Beach Point **except** at the job site.
6. The playing of loud music by any owner, builder or subcontractor, that may be annoying to residents, is prohibited.
7. No pets of any builders, subcontractors, agents or employees of the owner are permitted on the job site during the construction period.
8. Each owner, builder shall provide his/her own water and electric service prior to start of construction.
9. All discarded food and beverage containers and building materials **must be placed in the Dumpster or removed from the job site daily!**
10. Any agents, subcontractors and employees of the owner or builder that violate any construction site requirements or any **ACB** criteria may be removed and prohibited from entering Palm Beach Point by the **ACB** or Board of Directors of Palm Beach Point.

II. BUILDING SETBACKS

A. HOUSE SETBACKS

1. 100' from the front roadway easement line (**corner lots shall be 100' from both roadway easement lines**).
2. 50' from the side property lines (except corner lots).
3. 100' from the rear property line.

B. BARNs AND ACCESSORY STRUCTURES

1. 150' from the front roadway easement line (corner lots shall be 150' from front roadway easement line and 100' from side roadway easement lines).
2. 50' from the side property lines (except corner lots).
3. 100' from the rear property line.

C. MANURE BINS AND RUN-IN SHEDS

1. 150' from the front roadway easement line (corner lots shall be 150' from front roadway easement line and 80' from side roadway easement line).
2. 50' from the side property lines (except corner lots).
3. 50' from the rear property line.

III. DESIGN CRITERIA

A. EXTERIOR ELEVATIONS

1. Exterior elevations will be reviewed for traditional architectural design, material and for aesthetic appearance and mass and scale between the home and barn and other accessory structures to be built on a lot and their relationship to other homes, barns and accessory structures within the community of Palm Beach Point. All principal residences shall be "first class" homes which, inter-alia, shall be custom designed and custom built on site. No prefabricated or modular truck-in construction shall be allowed.
2. Approval of exterior design will consider: materials, textures, colors and finishes, placement of windows and doors, vertical and horizontal lines, roof pitches and other considerations as deemed applicable by the **ACB**.
3. Designs employing traditional materials are encouraged and will be judged on their own merits. Preferred exterior materials include brick, natural stone and concrete block with stucco veneer. All others will be considered on a case by case basis.
4. The following materials are **not** approved for use: decorative or plain concrete block, metal, plastic, decorative plywood or asphalt siding, logs as siding, certain imitation stone or brick, fiberglass garage doors. Exterior colors that in the opinion of the **ACB** would be inharmonious or discordant in Palm Beach Point will not be permitted.
5. Duplication of an existing home in color or design in near proximity is prohibited.
6. At the discretion of the **ACB** any submittal may be first required to be submitted for review to an architect designated by the **ACB** prior to consideration by the **ACB**. Any cost for the architect's review shall be paid in advance by the applicant. The **ACB** may conditionally deny any such submittal until all costs are paid by the applicant.

B. GARAGES

1. All homes in Palm Beach Point must include a minimum of a two (2) car garage.
2. Minimum size shall be twenty (20) feet by twenty (20) feet measured inside wall to wall.
3. Minimum required garage space may **not** be converted to "living" space unless another minimum required garage is to be added and the plans have been approved by the **ACB**.

C. ROOFS

1. The minimum roof pitch shall be 5/12 or greater unless a lesser pitch is specifically approved by the **ACB**.
2. Garages, barns, and any other accessory building shall be trussed or conventionally framed with the same design, material and pitch as home.
3. Tar and gravel roof surfaces are prohibited except on a flat deck roof over a porch or patio.
4. All roof stacks and flashing shall be painted to match the approved roof color and placed on the side or rear roof elevations.
5. Chimneys shall match exterior wall color and texture unless otherwise approved.
6. Chimney caps shall be painted an approved color.
7. Roofing materials and color will be approved on an individual basis.
8. Soffit material shall be wood, stucco or of the same material as the exterior walls. Color, if different than exterior walls, shall be submitted for approval.
9. A roof variation may be permitted only if it aesthetically compatible with the overall architectural features of the proposed residence.

D. DRIVEWAYS

1. Driveways shall be surfaced with one of the following materials; brick pavers, formed concrete pavers, concrete, asphalt, stone, shell rock, wood chips with shell rock base.
2. Color must be submitted for approval.
3. A concrete, asphalt or paver apron must be installed from the edge of the roadway surface to the roadway easement line prior to commencement of construction.
4. Driveway aprons shall have a minimum of five (5) foot flair at the roadway.
5. Driveways must be a minimum of five (5) feet from side property lines.
6. Concrete, asphalt or paver driveways are prohibited within any easement other than a roadway easement.

E. FENCING

1. A three (3) or four (4) board fence design with the boards in the center or the outside edge of the posts that face the exterior or street side of the property is required unless otherwise approved by the **ACB**.

2. Wire "No Climb Critter Fence" is permitted if installed on the surface of the fence that faces the interior of the property.
3. Fence color shall be white, black, brown or natural wood unless otherwise approved by the **ACB**.
4. No fencing shall be greater than five (5) feet in height.
5. No fencing shall be placed within four (4) feet of a side property line or within any roadway easement without adjoining property owner approval in writing. The ability to maintain both sides of your fence from your own property is a major consideration for the placement of fencing.

F. SWIMMING POOLS

1. Swimming pools are to be located in the rear of the house unless otherwise permitted by the **ACB**.
2. Above ground pools are prohibited.
3. All pools must be completely enclosed by screen or fence.
4. Pool and patio screen enclosures shall be bronze tone, white or the approved color of the exterior window frames of the home or match the color of the existing window frames of the home.
5. Screens shall be either gray or charcoal.
6. All screens on any one enclosure shall be kept the same color at all times.

G. HURRICANE SHUTTERS, AWNINGS AND CANOPIES

1. Decorative shutters as an accent feature to homes may be allowed. Design, size, color and quantity must be submitted for approval by the **ACB** prior to installation.
2. Awnings, tents and canopies are not permitted, whether temporary or permanent, unless submitted to the **ACB** for approval prior to their erection.
3. Hurricane rollup shutters, rollup housings and panel hardware shall be painted either the principal color or the trim color of the structure to which they are attached.

H. EXTERIOR LIGHTING

1. No exterior lighting shall be permitted which, in the opinion of the **ACB**, would create a nuisance to the adjoining property owners.
2. Flood lights and any other lighting should be aimed down or away to avoid shining onto or into adjoining properties.

I. BARNs, GUEST HOMES, ACCESSORY STRUCTURES AND ATTACHMENTS

1. All barns, guest homes, and any other accessory buildings or structures shall be the same architecturally style, color, and material as the primary residence. No barns, guest house accessory structure, or attachments may be occupied or used until the primary residence has been completed

and received a certificate of occupancy. The maximum number of horses (which term includes donkeys, ponies, and miniatures) permitted to be kept on any "Lot" in Palm Beach Point is twelve (12). Each horse must be separately stalled in a barn on the "Lot". No barn on any "Lot" shall contain more stalls, in addition to proportionate spaces for feed, tack, wash areas, a riders' lounge, a grooms' quarter, and associated uses approved by the ACB, than the total number of horses permitted on the "Lot"

2. All elements of design criteria contained herein shall apply to all structures built in Palm Beach Point.
3. Palm Beach Point is a single family residential neighborhood. It is not multi-family or commercially zoned, and therefore the size of the existing or proposed home shall have a direct relationship to the allowable size of a barn, guest house, detached garage, or any other structure deemed an accessory structure by the ACB. On a single lot, the cumulative floor area of all structures on the lot (except the principal residence) shall not exceed twice the floor area of the principal residence. In addition, no structure shall have coverage on the ground more than twice the ground coverage of the principal residence. The maximum building coverage of all structures on the lot shall not exceed 10% of the lot's area. The ACB, in its discretion, may allow a variance in those limitations in cases involving a combination of contiguous lots joined by a unity of title.
4. The ACB shall evaluate all proposed structures for their aesthetic appearance, size, mass and scale between each other and on the lot to which they are built (please read article 5 of the Palm Beach Point Declaration of Protective Covenants, Restrictions and Conditions).
5. All temporary or permanent accessory structures shall not be permitted unless prior written application for such has been made to and approved by the ACB.
6. A flagpole for the display of the American flag only shall be permitted, subject to ACB approval of the size, placement, color, finish and design. No flagpole shall be used as an antenna.
7. Gutters must match color where they are attached, (trim or wall).
8. Solar panels will be reviewed and approved as to location on case by case basis.
9. Exterior clotheslines shall not be allowed.
10. No window air conditioning units will be allowed.
11. Any mechanical equipment of any kind must be screened from view.
12. All garbage receptacles must be screened from view.
13. "Run-in sheds" are structures open on at least one side used to allow voluntary ingress and egress for temporary shelter by pastured horses, A "run-in shed" must be accessory to a completed residence and barn and shall not contain temporary or permanent stalls. The structure shall not have sewer service, septic service, or electric supply service. The roof materials and color of the structure shall be the same as those on the principal residence. The structure shall not have finished or impermeable floors. Only one "run-in shed" is permitted per lot and cannot be more than 400 square feet. The design of any "run-in shed" must be approved by the ACB. All construction must be in accordance

with all applicable building codes and with all required governmental permits.

14. Vacant lots/uses – vacant lots may be fenced with the approval of the **ACB**. No other structures are permitted on a lot except as appurtenant and accessory to a completed principal residence. Horses may be pastured on a vacant lot during daylight hours but must be removed to the lot containing their barn at night. No vacant lot may serve as a storage or parking area for unattended vehicles or trailers. Any stored vehicle or unauthorized structure may be removed by the **ACB** at the cost of the owner of the lot and/or vehicle.

IV. LANDSCAPING

A. LANDSCAPE GUIDELINES

1. Landscape plans for new construction or additions to existing structures shall be prepared by a registered landscape architect or licensed nurseryman. Adding landscaping to an existing home may be drawn on a survey or site plan by the homeowner.
2. All site furniture, statuary, fountains, urns, decorative rocks, lighting, birdbaths, gazebos and other non-plant items must be identified and specifically located on the landscape plans. All such items are subject to approval by the **ACB**.
3. All plants and trees must be Florida grade #1 or Florida Fancy.
4. All sod to be St. Augustine/Floritam, Bahia or a comparable type sod to be approved on a case by case basis.
5. All lots, including easements and right of ways, shall be turf to the edge of the pavement, canal, pond or lake.
6. All grounds surfaces must be covered with turf, ground cover or mulch.
7. Seventy five (75%) percent of all landscaping shall be located on the front of all existing or proposed structures. Corner lots will be considered to have two fronts and required to have additional landscape requirements.
8. All trash containers, air conditioning irrigation, well, water treatment and pool equipment must be hedged to screen them from view.
9. All landscaping must be completed according to the approved plans. Any changes or additions to the approved plan or existing landscaping must be submitted to the **ACB prior to installation for approval**.
10. All plants must be identified on the landscape plan by their proper botanical name as well as their common name.
11. All lots must be sodded and landscaped prior to obtaining a certificate of occupancy.
12. After the certificate of occupancy is issued, further additions, deletions, or renovations must obtain **ACB** approval before installation.

B. SPECIFIC VEGETATION REQUIREMENTS

1. Trees – Total of fifteen (15).

- (a) Trees at least twelve (12) to sixteen (16) feet in height, minimum diameter of 3" at 4-1/2' above grade, minimum canopy 8' measured at three points from trunk to outer edge of canopy.
 - (b) Three (3) palm trees of required height may be substituted for one (1) required tree. Only five (5) required trees may be substituted for palm trees at each structure.
 - (c) No less than fifty percent (50%) of the required trees shall be planted or preserved within the front of each proposed or existing structure.
 - (d) No more than thirty (30) trees shall be required on any one lot.
 - (e) All trees or palms shall be staked or guyed to prevent tipping over.
2. Accent plants per each home and accessory structure.
- (a) Eight (8) seven (7) gallon accent plants.
 - (b) Four (4) fifteen (15) gallon accent plants.
3. Shrubs and other perennials per each Home and Accessory Structure.
- (a) Minimum of two hundred (200) one (1) gallon plants (excluding any proposed hedge).
 - (b) Minimum of two hundred (200) three (3) gallon plants (excluding any proposed hedge).
 - (c) Annuals should be used, but do not count in the above minimums.
 - (d) Hedging along easements and property lines must be three to four feet in from lines. Such hedge should be maintained to a maximum height of twelve feet or less. Care must be taken that the hedge does not create a nuisance for the neighboring property owners. Maintaining both sides of the hedge from your own property is a major consideration in allowing hedges.
4. Poisonous Vegetation.
- (a) Many plants contain noxious leaves, flowers or seeds that can be dangerous to animals. These plants are not prohibited, however if such plants are being used, the landscape architect/licensed nurseryman should note the locations on the landscape plan and receive the homeowner's approval.
5. Prohibited Vegetation.
- (a) The Palm Beach Point Homeowners Association and the ACB also prohibit all plants and trees, which are prohibited by the state, county or the Village of Wellington.
 - (b) The list of prohibited vegetation is available from the Village of Wellington and is updated regularly.
6. Maintaining the landscaping.

- (a) Once installed, it is the homeowner's responsibility to maintain their landscaping and turf to a high degree of health and appearance. All vegetation will require a regular schedule for fertilizers, pest and fungus inhibitors, weeding, trimming and pruning. Palm Beach Point residents are expected to adhere to these high standards of maintenance.

V. DISCLAIMER OF LIABILITY

Neither the **ACB** nor the Board of Directors of Palm Beach Point shall be liable in damages to anyone submitting plans for approval by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with approval, disapproval or failure to review any plans.

VI. APPEALS

Owners who object to conditions imposed by the **ACB** may request a special meeting with the **ACB** to attempt to resolve the conflict. Such request must be made within 30 days of the **ACB**'s initial decision. The decision of the conclusion of the special meeting shall be final.

I hereby acknowledge receipt of the preceding **ARCHITECTURAL CONTROL BOARD GUIDELINES, MINIMUMS, AND STANDARDS.**

RECEIVED BY

Date: _____

Owners Signature

Print Name

CFN 20100406283
OR BK 24157 PG 1739
RECORDED 10/25/2010 17:10:46
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1739 - 1741; (3pgs)

Prepared by and Return to:
WILL CALL BOX #45
HILLEY & WYANT-CORTEZ, P.A.
860 US Highway One
Suite 108
North Palm Beach, FL 33408
(561) 627-0009

**CERTIFICATE OF AMENDMENTS TO THE DECLARATION FOR
PALM BEACH POINT PROPERTY OWNERS ASSOCIATION, INC.**

WHEREAS, the Palm Beach Point Property Owners Association, Inc., is a Florida corporation not-for-profit as filed with the Secretary of State on November 1, 1977, whose document number is 741103, and

WHEREAS, Palm Beach Point Property Owners Association, Inc. (Association) is a homeowners association as set forth in the Declaration of Protective Covenants, Restrictions, Reservations and Conditions (Declaration), as recorded in the Public Records of the Clerk of the Circuit Court in and for Palm Beach County, Florida, at Official Record Book 2764, Page 1239, and as thereafter amended and preserved, each owner being subject to the said Declaration, Articles of Incorporation, and By-Laws of the Association, and

WHEREAS, in compliance with the requirements of the Declaration, Articles of Incorporation, and Bylaws for the Association, the Association states that,

IT IS HEREBY,

RESOLVED, that the amendments to Articles I, II, and III of the Declaration, as detailed in, and attached hereto, as "Exhibit A," were passed pursuant to Article 6, section 3 of the Declaration, to wit: approved by the affirmative, written vote of not less than seventy-five percent (75%) of all of the members of the Association at a duly noticed meeting held September 15, 2010. Exhibit A is hereby incorporated herein by reference.

IN WITNESS WHEREOF, PALM BEACH POINT PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, has caused this Resolution of Amendments to the Declaration to be executed this 13 day of October, 2010.

NOTHING FURTHER ON THIS PAGE.

PALM BEACH POINT PROPERTY OWNERS ASSOCIATION, INC.

Signed, sealed and delivered in the presence of:

Beverly Foster
Witness
Mary O.
Witness

By: [Signature]
WILLIAM J. WEDGE, President

ATTEST:

By: [Signature]
SIMON GLAZER, Secretary

STATE OF FLORIDA)
COUNTY OF PALM BEACH) ss:

The foregoing instrument was acknowledged before me this 13 day of October, 2010 by WILLIAM J. WEDGE, the President of PALM BEACH POINT PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation on behalf of the corporation, who [] is personally known to me OR [] has produced _____ as identification and who has not taken an oath.

Notary Public Seal
REBECCA F. BARIN
Commission DD 658027
Expires July 31, 2011
Bonded Thru Troy Fain Insurance 600-385-7019

[Signature]
Notary Public Signature

REBECCA F. BARIN
Notary Public Printed Name

STATE OF FLORIDA)
COUNTY OF PALM BEACH) ss:

The foregoing instrument was acknowledged before me this 13 day of October, 2010 by SIMON GLAZER, the Secretary of PALM BEACH POINT PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation on behalf of the corporation, who [] is personally known to me OR [] has produced _____ as identification and who has not taken an oath.

Notary Public Seal
REBECCA F. BARIN
Commission DD 658027
Expires July 31, 2011
Bonded Thru Troy Fain Insurance 600-385-7019

[Signature]
Notary Public Signature

REBECCA F. BARIN
Notary Public Printed Name

Covenant Amendments

Article II, Section 3 shall read as follows:

Section 3. Building lots as are shown on the Plat, and each and every one thereof, are for residential and related purposes only, as the same may from time to time be platted or re-platted by the Developer. No building or structure intended for or adapted to business purposes, (other than residential rental purposes or Equestrian Activities), quarantine facility, hospital, sanatorium or doctor's office, shall be erected, placed, permitted, or maintained on such lots, or on any part thereof, or in any Residential Unit. No improvement or structure whatever, other than a first class Residential Unit, and structures ancillary to a completed Residential Unit such as a barn, guest house, manure bin, patio, wall, swimming pool, trellis, gazebo and garage, may be erected, placed or maintained on any lot in Palm Beach Point.

Article III, Section 8 shall be modified to read as follows:

Section 8. Nothing shall be done which may be or may become an annoyance or nuisance to the neighborhood.

- (a) No swine, pigs, ~~or~~ goats, contagious or undomesticated animals shall be kept on any property within Palm Beach Point. No animals of any kind shall be kept, bred or used for commercial purposes, except that Horses may be kept for Equestrian Activities subject to limitations and conditions contained in the By-Laws of the Association. Other animals, including by way of illustration, ~~horses, cows, dogs, fowl or poultry~~ may be kept provided that the Owner of the lot shall provide appropriate fencing, corral, kennel or cage of sufficient size and strength to secure such animals from running loose or becoming an annoyance, nuisance, or menace to other Owners, residents and their families, guests or invitees. Such corral, fencing, kennel and cages shall be subject to the prior written approval of the Developer or the Architectural Control Board, as the case may be. It is the express intent of this section that animals which are consistent with family use, sporting and hobby purposes and country estate living shall be permitted, ~~for the private use and enjoyment of Owners, but not otherwise, and~~ The keeping of such animals shall be conclusively deemed a license only which may be revoked by the Association.

Section 1.1 (n) shall be added to Article I and shall read as follows:

(n) "Horses" shall mean horses, donkeys, ponies and miniature horses.

Section 1.1(o) shall be added to Article I and shall read as follows:

(o) "Equestrian Activities" shall be defined as the boarding, breeding, training and sale of Horses. Such term shall not include so called "dude ranches" or "livery stables".

Prepared by and Return to:
WILL CALL BOX #45
HILLEY & WYANT-CORTEZ, P.A.
860 US Highway One
Suite 108
North Palm Beach, FL 33408
(561) 627-0009

**RESOLUTION OF AMENDMENTS TO THE BYLAWS FOR
PALM BEACH POINT PROPERTY OWNERS ASSOCIATION, INC.**

WHEREAS, the Palm Beach Point Property Owners Association, Inc., is a Florida corporation not-for-profit as filed with the Secretary of State on November 1, 1977, whose document number is 741103, and

WHEREAS, Palm Beach Point Property Owners Association, Inc. ("Association") is a homeowner association as set forth in the Declaration of Protective Covenants, Restrictions, Reservations and Conditions ("Declaration"), as recorded in the Public Records of the Clerk of the Circuit Court in and for Palm Beach County, Florida, at Official Record Book 2764, Page 1239, and as thereafter amended and preserved, each owner being subject to the said Declaration, Articles of Incorporation, and By-Laws of the Association, and

WHEREAS, in compliance with the requirements of the Bylaws for the Association, the Association states that,

IT IS HEREBY,

RESOLVED, that the following amendments to Paragraph 46 and 49 of the Bylaws were passed pursuant to Paragraph 57 of the Bylaws, to wit: by at least a majority vote of a quorum of all members entitled to vote at a duly convened meeting of the members.

46. After the initial determination of the annual cash requirements to be made by the initial Board of Directors, the subsequent determination thereon shall be made on a calendar year basis by the board of Directors within sixty (60) days after the end of each calendar year, including the year in which the Declaration is recorded among the Public Records of Palm Beach County, Florida. A copy of the annual budget of expenses shall be mailed to the Members within thirty (30) days after the meeting at which the Board of Directors shall consider and adopt the budget. Notice of the time and place of such special meeting shall be mailed to the membership at least fourteen (14) days prior to the date fixed for such meeting. If the Board of Directors adopts in any fiscal year an annual budget which requires assessments against unit owners which exceeds one hundred and ten (110%) percent of assessments for the preceding fiscal year, a majority vote of owners present in person or by proxy at the budget meeting, of which there is a quorum of members, shall be required.

49. Special Assessments, should they be required, shall be levied and paid in the same manner as heretofore provided for regular Assessments. Special Assessments can be of two kinds: (1) those chargeable to all Members in the same proportion as regular Assessments to meet shortages or emergencies, and (2) those assessed against one Member alone to accomplish repairs and maintenance for which he is responsible within his lot, which he has failed to make, which situation impairs the value, including the aesthetic value, of Palm Beach Point, or which are for expenses incident to the abatement of a nuisance or annoyance within his lot. A special assessment chargeable to all members may not be levied at a board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of the assessments. Written notice of any meeting at which special assessments will be considered must be mailed, delivered, or electronically transmitted to the members and parcel owners and posted conspicuously on the

property not less than fourteen (14) days before the meeting. In order to levy a special assessment, a majority vote of owners present in person or by proxy at the meeting of which the special assessment is being considered of which there is a quorum of members present in person or by proxy, shall be required.

*Text which is underlined is added. Text which is stricken-out is deleted.

IN WITNESS WHEREOF, PALM BEACH POINT PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, has caused this Resolution of Amendment to be executed this 17th day of December, 2008.

Signed, sealed and delivered
in the presence of:

Witness

Witness

ATTEST:

Edward Becker, Secretary

PALM BEACH POINT PROPERTY OWNERS
ASSOCIATION, INC.

By:

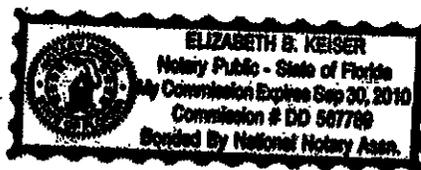
Chris Tsonas, President

STATE OF FLORIDA)
COUNTY OF PALM BEACH) ss:

The foregoing instrument was acknowledged before me this 17th day of December, 2008 by Chris Tsonas and Edward Becker, the President and Secretary, respectively of PALM BEACH POINT PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation on behalf of the corporation, who [] are personally known OR [] have produced _____ as identification and who have not taken an oath.

Notary Public

My Commission Expires:



Prepared by and Return to:
WILL CALL BOX #45
HILLEY & WYANT-CORTEZ, P.A.
860 US Highway One
Suite 108
North Palm Beach, FL 33408
(561) 627-0009

**RESOLUTION OF AMENDMENTS TO THE BYLAWS FOR
PALM BEACH POINT PROPERTY OWNERS ASSOCIATION, INC.**

WHEREAS, the Palm Beach Point Property Owners Association, Inc., is a Florida corporation not-for-profit as filed with the Secretary of State on November 1, 1977, whose document number is 741103, and

WHEREAS, Palm Beach Point Property Owners Association, Inc. ("Association") is a homeowners association as set forth in the Declaration of Protective Covenants, Restrictions, Reservations and Conditions ("Declaration"), as recorded in the Public Records of the Clerk of the Circuit Court in and for Palm Beach County, Florida, at Official Record Book 2764, Page 1239, and as thereafter amended and preserved, each owner being subject to the said Declaration, Articles of Incorporation, and By-Laws of the Association, and

WHEREAS, in compliance with the requirements of the Declaration, Articles of Incorporation, and Bylaws for the Association, the Association states that,

IT IS HEREBY,

RESOLVED, that the amendments to Paragraph 23 of the Bylaws, as detailed in and attached hereto as "Exhibit A," were passed pursuant to Paragraph 57 of the Bylaws, to wit: by a vote of the majority of a quorum of all Members entitled to vote at a duly convened meeting of the Members. Exhibit A is hereby incorporated herein by reference.

IN WITNESS WHEREOF, PALM BEACH POINT PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, has caused this Resolution of Amendments to be executed this 16th day of September, 2009.

NOTHING FURTHER ON THIS PAGE.

PALM BEACH POINT PROPERTY OWNERS ASSOCIATION, INC.

Signed, sealed and delivered in the presence of:

Beverly Smith
Witness

Joan Kushay
Witness

James Pappas
By: JAMES PAPPAS, President

ATTEST:
Simon Glazer
SIMON GLAZER, Secretary

STATE OF FLORIDA)
COUNTY OF PALM BEACH) ss:

The foregoing Instrument was acknowledged before me this 16th day of September, 2009 by **JAMES PAPPAS**, the President of PALM BEACH POINT PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation on behalf of the corporation, who [] is personally known to me OR [] has produced Drives License as identification and who has not taken an oath.

Notary Public Seal
JOAN KUSHAY
MY COMMISSION # DD 681604
EXPIRES: November 24, 2012
Bonded Thru Notary Public Underwriters

Joan Kushay
Notary Public

STATE OF FLORIDA)
COUNTY OF PALM BEACH) ss:

The foregoing instrument was acknowledged before me this 16th day of September, 2009 by **SIMON GLAZER**, the Secretary of PALM BEACH POINT PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation on behalf of the corporation, who [] is personally known to me OR [] has produced FL Drivers License as identification and who has not taken an oath.

Notary Public Seal

ELIZABETH B. KEISER
Notary Public - State of Florida
My Commission Expires Sep 30, 2010
Commission # DD 567769
Bonded By National Notary Assn.

Elizabeth B. Keiser
Notary Public

***AMENDMENT TO BYLAWS
OF PALM BEACH POINT PROPERTY OWNERS ASSOCIATION, INC.

This amendment amends the current Section 23, as follows:

23. The Architectural Control Board shall exercise the prerogatives and have the rights, powers, authorities and duties as set forth in the Declaration, and no improvement shall be made upon any lot without the approval of the Architectural Control Board. Whenever the Architectural Control Board shall determine that a violation of the Declaration has occurred or is threatened, it shall promptly notify the President or Vice-President of the Association describing the nature of the violation, and such officer of the Association shall immediately poll the members of the Board of Directors by telephone and if a majority of a quorum of the Board of Directors approves the commencement of legal action to enjoin or remove the threatened or existing violation, such officer shall immediately cause such action to be instituted in a court of competent jurisdiction.

The Architectural Control Board shall adopt and promulgate written guidelines and standards. These guidelines and standards must include, either directly or by reference, the mandatory provisions of the Declaration and the Bylaws of the Palm Beach Point Property Owners Association, Inc., and such other guidelines and standards that are specifically authorized or can be reasonably inferred from the Declaration and Bylaws relating to matters within the authority of the Architectural Control Board. Such written guidelines and standards, and any subsequent amendments thereto, must be approved by the Board of Directors.

Notwithstanding any provisions or lack of provisions in the written guidelines and standards relating to the maximum number of horses or stalls that may be permitted to exist on any particular Lot, the maximum number of horses (which term includes donkeys, ponies, and miniatures) permitted to be kept on any Lot in Palm Beach Point shall be twelve(12). Each horse must be separately stalled in a barn on the Lot. No barn on any Lot shall contain more stalls, in addition to proportionate spaces for feed, tack, wash areas, rider's lounge, groom's quarters, and associated uses approved by the Architectural Control Board, than the total number of horses permitted on any Lot.

*Text which is underlined is added. Text which is ~~stricken-out~~ is deleted.

EXHIBIT A

Prepared By and Return To:
WILL CALL BOX 45
HILLEY & WYANT-CORTEZ, P.A.
860 U.S. HIGHWAY ONE, SUITE 108
NORTH PALM BEACH, FL 33408

NOTICE OF PRESERVATION OF THE DECLARATION OF COVENANTS RESTRICTIONS,
RESERVATIONS AND CONDITIONS OF
PALM BEACH POINT PROPERTY OWNERS ASSOCIATION, INC.

The Palm Beach Point Property Owners Association, Inc. (the "Association"), hereby files this Notice to Preserve the Declaration of Covenants, Restrictions, Reservations and Conditions of Palm Beach Point Property Owners Association, Inc. (the "Notice"), for the Declaration recorded at Official Record Book 2764, Page 1239, of the public records of Palm Beach County, Florida, as may be amended. An Affidavit executed by the appropriate member of the board of directors is attached to this Notice as "Exhibit A", affirming that the Board of Directors of the Association caused a Statement of Marketable Title Action to be mailed or hand delivered to the members of the Association, pursuant to Florida Statute 712.06(1)(b).

Legal Description of the land affected by this Notice: See "Exhibit B" attached hereto.

THE FOREGOING Notice was approved by a two-thirds affirmative vote of its Board of Directors at a duly noticed Board of Director meeting on July 2, 2008, in compliance with Florida Statute 712.05(1).

IN WITNESS WHEREOF, Palm Beach Point Property Owners Association, Inc., a Florida not-for-profit corporation, has caused this Notice to be executed this 9th day of JULY, 2008.

Signed, sealed and delivered
In the presence of:

PALM BEACH POINT PROPERTY OWNERS
ASSOCIATION, INC.,

Witness
[Signature]
Witness
[Signature]

By: [Signature]
President (print name): CHRISTOPHER P. THOMAS

ATTEST:
[Signature]
Secretary (print name): Edward. Becker

STATE OF FLORIDA)
COUNTY OF PALM BEACH) ss:

The foregoing instrument was acknowledged before me this 9 day of July, 2008, by Christopher Thomas and Edward Becker, the President and Secretary, respectively of Palm Beach Point Property Owners Association, Inc., a Florida not-for-profit corporation on behalf of the corporation, who [] are personally known OR [] have produced as identification and who have not taken an oath.

[Signature]
Notary Public
My Commission Expires



EXHIBIT A

AFFIDAVIT

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH) ss:

BEFORE ME, the undersigned authority, personally appeared the Affiant, CHRISTOPHER D. ISOMS, President of Palm Beach Point Property Owners Association, Inc., who upon being duly sworn, deposes and states:

- 1. The Board of Directors caused the following statement to be mailed or hand delivered to the members of the Association, along with the Notice of Meeting at which the Board approved of the Preservation of the Declaration of Covenants, Restrictions, Reservations and Conditions:

STATEMENT OF MARKETABLE TITLE ACTION

Palm Beach Point Property Owners Association, Inc. ("Association") has taken action to ensure that the Association's Declaration of Covenants, Restrictions, Reservations and Conditions recorded in Official Record Book 2764, Page 1239 of the public records of Palm Beach County, Florida, as may be amended from time to time, currently burdening the property of each member of the Association, retains its status as the source of marketable title with regard to the transfer of a member's residence. To this end, the Association shall cause the notice required by chapter 712, Florida Statutes, to be recorded in the public records of Palm Beach County, Florida. Copies of this notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association.

FURTHER AFFIANT SAYETH NAUGHT.

PALM BEACH POINT PROPERTY OWNERS ASSOCIATION, INC.,

By: [Signature]
President (print name): CHRISTOPHER D. ISOMS

STATE OF FLORIDA)
COUNTY OF PALM BEACH) ss:

The foregoing instrument was acknowledged before me this 9 day of July, 2008 by CHRISTOPHER D. ISOMS, the President of Palm Beach Point Property Owners Association, Inc., a Florida not-for-profit corporation on behalf of the corporation, who is personally known OR has produced _____ as identification and who has not taken an oath.

[Signature]
Notary Public
My Commission Expires _____



EXHIBIT "A"

All of PALM BEACH POINT, according to the Plat thereof recorded in Plat Book 33, at Pages 133 through 136, of the Public Records of Palm Beach County, Florida, being a subdivision of Section 19 and that part of Section 30 lying northeasterly of a line drawn parallel with and 700 feet northeasterly (as measured at right angles to) the North right-of-way line of Government Levy No. L-40, all in Township 44 South, Range 41 East, Palm Beach County, Florida.

WMI

Prepared by:
Frank Pohlig
August & Pohlig, P.A.
Suite 200
2199 Ponce de Leon Boulevard
Coral Gables, FL 33134
(305) 441-1776

JUL-13-1997 10:06am 92-214298

ORE 7313 585

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS, that COREPOINT CORP., a Florida corporation, in consideration of Ten Dollars (\$10.00) and other good and valuable considerations, received from or on behalf of ACME IMPROVEMENT DISTRICT, a political subdivision of the State of Florida, created pursuant to Chapter 28557, Laws of Florida, Acts of 1953, as amended, does hereby grant, bargain, sell, assign, quit claim and set over unto the said ACME IMPROVEMENT DISTRICT, all of its rights, express and implied, and fully exercisable, as may be provided for in whole or in part in the following documents (the "Documents"), to-wit:

Articles of Incorporation of Palm Beach Point Property Owners Association, Inc. and By-Laws of Palm Beach Point Property Owners Association, Inc. attached as Exhibit B, Part I, to that instrument recorded in Official Records Book 2764, at Page 123.

All of the foregoing being recorded among the Public Records of Palm Beach County, Florida.

Said Documents encumber, and the jurisdiction of Palm Beach Point Property Owners Association, Inc. extends to, all of the real property legally described on Exhibit "A" attached hereto and incorporated herein by this reference.

COREPOINT CORP. hereby further assigns to ACME IMPROVEMENT DISTRICT all of its rights, express and implied, and fully exercisable as may be provided for in those certain Declarations of Restrictions more particularly described on Exhibit "B" attached hereto and incorporated herein by this reference (the "Declarations"), which Declarations respectively encumber portions of the lands under the jurisdiction of Palm Beach Point Property Owners Association, Inc.

ACME IMPROVEMENT DISTRICT hereby accepts the above and foregoing Assignment from COREPOINT CORP. and assumes and agrees to perform the duties and obligations described in the Documents and the Declarations to be performed by Palm Beach Land & Development Corp, or COREPOINT CORP., the successor by merger as recorded in Official Record Book 3553, at Page 850, including but without limitation the management of Palm Beach Point Property Owners

Book 44: Acme Improvement District

JRB 7318 Ps. 590

STATE OF FLORIDA)
) ss.
COUNTY OF DADE)

THE FOREGOING INSTRUMENT was acknowledged before me this 26th
day of May, 1992, by Jean F. Mangum
and Mary M. Carter as President and Secretary,
respectively, of ACME IMPROVEMENT DISTRICT, a public Corporation,
on behalf of said corporation, who are personally known to me or
~~have produced~~ identification and who ~~did~~ (did not)
~~take an oath.~~

Michele A. Lump
Notary Public, State of Florida
Print Name: Michele A. Lump
Commission No.: AH 763014
My Commission Expires: 5/16/92

1474S
5/12/92

ORE 7318 Pg. 591

EXHIBIT "A"

DESCRIPTION OF PALM BEACH POINT, A SUBDIVISION PLAT
RECORDED IN PLAT BOOK 33 AT PAGES 133 THROUGH 136
PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA

All of PALM BEACH POINT, according to the Plat thereof recorded in Plat Book 33, at Pages 133 through 136, of the Public Records of Palm Beach County, Florida, being a subdivision of Section 19 and that part of Section 30 lying northeasterly of a line drawn parallel with and 700 feet northeasterly (as measured at right angles to) the North right-of-way line of Government Levy No. L-40, all in Township 44 South, Range 41 East, Palm Beach County, Florida.

JRB 7318 Pg 592

EXHIBIT "B"

SCHEDULE OF PROPERTY OWNERS ASSOCIATION DECLARATION OF
RESTRICTIONS AND COVENANTS WITHIN
PALM BEACH POINT SUBDIVISION

<u>NAME OF TRACT</u>	<u>O. R. BOOK</u>	<u>PAGE</u>
Palm Beach Point Subdivision		
Declaration of Protective Covenants, Restrictions, Reservations and Conditions Of Palm Beach Point	2764	1239

AGREEMENT

(THIS AGREEMENT is made and entered into as of the 26th day of May, 1992 between FOURTH WELLINGTON, INC., FIFTH WELLINGTON, INC., PALM BEACH POINT PROPERTY OWNERS ASSOCIATION, INC., not-for-profit corporations organized and existing under the laws of the State of Florida hereinafter referred to as the "Associations", and ACME IMPROVEMENT DISTRICT, a political subdivision of the State of Florida created pursuant to Chapter 28557, Laws of Florida, Acts of 1953, as amended hereinafter referred to as the "District", and COREPOINT CORP., a Florida corporation, hereinafter referred to as "Corepoint" or as "Developer".

WITNESSETH:

WHEREAS, the Associations are organized to exercise the powers, perform the duties, and enforce the terms and provisions of their Articles of Incorporation and By-Laws (the "Documents") including, but without limitation, the power to review and control the construction of all and any improvements (structural, decorative, artistic or otherwise and the landscaping associated therewith) which any person intends or proposes to construct within those real properties under its jurisdiction, and further to enforce all covenants, restrictions and limitations which may be set forth in any of the Declarations of Restrictions and Covenants (the "Declarations") which encumber and restrict the use of portions of the real property subject to the Associations' jurisdiction (said Documents and Declarations are more particularly described in that certain Assignments and the Exhibits attached thereto, a copy of which is attached hereto marked Exhibit "A"); and

WHEREAS, the Associations have all of the powers vested under the Florida Not-For-Profit Corporation Act and as set forth in the Documents and Declarations; and

WHEREAS, the Associations are responsible for the management, operation and maintenance of the real properties subject to their jurisdiction, and to control the uses of the real properties subject to their jurisdiction, and to maintain those properties owned, dedicated or reserved to the Associations, or owned in common by their members or which constitute "common areas", "public areas", "easements" and "rights-of-way" (hereinafter collectively referred to as the "Associations' Properties") within the real properties subject to their jurisdiction; and

WHEREAS, pursuant to the authority granted by the Florida Not-For-Profit Corporation Act and the Documents, the Associations are empowered to enter into contracts and to delegate such of their

powers, duties and obligations as are not expressly reserved to their board of directors or members; and

WHEREAS, the District is a political subdivision of the State of Florida and has the power and authority to perform the duties and obligations, including managements, operation and maintenance of the Associations, to maintain the Associations' Properties and to enforce the covenants and restrictions set forth in the Documents or in the Declarations and to make and collect assessments and enforce such assessments through liens and judicial foreclosure; and

WHEREAS, all of the real properties subject to the jurisdiction of the Associations lie within the boundaries of the District and all of the owners of real property subject to the jurisdiction of the Associations are also freeholders of the District; and

WHEREAS, Corepoint is the "Developer" (and sometimes referred to as the "Declarant") of The Landings At Wellington, P.U.D. Palm Beach Point Subdivision and Commerce Park At Wellington P.I.D. and the successor to all the rights, powers, privileges and benefits of Gould Florida Inc., under the Documents and the Declarations, and has as such successor during the period from January 16, 1985 through the date of this AGREEMENT performed those duties and obligations and exercised those power of the Developer and Declarant and paid all costs and expenses of the Associations by funding their operating deficits during said period of time; and

WHEREAS, the District has agreed to accept an assignment, from Corepoint of its rights as provided in whole or in part in the Documents and Declarations, and to assume all of the powers, duties, obligations and pay all costs and expenses of the operation, management, maintenance and enforcement duties of the Associations' commencing upon execution of this AGREEMENT; and

WHEREAS, Corepoint and the District have entered into that certain Assignment, a copy of which is attached hereto marked Exhibit "A", at or about the date of this AGREEMENT; and

WHEREAS, the Associations, the District and Corepoint recognize the benefit of the public accruing by the actions of Corepoint, and further have determined that it is in the best interest of the public, the members of the Associations and freeholders of the District that the management, operation, maintenance and enforcement of the Documents and the Declarations together with the duties and obligations of the Associations be assumed and exercised by the District.

NOW, THEREFORE, in consideration of the premises and the mutual agreements hereinafter set forth, the Associations, the District and Corepoint agree as follows:

1. The Associations hereby appoint the District and the District hereby accepts appointment as agent of the Associations to exercise their powers and perform their duties and obligations, and to make and collect assessments to defray the cost of such operation, management, maintenance and enforcement.

2. Effective upon execution of this AGREEMENT, the District shall continue to enforce the terms, provisions, covenants, agreements, limitations and restrictions of the Documents and the Declarations including architectural review of all proposed improvements and the granting or withholding of permits for construction or installation or modification of improvements.

3. The Associations do hereby donate, transfer and convey to the District all records, files and financial information and reports regarding the Associations' past activities. There shall be no tangible personal property of Corepoint or contractual agreements transferred to the District and none of the directors or officers of the Associations shall become employees of the District under this AGREEMENT.

4. The Associations have and by this AGREEMENT do hereby assign to the District any outstanding assessments, charges, liens and judgments owed to the Associations more particularly described on Exhibit "C" attached hereto and any sums recovered shall be retained by the District and allocated to the District's applicable Unit of Development operating budget.

5. As successor to the Developer and Declarant pursuant to the Assignment, the District, acting by and through its duly elected Board of Supervisors, shall designate and appoint the members of the Board of Directors of the Associations and timely fill all vacancies subject to the terms and conditions of the Documents and Declarations. After turnover of the Associations, directors shall be selected only from owners of real property which is subject to the jurisdiction of the Associations. The District shall appoint the members of the permanent committee for architectural review (previously known as the Wellington Environmental Control Committee (or "WECC") while under the control of the Developer) and such other committees as may from time to time be established, and shall continue to implement and enforce the policies, guidelines and requirements of the Wellington Environmental Control Committee as set forth in the WECC Manual of Policies, Guidelines and Requirements for Wellington dated October 1975 as revised and amended through and including November 15, 1986, as said WECC Manual may be further revised and amended from time to time.

6. This AGREEMENT shall take effect upon execution and remain in full force and effect for the initial term of one (1) year, and shall automatically renew from year to year thereafter until such time as the first election of Directors by individual members of the Associations is conducted as required by the Documents or at such earlier date as the District may determine to hold such election.

at which time the District shall call a meeting of the membership and conduct such election of the Board of Directors by direct vote of the members as required by the Documents.

7. The District shall take such action as may be determined by the Board of Directors of the Associations or by the District to be reasonably necessary or as the circumstances may require to perform the duties and obligations of the Associations and with due diligence shall enforce or cause to be enforced the terms, provisions, covenants, restrictions, limitations and requirements of the Documents and the Declarations, and shall commence such suits or other proceedings in courts of competent jurisdiction within Palm Beach County in the name of the Associations to enforce the same, to enjoin any violations or threatened violations of any of the same and to enforce all judgments and order of the courts of Palm Beach County, including the collection of any awards of damages, costs, expenses or attorneys fees and the enforcement of any injunction which may be entered by any court of competent jurisdiction.

10. No amendment, modification, alternation or repeal of any term or provision of the Associations' Articles of Incorporation and By-Laws (the Documents) may be made prior to the turnover of control of the Board of Directors of the Associations to their members without the express prior written consent of Corepoint.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed by their duly authorized and empowered officers signing below on the date indicated.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Mary Jo Lyshew
By: Kim K. Smith

Mary Jo Lyshew
By: Kim K. Smith

FOURTH WELLINGTON, INC.

By: [Signature]

FIFTH WELLINGTON, INC.

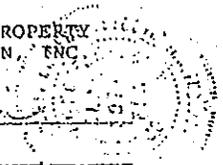
By: [Signature]

JRB 7318 Ps 597

PALM BEACH POINT PROPERTY OWNERS ASSOCIATION, INC.

Mary J. Lysher
Alberto Vadra, Jr.

By: Alberto Vadra, Jr.



ACME IMPROVEMENT DISTRICT ("District")

Janet J. Armstrong

By: Janet J. Armstrong
Attest: Myra W. [Signature]

COREPOINT CORP. ("Developer/Declarant")

Mary J. Lysher
Alberto Vadra, Jr.

By: Alberto Vadra, Jr.



14758
5/12/92

12230 Forest Hill Boulevard
Wellington, Florida 33414
(407) 793-5100

ORB 7318 Pg 598



WELLINGTON

LETTER OF RESIGNATION

This letter will serve to document my resignation as a director
and officer of Palm Beach Point Property Owners Association,
Inc., effective the 26th day of May, 1992.

Mary Jo Lysher

Mary Jo Lysher

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

12230 Forest Hill Boulevard
Wellington, Florida 33414
(407) 793-5100

ORB 7318 Pg 599



WELLINGTON

LETTER OF RESIGNATION

This letter will serve to document my resignation as a director
and officer of Palm Beach Point Property Owners Association,

Inc., effective the 26th day of May, 1998.

Billy Smith Henderson

Billy Smith Henderson

12230 Forest Hill Boulevard
West Palm Beach, Florida 33414
(305) 793-5100

088 7318 Ps 600



WELLINGTON

LETTER OF FIDUCIARY

This letter will serve as a statement of resignation of the Trustee
and Officer of Palm Beach Point Community Association
Inc., effective the 26th day of May.

Jorge Vidua

RECORD VERIFIED
PALM BEACH COUNTY, FLA
CLERK CIRCUIT COURT

147675

DECLARATION OF PROTECTIVE COVENANTS,
RESTRICTIONS, RESERVATIONS AND CONDITIONS
PALM BEACH POINT

PALM BEACH LAND & DEVELOPMENT CORP., a Florida corporation (hereinafter referred to as "DEVELOPER") does hereby declare the following protective covenants, restrictions, reservations and conditions applicable to PALM BEACH POINT, in Palm Beach County, Florida.

W I T N E S S E T H:

1. WHEREAS, the Developer is the owner of certain real property located in Palm Beach County, Florida, more particularly described in Exhibit "A"; and

2. WHEREAS, Developer has caused to be filed a subdivision Plat of the real property described in Exhibit "A", which is recorded in Plat Book 33 at Pages 133 through 136 of the Public Records of Palm Beach County, Florida, pursuant to which Plat certain roads and road rights-of-way and canals and easements more particularly described in said Plat have been dedicated to the Acme Improvement District, a political subdivision of the State of Florida (hereinafter sometimes referred to as the "DISTRICT"); and

3. WHEREAS, Developer desires to provide for the preservation and maintenance of said real properties and of the community commonly known as Palm Beach Point, and, therefore, desires to subject the real property described in Exhibit "A" to this Declaration of Protective Covenants, Restrictions, Reservations and Conditions, and to provide for subjecting additional lands adjoining the Palm Beach Point subdivision to this Declaration and to the covenants, restrictions, reservations, easements, conditions, charges and liens hereinafter set forth, and

4. WHEREAS, Developer has caused to be incorporated the PALM BEACH POINT PROPERTY OWNERS ASSOCIATION, INC., a corporation not for profit organized under the laws of the State of Florida, for the purposes of carrying out the foregoing functions and enforcing the covenants, restrictions, reservations and conditions set forth in this Declaration.

NOW THEREFORE, the Developer declares that the lots, parcels and portions of the real property constituting Palm Beach Point subdivision, together with such other real property which Developer may from time to time make subject to this Declaration by an instrument in writing, shall be subject to, and does hereby establish the covenants, restrictions, reservations, easements, conditions and charges upon which all portions of said property shall be held, transferred, conveyed, occupied, improved, or sold by Developer as the owner thereof, and its respective successors, assigns, heirs or personal representatives. The Developer hereby subjects the real property described in Exhibit "A" to this Declaration.

Each and every one of these covenants, conditions, reservations and restrictions is and all are for the benefit of each owner of land in Palm Beach Point, or any interest therein, and shall inure to and pass with each and every parcel of such lands, and shall bind the respective successors in interest of the present owners thereof. These covenants, conditions, reservations and restrictions are and each thereof is imposed upon such lands, all of which are to be construed as restrictive covenants running with the title to such lands and with each and every parcel thereof, to wit:

54 NOV 13 AM 10 77

Exhibit A - Separation, August, Grant & 24th St
Site 2228
One Bedroom Town
Miami, Fla. 33131

110.00

ARTICLE 1

DEFINITIONS

Section 1.1. Definitions. The following words and terms when used in this Declaration or any Amendment or Supplemental Declaration (unless the context requires otherwise) shall have the following meanings:

- (a) "Developer" shall mean and refer to Palm Beach Land & Development Corp., a Florida corporation, and its successors and assigns other than Owners hereinafter defined.
- (b) "Palm Beach Point" shall mean and refer to the planned community being developed by the Developer on the lands described in Exhibit "A" and lying within Sections 19 and 30, Township 44 South, Range 41 East, Palm Beach County, Florida.
- (c) "Land" or "Lands" shall mean and refer to the real property described in Exhibit "A" attached hereto, and those portions of the real property described in Exhibit "B" as may hereafter be submitted to this Declaration.
- (d) "Declaration" shall mean and refer to this instrument together with all exhibits attached hereto, and such Amendments and Supplemental Declarations, if any, as may be adopted from time to time in the manner hereinafter provided.
- (e) "Plat" shall mean and refer to the subdivision Plat of Palm Beach Point initially prepared by WILLIAM G. WALLACE, Jr., Professional Land Surveyor, dated May 24, 1977, and approved by the Palm Beach County Board of County Commissioners, as the same may be modified by the Developer and approved by all applicable governmental authority recorded in Plat Book 33 at Pages 133 through 136 of the Public Records of Palm Beach County, Florida.
- (f) "Lot" or "Building Lot" shall mean and refer to those portions of the lands from time to time reserved for residential use and presently shown on the Plat and designated by lot number, or as the same may be modified, platted or replatted, by the Developer.
- (g) "Residential Unit" shall mean and refer to any building or portion of a building situated within Palm Beach Point, designated and intended for use and occupancy as a residence by a single family and for which a certificate of occupancy has been issued by the applicable governmental authority, and shall include units howsoever designated if intended for use by a single family.
- (h) "Owner" shall mean and refer to the record owner (other than the Developer), whether one or more persons or entities, of the fee simple title to any lot situated within Palm Beach Point, but shall not mean or refer to any person or entity which holds a mortgage, unless and until such person or entity has acquired fee simple title pursuant to foreclosure or any proceedings in lieu of foreclosure.
- (i) "First Mortgagee" shall mean and refer to the Developer or any bank, savings and loan association, employee pension fund, insurance company, institutional business trust, and their respective successors or assigns which holds a first mortgage encumbering any portion of the land or a Residential Unit or a lot.
- (j) "District" shall mean and refer to Acme Improvement District, a political subdivision of the State of Florida.
- (k) "Architectural Control Board" shall mean and

refer to a committee of not less than three (3) nor more than five (5) persons who shall be appointed initially by the Developer and thereafter by the Association from time to time.

(l) "Association" shall mean and refer to Palm Beach Point Property Owners Association, Inc., a Florida corporation not for profit.

(m) "Assessment" shall mean and refer to a share of the funds required to defray the costs and expenses incurred by the Association in carrying out its duties and obligations under this Declaration, including, but not limited to, the assessment set forth in Article 3, Section 9, and Article 4 of this Declaration and in the By-Laws of the Association.

ARTICLE 2 - PROPERTY SUBJECT TO DECLARATION AND RESTRICTIONS ON USE:

Section 1. The real property described in Exhibit "A" and other real property as may from time to time be subjected to this Declaration by the Developer (the land) and referred to herein as Palm Beach Point, shall be held, transferred, sold, conveyed and occupied subject to this Declaration.

Section 2. It is contemplated that the building lots within Palm Beach Point will be developed as a planned community and that only single-family residences will be built thereon. The Residential Units so constructed may be owned in such various forms of real property ownership as are permitted by the laws of the State of Florida. No Residential Unit shall be used for any purpose other than for single-family occupancy, except that the Developer reserves the right for itself and its agents, employees, successors or assigns to use any Residential Unit for sales offices and display purposes.

Section 2.1. Additional real property may become subject to this Declaration in the following manner:

(a) At any time and from time to time within a period of fifteen years from the date hereof, the Developer, or any of its successors and assigns to whom the Developer specifically assigns such rights, shall have the right, without obtaining the consent of any Owner, to subject one or more parcels, tracts or lots of the real property which is more particularly described in Exhibit "B" or one or more portions thereof to this Declaration.

(b) The additions authorized under this Section 2.1 shall be made by Developer filing in the Public Records of Palm Beach County, Florida, one or more Supplemental Declarations of Protective Covenants, Restrictions, Reservations and Conditions with respect to the additional real property which shall extend the Covenants, Restrictions, Reservations and Conditions of this Declaration to such additional real property. The Developer is not obligated to make any of the additions authorized under this Section 2.1.

Section 3. Building lots as are shown on the Plat, and each and every one thereof, are for residential and related purposes only, as the same may from time to time be platted or re-platted by the Developer. No building or structure intended for or adapted to business purposes, (other than residential rental purposes), hospital, sanatorium or doctor's office, shall be erected, placed, permitted, or maintained on such lots, or on any part thereof, or in any Residential Unit. No improvement or structure whatever, other than a first class Residential Unit, patio, wall, swimming pool, trellis, gazebo and garage, may be erected, placed or maintained on any lot in Palm Beach Point.

Section 4. Easements for ingress and egress and for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat of Palm Beach Point. Within each easement, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with such ingress or egress or with the installation and maintenance of utilities, or change or alter the direction of flow of drainage channels in the easements or obstruct or retard the flow of water through drainage channels in such easements. The easement areas in each lot, to the extent not continuously maintained by governmental authority, and all improvements within it shall be continuously maintained by the Owner of the lot, and, if such Owner fails or neglects to do so, then by the Association, and all costs and expenses incurred therefor by the Association shall constitute a special assessment against such Owner and a lien upon his lot.

Section 5. All canals and other waterways in and about Palm Beach Point now existing or hereafter created, now and forever, are hereby restricted such that they shall be used solely as drainage areas and for water control and management by the District. No Owner or other person shall pump or otherwise remove any water from any canal or other waterways for irrigation or other purposes, nor place or throw rocks, stones, soil, trash, garbage, rubbish, or other waste water into any canal or waterway, nor channel water from swimming pools, air conditioning systems, sewers or other waste water into any canal or waterway, nor build docks, boat houses or other structures on or adjacent to any canal or waterway.

Section 6. The Developer may include in any deed conveying lands in Palm Beach Point any additional restrictive covenants or any modifications of any of the covenants contained in this Declaration.

(a) The Developer reserves the right to resubdivide, plat or replat any lot within Palm Beach Point or any portion of the lands comprising Palm Beach Point, by plat, deed, or otherwise; however, no portion thereof shall be resubdivided, platted, or replatted by others, except with the prior written approval and joinder therein of public record by the Developer, or its successors and assigns to whom the Developer specifically assigns such right of approval.

(b) In the event any portion of Palm Beach Point shall be resubdivided, platted, or replatted, at the option of the Developer this Declaration and all the covenants, agreements, restrictions, conditions and reservations herein shall thereafter apply to the resubdivided, platted, or replatted lots or parcels.

Section 7. All of the lands in Palm Beach Point are within the District and are also within Unit of Development No. 2 and Unit of Development No. 3 of the District, and are subject to special assessment taxes imposed and levied by the District pursuant to Resolution.

ARTICLE 3 - LAND AND BUILDING RESTRICTIONS:

In addition to those covenants above-described, each Palm Beach Point Owner, upon acceptance of a deed to any portion of Palm Beach Point, any lot therein whether or not the same has been platted, or to any Residential Unit, shall also be deemed to covenant, which covenants shall run with the land and be binding upon subsequent Owners to do the following:

Section 1. No building or other structure shall be erected, placed or altered within Palm Beach Point until the building plans, specifications and plot plan have been submitted to the Developer or the Architectural Control Board, after such Board has been established by the Developer, for written approval with respect to

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compliance in all respects with this Declaration and that said building or other structure is in conformity and harmony with the topography and finished ground elevations; and with the architectural design of completed or proposed other improvements and with the Plat.

(a) The complete sets of all plans for the construction of any improvements on a lot, including private driveways, building plans for any building, fence, wall or structure to be erected upon any lot, and the proposed location thereof upon any lot, and any changes after approval thereof, any remodeling, reconstruction, alteration, or addition to any building, road, driveway, fence, wall, swimming pool, barbecue, patio, or other structure whatsoever, or remodeling, reconstruction or altering such road, driveway or structure upon any lot, shall be submitted to the Developer or the Architectural Control Board by the person or persons, or Owner, as the case may be, desiring to erect, construct, or modify the same.

Developer hereby reserves the exclusive right at any time hereafter while this Declaration remains in effect to execute and record in the Public Records of Palm Beach County, Florida, a Certification making specific reference to this Declaration and its place of recording, creating such Architectural Control Board, designating the initial members thereof, and delegating such of the rights, privileges, and authorities as are reserved by the Developer in this Declaration to such Board as Developer may deem appropriate. Vacancies on such Board shall thereafter be filled by the Association in accordance with its By-Laws.

(b) Three complete sets of road or driveway plans, showing the locations, course, and width of same and three complete sets of building plans, and specifications for the building, fence, wall, or other structure, as applicable, desired to be erected, constructed, or modified, prepared and signed by a Florida licensed architect and engineer shall be submitted to the Developer or the Architectural Control Board, as the case may be.

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(c) No structure of any kind, the plans, elevations, and specifications of which have not received the prior written approval of the Developer or Architectural Control Board, as the case may be and which does not comply fully with such approved plans and specifications shall be erected, constructed, placed, or maintained upon any lot within Palm Beach Point.

(d) Approval of such plans and specifications shall be evidenced by written endorsement on such plans and specifications, a copy of which shall be delivered to the Owner or Owners of the lot upon which the prospective building, road, driveway, or other structure or modification thereof is contemplated prior to applying for a building permit and the beginning of such construction. No changes or deviations in or from such plans and specifications as approved shall be made without the prior written consent of the Developer or Architectural Control Board, as the case may be. Refusal or approval of plans and specifications and location may be based on any ground, including purely aesthetic grounds, which, in the sole discretion of the Developer or the Architectural Control Board, as the case may be, shall seem sufficient.

(e) Neither the Developer nor the Architectural Control Board shall be responsible for any structural or other defects in such plans or specifications or in any building or structure erected according to such plans and specifications.

(f) The minimum square footage under roof of each single-family residence within Palm Beach Point shall be not less than 1500 square feet of living area, exclusive of any garage, patio and porches. Roofs shall be either flat cement tile of any color, or

barrel tile of any color, or Spanish tile, or wood shingles, or asphalt shingle roof. No gravel roofs shall be permitted except on flat-deck roof over a porch or patio.

In the event the Developer, or the Architectural Control Board, as the case may be, fails to approve or disapprove within thirty (30) days after the Plans, elevations and specifications have been submitted in the form and number above required, the approval will be deemed granted.

Section 2. All lawns and green areas within each lot in Palm Beach Point shall be extended to all easement and right-of-way lines and to the easement line of any canal or other waterway within such lot. All lawns and green areas within each lot in Palm Beach Point shall be extended to all District easements and/or right-of-way lines within such lot. No owner shall be permitted to place, construct or keep any landscaping or improvement or any other thing within any easement or right-of-way. Each owner shall be responsible for keeping and maintaining all lawns, green areas and landscaping within his lot in a clean, neat and attractive manner except to the extent that the areas within easements and rights-of-way are maintained by the District, or by any other governmental agency or by the Association. No gravel or blacktop or paved parking strips are to be allowed except as approved on the plot plan and plans and specifications as provided in Section 1 of this Article. All lawns shall be fully grassed or sodded, at each Owner's expense, and all landscaping shall be done at each Owner's expense strictly in accordance with landscape plans and specifications to be submitted and approved in accordance with the procedure described in Section 1 of this Article for architectural approvals.

(a) No landscaping or lawns shall be commenced or installed without the express prior written consent of the Developer or the Architectural Control Board, as the case may be. No changes in, modifications of, or substitutions for the landscaping, lawns and green areas shown in such approved plans and specifications shall be made without the express prior written consent and approval of the change, modification or substitution by the Developer or the Architectural Control Board, as the case may be.

(b) No Owner or his agent, or any other person shall commence construction of any improvements, whether or not architectural approval has been given under Section 1 of this Article, unless and until landscaping plans and specifications have also been submitted and approved.

(c) In the event an Owner fails to grass or sod and landscape in accordance with approved plans and specifications, the Developer or the Association, as the case may be, shall have the right, but in no event the duty, obligation or responsibility, to grass or sod and landscape the lot and charge the Owner with the expense thereof. Such charge, if made, shall constitute a binding, legal obligation of the Owner and his successors and assigns, including the future Owners of Residential Units on the lot so improved, entitling the Developer or the Association, as the case may be, to a lien upon all of the property within such lot and the improvements thereon to secure the payment of such charges to the same extent and enforceable upon the same terms and conditions as provided by law for the enforcement of mortgage liens upon real property in the State of Florida.

Section 3. No detached building or other apparatus, and no detached outbuildings shall be erected or remain on any lot within Palm Beach Point prior to the start of construction of a

permanent structure thereon, unless approved by the Developer or the Architectural Control Board, as the case may be.

(a) Except for structures which are permitted by other provisions herein, no shed, shack, trailer, tent or other temporary or movable building or structure of any kind shall be erected, placed, or permitted to remain on any lot within Palm Beach Point; however, this paragraph shall not prevent the use of a temporary construction shed or trailer during the period of actual construction of Residential Units permitted hereunder, nor the use of adequate sanitary toilet facilities for workmen during the course of construction.

Section 4. When the construction of any building is once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof, and all temporary structures permitted hereunder shall forthwith be removed upon completion of construction. Construction shall in all events be deemed complete for the purposes of this Section upon issuance of a Certificate of Occupancy or its equivalent by appropriate governmental authority.

(a) No Residential Unit erected within Palm Beach Point shall be occupied in any manner while in the course of construction, nor at any time prior to its being fully completed, as herein required. Nor shall any residence, when completed, be in any manner occupied until made to comply with the approved plans, the requirements herein, and all other covenants, conditions, reservations, and restrictions herein set forth.

Section 5. No billboards or signs of any character shall be displayed or placed within or adjoining Palm Beach Point without the Developer's or the Architectural Control Board's prior written consent and approval of the wording, the colors and design of the sign.

(a) The provisions of this paragraph may be waived and/or modified by the Developer or Architectural Control Board, as the case may be, when, in its discretion, the same is necessary to promote the sale of property within Palm Beach Point or the development of any lot therein.

(b) Nothing herein shall be construed to prevent the Developer or anyone acting with its permission and consent from erecting, placing, or maintaining such structures and offices as may in its sole discretion be deemed necessary for the operation and development of Palm Beach Point by it, or in its sole discretion the operation and development of any lot within Palm Beach Point by an Owner.

(c) The Developer or the Architectural Control Board, as the case may be, shall determine the location, color, size, design, lettering, and all other particulars of all signs, including all street and traffic control signs within Palm Beach Point in order that the community shall be strictly uniform in appearance with respect thereto. The determination and standards established under this sub-section may be superseded and other uniform standards imposed by applicable governmental authority.

Section 6. Prior to commencement of construction of a Residential Unit, each Owner shall install, at his own expense, a suitable paved driveway from the paved portion of the abutting access road or right-of-way through the unpaved portion of such right-of-way or easement to the easement or right-of-way line within his lot. Each Owner shall remove any curbing at the edge of the paved portion of the abutting access road or right-of-way to the extent necessary for entrance into the driveway and replace same with suitable valley curb or gutter with a proper culvert so as to provide

for entrance into the driveway and for proper and continued drainage along the edge of the paved portion of the access road or right-of-way. The sub-surface of the portion of the driveway between the easement or right-of-way line and the paved portion of the abutting access road or right-of-way, as well as the replacement curb or gutter and culvert, shall be installed prior to commencement of any construction and prior to delivery of construction materials to the building lot in accordance with the requirements of the District's Water Management Plan. During construction all vehicles involved in such construction, including those delivering materials and supplies, shall enter upon such building lot from the access road or right-of-way only over the installed replacement curb or gutter and driveway, and such vehicles shall not be parked at any time on the access road or right-of-way or upon any lands other than the building lot on which the construction is proceeding, except on a temporary basis. The driveways shall be solid and each Owner shall be responsible for any damage to any access road or right-of-way, driveway, road or curb done by him or anyone working directly or indirectly for him.

Section 7. No boundary wall or fence shall be constructed or permitted with a height of more than five (5) feet. No wall or fence of any height shall be constructed on any lot until after the height, type, design and location thereof shall have been approved in writing by the Developer or Architectural Control Board, as the case may be. Any questions as to such height, type, design and location shall be conclusively determined by the Developer or the Architectural Control Board. No fence, wall or other structure and no trees, hedges or other landscaping shall be permitted within any easement or right-of-way lines without the prior written consent of the District. It is further established that the design, construction and height of any entrance improvements to Palm Beach Point and any highway border wall shall not be required to conform to these restrictions, but may be constructed wholly in such fashion as is approved by the Developer, and may be constructed within any easement or right-of-way with the consent of the District.

Section 8. Nothing shall be done which may be or may become an annoyance or nuisance to the neighborhood.

(a) No swine, pigs or goats shall be kept on any property within Palm Beach Point. No animals of any kind shall be kept, bred or used for commercial purposes. Other animals, including by way of illustration, horses, cows, dogs, fowl or poultry may be kept provided that the Owner of the lot shall provide appropriate fencing, corral, kennel or cage of sufficient size and strength to secure such animals from running loose or becoming an annoyance, nuisance, or menace to other Owners, residents and their families, guests of invitees. Such corral, fencing, kennel and cages shall be subject to the prior written approval of the Developer or Architectural Control Board, as the case may be. It is the express intent of this section that animals which are consistent with family use, sporting and hobby purposes and country estate living shall be permitted for the private use and enjoyment of Owners, but not otherwise, and the keeping of such shall be conclusively deemed a license only which may be revoked by the Association.

(b) No derrick or drilling apparatus, or other structure designed for use in boring for oil or natural gas, billboard or other advertising device, except as provided in Section 5 hereof, factory, boat slip or marine slip, machine shop, manufacturing establishment, laundry or dry cleaning plant, trailer park, nursing home, sanitarium, health spa, hospital, corrective school, or like institution, shall be constructed, erected, maintained, operated or permitted on any lot or other portion of the land.

(c) No oil drilling, oil development operations, oil refining, natural gas, quarrying or mining operations of any kind

shall be permitted upon the lands, nor shall oil wells, tanks, tunnels, mineral excavations, shafts or any form of exploration for any oil, gas or minerals be permitted or conducted on the lands.

The above list of prohibited businesses and activities is by way of illustration and not of limitation. In the event of any question as to what may be or may become an annoyance or nuisance, such question shall be submitted to the Developer or Architectural Control Board, as the case may be, for a decision in writing and its decision shall be final.

Section 9. Each Owner shall keep his portion of the lands comprising Palm Beach Point and any abutting or adjoining green areas free of trash and in a neat and attractive condition. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon the lands which comprise Palm Beach Point, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. Each Owner shall keep the grass within his lot, and all other landscaping, cut and trim and in a sightly manner. In the event that an Owner, or his agents or successors shall fail or refuse to keep his lot cut, trim and sightly, and free of weeds, underbrush or refuse piles or other unsightly growths or objects, as determined by the Developer or Architectural Control Board, then the Developer or Association may enter upon said lands and cut the grass or otherwise remove and correct the unsightly or offending condition at the expense of such Owner, and such entry shall not be deemed a trespass. The cost of such removal shall be a lien against such lot until paid in full, and may be enforced in the manner, and upon the same terms and conditions provided by law for the enforcement of mortgage liens upon real property in the State of Florida.

(a) The Association shall cut the grass and maintain the green areas in the manner aforesaid on all lots in Palm Beach Point from and after the date this Declaration is recorded among the Public Records of Palm Beach County, Florida, and for a period of ten (10) years, thereafter, except as provided under Subparagraph (b) of this Section.

(b) When a Residential Unit is constructed on any lot in Palm Beach Point and occupied, the Association's obligation for grass-cutting and maintaining said lot shall cease, and the Owner and occupant of said Residential Unit shall immediately become obligated and responsible for such grass-cutting and maintenance of his lot under this Section 9. The Owner and occupant shall be required to perform his responsibility for grass-cutting with at least the same frequency as the Association is maintaining other properties in Palm Beach Point.

(c) During the period that the Association is responsible for grass-cutting and maintenance of a lot, each Owner, other than the Developer, shall pay to the Association the sum of Ten Dollars (\$10.00) for each acre contained in said lot each year (hereinafter referred to as the "assessment"). Said assessment is an estimate only based upon the best information presently available to the Developer, and shall be subject to increase by the Association within sixty (60) days after the end of each calendar year, including the year in which this Declaration is recorded among the Public Records of Palm Beach County, Florida. Each annual increase, if any, shall be determined by the Board of Directors at a special meeting for that purpose to be held on or before the last day of February in each calendar year, and the increase shall include the amount necessary, if any, to make up any deficit in the preceding calendar year, as well as to defray the cost of grass-cutting and maintenance for the then current calendar year; provided, that the Association shall give notice to each owner within thirty (30) days of the date of the

Association's determination to increase the assessment. It is the express intention and purpose of this clause that the Association shall receive from each Owner, such Owner's proportionate share of the total actual cost incurred in grass-cutting and maintaining the lots in Palm Beach Point and that the Association shall suffer no deficit in performing such services nor realize any pecuniary gain or profit in that regard.

(d) In the event an Owner or occupant fails or refuses to cut the grass on his lot and otherwise maintain said lot, in the opinion of the Developer or the Architectural Control Board, then the Association shall have the absolute right to enter upon said lot to cut the grass or otherwise maintain the lot in the manner required by this Section 9 and assess the Owner at the rate set forth in Subparagraph (c) above, or the actual cost incurred by the Association, for performing such Owner's responsibility under this Section 9, whichever amount is more.

Section 10. All garbage containers or trash containers, oil and bottle gas tanks (which shall be permitted for residential consumption) must be underground or placed in walled-in or landscaped areas so that they shall not be visible from the adjoining properties. Garbage or trash incinerators, and the burning of refuse, trash, leaves, grass, tree cuttings and the like are not permitted, except with the express prior written consent of the Developer or the Architectural Control Board, which consent may be subject to such conditions, limitations or restrictions as the Developer or the Architectural Control Board shall deem necessary or appropriate.

Section 11. No outdoor clothes drying area shall be allowed, nor shall outside clotheslines be allowed.

Section 12. The parking of commercial vehicles, such as trucks, truck-trailers, semi-trailers, commercial trailers, rental or U-Haul trailers, etc., at any time on public or private access roads, rights-of-way, streets, driveways or other paved areas within Palm Beach Point is prohibited, except for loading and unloading purposes.

(a) The parking of any vehicle or trailer of whatever kind on public areas, or other landscaped areas is prohibited, except by an Owner or resident on his lot.

(b) Major commercial work or repairs on any motor vehicle, trailer, boat, etc., is prohibited within Palm Beach Point without exception. Private work and repairs on personal vehicles, boats and other personal property of an Owner shall be permitted provided that such work is restricted within a fenced or landscaped area so as not to be visible from adjoining properties, that no loud or unusual noise is created, and the work area is maintained in a neat and orderly manner.

(c) No trucks of a size exceeding "half-ton shall be permitted to be parked within Palm Beach Point outside of a garage permitted to be built under the provisions of this Declaration, unless the same is present and necessary in the actual construction or repair of permanent buildings or other improvements within Palm Beach Point. This restriction shall not apply to recreational vehicles.

Section 13. In addition to all other remedies otherwise provided for in this Declaration or by law, in the event of any violation or breach of any covenant, condition, restriction or reservation contained in this Declaration by any Owner or other person or entity owning land or any interest in land within Palm Beach Point the Developer or the Association, shall have the right to proceed at

law or in equity to compel compliance with this Declaration and to prevent the violation or breach of any covenant, condition, restriction, or reservation, and the Developer or Association shall have the absolute right to permanently enjoin any violation or breach, and to recover damages, suffered or incurred by it or by any other person or class of persons owning any interest in Palm Beach Point.

(a) The Developer or the Association shall have the right, whenever there shall have been built any structure which is in violation of this Declaration to enter upon the lot where such violation exists, and summarily abate or remove the same at the expense of the Owner of such lot, and such entry and abatement or removal shall not be deemed a trespass.

(b) Where a building has been erected, or the construction thereof is substantially advanced, and it is situated such that it violates a covenant, condition, reservation or restriction set forth in this Declaration, and where the Owner of the lot on which it is situated has made a good faith effort to comply with this Declaration, the Developer or the Association shall have the right at any time to release the portion of land affected from such part of the provisions of this Declaration as are violated; provided, however, that neither the Developer nor the Association shall release a violation or violations of this Declaration except as to violations that the Developer or the Architectural Control Board, in its sole discretion, determines to be minor, and the power to release any portion of land, or any Owner from such a violation or violations shall be dependent on the determination of the Developer or the Architectural Control Board that such violation or violations are minor.

ARTICLE 4 - COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Each Owner of any lot or Residential Unit by the acceptance of a deed therefor, whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree to pay the Association annual and special Assessments or charges which shall be fixed and established by the Board of Directors of the Association from time to time in the manner provided in the By-Laws of the Association. The annual and any special Assessments, together with the legal interest thereon and costs of collection thereof, shall be the personal obligation of the Owner of the lot as to which the Assessment was made at the time the Assessment became due and payable, and shall also be and constitute a charge on such lot, and shall be a continuing lien upon the lot against which such Assessment was made.

Section 2. The Assessments levied by the Association shall be for the expenses and costs of:

(a) Providing adequate insurance, including general property insurance covering all Association property, general liability insurance, comprehensive crime insurance, automobile insurance for all automobiles, trucks and other vehicles owned by the Association, workman's compensation insurance as required by Florida law, and such other insurance as the Board of Directors of the Association may from time to time determine to be in the best interest of the Association and its members.

(b) The cost of operating the Association and the Architectural Control Board, including the maintaining of easements and the aesthetic values of Palm Beach Point; grass-cutting and maintenance of any lot, as provided in Section 9 of Article 3 of this Declaration; and for the health, safety and welfare of the Owners and residents of Palm Beach Point.

(c) Any taxes and charges for utilities assessed

against the Association which are not directly assessed against an Owner.

(d) Such other expenses as may be determined from time to time by the Board of Directors and which may be permitted by law.

Section 3. Each fee title Owner of a lot in Palm Beach Point, other than the Developer, regardless of how title to the lot is acquired, shall be liable for all Assessments made and levied against such Owner's lot.

(a) Assessments or any installment thereof not paid when due shall bear interest from the date when due at the rate of ten percent (10%) per annum until paid.

(b) The Association shall have a lien upon each lot for any unpaid Assessment and interest until paid.

(c) The Association shall have the right to file a lien against the Owner and his lot whenever such Owner has failed to pay any Assessment for a period of thirty (30) days from the date the Assessment became due and payable, and shall give notice thereof and of the Association's intention to foreclose its lien to such Owner at the most recent address for such Owner shown on the books of the Association.

(d) The method of enforcing such lien shall be by foreclosure in the manner provided for foreclosing other liens or mortgages on real property under the laws of the State of Florida, or by any other manner permitted at law or in equity under the laws of the State of Florida.

(e) Such lien shall also secure all costs of collection and court costs incurred by the Association incident to the collection of the assessment or enforcement of the lien, including reasonable attorneys' fees.

(f) The Association may bid at any sale in foreclosure and apply as a cash credit against its bid all sums due the Association covered by the lien being foreclosed.

(g) The Board of Directors of the Association may take such action as it deems necessary to collect Assessments by personal action against any Owner or by enforcing and foreclosing said lien, and may settle and compromise the same if it appears to do so is in the best interest of the Association.

ARTICLE 5 - GENERAL PROVISIONS:

Section 1. All restrictions, reservations, covenants, conditions, and agreements contained in this Declaration shall constitute covenants running with the land, and all grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons agree to be bound by the provisions hereof.

Section 2. Whenever notices are required to be given hereunder, the same shall be sent via the United States Postal Service to developer at its address shown on the signature page of this Declaration and to the address of a Residential Unit or to any other address designated by an Owner or the Developer for such purpose or by leaving the notice at or near the entrance to a Residential Unit.

Section 3. Whenever the context hereof so requires, the

use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural, and the use of the plural shall include the singular.

Section 4. The Articles of Incorporation and the By-Laws of the Association are attached hereto as Exhibits "C" and "D", respectively, and made a part hereof, and the operation and management of Palm Beach Point shall be governed thereby.

ARTICLE 6 - DURATION, AMENDMENT AND ENFORCEMENT OF DECLARATION:

Section 1. All of the covenants, conditions, reservations, and restrictions set forth in this Declaration, and every term and provision hereof, shall continue and remain in full force and effect at all times as against every lot, and the Owner and occupant of any lot or Residential Unit or other portion of the lands comprising Palm Beach Point, regardless of how he acquired title or occupancy, until January 1, of the calendar year 1997 (hereinafter referred to as the "Base Period"), on which date these covenants, conditions, reservations, and restrictions shall terminate and end, and thereafter be of no further legal or equitable effect on such lands or any owner thereof; provided, however, that these covenants, conditions, reservations and restrictions shall be automatically extended for a period of ten years, and thereafter in successive ten-year periods, unless subsequent to the Base Period, but on or before the end of one of such extension periods, a majority of the members of the Association (when consented to by a majority of all First Mortgagees) shall by written instrument signed and acknowledged by each of them and duly recorded, declare a termination of the same.

(a) Although these covenants, conditions, reservations, and restrictions may expire as herein provided, any and all rights and reversions for breach of these covenants, conditions, reservations, or restrictions committed or suffered prior to such expiration shall be absolute.

Section 2. In the event of a breach, violation or threatened violation of any of the covenants, conditions, reservations, or restrictions hereby established, Developer or the Association or any Owner in Palm Beach Point adversely affected thereby, or any First Mortgagee shall have the right of immediate entry upon the land, Residential Unit, or lot as to which the Owner thereof is in violation in order to abate the threatened or existing violation or breach of any thereof, or the continuance of any such violation or breach,

(a) In addition, the Developer or the Association or any Owner adversely affected or any First Mortgagee shall have the right to institute any proceedings at law or in equity against the person or persons violating or attempting to violate any covenant, condition, restriction or reservation and prevent him or them from so doing by injunctive action, and to recover damages or other sums for such violation, and the right to enjoin violations is hereby expressly granted.

(b) Should the Developer or the Association, or an Owner adversely affected, or a First Mortgagee employ counsel to enforce any of the covenants, conditions, reservations, or restrictions, set forth in this Declaration, all costs incurred in such enforcement, including a reasonable fee for counsel, shall be paid by the Owner or Owners found to have been in violation or breach hereof.

(c) The violation or breach of any covenant, condition, reservation, or restriction, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for

value as to any lot or Residential Unit, but these covenants, conditions, reservations and restrictions shall be binding upon and effective against any such mortgagee or trustee or owner thereof, whose title thereto or whose grantor's title is or was acquired by foreclosure, trustee's sale, otherwise.

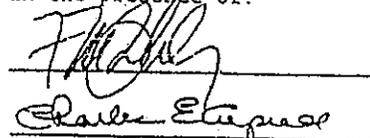
(d) No delay or omission on the part of the Developer or the Association, or a First Mortgagee in exercising any right, power or remedy herein provided, in the event of any violation or breach of any covenant, condition, reservation or restriction herein contained, shall be construed as a waiver thereof or acquiescence therein, and no right of action shall accrue nor shall any action be brought or maintained by anyone whomsoever against the Developer or the Association or any First Mortgagee for or on account of its or their failure to bring any action on account of any violation or breach of these covenants, conditions, reservations, or restrictions, or for imposing or attempting to impose any of the same which may be unenforceable as a matter of law or equity.

Section 3. As long as the Class "B" member exists (as set forth in the Articles of Incorporation of the Association), the Developer may amend this Declaration for the purpose of subjecting additional land to the provisions hereof, to correct any errors or omissions not affecting the rights of Owners, lienors or First Mortgagees, or to better preserve, protect and promote the purposes of this Declaration and the general health, safety and welfare of the Owners and residents of Palm Beach Point. Thereafter, this Declaration and any of the provisions herein contained may be amended, modified or new covenants added only by recording among the Public Records of Palm Beach County, Florida, an "Amendment to Declaration" executed and acknowledged by the duly authorized officers of the Association who shall certify and affirm that the amendment was approved by the affirmative, written vote of not less than seventy five percent (75%) of all members of the Association at a regular or special meeting of the members of the Association, notice of which meeting included the text of the proposed amendment and was duly given in accordance with the By-Laws of the Association.

Section 4. In the event any one or more of the covenants, conditions, reservations, restrictions, or any term or provision, or any part thereof set forth in this Declaration shall be declared for any reason, by a court of competent jurisdiction, to be null and void, or otherwise unenforceable, such judgment of decree shall not in any manner whatsoever affect, modify, change, abrogate, or nullify any of the covenants, conditions, reservations, restrictions, terms or provisions not so declared to be void or unenforceable, but all of the remaining covenants, conditions, reservations, restrictions, terms and provisions not so expressly held to be void or unenforceable shall continue unimpaired and in full force and effect.

IN WITNESS WHEREOF, the Developer has caused this instrument to be duly executed on this 7th day of November, 1977.

Signed, sealed and delivered
in the presence of:


Charles E. Stupacek

PALM BEACH LAND & DEVELOPMENT CORP.

By: 
ALBERTO VADIA, JR.
President

Attest: 
RICARDO VADIA
Secretary

Developers Address:

2300 Coral Way
Miami, Florida 33145

(Corporate Seal)

STATE OF FLORIDA)
) ss:
COUNTY OF DADE)

THE FOREGOING INSTRUMENT was acknowledged before me
this 27th day of November, 1977, by ALBERTO VADIA, JR.
and RICARDO VADIA, President and Secretary, respectively,
PALM BEACH LAND & DEVELOPMENT CORP., a Florida corporation,
behalf of said corporation.

My commission expires:

NOTARY PUBLIC, State of Florida at Large.
My Commission Expires MARCH 24, 1981

Charles E. ...
Notary Public,
State of Florida



EXHIBIT "A"

ALL of PALM BEACH POINT, according to the Plat thereof recorded in Plat Book 33, at Pages 133 through 136, of the Public Records of Palm Beach County, Florida, being a subdivision of Section 19 and that part of Section 30 lying northeasterly of a line drawn parallel with and 700 feet northeasterly (as measured at right angles to) the North right-of-way line of Government Levy No. L-40, all in Township 44 South, Range 41 East, Palm Beach County, Florida.

EXHIBIT "B"

All of Section 29, Township 44 South, Range 41 East, Palm Beach County, Florida, LESS AND EXCEPTING therefrom the following described parcels or tracts of land, to-wit:

PARCEL NO. 1:

A parcel of land in the Northwest 1/4 of the Northwest 1/4 of said Section 29, more particularly described as follows:

From a 3/4 inch iron pipe marking the Northwest corner of said Section 29, the coordinates of which are T-832,746.15 and X-733,071.42, bear South 1 degree 51 minutes 19 seconds West, along the West line of said Section 29, a distance of 280.00 feet to the Point of Beginning. Thence, continue South 1 degree 51 minutes 19 seconds West, along said West line a distance of 440.00 feet; thence South 88 degrees 08 minutes 41 seconds East, a distance of 490.00 feet; thence North 1 degree 51 minutes 19 seconds East, a distance of 440.00 feet; thence North 88 degrees 08 minutes 41 seconds West, a distance of 490.00 feet to the Point of Beginning.

PARCEL NO. 2, (East Portion of Tract):

COMMENCING at the Northeast corner of said Section 29; thence North 89 degrees 28 minutes 02 seconds West (for convenience, all bearings shown herein are relative to an assumed meridian) along the North line of said Section 29, a distance of 1372.21 feet to the POINT OF BEGINNING of Parcel No. 2; thence South 00 degrees 51 minutes 27 seconds West, a distance of 1348.29 feet; thence North 89 degrees 29 minutes 42 seconds West, a distance of 2012.18 feet to the centerline of an eighty (80) foot Road Easement herein reserved; thence North 00 degrees 47 minutes 32 seconds East a distance of 1349.25 feet to a point on the North line of said Section 29, said point to be hereinafter referred to as POINT "A"; thence South 89 degrees 28 minutes 02 seconds East along said North line of Section 29, a distance of 708.36 feet to the Northwest corner of the Northeast one-quarter (NE 1/4) of said Section 29; thence continue South 89 degrees 28 minutes 02 seconds East along said North line of Section 29, a distance of 1305.34 feet to the POINT OF BEGINNING.

PARCEL NO. 3, (West Portion of Tract):

COMMENCING at POINT "A" as referenced above, and being the POINT OF BEGINNING of Parcel No. 3; thence South 00 degrees 47 minutes 32 seconds West, a distance of 1349.25 feet; thence North 89 degrees 29 minutes 42 seconds West, a distance of 1006.00 feet; thence North 00 degrees 47 minutes 32 seconds East, a distance of 1349.73 feet to a point on the North line of said Section 29; thence South 89 degrees 28 minutes 02 seconds East along said North line of Section 29, a distance of 1006.00 feet to the POINT OF BEGINNING.

PARCEL NO. 4:

COMMENCING at the Northwest corner of said Section 29; thence South 89 degrees 28 minutes 02 seconds East (for convenience, all bearings shown herein are relative to an assumed meridian) along the North line of said Section 29, a distance of 963.19 feet; thence South 00 degrees 47 minutes 32 seconds West, a distance of 1349.73 feet; thence North 89 degrees 29 minutes 42 seconds West, a distance of 964.32 feet to a point on the West line of said Section 29; thence North 00 degrees 50 minutes 24 seconds East along said West line, a distance of 630.20 feet; thence South 89 degrees 09 minutes 36 seconds East, a distance of 490.00 feet; thence North 00 degrees 50 minutes 24 seconds East, a distance of 440.00 feet; thence North 89 degrees 09 minutes 36 seconds West, a distance of 490.00 feet to a point on the West line of said Section 29; thence North 00 degrees 50 minutes 24 seconds East along said West line, a distance of 280.00 feet to the Northwest corner of said Section 29 and the POINT OF BEGINNING.

STATE OF FLORIDA

DEPARTMENT OF STATE • DIVISION OF CORPORATIONS

I certify that the following is a true and correct copy of

CERTIFICATE OF INCORPORATION

OF

PALM BEACH POINT PROPERTY OWNERS ASSOCIATION, INC.

filed in this office on the 1st day of November,
1977.

Charter Number: 741103



GIVEN under my hand and the Great
Seal of the State of Florida, at
Tallahassee, the Capital, this the
3rd day of November,

1977

Billie L. Smith

SECRETARY OF STATE

CORP. 101 (Corp. 84)
7-13-76

EXHIBIT "A"
TO
DECLARATION OF PROTECTIVE COVENANTS
FOR
PALM BEACH POINT

PALM BEACH REC 2764 PAGE 1256

ARTICLES OF INCORPORATION

OF

PALM BEACH POINT PROPERTY OWNERS ASSOCIATION, INC.

FILED
NOV 1 11 29 AM '71
SECRETARY OF STATE
MIAMI, FLORIDA

In compliance with the requirements of the State of Florida, the undersigned, all of whom are residents of the State of Florida, and all of whom are of full age, have this day voluntarily associated themselves for the purpose of forming a corporation not for profit and do hereby certify as follows:

ARTICLE I

NAME

The name of the corporation is:

PALM BEACH POINT PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE II

PLACE OF BUSINESS

The principal place of business shall be in Palm Beach County, Florida, and its principal office and mailing address is 2300 Coral Way (S. W. 22nd Street), Miami, Dade County, Florida 33145.

ARTICLE III

PURPOSES AND POWERS OF THE ASSOCIATION

The Association does not contemplate pecuniary gain or profit to its members, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residential lots and other property within that certain tract of property described as PALM BEACH POINT, according to the Plat thereof, recorded in Plat Book 33, at Pages 133 through 136, of the Public Records of Palm Beach County, Florida, being a subdivision of Section 19 and part of Section 30, Township 44 South, Range 41 East, Palm Beach County, Florida, and to promote the health, safety and welfare of the Owners and residents of the above described property and any additions thereto, as may hereafter be brought within the jurisdiction of the Association, and for such purposes to:

(A) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Protective Covenants, Restrictions, Reservations and Conditions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded among the Public Records of Palm Beach County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length, including the definitions set forth in Article 1 of said Declaration, which words and terms when used in these Articles of Incorporation shall have the same meanings and references as set forth in the Declaration;

(B) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration, these Articles and the By-Laws, and to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(C) Acquire (by gift, purchase or otherwise) own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use, or otherwise dispose of real or personal property in connection with the affairs of the Association, including title to or easements for streets, roads, canals, waterways, drainage, and ingress and egress;

(D) Borrow money, and with the consent of a majority of each class of members, mortgage, pledge, de. in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(E) Dedicate, sell or transfer all or any part of such property to any public agency, authority, or utility for such purposes, and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument in writing has been certified by the President and Secretary of the Association that seventy five percent (75%) or more of each class of members have agreed to such dedication, sale or transfer by written ballot at a meeting duly called for such purpose;

(F) Participate in mergers and consolidations with other non-profit corporations organized under the Non-Profit Corporation Law of the State of Florida for the same purposes or annex additional residential property and common area; provided that the consent of seventy five percent (75%) or more of each class of members has been given;

(G) Provide trash, garbage or other waste collection, and private police protection for the property which the Association is empowered to serve or to assign such purposes and duties to any private or governmental entity;

(H) Employ personnel to perform the services required for the proper operation and conduct of the Association's business and enter into and perform contracts with third persons consistent with these Articles of Incorporation, its By-Laws and the Declaration;

(I) Purchase insurance coverage for its property and for the protection of the Association, its officers, directors and members;

(J) Enforce the provisions of the Declaration, these Articles of Incorporation and the By-Laws;

(K) Take such action and have such additional powers as are reasonably necessary, incidental and inferable under these Articles of Incorporation, its By-Laws, the Declaration and the laws of the State of Florida to effectuate any and all of the purposes for which the Association is organized;

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

ARTICLE IV

MEMBERSHIP

Every person or entity who is a record Owner of a fee or undivided fee interest in any lot or other property which is or may hereafter be made subject to the Declaration shall be a member of the Association. The foregoing shall not include persons or entities who hold a mortgage or contract for deed, unless and until such person or entity acquires a fee interest pursuant to foreclosure or any proceedings in lieu of foreclosure, or pursuant to such contract. Membership shall be appurtenant to and may not be separate from ownership of any lot or other property which is or may hereafter be made subject to the Declaration. This Association shall never have or issue shares of stock, nor will it ever have or provide for non-voting membership.

ARTICLE V

VOTING RIGHTS

CLASS "A" Membership. Class "A" members shall be all Owners, with the exception of the Developer, as defined in the Declaration (Palm Beach Land & Development Corp.) until the Class "B" membership ceases, and a Class "A" member shall be entitled to one (1) vote for each lot owned by him. When one or more persons or entities hold a fee interest in any lot, all such persons or entities shall be members; provided, however, that the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot.

CLASS "B" Membership. The Class "B" member shall be the Developer, as defined in the Declaration (Palm Beach Land & Development Corp.), and the Class "B" member shall be entitled to three (3) votes for each lot owned by it, including, but not limited to, each lot owned by it as a contract seller pursuant to a contract for deed. The Class "B" membership shall cease and be converted to Class "A" membership on the happening of either of the following events, whichever occurs earlier:

(A) When the total votes outstanding in the Class "A" membership equal the total votes outstanding in the Class "B" membership; or

(B) On January 1, 1988;

From and after the happening of the earlier of such events, the

Class "B" member shall become and be deemed for all purposes to be a Class "A" member entitled to one (1) vote for each lot owned by it, including, but not limited to, each lot owned by it as a contract seller pursuant to a contract for deed.

ARTICLE VI

BY-LAWS

The By-Laws of the Association shall be adopted by the initial Board of Directors and may thereafter be altered, amended, modified or rescinded by a majority vote of the Board of Directors when concurred in and approved by a vote of the majority of a quorum of members of both classes present, in person or by proxy, at a regular or special meeting of the members.

ARTICLE VII

SUBSCRIBERS

The names and addresses of the incorporators and subscribers to these Articles of Incorporation are:

Arthur J. August	2628 One Biscayne Tower Miami, Florida 33131
Francis Marion Pohlis	2628 One Biscayne Tower Miami, Florida 33131
Charles E. Cuprill	2628 One Biscayne Tower Miami, Florida 33131

ARTICLE VIII

BOARD OF DIRECTORS

The Association and its affairs shall be governed and managed by a Board of Directors consisting of not less than three (3) directors, who shall be members of the Association, except that until such time as the Class "B" membership has ceased and been converted to Class "A" membership, the members of the Board of Directors need not be members of the Association. The names and addresses of the persons who shall serve as Directors until the election of their successors are:

Alberto Vadia, Jr.	2300 Coral Way Miami, Florida 33145
Ricardo Vadia	2300 Coral Way Miami, Florida 33145
Ramon Fernandez	2300 Coral Way Miami, Florida 33145

At the first meeting of the Board of Directors follow-

ing the first annual meeting of members, the Board shall elect from among its members a Chairman of the Board who may also be elected to serve, but shall not be required to be the President of the Association. Any vacancy on the Board of Directors shall be filled for the unexpired term of office by the remaining directors.

ARTICLE IX

OFFICERS

The officers of the Association shall include a President, who shall at all times be a member of the Board of Directors, a Vice-President, Secretary, Treasurer, and such other officers or assistant officers as the Board of Directors may from time to time by resolution create. Officers of the Association will be accountable to the Board of Directors. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of members at which the Board of Directors is elected. The officers of the Association shall be elected annually by the Board of Directors and shall hold office for one (1) year unless they sooner resign or are removed or are otherwise disqualified to serve. Any vacancy shall be filled by the Board of Directors.

The persons who shall hold office and serve until the first election of officers following the first annual meeting of members are:

President:	Alberto Vadia, Jr.
Vice-President/Treasurer:	Ramon Fernandez
Secretary:	Ricardo Vadia
Assistant Secretary:	Arthur J. August

ARTICLE X

INDEMNITY

The Association shall indemnify any and all persons who may serve or who have served at any time as director, or officer, and their respective heirs, administrators, successors and assigns, against any and all expenses, including, but not limited to, amounts paid upon judgments, counsel fees and amounts paid in settlement (before or after suit is commenced), actually and necessarily incurred by such persons in connection with the defense or settlement of any claim, action, suit or proceeding in which they, or any of them, are made parties, or a party, or which may be asserted against them, or any of them, by reason of having been or being a director or officer, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. Such indemnification shall be in addition to any rights to which those indemnified may be entitled under any law, by-law, agreement, vote of members or otherwise.

ARTICLE XI

DURATION

The Association is to exist perpetually unless the Declaration is terminated as therein provided.

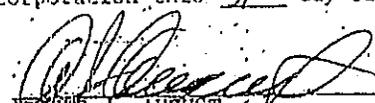
The Association may be dissolved with the affirmative consent given in writing and signed by not less than seventy five percent (75%) of Class "A" members and by the Class "B" member, and consented to in writing by a majority of the First Mortgagees, as defined in the Declaration. Upon dissolution of the Association, other than as an incident of a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event that such dedication is refused, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization devoted to such similar purposes, or to the Owners.

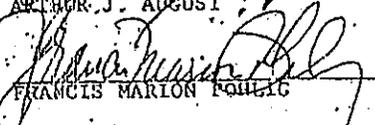
ARTICLE XII

AMENDMENTS

Amendments to the Articles of Incorporation may be proposed by any member of the Board of Directors or by any member of the Association. Any amendment shall require approval by a majority of the Board of Directors who shall then recommend such amendment to the membership. Every amendment approved by the Board of Directors shall require the approval by seventy five percent (75%) of the entire membership of the Association and by the Class "B" member for so long as the Class "B" member shall exist. Any amendment approved by the Board of Directors and submitted to the membership shall be set forth in full in a written notice to each member mailed to his most recent address shown on the records of the Association at least thirty (30) days prior to the date of the meeting of members at which the proposed amendment will be submitted to a vote.

IN WITNESS WHEREOF, the undersigned subscribers have executed these Articles of Incorporation this 31st day of October, 1977.


FRANCIS MARION POULIG


CHARLES E. CUPRILE


CHARLES E. CUPRILE

STATE OF FLORIDA)
COUNTY OF DADE)

THE FOREGOING ARTICLES OF INCORPORATION were acknowledged before me this 31 day of October, by ARTHUR J. AUGUST, FRANCIS MARION POHLIG and CHARLES E. CUPRILL.

Chari Ziegen
Notary Public
State of Florida-at-

My commission expires

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES SEP 30 1960
BOHARDT TRAY COMPANY, INC. ST. PETERSBURG, FLORIDA

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

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted in compliance with said Act:

THAT, PALM BEACH POINT PROPERTY OWNERS ASSOCIATION, INC. desiring to organize under the laws of the State of Florida, with its principal offices as indicated in the Articles of Incorporation, at City of Miami, Dade County, Florida, has named FRANCIS MARION POHLIG, of JEPEWAY, AUGUST, CASSEN & POHLIG, Attorneys-at-Law, located at Suite 2628, One Biscayne Tower, Two South Biscayne Boulevard, Miami, Dade County, Florida 33131, as its Agent to accept service of process within the State.

ACKNOWLEDGMENT

Having been named to accept service of process for the above-stated corporation, at place designated by this Certificate, I hereby accept to act in this capacity, and agree to comply with the provisions of said Act relative to keeping open said office.

Francis Marion Pohl
FRANCIS MARION POHLIG

BY-LAWS
OF
PALM BEACH POINT PROPERTY OWNERS ASSOCIATION, INC.
A NON-PROFIT CORPORATION

OFFICES

1. The principal offices of the corporation shall be at 2300 Coral Way (Southwest 22nd Street), Miami, Florida 33145, or such other location as the Board of Directors may designate.
2. For the purpose of service of process, the corporation shall designate a resident agent, which designation may be changed from time to time, and his office shall be deemed an office of the corporation for the purpose of service of process.

DEFINITIONS

3. The following words and terms when used in these By-Laws shall have the same meanings and references, as are set forth in Article I of the Declaration of Protective Covenants, Restrictions, Reservations and Conditions of Palm Beach Point:
 - (a) Developer
 - (b) Palm Beach Point
 - (c) Land or Lands
 - (d) Declaration
 - (e) Plat
 - (f) Lot or Building Lot
 - (g) Residential Unit
 - (h) Owner
 - (i) First Mortgagee
 - (j) District
 - (k) Architectural Control Board
 - (l) Association
 - (m) Assessment

and the following words and terms when used in these By-Laws shall have the following meanings:

- (n) Articles shall mean and refer to the Certificate and Articles of Incorporation of Palm Beach Point Property Owners Association, Inc. on file in the Office of the Secretary of State of Florida, as the same may be modified or amended from time to time.
- (o) By-Laws shall mean and refer to this instrument and any modification, alterations or amendments hereto lawfully adopted in accordance with Article VI of the Articles.
- (p) Member shall mean and refer to those persons or entities as defined in Article IV of the Articles.

MEETINGS OF MEMBERS

4. All meeting shall be held at the principal office of the Association, or may be held at such other place and time as shall be stated in a notice thereof.

EXHIBIT "B"
TO DECLARATION OF PROTECTIVE COVENANTS
FOR PALM BEACH POINT

5. The first annual meeting of the Members need not be called until the Board of Directors shall determine that there are sufficient Owners to justify a meeting; provided that a meeting shall be held within two (2) years from the date of incorporation of the Association, and each subsequent regular meeting of the Members shall be held on the same day in the same month of each year thereafter at a time to be designated in a notice of such meeting, unless such date shall fall on a Sunday or legal holiday, in which event the meeting will be held on the first day following which is neither a Sunday nor a legal holiday; provided further that the first annual meeting shall be called in the calendar year in which a written request to hold such meeting is received at the Association's offices, signed by not less than thirty two (32) Owners.
6. Special meetings of the Members may be called at any time by the President or by the Board of Directors of the Association, or upon written request signed by Owners of not less than twenty percent (20%) of all of the lots in Palm Beach Point.
7. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or other person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each Member entitled to vote addressed to the Member's address last appearing on the books of the Association. Such notice shall specify the place, day and hour of the meeting, and in the case of a special meeting, the purpose of the meeting, and business to be transacted at all special meetings shall be confined to the objections and actions to be taken as stated in the notice.
8. Twenty percent (20%) of the total number of Members of each class of membership entitled to vote, present in person or represented by proxy, shall be requisite and shall constitute a quorum at all meetings of the Members for the transaction of business, except as may otherwise be required by statute, by the Articles or by the Declaration. If, however, such quorum shall not be present or represented at any meeting of the Members, the Members entitled to vote thereat, present in person or represented by proxy, shall have the power to adjourn the meeting from time to time, without notice other than the announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.
9. When a quorum is present at any meeting, the vote of a majority of Members present in person or represented by proxy, shall decide any question brought before such meeting, unless the question is one upon which by express provision of statute, or of the Articles, or of the Declaration or of these By-Laws, a different vote is required, in which case express provision shall govern and control the decision of such question.
10. At any meeting of the Members, every Member having the right to vote shall be entitled to vote in person, or by proxy appointed by an instrument in writing signed by such Member, and delivered to the Secretary of the Association prior to the meeting. Every proxy shall be revocable and shall automatically cease upon the conveyance by a Member of his lot.
11. Any action required or permitted to be taken at a meeting of the Members may be taken without a meeting if written consent to the action, signed by the number of percentage of all Members which would be required at a formal meeting is filed in the minute book of the Association prior to taking such action.

BOARD OF DIRECTORS

12. The affairs of this Association shall be managed by a Board of Directors. Until the Class "B" membership has ceased and been converted to Class "A" membership, the members of the Board of Directors need not be members of the Association, and the initial Board of Directors shall be comprised of three (3) members. The names and addresses of the persons who shall serve as the initial Board of Directors until the selection of their successors are:

ALBERTO VADIA, JR.
RICARDO VADIA
RAMON FERNANDEZ

The initial Board of Directors herein designated shall serve until the Class "B" membership has ceased and been converted to Class "A" membership, and until the first annual meeting of the Members. Thereafter, the affairs of the Association are to be managed by a Board of six (6) directors who shall be members of the Association, except in the case where a director is the nominee of a Corporate Member. At the first annual meeting, the Members shall elect two (2) directors for a term of one (1) year, two directors for a term of two (2) years, and two directors for a term of three (3) years. Any vacancy on the Board of Directors shall be filled for the unexpired term of the vacated office by the remaining directors.

13. Any director (other than the initial directors) may be removed from the Board of Directors, with or without cause, by a majority vote of both classes of Members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board of Directors and shall serve for the unexpired term of his predecessor.
14. No director or officer shall have the right to take any action requiring Board approval in the absence of a meeting approving such action or upon obtaining the written approval of all the directors. Any action so approved in writing shall have the same force and effect as though authorized at a meeting of the directors.

NOMINATION AND ELECTION OF DIRECTORS

15. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) 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. Such appointments shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as its discretion determines, but not less than the number of vacancies that are to be filled.
16. Election to the Board of Directors shall be by written ballot. At such election, the Members, or their proxies, may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

MEETINGS OF DIRECTORS

17. Regular meetings of the Board of Directors shall be held monthly without

notice at such time and place as may be fixed from time to time by resolution of the directors. Should said meeting fall upon a Sunday or legal holiday, then the meeting shall be held at the same time on the next day which is not a Sunday or legal holiday.

18. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by two (2) directors, after not less than three (3) days' notice to each director, except in the case of telephone polling of the directors to enforce determinations of the Architectural Control Board as hereinafter provided in Paragraph 22.
19. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act of decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board of Directors and of the Association.

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

20. The Board of Directors shall have the power to:
 - (a) Adopt and publish rules and regulations governing the use of the Association's properties and facilities, and the personal conduct of the Members and their guests.
 - (b) Suspend voting rights of a Member during any period in which such member shall be in default in the payment of any Assessment levied by the Association.
 - (c) Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these By-Laws, the Articles or the Declaration.
 - (d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors.
 - (e) Employ such persons as it deems necessary and prescribe their duties.
21. It shall be the duty of the Board of Directors to:
 - (a) Cause to be kept a complete record of all of its acts and Association affairs, and to present a statement thereof to the Members at the annual meeting of the Members.
 - (b) Supervise all officers, agents and employees of the Association and determine that their duties are properly performed.
 - (c) As more fully provided in the Declaration and Paragraphs 45 through 50 of these By-Laws, to: (1) fix the amount of the annual Assessment against each lot and of any special Assessment; (2) send written notice of each Assessment to every Owner subject thereto; (3) determine the due date or periodic installment due dates of each Assessment; and (4) foreclose the lien against any lot for which Assessments are not paid within thirty (30) days after the due date and/or bring action at law against the Owner personally obligated to pay the same.
 - (d) Issue, or cause an appropriate officer to issue, upon request by any person liable for the payment of Assessments, a certificate setting

forth whether or not any Assessment has been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. If a certificate states an Assessment has been paid, such certificate shall be conclusive evidence of such payment.

- (e) Procure and maintain adequate liability and hazard insurance on property owned by the Association.
- (f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.
- (g) Cause the property comprising Palm Beach Point to be maintained.

COMMITTEES

- 22. The Board of Directors shall appoint an Architectural Control Board as provided in the Declaration, and shall also APPOINT A Nominating Committee as provided for in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out the purposes of the Association.
- 23. The Architectural Control Board shall exercise the prerogatives and have the rights, powers, authorities and duties as set forth in the Declaration, and no improvement shall be made upon any lot without the approval of the Architectural Control Board. Whenever the Architectural Control Board shall determine that a violation of the Declaration has occurred or is threatened, it shall promptly notify the President or Vice-President of the Association describing the nature of the violation, and such officer of the Association shall immediately poll the members of the Board of Directors by telephone and if a majority of a quorum of the Board of Directors approves the commencement of legal action to enjoin or remove the threatened or existing violation, such officer shall immediately cause such action to be instituted in a court of competent jurisdiction.

OFFICERS AND THEIR DUTIES

- 24. The officers of this Association shall be a President, who shall at all times be a member of the Board of Directors, a Vice President, Secretary, and Treasurer, and such other officers as the Board of Directors may from time to time by resolution create.
- 25. The manner of election of officers, and their term of office, shall be as provided in the Articles.
- 26. The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Directors may, from time to time, determine.
- 26. The officers of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices, except in the case of special offices created by the Board of Directors.
- 27. Any officer may be removed from office with or without cause by action of the Board of Directors. 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 receipt of such notice or at any later time specified therein if approved by the Board of Directors, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

28. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.
29. The initial officers of the Association shall be as set forth in Article IX of the Articles.

THE PRESIDENT

30. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Members and of the Board of Directors, shall be an ex-officio member of all standing committees, shall have general and active management of the business of the Association, and shall see that all orders and resolutions of the Board of Directors are carried into effect.
31. The President shall execute all documents and contracts on behalf of the Association, and if required, under seal, except where the same are required or permitted by law to be otherwise signed and executed, and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Association.

THE VICE PRESIDENT

32. The Vice Presidents, in the order of their seniority, shall in the absence or disability of the President perform the duties and exercise the powers of the President, and shall perform such other duties as the Board of Directors shall prescribe.

THE SECRETARY, TREASURER AND ASSISTANTS

33. The Secretary shall attend all sessions of the Board of Directors and all meetings of the Members, and record all votes and the minutes of all proceedings in a book to be kept for that purpose, and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the Members and meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision he shall be. He shall keep in safe custody the seal of the Association, and when authorized, affix the same to any instrument requiring it and, when so affixed, it shall be attested by his signature, or by the signature of an Assistant Secretary.
34. Assistant Secretaries, in order of their seniority, shall in the absence or disability of the Secretary perform the duties and exercise the powers of the Secretary, and shall perform such other duties as the Board of Directors or the President shall prescribe.
35. The Treasurer shall have the custody of the Association's funds and securities, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all moneys and other valuable effects in the name and to the credit of the Association in such depositories as may be designed by the Board of Directors.
36. The Treasurer shall disburse the funds of the Association as may be ordered by the President or the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the directors, at the regular meetings of the Board of Directors, or whenever they may require it, an account of all of his transactions as Treasurer and of the financial condition of the Association.

37. If required by the Board of Directors, the Treasurer shall give the Association a bond, the premium therefor to be paid by the Association, in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Association, in case of his death, resignation, retirement or removal from office, of all of his books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Association.
38. Assistant Treasurers, in the order of their seniority, shall in the absence or disability of the Treasurer perform the duties, exercise the powers and assume the obligations of the Treasurer and shall perform such other duties as the Board of Directors shall prescribe.
39. If required by the Board of Directors, all officers of the Association may be bonded, and the Association shall bear the cost of bonding.

CHECKS

40. All checks or demands for money and notes of the Association shall be signed by such officer or officers, or such other person or persons, as the Board of Directors may from time to time designate.

FISCAL YEAR

41. The Association shall operate upon the calendar year beginning on the 1st day of January and ending on the 31st day of December of each year. The Board of Directors is expressly authorized to change from a calendar year basis to that of a fiscal year basis whenever deemed expedient for the best interests of the Association.

SEAL

42. The Association seal shall have inscribed thereon the name of the Association, the year of its organization, the words "Corporate Seal, Florida", and shall contain the words "Corporation not for Profit". Said seal may be used by causing it or a facsimile thereof to be impressed or affixed to any instrument required to be sealed.

NOTICES

43. Whenever under the provisions of the Articles, these By-Laws, the Declaration, or by statute, notice is required to be given to any director or Member of the Association shall not be construed to mean personal notice, but such notice may be given in writing, by mail, depositing the same in a post office or letter box, in a postage-paid sealed envelope; addressed to such director or Member at such address as appears on the books of the Association, and such notice shall be deemed to have been given at the time the same shall thus be deposited.
44. Whenever any notice is required to be given as aforesaid, the person or persons entitled to such notice may waive notice by executing a written waiver of such notice at any time, including after the event of which notice should have been given.

ASSESSMENTS

45. The Board of Directors shall establish and approve an annual budget of Association expenses and shall, from time to time, fix and determine the

sum or sums necessary and adequate for the continued ownership, operation and maintenance of the property which the Association is charged to preserve, protect and maintain, including its operation expenses, the payment for any items of betterment, and the establishment of appropriate operating accounts or reserve funds as the Board of Directors shall deem meet and proper. That sum or sums shall include provisions for property taxes and other governmental assessments of the Association properties, insurance premiums for hazard and extended coverage insurance on improvements, and personal property, which may include a deductible provision, premiums for adequate public liability insurance as required by the Board of Directors, legal and accounting fees, management fees, operating expenses, maintenance, repairs and replacements, charges for utilities and water used for the benefit of all Owners, trash, garbage and waste removal, grass cutting and landscaping, private fire and/or police protection, any expenses and liabilities incurred by the Association in connection with the indemnification of officers and directors as provided for in the Articles, and in and about the enforcement of its rights or duties against the members or others, and the creation of reasonable contingency or reserve requirements for the protection of Owners, Members and residents.

46. After the initial determination of the annual cash requirements to be made by the initial Board of Directors, the subsequent determination thereof shall be made on a calendar year basis by the Board of Directors within sixty (60) days after the end of each calendar year, including the year in which the Declaration is recorded among the Public Records of Palm Beach County, Florida. A copy of the annual budget of expenses shall be mailed to the Members within thirty (30) days after the meeting at which the Board of Directors shall consider and adopt the budget. Notice of the time and place of such special meeting shall be mailed to the membership at least fourteen (14) days prior to the date fixed for such meeting.
47. Regular Assessments shall be paid by the Members not less frequently than annually or on such more frequent periodic basis as the Board of Directors may require. The standard of Assessments for the first year of operation (or pro-rata part thereof) shall be as set forth in a contract between the Developer and a prospective Owner. Said Assessment shall be computed then and thereafter in the manner set forth in the Declaration and these By-Laws. When the Assessment is fixed by the Board of Directors, it shall be retroactive to the first day of that calendar year and the Members will be credited against any accrued Assessment charges for that year with the sums they have theretofore paid in that year. Assessment charges once fixed shall continue until changed by the Board of Directors hereunder, and shall be due and payable without notice or demand on the due date established by the Board of Directors. With respect to changed Assessments and/or demands for retroactive arrearages, notice in writing must be given to each member, and payment will be due and payable without further or other notice within ten (10) days of such notice.
48. The aforescribed Assessment charges shall not include assessments for taxes or other governmental assessments or utilities separately charged to each Residential Unit, lot or Owner; nor shall said Assessments include any charges for alteration, repairs, maintenance, etc., chargeable to an individual Owner, unless repairs or replacements which would ordinarily be the obligation of the Owner must be made for the protection of the Association, Owners, Members and residents, and same have not been made by the Owner concerned. However, in the event of the dissolution of the Acme Improvement District, and the failure of any other governmental agency to perform its responsibilities, the Association will assume the responsibility for maintaining the drainage and neighborhood road systems in Palm Beach Point and assess the Members for such services.
49. Special Assessments, should they be required, shall be levied and paid in

the same manner as heretofore provided for regular Assessments. Special Assessments can be of two kinds: (1) those chargeable to all Members in the same proportion as regular Assessments to meet shortages or emergencies, and (2) those assessed against one Member alone to accomplish repairs and maintenance for which he is responsible within his lot, which he has failed to make, which situation impairs the value, including the aesthetic value, of Palm Beach Point, or which are for expenses incident to the abatement of a nuisance or annoyance within his lot.

50. Expenses which are to be the subject of said Assessment shall be defined from time to time by the Board of Directors and shall include all items of expense pertaining to the operation and maintenance of Palm Beach Point, the operation of this Association and its expenses, and other lawful expenses authorized or described in the Declaration, the Articles, or these By-Laws, as they may from time to time be amended.

DEFAULT UNDER ASSESSMENTS

51. In the event of a default by an Owner in the payment of any Assessment payable by him, the Association shall have all rights and remedies provided by law, including, but not limited to, those provided in the Declaration, and the liability of the Owner shall include liability for reasonable attorneys' fees and for court costs incurred by the Association incident to the collection of such Assessment or enforcement of the Association's lien. At any judicial sale held in the proceedings to enforce said lien, the Association may bid on the lot and acquire, hold, lease, mortgage and convey the same as the Board of Directors may determine. Nothing herein contained shall bar a suit to recover a money judgment for unpaid Assessments without waiving the lien securing the same.

TRANSFER OF LOT

52. A lot may be transferred by deed as provided by law. Such transfer shall automatically confer membership in this Association unto the transferee. The Owner of a lot shall be free to sell, mortgage, pledge or lease said lot; provided, however;

52.1 Before any Owner shall sell his lot, he shall first submit a copy of the proposed contract of sale to the Board of Directors of the Association and request a certificate signed by the Association setting forth the status of such Owner's account and payment of Assessments and, if any Assessments or other charges due from such Owner, as to his lot are in arrears, the Owner shall pay the Association at the time of requesting such certificate a fee for processing the request to be established by the Board of Directors from time to time.

RESPONSIBILITY FOR REPAIR AND MAINTENANCE OF A LOT OR RESIDENTIAL UNIT

53. The interior and all parts thereof of a lot shall be kept in good condition and repair at all times by and at the expense of the Owner thereof, and shall be maintained in a clean and safe condition and free of nuisance or commission of waste. Any failure to repair or maintain within the lot lines of a lot, as may be required for good and proper and safe maintenance thereof, and which endangers, or impairs the value of Palm Beach Point, including the aesthetic value, may be repaired or replaced by the Association at the expense of the Owner, to be collected by Special Assessment as heretofore provided, which Assessment may include the cost to the Association in and about the abatement of any nuisance kept and maintained by the Owner on his lot, and a right of entry is granted to the Association in and to any lot to inspect the same and/or make repairs or replacements thereto as may be required hereunder.

NUISANCE

54. Each Owner shall be responsible for the use and occupancy of his lot or any Residential Unit in a lawful, quiet and orderly fashion, so as not to disturb or endanger other Owners or their families or guests. Any nuisance, public or private, may be abated by public authority, or by court action by the Association or any aggrieved Owner.

BOOKS AND RECORDS

55. The Association shall maintain accounting records according to good accounting practices, and said records shall be kept at the Association's office. Such records shall include:

- (a) The record of all receipts and expenditures.
- (b) An account for each lot and Owner which shall designate the name and address of the Owner; the amount of each Assessment, the dates and amounts in which the Assessment comes due, the amount paid upon the account, and the balance due.

The Secretary of the Association shall act as the Transfer Agent to record all transfers and/or registrations in the aforescribed books.

NO AUTHORITY IN OWNERS

56. No Owner or Member of the Association as such shall have any authority to act for the Association or bind it.

AMENDMENT OF BY-LAWS

57. These By-Laws may be amended, altered, rescinded, or added to by resolution adopted by a majority vote of the Board of Directors of this Association at any duly convened meeting of the Board of Directors when approved by a vote of the majority of a quorum of all Members entitled to vote at a duly convened meeting of the Members; provided, however, that no such meeting shall be deemed competent to consider or amend, alter, rescind or add to these By-Laws, unless prior written notice of said meeting, specifying the proposed change, has been given to all directors and Members at least thirty (30) days prior to the meeting, or said notice is appropriately waived by written waiver. Any director or 20% of the Members may propose an amendment to these By-Laws to the Board of Directors or the membership, as the case may be. No amendment shall adversely affect the lien or priority of any mortgage holder or lien holder without the prior written approval of such holder.

CONSTRUCTION

58. Wherever the masculine form is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter, and the use of the singular shall include the plural, whenever the context so requires.

USE OF ASSOCIATION PROPERTY

59. The property and facilities of the Association shall at all times be restricted in use to the Members, the lawful occupants of any Residential Unit, and their guests.

VALIDITY OF BY-LAWS

60. If any provision of these By-Laws, or part thereof, shall be adjudged invalid, the same shall not affect the validity of any other provision or part thereof.

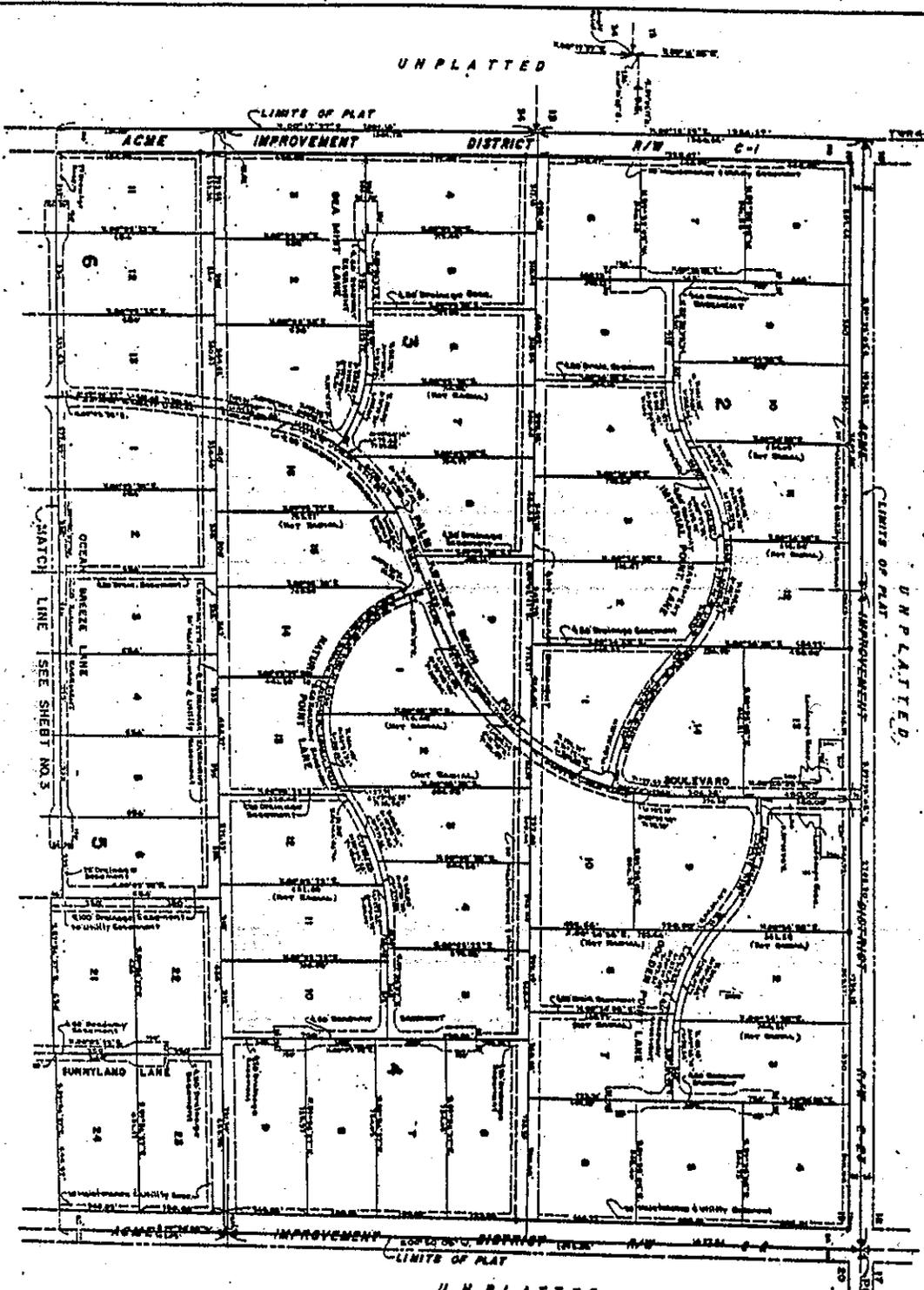
RULES AND REGULATIONS

61. The Board of Directors may from time to time adopt rules and regulations for the operation of the Association and the use of its properties, and all Owners and Members, and their families, guests, tenants and invitees, shall abide thereby; provided, however, that said rules and regulations shall be equally applicable to all persons similarly situated and uniform in their application and effect.

PALM BEACH POINT

IN SECTIONS 19 & 30, TWP. 44 S., RGE. 41 E.
 PALM BEACH COUNTY, FLORIDA
 IN 4 SHEETS SHEET NO. 2

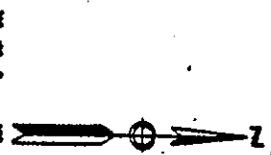
SEE A. JENSON
 CONSULTING ARCHITECTS & ENGINEERS, INC.
 WEST PALM BEACH, FLORIDA



UNPLATTED

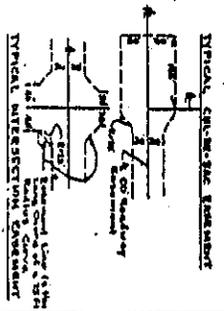
UNPLATTED

184



NOTES

All bearings shown herein are given to an assumed meridian. The bearings shown are as reported by the Surveyor General's Office. The bearings shown are not to be construed as a warranty or endorsement by the State of Florida. The State of Florida does not warrant or endorse any survey or surveying instrument or any other instrument used in the survey. The State of Florida does not warrant or endorse any survey or surveying instrument or any other instrument used in the survey. The State of Florida does not warrant or endorse any survey or surveying instrument or any other instrument used in the survey.

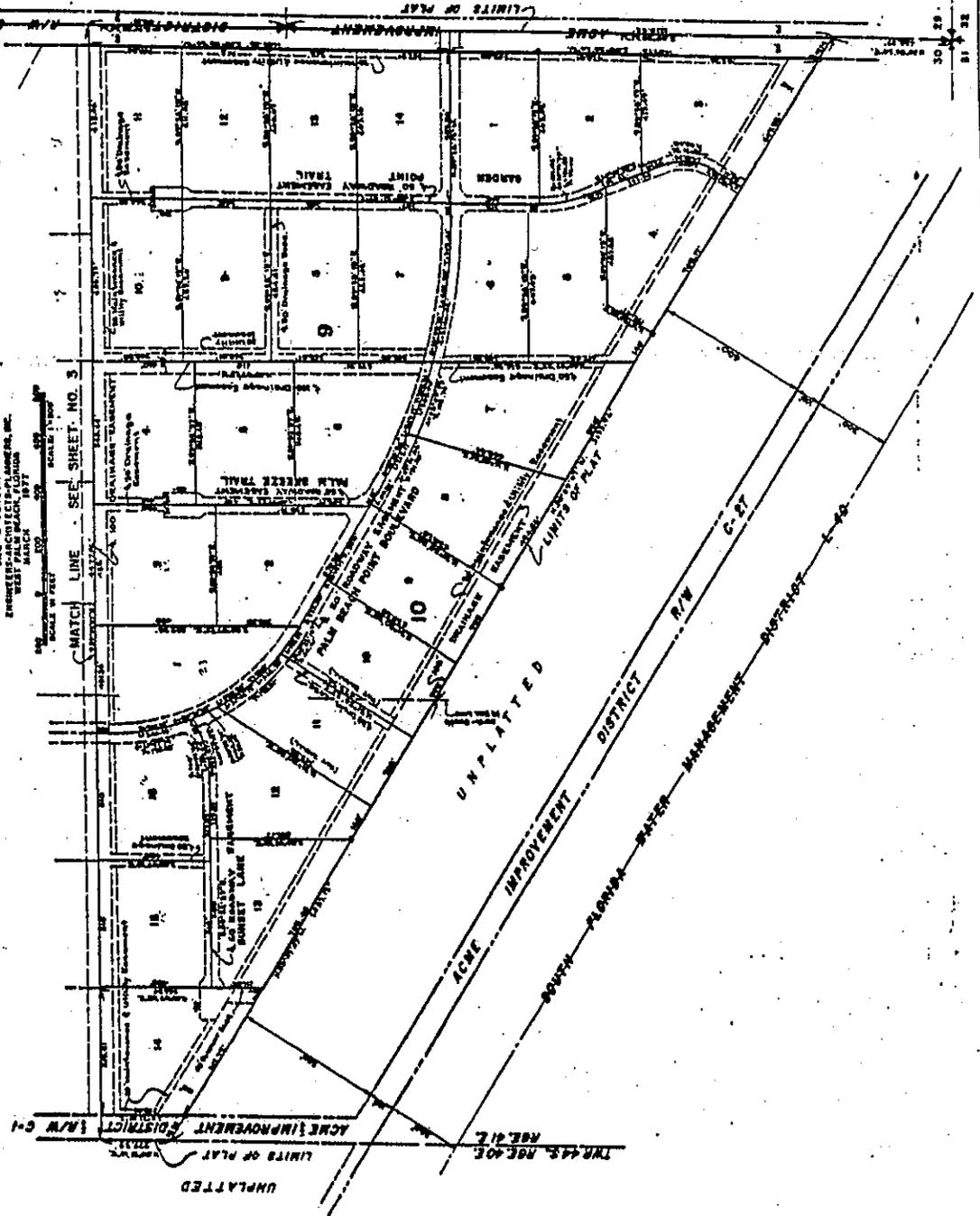


PALM BEACH POINT
 IN SECTIONS 19 & 30, TWP. 44 S., RGE. 41E.
 PALM BEACH COUNTY, FLORIDA
 IN 4 SHEETS SHEET NO. 4

136

ENGINEER-ARCHITECTS, INC.
 1077
 WEST PALM BEACH, FLORIDA

SCALE 1" = 40'
 MATCH LINE SEE SHEET NO. 3
 SEE SHEET NO. 4



NOTES

1. All easements shown herein are relative to an assumed subdivision.

2. Building setbacks shown herein shall be as indicated by the building setback lines, which shall be as indicated by the lines shown on this plan, and shall be as indicated by the lines shown on this plan, and shall be as indicated by the lines shown on this plan.

3. These shall be as indicated by the lines shown on this plan, and shall be as indicated by the lines shown on this plan, and shall be as indicated by the lines shown on this plan.

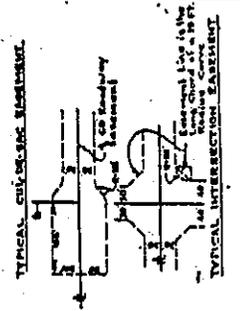
4. These shall be as indicated by the lines shown on this plan, and shall be as indicated by the lines shown on this plan, and shall be as indicated by the lines shown on this plan.

5. Easements are for Public Utilities, unless otherwise noted.

6. When Utility Easements and Drainage Easements are shown, they shall be as indicated by the lines shown on this plan, and shall be as indicated by the lines shown on this plan, and shall be as indicated by the lines shown on this plan.

7. There shall be a 5-foot Utility Easement centered on the centerline of the road, unless otherwise noted.

8. Lot Lines are affected by Boundary Adjustment Easements.



UNPLATTED

UNPLATTED

TWP. 44 S., RGE. 41E.

ACRE IMPROVEMENT DISTRICT 1A/W C-1

ACRE IMPROVEMENT DISTRICT

PALM BEACH POINT ROAD

R/W C-27

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