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Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0691 - 740; (50pgs)

This instrument was prepared by:
KENNETH S. DIREKTOR, ESQ.
Becker & Poliakoff, P.A.
625 North Flagler Drive – 7th Floor
West Palm Beach, FL 33401
(W-C 112)

**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS FOR
FOX CHASE
AND THE ARTICLES OF INCORPORATION AND BY-LAWS FOR
FOX CHASE PROPERTY OWNERS ASSOCIATION, INC.**

WHEREAS, the **Declaration of Covenants and Restrictions for Foxe Chase** has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book 3156 at Page 1169; and

WHEREAS, the Articles of Incorporation and By-Laws for Foxe Chase Property Owners Association, Inc. are attached as an exhibit thereto; and

WHEREAS, at a duly called and noticed meeting of the membership of **Foxe Chase Property Owners Association, Inc.**, a Florida not-for-profit corporation, held **January 12, 2011**, the aforementioned Declaration of Covenants and Restrictions, Articles of Incorporation and By-Laws were amended pursuant to the provisions of said Declaration of Covenants and Restrictions, Articles of Incorporation and By-Laws.

NOW, THEREFORE, the undersigned hereby certify that the following Amended and Restated Declaration of Covenants and Restrictions, Amended and Restated Articles of Incorporation, and Amended and Restated By-Laws are a true and correct copy of the Amended and Restated Declaration of Covenants and Restrictions, Amended and Restated Articles of Incorporation and Amended and Restated By-Laws adopted by the membership at the above-referenced meeting of the membership of the Association, and that the attached Amended and Restated Declaration of Covenants and Restrictions, Amended and Restated Articles of Incorporation and Amended and Restated By-Laws replace the original Declaration of Covenants and Restrictions and the original Articles of Incorporation and By-Laws recorded on the date and at the official records book and page identified above, and any amendments thereto. All of the exhibits to the original recorded Declaration of Condominium, Articles of Incorporation and By-Laws which are otherwise referenced in or attached to the attached Amended and Restated Declaration of Covenants and Restrictions, Amended and Restated Articles of Incorporation and

Amended and Restated By-Laws remain intact and unchanged and are hereby incorporated by reference herein as if attached hereto and made a part hereof.

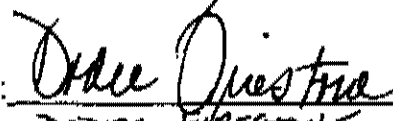
**SEE ATTACHED
AMENDED AND RESTATED DECLARATION OF
COVENANTS AND RESTRICTIONS FOR
FOX CHASE
AND
AMENDED AND RESTATED ARTICLES OF INCORPORATION AND AMENDED AND
RESTATED BY-LAWS OF
FOX CHASE PROPERTY OWNERS ASSOCIATION, INC.**

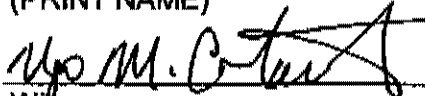
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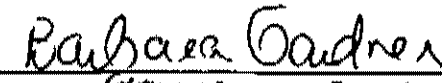
WITNESS my signature hereto this 2nd day of February, 2011, at Delray Beach, Palm Beach County, Florida.

**FOX CHASE PROPERTY OWNERS
ASSOCIATION, INC.**


Witness
Mark L. Gardner
(PRINT NAME)

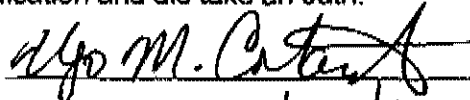
By: 
DODEE FIRESTONE President


Witness
Ugo M. Costantino
(PRINT NAME)

Attest 
BARBARA GARDNER Secretary

STATE OF FLORIDA :
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 2nd day of February, 2011, by Dodee Firestone and Barbara Gardner, as President and Secretary, respectively, of Foxe Chase Property Owners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced EDL & Pers. Known as identification and did take an oath.

 (Signature)

Ugo M. Costantino (Print Name)
Notary Public, State of Florida at Large

ACTIVE: 3212651_1



UGO M. COSTANTINO
MY COMMISSION # EE 040290
EXPIRES: December 6, 2014
Bonded thru Budget Notary Services

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**AMENDED AND RESTATED
DECLARATION OF COVENANTS AND
RESTRICTIONS FOR FOXE CHASE**

(Substantial rewording of Declaration of Covenants and Restrictions –
See current Declaration for Current Text)

THIS DECLARATION, which declared that the real property described in ARTICLE II, Section 1. below (the "Property") shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes hereinafter referred to as "Covenants and Restrictions") hereinafter set forth, as well as any amendments or additions hereto, is hereby amended and restated to provide as follows:

**ARTICLE I
DEFINITIONS**

The following words, when used in this Declaration (unless the context shall prohibit), shall have the following meanings:

A. "Association" shall mean and refer to FOXE CHASE PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation not for profit. This is the Declaration of Covenants and Restrictions to which the Articles of Incorporation (the "Articles") and Bylaws (the "Bylaws") of the Association make reference. Copies of the Articles and Bylaws are attached hereto, and made a part hereof, as Exhibits A and B respectively.

B. "Lot" shall mean and refer to any lot shown on the plat of FOXE CHASE as recorded in Plat Book 38, Pages 1 and 2, of the Public records of Palm Beach County, Florida, together with any and all improvements thereon, on which a residential structure is to be constructed whether or not one has been constructed. There are forty-three (43) lots in FOXE CHASE and they are consecutively numbered 1 through 43 inclusive on said plat. Lot shall exclude the common areas as defined in Paragraph D below.

C. "Owner" shall mean and refer to the record owners, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers (but not contract purchasers).

D. "Common Area" shall mean and refer to all of the real property located within FOXE CHASE, but situated outside of the Lots, owned by the Association, its successors or assigns, or in which the Association, its successors and assigns maintains an interest, including, without limitation, a right of use, for the common use

and enjoyment of the members of the Association. Said property shall include, but not be limited to, all private roads and bridges, recreational tracts and easement areas, except for easement areas crossing a lot. "Common Area" shall include Tracts A, B and C as shown on said plat of FOXE CHASE. "Common Area" shall also include lakes.

E. "Common Expense" shall mean the expenses of administration and management of the Property, the expenses of maintenance, operation, protection, repair and replacement of the Common Area, as well as any other portion of the Property for which the Association is responsible or authorized to maintain, repair or replace, all expenses declared Common Expense by the provisions of this Declaration, or the Articles of Incorporation or By-Laws, any valid charge against the Association or against the Common Area, the costs of carrying out the powers and duties of the Association, and all expenses properly incurred by the Association in the performance of its duties. Common Expense shall also include the cost of communication services, as defined in Chapter 202, Florida Statutes, as the same may be amended from time to time.

F. The "Property" shall mean and refer to all properties platted as FOXE CHASE and described in Article II, Section 1, of this Declaration.

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION ADDITIONS THERETO, DELETIONS THEREFROM

Section 1. Legal Description. The real property which is and shall be held, transferred, sold or conveyed and occupied subject to this Declaration is located in Palm Beach County, Florida, and comprises all the parcels, platted or unplatted, within or upon the property legally described as:

The East 1182 feet of West Half (W ½) of Northeast Quarter (NE ¼) of Section 25, Township 46 South, Range 42 East, Palm Beach County, Florida, lying South of the South R. W. line of Germantown Road, a/k/a FOXE CHASE DEVELOPMENT CORPORATION, according to the Plat thereof as recorded in Plat Book 38, Pages 1 and 2, Public Records of Palm Beach County, Florida.

ARTICLE III PROPERTY RIGHTS

Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following:

A. The right of the Association to take such steps as are reasonably necessary to protect the above-described Properties against foreclosure;

B. All provisions of this Declaration, any plat of all or any part or parts of the Property, and the Articles and Bylaws of the Association;

C. Rules and regulations governing use and enjoyment of the Common Area adopted by the Association;

D. Restrictions contained on any and all plats of all or any part of the Common Area or filed separately with respect to all or any part or parts of the Property; and

E. Obligations and restrictions imposed by governmental authority.

ARTICLE IV MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record fee simple Owner of a Lot shall be a member of the Association, provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot which is subject to assessment. The voting rights of the members are set forth in the Articles of Incorporation.

ARTICLE V COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Liability for Assessments. A Lot Owner, regardless of how title is acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, shall be liable for all assessments and other charges coming due while that person is the Lot Owner. Except as provided in Section 9 below, the Lot Owner shall also be jointly and severally liable with the previous Owner for all unpaid assessments and other charges that came due up to the time of the transfer of title. This liability is without prejudice to any right the Owner may have to recover from the previous Owner the amounts paid by the Owner. The person acquiring title shall pay the amount owed to the Association within thirty (30) days after transfer of title. Failure to pay the full amount when due shall entitle the Association to record a claim of lien against the Lot and proceed in the same manner as provided herein and in the Act, as amended from time to time, for the collection of unpaid assessments. The liability for assessments may not be avoided by waiver of the use or enjoyment of any Common Areas or by the abandonment of the Lot for which the assessments are made or otherwise.

Section 2. Purpose of Annual Maintenance Assessments. The annual maintenance assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, common maintenance and general welfare of the residents in FOXE CHASE and particularly with respect to, but not limited to, costs for street lighting, bulk rate master antenna or cable television service (to the extent, if any, obtained by the Association for the members thereof), maintaining the Common Area, maintaining security guards (if any, as determined by the Board of Directors) and guard house, landscaping, constructing, reconstructing, repairing and maintaining the Common Area and all improvements thereon and thereto as well as any easement in favor of the Association, including, but not limited to, the cost of taxes, insurance, labor, salaries, uniforms, equipment, security equipment, materials, management, maintenance and supervision as well as for such other purposes, including the payment of any lawful debt of the Association, as are permissible activities of, and undertaken by and with the common interests of, the Association, hereinafter referred to as the "annual maintenance budget".

Section 3. Uniform Rate of Assessment. All regular and special assessments shall be at a uniform rate for each Lot in FOXE CHASE.

Section 4. Special Assessments. In addition to any annual maintenance assessments, the Association may levy special assessments for the purpose of defraying, in whole or in part, unexpected or unanticipated or unbudgeted expenses, or expenses for which the budget or funds of the Association are insufficient, as approved by the Board of Directors, provided that any such assessments for substantial alterations or improvements to the Common Area not reasonably necessary for the maintenance, repair or protection of the Common Area or protection of the Lots and improvements thereon, or for the health, safety or protection of the Lot Owners or residents of the dwellings in FOXE CHASE as determined by the Board of Directors, shall have the assent of at least fifty-one percent (51%) of the members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least ten (10) days in advance and shall set forth the purpose of the meeting. Substantial alterations or improvements shall be considered to be any alteration or improvement not reasonably necessary for the maintenance, repair or protection of the Common Area or protection of the Lots and improvements thereon, or for the health, safety or protection of the Lot Owners or residents of the dwellings in FOXE CHASE and which will involve an expenditure in excess of twenty-five percent (25%) of the annual maintenance budget in effect at the time such special assessment is levied. Any special assessments that are authorized and levied as herein provided shall be due and payable on such terms as may be set by the Board of Directors or, if the Board does not specify any payment terms, within thirty (30) days of the date of the Board or membership meeting at which such assessments are authorized and levied, and will be considered delinquent if not paid within fifteen (15) days of the due date.

Section 5. Date of Commencement of Annual Assessments; Due Date.

The assessments for which provision is herein made shall commence on the date or dates (which shall be the first day of a month) fixed by the Board of Directors to be the date of commencement; and shall be considered delinquent fifteen days thereafter; provided that assessments shall be made in accordance with the provisions of Section 2 herein. Assessments shall be payable in advance in monthly, quarterly, semi-annual or annual installments, as determined by the Board of Directors.

Section 6. Duties of the Board of Directors. The Board of Directors shall fix the date of commencement, the installments, and the amount of, the annual maintenance assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period. Written notice of the annual maintenance assessment shall be sent to every Owner subject thereto not later than fifteen (15) days after fixing the date of commencement thereof.

The Association shall, upon demand at any time, furnish to any Owner liable for an assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 7. Effect of Non-Payment of Assessment: the Lien, the Personal Obligation, Remedies of Association. If any assessment, or installment thereof, is not paid on the date when due, such assessment shall then become delinquent fifteen days thereafter and shall, together with interest thereon and any late fees as set forth below and the cost of collection thereof, including attorney's fees, become a continuing lien on the Lot(s) in the hands of the Owner(s), his heirs, devisees, personal representatives and assigns, and shall also be the continuing personal obligation of the Owner(s) against whom the assessment is levied.

If the assessment, or installment thereof, is not paid within fifteen (15) days after the due date, which date shall be set by the Board of Directors as aforesaid, the assessment shall bear interest from the due date at the highest rate allowed by law (as amended from time to time) per annum, and the Board of Directors may impose a late fee at the greatest amount allowed by law from time to time, for each assessment or installment thereof which is delinquent, and the Association may, at any time thereafter, bring an action to foreclose the lien against the Lot(s) in like manner as a foreclosure of a mortgage on real property, and/or a suit on the personal obligation against the Owner(s), and there shall be added to the amount of such assessments all costs incurred by the Association in collection and preparing, filing and pursuing the action to its conclusion (including a reasonable attorney's fee), and in the event a judgment is obtained, such judgment shall include all costs incurred in collection and interest on the assessment and any late fees or charges as above provided and a reasonable attorney's fee, including attorneys' fees incurred before and after instituting litigation, and including appellate litigation, if any, to be fixed by the Court, together with the costs of

the action. In the event any installment of the annual maintenance assessment or any special assessment is delinquent, the Association, upon fifteen (15) days written notice to the delinquent owner, may accelerate the balance of such assessment for the remainder of the fiscal year such that such balance is immediately due and owing. The Association's lien shall secure all accelerated assessments, in addition to all interest, late fees or charges, attorneys' fees and costs of collection.

Section 8. Recording and Priority of Lien. The Association has a lien on all Lots for all charges provided for herein below. The Lien of the Association shall have such priority as is provided for in Chapter 720, Florida Statutes, as the same may be amended from time to time. To be valid, the Association's claim of lien shall state the description of the Lot encumbered thereby, the name of the record owner, the name and address of the Association, the amount of the assessment due, and the date when due, and shall continue in effect until all sums secured thereby shall have been fully paid. Such claims of lien shall include all assessments which are due and payable when the claim of lien is recorded, plus interest, costs, late fees or charges, attorney's fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided, and shall secure all assessments coming due or accruing and unpaid after the lien is recorded, plus interest, costs, late fees or charges and attorneys' fees incurred by the Association incidental to the collection process. Such claim of lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record.

Section 9. First Mortgagee. A First Mortgagee acquiring title to a Lot as a result of foreclosure of its first mortgage, or by deed in lieu of foreclosure, may not, during the period of its ownership of such parcel, whether or not such parcel is unoccupied, be excused from the payment of some or all of the Common Expenses coming due during the period of such ownership. In addition, the First Mortgagee is liable for the share of Common Expenses or assessments or other charges imposed by the Association pertaining to such Lot which became due prior to acquisition of title as a result of the foreclosure or the acceptance of such deed; provided, however, the First Mortgagee's liability may be limited to the maximum amount set forth in the Chapter 720, Florida Statutes, as same may be amended from time to time. If any unpaid share of Common Expenses or assessments or other charges is extinguished by foreclosure of a superior lien or by a deed in lieu of foreclosure thereof, the unpaid share of Common Expenses or assessments are Common Expenses collectible from all of the Lot Owners, including such acquirer, and such acquirer's successors and assigns.

Section 10. Assignment of Rents. The Association is hereby granted a lien against any rents derived from the Lot which shall have the same priority as the Association's lien for unpaid assessments against the Lot. Except to the extent limited by the Chapter 720, Florida Statutes, as the same may be amended from time to time, the lien on any rentals derived from the Lot shall be enforceable by the delivery of written notice to the Owner and the tenant demanding the payment of the rents, provided,

however, that no such demand may be made unless and until the Owner is delinquent in the payment of any assessment or other charge due and payable to the Association by the Lot Owner under this Declaration.

Section 11. Effect of Transfer. When the owner of any Lot proposes to lease, sell or mortgage the same, the Association, upon written request of the owner of such Lot, shall furnish to the proposed lessee, purchaser or mortgagee, within ten (10) days of receipt of a written request, a statement verifying the status of payment of any assessment which shall be due and payable to the Association by the owner of such Lot. Such statement shall be executed by any officer of the Association and any lessee, purchaser or mortgagee may rely upon such statement in concluding the proposed lease, purchase or mortgage transaction, and the Association shall be bound by such statement.

In the event that a Lot is to be leased, sold or mortgaged at the time when payment of any assessment against the Lot due to the Association shall be in default (whether or not a claim of lien has been recorded by the Association) then the rent, proceeds of such sale or mortgage proceeds, as the case may be, shall be applied by the lessee, purchaser or mortgagee first to payment of any then delinquent assessment or installment thereof due to the Association before payment of the balance of such rent, proceeds of sale or mortgage to the owner of the Lot responsible for payment of such delinquent assessment.

In any conveyance of a Lot, the grantee shall be jointly and severally liable with the grantor of all unpaid assessments against the grantor made prior to the time of such conveyance, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee. Payments made to the Association shall be applied as provided by Chapter 720, Florida Statutes, as amended or renumbered from time to time.

Institution of a suit at law to attempt to effect collection of the payment of any delinquent assessment shall not be deemed to be an election by the Association which shall prevent its thereafter seeking enforcement of the collection of any sums remaining owing to it by foreclosure, nor shall proceeding by foreclosure to attempt to effect such collection be deemed to be an election precluding the institution of suit at law to attempt to effect collection of any sum then remaining owing to it. If the Lot Owner remains in possession of the Lot after a foreclosure judgment has been entered, the court may require the Lot Owner to pay a reasonable rent for the Lot. If the Lot is rented or leased during the pendency of the foreclosure action, the Association is entitled to the appointment of a receiver to collect the rent. The expense of the receiver must be paid by the party who does not prevail in the foreclosure action. The Association may purchase the Lot at the foreclosure sale and hold, lease, mortgage or convey the Lot.

Section 12. Exempt Property. The Board of Directors shall have the right to exempt any of the Property subject to this Declaration from the assessments, charge and lien created herein provided that such part of the Property exempted is used (and as long as it is used) for any of the following purposes:

- a. Any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;
- b. All Common Area as defined in Article I hereof;
- c. Any of the Property exempted from ad valorem taxation by the laws of the State of Florida, to the extent agreed to by the Association.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling or related use shall be exempt from said assessments, charges or liens.

ARTICLE VI EXTERIOR MAINTENANCE ASSESSMENT

Section 1. Exterior Maintenance. In addition to maintenance upon the Common Area, the Association may, as determined by the Board, provide upon any Lot requiring same, when necessary in the opinion of the Board of Directors of the Association to preserve the beauty, quality and value of the neighborhood, maintenance, including, but not limited to, paint, roof repair and replacement, repair and replacement of gutters and/or downspouts, maintenance and repair of exterior building surfaces, and yard and/or swale cleanup and/or maintenance. In addition to performing the aforementioned exterior maintenance, the Association may, as determined by the Board of Directors, enter upon any Lot and perform such remedial work as may be necessary in the discretion of the Board of Directors to bring the Lot into compliance with the requirements of this Declaration, including, but not limited to, the requirements of the Architectural Review Board and the use restrictions set forth in Articles VII and VIII of this Declaration, respectively.

Section 2. Assessment of Costs. The cost of such exterior maintenance or remedial work referred to in Section 1 of this Article VI shall be assessed against the Lot or Lots upon which such maintenance is performed, or in the opinion of the Board of Directors of the Association, against the Lot or Lots benefiting from same. The assessment shall be apportioned among the Lots involved in the manner determined to be appropriate by the Board of Directors of the Association. If no allocation is made, the assessment shall be uniformly assessed against all of the Lots in the affected area. The Board of Directors may add a management or handling fee of up to twenty percent (20%) to the exterior maintenance assessment in order to compensate for the cost and efforts expended in providing the management of the maintenance deemed necessary by the Board of Directors. The Association's actual expenses for providing exterior

maintenance and the twenty percent (20%) management or handling fee provided for hereinabove shall be treated as an individual assessment against the Lot in question and the Owner of such Lot and shall be enforceable in the same manner as any other assessment under Article V of this Declaration, including, but not limited to, by recordation and foreclosure of a Claim of Lien. The exterior maintenance assessments shall not be considered a part of the annual or special assessments and shall be in addition thereto. Any exterior maintenance assessment shall be a lien on the Lot and the personal obligation of the record Owner and shall become due and payable in all respects on such a date as is established upon determination of the Board of Directors. In the event such assessment is not paid within fifteen (15) days of its due date, the Association shall have a lien for such assessment and shall be entitled to bring action to collect and enforce such lien, as well as for all costs and attorney's fee incurred in the collection thereof as provided for liens of the other assessments of the Association, and such lien shall be subordinate to first mortgage liens to the extent provided by Section 9 of Article V hereinabove. Assessments and installments on assessments that are not paid when due bear interest from the due date until paid at the highest rate allowed by law, as amended from time to time, and the Board may also charge or impose late fees of an amount not to exceed the maximum amount allowed by law from time to time.

Section 3. Access at Reasonable Hours. The Association shall have the irrevocable right of access to each Lot and the exterior improvements thereon from time to time during reasonable hours when necessary for inspection, maintenance, repair or replacement of any Common Area, for any portion of the Lot to be maintained by the Association, at any time as necessary to prevent damage to the Lot, the neighboring Lots or the Common Area, and as necessary to perform maintenance which is the responsibility of the Owner hereunder. For the purpose of performing the maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after ten (10) days' written notice to the Owner, to enter upon any Lot or the exterior of any improvements thereon at reasonable hours of any day, except Sunday or designated holidays, except in the event of an emergency in which event no prior notice shall be required.

ARTICLE VII ARCHITECTURAL CONTROL

Section 1. Necessity of Architectural Review and Approval. No improvement or structure or a material change to any existing improvement or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, landscaping, landscape device or object, lighting fixture or other improvement shall be commenced, erected, placed or maintained upon any Lot, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same shall have been submitted to, and approved in writing by, the Association. All plans and specifications shall be evaluated as to

harmony of external design and location in relation to surrounding structures and topography and as to conformance with the Architectural Planning Criteria of the Association, a copy of which is attached hereto as Exhibit C, and which by reference are made a part hereof as if fully set forth herein verbatim and as the same may from time to time be amended. The Association is empowered to impose the guidelines set forth in this Declaration and in such rules and regulations as may be made and amended from time to time by the Board of Directors with regard to the location, size, type or appearance of any structure or other improvement on a Lot, or to enforce standards for the external appearance of an structure or improvement located on a Lot. The Association is also empowered, through the Board of Directors, to adopt architectural planning criteria which may address, without limitation, the process for the submission and approval of plans, the process for appeal of any Architectural Review Board decision, the establishment of requirements for security deposits, requirements for Owner contractors, inspections, and additional specific architectural requirements in addition to the requirements of this Declaration.

Section 2. Architectural Review Board. The architectural review and control functions of the Association shall be administered and performed by the Architectural Review Board (the "ARB"), which shall consist of an odd number of five (5) or more members, as determined by the Board of Directors from time to time, who need not be members of the Association. All members of the ARB shall be appointed by, and shall serve at the pleasure of, the Board of Directors of the Association. The Board shall make a good faith effort to appoint at least one (1) architect or building contractor to the ARB. A majority of the ARB shall constitute a quorum to transact business at any meeting of the ARB, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARB. Any vacancy occurring on the ARB because of death, resignation, or other termination of service of any member thereof, shall be filled by the Board of Directors. Regular meetings of the ARB shall be held thirty (30) minutes prior to any scheduled Board meetings if there are items or issues to be addressed by the ARB as determined by the ARB or by special request of a Lot Owner, or such other times as the ARB may reasonably determine is necessary upon providing public notice of such meeting at least two (2) days in advance of the meeting.

Section 3. Powers and Duties of the ARB. The ARB shall have the following powers and duties:

a. To recommend, from time to time, to the Board of Directors of the Association modifications and/or amendments to the Architectural Planning Criteria. Any modification or amendment to the Architectural Planning Criteria shall be consistent with the provisions of this Declaration, and shall not be effective until adopted by a majority of the members of the Board of Directors of the Association at a meeting duly called and noticed and at which a quorum is present and voting. Notice of any modification or amendment to the Architectural Planning Criteria, including a verbatim

copy of such change or modification, shall be delivered to each member of the Association; provided that, the delivery to each member of the Association of notice and a copy of any modification or amendment to the Architectural Planning Criteria shall not constitute a condition precedent to the effectiveness or validity of such change or modification.

b. To require submission to the ARB of two (2) complete sets of all plans and specifications for any improvement or structure of any kind, including without limitation, any building, fence, wall, swimming pool, tennis court, enclosure, sewer, drain, disposal system, decorative building, landscaping, landscape device or object, lighting fixture or other improvement, the construction, erection, performance or placement of which is proposed upon any Lot in Foxe Chase, and two (2) complete sets of the drainage plan, tree survey, color plan and materials designation plan for such improvement or structure. The ARB may also require submission of samples of building materials proposed for use on any Lot, and may require such additional information as reasonably may be necessary for the ARB to evaluate completely the proposed structure or improvement in accordance with this Declaration and the Architectural Planning Criteria.

c. To approve or disapprove any improvements or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, landscaping, landscape device or object, lighting fixture or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot in Foxe Chase and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon including, without limitation, any change of color(s) or material(s). All decisions of the ARB shall be submitted in writing to the Board of Directors of the Association, and evidence thereof may be made by a certificate, in recordable form, executed under seal by the President or any Vice-President of the Association. Any party aggrieved by a decision of the ARB shall have the right to make a written request to the Board of Directors of the Association, within thirty (30) days of such decision, for a review thereof. The determination of the Board upon reviewing any such decision shall in all events be dispositive.

d. To adopt a schedule of reasonable fees for processing requests for ARB approval of proposed improvements. Such fees, if any, shall be payable to the Association at the time that plans and specifications are submitted to the ARB.

ARTICLE VIII RESTRICTIONS

Section 1. Residential Use; Modification of Lots. Except as otherwise provided herein, the Property subject to these Covenants and Restrictions, may be used

for residential living units and for no other purpose with the exception of the Common Area. No business or commercial building may be erected on any Lot and no business may be conducted on any part thereof except for home offices within residential living units in compliance with applicable law which do not involve servicing or meeting any customers, clients, patrons, patients or otherwise at the Lot or within the Property and which do not cause or generate any traffic or noise or materially impair the use of the dwelling as a residential living unit. No sign or logo identifying or advertising any home office or other commercial or business purpose or operation may be visibly displayed on any Lot or the Common Area nor on or within any vehicle within the Property. No building or other improvement shall be erected upon any Lot without prior ARB approval thereof as elsewhere herein provided. No Lot shall be divided, subdivided, or reduced in size without the prior written approval of the ARB (which shall have sole and absolute discretion to arbitrarily refuse same) and unless each divided or subdivided portion thereof is consolidated with one or more contiguous Lots under one ownership. In the event of the division or subdivision of any Lot(s) as aforesaid, the obligation for Association expenses attributable to the divided or subdivided Lot(s) shall be and become proportionately attributable and chargeable to the contiguous Lot(s), and the Owner(s) thereof, to and with which all or portions of the divided or subdivided Lot(s) become consolidated. In the event that one or more Lots are developed as a unit, the provisions of these Covenants and restrictions shall apply thereto as a single parcel, except that in no event shall the owner of any Lot be relieved from its share of costs, charges and assessments as established by the Board of Directors of the Association, which shall be computed as if the Lots were not treated as a single parcel. No dwelling or other structure or improvement shall be erected, altered, placed or permitted to remain on any site not including at least one (1) full platted Lot according to the recorded Plat of FOXE CHASE.

Section 2. No Temporary Buildings. No tents, trailers, shacks, tanks or temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot without the prior written consent of the Board of Directors of the Association and if such permission or consent is granted, it may be subject to such conditions or requirements as the Board may determine with respect to the size, location and duration the subject item may remain on the Lot.

Section 3. Antennae. Aerials or antennae may only be placed or erected upon any Lot, or affixed in any manner to the exterior of any building in FOXE CHASE with the prior written approval of the Board of Directors and the Board may adopt rules, regulations or policies with respect to the installation of aerials and antennas in compliance with applicable laws, ordinances or regulations.

Section 4. Boats and Motor Vehicles. No boats, recreational vehicles or other motor vehicles, except four-wheel passenger automobiles, sport utility vehicles and non-commercial vans (vans with rear seats and windows on all body panels and no commercial or business sign(s) or logo(s) displayed on or within the vehicle and not

used for any business or commercial purpose), shall be placed, parked or stored upon any Lot, nor shall any maintenance or repair be performed upon any boat or motor vehicle upon any Lot, except within a building where totally isolated from public view. The Association's classification of a vehicle shall be deemed final. No unlicensed motorized vehicles, golf carts, dune buggies, mopeds, or motorcycles of any type shall be operated within the Property at any time. All operators of motor vehicles within the Property must have a valid drivers license. Except for temporary guest parking, which in no event shall exceed twenty-four (24) hours, vehicles shall not be parked in or on any street within the Property and parking on any unpaved area of the Common Area is prohibited at all times. Vehicles on the Common Area in violation of the provisions hereof may be towed at the vehicle owner's/operator's expense and towing shall not be the exclusive remedy of the Association. The authority of the Association to tow vehicles shall include vehicles within Common Area roadways, including the unpaved swale area within the width of such roadways per the plat of FOXE CHASE. In the event the Owner or occupants of a Lot are expecting guests requiring temporary guest parking on the street, such Owner or occupant must first check or consult with the Association personnel in the guardhouse to determine which side of the street such guests must park their vehicles for such event. Failure to do so, or failure to adhere to or comply with such instructions, may result in any vehicle parked improperly being towed at the vehicle owner's/operator's expense.

Section 5. Trees. No tree or shrub, the trunk of which exceeds four inches (4") in diameter, at four (4) feet above the ground, shall be cut down or otherwise destroyed without the prior express written consent of the ARB.

Section 6. Artificial Vegetation. No artificial grass or plants or other artificial vegetation shall be placed upon the exterior portion of any Lot, unless approved in writing by the ARB.

Section 7. Automobile Storage Areas. No automobile garage shall be permanently enclosed or converted to other use without the substitution of another enclosed automobile storage area upon the Lot. No carports shall be permitted, and ~~a~~All garages shall be at least adequate to house three (3) standard size American automobiles in accordance with the requirements of the Architectural Planning Criteria. All garages must have doors that are to be maintained in a useful condition and that are operated by electric door openers.

Section 8. Clothes Drying Area. No clothes lines shall be permitted except with prior written approval of the Board of Directors or the Architectural Review Board. The Board of Directors may promulgate and amend rules and regulations regarding the permissible locations for clothes lines, prescribing the types of clothes lines that are permitted on the Lots, and any requirements for obscuring clothes lines from view from the Common Area or neighboring Lots.

Section 9. Landscaping. A basic landscaping plan for each home must be submitted to and approved by the ARB in accordance with the requirements of the Architectural Planning Criteria for FOXE CHASE and in accordance with the requirements of any applicable governmental authority(ies) and/or agency(ies). However, the requirements of Foxe Chase's Architectural Planning Criteria may exceed the requirements of any governmental body with jurisdiction over this matter, and in such an instance the Foxe Chase Architectural Planning Criteria shall be controlling. Sodding and proper maintenance thereof will be required on all front and side yards. Seeding and/or sprigging shall be permitted in the rear yards. On corner Lots, sodding will be required in the front and side yard areas. An underground sprinkler system of sufficient size and capacity to irrigate all sodded or landscaped areas must be installed and maintained in good working order on all Lots. Whether sodded or seeded/sprigged, the Lots must be mowed, weeded and fertilized not less frequently than as provided by the Rules and Regulations, adopted and amended by the Board of Directors from time to time. Any material alterations or modifications to the approved landscaping plan shall require prior approval of the ARB.

Section 10. Fences. No chain link fences will be permitted unless covered by landscape screening as may be required by the Board of Directors or the Architectural Review Board. The Board of Directors or Architectural Review Board may promulgate guidelines with regard to the installation of fences on any Lot, including, but not limited to, requirements for landscape screening which may vary based upon the type of fence installed.

Section 11. Nuisances. Nothing shall be done or maintained on any Lot or on or within the Common Area which may be or become an annoyance or nuisance to the neighborhood in whole or in part. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors, which shall render a decision in writing, which decision shall be dispositive of such dispute or question.

Section 12. Signs. No sign of any kind shall be displayed to the public view on any Lot, or on or within any vehicle on any Lot, and in the event a residence is for sale, a sign displaying the word "open", not to exceed three (3) square feet, may be displayed during any time the homeowner or his designated representative is in attendance for such open house. The size and design of all permitted signs shall be subject to approval of the ARB and the provisions of the Architectural Planning Criteria for FOXE CHASE. Except for signage installed or displayed on the Common Area by the Board of Directors, no signs of any type shall be installed or displayed on the Common Area at any time.

Section 13. Lake Lots. The owner of each Lot bordering on the "Lake", Tract B of FOXE CHASE, being Lots 27 through 43 inclusive of FOXE CHASE, shall sod and also install a proper sprinkler system to irrigate the sod from the Lot line to the high

water line of the said "Lake" and must mow, fertilize and keep the sodded area free from weeds, debris, refuse or trash. Such mowing and fertilizing must be performed in accordance with the Rules and Regulations adopted and amended by the Board of Directors from time to time. Should any Lot Owner fail to do so, the Board of Directors of the Association may do so and assess the expense thereof to the pertinent Lot and Lot Owner as provided for in Article IV, Sections 1 and 2. If said expense is not paid, it shall become a lien against the Lot of the Owner obliged to make such improvements or perform such maintenance as aforesaid and shall be subject to foreclosure in accordance with the provisions herein relating to the lien and foreclosure of assessments as provided in ARTICLE V of these Covenants.

Section 14. Letter and Delivery Boxes and Identification of Owner and Lot Address. The Board of Directors of the Association shall determine the location, color, size, design, lettering, and all other particulars of all mail or paper delivery boxes, and standards and brackets and name signs for such boxes as well as with respect to all signs including all street and traffic control signs within FOXE CHASE in order that the area be strictly uniform in appearance with respect thereto. Any exterior identification of the name(s) of the Lot Owner and/or the address of the Lot and dwelling shall be in accordance with the Architectural Planning Criteria for FOXE CHASE, and if not addressed therein, subject to the prior approval of the ARB.

Section 15. Occupancy. No private dwelling house erected upon any Lot shall be occupied in any manner while in the course of construction, nor at any time prior to its being fully completed, as herein required. Nor shall any residence, when completed, be in any manner occupied until made to comply with the approved plans, the requirements herein, and all other covenants, conditions, reservations, and restrictions herein set forth. All construction, including, without limitation, all exterior finishing, painting and landscaping, shall be completed within eighteen (18) months from the date of approval of the plans and specifications by the ARB, provided that the ARB may extend such time pursuant to the provisions of the Architectural Planning Criteria for Foxe Chase.

Section 16. Size of Residence and Roofs. The minimum square footage of each residence within the subdivision shall be 3,000 square feet of living area exclusive of the garage and porches. A garage sufficient for at least three (3) automobiles shall be required on all houses as a part of such residence in accordance with the requirements of the Architectural Planning Criteria for FOXE CHASE. Roof pitch must be a minimum of six inches (6") on twelve inches (12") and minimum roof overhang is thirty-six inches (36") unless a different overhang is approved by the ARB. Roofs shall be either flat cement tile or barrel tile, or Spanish tile, or wood shingles or asphalt shingle roofs – thick butt type only with a minimum weight of three hundred eighty-five (385) pounds, or metal of a style approved by the ARB, or such other material approved by the ARB in its sole and absolute discretion and pursuant to the provisions of the

Architectural Planning Criteria for Foxe Chase. No gravel roofs except on flat deck over porch which gravel roof must be approved by the ARB.

Section 17. Hurricane Shutters. All hurricane shutters must be approved by the ARB as to color, style, type and any other factors deemed relevant by the ARB, and such shutters shall also comply with the applicable building code(s) in effect at the time of installation. The Board of Directors shall have the authority to make and amend rules and regulations from time to time with regard to the operation of hurricane shutters within the Property, including, but not limited to, the establishment of guidelines for the periods during which hurricane shutters may be closed.

Section 18. Dumpsters. In the event a hurricane or tropical storm warning is issued for the area in which the Property is located, any dumpster located on any Lot must be removed from the Property by the Lot Owner and if it is not removed, the Association, through any agent(s), contractor(s) or employee(s) thereof, may enter the Lot and have it removed and all costs incurred will be assessed against the Owner's Lot. Such assessment shall be a lien against the Lot enforceable by the Association in the same manner as set forth in Article V of this Declaration. Such costs shall also be the personal obligation of the Lot Owner. Additionally, whenever in the judgment of the Board of Directors, a dumpster on a Lot must be emptied the Lot Owner must do so upon ten (10) days written notice from the Association and in the event the Lot Owner fails to comply with such request, the Association, through any agent(s), contractor(s) or employee(s) thereof, may enter the Lot and have the dumpster emptied. All costs incurred by the Association in taking such action shall be assessed against the Lot and shall be the personal obligation of the Lot Owner and a lien against the Lot enforceable in the same manner as set forth in Article V of this Declaration.

Section 19. Miscellaneous. No weeds, underbrush or other unsightly growth as determined in the sole and exclusive determination of the Board of Directors shall be permitted to grow or remain upon any Lot, and no refuse pile or unsightly objects as determined by the Board of Directors shall be allowed to be placed or suffered to remain anywhere thereon; and in the event that any Owner shall fail or refuse to keep his Lot free of weeds, underbrush or refuse piles or other unsightly growth or objects, as aforesaid, the owner hereby grants the Association a license for the Association to enter upon said Lot and remove the same at the expense of the Owner. The Board of Directors may add a management fee of up to twenty (20) percent to the exterior maintenance assessment in order to compensate for the cost and efforts expended in providing the management of the maintenance deemed necessary by the Board of Directors. Any such entry shall not be deemed a trespass. The Owner's failure to pay the cost of same within thirty (30) days after receiving the Association's invoice shall authorize the Association to impose a lien in the same manner and subject to the same rights in favor of the Association as for a lien as hereinbefore provided for the lien for assessments. All garbage or trash containers must be underground or placed in walled-in areas so that they shall not be visible from adjoining Lots or the Common Area.

Section 20. Rules and Regulations. Reasonable rules and regulations concerning the use and appearance of the Property, including the Lots and Common Area, may be adopted and amended by the Board of Directors from time to time.

ARTICLE IX TRANSFER OF LOT

Section 1. Maintenance of community interests. In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the Lots, the transfer of a Lot shall be subject to the following provisions: (All reference to Lot or Lots in this ARTICLE shall refer to Lot or Lots in FOXE CHASE).

Section 2. Transfer subject to approval.

a. **Sale.** No Lot owner of a Lot may dispose of a Lot or any interest in a Lot by sale without approval of the Association except to the owner of another Lot.

b. **Lease.** No Lot owner of a Lot may dispose of a Lot or any interest in a Lot by lease or rental, or extend or renew any lease, without written approval of the Association of the lease (or extension or renewal thereof) and the proposed lessee(s) and occupant(s), except for a lease to the owner of another Lot. Subleasing is prohibited.

c. **Gift.** If the Lot owner shall acquire his title by gift, the continuance of his ownership of his Lot shall be subject to the approval of the Association.

d. **Devise or Inheritance.** If any Lot owner shall acquire his title by devise or inheritance, the continuance of his ownership of his Lot shall be subject to the approval of the Association. However, immediate family members including parents and children or others residing in the family residence shall be exempted from this requirement.

e. **Other transfers.** If any Lot owner shall acquire his title by any manner not considered in the foregoing subsections, the continuance of his ownership of his Lot shall be subject to the approval of the Association.

f. **Transfer fee.** All transfers subject to approval shall require, as a condition of approval, the payment to the Association of a transfer fee not to exceed One Hundred Dollars (\$100.00) per applicant, with husband/wife or parent/dependent child counting as a single applicant, or such other amount as may be authorized by Chapter 720, Florida Statutes, as the same may be amended from time to time.

g. **Security deposit.** All transfers by lease may be conditioned upon the posting of a security deposit not to exceed one month's rent or such other amount as may be authorized by Chapter 720, Florida Statutes, as the same may be amended from time to time.

h. **Capital contribution.** As a prerequisite to approving any transfer of title, the Association shall require the payment of a capital contribution from the transferee. The amount of the capital contribution shall be One Thousand Dollars (\$1,000.00), commencing in the calendar year during which this amendment is effective, and may increase each year in an amount to be determined by the Board of Directors, provided, however, that such increase may not exceed the amount by which the Consumer Price Index increases in that calendar year. The capital contribution contemplated by this subsection shall not be applicable to transfers by gift, devise or inheritance, or to transfers by which Lot Owners add family members to the title to the Lot for estate planning purposes.

Section 3. Approval by Association. The approval of the Association that is required for the transfer of ownership of Lot(s) shall be obtained in the following manner:

a. **Notice to Association.**

(1) **Sale.** A Lot owner intending to make a bona fide sale of a Lot or any interest in it shall give to the Association notice of that intention, together with the name and address of the intended purchaser and such other information as the Association may reasonably require. The Association may require a personal interview of the proposed purchaser, and all proposed occupants, at a location and conducted by such person(s) designated by the Board. The notice, at the Lot owner's option, may include a demand by the Lot owner that the Association furnish a purchaser of the Lot if the proposed purchaser is not approved; and if that demand is made, the notice shall be accompanied by an executed copy of the proposed bona fide contract to sell.

(2) **Lease.** A Lot owner intending to make a bona fide lease of a Lot or any interest in it shall give to the Association written notice at least ten (10) days in advance of that intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require and an executed copy of the proposed lease. The Association may require a personal interview of the proposed lessee and all proposed occupants at a location and conducted by such person(s) designated by the Board. With respect to the proposed extension or renewal of any approved lease with the same lessee(s), the Lot owner must provide the Association notice of such intent but is not required to provide the other information or material provided above.

(3) **Gift; devise or inheritance; other transfers.** A Lot owner intending to make a gift of a Lot or any interest in a Lot, and a Lot owner who has obtained his title by gift, devise or inheritance, or by any other manner not previously approved by the Association, shall give to the Association notice of the proposed gift or of the acquiring of title, together with such information concerning the transferee as the Association may reasonably require, and a certified copy of the instrument evidencing a transferee's title. The Association may require a personal interview of the transferee(s) or proposed transferee(s) and all occupants or proposed occupants at a location and conducted by such person(s) designated by the Board.

(4) **Failure to give notice.** If the above-required notice to the Association is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Lot (or extending or renewing an existing lease), the Association at its election and without notice may approve or disapprove the transaction or ownership, and the Association shall proceed as if it had received the required notice on the date of that disapproval.

b. **Certificate of approval.**

(1) **Sale.** If the proposed transaction is a sale, then within thirty (30) days after receipt of the notice, fees and information (including all requested personal appearances or interviews) the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President or a Vice-President and having the corporate seal affixed and shall be delivered to the purchaser. Said certificate need not be recorded.

(2) **Lease.** If the proposed transaction is a lease (or the extension or renewal of a lease), then within fifteen (15) days after receipt of such notice, fees and information (including all requested personal appearances or interviews) the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President or a Vice-President and Secretary, or by the President or a Vice-President and having the corporate seal affixed, which shall be delivered to the lessee. Said certificate need not be recorded.

(3) **Gift; devise or inheritance; other transfer.** If the Lot owner giving notice has acquired his title by gift, devise, inheritance or by any other manner not previously approved by the Association, then within thirty (30) days after receipt of such notice, fees and information (including all requested personal appearances or interviews) the Association must either approve or disapprove the continuance of the Lot owner's ownership of his unit. If approved, the approval shall be stated in a certificate executed by the President and Secretary and shall be delivered to the Lot owner. Said certificate need not be recorded.

(4) When the Owner of any Lot proposes to lease, sell, transfer or mortgage same, the Association shall, upon written request of the Owner of such Lot, furnish the proposed lessee, purchaser, transferee, or mortgagee, a statement verifying that the proposed transaction has been duly approved by the Association. Such statement shall be executed by any officer of the Association and any lessee, purchaser, transferee, or mortgagee may rely upon such statement in concluding the proposed lease, purchase, transfer, or mortgage transaction and the Association shall be bound by such statement.

c. **Approval of corporate owner or purchaser.** Since the property may be used only for residential purposes and a corporation cannot occupy a Lot for that use, the approval of ownership of a Lot by a corporation may be conditioned by requiring that all persons occupying the Lot be approved by the Association.

Section 4. Disapproval by the Association. If the Association shall disapprove a transfer or ownership of a Lot, the matter shall be treated in the following manner:

a. **Sale.** If the proposed transaction is a sale and if the notice of sale given by the Lot owner shall so demand, then within thirty (30) days after receipt of the notice, fees, appearances, and information the Association shall deliver or mail by certified mail to the Lot owner an agreement signed by a purchaser approved by the Association and obligating the purchaser to buy the Lot upon the terms hereafter stated. The Seller shall be obligated to sell the Lot to the Purchaser upon the following terms:

(1) The price to be paid shall be that stated in the disapproved contract to sell. A judgment of specific performance of the sale upon the contract terms and conditions may be entered in any court of competent jurisdiction.

(2) The purchase price shall be paid in cash, or upon the terms provided in the said disapproved contract to sell, at the option of the purchaser.

(3) The sale shall be closed within thirty (30) days after the delivery or mailing of the agreement to purchase. Notwithstanding the foregoing, closing shall not be required on any date earlier than ten (10) days after Seller has provided to Purchaser evidence that Seller's title is free and clear of all liens and encumbrances except those Purchaser has agreed to accept under the Agreement to Purchase.

(4) A certificate by the Association executed by its President or a Vice-President and Secretary, or by its President or a Vice-President and having the corporate seal affixed, and approving the purchaser shall be delivered to the purchaser.

(5) If the Association shall fail to provide a purchaser upon the demand of the Lot owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided.

Notwithstanding the foregoing, the Association, through the Board of Directors, may disapprove the proposed sale for Good Cause, in which event the sale shall not occur and the Association shall not be obligated to furnish a purchaser for the Lot. Such notice of disapproval shall be provided to the seller in writing within thirty (30) days of receipt of the notice of sale and all requested or required information, fees and appearances or interviews. Approval of four-fifths (4/5ths) of the Board of Directors shall be required for the assertion of Good Cause. Good Cause may be shown if:

(i) the applicant fails to qualify for membership in the Association, including, but not limited to, those applicants who fail to qualify for membership because of the restrictions on ownership or occupancy set forth in this Declaration; or

(ii) the person seeking approval (which shall include all proposed occupants) has been convicted at any time of a felony involving violence to a person or a felony where the victim was a minor or has been convicted of any other class 2 or 1 felony, as defined under the Florida statutes within the ten (10) years preceding the date of application; or

(iii) the applicant takes possession of the Lot prior to approval by the Association as provided for herein; or

(iv) the person (which shall include all proposed occupants) seeking approval has a serial history of disruptive behavior or a reckless disregard for the rights and property of others as evidenced by their conduct in Foxe Chase as a lessee, guest, owner or occupant of a Lot or where there is tangible evidence that they have shown such behavior in other places of residence; or

(v) the applicant has demonstrated a serious failure to meet their financial obligations and could be judged by the Board of Directors to represent a financial hazard to the Association's financial health.

b. **Lease.** If the proposed transaction is a lease or the extension or renewal of a lease, the Lot owner shall be advised in writing of the disapproval and the lease, or the extension or renewal thereof, shall not be made.

c. **Gifts; devise or inheritance; other transfer.** If the notice is of a proposed gift, the Lot owner shall be advised in writing of the disapproval and the gift

shall not be made. Any attempted gift to a party who is not approved by the Association shall be void. If the Lot owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within thirty (30) days after receipt from the Lot owner of the notice and information required to be furnished, the Association shall either provide the Lot owner with written notice of disapproval for good cause, as defined in Paragraph (a) of this Section 4, or deliver or mail by certified mail to the Lot owner an agreement signed by a purchaser approved by the Association and obligating the purchaser to buy the Lot upon the terms hereafter stated. The seller shall be obligated to sell the Lot to the purchaser upon the following terms:

(1) The sale price shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of the agreement. In the absence of agreement as to price, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Lot and improvements thereon. A judgment of specific performance of the sale upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(2) The purchase price shall be paid in cash or upon terms approved by the seller.

(3) The sale shall be closed within ten (10) days following the determination of the sale price. Notwithstanding the foregoing, closing shall not be required on any date earlier than ten (10) days after Seller has provided to Purchaser evidence that Seller's title is free and clear of all liens and encumbrances except those Purchaser has agreed to accept under the Agreement to Purchase.

(4) A certificate by the Association executed by its President or a Vice-President and Secretary, or by its President or a Vice-President and having the corporate seal affixed, and approving the purchaser shall be delivered to the purchaser.

(5) If the Association shall fail to provide a purchaser in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval the ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided.

Section 5. Exceptions. The foregoing provisions of the section entitled "Transfer of Improved Lot" shall not apply to:

a. a transfer to or purchase by a bank, life insurance company or savings and loan association that acquires its title as the result of owning a mortgage upon the unit concerned, whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings;

b. a transfer, sale or lease by a bank, life insurance company or savings and loan association that so acquires its title;

c. a transfer to a purchaser who acquires the title to a Lot at a duly advertised public sale with open bidding that is provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale.

Section 6. Unauthorized transactions. Any sale, mortgage or lease which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

ARTICLE X SECURITY

Section 1. Alarm System. Each home shall be equipped with an alarm system of such type and design as may be required and approved by the Architectural Review Board (the "ARB").

Section 2. Guardhouse. The cost of maintenance of the guardhouse, as well as the cost of employing such security personnel (if any) as the Association in its discretion deems advisable, shall be an expense of FOXE CHASE PROPERTY OWNERS ASSOCIATION, INC. and each Lot Owner agrees to contribute to defray these expenses in accordance with Paragraph V of this Declaration of Covenants and Restrictions for FOXE CHASE.

ARTICLE XI GENERAL PROVISIONS

Section 1. Duration and Remedies for Violation. The Covenants and Restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Association or the Owner of any Property subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time said Covenants and Restrictions shall automatically be extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds (2/3) of the Lots has been recorded, agreeing to change or terminate said Covenants and Restrictions in whole or in part.

Section 2. Compliance and default. Each Lot Owner and every occupant, lessee, guest, agent, employee or contractor of a Lot Owner and the Association shall be governed by and shall comply with the terms of this Declaration and all exhibits annexed hereto, and the rules and regulations adopted pursuant to those documents, as the same may be amended from time to time. The Association (and Lot Owners, if appropriate) shall be entitled to the following relief in addition to the remedies provided by Chapter 720, Florida Statutes, as the same may be amended from time to time:

a. **Negligence.** A Lot Owner shall be liable for the expense of any maintenance, repair or replacement, whether to the Common Area, the Lot or the Lot Owner's personal property, or to the personal property of the Association or other Lot Owners, made necessary by his or her violation of any portion of this Declaration or by his or her negligence or intentional misconduct or by that of any member of his family or his or her guests, agents, employees or contractors, but only to the extent such expense is not met by the proceeds of insurance actually collected by the Association. Any such expense advanced by the Association, together with interest, costs and attorneys' fees, shall be secured by a lien against the Lot enforceable in the same manner as an assessment under Article VI, Section 2, hereof, and shall be enforceable in the same manner as an assessment under Article V hereof.

b. **Compliance.** In the event a Lot Owner or occupant fails to comply with such Lot Owner's obligations under any provision of this Declaration, the By-Laws, the Articles of Incorporation of the Association, applicable rules and regulations, or any other agreement, document or instrument affecting the Property in the manner required, the Association shall have the right to proceed in a court of equity to require performance and/or compliance, to sue in a court of law for damages, and levy a special charge against the Lot Owner and the Lot for the sums necessary to do whatever work is required to put the Lot Owner or Lot in compliance. Such charge, together with interest, costs and attorneys' fees, shall be secured by a lien against the Lot, enforceable in the same manner as assessments levied under Article V hereof.

c. **Fines.** In the event a Lot Owner or anyone for whom a Lot Owner is responsible fails to comply with a provision of the Declaration, the By-Laws, the Articles of Incorporation of the Association, applicable rules and regulations, or any other agreement, document or instrument affecting the Property in the manner required, the Association shall have the right to impose a fine against the Lot Owner and the Lot. The amount of any fine shall be determined by the Board of Directors of the Association, but in any event shall not exceed any maximum amount permitted by the Chapter 720, Florida Statutes, as the same may be amended from time to time. The Association is hereby empowered to impose a lien for unpaid fines, subject to the limitations set forth in Chapter 720, Florida Statutes, as the same may be amended from time to time. Furthermore, there shall be no limitation upon the amount of a total fine which may accumulate when a violation is continuing in nature and a fine is levied for each day of the continuing violation.

d. **Suspension of Use Rights.** In the event a Lot Owner or anyone for whom a Lot Owner is responsible fails to comply with a provision of the Declaration, the By-Laws, the Articles of Incorporation of the Association, applicable rules and regulations, or any other agreement, document or instrument affecting the Property in the manner required, the Association shall have the right to impose a suspension of the rights of the Lot Owner or the Lot Owner's family members, guests, lessees, invitees, or any other person occupying the Lot from using any portion of the Common Area, except to the extent prohibited by Chapter 720, Florida Statutes, as the same may be amended from time to time.

e. **Suspension of Voting Rights.** The Association may suspend the voting rights of the Lot Owners for non-payment of monetary obligations to the Association to the extent and in the manner provided in Chapter 720, Florida Statutes, as the same may be amended from time to time.

f. **Costs and Attorneys' Fees.** In any proceeding arising because of an alleged failure of a Lot Owner or the Association to comply with the requirements of Chapter 720, Florida Statutes, this Declaration, the By-Laws, the Articles of Incorporation of the Association, or the rules and regulations, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (including appellate attorneys' fees).

g. **No Waiver of Rights.** The failure of the Association or any Lot Owner to enforce any covenant, restriction or other provision of Chapter 720, Florida Statutes, this Declaration, the By-Laws, the Articles of Incorporation of the Association, or the rules and regulations, as the same may be amended from time to time, shall not constitute a waiver of their right to do so thereafter.

h. **Election of Remedies.** All rights, remedies and privileges granted to the Association or a Lot Owner pursuant to any terms, provisions, covenants or conditions of the governing documents shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other additional rights, remedies or privileges as may be granted by the governing documents.

Section 3. Guidelines Concerning New Construction and Additions to Existing Construction in FOXE CHASE. In addition to all other provisions of these Covenants and Restrictions for FOXE CHASE, the following must be complied with with respect to all new construction and additions to existing construction, to-wit:

a. Before the approval of any plan, all outstanding assessments, dues and maintenance charges must be paid.

b. A wire enclosure must be provided at each job site at time of construction to contain all debris during the period of construction. It is the responsibility of the owner to see that no debris is left outside this enclosure which may be blown by wind onto neighboring lots. All debris must be removed and hauled outside the confines of FOXE CHASE. No dumping will be permitted on any part of FOXE CHASE or property adjacent to FOXE CHASE.

c. All materials are to be stored on the Lot where the building is being constructed, and all vehicles delivering fill, cement and other materials are to refrain from using adjoining property.

d. In the event of a hurricane alert, the owner and builder must secure all materials which could be lifted by high winds of hurricane force. If the materials cannot be safely moved inside an enclosed structure, or lashed to embedded posts in a satisfactory manner, then they shall be removed from the premises. If the Owner fails to do so, the Association may secure the material and all costs incurred shall be assessed against the owner and the Lot and shall be secured by the Association's lien in the same manner as for assessments.

e. No work will be permitted or workmen or deliveries permitted through the entrance gate before 7:30 A. M. or after 6:00 P. M. Subject to Paragraph (f) of this Section 3, no work or delivery of any kind which involves the use of outside vendors, contractors or tradesmen will be permitted on Sunday or the following holidays: NEW YEAR'S DAY, MEMORIAL DAY, FOURTH OF JULY, LABOR DAY, THANKSGIVING and CHRISTMAS. In addition to the above stated Federal Holidays, the Board of Directors, by a majority vote, may designate "Quiet Days." Quiet Days are defined as voluntary work stoppage days wherein the Board, by posting Notice on the Guard House, a minimum of seven days in advance, requests owners to voluntarily cease from allowing contractors and/or outside workers from performing work on their property. The designation of Quiet Days shall be discretionary with the Board of Directors. No exceptions to these rules will be permitted other than in the instance of an emergency.

f. Any work performed within FOXE CHASE by or on behalf of a Lot Owner shall be performed in such a way so as not to create a nuisance in terms of the noise generated, the disposal of debris, or the hours worked. The Board of Directors and the Architectural Review Board may promulgate and amend such additional restrictions with regard to work within the FOXE CHASE community as may be consistent with the intent hereof so as to assure each Lot Owner the right of quiet enjoyment of his or her Lot. The Board of Directors and/or the Architectural Review Board may also designate certain days or periods of time as quiet days during which the only work permitted within FOXE CHASE will be work which is required on an emergency basis or repairs which could not have reasonably been anticipated or work which does not generate noise. On the holidays listed in Paragraph (e) above and on

any days designated as quiet days, no work may be performed which creates a level of noise, dust, debris, odor or traffic which, in the sole discretion of the Board of Directors, is inconsistent with the standards of the community for the stated holidays or for days designated as quiet days.

Section 4. Easement for Perimeter Wall or Fence. The Association has a ten foot (10') wide easement along the back ten feet (10') of Lots 1 – 26 inclusive of FOXE CHASE so that the Association may plan, design, construct, reconstruct, repair, replace, and maintain for security purposes a certain perimeter wall or fence around the exterior of the subdivision or around so much thereof as is determined to be appropriate by the Association. The said perimeter wall or fence shall be located within said easement area. The said easement shall continue to be existent for so long as the Board of Directors determines that the easement is necessary for the said perimeter wall or fence. In the event the said perimeter wall or fence is constructed, necessary construction, reconstruction, replacement, repair and maintenance as determined by the Association shall be carried out by the Association and shall be a common expense of all of the Lot owners in FOXE CHASE and shall be assessed to all of the Lot owners by the Association. The Association shall have the right to assign the easements provided for in this paragraph to such other entity as it may determine appropriate. The purpose of the perimeter wall or fence is to promote the safety and welfare of the Lot owners within FOXE CHASE. All expenses related to the said perimeter wall or fence shall be proper expenses for the Association and shall be included within the Association's annual budget and, in the event the particular Lot owner shall fail to pay any such assessment the Association shall have full right to collect said assessment as provided in ARTICLE V of these Restrictions with respect to any other unpaid assessment. Notwithstanding anything to the contrary, the perimeter wall or fence shall be and remain the property of the Association and/or its successors and assigns for so long as the Association, its successors and assigns, shall determine its said ownership to be in the best interest of the Lot owners within FOXE CHASE.

Section 5. Control of Common Area. The Common Area shall be subject to a perpetual non-exclusive easement, which easement is hereby granted and reserved to all of the Owners of Lots within FOXE CHASE. The Association shall have the right to establish the rules and regulations governing the use and enjoyment of all the Common Area.

Section 6. Notices. Any notice required to be sent to any member or Owner under the provision of this Declaration shall be deemed to have been properly sent when mailed, post paid, to the last address of the person who appears as a member or Owner on the records of the Association at the time of such mailing. The Association may also provide notice to Owners by electronic transmission, provided the Owner consents to the provision of notice in such manner and such manner of notice is permitted by applicable law.

Section 7. Severability. Invalidation of any one of these Covenants and Restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 8. Amendment. This Declaration may be amended at any time and from time to time upon the approval of Owners holding not less than two-thirds (2/3rds) of the voting interests of the membership, either at a meeting of the members or by written agreement in lieu of a meeting.

Section 9. Usage. Whenever used the singular shall include the plural and the singular and the use of any gender shall include all genders.

Section 10. Effective Date. This Declaration shall become effective upon its recordation in the Public Records of Palm Beach County, Florida. Provided, any amendment which would affect the surface water management system, including the water management portions of the common area, must have the prior approval of the prevailing Water Management District.

ARTICLE XII LAW GOVERNING

Nothing herein shall be deemed to permit construction on any property which would violate any of the applicable building, zoning or subdivision codes of Palm Beach County, Florida, or the State of Florida or any municipality having jurisdiction or authority with respect to the Property.

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
FOXSE CHASE PROPERTY OWNERS ASSOCIATION, INC.**

(Substantial rewording of Articles of Incorporation – See current Articles
Of Incorporation for Current Text)

We, the undersigned, hereby associate ourselves together for the purpose of becoming incorporated under the laws of the State of Florida, under the following Articles of Incorporation.

ARTICLE I

The name of the corporation shall be FOXSE CHASE PROPERTY OWNERS ASSOCIATION, INC. For convenience, the Corporation shall be referred to in this instrument as the Association, these Articles of Incorporation as Articles, and the Bylaws of the Association as Bylaws.

Whenever these Articles of Incorporation refer to the "Property", it shall mean all property which is subject to the Declaration of Covenants and Restrictions (the "Declaration") recorded at Official Records Book 3156, Page 1169 of the Public Records of Palm Beach County, Florida, as amended from time to time.

ARTICLE II

The Association is organized for the following purposes:

2.1 To provide for the maintenance and care of the Common Area (as defined in the Declaration), and to provide for such other services as may be required or desired by the Association and which are within the purposes and powers of the Association.

2.2 To enforce through appropriate legal means, the Declaration, these Articles and the Bylaws and Rules and Regulations of the Association, including, without limitation, the Architectural Planning Criteria for Foxse Chase.

2.3 To present a unified effort in protecting the value of the property of the Association's members.

2.4 To engage in such other activities as may be to the mutual benefit of the owners of lots within the Property, including, but not limited to, the levying, enforcement, and collection of dues and assessments.

ARTICLE III Powers

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

3.1 General. The Association shall have all of the common law and statutory powers of a corporation not for profit under the laws of Florida that are not in conflict with the terms of these Articles.

3.2 The Association shall have all of the powers and duties expressly conferred upon it as set forth in the Declaration, these Articles and the Bylaws of the Association, and all of the powers and duties reasonably necessary to fulfill the obligations and perform the services as set forth in the aforesaid documents as amended from time to time, including, but not limited to, the following:

(a) To make and collect membership assessments or membership fees against members and to use the proceeds for the maintenance, construction, reconstruction and repair of the Common Area, such other areas and purposes as may be provided within the Declaration and for the Association's expenses for the installation and maintenance of street lighting equipment and the periodic cost of electricity consumed in the operation thereof.

(b) To fix, levy, collect and enforce payment by all lawful means, all charges or assessments; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the Association or its property.

(c) To acquire, by gift, purchase, or otherwise own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association.

(d) To borrow money and assign, pledge, or hypothecate any or all of its income and/or lien rights and personal property as security for money borrowed or debts incurred.

(e) To dedicate, sell or transfer all or any part of the Association property to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by members holding not less than two-thirds (2/3) of the voting interests of all the members agreeing to such dedication, sale or transfer.

(f) To perform such other activities of the Association, which in the opinion of the Board of Directors, shall be reasonably appropriate to its accomplishment of the purposes for which it is organized and the performance of its duties and obligations.

(g) To use the proceeds of assessments in the exercise of its powers and duties.

(h) To enforce by legal means the provisions of the Declaration, these Articles, the Bylaws of the Association, and any regulations adopted by the Association.

(i) To employ personnel to perform the services required for the proper operation of the Association.

(j) To make and amend reasonable regulations respecting the use and appearance of the property, including the Lots and Common Area.

3.3 The Association shall make no distribution of income to its members, directors or officers.

3.4 All funds and title to all properties acquired by the Association and the proceeds thereof shall be held in trust for the members in accordance with the provisions of these Articles of Incorporation and the Bylaws.

3.5 The powers of the Association shall be subject to, and shall be exercised in accordance with, the provisions of the Bylaws.

3.6 The foregoing powers shall, except where otherwise expressed, be in no way limited or restricted by reference to, or inference from the terms of any other clause of this or any other Articles of these Articles of Incorporation, and shall be construed as purposes as well as powers, notwithstanding the expressed enumeration of purposes elsewhere in these Articles.

ARTICLE IV Members

4.1 The members of the Association shall consist of the record owners of the Lots, developed or undeveloped, which are encumbered by the Declaration. Said membership shall be appurtenant to, and may not be separated from, ownership of any lot except as may be provided herein. When more than one person is a record owner of any Lot, all such persons shall be members of this Association. There shall be, however, only one vote allocated per Lot and this vote shall be exercised as the record

owners among themselves determine. The owner of a Lot shall be deemed to own that number of memberships which is equal to the number of Lots owned by that person.

4.2 Change of membership in the Association shall be established by the recording in the Public Records of Palm Beach County, Florida, of a deed or other instrument establishing a record title to a Lot and shall be evidenced by delivery to the Association of a certified copy of such instrument. The membership of the prior owner shall be terminated as of the date of execution of such deed or other instrument.

4.3 The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner by such member except upon transfer of his lot or unit.

4.4 The Association shall have one class of voting membership consisting of all members declared to be members, as hereinabove provided.

ARTICLE V Directors

5.1 The affairs of the Association will be managed by a Board of Directors consisting of the number of Directors as shall be determined by the Bylaws.

5.2 Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

ARTICLE VI Officers

The affairs of the Association shall be administered by officers elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association, which officers shall serve at the pleasure of the Board of Directors.

ARTICLE VII Indemnification

To the greatest extent allowed by law, every Director and every officer and committee member of the Association shall be indemnified by the Association against all expenses and liabilities including counsel fees reasonably incurred by or imposed upon him in connection with any proceedings to which he may be a party, or in which he becomes involved, by reason of his being or having been a Director or officer or committee member of the Association, or any settlement thereof, whether or not he is a Director or officer or committee member at the time such expenses are incurred, except

in such cases wherein the Director or officer or committee member is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer or committee member may be entitled.

ARTICLE VIII Bylaws

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

ARTICLE IX Amendments

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

9.1 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.

9.2 A resolution approving a proposed amendment may be proposed by either the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meetings considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be by not less than a majority of the entire membership of the Association voting at a meeting or by written approval in lieu of a meeting.

9.3 Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights or property rights of members, without the approval in writing by all members and the joinder of all record owners of mortgages upon lots or the improvements thereon.

9.4 A copy of each amendment shall be certified by the Secretary of State and recorded in the Public Records of Palm Beach County, Florida.

ARTICLE X Term

The existence of the corporation shall be perpetual unless it is dissolved with the assent given in writing and signed by not less than three-fourths (3/4) of the members to insure that adequate provision has been made for the continued maintenance or

satisfactory disposition of the assets of the Association. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated, granted, conveyed or assigned to an appropriate public agency to be used for purposes similar to those for which this Association was created or to a non-profit corporation, association, trust or other organization to be devoted to similar purposes.

ARTICLE XI

Transactions in which Directors or Officers are Interested

A. No contract or transaction between the Association and one or more of its Directors or officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its Directors or officers are Directors or officers, or have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the Director or officer is present at or participates in the meeting of the Board or committee thereof which authorized the contract or transaction, or solely because his or their votes are counted for such purpose. No Director or officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

B. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

ARTICLE XII

Dissolution of the Association

A. Upon dissolution of the Association, all of its assets remaining after provision for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner:

1. Dedication to any applicable municipal or other governmental authority of any property determined by the Board of Directors of the Association to be appropriate for such dedication and which the authority is willing to accept.

2. Remaining assets shall be distributed among the members, subject to the limitations set forth below, as tenants in common, each members' share of the assets to be determined in accordance with its voting rights.

B. The Association may be dissolved upon a resolution to that effect being recommended by three-fourths (3/4) of the members of the Board of Directors, and if such decree be necessary at the time of dissolution, after receipt of an appropriate decree as set forth in Chapter 617, Florida Statutes or Statute of similar import, and approved by three-fourths (3/4) of the voting rights of the Association's members.

ARTICLE XIII
Subscribers

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

ERMINIO P. GIULIANO
4422 Germantown Road
Delray Beach, Florida

CATHERINE E. GIULIANO
4422 Germantown Road
Delray Beach, Florida

ARTICLE XIV
Registered Agent

The initial registered agent for the corporation is ERMINIO P. GIULIANO, and the street address of the initial registered office was 4422 Germantown Road, Delray Beach, Florida provided, however, that the registered agent and registered office may be changed from time to time by the Board of Directors.

**AMENDED AND RESTATED
BYLAWS OF
FOX E CHASE PROPERTY OWNERS ASSOCIATION, INC.**

(Substantial rewording of Bylaws –
See current Bylaws for Current Text)

1. Identity. These are the Bylaws of FOX E CHASE PROPERTY OWNERS ASSOCIATION, INC., called Association in these Bylaws, a corporation not for profit under the laws of the State of Florida. The Articles of Incorporation of the Association were filed in the Office of the Secretary of State on June 25, 1980. The Association has been organized for the purpose of providing for the maintenance and care of any common areas and for providing such other services as may be required or desired by the Association and which are within the purposes and powers of the Association.

1.1 The office of the Association shall be at such location as the Directors may from time to time designate.

1.2 The fiscal year of the Association shall be the calendar year, or such other twelve (12) month period as the Board of Directors may designate from time to time.

1.3 The seal of the corporation shall bear the name of the corporation, and the word "Florida", the words "Corporation not for profit", and the year of incorporation.

2. Members.

2.1 The members of the Association shall consist of the record owners of lots, developed or undeveloped, which are encumbered by the Declaration duly recorded and requiring that all lot owners be members of this Association. Said membership shall be appurtenant to, and may not be separated from, ownership of any lot except as may be provided herein. When more than one person is a record owner of any lot, all such persons shall be members of this Association. There shall be, however, only one vote allocated per lot and this vote shall be exercised as the record owners among themselves determine. The owner of a lot shall be deemed to own that number of memberships which is equal to the number of lots owned by that person.

2.2 Change of membership in the Association shall be established by the recording in the Public Records of Palm Beach County, Florida, of a deed or other instrument establishing a record title to a lot and shall be evidenced by delivery to the

Association of a certified copy of such instrument. The membership of the prior owner shall be terminated as of the date of execution of such deed or other instrument.

2.3 Voting Rights. On all matters upon which the membership shall be entitled to vote, the vote for each Lot shall be as specified in the Declaration and the Articles of Incorporation. Said votes shall be exercised or cast in the manner provided by the Declaration and these By-Laws. Any person or entity owning more than one (1) Lot shall be entitled to the cumulative total of votes allocated to Lot owned. The vote of a Lot shall not be divisible. Unless otherwise set forth in the Declaration, the Articles of Incorporation, herein or in Chapter 720, Florida Statutes, as the same may be amended from time to time, matters shall be voted on by the membership of the Association and shall be determined by a vote of a majority of the voting interests ("Voting Interests") present and voting, in person or by proxy, at any meeting at which a quorum is established, or by written agreement. If a Lot is owned by one person, his right to vote shall be established by the record title to his Lot. If a Lot is owned by more than one person, any person on the title to the Lot shall have the right to cast the vote for the Lot. If a Lot is owned by a trust or, to the extent permitted by the Declaration, another entity, it shall designate the representative, officer, employee or agent entitled to cast the Lot's vote by executing a certificate to be filed with the Secretary of the Association, signed by its authorized representative. The person designated in any such certificate shall be known as the Voting Member. If such certificate is not on file with the Secretary of the Association, the vote of the Lot shall not be counted in determining the presence of a quorum, or for any purpose requiring the approval of the person entitled to cast the vote for the Lot. Such certificate shall be valid until revoked or superseded by a subsequent certificate, or until a change occurs in the ownership of the Lot.

2.4 The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except upon transfer of his lot, developed or undeveloped.

2.5 The Association shall have one class of voting membership consisting of all members declared to be members, as hereinabove provided.

2.6 Annual Meeting. The annual meeting shall be held in February of each year, at a date, time and place to be determined by the President of the Association or a majority of the Board of Directors. The purpose of the meeting shall be to elect Directors and to transact any other business authorized to be transacted by the members.

2.7 Special Members meetings shall be held at such places as provided for annual meetings whenever called by the President or by a majority of the Board of Directors, and must be called by those officers upon receipt of a written request from a majority of the members of the Association. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting.

2.8 Notice of a meeting of members stating the date, time and place and the objects for which the meeting is called shall be given by the officer calling the meeting. A copy shall be delivered or mailed or electronically transmitted to each member entitled to attend the meeting except members who waive the notice in writing. The delivery or mailing or electronic transmission shall be to the address of the member as it appears on the roster of members. The delivery, electronic transmission or mailing of the notice shall be affected not less than fourteen (14) days nor more than sixty (60) days prior to the date of the meeting. Proof of delivery, electronic transmission or mailing of the notice shall be given by the affidavit of the person providing the notice and filed upon execution among the official records of the Association. Notice of a meeting may be waived before or after the meeting. Notice of meetings of the membership of the Association, the Board of Directors or any committee may be provided to members by electronic transmission provided that any member receiving notice in such a manner has consented in writing to receiving notice by electronic transmission. Electronic transmission may be accomplished by transmitting notice by facsimile telecommunication, if correctly directed to a number at which the member has consented to receive notice, or transmitting by electronic mail, if correctly directed to an electronic mail address at which the member has consented to receive notice. Consent by a member to receive notice by electronic transmission shall be revocable by the member by written notice to the Association. Notice shall also be posted on the notice board located at the Community's gate house.

2.9 Unless otherwise provided by law or by these Bylaws, a quorum at a duly called members' meetings shall consist of persons entitled to cast thirty percent (30%) of the votes of the entire membership in person or by proxy. The acts approved by a majority of the votes cast at a meeting at which a quorum is established shall constitute the acts of the members, except when approval by a greater or lesser number of members is required by law, the Declaration, the Articles of Incorporation or these Bylaws.

2.10 Proxies. Except as otherwise provided in these Bylaws, 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 or any lawful adjournment thereof. All proxies must be filed with the Secretary or the person designated by the Board of Directors prior to or at the meeting or prior to or at any lawful adjournment of the meeting. An executed facsimile appearing to have been transmitted by the proxy giver, or a photographic, photostatic, facsimile or equivalent reproduction of a proxy is a sufficient proxy.

2.11 Adjourned meetings. If any meeting of 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 to a date and time not less than 20 days nor more than ninety (90) days from the original date of the meeting by motion from the

floor. Said motion shall specify a date and time for the reconvened meeting. Notice to the membership shall be required at least fourteen days prior to the scheduled meeting. Furthermore, the quorum requirements at the reconvened meeting or any subsequent reconvened meeting shall be reduced to twenty percent (20%) of the votes of the entire membership of the Association. If any agenda item at a meeting of the members cannot be approved because approval of more than a quorum of the members is required but such required percentage is not present or is not achieved, the meeting may be adjourned from time to time until the requisite vote is achieved.

2.12 Action by Members Without a Meeting. Notwithstanding anything herein to the contrary, any action required or permitted to be taken at any annual or special meeting of members may be taken by written agreement without a meeting, signed by the members (or persons authorized to cast the vote of any such members as elsewhere herein set forth), so long as at least a quorum of the members participates and so long as the number of votes required to authorize or approve such action is obtained. Voting by written agreement shall be done in accordance with the provisions of the applicable Statute, as same may be amended from time to time.

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

- a. Call to order by President
- b. Election of Chairman of the meeting
- c. Calling of the roll and certifying of proxies
- d. Proof of notice of meeting or Waiver of Notice
- e. Reading and disposal of any unapproved minutes
- f. Reports of officers
- g. Reports of committees
- h. Elections of inspectors of election
- i. Election of Directors
- j. Unfinished business
- k. New business
- l. Adjournment

3. Directors

3.1 Membership. The affairs of the Association shall be managed by a Board of Directors of five (5) Directors. Eligibility for the Board shall be limited to owners and their spouses or live-in companions (live-in companions shall be defined to include an unmarried couple living together as a single housekeeping unit).

3.2 Election of Directors shall be conducted in the following manner:

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

b. The members of the Board of Directors shall be elected by written ballot. Proxies shall not be used in the election of the Board of Directors, either in general elections or elections to fill vacancies, except for vacancies caused by the recall of a majority of the Board. No lot owner shall permit any other person to vote his or her ballot, and any such ballots improperly cast shall be deemed invalid. Elections shall be decided by a plurality of those ballots cast. Cumulative voting is prohibited.

c. Written notice of the scheduled election shall be mailed, hand delivered or electronically transmitted to each Member at his last known address as it appears on the books of the Association. The first notice of the date of the election shall be mailed, hand delivered or electronically transmitted to each Member not less than sixty (60) days before the scheduled election. The first notice must contain the name and correct mailing address of the Association.

d. Any lot owner or other eligible person desiring to be a candidate for the Board must give written notice to the Association which must be received by the Association not less than twenty (20) days before the scheduled election. Written notice is effective when actually received by the Association. Nominations are also permitted from the floor at the election. No other nominations will be permitted.

e. Not less than fourteen (14) days before the scheduled election, the Association must mail, deliver or electronically transmit to the eligible voters at the addresses listed in the official records of the Association a second notice of the election, together with a ballot. Each lot must receive one (1) ballot. The second notice and accompanying documents must not contain any communication by the Board which endorses, disapproves or otherwise comments on any candidate. Accompanying the ballot must be an outer envelope addressed to the person or entity authorized to receive the completed ballots and a smaller inner envelope in which the ballot must be placed. The exterior of the outer envelope must indicate the name of the voter and the lot number being voted and must contain a signature space for the voter. Once the ballot is completed, the voter must place the completed ballot in the inner smaller envelope and

seal that envelope. The inner envelope must then be placed within the larger outer envelope and the outer envelope must then be sealed. Each inner envelope must contain only one (1) ballot, but if a person owns more than one (1) Lot and is, therefore, entitled to cast more than one (1) ballot, the separate inner envelopes required can be enclosed within a single outer envelope. The voter must sign the exterior of the outer envelope in the space provided for the lot owner's signature. The outer envelope must either be mailed or hand delivered to the Association. The submission of a ballot in the form required shall be counted as attendance at the annual meeting for purpose of establishing a quorum.

f. The written ballot must indicate in alphabetical order by surname, each and every lot owner or other eligible person who desires to be a candidate for the Board and who gave written notice to the Association not less than twenty (20) days before a scheduled election, unless such person has, prior to the mailing of the ballot, withdrawn his candidacy in writing. No ballot can indicate which candidates are incumbents on the Board. Write-in candidates are permitted only for those candidates nominated from the floor. No ballot may contain a section providing for the signature of a voter. Envelopes containing ballots received by the Association must be retained and collected by the Association and cannot be opened until the time of the election, after nominations are closed, and after a motion is approved by a floor vote at the annual meeting to close the polls.

g. The Association must have available additional blank ballots and envelopes at the meeting for distribution to the eligible voters who have not cast their votes. Each ballot distributed at the meeting must be placed in an inner and outer envelope as provided in subsection 3.2(f) hereof. At the meeting, as the first order of business in the election procedure, nominations must be taken from the floor, then a motion to close nominations must be adopted, ballots not yet cast must be collected, and motion to close the polls must be adopted. Next, a committee must be appointed by a motion and vote from the floor at the election and the signatures and lot identifications on the outer envelopes must be checked against the list of qualified voters. Any exterior envelope not signed by the eligible voter must be marked "disregarded" and any ballots contained therein cannot be counted. The voters must be checked off on the list as having voted. Then, in the presence of any lot owners in attendance, all inner envelopes must first be removed and then separated from the outer envelopes. Upon the commencement of the opening of the outer envelopes, the polls are closed, even if no such motion has been made and approved, and no more ballots can be accepted. Inner envelopes must then be opened and the ballots removed and counted in the presence of the lot owners. Any inner envelopes containing more than one (1) ballot must be marked "disregarded" and any ballots contained therein cannot be counted.

h. A quorum for the purpose of having an election of the members of the Board of Directors shall be established by members representing at

least thirty percent (30%) of all the votes in the Association casting a ballot in the election.

i. At any election held in conjunction with a meeting of the membership after the recall of a majority of the Directors, a quorum shall be established by the presence of members representing at least thirty percent (30%) of the voting interests of the Association, in person or by proxy.

j. In the event there are the same or fewer numbers of candidates as vacancies to be filled, an election shall not be necessary, and such candidates shall be deemed elected at the annual meeting or other election meeting. In the event there are fewer candidates than vacancies to be filled, such remaining vacancies shall be filled by appointment by the remaining directors, even if less than a quorum, subsequent to the annual meeting or election meeting. Upon receipt of election ballots members may, in respect to each vacancy, cast his vote for each or fewer than as many candidates as vacancies being filled. Cumulative voting is prohibited.

k. The Election Committee shall tally the votes for each of the candidates for the Board of Directors and provide its tally to the Chairman of the meeting. The Chairman shall thereafter read the names of the candidates which received the highest number of votes for the vacancies to be filled.

l. The completed ballots shall be returned to the Secretary or the Association's designated custodian for records. The completed ballots shall be retained in a secure location until the date of the next annual meeting of the Association.

m. If two or more candidates receive the same number of votes which would result in one or more candidates not serving or serving a lesser period of time, then the Association shall conduct a runoff election. The runoff shall include only those candidates who tied. Notice of the runoff must be sent to all members in accordance with these By-Laws within seven (7) days of the annual meeting and the runoff must be conducted within thirty (30) days of the annual meeting and in accordance with the requirements of these By-Laws applicable to elections.

n. Any director may be removed by concurrence of a majority of the votes of the entire membership pursuant to Chapter 720, Florida Statutes, as amended or renumbered from time to time. The vacancy in the Board of Directors so created shall be filled in accordance with the provisions of Chapter 720, Florida Statutes, as amended or renumbered from time to time.

o. Except as may otherwise be provided by law with respect to vacancies resulting from removal of Directors by members, vacancies in the Board of

Directors occurring between annual meetings of members shall be filled by the remaining Directors by a vote of a majority of the said remaining directors to serve the balance of the unexpired term.

p. Any Director who fails to attend three (3) or more Board meetings during any year of such Director's term of office without approval or consent of the Board of Directors shall be automatically disqualified to continue to serve as a Director and such Director's seat on the Board shall be deemed vacant to be filled by vote of the remaining Directors.

3.3 Directors shall serve staggered terms. At the first election instituting staggered terms the two (2) Board positions obtaining the highest number of votes shall serve an initial term of two (2) years and the three (3) Board positions receiving the next highest vote count shall serve an initial term of one (1) year. Thereafter, Directors shall be elected for two (2) year terms. If no election is required due to having the same or a fewer number of candidates than vacancies being filled, or if there is a tie for the last position for a two (2) year term, the Directors shall decide among themselves at the first Board meeting following such election which positions shall be for an initial term of one (1) year. The term of each director's service shall extend until his successor is duly elected and qualified or until he is disqualified or removed in the manner elsewhere provided in these Bylaws or by applicable law.

3.4 The organizational meeting of a newly-elected Board of Directors, for the purpose of electing Officers, as well as to address signatories on bank accounts, designate authorized contacts between the Association and various professionals, and for such other administrative purposes as shall be determined by the Board of Directors, shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

3.5 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. Special meetings of the Directors may be called by the President, or Vice President, and must be called by the Secretary at the written request of three (3) Directors. Notice of regular and special meetings shall be given to each Director, personally or by mail, electronic transmission, telephone or telegraph, and shall be transmitted at least three (3) days prior to the meeting. A notice of regular and special meetings shall be posted conspicuously forty-eight (48) hours in advance for the attention of members of the Association, except in an emergency. However, notice of any Board meeting at which special assessments will be considered or at which amendments to rules regarding Lot use will be considered must be mailed, delivered, or electronically transmitted to the owners and posted conspicuously within the Property not less than fourteen (14) days prior to the meeting. An assessment may not be levied at a Board meeting unless the notice of the meeting includes a statement that assessments will be considered and the

nature of the assessments. Certain meetings of the Board or any Committee may be closed to the membership of the Association as provided by applicable law, as amended from time to time.

3.6 Waiver of notice. Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the giving of notice. Attendance by any director at a meeting shall constitute a waiver of notice of such meeting, except when his attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

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

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

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

3.10 The order of business at Directors' meetings, to the extent applicable, shall be:

- a. Calling of roll
- b. Proof of due notice of meeting
- c. Reading and disposal of any unapproved minutes
- d. Reports of officers and committees
- e. Election of officers
- f. Unfinished business
- g. New business

h. Adjournment.

4. Powers and duties of the Board of Directors. All of the powers and duties of the Association, pursuant to applicable law, the Declaration, 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 lot owners when that is specifically required.

5. Officers

5.1 The executive officers of the Association shall be a President, a Vice-President, a Treasurer, and a Secretary, all of whom shall be elected from among the Board members, and all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed at any meeting by concurrence of a majority of all of the Directors. A person may hold more than one office except that the President may not also be the Secretary. No person shall sign an instrument nor perform an act in the capacity of more than one office. 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.

5.2 The President shall be the chief executive officer in the Association. He shall have all of the powers and duties that are usually vested in the office of President of an association.

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

5.4 The Secretary or other such person designated by the Board of Directors as assistant to the Secretary shall keep the minutes of all proceedings of the Directors and the members. The Secretary shall attend to the serving of all notices to the members and Directors and other notices required by law. The Secretary shall have custody of the seal of the Association and shall affix it to the instruments requiring a seal when duly signed. The Secretary 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.

5.5 The Treasurer shall have the custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. He shall submit a treasurer's report to

the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer.

6. Committees.

6.1 The standing committees of the Association shall be:

The Maintenance Committee; and

The Architectural Review Board (the "ARB").

Each Committee, other than the ARB, shall consist of a chairman and two (2) or more members and shall include at least one member of the Board of Directors. The Committees shall be appointed by the Board of Directors within thirty (30) days after each annual meeting of the Board of Directors to serve until succeeding committee members have been appointed. The Board of Directors may appoint such other committees as it deems advisable from time to time. The ARB, and any committee authorized to take final action on behalf of the Board of Directors concerning the expenditure of Association funds, shall conduct their affairs in the same manner as provided in these Bylaws and by law with respect to Board of Directors meetings. All other committees may meet and conduct their affairs in private without prior notice or owner participation unless otherwise provided by applicable law as amended from time to time. The requirement that certain committee meetings be open to the Lot Owner is inapplicable to meetings with the Association's attorney which may be closed or private pursuant to applicable law.

6.2 The Maintenance Committee shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of property in FOXE CHASE, and shall perform or seek the performance of such other functions as the Board in its discretion determines.

6.3 The ARB shall be appointed, shall serve, and shall have the duties and functions as described in the Declaration. A party aggrieved by a decision of the ARB shall have the right to make a written request to the Board of Directors to review the ARB's decision, provided that the request for review is filed, within thirty (30) days of receipt of the ARB's written decision. The determination of the Board upon reviewing such decision of the ARB shall in all events be dispositive.

6.4 The Maintenance Committee and other committees appointed and so empowered by the Board of Directors shall have the power to appoint subcommittees from among their membership and it may delegate to any subcommittees any powers, duties and functions subject to Board of Director approval of such appointment and delegation of powers, duties and/or functions.

6.5 It shall be the duty of each Committee to receive complaints from members on any matter involving Association functions, duties and activities within its scope of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, Director or officer of the Association which is further concerned with the matter presented.

7. Fiscal Management. The provisions for fiscal management of the Association set forth in the Articles of Incorporation and Declaration and amendments thereto shall be supplemented by the following provisions:

7.1 Accounts. The receipts and expenditures of the Association shall be accredited and charged to accounts under such classifications as the Board of Directors shall deem appropriate to facilitate orderly accounting procedures.

7.2 Annual Maintenance Assessments. Assessments against the owners shall be made by the Board of Directors for the calendar year annually, in advance, on or before December 1st, preceding the year for which the assessments are made. The amount required from each owner to meet the annual assessments shall be due after the mailing to the owners concerned of a statement for the annual assessment coming due setting forth the amount due and, if collectible in installments, the amount of such installments. If assessments are not made annually as required, assessments shall be presumed to have been made in the amount of the last prior assessment, and assessments in this amount shall be due on the first day of each calendar year until changed by an amended assessment. Annual assessments may be payable in installments as determined by the Board of Directors per the provisions of the Declaration. In the event an assessment shall be insufficient in the judgment of the Board of Directors to provide funds for the anticipated current expense for the ensuing year and for all of the unpaid operating expenses previously incurred, the Board of Directors may amend the budget and may make amended assessments for the balance of the year in sufficient amount to meet such expenses.

7.3 Special Assessments. Special Assessments for common expenses that cannot be paid from the annual maintenance assessments for common expenses shall be due after notice is given to the owners concerned, and shall be paid in such manner as the Board of Directors of the Association may require in the notice of special assessments. Notice of Board meetings at which the Board will consider the adoption of assessments shall be provided to the membership per the requirements of Chapter 720, Florida Statutes, as amended from time to time.

7.4 The depository of the Association shall be such bank or banks or other depositories as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawals of monies from those accounts shall be only by checks signed by such persons as are authorized by

the Directors provided, however, that all checks must be signed by at least two (2) authorized signatories.

7.5 Financial Reports. Annual financial reports shall be prepared in conformance with the requirements of Chapter 720, Florida Statutes, as renumbered or amended from time to time, and shall be distributed by direct delivery to the owners in accordance with applicable law.

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

9. Amendments. Except as elsewhere provided otherwise, these Bylaws may be amended in the following manner:

9.1 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.

9.2 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 a meeting considering the amendment may express their approval in writing, provided that approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, the approval must be by not less than a majority of the entire membership of the Association voting at a meeting or by written approval in lieu of a meeting.

9.3 Proviso. Provided, however, that no amendment shall discriminate against any member nor against any class of members unless the members so affected shall consent. No amendment shall be made that is in conflict with the Articles of Incorporation.

9.4 Execution and recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Association and Bylaws, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Palm Beach County, Florida.

10. Definitions. All terms used herein which are defined in the Declaration shall be used herein with the same meanings as defined in said Declaration.