

PROPOSED AMENDMENTS TO THE
REVIVED DECLARATION OF COVENANTS, RESTRICTIONS, SERVITUDES, AND
EASEMENTS OF THE ESTATES OF LAKE CLARK SHORES
and
PROPOSED AMENDMENTS TO THE REVIVED BYLAWS of
THE ESTATES OF LAKE CLARK SHORES HOMEOWNERS ASSOCIATION, INC.

The original Declaration of Covenants, Restrictions, Servitudes, and Easements and the Bylaws of The Estates of Lake Clark Shores, Inc. a Florida not for profit corporation (hereinafter the "Association") was recorded at Official Records Book 3964 Page 0637, et. seq. of the Public Records of Palm Beach County, Florida, as thereafter amended and revived Declaration and Bylaws were recorded at Official Records Book 29217 Page 0001, et. seq. of the Public Records of Palm Beach County, Florida. That certain original Declaration, and all amendments thereto, and revived Declaration are hereby collectively referred to as the "Declaration".

WHEREAS, the Association, through a vote of its members, desires to amend the Declaration and the Bylaws of the Association to provide for the preservation of the values and amenities thus established.

WHEREAS, pursuant to Florida Statutes §720, et. seq. the Association hereby amends the Declaration and Bylaws thereto:

WHEREAS, The Declaration and Bylaws shall be amended as follows (Additions indicated by "underlining"; deletions by "~~strikethrough~~" and are numerically categorized by general topic). To the extent an Article or a Section is not referenced herein, such Article and/or Section are unaltered by virtue of this Amendment to the Declaration and Bylaws with the exception of sequencing of lettered and/or numbered paragraphs:

DECLARATION OF COVENANTS, RESTRICTIONS, SERVITUDES, AND EASEMENTS
OF THE ESTATES OF LAKE CLARK SHORES

Item 1:

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.

Item 2:

ARTICLE III
USES PROHIBITED AND PERMITTED

[newly included subsection T.]

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 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 form the Owner just like all other Special Assessments imposed by the Association against an Owner. Absolutely no sub-leasing shall be permitted.

Item 3:

ARTICLE VI
AREA IMPROVEMENT AND CONSTRUCTION MATERIALS OFF SITE PARKING

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.

Item 4:

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.

Item 5:

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.

Item 6:

ARTICLE XIV

POWER AND DUTIES OF THE CORPORATION AND THE EXERCISE THEREOF

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.

Item 7:

ARTICLE XVI

ASSESSMENTS AND LIEN

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 United 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.

Item 8:

ARTICLE XVI
ASSESSMENTS AND LIEN

~~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.

Item 9:

ARTICLE XVI
ASSESSMENTS AND LIEN

[newly included subsection H.]

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.

Item 10:

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.~~

Item 11:

[newly included 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.

BYLAWS of
THE ESTATES OF LAKE CLARK SHORES HOMEOWNERS ASSOCIATION, INC.

Item 1:

ARTICLE II
MEMBER'S 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 by the in the Notice of Annual Meeting.~~

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 Association's 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.

Item 2:

ARTICLE III
DIRECTORS

B. Election of the 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 Directors 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.

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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.

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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.~~

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

Item 3:

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.

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.~~

Item 4:

ARTICLE VI
FISCAL MANAGEMENT

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.

Item 5:

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

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.

Item 6:

ARTICLE XV
AMENDMENT OF BYLAWS

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 made by:

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

[signatures, witnesses and notary on following page]

IN WITNESS WHEREOF, The Estates of Lake Clark Shores, Inc., has caused this instrument to be executed in its name as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

The Estates of Lake Clark Shores, Inc.

By: _____

Print Name: _____

Print: _____

Title: _____

Print Name: _____

Dated; _____

STATE OF FLORIDA

)

)ss:

COUNTY OF PALM BEACH

)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared _____, to me known to be the persons described in or who have produced _____ as identification and by way of physical presence [] or online notarization [] who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2024.

Notary Public

Sign: _____

My Commission Expires:

Print: _____