



THE ESTATES OF LAKE CLARKE SHORES HOA RULES

This document recaps commonly referenced sections of the ELCS HOA Declaration and Bylaws. Where appropriate, we have provided additional guidance to aid in day-to-day operations.

To request a copy of the actual governing documents, send an email to EstatesofLCS@gmail.com.

AMENDED DECLARATION

| Sec | Article III – Uses Prohibited and Permitted |
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| A | <ul style="list-style-type: none"> • Property is to be used for residence purposes only. Home-based businesses are permissible provided no customers regularly or routinely frequent the residence and business is properly registered with the Town of Lake Clarke Shores.¹ • Use of a Lot as a Congregant Living Facility is prohibited.² |
| B | <ul style="list-style-type: none"> • No building, other than a detached single family dwelling house and attached garage shall be erected on any lot. Maximum height for such dwelling is two stories. • No outbuilding, garage, tent, trailer, temporary building or recreational vehicle shall be used for permanent to temporary residential purposes. |
| F | <ul style="list-style-type: none"> • Sheds are allowed, provided they are installed with permission from the Town of Lake Clarke Shores using the current permitting process. |
| I | <ul style="list-style-type: none"> • Dogs, cats and pet birds may be kept on any Lot in reasonable numbers as pets for the pleasure and use of the occupants of said Lot, but not for any commercial use or purpose. When outdoors, dogs and cats must be leashed or in fenced-in areas and an owner must clean up after their pet. In no event shall any roosters, guinea hens, pigeons or other noisy fowl be kept for any purpose on any Lot. • Owners must remove pet waste and dispose of it in their own garbage. |
| J | <ul style="list-style-type: none"> • No trailers, campers, boats, trucks, or commercial vehicles³ shall be kept or stored on any Lot, except within an enclosed garage or adequately screened from view from the Street and behind the front Building Setback lines for more than 24 hours. • Overnight parking in the Common Areas is prohibited. Occasional exceptions may be requested by sending an email to EstatesofLCS@gmail.com.⁴ • The parking and storage of automobiles except upon paved driveway or specifically designated parking areas is prohibited. Pavers placed for the purpose of additional parking are acceptable as a specifically designated parking area on one's property. • Unregistered vehicles must be stored in Owner's garage. |
| K | <ul style="list-style-type: none"> • No Lot lawn or landscaping shall be allowed to grow up in an unsightly condition nor shall any Lot be used as a junkyard or for storage of inoperative vehicles. • Per the Town of Lake Clarke Shores ordinances, the definition of grass includes artificial grass. The ELCS HOA accepts this definition and places no restriction against artificial grass, provided it is not allowed to exist in an unsightly condition. |
| M | <ul style="list-style-type: none"> • No garbage receptacles or containers shall be permitted on any Lot except containers meeting the sanitary requirements, if any, of the County of Palm Beach, Florida and Town of Lake Clarke Shores. • Owners must follow Town of Lake Clarke Shores Solid Waste Services, as outlined on the Town's website at https://www.townoflcs.com/solid-waste-services. |
| T | <ul style="list-style-type: none"> • All leases and/or rentals must be approved by the HOA, and no lease shall be for a period of less than six (6) months. • The HOA's approval process is pending. However, Owners must register rental and lease properties with the town of Lake Clarke Shores by October 1 of each year.⁵ |



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| Sec | Article V – Setbacks and Free Spaces of Buildings |
| D | <ul style="list-style-type: none"> Swimming pool installations must be approved by the Town of Lake Clarke Shores through the town’s online permitting process. |
| Sec | Article VI – Area Improvements and Construction Materials, Off-Site Parking |
| B | <ul style="list-style-type: none"> All roofing construction must be pre-approved by submitting an Architectural Improvement Form, which can be requested at EstatesofLCS@gmail.com. Acceptable material includes asphalt shingles, cement tiles, and metal panels. Roofing projects must also be approved by the Town of Lake Clarke Shores through the town’s online permitting process. |
| D | <ul style="list-style-type: none"> Owners are expected to help preserve neighborhood property values: <ul style="list-style-type: none"> Exterior walls and roofing must be clean and maintained in good condition. Driveways must be periodically pressure cleaned and/or painted. Landscaping must be free of weeds and dead grass. Live trees must be pruned, and dead trees must be removed. Exterior paint colors must be pre-approved by the Architectural and Landscape Review Committee IF the new color is substantially different from the existing color. New exterior housing colors must conform with existing home colors. Neutral colors, light pastels, and light earthtones are acceptable. Bright colors, neon colors, and overly bold colors are not. New chain-link fencing is strictly prohibited. Existing chain-link fencing is allowed, provided it is maintained in good condition. |
| Sec | Article IX – Signs |
| | <ul style="list-style-type: none"> No signs or other advertising devices shall be erected, posted, pasted, displayed or permitted upon or about any part of said property, except one sign of not more than five (5) square feet in area advertising the property for sale or rent. No political signage of any kind is permitted no matter where it may be placed on a lot or a residence if visible from the street, another Lot, or the common area. Celebratory and seasonal decorations are permitted, but they must be removed at the end of the occasion referenced by the display. Flag displays must follow local and state ordinances. |
| Sec | Article XIII – Membership in Homeowners Association |
| | <ul style="list-style-type: none"> Effective April 2, 2025, Lots may not be owned by a corporation, limited liability company, land trust, or any other similar entity, aside from a revocable living trust set up and utilized by the occupant(s) of the Lot for traditional estate planning purposes. Ownership prior to the passing of this amendment is exempted. |
| Sec | Article XIV – Powers and Duties of the Corporation and the Exercise Thereof |
| | <ul style="list-style-type: none"> The HOA shall have all powers granted by law and the governing documents. The HOA Board shall exercise powers, which include but are not limited to the powers to: <ul style="list-style-type: none"> Levy and collect general, special, and individual assessments. Expend monies collected for the purpose of paying HOA expenses and purchasing equipment, supplies and materials required in the maintenance, repair, replacement, operation and management of HOA Property. Contract for the management of the HOA. Make reasonable rules and regulations and inform members of any changes. Enforce by any legal means, the provisions of the Articles of Incorporation, the Bylaws, the Declaration and the regulations promulgated by the HOA. Collect delinquent Assessments by suit or otherwise. |



| Sec | Article XVI – Assessments and Liens ⁶ |
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| A | <ul style="list-style-type: none"> The Board shall fix and determine, from time to time, the sums necessary and adequate for the expenses of the HOA. |
| B | <ul style="list-style-type: none"> Expenses shall include operation, maintenance, repair, and replacement of HOA property, utilities, the cost of carrying out the powers and duties of the HOA, and any other expenses designated from time to time by the Board. Funds for the payment of expenses shall be assessed against the Lot Owners equally. Special assessments shall be levied in the same manner. |
| C | <ul style="list-style-type: none"> The Board shall adopt an annual budget that includes the estimated funds required to cover current expenses. Copies of the budget and proposed assessments must be made available to each member before December 31st of the preceding year. |
| E | <ul style="list-style-type: none"> Each Lot is subject to a lien and permanent charge in favor of the HOA for annual Assessments or charges. The lien shall only be subordinate to a mortgage given to an Institutional Mortgagee. |
| F | <ul style="list-style-type: none"> The HOA will charge a \$25 late fee for any payment not received within 15 days of the payment due date. Victory Accounting will charge a \$25 processing fee to notify an owner by mail if payment is not received within 30 days of the payment due date. Payments not received within 30 days of the late notice date will be referred to SJW Law Group to initiate the collections process outlined in Article XVI. |
| H | <ul style="list-style-type: none"> Owners who take title to a Lot after April 2, 2025, shall pay the HOA an amount equal to two months of the regular annual Assessment. This payment shall be in addition to regular quarterly assessments and any special assessment obligations. Conveyances made by a Lot Owner to immediate family members, between co-Lot Owners, or to a trustee or Lot Owner's spouse without a change in occupancy, solely for estate planning or tax purposes, and conveyances of title pursuant to a final judgment of foreclosure or deed in lieu of foreclosure are exempt from this expense. |
| Sec | Article XVII – Arbitration |
| | <ul style="list-style-type: none"> The HOA no longer requires that dispute resolution be handled through arbitration. |
| Sec | Article XXII – Easements and Property Rights in the Common Property ⁶ |
| | <ul style="list-style-type: none"> ELCS HOA easements are shown on the recorded subdivision plats of the Property: https://erec.mypalmbeachclerk.com/search (Plat Book 45, Pages 189 & 190) Easements are hereby reserved throughout the Property by the HOA for its use and the use of its agents, employees, licensees and invitees, for all purposes in connection with the maintenance of the Property. Within these easement areas, no structure, planting or other material shall be placed or permitted to remain, unless installed and/or approved by the HOA. Existing fences, structures, or plants in violation of Article XXII may remain in place as long as they do not interfere with the HOA's ability to conduct operations and maintain the Common Areas. Any repairs or replacements to existing fences, structures, or plants affected by Article XXII must be pre-approved by the Architectural and Landscape Review Committee and must reflect alterations designed to correct any violation. Tennis and pickle ball courts must be used solely for those sports. Owners must abide by the rules posted on the gate. Owners will be charged for willful damage. |



AMENDED BYLAWS

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| Sec | Article II – Member’s Meeting |
| A | <ul style="list-style-type: none"> The annual membership meeting shall be held on the third Thursday in October of each year at a location to be designated in the Notice of Annual Meeting. |
| D | <ul style="list-style-type: none"> A quorum at members' meetings shall consist of persons entitled to cast thirty percent (30%) of the votes of the entire membership. |
| E | <ul style="list-style-type: none"> If a lot is owned by one person, the person’s right to vote shall be established by the record title. If any lot is owned by more than one person, the person entitled to cast the vote shall be the owner who signs the attendance sheet or proxy form. |
| Sec | Article III – Directors |
| B | <ul style="list-style-type: none"> Nominations for the Board of Directors must be submitted to the nominating committee and accepted by the nominee not less than thirty (30) days prior to the annual meeting. No nominations will be accepted from the floor during the meeting. |
| Sec | Article VIII – Duties of the Architectural and Landscape Review Committee |
| A | <ul style="list-style-type: none"> The A.L.R. shall provide for a systematic and uniform review of all proposed improvements and construction in accordance with the Declaration. |
| B | <ul style="list-style-type: none"> All exterior improvements to the building, outbuilding, garage, fences, wall or other structure must be pre-approved by the A.L.R. BEFORE beginning the Town of Lake Clarke Shores online permitting process. <ul style="list-style-type: none"> Contact the HOA board via email to request an architectural change form. Refer to notes in the Declaration sections above for guidance on prohibitions, restrictions, and generally accepted improvements. |
| Sec | Article X – Compliance and Default |
| B | <ul style="list-style-type: none"> Violation. In the event of a violation (other than non-payment of assessments) by any lot owner of any provision of the governing documents, the Board of Directors may notify the lot owner of said breach. If the violation continues for a period of thirty (30) days from the notification date, the Board shall have the right to treat the violation as an intentional, inexcusable and material breach and may take action.⁶ Costs and Attorneys’ Fees. In any proceeding arising because of an alleged default by a lot owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney’s fees as may be determined by the court. No Waiver of Rights. Failure of the HOA or of a lot owner to enforce any right, provision, covenant or condition which may be granted by the plat or by any other valid restrictive covenant shall not constitute a waiver of the right of the HOA or lot owner to enforce such right, provision, covenant, or condition in the future. |
| Sec | Article XV – Amendment of Bylaws |
| B | <ul style="list-style-type: none"> A Resolution adopting a proposed amendment may be proposed by either the Board of Directors or by the members of the HOA. Approvals must reflect at least seventy-five (75%) of the Board of Directors, and a majority of the HOA membership. |



Footnotes

¹ Existing business operations that violate the 'No Business' clause may be grandfathered in, provided Owners submit proof of proper registration with the Town of Lake Clarke Shores that predates the April 2, 2025 amendments.

² The term "Congregant Living Facility" is defined as assisted living facilities, sober homes, drug treatment facilities, extended congregant care facilities, transitional living facilities, community residential homes, community transitional residences, rehabilitative home care services, boarding home, or home for the aged or any other residential structure, whether or not operated for profit, care, housing, food service, and one or more personal services for persons not related to the owner or administrator by blood or marriage which shall include "domestic partnerships" as well as "civil unions". In addition, this term shall include other residential uses, such as dormitories, group homes with a central dining facility, and similar bed-based uses.

³ Commercial vehicles are defined by Fla. Stat. §320.01(25) which is a vehicle which uses special fuel or motor fuel on highways and is 26,001 pounds in weight or more or has three or more axels regardless of weight. Exception involves motor sport transport vehicles are not commercial vehicles.

⁴ Overnight parking is defined as the hours between 9:00 PM and 6:00 AM. Violators will be towed by A&L Towing at the request of a board member. When an exception is requested via email at EstatesofLCS@gmail.com, the Board will respond by sending a form to be placed on the dashboard.

⁵ Lake Clarke Shores Ordinances, Section 26-333: Rental Dwelling Unit Registration Required:
a) The owner of any rental dwelling unit located within the town shall register such unit with the town by October 1 of each year. b) A rental dwelling unit shall not be leased, rented or sublet without being registered. c) Failure to register a rental dwelling unit shall be subject to penalties as provided herein including, but not limited to, code enforcement proceedings as provided in Chapter 2, Article IV....

⁶ Refer to the governing documents to read language from these sections in their entirety.

**AMENDED BYLAWS OF
THE ESTATES OF LAKE CLARKE SHORES HOMEOWNER'S ASSOCIATION, INC.**

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

This document contains the ELCS HOA Bylaws, edited to include amendments approved on April 2, 2025. Amendment additions are indicated by “underlining”; deletions by “~~strikethrough~~”. Copies of the original 1983 Bylaws and the 2025 Approved Amendments can be found on the ELCS HOA website at EstatesofLCS.com.

**ARTICLE I
IDENTITY**

A. These are the Bylaws of THE ESTATES OF LAKE CLARKE SHORES HOMEOWNERS ASSOCIATION, INC., hereinafter called “Association” in these Bylaws, a corporation not-for-profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the Office of the Secretary of State on the 17th day of May, 1983. The Association has been organized for the purpose of owning and operating certain lands and personal property located in Palm Beach County, Florida, which lands and personal property are to be used in common by the members of the THE ESTATES OF LAKE CLARKE SHORES HOMEOWNER’S ASSOCIATION, INC., which members shall all be property owners at THE ESTATES OF LAKE CLARKE SHORES. Such operation by the Association shall include the management of THE ESTATES OF LAKE CLARKE SHORES in keeping with the terms and conditions as set forth in the “Declaration of Covenants and Restrictions”, and the enforcement of such covenants, conditions, and facilities.

B. The initial office of the Association shall be at 2330 South Congress Avenue, West Palm Beach, Florida, 33406.

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

D. The seal of the Association shall bear the name of the corporation, the word “Florida” and words “Corporation not-for-profit”, the year of incorporation, an impression of which is as follows:

**ARTICLE II
MEMBERS' MEETING**

A. ~~The annual members' meeting shall be held at such location as shall be designated in the Notice of Meeting at 2330 S. Congress Avenue, on the third Thursday in August of each year, for the purpose of electing directors and transacting any other business authorized to be transacted by the members; provided however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a legal holiday.~~ The annual membership meeting shall be held on the third Thursday in October of each year at such location as shall be designated in the Notice of Annual Meeting.

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

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

days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice.

D. A quorum at members' meetings shall consist of persons entitled to cast ~~a majority~~ **thirty percent (30%)** of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Articles of Incorporation, or these Bylaws.

E. Voting.

1. In any meeting of members, the voting rights of the owners of a lot shall be determined by the Associations' Articles of Incorporation; provided, however, the owners of each lot shall be entitled to one vote.

2. If a lot is owned by one person, ~~his~~ **the person's** right to vote shall be established by the record title to his lot. If any lot is owned by more than one person, the person entitled to cast the vote for the lot shall be designated ~~as the owner who signs the meeting attendance sheet or proxy form by a certificate signed by all of the record owners of the lot and filed with the Secretary of the Association.~~ If a lot is owned by a corporation, ~~limited liability company, or a land trust,~~ the person entitled to cast the vote for the lot shall be designated by certificate signed by the President or Vice-President, ~~or other such authorized representative for such entity~~ and attested by the Secretary or Assistant Secretary of the ~~corporation~~ **entity** and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the lot concerned. A certificate designating the person entitled to cast the vote of a lot may be revoked by any owner of the lot. If such a certificate is not on file, the vote of such owner shall not be considered in determining the requirement for a quorum nor for any other purpose.

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

G. If any meeting of the members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

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

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

I. Provided, however, that until Declarant of THE ESTATES OF LAKE CLARKE SHORES has closed seventy-five (75%) percent of sales of all of the lots located at THE ESTATES OF LAKE CLARKE SHORES, or five (5) years from the date of the first conveyance of a unit, whichever shall first occur, the proceeding of all meetings of members of the Association shall have no effect unless approved by the Board of Directors.

ARTICLE III **DIRECTORS**

A. The affairs of the Association shall be managed by a board of not less than three (3) nor more than nine (9) directors, the exact number to be determined at the time of election.

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

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

2. A nominating committee of five (5) members shall be appointed by the Board of Directors not less than thirty (30) days prior to the annual members' meeting. ~~The committee shall nominate one person for each director then serving. Nominations for additional directorships created at the meeting shall be made from the floor, and other nominations may be made from the floor. Nominations must be submitted to the nominating committee and accepted by the nominee not less than thirty (30) days prior to the annual meeting. No nominations will be accepted from the floor on the day of or during the meeting.~~

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

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

5. Any Director may be removed by concurrence of two-thirds (2/3) of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.

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

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

E. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings shall be given to each Directors, personally or by mail, telephone, or ~~email telegraph~~, at least ~~three (3) five (5)~~ business days prior to the day named for such meeting.

F. Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of one-third (1/3) of the Directors. Not less than five (5) days notice of the meeting shall be given personally or by mail, telephone, or telegraph, which notice shall state the time, place, and purpose of the meeting.

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

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

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

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

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

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

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

M. ~~Directors' fees, if any, shall be determined by members.~~ Directors shall not receive compensation for their service on the Board of Directors.

ARTICLE IV **POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

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

ARTICLE V **OFFICERS**

A. The executive officers of the Association shall be a President, who shall be a Director; a Vice-President who shall be a Director; a Treasurer and a Secretary, all of whom shall be Directors and elected annually by the Board of Directors and who may be peremptory removed by vote of the Directors at any meeting. ~~Any person may hold two or more offices except that the President shall not be the Secretary.~~ The Board of Directors, from time to time, shall elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

B. The President shall be the Chief Executive Officer of the Association. He shall have all of the powers and duties usually vested in the office of the President of an association, including but not limited to the power to appoint committees from among the members from time to time as he or she, in his or her discretion, may determine appropriate to assist in the conduct of the affairs of the Association.

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

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

E. The Treasurer shall have the custody of all property of the Association including funds, securities and evidences of indebtedness. He or she shall keep the books of the Association in accordance with good accounting practices and perform all other duties incident to the office of Treasurer or either independently or via the services of an accredited accounting firm or bookkeeping service.

F. The compensation, if any, of all employees of the Association may be fixed by the Directors. ~~The provision that Directors' fees may be determined by members shall not preclude the Board of Directors from employing a Director as an employee of the Association.~~

ARTICLE VI **FISCAL MANAGEMENT**

The provisions for fiscal management of the Association set forth in the Articles of Incorporation shall be supplemented by the following provisions:

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

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

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

1. Current expenses.
2. Reserve for deferred maintenance.
3. Reserve for replacement.

4. Betterments, which shall include the funds to be used for capital expenditures for additional improvements to the common property, ~~provided, however, that in the expenditure of this fund, no sum in excess of TWO THOUSAND (\$2,000.00) DOLLARS shall be expended for a single item or for a single purpose without approval of the members of the Association:~~

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

~~6. Provided, however, that the amount of each budgeted item may be increased over the foregoing limitations when approved by owners entitled to cast not less than seventy-five (75%) percent of the votes of the entire membership of the Association; and further provided that until the Declarant has closed on the sale of seventy-five (75%) percent of the lots at THE ESTATES OF LAKE CLAKE SHORES, or five (5) years from the conveyance of the first lot to an owner, whichever shall first occur, the Board of Directors may omit from the budget all allowances for contingencies, reserves, and betterments:~~

7. Copies of the budget and proposed assessments shall be transmitted to each member on or before December 31, preceding the year for which the budget is made. If the budget is amended subsequently, a copy of the amended budget shall be furnished to each member.

B. Assessments against the owners for their shares of the items of the budget shall be made for the calendar year annually in advance on or before December 31 preceding the year for which the assessments are made. Such assessments shall be due quarterly in four (4) equal installments on the first day of January, April, July and October of each year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and quarterly installments on such assessments shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors if the accounts of the amended budget do not exceed the limitations for that year. Any account that does exceed such limitations shall be subject to the prior approval of the membership of the Association as previously required by these Bylaws. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made shall be due upon the date of the assessment if made on or after July 1; and if made prior to July 1, one-half of the increase shall be due upon the date of the assessment and the balance of the assessment upon the next July 1. The first assessment shall be determined by the Board of Directors of the Association. Assessments for repair and maintenance of the limited common property shall be made as funds are expended or liability therefore is incurred by the Association.

C. If a unit owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice to the unit owner, and the then unpaid balance of the assessment shall be due upon the date stated in the

notice, but not less than ten (10) days after delivery of the notice to the unit owner, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur. All installments not paid when due shall bear interest at the highest rate allowed by law, from the due date until paid in full.

D. Each of the lots in the Estates of Lake Clarke Shores is hereby made subject to a lien and permanent charge in favor of the Association for annual assessments or charges, and each lot hereafter made subject to this Declaration shall automatically be subject to said lien and permanent charge. Any and all of the assessments and charges, together with interest thereon, if any, shall constitute a permanent charge upon and a continuing lien on the lot to which such assessment relates and such permanent charge and lien shall bind such lot in the hands of any and all persons. In the event that any assessment shall not have been paid within thirty (30) days of the due date, the Treasurer of the Association shall send a delinquency notice by certified mail to the delinquent member. In the event that any assessment shall not have been paid within fifteen (15) days of the receipt of said delinquency notice, the Treasurer shall certify to the Board of Directors the name and address, as well as the amount in arrears, of the member. The Board of Directors shall then cause to be prepared for execution by the President and Secretary of the Association, a Notice of Lien to be filed with the Clerk of the Circuit Court of Palm Beach County, Florida. When necessary, on receipt of payment of a delinquent assessment, a satisfaction of lien shall be executed and recorded. In the event that any assessment continues to remain in default for thirty (30) days after filing Notice of Lien, the Association shall pursue its remedies at law or in equity to foreclose its lien in same manner as provided in Chapter 85 of the Florida Statutes. In any proceeding to enforce such lien, the Association shall be entitled to recover its costs of the proceedings and such reasonable attorney's fees as may be determined by the Court.

ARTICLE VII

ARCHITECTURAL AND LANDSCAPE REVIEW COMMITTEE

A. Appointment. In addition to the appointment of officers, the Board of Directors of the Association shall also appoint each year an Architectural and Landscape Review Committee (hereinafter sometimes referred to as the A.L.R.) consisting of three (3) members. Members of the A.L.R. elected at the first meeting of the Board of Directors shall hold office until the next annual meeting of the Board of Directors or until their successors are elected and qualify.

B. Vacancy. When a vacancy occurs in the A.L.R. for any cause before a member of the A.L.R.'s term has expired, a vacancy shall be filled by the Board of Directors at its next meeting by electing a person to serve for the unexpired term or until a successor has been elected by the Board of Directors and shall qualify. So long as Declarant owns any lot within the Subdivision, Developer shall appoint all members of the A.L.R.

ARTICLE VIII

DUTIES OF THE ARCHITECTURAL AND LANDSCAPE REVIEW COMMITTEE

A. The A.L.R. shall provide for a systematic and uniform review of all proposed improvements and construction of any type or nature whatsoever within The Estates of Lake Clarke Shores, as defined by and in accordance with the Declaration of Covenants and Restrictions of the Estates of Lake Clarke Shores. It shall hold such meetings as may be required to adequately review and consider such plans and specifications as may be submitted to it for improvements within the Subdivision.

B. The A.L.R. shall promulgate from time to time such rules and regulations as it deems necessary and proper, which shall include but not necessarily be limited to the following:

1. Guidelines and procedures to be followed by any applicant seeking its approval.
2. An adequate application form to be prepared and submitted by any applicant seeking its approval.
3. A schedule of reasonable fees applicable to the processing of applications.
4. The procedure for calling a meeting of the A.L.R. (which may include regularly scheduled meetings in the event the A.L.R. so elects).
5. Such other procedural rules, regulations, and requirements as the A.L.R. may deem necessary and which are not in conflict with the Declaration of Covenants and Restrictions of the Estates of Lake Clarke Shores, the Articles of Incorporation, and these Bylaws.

ARTICLE IX
POWERS AND DUTIES OF THE CORPORATION AND THE EXERCISE THEREOF

The Association shall have all powers granted it by law, The Declaration of Covenants and Restrictions of the Estates of Lake Clarke Shores, the Articles of Incorporation and these Bylaws, all of which shall be exercised by its Board of Directors unless the exercise thereof is otherwise restricted in the Declaration of Covenants and Restrictions, these Bylaws or by law; and the aforementioned powers of the Association shall include but not be limited to the following:

- A. All of the powers specifically provided for in the Declaration of Covenants and Restrictions of the Estates of Lake Clarke Shores.
- B. The power to levy and collect general assessments, special assessments and individual assessments.
- C. The power to expend monies collected for the purpose of paying the expenses of the Association.
- D. The power to purchase equipment, supplies and materials required in the maintenance, repair, replacement, operation and management of the Association property.
- E. The power to insure and keep insured the buildings and improvements of the Association.
- F. The power to employ the personnel required for the operation of the Association and the Association property.
- G. The power to pay utility bills for utilities serving the Association property.
- H. The power to contract for the management of the corporation property and to delegate to its contractor as manager, all the powers and duties of the Association, except those things which must be approved by members.
- I. The power to make reasonable rules and regulations governing all of the Estates of Lake Clarke Shores, and to amend them from time to time, and see to it that all members are notified of such changes in the rules and regulations as may be enacted.
- J. The power to improve the Association property subject to the limitations of the Declaration of Covenants and Restrictions of the Estates of Lake Clarke Shores.
- K. The power to enforce by any legal means, the provisions of the Articles of Incorporation, the Bylaws, the Declaration of Covenants and Restrictions, and the regulations promulgated by the Association.

L. The power to collect delinquent assessments by suit or otherwise, and to abate nuisances and enjoin or seek damages from lot owners for violations of the provisions of the Declaration of Covenants and Restrictions and related documents.

M. The power to pay all taxes and assessments which are liens against the Association property.

N. The power to control and regulate residential development within the Estates of Lake Clarke Shores and to promote, assist, and further provide adequate and proper maintenance of the Estates of Lake Clarke Shores and the lots therein for the benefit of all owners therein. This provision shall not be deemed to require the Association to maintain any lot, unit, or parcel individually owned.

O. The power to select depositories for the corporation funds, and to determine the manner of receiving, depositing, and disbursing corporate funds and the form of check and the person or persons by whom the same shall be signed, except as otherwise provided by these Bylaws.

P. The power to acquire real and personal property for the benefit and use of its members and to dispose of said property in accordance with the Declaration of Covenants and Restrictions of the Estates of Lake Clarke Shores and related documents.

Q. The power to enter into a contract with any person, firm, corporation or real estate management agent of any nature or kind; to provide for the maintenance, operation, repair and upkeep of the Association's property and of any facilities on lease to the Association or otherwise provided for the Association member's usage. Said contract may provide that the total operation of said management agent, firm or corporation shall be at the cost of this Association. Said contract may further provide that the managing agent shall be paid from time to time a reasonable fee ~~either stated as a fixed fee or as a percentage of the total costs of maintenance, operation, repair and upkeep or of the total funds of the corporation handled and managed by the managing agent.~~ Such fee, if any, shall be another of the management function costs to be borne by the Association, unless the contract provides to the contrary.

R. The power to establish the office of additional officers of this corporation and to appoint all officers.

S. The power to possess, employ and exercise all powers necessary to implement, enforce and carry into effect the powers above described, including the power to acquire, hold, convey and deal in real and personal property.

ARTICLE X **COMPLIANCE AND DEFAULT**

A. Violation. In the event of a violation (other than the non-payment of assessments) by any lot owner of any of the provision of these Bylaws, of the Articles of Incorporation, or any valid restrictive covenants recorded by plat or otherwise, the Association, by direction of its Board of Directors, may notify the lot owner by written notice of said breach, transmitted by mail and if such violation shall continue for a period of thirty (30) days from the date of the notice, the Association, through its Board of Directors, shall have the right to treat such violation as an intentional, inexcusable and material breach of the Bylaws, Articles of Incorporation or Declaration of Restrictions, and the Association may then, as its option, the following elections:

1. An action at law to recover damages on behalf of the Association or on behalf of the other lot owners;
2. An action in equity to enforce performance on the part of the lot owner; or

3. An action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief.

4. Upon finding by the Court that the violation complained of is willful and deliberate, the lot owner so violating shall reimburse the Association for reasonable attorney's fees incurred by it in bringing such action. Failure on the part of the Association to maintain such action at law or in equity within thirty (30) days from date of a written request signed by a lot owner sent to the Board of Directors, shall authorize any lot owner to bring an action in equity or suit at law on account of the violation. Any violations which are deemed by the Board of Directors to be a hazard to public health may be corrected immediately as an emergency matter by the Association and the cost thereof shall be charged to the lot owner as a specific item.

B. Costs and Attorneys' Fees. In any proceeding arising because of an alleged default by a lot owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be determined by the court.

C. No Waiver of Rights. The failure of the Association or of a lot owner to enforce any right, provision, covenant or condition which may be granted by the plat or by any other valid restrictive covenant shall not constitute a waiver of the right of the Association or lot owner to enforce such right, provision, covenant, or condition in the future.

ARTICLE XI

LIABILITY SURVIVES TERMINATION OF MEMBERSHIP

The termination of membership in the Association shall not relieve or release any such former owner or member from any liability or obligations incurred under or in any way connected to said lot owner's ownership and membership or impair any rights or remedies which the Association may have against such former owner and member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

ARTICLE XII

PARLIAMENTARY RULES

Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Articles of Incorporation or these Bylaws.

ARTICLE XIII

RULES AND REGULATIONS

The Board of Directors may, from time to time, adopt or amend previously adopted administrative Rules and Regulations governing the details of the use and maintenance of the subdivision in order to ensure compliance with the restrictive covenants and with the Architectural and Landscaping Standards and any facilities or services made available to the lot owners. A copy of the Rules and Regulations adopted from time to time, as herein provided, shall, from time to time, be sent to the members. If any irreconcilable conflict should arise or exist with respect to the interpretation of these Bylaws, the Articles of Incorporation or the Declaration of Covenants and Restrictions, the latter shall prevail.

ARTICLE XIV
MORTGAGEE'S RIGHTS

Notwithstanding anything herein to the contrary, a mortgagee holding a recorded first mortgage on any lot (improved or otherwise) shall have the following rights:

A. Any such first mortgagee who obtains title to a lot pursuant to the remedies provided in the mortgage or foreclosure of the mortgage will not be liable for such lot's unpaid assessments which accrue prior to the acquisition of title to such lot by the mortgagee. Such unpaid assessments shall be deemed to be a common expense of the Association, and collectible from all lot owners including said mortgagee.

B. Unless at least two-thirds (2/3) of the first mortgagees (based upon one vote for each first mortgage owned) or two-thirds (2/3) of the owners (other than the developer) of the individual lots have given their prior written approval, the Association shall not be entitled to:

1. by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the common property owned, directly or indirectly, by the Association, for the benefit of the low owners in the subdivision (the granting of easements for public utilities or for other public purposes consistent with the intended use of such common property shall not be deemed a transfer within the meaning of this clause);

2. change the method of determining the obligations, assessments, due or other charges which may be levied against a lot owner;

3. by act or omission change, waive, or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of lots and improvements thereon, the exterior maintenance of lots and improvements, or the maintenance of the common property;

4. fail to maintain fire and extended coverage on insurable Association common property on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost);

5. use hazard insurance proceeds for losses to any Association common property for other than the repair, replacement or reconstruction of such common property.

C. First mortgagees of lots may, jointly or singly, pay taxes, assessments, or other charges which are in default and which may or have become a charge against any Association common property and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such common property and first mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

D. No provision herein or in the Declaration of Protective Covenants shall give a lot owner, or any other party, priority over any rights of the first mortgagee of a lot in the subdivision pursuant to its mortgage in the case of a distribution of condemnation awards for losses to or taking of Association common property.

E. A first mortgagee, upon request, is entitled to written notification from the Association of any default in the performance by the individual lot owner/borrower of any obligation under the Articles of Incorporation, these Bylaws or the Declaration of Protective Covenants, which is not cured within sixty (60) days.

ARTICLE XV
AMENDMENT OF BYLAWS

These Bylaws may be amended in the following manner:

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

B. A Resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be by:

1. Not less than seventy-five (75%) of the entire membership of the Board of Directors and not less than ~~seventy-five (75%) percent~~ a majority of the votes of the entire membership of the Association; or

~~2. Not less than eighty (80%) percent of the votes of the entire membership of the Association; or~~

~~3. Until the first election of Directors, by all of the Directors.~~

C. Proviso. Provided, however, that no amendment shall discriminate against any lot owner or class group of lot owners unless the lot owners so affected shall consent. No amendment shall be made that is in conflict with the Articles of Incorporation.

D. Provided further, that for so long as Declarant is a member of this Association, Declarant retains the right to amend these Bylaws, the Articles of Incorporation, and the Declaration of Covenants, without member approval.

E. Except as otherwise provided above, a copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment to the Bylaws, which certificate shall be executed by the officers of the Association with the formalities of the execution of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the public records of Palm Beach County, Florida.

**AMENDED DECLARATION OF COVENANTS, RESTRICTIONS, RESERVATIONS,
SERVITUDES, AND EASEMENTS OF THE ESTATES OF LAKE CLARKE SHORES**

This document contains the ELCS HOA Declaration language, edited to include amendments approved on April 2, 2025. Amendment additions are indicated by “underlining”; deletions by “~~strikethrough~~”. Copies of the original 1983 Declaration and its exhibits, the 2017 Revived Declaration, and the 2025 Approved Amendments can be found on the ELCS HOA website at **EstatesofLCS.com**.

ARTICLE I

GENERAL PURPOSE OF COVENANTS

The real property described herein is subjected to the covenants, restrictions, reservations, servitudes and easements hereby declared to ensure the best use and the most appropriate development and improvement of each lot thereof; to protect the owners of lots against such improper use of surrounding lots as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials; to obtain harmonious architectural schemes; to ensure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon; with appropriate locations thereof on lots; to secure and maintain type and quality of improvements in said property, and thereby enhance the value of investments made by purchasers of lots therein.

ARTICLE II

DEFINITION OF TERMS

The terms used in this Revived Declaration, the Articles of Incorporation and the Bylaws of the Estates of Lake Clarke Shores Homeowner’s Association, Inc., a Florida corporation non-for-profit, shall have the meaning stated as follows, unless the context otherwise requires:

A. “Architectural and Landscape Review Committee” shall mean and refer to the Architectural and Landscape Review Committee as appointed by the Board of Directors of The Estates of Lake Clarke Shores Homeowner’s Association, Inc. as provided for in the Bylaws of said Association.

B. “Articles of Incorporation” shall mean the Articles of Incorporation of The Estates of Lake Clarke Shores Homeowner’s Association, Inc., a copy of which is attached hereto as Exhibit “C” and made a part hereof.

C. “Assessment” shall mean a share of the funds required and which are to be assessed against a lot owner and dwelling for the payment of the costs incurred by the Association for and including, but not limited to, the operation, maintenance, and protection of the Common Areas (defined below), recreational facilities, easements for ingress and egress and other areas subject to and under the control and administration of the Association.

D. “Association” shall mean and refer to The Estates of Lake Clarke Shores Homeowner’s Association, Inc., a Florida corporation non-for-profit, its successors and assigns.

E. “Association Property” shall mean and refer to that portion of the property described herein that is dedicated to The Estates of Lake Clarke Shores Homeowner’s Association, Inc. herein referred to as the “Corporation” or the “Association”.

F. “Board” shall mean the Board of Directors of the Association.

G. "Bylaws" shall mean the Bylaws of The Estates of Lake Clarke Shores Homeowner's Association, Inc., established for the government of the Association, as said Bylaws may exist from time to time, a copy of which is attached hereto as Exhibit "D" and made a part hereof.

H. "Common Area" shall mean all that certain real property owned by the Association and held for the benefit, use, and enjoyment of the members of the Association, including the water management tracts and the recreation areas as those terms are used on the Plat of The Estates of Lake Clarke Shores.

I. "Common Expenses" shall mean the expenses for which each lot owner is liable which shall include but not limited to the following: expenses of administration and management of the Common Areas and recreational facilities, expenses of maintenance, operation, repair or replacement of the Association Property, not otherwise covered by insurance; expenses declared as Common Expenses by the provisions of this Revived Declaration or by the Bylaws; any valid charge against the Association, Common Areas or recreational facilities; any expense of, charges to, or assessments by the Association as provided for in this Revived Declaration, the Articles of Incorporation or the Bylaws.

J. "Dwelling House" or "Building" shall be deemed and construed to include both the main portion of said structure and all projections therefrom, such as bay or bow windows, exterior chimneys, covered porches, or porticoes, and the like, including any garages incorporated in or forming a part thereof, but shall not include the unsupported eaves of such structure.

K. "Lot" shall mean a lot as shown and described on the Plat of The Estates of Lake Clarke Shores, according to the Plat thereof recorded in Plat Book 45 at Pages 189-190 of the Public Records of Palm Beach County, Florida.

L. "Owner" shall mean the holder or holders of the fee title to any Lot as herein defined.

M. "Member" shall mean and refer to every person or entity who holds membership in the Association.

N. "Person" shall mean a person, firm, association, corporation, or other entity.

O. "Plat" or "Subdivision" shall mean all of the lands comprising that subdivision known as The Estates of Lake Clarke Shores, according to the Plat thereof as recorded in Plat Book 45 at Pages 189-190 of the Public Records of Palm Beach County, Florida.

P. "Setback" means and refers to the distance between Dwelling Houses or other structures referred to and the street or side or rear lines of the particular Lot.

Q. "Street" means and refers to any street, highway, or other thoroughfare shown on said Plat, or contiguous to the property designated on said Plat, whether designated thereon as street, avenue, boulevard, drive, place, court, road, terrace, way, circle, lane, walk, path or otherwise.

ARTICLE III

USES PROHIBITED AND PERMITTED

A. Said property shall not be used, nor shall any portion thereof be used for any purpose other than residence purposes however home-based businesses are permissible provided no customers regularly or routinely frequent the residence. Notwithstanding anything to the contrary, use of a Lot as a Congregant Living Facility, as defined below, is prohibited. The term "Congregant Living Facility" is defined as assisted living facilities, sober homes, drug treatment facilities, extended congregant care facilities, transitional living facilities, community residential homes, community transitional residences, rehabilitative home care services, boarding home, or home for the aged or any other residential structure, whether or not operated for profit, care, housing, food service, and one or more

personal services for persons not related to the owner or administrator by blood or marriage which shall include “domestic partnerships” as well as “civil unions”. In addition, this term shall include other residential uses, such as dormitories, group homes with a central dining facility, and similar bed-based uses.

B. No Building, other than a detached single family Dwelling House and attached garage ~~for private use~~, shall be erected, constructed or maintained on said property; ~~nor shall any Building constructed or erected on said property be used for any purpose other than a private Dwelling House for private use.~~

C. No Dwelling House more than two stories in height shall be erected, constructed, or maintained on said property.

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

E. When the construction of any Building on any Lot has begun, work thereon must be pursued diligently and it must be completed within a reasonable time. No Building shall be occupied during construction, or until made to comply with all requirements of this Revived Declaration.

F. No outbuilding, garage, ~~shed~~, tent, or temporary building of any kind shall be erected, constructed, permitted or maintained on any Lot, and no outbuilding, garage ~~shed~~, tent, trailer, temporary building or recreational vehicle shall be used for permanent to temporary residential purposes, provided, however, that this paragraph shall not be deemed or construed to prevent the use of a temporary construction shed during the period of actual construction of any structure on said property nor the use of adequate sanitary toilet facilities for workmen which shall be provided during such construction.

G. ~~No business of any kind whatsoever shall be erected, maintained, operated, carried on, permitted or conducted on said property, or any part thereof, and without limiting the generality of the foregoing, no store, market, shop, mercantile establishment, crematory, cemetery, radio tower, auto camp, trailer camp or haven, hospital, public bathrooms, school, kindergarten, nursery school, sanitarium, asylum, or institution and no noxious, dangerous or offensive thing, activity or nuisance shall be erected, maintained, operated, carried on, permitted or conducted on said property, or any part thereof, nor shall anything be done thereon which may be, or become an annoyance or nuisance to the subdivision.~~

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

I. Dogs, cats and pet birds may be kept on any Lot in reasonable numbers as pets for the pleasure and use of the occupants of said Lot, but not for any commercial use or purpose. When outdoors, dogs and cats must be leashed or in fenced-in areas and an owner must clean up after their pet. In no event shall any roosters, guinea hens, pigeons or other noisy fowl be kept for any purpose on any Lot.

J. No trailers, campers, boats, trucks, or commercial vehicles as more particularly defined herein, shall be kept or stored on any Lot, except within an enclosed garage or adequately screened from view from the Street and behind the front Building Setback lines for more than 24 hours, nor may

any of them be used for either temporary or permanent residential purposes. The overnight parking of vehicles of any kind upon the Common Areas is prohibited. The parking and storage of automobiles except upon paved driveway or specifically designated parking areas is prohibited. Commercial vehicles are defined by Fla. Stat. §320.01(25) which is a vehicle which uses special fuel or motor fuel on highways and is 26,001 pounds in weight or more or has three or more axels regardless of weight. Exception involves motor sport transport vehicles are not commercial vehicles.

K. No Lot lawn or landscaping shall be allowed to grow up in an unsightly condition nor shall any Lot be used as a junkyard or for storage of inoperative vehicles.

L. No individual water supply system shall be permitted on any Lot except solely for irrigation purposes or other non-domestic use.

M. No garbage receptacles or containers shall be permitted on any Lot except containers meeting the sanitary requirements, if any, of the County of Palm Beach, Florida and Town of Lake Clarke Shores.

N. No public utility services shall be transported from the Lot line or any public utility easement to a dwelling or other structure except through underground pipes, conduits or other underground connection.

O. The Association Property shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the use and enjoyment of the Owners, their invitees and guests.

P. No exterior radio, television or electronic antenna or aerial shall be erected or maintained on any of the property without the prior written consent of the Architectural and Landscape Review Committee.

Q. No nuisances shall be allowed upon the Subdivision property nor any use or practice which is the source of annoyances to residences, or which interfere with the peaceful possession and proper use of the Subdivision by its residents. All parts of the Subdivision shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard allowed to exist.

R. No immoral, improper, offensive or unlawful use shall be made of the Subdivision or any part thereof; and all laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

S. Reasonable Rules and Regulations concerning the use of the Subdivision properties may be made and amended from time to time by the Board. Copies of such Rules and Regulation and amendments shall be furnished by the Association to all Owners and residents of the Subdivision upon request.

T. Leasing. All leases and/or rental of a Lot and/or home shall be subject to the Association providing approval or disapproval of same. No lease shall be for a period of less than six (6) months nor may an Owner lease his/her Lot for more than two (2) times per calendar year. All leases of a Lot and/or home on a Lot, shall be subject to obtaining Association approval in writing and such lease must be submitted to the Association prior to the commencement date of such lease. The approval or disapproval of such lease shall be based upon the then existing criteria as established by the Association. The Owner of such Lot being leased shall submit to the Association a security deposit the amounts of which to be established by the Board to cover any damage to the Common Areas of the

Association and to ensure compliance with all applicable rules and regulations. The deposit shall be held by the Association in accordance with Part II of Chapter 83, Florida Statutes. In the event that an Owner fails to provide advance notice of a lease, the Association may, at its election, consider the lease void, and shall have the right to seek an eviction of the lessee, at the expense of the Owner, which shall be secured by the lien rights of the Association. Any action by the Association seeking the removal of such unapproved lessee shall result in the Owner bearing the cost and expense, including without limitation attorney's fees incurred both pre-litigation and during litigation as involving such efforts. These sums shall be treated as a Special Assessment which shall be collected from the Owner just like all other Special Assessments imposed by the Association against an Owner. Absolutely no sub-leasing shall be permitted.

ARTICLE IV

APPROVAL OF PLANS AND LOCATION OF STRUCTURES AND LANDSCAPE

A. No Building, outbuilding, garage, fence, wall, retaining wall, or other structure of any kind shall be erected, constructed, placed or maintained on said real property or any part thereof, nor shall any alteration, addition, changing, repairing, remodeling or adding to the exterior thereof be made unless prior to the commencement of any construction, excavation, or other work, two complete sets of plans and specifications therefore, including front, side and rear elevations and floor plans specifications for each floor and basement, and two plot plans indicating and fixing the exact location of such structure or such altered structure on the Lot with reference to the Street and side lines thereof as well as all landscaping improvements to be made to the Lot which have been first submitted in writing for approval and approved in writing by the Architectural and Landscape Review Committee. The Architectural and Landscape Review Committee shall have the authority to require plans and specifications which may exceed the maximum standards provided and required by the Building Code by the County of Palm Beach, as revised or amended from time to time.

B. Approval of plans, specifications, location of Buildings and landscaping by the Architectural and Landscape Review Committee shall be endorsed on both sets of said plans and specifications and plot plan and one set shall forthwith be returned by the Architectural and Landscape Review Committee to the Person submitting the same. The Architectural and Landscape Review Committee may charge a reasonable fee for review of plans and inspections.

C. Such plans and specifications shall provide for a minimum expenditure of \$1,500.00 on each Lot for landscaping exclusive of the cost of sod, to be placed upon the Lot to be improved. Each Lot shall be fully sodded and/or landscaped and such installation of landscaping and sodding shall be completed prior to occupation of the structure by its occupants, and shall be in accordance with the plans and specifications approved by the Architectural and Landscape Review Committee.

D. The approval of the Architectural and Landscape Review Committee of any plans or specifications submitted for approval, as herein specified, shall not be deemed to be a waiver of the Architectural and Landscape Committee of the right to object to any of the features or elements embodied in such plans or specification if and when the same features or elements embodied in any subsequent plans and specifications submitted for approval for use on other Lots.

E. After such plans and specifications and other data submitted have been approved by the Architectural and Landscape Review Committee, no Building, outbuilding, garage, fence, wall, retaining wall or other structure of any kind shall be erected, constructed, placed or altered or maintained upon said property unless the same shall be erected, constructed, or altered in conformity with the plans and

specifications, and plan plans theretofore approved by the Architectural and Landscape Review Committee or its duly appointed agent, as provided in Article IV. hereof. If any Building, outbuilding, garage, fence, wall, retaining wall, or other structure of any kind shall be erected, constructed, placed, altered, or maintained upon said property other than in accordance with the plans and specifications and plot plan approved by the Architectural and Landscape Review Committee, then such erection, construction, placing, alteration, and maintenance shall be deemed to have been undertaken without the approval of the Architectural and Landscape Review Committee ever having been obtained as required by this Revived Declaration.

F. After the expiration of one (1) year from the date of completion of any structure or alteration, such structure or alternation shall be deemed to comply with all of the provisions of Article IV. hereof unless notice to the contrary shall have been recorded in the Office of the Clerk of the Circuit Court, in and for Palm Beach County, Florida, or legal proceedings shall have been instituted to enforce such compliance.

G. The Architectural and Landscape Review Committee may, at any reasonable time, enter and inspect any Building or property subject to the jurisdiction of the Architectural and Landscape Review Committee under construction or in which such agent or Member may believe that a violation of the covenants, restrictions, reservations, servitudes or easements is occurring or has occurred.

ARTICLE V

SETBACKS AND FREE SPACES OF BUILDINGS

A. No Building, nor any addition to a Building, nor any structure nor object shall be erected, placed, or maintained on any Lot nearer than twenty five (25) feet to the front line of any Lot in said property. In the case of corner Lots, the front line should be that line having the shorter Street dimension.

B. No Building nor any addition to a Building nor any structure nor object shall be erected, placed, or maintained on any Lot nearer than seven and one-half (7-1/2) feet to the side Lot line and fifteen (15) feet to the back Lot line of such Lot.

C. In the case of corner Lots, no Building nor any addition to any Building nor any structure or object shall be erected, placed or maintained on any Lot nearer than seven and one-half (7-1/2) feet to the side Street of any such Lot.

D. All swimming pools shall be installed to Town of Lake Clarke Shores requirements and a permit shall be required and approved by the Town of Lake Clarke Shores building inspector prior to construction or installation. All sanitation requirements of the State of Florida shall be met. Commercial swimming pools are prohibited. All swimming pools shall conform to front and side yard Setback requirements for such Lots. If roofed or enclosed, by screening or otherwise, the outside wall of the enclosure may be a minimum of ten (10) feet from the rear Lot line; and, if not rooted or enclosed, the outside wall of the pool may be a minimum of seven and one-half (7-1/2) feet from the rear Lot line. Unless the pool is entirely screened or enclosed, it must be surrounded by a protective wall or fence four (4) feet in height. A pool adjacent to a canal, lake, or waterway may utilize this water in lieu of a protective wall or fence.

E. Anything in this Article V to the contrary notwithstanding, in the event one Lot, or a portion thereof, and the whole or a portion of a contiguous Lot, or in one ownership, shall be used as one Building site for one residence Building and its appurtenant outbuildings are permitted by this Revived

Declaration, then while so owned and used the side lines and rear line of such site shall, for the purpose of this article V., be deemed to be the side Lot lines and the rear Lot lines of such sites.

ARTICLE VI

AREA IMPROVEMENTS AND CONSTRUCTION MATERIALS, OFF SITE PARKING

A. No single-family Dwelling House having a main living area of less than 1,400 square feet exclusive of porches, terraces, porticoes, patios, utility rooms and garages shall be erected, constructed or maintained on any Lot.

B. No roof design having a minimum roof pitch of less than 4-1/2 x 12 shall be allowed on any main living area or garage to be constructed on the property, all roofs shall be of ~~asphalt shingles cedar shake~~ or cement tile and no tar and gravel roof shall be allowed except on porches located at the rear of the Dwelling House; unless otherwise agreed to be the Architectural and Landscape Review Committee. ~~Asphalt shingles metal roofs and metal hybrid roofs are specifically permitted only with the prior written approval of the Architectural and Landscape Review Committee.~~

C. No Dwelling House shall be erected without providing a garage with a minimum width of 20 feet and a minimum 16 feet wide garage door and a minimum area of 400 square feet and having a concrete driveway connecting said garage with the Street and permitting ingress and egress of an automobile. No unenclosed carports or garages will be allowed. ~~Unattached garages may be allowed only with the prior approval of the Architectural and Landscape Review Committee.~~

D. Exterior colors must be approved by the Architectural and Landscape Review Committee.

ARTICLE VII

LOTS

Not more than one Dwelling House shall be erected, constructed, or maintained upon any one Lot or upon any Building site consisting of one or more Lots, all of one Lot and part of another or of contiguous parts of two Lots which will form an integral unit of land suitable for use as a Building site for a dwelling. No Building site shall consist of less land than is contained in one of the Lots in the block in which such site is located. No re-subdivision shall be permitted except as aforesaid.

ARTICLE VIII

STREETS, EASEMENTS, RESERVATIONS, RIGHTS-OF-WAY AND ADDITIONAL RESTRICTIONS

A. No title to land in any Street is intended to be conveyed, or shall be conveyed to the grantee under any deed, or to the purchaser under any contract of purchase, unless expressly so provided in such deed or contract or purchase.

B. No Dwelling House, garage, outbuilding, or other structure of any kind shall be built, erected, or maintained upon any such easements, reservations or rights-of-way and said corporations and other Persons erecting, constructing, or servicing such utilities and quasi-public utilities, all of whom shall have the right of ingress and egress thereto and therefrom and the right and privilege of doing whatever may be necessary in, under and upon said locations for the carrying out of any of the purposes for which said easements, reservations and right-of-way are reserved or may hereafter be reserved.

ARTICLE IX

SIGNS

No signs or other advertising device or any character shall be erected, posted, pasted, displayed or permitted upon or about any part of said property, except one sign of not more than five (5) square feet in area advertising the property for sale or rent, and signs used by a builder to advertise the property during construction and sales period; ~~provided, however, that any such builder's sign shall be subject to approval of the Architectural and Landscape Review Committee.~~ No political signage of any kind is permitted no matter where placed on a lot or a residence if visible from the street, another Lot, or the common area. Holiday decorations are permitted subject to reasonable rules and regulations promulgated by the Board of Directors.

ARTICLE X

SCOPE, DURATION OF COVENANTS, RESTRICTIONS,

RESERVATIONS, SERVITUDES AND EASEMENTS

A. All of the covenants, restrictions, reservations, servitudes and easements set forth in this Revived Declaration are imposed upon said property for the direct benefit thereof and of the Owners thereof as a part of the general plan of development, improvement, building, equipment and maintenance of said property. Each grantee or purchaser under a contract of sale or agreement of purchase, by accepting a deed or contract of sale or agreement of purchase, accepts the same subject to the covenants, restrictions, reservations, servitudes and easements set forth in this Revived Declaration and agrees to be bound by each such covenant, restriction, reservation, servitude and easement. Said covenants, restrictions, reservations, servitudes and easements shall run with the land and continue to be in full force and effect except as hereinafter provided for a period of twenty (20) years from the date on which this Revived Declaration is recorded.

B. Said covenants and restrictions, reservations, servitudes and easements that are in force on the last day of the twentieth year shall be continued automatically and without further notice from that time for a period of ten (10) years, unless within six (6) months prior to the expiration of the twenty year period a written agreement executed by the then record Owners of Lots in the property subject to this Revived Declaration, having an aggregate area equivalent to not less than fifty (50%) percent of the area of the total number of Lots then subject to this Revived Declaration shall be placed on record in the Office of the Clerk of the Circuit Court of Palm Beach County, Florida, in which agreement any of the covenants, restrictions, reservations, servitudes and easements may be changed, modified, waived or extinguished in whole or in part, as to all or any part of the property then subject thereto in the manner and to the extent therein provided.

C. In the event that any such written agreement of change or modification be fully executed and recorded, the original covenants, restrictions, reservations, servitudes and easement as therein modified shall continue in force for a successive period of ten (10) years, unless and until further changed, modified or extinguished in the manner herein provided.

D. Damages are hereby declared not to be not to be adequate compensation for any breach of the covenants, restrictions, reservations, servitudes and easements of this Revived Declaration, but such breach and the continuance thereof may be enjoined, abated and remedied by appropriate proceedings by the Board, the Architectural and Landscape Review Committee or by an Owner of any Lot in said property.

ARTICLE XI

VIOLATION OF COVENANTS, RESTRICTIONS, RESERVATIONS, SERVITUDES AND EASEMENTS

A. The Result of every act of omission or commission, or the violation of any covenant, restriction, reservation, servitude and easement thereof, whether such covenant, restrictions, reservations, servitude and easement is violated in whole or in part, it is hereby declared to be and to constitute a nuisance, either public, or private, shall be applicable against any such Owner of any Lot, and may be prohibited and enjoined by injunction. Such remedy shall be deemed cumulative and not exclusive.

B. Where an action, suit or other judicial proceeding is instituted or brought for the enforcement of these covenants, restrictions, reservations, servitudes and easements, the prevailing party in such litigation shall be entitled to all expenses, including reasonable attorney's fees and costs, incurred by said party in such legal proceedings.

ARTICLE XII

RIGHT TO ENFORCE

The provisions contained in this Revived Declaration shall bind and inure to the benefit of and be enforceable by the Association, or by the Owner or Owners of any portion of said property, their legal representatives, heirs, successors and assigns and failure by the Association, or by the Owner or Owners of any portion of the property or their legal representatives heirs, successors or assigns, to enforce any such covenants, restrictions, reservations, servitudes and easements herein contained shall, in no event, be deemed a waiver of the right to do so thereafter unless otherwise herein provided.

ARTICLE XIII

MEMBERSHIP IN HOMEOWNERS ASSOCIATION

The Owner of each of the Lots subjected to this Revived Declaration shall automatically be a Member of the Estates of Lake Clark Shores Homeowners Association, Inc., a corporation not-for-profit organized under the laws of the State of Florida and such Owner and the parcels of land which he owns shall be subject to the right, privileges, duties, and obligations thereof, and each Lot Owner shall be subject to the Articles of Incorporation and Bylaws of the Association, and to all the rules and regulations adopted by said Association. Such membership in the Association shall not be transferable or assignable except as an incident to the transfer of the ownership or assignment of interest in the property hereby subjected to these protective covenants, restrictions, reservations, servitudes and easements. Notwithstanding anything to the contrary contained in this Declaration, the Bylaws, or Articles of Incorporation, and/or any amendments thereto, beyond the date of adoption of this Amendment Lots may not be owned by a corporation, limited liability company, land trust, or any other similar entity, aside from a revocable living trust set up and utilized by the occupant(s) of the Lot for traditional estate planning purposes.

ARTICLE XIV
POWERS AND DUTIES OF THE CORPORATION AND THE EXERCISE THEREOF

The Association shall have all powers granted to it by law, this Revived Declaration, the Articles of Incorporation and the Bylaws, all of which shall be exercised by its Board unless the exercise thereof is otherwise restricted in this Revived Declaration; the Bylaws or by law; and the aforementioned powers of the association shall include but not be limited to the following:

A. The power to levy and collect general assessments, special assessments and individual assessments.

B. The power to expend monies collected for the purpose of paying the expenses of the Association.

C. The power to purchase equipment, supplies and materials required in the maintenance, repair, replacement, operation and management of Association Property.

D. The power to insure and keep insured the Buildings and improvements of the Association.

E. The power to employ the personnel required for the operation of the Association and Association Property.

F. The power to pay utility bills for utilities serving Association Property.

G. The power to contract for the management of Association Property and to delegate to its contractor as manager, all the powers and duties of the Association, except those things which must be approved by members.

H. The power to make reasonable rules and regulations governing all of the Plat, and to amend them from time to time, and see to it that all members are notified of such changes in the rules and regulations as may be enacted.

I. The power to improve the Association Property subject to the limitations as set forth herein.

J. The power to enforce by any legal means, the provisions of the Articles of Incorporation, the Bylaws, this Revived Declaration and the regulations promulgated by the Association.

K. The power to collect delinquent Assessments by suit or otherwise, and to abate nuisances and enjoin or seek damages from Lot, unit or parcel Owners for violations of the provision of this Revived Declaration and related documents.

L. The power to pay all taxes and assessments which are liens against Association Property.

M. The power to control and regulate residential development within the subdivision and to promote, assist and further adequate and proper maintenance of the subdivision and the Lots, units or parcels therein for the benefit of all Owners therein. This provision shall not be deemed to require the Association to maintain any Lot, unit or parcel individually owned.

N. The power to select depositories for the Association funds, and to determine the manner of receiving, depositing and disbursing Association funds and the form of check and the Person or Persons by whom the same shall be signed, when not signed as otherwise provided by the Bylaws.

O. The power to acquire real and personal property for the benefit and use of its members and to dispose of said property in accordance with this Revived Declaration and related documents.

P. The power to enter into a contract with any person, firm, corporation or real estate management agent of any nature or kind, to provide for the maintenance, operation, repair and upkeep of the Association's property and of any facilities on lease to the Association or otherwise provided for

the Association member's usage. Said contract may provide the total operation of said managing agent, firm or corporation shall be at the cost of the Association. Said contract may further provide that the managing agent shall be paid from time to time a reasonable fee ~~either stated as a fixed fee or as a percentage of the total costs of maintenance, operation, repair and upkeep or of the total funds of the Association handled and managed by the managing agent.~~ Such fee, if any, shall be another of the management function costs to be borne by the Association, unless the contract provided to the contrary.

Q. The power to establish the office of additional officers of this Association and to appoint all officers.

R. The power to possess, employ, and exercise all powers necessary to implement, enforce, and carry into effect the powers above described, including the power to acquire, hold, convey and deal in real and personal property.

ARTICLE XV DISSOLUTION OF THE ASSOCIATION

In the event of dissolution or final liquidation of the Association, the assets, both real and personal of the Association, shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization, to be devoted to purposes as nearly as practicable to the same as those to which they were required to be devoted by the Association. No such disposition of the Association properties shall be effective to divest or diminish any right or title of any Member vested in him under the recorded covenants and deeds applicable to him unless made in accordance with the provisions of such covenants and deeds.

ARTICLE XVI ASSESSMENTS AND LIENS

A. The Board shall fix and determine, from time to time, the sums necessary and adequate for the expenses of the Association.

B. Expenses shall include expenses for the operation, maintenance, repair, replacement, or taxes of Association Property, utilities, cost of carrying out the powers and duties of the Association, all insurance and extended coverage, and any other expenses designated from time to time by the Board. The Board is specifically empowered, on behalf of the Association, to make and collect Assessments. Funds for the payment of expenses shall be assessed against the Lot Owners equally. Special assessments, should such be required by the Board, shall be levied in the same manner as hereinbefore provided for regular Assessments and shall be payable in the manner determined by the Board.

C. The Board shall adopt a budget for each fiscal year that shall include the estimated funds required to defray expenses and to provide and maintain funds to cover current expenses, which shall include all receipts and expenditures within the year for which the budget is made, including a reasonable allowance for contingencies and working funds (except expenditures chargeable to reserves, additional improvements, or operations); betterments, which shall include the funds to be used for capital expenditures, additional improvements or additional property that will be a part of the Association Property; reserves for depreciation; and operations, the amounts of which may be provide working funds or to meet losses.

D. The Board shall have the power to collect Assessments in monthly installments. If a Lot Owner shall be in default in the payment of an installment upon any Assessment, the Board may accelerate the remaining installments for the fiscal year upon notice thereof to the Lot Owner and, thereupon, the unpaid balance of the Assessment shall become due upon the date stated in the notice but not less than fifteen (15) days after delivery of or the mailing of such notice to the Lot Owner.

E. Each of the Lots in the subdivision is hereby made subject to a lien and permanent charge in favor of the Association for annual Assessments or charges, and each Lot hereafter made subject to this Revived Declaration shall automatically be subject to said lien and permanent charge. Any and all of the Assessments or charges, together with interest thereon, if any, shall constitute a permanent charge upon and a continuing lien on the Lot to which such Assessment relates and such permanent charge and lien shall bind such Lot in the hands of any and all persons. Said lien shall be subordinate only to any mortgage given to an Institutional Mortgagee as hereinafter defined.

F. ~~In the event that any Assessment shall not have been paid within thirty (30) days of the due date, the Association or its manager or agent shall send a notice of intent to lien by certified mail to the delinquent member. In the event that any Assessment shall not have been paid within forty-five (45) days of the receipt of said delinquency notice, the Association may be permitted to record a Claim of Lien to be filed with the Clerk of the Circuit Court of Palm Beach County, Florida. When necessary, on receive of payment of a delinquent Assessment, a satisfaction of lien shall be executed and recorded. In the event that any Assessment continues to remain in default for forty-five (45) days after recording a Claim of Lien, then the Association shall pursue its remedies at law or in equity to foreclose its lien in same manner as provided in Chapter 85 and 720 of Florida Statutes. In any proceeding to enforce such lien, the Association shall be entitled to recover its costs of the proceedings and such reasonable attorney's fees as may be determined by the Court.~~

Collection. If any Owner is in default in the payment of any Assessment for more than ten (10) days after same is due, or in the payment of any other monies owed to the Association for a period of more than ten (10) days, the Association may charge such Owner late fees, plus interest at the highest rate permitted by the laws of Florida, on the amount owed to the Association. Such interest shall accrue from the due date of the Assessment, or the monies owed. In the event any Owner fails to pay any Assessment, Special Assessment or other monies due to the Association within fifteen (15) days of the date when due, the Association may take any action deemed necessary in order to collect such Assessments, Special Assessments or monies including, but not limited to, retaining the services of an attorney to collect such Assessments, Special Assessments or monies, initiating legal proceedings for the collection of such Assessments, Special Assessments or monies, recording a claim of lien as hereinafter provided, and foreclosing same in the same fashion as mortgage liens are foreclosed, or any other appropriate action. The Owner shall be liable to the Association for all costs and expenses incurred by the Association incident to the collection of any Assessments, Special Assessment or other monies owed to it, and the enforcement and/or foreclosure of any lien for same, including, but not limited to, reasonable attorneys' fees, and attorneys' fees and costs incurred on the appeal of any lower court decision, reasonable administrative fees of the property management company and the Association, and all sums paid by the Association for taxes and on account of any mortgage lien and encumbrance in order to preserve and protect the Association's lien. The Association shall have the right to bid in the foreclosure sale of any lien foreclosed by it for the payment of any Assessments, Special Assessments or monies owned to it; and if the Association becomes the Owner of any Lot by reason of such foreclosure, it shall offer such Lot for sale within a reasonable time and shall deduct from the proceeds of such sale all Assessments, Special Assessments or monies due it. All payments received by the Association on account of any Assessments, Special Assessments or monies owed to

it by any Owner shall be first applied to payments and expenses incurred by the Association, then to interest, then to any unpaid Assessments, Special Assessments or monies owed to the Association in the inverse order that the same were due.

Lien for Assessment, Special Assessment and Monies Owed to Association. The Association shall have a lien on all property owned by an Owner for any unpaid Assessments (including any Assessments which are accelerated pursuant to this Declaration), Special Assessments or other monies owed to the Association by such Owner, and for interest, reasonable attorneys' fees incurred by the Association incident to the collection of the Assessments, Special Assessments and other monies, or enforcement of the lien, for reasonable administrative fees incurred by the Association, and for all sums advanced and paid by the Association for taxes and on account of superior mortgages, liens or encumbrances in order to protect and preserve the Association's lien. To give public notice of the unpaid Assessment, Special Assessment or other monies owed, the Association may record a Claim of Lien in the Public Records of Palm Beach County, Florida, stating the description of the Lot(s), and name of the Owner, the amount then due, and the due dates. The lien is in effect until all sums secured by it (including sums which became due after the recording of the Claim of Lien) have been fully paid. The Claim of Lien must be signed and acknowledged by an officer or agent of the Association. Upon payment in full of all sums secured by the lien, the person making the payment is entitled to a satisfaction of the lien.

Transfer of a Lot after Assessment. The Association's lien shall not be affected by the sale or transfer of any Lot. In the event of any such sale or transfer, both the new Owner and the prior Owner shall be jointly and severally liable for all Assessments, Special Assessments, interest, and other costs and expenses owed to the Association which are attributable to any Lot purchased by or transferred to such new Owner.

G. Where an Institutional Mortgagee, as defined herein, obtains title to the unit as the result of foreclosure of the mortgage, or as the result of a conveyance in lieu of foreclosure of the mortgage, such Institutional Mortgagee acquirer of title, its successors and assign, shall not be liable for the share of Common Expenses, or Assessments by the Association pertaining to such Lot, or chargeable to the former Owner of such Lot which became due prior to the acquisition of title in the manner above provided, unless the share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. Such unpaid share of Common Expenses or Assessments shall be deemed a Common Expense collectable from all of the Lot Owners, including such acquirer, its successors and assign.

Institutional Mortgagee means a bank, bank holding company or subsidiary thereof, savings and loan association or holding company or subsidiary thereof, insurance company, union pension fund, mortgage company or agency of the Unit States Government or profit sharing plan, holding a first mortgage on a Lot or any portion thereof, which mortgage is recorded in the public records of Palm Beach, County, Florida.

In the event of a foreclosure of such first mortgage by an Institutional Mortgagee, such Institutional Mortgagee first mortgagee taking title to a Lot as a result of being the successful high bidder at a foreclosure sale, or any such first mortgagee acquiring a deed in lieu of foreclosure shall hold title subject to the liability and lien of any Assessment coming due after such foreclosure sale as well as and in addition to the "safe harbor" payment as set forth in Fla. Stat. §720.3085(2)(c), as amended. Furthermore, any third-party purchaser at any such mortgage foreclosure sale, not including and aside from any such Institutional Mortgagee, shall take title to a Lot subject to all outstanding unpaid

Assessments due the Association including without limitation those unpaid Assessments accruing prior to the mortgage foreclosure sale subject to any applicable statute of limitations as pertaining to the collection of such unpaid Assessments.

H. Only as involving all new Owners who take title to a Lot subsequent to the adoption of this Amendment, at the time of closing and conveyance of title of a Lot the new Owner of a Lot shall pay to the Association a contribution to a working capital fund of the Association an amount equal to two (2) months of the yearly Assessments for Common Expenses chargeable to such Lot as a one-time capital contribution to the Association, which shall be in addition to the Owner's responsibility as involving regular and special assessment obligations as such comes due. The working capital contribution shall be used by the Association as the Association shall determine from time to time and need not be restricted nor accumulated. For purposes of this Section the term "conveyance of title" shall mean the transfer of the record legal title of a Lot by deed or other means of title conveyance, with or without valuable consideration and shall also refer to a transfer of possession and beneficial owners by means of agreement for deed. Notwithstanding the foregoing, however, the following conveyances shall be exempt from payment of this working capital contribution: (a) an intra-family conveyance made by a Lot Owner to one or more of his or her immediate family members, which immediate family members shall be defined as such Owner's parents, children, grandchildren, siblings or spouse; (b) any conveyance between one co-Lot Owner to another co-Lot Owner; (c) any conveyance to a trustee or the Lot Owner's spouse without a change in occupancy, solely for estate planning or tax purposes; and (d) conveyance of title pursuant to a final judgment of foreclosure or deed in lieu of foreclosure.

ARTICLE XVII **ARBITRATION**

~~Any dispute hereunder shall be submitted to arbitration under the rules of the American Arbitration Association or its successor in effect at the time a demand for arbitration is made. Any decision in arbitration may be filed in the Circuit Court Clerk's Office of Palm Beach County, Florida as a judgment, and shall be exclusive, final and binding on the parties to the arbitration.~~

ARTICLE XVIII **RIGHTS AFFORDED UNIT OWNERS AND MORTGAGEES**

A. Availability of Documents. The Association shall be required to make available to unit Owners and lenders, and to holders, insurers or guarantors of any first mortgage current copies of the Revived Declaration, Bylaws, other rules concerning the project and the books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

B. Notice of Action. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the unit estate number or address, any such eligible mortgage holder or eligible insurer or guarantor will be entitled to timely written notice of:

1. Any condemnation, loss, or any casualty loss which affect a material portion of the Subdivision or any unit on which there is a first mortgage held, insured, or guaranteed by such eligible mortgage holder or eligible insurer or guarantor, as applicable;
2. Any delinquency in the payment of Assessments or charges owed by an Owner of a unit subject to a first mortgage held, insured, or guaranteed by such eligible holder or eligible insurer or grantor, which remains uncured for a period of sixty (60) days;

3. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

C. Rights of Mortgagee. A first mortgagee, upon request, is entitled to written notification from the Association of any default in the performance by the individual Lot Owner of any obligation under the Revived Declaration which is not cured within sixty (60) days. In addition, first mortgagees of units may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any common property and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such common property and first mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

ARTICLE XIX **CARE OF COMMON AREAS**

The care, maintenance, repair and replacement of the Common Area including but not limited to the water management tracts and recreational facilities are the responsibility of the Association and shall be a common expense. The town of Lake Clarke Shores shall not be responsible for such items of responsibility or the cost thereof.

ARTICLE XX **HEADINGS AND PARAGRAPHS**

The headings of the paragraphs are inserted only as a matter of convenience and for reference, and in no way are, or are they intended to be, part of the Revived Declaration, or in any way define, limit or describe the scope of intent of the particular Section or paragraph to which they refer.

ARTICLE XXI **THE VARIOUS PARTS OF THIS DECLARATION ARE SEVERABLE**

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

B. In the event any court shall hereafter determine that any provisions as originally drafted herein violate the rule against perpetuities, the period specified in this Revived Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rules of law.

ARTICLE XXII **EASEMENTS AND PROPERTY RIGHTS IN THE COMMON PROPERTY**

Easement Grants: The following easements are hereby granted and/or reserved over, across and through the Property.

a) Easements for the installation and maintenance of utilities are granted as shown on the recorded subdivision plats of the Property. Within these easement areas, no structure, planting or other material, (other than sod) which may interfere with the installation and maintenance of underground utility facilities, shall be placed or permitted to remain, unless

such structure, planting or other material was installed by the Association and/or approved by the Association. The Association (or such other entity as is indicated on the plats) is hereby granted access to all easements within which such underground facilities are located for the purpose of operation, maintenance and replacement thereof.

b) Easements for the installation and maintenance of water management and/or drainage facilities are granted to the Association, and/or other entities as shown on the recorded subdivision plats of the Property. Within these easement areas, no structure, planting or other material, (other than sod) which may interfere with such installation and maintenance, or which may obstruct or retard the flow of water through drainage channels shall be placed or permitted to remain unless such structure, planting or other material was installed by the Association and/or approved by the Association. The Association (and any other entity indicated on the plats) shall have access to all such drainage easements for the purpose of operation and maintenance thereof. The Association shall have the right to contract for the maintenance of the water management and/or drainage facilities with an established water management or water control district, or with any other party.

c) The Common Area is hereby declared to be subject to a perpetual nonexclusive easement in favor of the Association, employees and agents of the Association, and of any management entity contracted by the Association, in order that such employees, agents and management entity may carry out their duties.

d) Easements are hereby reserved throughout the Property by the Association for its use and the use of its agents, employees, licensees and invitees, for all purposes in connection with the maintenance of the Property.