

Prepared by and Return To:
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**CERTIFICATE OF RECORDING MERGED, AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THE LEXINGTON CLUB AND MERGED, AMENDED AND RESTATED BYLAWS OF
THE LEXINGTON CLUB AND MERGED, AMENDED AND RESTATED ARTICLES
OF INCORPORATION FOR THE LEXINGTON CLUB**

This Merged, Amended and Restated Declaration of Covenants, Conditions and Restrictions for The Lexington Club, a Florida Corporation not-for-profit ("Association") is made this ___ day of _____, 2018.

WITNESSETH:

WHEREAS, the real Property located in Palm Beach County, Florida as more particularly described in "Exhibit "C" together with all improvements thereon (the "Property"), is subject to the provisions of that certain Declaration of Covenants, Conditions and Restrictions for The Lexington Club as recorded in Official Records Book 5557, Page 325 of the Public Records of Palm Beach County, Florida, as amended from time to time, which provides a flexible and reasonable method for the administration and maintenance of the Property, and

WHEREAS, the Original Declaration may be amended from time to time with the approval of the Owners in accordance with Article XIII of an Amendment to the Declaration of Covenants, Conditions and Restrictions for The Lexington Club as recorded in Official Records Book 7531, Page 55 of the Public Records of Palm Beach County, Florida, and

WHEREAS, the Articles of Incorporation and Bylaws for Lexington Club are attached as an Exhibit thereto, as amended from time to time; and

WHEREAS, the required Membership approval of the Declaration, Bylaws and Articles have been obtained and the original Declaration, Bylaws and Articles are hereby terminated and are of no further force and effect,

NOW THEREFORE, the Original Declaration, Bylaws and Articles and all Amendments thereto are hereby terminated and of no further force and effect and the Association hereby declares that all of the real Property described in Exhibit "C" shall be held, transferred, sold, conveyed, leased, occupied and used subject to the following easements, restrictions, covenants, charges, liens and conditions which are for the purpose of protecting the value, attractiveness and desirability of said real Property and to provide a uniform plan of development for same. These conditions and

restrictions shall touch and concern and run with title to the Property and shall be binding on all parties having any right, title or interest in the Property or any portion thereof, and their successors, heirs, successors-in-title and assigns, and shall inure to the benefit of each and every person or entity, from time to time, owning or holding an interest in said real Property.

NOW, THEREFORE, the undersigned hereby certify that the attached Merged, Amended and Restated Declaration of Covenants, Conditions and Restrictions, Merged, Amended and Restated Bylaws and Merged, Amended and Restated Articles of Incorporation are true and correct copies of the full text of those documents, as amended by the Membership, as they exist as of this date. The exhibits to the original Declaration of Covenants are not being re-recorded herewith, unless specifically stated, and remain as attached to the original documents.

WITNESS my signature hereto this ____ day of _____, 2018, at Palm Beach County, Florida.

**THE LEXINGTON CLUB
COMMUNITY ASSOCIATION, INC.**

Witness

By: _____
President

PRINT NAME

Attest: _____
Secretary

Witness

PRINT NAME

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ____ day of _____, 2018 by _____ and _____, as President and Secretary, respectively, of THE LEXINGTON CLUB COMMUNITY ASSOCIATION, INC. a Florida non-for-profit Corporation, on behalf of the Corporation. They are personally known to me or have produced ____ as identification and did take an oath.

(Signature)

(Print Name)
Notary Public, State of Florida at Large

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Exhibit "B"	Merged, Amended and Restated Bylaws
Exhibit "C"	Legal Description

ARTICLE I DEFINITIONS

Section 1. Definitions

1.1 "Assessment" shall mean and refer to "Common Assessments," "Annual Assessments," "Individual Assessments," "Special Assessments," "Resale Capital Contribution," "Reserves," "Capital Improvement Assessments," and any other assessments (as each is hereinafter defined) collectively, as the context may require. They shall mean and refer to those charges made by the Association from time to time against each Owner and his Unit in accordance with Article X of this Declaration, for the purposes and subject to the terms set forth therein.

1.2 "Annual Budget" shall mean and refer to the estimated total expenditures for services to be provided by the Association and other expenses of the Association, as more particularly described in Article IX of this Declaration.

1.3 "Architectural Review Committee" or "ARC" shall mean and refer to the Architectural Review Committee of the Association as more particularly described in Article VII of this Declaration.

1.4 "Articles of Incorporation" or "Articles" shall mean and refer to the Merged, Amended and Restated Articles of Incorporation of the Association, a copy of which is attached hereto as Exhibit "A".

1.5 "Association" shall mean and refer to The Lexington Club Community Association, Inc., a Florida Corporation not-for-profit, and its successors and assigns. The Association may assign all or a portion of its rights hereunder, or all or a portion of its rights in connection with the appropriate portions of the Community.

1.6 "Board of Directors" or "Board" shall mean and refer to the Board of Directors of the Association.

1.7 "Bylaws of the Association" or "Bylaws" shall mean and refer to the Merged, Amended and Restated Bylaws of the Association which govern the administration and operation of the Association and have been adopted by the Board, a copy of which is attached hereto as Exhibit "B," as such Bylaws may be amended from time to time.

1.8 "Capital Improvement Assessment" shall mean a charge against each Owner and his Unit, representing a portion of the costs incurred by the Association for installation or

construction of any Improvements on any portion of the Common Areas which the Association may from time to time authorize.

1.9 "Common Areas" shall mean any and all real property located within the Property or easements thereon, together with any improvements thereon, and any personal property situated thereat, which are actually deeded to, dedicated to, or otherwise acquired by the Association. Such Common Areas shall be designed and intended for the common, nonexclusive use of certain (or all) of the Owners and their tenants, guests, licenses and invitees. Common Areas shall include those areas designated as such herein or in any Supplemental Declaration hereto or by or on any plat where dedicated thereon is made together with, if applicable and to the extent provided herein, all private roadways, landscaping and pedestrian areas, entry features, signs erected to identify the property or any portions thereof, the main gate houses (if any), irrigation and sprinkler systems, internal signalization and signage, areas surrounding canals or lakes and special design or landscaping features over or around such canals or lakes.

Furthermore, Common Areas shall include similar items or property which may hereafter be added to the Common Areas by Supplemental Declaration or otherwise regardless of whether any such items are capable of being legally described or lie within dedicated areas, together with the landscaping in any improvements thereon, including, without limitation, all structures, recreational facilities, open space, off-street parking areas, sidewalks, and other pedestrian paths (such as jogging and bicycle paths), street lights, walls, fountain features, but excluding any public utility installments thereon or any areas which have been dedicated to any public utility or special taxing district. Further provided, however, certain portions of the property shall not be deemed to be Common Areas to the extent that they are specifically made Common Areas of the Condominiums pursuant to a Declaration of Condominium as hereinafter described.

The Association may, but shall not be obligated to, specifically identify (by recording a legal description, signage, physical boundaries, site plans or other means) the Common Areas; such identification shall not be required for a portion of the Property to be deemed a Common Area hereunder. Without limiting the generality of any other provisions of this Article, in the event that the Association determines that a particular portion of the Property is or is not a Common Area hereunder, such determination shall be binding and conclusive.

1.10 "Common Expenses" shall mean the actual and estimated costs of operating the Association including any reasonable reserves, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the Bylaws, and the Articles of Incorporation of the Association.

1.11 "Community" shall mean The Lexington Club.

1.12 "Community Control Program" shall mean any electronic surveillance and/or monitoring system intended to control access, provide alarm service, and/or enhance the welfare of the Property. By way of example, and not of limitation, the term Community Control Program may include one or more electronic entrance gates, gatehouses, a roving attendant, a bulk alarm contract or any combination thereof. THE PROVISION OF A COMMUNITY CONTROL PROGRAM SYSTEM (INCLUDING ANY TYPE OF GATEHOUSE) SHALL IN NO MANNER CONSTITUTE A WARRANTY OR REPRESENTATION AS TO THE PROVISION OF OR LEVEL OF SECURITY WITHIN THE PROPERTY. THE ASSOCIATION DOES NOT GUARANTEE OR WARRANT, EXPRESSLY OR BY IMPLICATION, THE MERCHANTABILITY OF FITNESS FOR USE OF ANY COMMUNITY CONTROL PROGRAM SYSTEM, OR THAT ANY SUCH SYSTEM (OR ANY OF ITS COMPONENTS OR RELATED SERVICES) WILL PREVENT INTRUSIONS, FIRES, OR OTHER OCCURRENCES, REGARDLESS OF WHETHER OR NOT THE COMMUNITY CONTROL PROGRAM SYSTEM IS DESIGNED TO MONITOR THE SAME. EACH AND EVERY OWNER AND THE OCCUPANT OF EACH UNIT ACKNOWLEDGES THAT THE ASSOCIATION, ITS EMPLOYEES, AGENTS, MANAGERS, DIRECTORS, AND OFFICERS, ARE NOT INSURERS OF OWNERS OR UNITS, OR THE PERSONAL PROPERTY LOCATED WITHIN UNITS. THE ASSOCIATION WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES, OR DEATHS RESULTING FROM ANY SUCH EVENTS.

1.13 "Community Systems" shall mean and refer to any and all communication services, including but not limited to cable television, internet Services, information services, telecommunications, alarm monitoring lines, street lighting, conduits, wires, amplifiers, towers, antenna, equipment, materials, installations and fixtures (including those based on, containing or serving future technological advances not now known) and serving more than one Unit. The Association shall be permitted, but shall not be obligated to, install and/or cause the installation of Community Systems.

1.14 "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Properties. The Board may reasonably and more specifically determine such standard.

1.15 "Condominium" shall mean The Lexington Club Villas Condominium; that form of ownership of real property created pursuant to the provisions of the Act which is comprised of Units that may be owned by one or more persons or entities and there is appurtenant to each Unit, as part thereof, an undivided share in the Common Areas of Lexington Club Villas Condominium. "Condominium Association" shall mean The Lexington Club Villas Condominium Association which comprises a portion of the residential development known as The Lexington Club. By taking

title to a Condominium Unit, each Owner becomes subject to the terms and conditions of the Condominium Documents as well as The Lexington Club Community Association, Inc. Governing Documents and shall become a member of The Lexington Club Community Association, Inc. Furthermore, The Lexington Club Villas Condominium Association shall be governed by The Lexington Club Community Association, Inc.

1.16 "Condominium Assessments" shall mean Assessments for Common Expenses provided for herein or by any subsequent amendment which shall be used for the purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and Occupants of the Condominiums and of maintaining the properties within the Condominiums, all as may be specifically authorized from time to time by the Board of Directors and as more particularly authorized below.

1.17 "County" shall mean and refer to Palm Beach County, Florida, including all of its agencies, divisions, departments, attorneys or agents employed to act on its behalf.

1.18 "Days" shall mean and refer to calendar days.

1.19 "Declaration" shall mean and refer to this document, entitled "Merged, Amended and Restated Declaration of Covenants, Conditions and Restrictions for The Lexington Club as the same may be amended from time to time.

1.20 "Family" shall mean: (a) group of natural persons related to each other by blood or legally related to each other by marriage or adoption; or (b) a group of not more than four (4) persons not so related who maintain a common household in a residence.

1.21 "Governing Documents" shall mean and refer to this Merged, Amended and Restated Declaration, the Merged, Amended and Restated Articles of Incorporation and Merged, Amended and Restated Bylaws of the Association, as well as any Rules and Regulations and Use Restrictions adopted by the Board of Directors, as same may be amended from time to time.

1.22 "Guest" means any person who is not a member of the family occupying a Unit, and who is physically present in, or occupies the Unit by invitation from the Owner or other legally permitted occupant, without requirement to contribute money, perform any service or provide any other consideration to the Owner or lessee in connection with occupancy of the Unit. A permanent occupant of a Unit shall not be considered a Guest. Furthermore, an Owner of a Unit shall never be considered a Guest in the Unit he owns, unless the Owner is visiting his lessee in the Unit.

1.23 "Improvements" shall mean and refer to all structures of any kind, including, without limitation any building, fence, wall, signs, paving, grading, roads and sidewalks, any addition, alteration, screened enclosure, sewer, drain, disposal system, decorative building, landscaping or landscaping device or object or other changes to the natural state of the property and vegetation existing thereon.

1.24 "Institutional Mortgagee" shall mean and refer to any bank, bank holding company, trust company or subsidiary thereof, savings and loan Association, insurance company, union pension fund, mortgage company approved in writing by the Association, any agency of the United States government, or the Association, which holds a first mortgage of public record on any Unit, or part thereof, or other portion of the Property and the holder of any mortgage or public records given or assumed by the Association, whether a first mortgage or otherwise, in their successors and assigns.

1.25 "Institutional Mortgage" shall mean and refer to any mortgage of public record given or assumed by the Association, whether a first mortgage or otherwise or any first mortgage of public record on any Unit or part thereof, or other portion of the Property, owned or held by an Institutional Mortgagee as set term is defined in Section 1.19 of this Article.

1.26 "Individual Assessments" shall mean and refer to assessments levied against particular Units and/or Owners to the exclusion of others and other charges against specific Units or Owners as contemplated in this Declaration.

1.27 "Lakes" for purposes of this Declaration and all exhibits hereto, when referred to herein or therein, shall be deemed to mean and refer to any lake, marsh, pond, canal, creek, stream or other water body within the Community.

1.28 "Lessor" The Owner of a Unit who creates a Rental Agreement with a person other than a Unit Owner of the property being leased.

1.29 "Lot" shall mean any plot of land shown upon any recorded subdivision plat upon which a certificate of occupancy has been issued and one residential building is constructed.

1.30 "Management Company" shall mean and refer to the Person, firm, or other entity employed by the Association as its agent to assist it in fulfilling or carrying out certain duties, powers, obligations, or functions of the Association.

1.31 "Member" shall mean and refer to a person or entity entitled to membership in the Association, as provided herein.

1.32 "Mortgage" shall mean and refer to a mortgage, installation land sales contract, or other similar security instrument granting, creating or conveying a lien upon, or a security interest in a Unit.

1.33 "Mortgagee" shall mean and refer to the holder of a mortgage.

1.34 "Mortgagor" shall include the grantor of a deed of trust, as well as a mortgagor.

1.35 "Occupant" shall mean and refer to any Person, including, without limitation, any Owner or any guests, invitees, lessee, tenant or family Member of an Owner, occupying or otherwise using a Lot or Unit within the Property.

1.36 "Owner" shall mean and refer to a record Owner of a percentage of the fee simple interest in a Unit, excluding those Persons having an interest in a Unit merely as security for the performance of an obligation. If a Unit is owned by more than one Person, the term Owner shall mean each such Person, jointly and severally. Every Owner of a Lot or Unit shall be deemed to be a Member of the Association for purposes of this Declaration and the Bylaws.

1.37 "Party Wall" shall mean each interior wall built as part of the original construction of any attached single-family dwelling constructed upon the Properties and placed on the dividing line between the Lots thereof. Exterior landscape or privacy walls are not Party Walls.

1.38 "Person" shall mean and refer to any individual, corporation, governmental agency, trust, estate, partnership, Association, two or more Persons having a joint or common interest, or any other legal entity with the legal right to hold title to real Property.

1.39 "Properties" or "Property" shall mean and refer to the real property described in Exhibit "A" attached to the Original Declaration and shall further refer to such additional property as may hereafter be annexed by Subsequent Amendment to this Declaration or which is owned by the Association. That Exhibit "A" as recorded in Official Records Book 18102, Pages 0622-0678, Public Records of Palm Beach County, Florida is hereby made Exhibit "C" to this Declaration.

1.40 "Recreational Facilities" shall mean and refer to any Recreational Facilities that are constructed on the Property and may consist of, but not be limited to, a clubhouse, swimming pool, pool deck, social rooms and tennis courts. In addition, the lake shall constitute a portion of the Recreational Facilities. Recreational facilities are part of the Common Areas.

1.41 "Rental" Any property in Lexington Club where a rental agreement exists between an Owner and a Tenant.

1.42 "Resale Capital Contribution" shall have the meaning set forth in Article X hereof.

1.43 "Reserves" shall have the meaning as set forth in Article X hereof.

1.44 "Rules and Regulations" shall mean and refer to the Rules, Regulations, and policies of the Association, which are duly adopted by the Association from time to time.

1.45 "Special Assessment" shall mean and refer to a charge against Owners and their Units levied in accordance with Article IX of this Declaration.

1.46 "Unit" shall mean a portion of the Properties intended for use and occupancy as a residence for single family and shall, unless otherwise specified, include within its meaning (by way of illustration, but not limitation) Villas or Condominiums.

1.47 "Use Restrictions" shall mean and refer to those use restrictions contained in Article VI of this Declaration, including any amendments or additions to such use restrictions adopted by the Board of Directors.

1.48 "Villa" shall mean and refer to any residential Dwelling Unit known as a "Villa", which is not a Condominium Unit, and which is intended as an abode for one family or one integrated household and which is constructed (as evidenced by the issuance of a certificate of occupancy) on portions of the Property more particularly described as Residential Property.

1.49 "Villa Assessments" shall mean Assessments for Common Expenses provided for herein or by any subsequent Amendment which shall be used for the purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and Occupants of the Villas and of maintaining the Villas, all as may be specifically authorized from time to time by the Board of Directors and as more particularly authorized below.

The Villa Assessments shall be levied equally against Owners of Units of Villas for such purposes as are authorized by this Declaration or by the Board of Directors from time to time, provided that in the event of assessments for exterior maintenance of structures, or insurance on structures, or replacement reserves which pertain to a particular structure (pursuant to an amendment to this Declaration), such assessments (that are for the use and benefit of particular units) may be levied on a pro rata basis among benefited Owners, as determined by the Board of Directors.

1.50 "Voting Member" shall mean and refer to a person who is a Unit Owner as evidenced by legal title to a Unit in Lexington Club, and who has one (1) vote in all matters calling for voting in this Declaration and Bylaws. One Unit shall equal one vote in all matters referred to in this Declaration which calls for voting.

Section 2. Interpretation and Flexibility. In the event of any ambiguity or question as to whether any Person, entity, Property or improvement falls within any of the definitions set forth in this article I, the determination made by the Board and such regard shall be binding and conclusive.

ARTICLE II

PROPERTY SUBJECT TO DECLARATION; ADDITIONS THERETO

Section 1. Property. Every Owner shall have a right and easement of enjoyment in and to the Common area subject to this Declaration and to any restrictions or limitations contained in any deed or amendment to this Declaration conveying to the Association or subjecting to this Declaration such property. Any Owner may delegate his or her right of enjoyment to the members of his or her family, tenants, and social invitees subject to reasonable regulation by the Board and in accordance with procedures it may adopt. The real Property which shall initially be held, transferred, sold, conveyed, given, joined, and/or occupied subject to this Declaration is described in Exhibit "A" attached to the original Declaration recorded in Official Records Book 18102, Pages 0622-0678, Public Records of Palm Beach County, Florida and is hereby made Exhibit "C" to this Declaration.

Section 2. Dedication of Property. The Board shall have, by a two-thirds (2/3) vote, the power to dedicate, reserve and convey all or portions of the Common Areas to Palm Beach County, or any other controlling governmental agency, if required by any such governmental agency, and may grant easements over, under and through the Common Areas in favor of any of the foregoing governmental agencies, if required by any such governmental agencies.

Section 3. Annexation with Approval of the Members. Subject to the consent of the owner thereof, the Association may annex real property to the provisions of this Declaration and the jurisdiction of the Association. Such annexation shall require the affirmative vote of voting members representing a majority of the members of the Association at a meeting duly called for such purpose. Annexation of additional property shall be accomplished by filing of record in the public records of Palm Beach County, Florida, a subsequent Amendment in respect to the properties being annexed. Any such subsequent Amendment shall be signed by the President and Secretary of the Association, and the owner of the properties being annexed, and any such an annexation shall be effective upon filing unless otherwise provided therein. The relevant provisions of the Bylaws dealing with regular or Special meetings, as the case may be, shall apply to determine the time required for and the proper form of notice of any meeting called for the

purpose of considering annexation of Property pursuant to this Section and to ascertain the presence of a quorum at such meeting.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is an Owner shall be a Member of the Association. No Owner, whether one or more persons, shall have more than one (1) membership per Unit Owned. In the event the Owner of a Unit is more than one person or entity, votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership may be exercised only by a Member and not of a Member's spouse. The membership rights of a Unit owned by a corporation or partnership shall be exercised by the individual designated in a written instrument provided to the Secretary. Notwithstanding the foregoing, any such person or entity who merely holds record ownership as security for the performance of an obligation shall not be a Member of the Association unless and until such holder has acquired title to a Unit pursuant to foreclosure or judicial proceeding or deed in lieu of foreclosure. Membership shall continue until such time as the member transfers or conveys record ownership or such ownership is transferred or conveyed by operation of law, at which time, the membership, with respect to the property conveyed, shall automatically be conferred upon the transferee, subject to the approval of the Association as indicated in Section 41 of this Declaration. Membership shall be appurtenant to and may not be separated from ownership of property subject to this Declaration.

Section 2. Voting Rights. The Association shall have one class of voting membership. Each Member shall be entitled to one vote for each Unit. When more than one person holds the ownership interests required for membership, all such person shall be Members, and the votes for such Unit shall be exercised by a "Voting Member" as those persons or entities themselves determine and in accordance with the Bylaws; provided however, but in no event, shall more than one vote be cast with respect to each assessment Unit. In the event more than one person or entity for a single Unit seeks to exercise a vote; said vote shall be suspended. If a Unit is owned by a corporation, a general or limited partnership, trust, or other entity, it shall designate in writing one of its shareholders, officers, partners or trustees, as the case may be, to represent it as a Member in which Member shall be the Voting Member for the Unit.

Section 3. Board of Directors. The Association shall be governed by a Board of Directors as provided for in the Articles and Bylaws of the Association. The Board of Directors shall be elected by the Members of the Association.

Section 4. Use of Common Areas. Every Owner shall have a non-exclusive right, privilege and easement of use and enjoyment in and to the Common Areas, subject to this Declaration as it may be amended from time to time, and subject to any restrictions or limitations contained in this Declaration, the Bylaws, the Articles of Incorporation, the Board's Rules and Regulations as same may be amended from time to time, or in any deed conveying such property

to the Association or in any easements or other agreements encumbering the Common Areas. Any Recreational Facilities or equipment furnished by the Association or erected within the Common Area shall be used at the risk of the user, and the Association shall not be held liable to any Person or Entity for any claim, damage, or injury occurring thereon or related to use thereof. Any Owner may delegate his or her right to the enjoyment of the Members of his or her family, tenants, and social invitees subject to reasonable regulation by the Board, and in accordance with procedures which it may adopt. An Owner who leases his or her Unit shall be deemed to have delegated all such rights to the Unit's lessee.

ARTICLE IV COMMON AREA MAINTENANCE

Section 1. Maintenance.

A. The Association shall maintain and keep in good repair the Common Areas, except those areas designated as the Condominium Association's responsibility, if any; such maintenance to be funded as hereinafter provided. This shall mean and shall include, but not be limited to, maintenance, repair, and replacement, subject to any insurance then in effect, of all landscaping and other flora, all lakes, Lexington Club Blvd, the gatehouse, street lighting, mailboxes and the clubhouse. The Association shall provide landscaping maintenance and replacement of all landscaping and other flora surrounding each building of The Lexington Club Villas Condominium, as such areas may require it. The Association has the right, but not the obligation to provide security in the gatehouse at the Association's expense. In addition, the Association shall be responsible for the maintenance, repair and replacement, whether ordinary or extraordinary, and the repair and reconstruction after casualty, for the stucco walls, foundation, fascia and front/side gutters and downspouts which serve the same on the Villas. Further, the Association shall maintain on a periodic basis, or as needed in the opinion of the Board of Directors, the exterior paint, roof and exterior light fixtures of the Villas; such maintenance shall be deemed a Common Expense of the Villas.

B. Material Alterations. The Association shall have the right to make or cause to be made alterations or improvements to the Common Elements and Association Property which are approved by the Board of Directors. However, if the alteration or improvement is "material," then the alteration or improvement must be ratified by not less than a majority of the voting interests of the membership of the Association present in person or via proxy at a member's meeting in which a quorum is present. The term "material" as used in this Section means the following: To palpably or perceptively vary or change the form, shape, elements or specifications of a component from its original design or plan, or existing condition, in such a manner as to appreciably affect or influence its function, use or appearance.

C. Conflict of Maintenance Duties. In the event of any conflict, ambiguity or uncertainty as to whether certain maintenance or other duties as to any portion of the property falls

within the jurisdiction of the Association or the Condominium Association, the determination of the Association shall control.

D. Littoral Zones. As shown on Exhibit "A" attached to the First Amendment to Declaration of Covenants, Conditions and Restrictions for The Lexington Club as recorded in Official Records Book 7015, Page 208 of the Public Records of Palm Beach County, Florida and made a part hereof by reference only, are tracts which are dedicated for littoral zone and water management purposes to The Lexington Club Community Association, Inc., its successors and assigns. These littoral zones are the perpetual maintenance obligation of said Association, its successors and assigns, without recourse to Palm Beach County. It is a punishable violation of Palm Beach County laws, ordinances, codes, regulations and approvals to alter the approved slopes, contours or cross-sections, or to chemically or physically remove, damage, destroy, cut or trim any plants within said tracts without the prior written consent of the Palm Beach County Department of Environmental Resources Management.

Section 2. Owner's Responsibility for Maintenance. In accordance with this Declaration, all maintenance of a Unit and all structures and other improvements within a Unit shall be the sole responsibility of the Unit Owner thereof who shall perform such maintenance in a manner consistent with the Community-Wide standard of the properties and applicable covenants. If this work is not properly performed by the Owner, the Association may perform said work and shall assess the Owner; provided, however, except when entry is required due to an emergency situation, the Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry.

A. Negligence or Omissions by Owners. In the event any maintenance, repair, construction or reconstruction of any portion of the Common Areas are necessitated by the negligent or willful acts or omissions of an Owner or his guests, tenants, invitees, or family, such expense shall be borne solely by such Owner and his Unit, as applicable, which shall be subject to an Individual Assessment for such expense. In addition to and not in lieu of such assessment, the Association has the right but not the obligation to enforce any other remedies available to it at law or in equity against any responsible party for such negligent or willful acts or omissions. Any costs incurred by the Association in the exercise of its authority under this section shall be assessed to the Unit Owner as an Individual Assessment, with full collection rights pursuant to Article IX of this Declaration.

Section 3. Community Control Program

A. Right to Install. The Association shall have the right, but not the obligation, to install and/or contract for the installation of a Community Control Program for each Unit within the Property. All Owners specifically acknowledge that the Property may have a perimeter Community Control Program, such as fences, walls, hedges, or the like on certain perimeter areas. The Association shall not be held liable for any loss or damage by reason or failure to provide an adequate Community Control Program or Ineffectiveness of Community Control Program

measures undertaken.

B. No Liability. The Association shall not in any way be considered insurers or guarantors of the health, safety, welfare or security of any Owner, tenant, Occupant, guest, licensee, employee, invitee, pet or user of any portion of the Property. Any provisions of the Association documents setting forth the uses of Assessments which relate to health, safety and/or welfare shall be interpreted and applied only as limitations on the uses of Assessment funds and not as creating a duty of the Association to protect or further the health, safety or welfare of any persons, even if Assessment funds are chosen to be used for any such reason.

Each owner (by virtue of acceptance of title to his or her Unit) and each other person having an interest in or lien upon making any use of any portion of the Association (by virtue of accepting such interest or lien and making such uses) shall be bound by this provision and shall be deemed to have automatically waived any and all rights, claims, demand and causes of action against the Association arising from or connected with any matter for which the liability of the Association has been disclaimed in this Section.

As used in this Section, "Association" shall include within its meaning all of the Association's directors, officers, committee and Board Members, employees, agents, contractors (including management companies), subcontractors, successors and assigns, all of which shall be fully protected hereby.

C. Components. The Association may expand, reduce or modify the Community Control System by a vote of the majority of the Board, without the joinder or consent of the Owners or any third parties. The Association reserves the right to, at any time, increase, decrease, eliminate, or add manned or unmanned gate houses, information booths, sensors, gates and other access monitoring measures as it deems appropriate in its sole and absolute discretion.

D. Part of Association Expenses. The cost of operating and monitoring any Community Control System shall be included in Association Expenses and shall be payable as a portion of the Assessments against Owners payment of the cost and expenses of any such Community Control System shall be mandatory for all Owners, regardless of whether or not they utilize the Community Control System or services of such system.

E. Owners' Responsibility. All Owners and Occupants of any Unit, and the tenants, guests and invitees of any Owner, as applicable, acknowledge that the Association, its Board and officers do not represent or warrant that (a) any Community Control System, designated by or installed according to guidelines established, will not be compromised or circumvented, (b) any Community Control System will prevent loss by fire, smoke, burglary, theft, hold-up, vandalism, bodily injury or harm or otherwise, and/or (c) the Community Control System will in all cases provide the detection for which the system is designed or intended. Each Owner and the Association is responsible for protecting and insuring themselves in connection with such acts or incidents. Any modification of the security system in a Unit must be completed by the current security provider at the Owner's expense. The provision of a Community Control System (including any type of gatehouse) shall in no manner constitute a warranty or representation as to the provision of or level of security within the Property.

ARTICLE V INSURANCE AND CASUALTY LOSSES

Section 1. Insurance. The Association's Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain blanket all-risk insurance, if reasonably available, for all insurable improvements on the Common Area and may, but shall not be obligated to, by written agreement with the Condominium Association, assume the responsibility for providing the same insurance coverage on the Properties contained within the Condominiums. If blanket all-risk coverage is not reasonably available, then at a minimum an insurance policy providing fire and extended coverage shall be obtained. This insurance shall be in an amount sufficient to cover one-hundred percent (100%) of the replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard.

In addition to casualty insurance on the Common Area, the Association may, but shall not under any circumstance be obligated to, obtain and continue in effect adequate blanket all-risk casualty insurance in such form as the Board of Directors deems appropriate for one-hundred percent (100%) of the replacement cost of all structures located on properties. If the Association elects not to obtain such insurance, then the Condominium Association may obtain such insurance as a Common Expense of the Condominiums to be paid as Condominium Assessments as defined in Article I hereof. In the event such insurance is obtained by either the Association or the Condominium Association, the provisions of this Article shall apply to policy provisions, loss adjustment, and all other subjects to which this Article applies with regard to insurance on the Common Area. All such insurance shall be for the full replacement cost. All such policies shall provide for a Certificates of Insurance for each Member insured to be furnished to the Association or Condominium Association, as applicable.

Premiums for all insurance on the Common Area shall be common expenses of the Association; premiums for insurance provided to the Villas shall be charged to the Villas and premiums for insurance provided to the Condominiums shall be charged to the Condominiums. The policy may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost. The deductible shall be paid by the party who would be responsible for the repair in the absence of insurance and in the event of multiple parties shall be allocated in relation to the amount each party's loss bears to the total.

The Board shall also obtain the following insurance policies:

A. Liability Insurance. The Board or its duly authorized agents shall have the authority to and shall obtain and continue in effect a public liability policy covering all the Common Areas and all damage or injury caused by the negligence of the Owners (and Tenants, invitees, licenses, and household Members), the Association, its Directors and Officers, or any of its agents. Such public liability policy shall provide such coverages as are determined to be necessary by the Board. The Association shall obtain insurance for all other perils including all perils normally covered by the standard "all risk" endorsement where such is available, including but not limited to, vandalism and malicious mischief. An Agreed amount and Inflation Guard Endorsement is required, if

available. Such policies must provide that they may not be canceled or substantially modified by any party, without at least thirty (30) days' prior written notice to the Association. Unless higher insurance requirements are contained in any covenants or restrictions for the Condominiums, the following shall apply: insurance obtained on the Properties contained within the Condominiums, whether obtained by the Condominium Association or the Association, shall meet the requirements of this Article. Costs of such coverage shall be a charge to the Members residing within the Condominiums.

B. Workmen's Comp Insurance. Workers compensation insurance and other mandatory insurance, to the extent available.

C. Flood Insurance. If determined appropriate by the Board or if required by an Institution Mortgage, a master or blanket policy of flood insurance covering the Association Property, if available under the National Flood Insurance Program, which flood insurance shall be in the form of a standard policy issued by a Member of the National Flood Insurers Association, and the amount of the coverage of such insurance shall be the lesser of the maximum amount of flood insurance available under such program, or one hundred percent (100%) of the current replacement cost of all buildings and other insurable property located in the flood hazard area.

D. Directors and Officers Liability Insurance. Each Member of the Board, past and present, shall be covered by Directors' and Officers' liability insurance in such amounts and with such provision as approved by the Board, however such insurance must fund the obligations described in Article V hereof.

E. Association as Agent. All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association and costs of all such coverage shall be a Common Expense. Exclusive authority to adjust losses under policies obtained by the Association and hereafter in force with respect to the Property shall be vested in the Board of Directors, provided, however, that no Mortgagee or other security holder of the Common Areas having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto. The Association is irrevocably appointed agent for each Owner of any interest relating to the Common Areas to adjust all claims arising under insurance policies purchased by Association and to execute and deliver releases upon the payment of claims.

F. Waiver of Subrogation. As to each policy of insurance maintained by the Association, which will not be voided or impaired thereby, the Association hereby waives and releases all claims against the Board of Directors, the Owners, and the agents and employees of each of the forgoing, with respect to any loss covered by such insurance, whether or not caused by negligence of, or breach of, any agreement of said persons but only to the extent that such insurance proceeds are received in compensation for such loss.

Cost of insurance coverage obtained by the Association for the Common Areas shall be included in the Annual Assessment as defined in Article I, and as more particularly described in Article IX.

All such insurance coverage obtained by the Board of Directors shall be written in the name

of the Association as trustee for the respective benefited parties, as further identified in (b) below. Such insurance shall be governed by the provisions hereinafter set forth:

(a) All policies shall be written with a company licensed to do business in Florida which holds a rating of A or better if reasonably available, or, if not available, the most nearly equivalent rating.

(b) All policies on the Common Areas shall be for the benefit of the Owners and their Mortgagees as their interests may appear.

(c) Exclusive authority to adjust losses under policies in force on the properties obtained by the Association shall be vested in the Association's Board of Directors; provided, however, no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(d) In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their Mortgagees.

(e) All casualty insurance policies shall, have an Inflation Guard Endorsement, if reasonably available, and an Agreed Amount Endorsement with an annual review by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the Palm Beach County Florida area.

(f) The Association's Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(i) a waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, its manager, the owners, and their respective tenants, employees, agents, and guests;

(ii) a waiver by the insurer of its rights to repair, and reconstruct, instead of paying cash;

(iii) that no policy may be canceled, invalidated or suspended on account of any one or more individual Owners;

(iv) that no policy may be canceled, invalidated, or suspended on account of the conduct of any Director, Officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, any Owner, or Mortgagee;

(v) if any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

(vi) that no policy may be canceled or substantially modified without at least 10

days' prior written notice to the Association.

(g) The Association's Board of Directors may, in their discretion, obtain such other types of insurance for the Association as they deem necessary.

G. In addition to the other insurance required by this Article, the Board shall obtain, as a Common Expense, if available, a blanket fidelity bond for all Officers, Directors, trustees and employees of the Association, and all other persons handling or responsible for funds of, or administered by the Association. In the event the Association delegates some or all of the responsibility for the handling of the funds to a professional management company or licensed manager, such bonds shall be required for its officers, employees and agents, handling or responsible for funds of, or administered on behalf of the Association. The amount of the fidelity bond shall be based upon reasonable business judgment. The fidelity bonds required herein must meet the following requirements (to the extent available at a reasonable premium).

1. The bonds shall name Association as an obligee.
2. The bonds shall contain waivers, by the issuers of the bonds, of all defenses based upon the exclusion of persons serving without compensation from the definition of "employee" or similar terms or expressions.
3. The premiums on the bonds (except for premiums on fidelity bonds maintained by a professional management company, or its officers, employees and agents), shall be paid by Association.
4. The bonds shall provide that they may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days' prior written notice to Association.

Section 2. Individual Insurance. By virtue of taking title to a Unit subject to the terms of this Declaration, each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry blanket all risk casualty insurance on the Unit(s) and structures constructed thereon as provided for in Section 1 of this Article V, unless the Condominium Association in which the Unit is located shall carry such insurance (which they are not obligated to do). Each Owner further covenants and agrees that in the event of a partial loss or damage and destruction resulting in less than total destruction of structures comprising his Unit, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction and the owner shall pay the costs of any repair or reconstruction which are not covered by insurance proceeds. In the event that the structure is totally destroyed, the Owner may decide not to rebuild or to reconstruct, in which case the Owner shall clear the Unit of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction and the Owner shall continue to maintain the Unit in a neat and attractive condition. The Condominium Association may impose more stringent requirements regarding the standards for rebuilding and the requirements of Individual Insurance.

Section 3. Disbursement of Proceeds. Proceeds of an insurance policy shall be disbursed

as follows:

(a) If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such cost of repairs or reconstruction to the Common Area or, in the event no repair or reconstruction is made, after making such settlement as it is necessary and appropriate with the affected Owner or Owners and their Mortgagees, as their interests may appear, shall be retained by and for the benefit of the Association and placed in the Capital Reserves Account (or other Reserves Account in the determination of the Board). This is a covenant for the benefit of any Mortgagee of a Unit and may be enforced by such Mortgagee.

(b) If it is determined, as provided for in Section 4 of this Article, that the damage or destruction to the Common Areas for which the proceeds are paid shall not be repaired or reconstructed, such proceeds shall be disbursed in the manner provided for excess proceeds in subsection (a) above.

Section 4. Damage and Destruction.

(a) Immediately after the damage or destruction by fire or other casualty to all or any part of the Properties covered by insurance written in the name of the Association, the Board of Directors, or its duly authorized agent, shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Properties. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Properties to substantially the same condition in which they existed prior to the fire or other casualty.

(b) Any damage or destruction to the Common Areas shall be repaired or reconstructed unless the Voting Members representing at least seventy-five percent (75%) of the total vote of the Association shall decide within sixty (60) days after the casualty not to repair or reconstruct. Any damage or destruction to the common property of the Condominiums shall be repaired or reconstructed unless Owners of Seventy-Five (75%) percent of the Units in the Condominiums shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within such period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) days. No Mortgagee shall have the right to participate in the determination of whether the Common Area damage or destruction shall be repaired or reconstructed.

(c) In the event that it should be determined in the manner described above that the damage or destruction to the Common Area or to the common property of the Condominium Association shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the affected portion of the Properties shall be restored to their natural state and maintained by the Association or Condominium Association in a neat and attractive condition.

Section 5. Repair and Reconstruction. If the damage or destruction to the Common Area or to the common property of the Condominiums for which the insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Voting Members, levy a Special Assessment against all Owners on the same basis as provided for Annual Assessments; provided, if the damage or destruction involves the common property of either the Villas or the Condominiums, only the Villas or Condominiums shall be subject to the Assessment. Additional Assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. Notwithstanding the foregoing, the Association shall only be responsible for repair and reconstruction after casualty for the Villa(s) stucco walls, foundation, fascia, front/side gutters and downspouts which serve same. Such repair and reconstruction shall be a Common Expense against the Villas only.

Section 6. Association's Assumption of Maintenance for the Villas. Beginning with the date on which a certificate is recorded reflecting membership approval, the Association shall assume the following responsibilities with regard to the maintenance, repair and replacement, whether ordinary or extraordinary, and the repair and reconstruction after casualty, for the following unit components only:

- a. Stucco walls
- b. Foundation
- c. Fascia
- d. Front and side gutters and downspouts which serve the same.
- e. Roof Repairs

This Section 6 will also apply retroactively only for that maintenance, repair and replacement and repair and reconstruction after casualty, as to those components which the Association previously undertook the responsibility. The cost of the assumption of responsibility set forth in this Section 6 shall be borne solely by the Villa Unit Owners, and not by the Condominium Unit Owners.

ARTICLE VI COMMON AREAS

Section 1. No Partition. Except as is permitted in the Declaration or Amendments thereto, there shall be no physical partition of the Common Areas or any part thereof, nor shall any person acquiring any interest in the Properties or any part thereof seek any such judicial partition unless the Properties have been removed from the provisions of this Declaration. This Article shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

Section 2. Title to Common Areas. Title to the Common Areas was conveyed to the

Association at the time the developer turned over the Association to the Members. Notwithstanding the manner in which title is held, the Association shall be responsible for the management, maintenance, and operation of the Common Areas and for the payment of all real estate taxes and other charges which are liens against the Common Areas. The Association assumes all responsibilities under any permits or governmental approvals affecting the Common Areas.

Section 3. Obstruction of Common Areas. No portion of the Common Areas may be obstructed, encumbered, or used by Owners for any purpose other than as permitted by the Association or the Board, who may promulgate Rules and Regulations from time to time, or this Declaration.

Section 4. Assumption of Risk. Without limiting any other provision herein, each person within any portion of the Common Areas accepts and assumes all risk and responsibility for noise, liability, injury, or damage connected with use or occupancy of any portion of such Common Areas including, without limitation, (a) noise from maintenance equipment, (b) use of pesticides, herbicides and fertilizers, (c) view restrictions caused by maturation of trees and shrubbery, (d) reduction in privacy caused by the removal or pruning of shrubbery or trees within any portion of the Common Areas and (e) design of any portion of the Common Areas. The person also expressly indemnifies and agrees to hold harmless the Association and all employees, directors, representatives, officers, agents, contractors and partners of the foregoing, from any and all damages, whether direct or consequential, arising from or related to the person's use of the Common Areas, including for attorneys' fees, paraprofessional fees and costs at trial and upon appeal. Without limiting the foregoing, all persons using the Common Areas, including without limitation, any pool, pond, lake or area adjacent to these areas, do so at their own risk. BY ACCEPTANCE OF A DEED, EACH OWNER ACKNOWLEDGES THAT THE COMMON AREAS MAY CONTAIN WILDLIFE INCLUDING, BUT NOT LIMITED TO SUCH SPECIES AS ARMADILLOS, GOPHER TORTOISE, ALLIGATORS, FISH, RACCOONS, DEER, SNAKES AND OTHER REPTILES, FOWL, AND FOXES. THE ASSOCIATION SHALL HAVE NO RESPONSIBILITY FOR MONITORING SUCH WILDLIFE OR NOTIFYING OWNERS OR OTHER PERSONS OF THE PRESENCE OF SUCH WILDLIFE. EACH OWNER, TENANT AND HIS OR HER GUESTS AND INVITEES ARE RESPONSIBLE FOR THEIR OWN SAFETY.

Section 5. Owner's Obligation to Indemnify. Each Owner agrees to indemnify and hold harmless the Association and its officers, directors, agents, employees and contractors (collectively, "Indemnified Parties") against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever ("Losses") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to the Common Areas, including, without limitation, use of the lake and other water bodies within the Property by Owners, Occupants, tenants and their guests, family members, invitees, or agents, or the interpretation of this Declaration and/or exhibits attached hereto and/or from any act or omission of the Association, or of any of the Indemnified Parties. Should any Owner bring suit against the Association or any

of the Indemnified Parties for any claim or matter and fail to obtain Judgment therein against such Indemnified Parties, such Owner shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorneys' fees and paraprofessional fees at trial and upon appeal and in the collection of attorneys' fees and paraprofessional fees.

Section 6. Burden upon the Property. It is hereby declared that this Declaration and the covenants, restrictions and easements established herein shall be covenants to run with the land, and shall inure to the benefit of, and be binding upon, each and every Owner and his or her respective heirs, representatives, successors, purchasers, lessees, grantees and mortgagees. By the recording or acceptance of the conveyance of a Unit or any interest therein, the person or entity to whom such interest is conveyed shall be deemed to accept and agree to be bound by the provisions of this Declaration and the Bylaws of the Association.

Section 7. No Severability of Rights. The rights, liabilities and obligations set forth herein shall attach to and run with the ownership of any portion of the Property as more specifically set forth herein and may not be severed or alienated from such ownership. The transfer of the fee title to a Unit, whether voluntary or by operation of law, terminating the Owner's title to that Unit shall terminate the Owner's rights to the use of and enjoyment of the Common Areas as it pertains to that Unit. An Owner's rights and privileges under this Declaration are not assignable separately from a Unit.

Section 8. Waiver of Use. No Owner may exempt himself from personal liability for assessments duly levied by the Association. No Owner may release the Unit owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the Common Areas and the facilities thereon or by abandonment of his Unit.

Section 9. Default by Another Owner. No default by any Owner in the performance of the covenants and promises contained in this Declaration or by any person using the Common Areas or any other act of omission by any of them shall be construed, or considered (a) a breach by Association or a non-defaulting Owner or other person or entity of any of their promises or covenants in this Declaration; or (b) an actual, implied or constructive dispossession of another Owner from the Common Areas; or (c) an excuse, justification, waiver or indulgence of the covenants and promises contained in this Declaration.

Section 10. Waterbodies. BY ACCEPTANCE OF A DEED TO A UNIT OR LOT, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL WATERBODIES MAY VARY. THERE IS NO GUARANTEE BY THE ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME. AT TIMES, WATER LEVELS MAY BE NON-EXISTENT. The Association shall not be obligated to erect fences, gates, or walls around or adjacent to any waterbody within The Lexington Club. No fence or other structure may be placed within any lake maintenance easement. Swimming and/or boating will not be permitted in any waterbody. No private docks may be erected within any waterbody forming part of the Common Areas.

ARTICLE VII CONDEMNATION

Whenever all or any part of the Common Areas shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of all Owners) by any authority having the power of condemnation or eminent domain, each owner shall be entitled to notice thereof. The award made for such taking shall be payable to the Association as Trustee for all Owners to be disbursed as follows:

If the taking involves a portion of the Common Area on which improvements have been constructed, then if a majority of the Board of Directors and the Voting Members representing at least seventy-five percent (75%) of the total votes of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Area to the extent lands are available therefore, in accordance with plans approved by the Board of Directors of the Association. If such improvements are to be repaired or restored, the above provisions in Article V hereof regarding the disbursement of funds in respect to casualty damage or destruction of which is to be repaired shall apply. If the taking does not involve any improvements on the Common Area, or if there is a decision made not to repair or restore, or if there are net funds remaining after such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board of Directors of the Association shall determine.

ARTICLE VIII EASEMENTS

Section 1. Access Easements. All Owners, by accepting title to Units conveyed subject to this Declaration, waive all rights of uncontrolled and unlimited access, ingress and egress to and from such Unit and acknowledge and agree that such access, ingress and egress shall be limited to roads, walkways, paths, sidewalks and other Common Areas located within the Property, from time to time for such purposes, provided that pedestrian and vehicular access to and from all Units shall be provided at all times

Section 2. Permits, Licenses and Easements. The Association shall have the right to grant, modify, amend and terminate permits, licenses and easements over, upon, across, under and through the Common Areas of the Property (including Units) for telecommunications systems, utilities, roads and other purposes reasonably necessary or useful as it determines, in its sole discretion. To the extent legally required, each Owner shall be deemed to have granted to the Association irrevocable power of attorney, coupled with an interest, for the purposes herein expressed.

Section 3. Appurtenant Easements.

A. The Association hereby grants to the Owner of each Residential Unit, his guests, lessees, licensees, and invitees as an appurtenance to the ownership of fee title interest to same and subject to this Declaration, the Articles and Bylaws of the Association and the Rules and Regulations promulgated by the Association and all Supplemental Declarations that may hereafter be recorded in the Public Records of Palm Beach County, Florida, a perpetual, nonexclusive easement for ingress and egress over, across and through and for the use and enjoyment of all roadways and other rights of way, such use and enjoyment to be shared in common with the other Owners of any of the Property, their guests, lessees, licensees and invitees, provided that such easements shall be subject to such express limitations as may be placed upon the use of any roadway and other rights of way not dedicated to the public located within a portion the Association.

Section 4. Utility Easement. The Association reserves to itself, its successors and assigns, a perpetual easement upon, over, under and across the Property for the purpose of maintaining, installing, repairing, altering and operating sewer lines, water lines, waterworks, sewer works, force mains, lift stations, water mains, sewer mains, Telecommunication Systems, Multichannel Video Programming Service, Community Control Program system, water distribution systems, sewage disposal systems, effluent disposal systems, pipes, wires, siphons, valves, gates, pipelines, and all machinery and apparatus appurtenant to all of the foregoing as may be necessary or desirable for the installation and maintenance of utilities servicing all Owners of any of the Property and servicing the Property, all such easements to be of a size, width and location as the Association, in its discretion, deems best but selected in a location so as to not unreasonably interfere with the use of any improvements which are now, or will be, located upon the Property. In addition, there shall be an easement, upon, over, under and across a portion of the Property for purposes of maintenance and repair of utilities in favor of Hamilton Place Joint Venture as detailed in that Certain Grant of Easement as recorded in Official Records Book 6534, Page 1792, Public Records of Palm Beach County, Florida.

Without limiting the generality of the foregoing, there are hereby reserved for Palm Beach County, Florida, in the applicable utility companies' easements across all Units on the Properties for ingress, egress, installation, cleaning, placing, repairing, and maintaining meter boxes for water, gas, electricity or other utilities, as required.

Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on said Properties, except as may be approved by the Association's Board of Directors. Should any entity furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Board of Directors shall have the right to grant such easement on said Properties without conflicting with the terms hereof. The easements provided for in this Article shall in no way adversely affect any other recorded easement on the Properties.

Section 5. Service Easement. The Association hereby grants to delivery, pickup and fire protection services, police and other authorities of the law, United States mail carriers,

representatives of electrical, telephone, cable television, and other utilities authorized by the Association, its successor or assigns, to service the Property, and to such other persons as the Association from time to time may designate, the nonexclusive, perpetual right of ingress and egress over and across the Property, roadways, and other rights of way for the purposes of performing their authorized services and investigations. The provisions of this section shall be limited to the roadways and other rights of way, both public and private, shown on the Plat.

Section 6. Signage Easements. The Association hereby reserves to itself, its successors and assigns, and to the Association, a perpetual easement, privilege and right in and over, under, on and across the Common Areas running adjacent to the perimeters of The Lexington Club for the purpose of erecting, maintaining, and repairing signage for The Lexington Club. The term "signage" as used in this section shall include, but not be limited to, signs, planter boxes, landscaping, fountains, and waterfalls.

Section 7. Streetlight Easements. Easements for the installation and maintenance of streetlights are hereby granted to the Association within all public or private roads and road rights-of-way and as shown on all recorded plats for the Property. Within these easement areas, the Association may install and maintain streetlights and related apparatus as the Association deems necessary or appropriate. The Association and its agents, employees and contractors shall have access to all Units for the purpose of the operation and maintenance of such street light easements. The Association shall have the right to contract for the maintenance of any portion of the streetlight system with an established streetlight maintenance company or with any other party.

Section 8. Easements for Association. There is hereby reserved a general right and easement for the benefit of the Association, its directors, officers, agents, contractors and employees, including, but not limited to, any personnel or contractors employed by the Association and any employees of such contractor, to enter upon any Unit in the performance of their respective duties. Except in the event of emergencies, this easement is to be exercised only during daylight hours. In the case of any emergency originating in, or threatening the Property or any Unit, regardless of whether the Owner or occupant is present at the time of such an emergency, a Member of the Board or Association or any other Person authorized by the Board, may enter the Property or such Unit, for the purpose of remedying, or abating, the cause of such an emergency, and such right of entry shall be immediate.

A. Drainage Easement. A non-exclusive easement shall exist in favor of the Association and their designees, and any applicable water management district, state agency, county agency and/or federal agency having jurisdiction over The Lexington Club over, across and upon The Lexington Club for drainage, irrigation and water management purposes. A non-exclusive easement for ingress and egress and access exists as shown on the Plat for such Properties in order to construct, maintain, inspect, record data on, monitor, test, or repair, as necessary, any water management areas, conservation areas, mitigation areas, irrigation systems and facilities thereon and appurtenances thereto. No structure, landscaping, or other material shall be placed or be permitted to remain which may damage or interfere with the drainage or irrigation of The

Lexington Club and/or installation or maintenance of utilities or which may obstruct or retard the flow of water through The Lexington Club and/or water management areas and facilities or otherwise interfere with any drainage, irrigation and/or easement provided for in this Section or the use rights set forth elsewhere in the Declaration.

B. Landscaping Easement. Easements for the installation and maintenance of sod and other landscaping of swales and other areas are hereby granted to the Association for all public or private roads and road rights-of-way and as shown on all recorded plats for the Property. Within these easement areas, the Association may install and maintain sod and such other landscaping as the Association deems necessary or appropriate.

C. Lake Maintenance Easement. There is hereby reserved for the benefit of the Association and its agents, employees, contractors, successors and assigns, an alienable, transferable and perpetual right and easement to enter upon any tract of land for the purpose of maintenance of certain lakes subject to said Declaration of Easements as recorded in Official Records Book 7060, Page 984 of the Public Records of Palm Beach County, Florida.

Section 9. Encroachment Easements. There shall be reciprocal appurtenant easements of encroachment as between each Unit and such portion or portions of the Common Area adjacent thereto or as between adjacent Units due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than one (1) foot, as measured from any point on the common boundary between each Unit and the adjacent portion of the Common Area or as between said adjacent Units, as the case may be, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to the willful and knowing conduct on the part of an Owner, tenant, or the Association.

Section 10. Bike Path Easement. The Association shall be responsible for the maintenance, repair and replacement of that certain 10' Bike Path Easement as described and shown in that certain Declaration of Easement as recorded in Official Records Book 6276, Page 445 of the Public Records of Palm Beach County, Florida.

Section 11. Creation of Easements. Should the intended creation of any easement provided for in this Declaration fail by reason of the fact that at the time of creation there may be no grantee in being having the capacity to take and hold such easement, then any such grant of easement deemed not to be so created shall nevertheless be considered as having been granted directly to the Association's agent for such intended grantees for the purpose of allowing the original party or parties to whom the easements were originally granted the benefit of such easement, and the Owners hereby designate the Association as their lawful attorney-in-fact to execute any Instrument on such Owners' behalf as may hereafter be required or deemed necessary for the purpose of later creating such easement as it was intended to have been created herein. Formal language of grant or reservation with respect to such easements, as appropriate, is hereby incorporated in the easement provisions hereof to the extent not so recited.

Section 12. Extent of Easements. The rights and enjoyment of the easements created hereby shall be subject to such reasonable Rules and Regulations for the use and enjoyment of the rights granted by the easements as may be promulgated by the Association from time to time through the Board.

Section 13. Further Restrictions. Nothing other than storm water may be discharged into any lake, canal, or other body of water located within or adjacent to the Property. Any permanent device through which water is drawn from any lake, canal, or other body of water onto or within any of the Property, by a Member, shall be subject to the prior written approval of the Architectural Review Committee as hereinafter established.

ARTICLE IX RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. Common Area and Rights-of Way. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including, without limitation, furnishings and equipment related thereto and common landscaped areas), and shall keep it in good, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions hereof.

Section 2. Personal Property and Real Property for Common Use. The Association, through action of its Board of Directors, may acquire, hold, and dispose of tangible and intangible personal property and real property.

Section 3. Rules and Regulations. The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the properties, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions may include reasonable monetary fines, which shall be levied as a Special Assessment as provided in this Declaration, and suspension of the right to vote and the right to use the recreational facilities. The Board shall, in addition, have the power to seek relief in any court for violations or to abate nuisances. Imposition of sanctions shall be as provided in the Bylaws of the Association. In addition, the Association through the Board, may, by contract or other agreement, enforce court ordinances or permit Palm Beach County to enforce ordinances on the Properties for the benefit of the Association and its Members.

Section 4. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or the Bylaws, or the Florida Statutes as amended from time to time, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

Section 5. Powers of the Association with Respect to the Condominium Association. The Association shall have the absolute power to veto any action taken or contemplated to be taken by the Condominium Association and the Association shall have the absolute power to require

specific action to be taken by the Condominium Association in connection with the Condominium Association's obligations and responsibilities hereunder or under any other covenants affecting the properties. Without limiting the generality of the foregoing, the Association may veto any decision of the Condominium Association (or architectural control committee or other committee thereof), and the Association may require specific maintenance or repairs or aesthetic changes to be effectuated, require that a proposed budget include certain items and that expenditures be made therefor, veto or cancel any contract providing for maintenance, repair or replacement of the Property governed by such Condominium Association, and otherwise require or veto any other action as the Association deems appropriate from time to time.

Any action required by the Association in a written notice to be taken by the Condominium Association shall be taken within the time frame set by the Association in such written notice. If the Condominium Association fails to comply with the requirements set forth in such written notice, the Association shall have the right to effect such action on behalf of the Condominium Association and shall assess the Units contained within for their pro rata share of any expenses incurred by the Association under the circumstances (to cover the Association's administrative expenses in connection with the foregoing and to discourage failure to comply with the requirements of the Association) in the manner provided in Article IX. Such Assessments may be collected as a Special Assessment hereunder and shall be subject to all Lien rights provided for herein.

Section 6. Additional Powers and Duties of the Association.

A. The right of the Association to permit persons other than Members and designated persons to use certain portions of the Common Areas and any recreational facilities that may be constructed thereon under such terms as the Association and its successors and assigns may determine;

B. The right of the Association to have, grant and use general ("blanket") and specific easements over, under and through the Common Areas, and to modify, amend, terminate, supplement and re-locate such easements;

C. The right of the Association, acting through the Board to mortgage, pledge, or hypothecate any or all of its real and Personal Property as security for money borrowed or debts incurred.

D. The right of the Association, acting through the Board, to take such steps as are reasonably necessary to protect the Common Areas against Foreclosure.

E. The right of the Board to establish parking regulations throughout the Common Areas. In the event the Board has established parking regulations, the Board shall also promulgate procedures for the enforcement of the parking regulations, including, without limitation, the Assessment of fines against Owners or tenants who violate the parking regulations and against Owners and tenants whose family Members, guests, invitees, licensees, employees, or agents violate the parking regulations. Before any fine shall be levied, the Owner or tenant shall be entitled to notice and an opportunity to be heard in accordance with Florida Statutes.

F. The right to enforce the restrictions contained on any plat, or filed separately in the public records of the county, with respect to all or any portion of the Property.

G. The right to enforce all of the provisions of this Declaration, the Articles and Bylaws of the Association and all exhibits thereto, and all Rules and Regulations adopted by the Association, as same may be amended from time to time.

H. The right of the Association to enter into easement agreements or other use or possession agreements whereby the Owners, telecommunications providers, and/or Association and/or others may obtain the use, possession of, or other rights regarding certain property, on an exclusive or non-exclusive basis, for certain specified purposes. The Association may agree to maintain and pay the taxes, insurance, administration, upkeep, repair, and replacement of such property, the expense of which shall be Operating Costs. Any such agreement shall require the approval of the majority of the Board of Directors.

ARTICLE X ASSESSMENTS

Section 1. Creation of Assessments. There are hereby created Assessments for Common Expenses as may be from time to time specifically authorized by the Board of Directors to be commenced at the time and in the manner set forth in the Declaration and Bylaws of the Association. Assessments shall be allocated equally for all Units unless otherwise specifically set forth in this Declaration or as provided by law.

Condominium Assessments or Villa Assessments shall be levied against Units in particular portions of the properties for whose benefit Common Expenses are incurred which benefit less than the Association as a whole. Each Owner, by acceptance of his or her deed or recorded contract of sale, is deemed to covenant and agree to pay these Assessments. All such Assessments, together with interest and late fees at the maximum rate allowed by law as computed for the date of delinquency first occurs, costs, and reasonable attorney's and paralegal's fees, shall be a charge on the land and shall be a continuing Lien against the Unit against which each Assessment is made.

Section 2. Computation of Assessments. It shall be the duty of the board, at least sixty (60) days before the beginning of the fiscal year and thirty (30) days prior to the meeting at which the budget shall be presented to the Voting Members, to prepare a budget covering the estimated costs of operating the Association during the coming year. The budget shall include a Capital Contribution establishing a Reserve Fund in accordance with the capital budget separately prepared and shall separately list Condominium, Villa and General expenses. The Board shall cause a copy of the budget, and the amount of the Assessments to be levied against each Unit for the following year to be delivered to each Owner at least fifteen (15) days prior to the meeting. The budget and the Assessment shall become effective unless disapproved at the meeting by a vote of the Voting Members representing at least a majority of the total Members of the Association.

Notwithstanding the foregoing, in the event the proposed budget is disapproved or the

Board fails for any reason to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year subject to a maximum five percent (5%) increase in each line item of the preceding year's budget. The Board of Directors shall fix the amount of the Common Assessment against each Owner at least thirty (30) days in advance of each Annual Assessment

Section 3. Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Unit by acceptance of a deed or other conveyance thereof, whether or not it shall be so expressed in such deed or conveyance, is deemed to covenant and agree to pay to the Association (i) Annual Assessments, such Assessments to be established and collected as provided in Section 3 hereof, (ii) Special Assessments, such Assessments to be established and collected as provided in Section 4 hereof, (iii) Individual Assessments against any particular Unit which are established pursuant to the terms of this Declaration as provided in Section 5 hereof, (iv) Reserves as established and collected as provided in Section 6 hereof, and (v) any other Assessment. Any such Assessment shall be a charge and a continuing lien upon the Unit, the Owner or Occupant of which is responsible for payment. Non-payment or late payment of such an Assessment, ten days after it is due, is subject to Simple Interest charged at the rate of eighteen percent (18%) per annum, or the highest rate allowed by Florida law as such may change from time to time, whichever is greater, and also late fees in an amount as may be determined by the Board from time to time and any court costs and attorneys' fees incurred to enforce or collect such Assessment. Each Owner shall be personally liable for Assessments coming due while he or she is the Owner of a Unit, and his or her grantee shall take title to such Unit subject to the charge and continuing lien therefor, but without prejudice to the rights of such grantee to recover from his or her grantor any amounts paid by such grantee therefor. Any purchaser of a Unit through a Foreclosure sale shall thereafter be subject to all future Assessments and shall be responsible for any unpaid prior Assessments and all other sums due, which sums including fines, legal fees, interest, late fees, and costs for repairs, which are hereby counted as Assessments, to the maximum extent permitted by Florida law. In the event of co-ownership of any Unit, all of such co-owners shall be jointly and severally liable for the entire amount of such Assessments and shall pay in such manner and on such dates as may be fixed by the Board of Directors, time being of the essence, provided that unless otherwise provided by the Board, the Annual Assessments shall be paid in quarterly installments.

Section 4. Special Assessments. In addition to the Annual Assessments authorized above, the Association, acting through its Board of Directors, may levy, in any Assessment year, Special assessments for the purpose of defraying, in whole or in part, expenses which exceeded, or when mature will exceed, the budget prepared and on which the Annual Assessment was based, applicable to that year only (a "Special Assessment"). These expenses include but are not limited to capital improvements, major repairs, emergency repairs or replacement of the Common Areas, and non-recurring expenses. The Board of Directors may make such Special Assessments payable in installments over a period which may, at the Board's discretion, extend in excess of the calendar year in which adopted. The Association may also levy a Special Assessment against the Condominium Association to reimburse the Association for costs incurred in bringing the Condominium Association into compliance with the provisions of the Declaration, any amendments thereto, the Articles, the Bylaws, and the Association Rules and Regulations, which Special Assessment may be levied upon the vote of the Board after notice to the senior officer thereof and an opportunity for a hearing.

Section 5. Individual Assessments. Assessments for which one or more Owners (but less than all Owners within The Lexington Club) is subject ("Individual Assessments") such as costs of special services provided to a Unit or Owner or cost relating to enforcement of the provisions of this Declaration or the architectural provisions hereof as it relates to a particular Owner or Unit. By way of example, and not of limitation, all of the Owners within the Condominiums may be subject to Individual Assessments for maintenance, repair and/or replacement of facilities serving only the residents of such Condominiums. Further, in the event an Owner fails to maintain the exterior of his Unit (other than those portions of a Unit maintained by the Association) in a manner satisfactory to Association, the Association shall have the right, through its agents and employees, to enter upon the Unit and to repair, restore, and maintain the Unit as required by this Declaration. The cost thereof, plus the reasonable administrative expenses of Association, shall be an Individual Assessment. The Board of Directors may also levy against an Owner or tenant any damage or costs incurred by the Association arising out of the negligent or willful misconduct of the Owner, tenant and/or family members, guests or invitees of an Owner or tenant and any other lienable charge against a specific Owner as reserved in this Declaration. In addition, the expense of any maintenance, repair or construction of any portion of the Common Areas necessitated by the negligent or willful acts of an Owner or persons utilizing the Common Areas, through or under an Owner, shall be borne solely by such Owner and the Unit owned by that Owner shall be subject to an Individual Assessment for that expense. By way of example, and not of limitation, an Owner shall be responsible for the removal of all landscaping and structures placed within easements or Common Areas without the prior written approval of Association. As a further example, if one or more Owners receive optional telecommunications services such as toll calls, cable services, and/or data transmission services, and Association pays a telecommunications provider for such services, then the costs of such services shall be an Individual Assessment as to each Owner receiving such services. The Individual Assessments provided for in this Section shall be levied by the Board of Directors. The amount and due date of such Assessments shall be within fifteen (15) days of receipt of a ledger reflecting the amount owed, or as otherwise specified by the Board of Directors. The lien for an Individual Assessment may be foreclosed in the same manner as any other Assessment.

Section 6. Reserves. Assessments of any kind for the creation of reasonable Reserves for any of the aforesaid purposes. The Board of Directors shall annually prepare a capital budget, which shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost (hereinafter "Reserves"). The Board shall set the required capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect both to amount and timing by annual assessments over the period of the budget. The capital contribution required shall be fixed by the Board and included and distributed within the budget and assessment. Assessments pursuant to this Section shall be payable in such manner and at such times as determined by Association and may be payable in installments extending beyond the fiscal year in which the Reserves are approved. Any Reserve Funds established by the Association from time to time shall be used only for the purpose originally reserved for in the Association budget and may not be used by the Association for any other purpose, unless such other purpose is approved by a majority vote of all votes in the Association. Notwithstanding the foregoing, the Board of Directors of the Association shall have the authority to utilize up to twenty percent (20%) of the amount reserved

in any particular Reserve Fund for another capital purpose without the vote or the approval of the Owners. For example, the Board of Directors would have authority to use up to twenty percent (20%) of the amounts reserved for road repairs for a drainage repair without requiring a vote of the Owners. However, the Board of Directors shall not have the authority to use the Reserve Funds for Operating Expenses, or for any other purpose except upon the required vote of the Owners.

Section 7. Use Fees. Any specific fees, dues or charges to be paid by Owners for any special services provided to or for the benefit of an Owner or Unit, for any special or personal use of the Common Areas, or to reimburse Association for the expenses incurred in connection with that service or use (hereinafter "Use Fees").

Section 8. Resale Capital Contribution. The Association may establish a Resale Capital Contribution ("Resale Capital Contribution"). There shall be collected upon every conveyance of an ownership interest in a Unit by an Owner an amount payable to the Association. The amount of the Resale Capital Contribution and the manner of payment shall be determined by resolution of the Board from time to time; provided, however, all Units shall be assessed a uniform amount.

Section 9. Liens. All sums assessed against any Unit pursuant to this Declaration, together with court costs, reasonable attorneys' fees, paralegals' fees, late charges and interest as provided herein, shall be secured by an equitable charge and continuing lien on such Unit in favor of the Association. Such liens shall be superior to all other liens and encumbrances on such Unit except only for (i) liens of ad valorem taxes, and (ii) liens for all sums unpaid on an Institutional Mortgage, except to the extent Mortgagees can be made liable for Assessments pursuant to Florida law, and all amounts advanced pursuant to any such Mortgage and secured thereby in accordance with the terms of such Instrument. Notwithstanding the foregoing to the contrary, the subordination of Assessments to the lien of such Mortgages shall only apply to such Assessments which have become due and payable prior to a Foreclosure, and then only to the extent Mortgagees cannot be made liable for such prior Assessments pursuant to Florida law. All other persons acquiring liens or encumbrances on any Unit after the recording of the original Declaration shall be deemed to have consented that such liens or encumbrances shall be inferior to future liens for Assessments as provided herein, whether or not such prior consent shall be specifically set forth in the instruments creating such liens or encumbrances.

Section 10. Effect of Nonpayment, Remedies of the Association. Any Assessment of an Owner or any portion thereof which is not paid when due shall be delinquent. Time for payment of any Assessment shall be of the essence. Any Assessment delinquent for a period of more than ten (10) days after the date when due shall incur a late charge in an amount as may be determined by the Board from time to time and shall also accrue simple interest at the rate of eighteen percent (18%) per annum, or the highest rate permissible by Florida law, which may be amended from time to time. A lien and equitable charge as herein provided for each Assessment shall attach simultaneously as the same shall become due and payable, and if any installment of the Assessment for such year has not been paid within thirty (30) days, the entire unpaid balance of the Annual Assessment or any Special Assessment payable in installments may be accelerated at the option of the Board and be declared immediately due and payable in full. The continuing lien and equitable charge of such Assessment shall include the late charge established by the Board of Directors, interest on the principal amount due at the rate of eighteen percent (18%) per annum or the highest amount permissible by Florida law, all costs of collection (including reasonable attorneys' fees and

court costs), and any other amounts provided or permitted hereunder or by law. Unless otherwise provided by law, in the event that the Assessment remains unpaid after proper notice as required under Florida law, the Association may, as the Board shall determine, institute suit to collect such amounts and to foreclose its lien. The equitable charge and lien provided for in this Article shall be in favor of the Association, and each Owner, by his acceptance of a deed or other conveyance to a Unit, vests in the Association and its agents the right and power to bring all actions against him personally for the collection of such Assessments as a debt and/or to foreclose the aforesaid lien in the same manner as other liens for the Improvement of real property. The Association shall have the power to bid on the Unit at any Foreclosure sale and to acquire, hold, lease, mortgage and convey the same.

No Owner may waive or otherwise escape liability for the Assessments provided for herein, including by way of illustration but not limitation, non-use of the Common Areas or abandonment of his Unit, and an Owner shall remain personally liable for Assessments, interest and late charges which accrue prior to a sale, transfer or other conveyance of his Unit. The obligation to pay Assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of Assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration or the Bylaws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association or from any action taken to comply with any law, ordinance, or with any order or directive of the County or other governmental authority.

Section 11. Surplus Assessments. Any surplus Assessments collected by Association may be (i) allocated towards the next year's Operating Costs, (ii) used to fund Reserves, whether or not budgeted, (iii) retained by Association, and/or (iv) used for any other purpose, in the Board's sole and absolute discretion. Under no circumstances shall the Association be required to pay surplus Assessments to Owners.

Section 12. Exempt Property. Notwithstanding anything to the contrary herein, the following property shall be exempt from payment of Annual Assessments, Condominium Assessments, Villa Assessments and Special Assessments:

(a) all Common Area; and

(b) all property dedicated to and accepted by any governmental authority or public utility, including, without limitation, public schools, public streets, and public parks.

Section 13. Assessment Estoppel Certificates. No Owner shall sell or convey his interest in a Unit unless all sums due the Association have been paid in full and an Estoppel certificate in recordable form shall have been received by such Owner. The Association shall provide a certificate stating whether all assessments and other monies owed to the Association by the Owner with respect to the Unit have been paid within ten (10) business days after receiving a written or electronic request by an Owner, an Owner's designee, mortgagee or a Unit mortgagee's designee. Any person other than the Owner who relies upon such certificate shall be protected thereby. The estoppel certificate must contain all of the information and shall be in a format as provided by Florida Statutes, as amended from time to time. An association or its authorized agent may charge

a reasonable fee for the preparation and delivery of an estoppel certificate in such maximum amounts as provided by Florida Statutes, as amended from time to time.

Section 14. Payment of Real Estate Taxes. Each Owner shall pay all taxes and obligations relating to its Unit which, if not paid, could become a lien against the Unit which may or may not be superior to the lien for Assessments created by this Declaration.

Section 15. Accounting and Commingling of Funds. The Board of Directors shall deposit all monies collected as Assessments in one or more accounts as it shall elect. Maintenance funds collected by Common Assessments may, at the Board's discretion, include monies for a Common Areas reserve fund for the replacement, repair, painting, resurfacing and other maintenance of the Common Areas, to the extent necessary under the provisions of this Declaration. The Board of Directors may commingle any amount deposited for such purposes with other funds received by it for investment purposes only but must maintain separate ledgers.

ARTICLE XI ARCHITECTURAL STANDARDS

Section 1. Architectural Standards. The Architectural Review Committee (ARC) shall be composed of Unit Owners appointed by the Board of Directors. In the event an ARC is not appointed, the Board of Directors shall establish the ARC. The Architectural Review Committee shall have jurisdiction over requests for modifications, additions or alterations to existing Units. Plans and specifications showing the nature, kind, shape, color, size, materials and location of the modification, addition, or alteration shall be submitted to the Architectural Review Committee by the Unit Owner. In determining approval or disapproval of the request by the Unit Owner for modification, addition or alteration, the Architectural Review Committee shall take into account quality of workmanship, design and harmony of external features of the modifications, additions or alterations with the surrounding Units, structures, topography and delegation. The request shall then be researched and studied by the Members of the Architectural Review Committee who shall then make a recommendation on each individual request for modifications, additions or alterations which recommendation shall be forwarded on to the Board of Directors immediately for their decision which shall be the sole binding authority on all requests for modifications, additions or alterations by Unit Owners. The Board of Directors shall be guided by Architectural Standards as produced and modified by time to time by the Association. Simply stated, anything on, in or around any Unit which is visible to other residents or passerby, is subject to the approval of the Board of Directors, which approval shall not be unreasonably withheld.

In accordance with the Association's Bylaws, failure to obtain such approval may result in the imposition of monetary fines and the commencement of such legal proceedings as may be necessary and appropriate including, but not limited to an action to compel the removal of an unapproved installation.

The process for obtaining approval requires that the Unit Owner make application and submit a copy of all pertinent plans, specifications, blueprints, etc., showing the nature, kind, shape, color, size, materials and location of the modification together with the name, address, and

telephone number of the proposed contractor and such other information as the Architectural Review Committee may request. The Board of Directors will consider the application and give written notice of its decision within forty-five (45) days of its receipt of all required information. Failure of the Board of Directors to act within said forty-five (45) day period shall constitute approval.

Even if approval for a project is granted by the Board of Directors, the Unit Owner remains responsible for ensuring that any construction remains in compliance with all applicable building, zoning, health, fire and safety codes. The Unit Owner will be responsible for any damage to the Common Areas caused by his/her contractors, agents, employees, etc. in the course of installation or construction. In this regard, the Unit Owners are required to use appropriate licenses and insured persons where applicable.

Section 2. No Waiver of Future Approvals. The approval of the ARC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the ARC, shall not be deemed to constitute a waiver of any right to withhold approval or consent, as to any similar proposals, plans and specifications, drawings or matters whatever subsequently or additionally submitted for approval or consent.

ARTICLE XII USE RESTRICTIONS

The property shall be used only for residential, recreational, and related purposes as may more particularly be set forth in this Declaration and Amendments thereto. The Association, acting through the Board of Directors, shall have the power to enforce use restrictions contained in the Condominium Declaration as if such provisions were a regulation of the Association. All provisions of this Declaration and of any rules and regulations or use restrictions promulgated pursuant thereto which govern the conduct of owners and which provide for sanctions against Owners shall also apply to all occupants of any unit.

The Association, acting through its Board of Directors, shall have authority to make and to enforce Rules and Regulations, standards and restrictions governing the use of Units and Common Areas, including common property of the Condominiums, in addition to those contained herein, and to impose reasonable user fees for facilities, including, but not limited to the vehicle storage areas, pathways systems, swimming pools, tennis courts, community center and parking facilities, if any. Such Rules and Regulations and use restrictions shall be binding upon all Owners and occupants until and unless overruled, canceled or modified at a regular or Special Meeting of the Association by Voting Members representing a majority of the Members or by the Board of Directors.

The Condominium Declaration may impose stricter standards than those contained in this article. The Association, acting through its Board of Directors, shall have the power to enforce such standards.

All of the restrictions, requirements and obligations set forth in this Article shall apply to the Villas and Condominiums and to their Common Areas, Common Elements (and all improvements thereto) and their uses of all or any portions of the Property. Accordingly, the term Owner as used in this Article shall be deemed to include the Condominium Owners (even if it does not hold legal title to its Common Areas or Common Elements), the terms Lot and Unit, only for the purpose of application of this Article, shall be deemed to include the Villas and the Condominium Common Areas or Common Elements (and all improvements thereto) and references to activities or practices of Owners shall be deemed to include activities or practices of the Villas or Condominiums (regardless of where same occur).

Section 1. Occupancy of Units. Each Unit shall be used as a single-family residence only and no more than two (2) persons per bedroom shall be allowed to permanently reside in any one Unit. The use of a portion of a Unit as an office by an Owner or his tenant shall be allowed if such use does not create regular customer, client or employee traffic. Each Owner or Lessee, as applicable, shall notify the Association of any periods of time during which the Unit becomes unoccupied. As used only in this section, the term, "unoccupied" is defined to mean any intended absence of all permanent residents of the Unit, for a period in excess of thirty (30) days and shall also notify the Association upon their return. In the event a unit is left "unoccupied", said Owner or resident shall follow proper check-out procedures as promulgated by the Board of Directors from time to time including having the Unit inspected once every two-week period of vacancy by a person designated by the Owner or Resident for such purposes. The name and contact information of the designated party should be given to the Association for purposes of an emergency. In addition, the Association must be given a key to each Unit and a car key shall be left with the Association or in the interior of the Unit if a vehicle will be left on Association Property during periods in which a Unit is unoccupied and the water shall be shut off at the valve.

Section 2. Occupancy of Units Pursuant to the Fair Housing Act. The Fair Housing Amendments act of 1988 (Public Law 100-430, approved September 13, 1988) ("Fair Housing Act"), which became effective in March 1989, and as amended effective December 31, 1995, provides that communities cannot reject families with children. However, the Fair Housing Act provides that a community is exempt from this prohibition if (a) at least eighty percent (80%) of the Units are occupied by at least one (1) person fifty-five (55) years of age or older per Unit; and (b) the community has published and adheres to policies and procedures which demonstrate an intent by the Association to provide housing for persons fifty-five (55) years of age or older (hereinafter collectively referred to as the "Requirements for Exemption"). For so long as such provisions of the Fair Housing Act are in effect, the Association intends that The Lexington Club will be a community which falls within this exemption to the Fair Housing Act (the "Exemption") and may therefore prohibit families with children nineteen (19) years of age or younger from residing in The Lexington Club. Therefore, for so long as such provisions of the Fair Housing Act are in effect, except as hereinafter provided, (i) at least one occupant in each Unit in The Lexington Club must be at least fifty-five (55) years of age or older, except as hereinafter set forth; and (ii) the Association must publish and adhere to policies and procedures which demonstrate an intent by the Association to provide housing for persons fifty-five (55) years of age or older.

Section 3. Board Discretion. The requirements for exemption contemplate that up to twenty percent (20%) of the Units may be occupied by persons all of whom are under the age of

fifty-five (55) without loss of exemption. Accordingly, the Board, upon application by an Owner, tenant, purchaser or proposed lessee, shall have absolute discretion to allow a Unit to be occupied only by individuals under the age of fifty-five (55) based upon criteria that the Board shall determine, which criteria shall include, by way of example and not of limitation, information then known to the Board concerning potential or pending changes in occupancy of other Units in The Lexington Club, if any, due to known adverse medical conditions or domestic relations and the ages of any likely remaining occupants of such Units; other known prospective changes in occupancy of Units for whatever reasons; proximity to age fifty-five (55) of those occupants of other Units in The Lexington Club then under such age; and any other information known to and deemed relevant by the Board in carrying out its duty to monitor and control the percentage of the Units becoming occupied only by persons under the age of fifty-five (55). However, for so long as the age provisions of the Fair Housing Act are in effect, the Board shall comply with the Requirements for Exemption, including but not limited to, insuring that not more than twenty percent (20%) of the Units in The Lexington Club are occupied only by individuals under the age of fifty-five (55).

Section 4. Board Responsibility. It shall be the responsibility of the Board to monitor the percentage of Units with occupants all of whom are under the age of fifty-five (55) to ensure that the Board does not permit more than twenty percent (20%) of the Units in The Lexington Club to be occupied only by persons under the age of fifty-five (55). The Board shall have the right to promulgate rules and regulations necessary to comply with the Requirements for Exemption so that the provisions of subparagraph 6 hereof limiting the number of days that children nineteen (19) years of age or younger may stay in a Unit are enforceable. The Board shall also be responsible for complying with the provisions of Section 760.29 (e), Florida Statutes, regarding registration of The Lexington Club with the Florida Commission on Human Relations and submitting a letter to said commission regarding The Lexington Club's compliance with said Section 760.29, Florida Statutes, as amended from time to time.

Section 5. Owner Responsibility. No Owner may lease or sell his Unit unless at least one of the intended occupants is fifty-five (55) years of age or older at the time of the occupancy, and such Owner shall submit an age-verification form to the Association prior to the effective date of such transfer which sets forth the ages of the intended occupants. The Board, however, shall have the right, in its sole discretion, to waive this requirement based upon criteria in accordance with the provisions set forth in subsequent paragraphs hereof, but not if more than twenty (20%) percent of the Units will not have at least one (1) occupant fifty-five (55) years of age or older. In the event there is a change in the occupants of the Unit (e.g. a death or a divorce) so that at least one (1) of the occupants is no longer fifty-five (55) years of age or older, the Owner must immediately notify the Association of said change in writing.

Section 6. Children. No Unit may be occupied by any person under sixteen (16) years of age, excepting any relative (child, grandchild, niece, nephew, brother or sister) of an Owner under sixteen (16) years of age may be permitted to visit for reasonable periods not to exceed three (3) consecutive weeks and not to exceed a maximum of eight (8) weeks in any calendar year. In addition, any such visitor under sixteen (16) years of age may only use the residence in accordance with and subject to rules and regulations concerning such use as may be established by the Association.

Section 7. Signs. No sign of any kind shall be erected by an owner within the properties, without the written consent of the Board of Directors. Name signs shall be permitted but must be approved by the Board in advance. The Board of Directors or its agents shall have the right to erect signs only for purposes of managing the Association.

Section 8. Vehicle and Parking Restrictions. Owners and occupants shall park only in the garages or in the driveway serving their Unit or appropriate spaces or designated areas in which parking may or may not be assigned and then subject to such reasonable rules and regulations as the Board of Directors may adopt. Residents shall obtain a motor vehicle identification sticker form from The Lexington Club office within seven (7) days following the commencement of residency. The sticker(s) is to be affixed by the Lexington Club office staff to the lower left rear bumper of the vehicle. All registered cars must be properly registered and insured. Guest parking should only be used by Owners or occupants in the event each of their designated driveway, garage and assigned spaces are already in use. No vehicles of any nature shall be parked on any portion of The Lexington Club or a Lot except on the surfaced parking area thereof. Furthermore, the Lexington Clubhouse parking lot is not to be used for overnight parking. Owners and occupants of Lots may not park, store or keep such vehicles on adjacent roads and streets. No garage may be altered in any such a manner that the number of automobiles which may reasonably be parked there after such alteration is less than the number of automobiles that could have reasonably been parked in the garage as originally constructed.

The Board of Directors shall have the absolute discretion to determine that any vehicle is not in conformance with the overall appearance of the community or with the provisions herein contained. The Board of Directors may grant exception to the above restrictions for fair housing purposes. The Board may adopt reasonable rules and regulations in regard to this Section which may be changed from time to time as the Board deems necessary.

Commercial vehicles, containing any lettering or advertising on such vehicles are not permitted, except they may be parked briefly for delivery and service purposes only. For any Owner who drives an automobile issued by the County or other governmental entity (i.e. police cars), such automobile shall not be deemed to be a commercial vehicle and may be parked in the garage, driveway of their Unit, or in an assigned or guest parking space as applicable. Residential, class 2 pick-up trucks, 1 ton or smaller, with a properly covered bed, no ladder or ladder racks, no signs and no visible storage shall be permitted.

No commercial vehicles, limousines, motorcycles, recreational vehicles, and/or trailers including, but not limited to, boat trailers, horse trailers, and trailers of every other type, kind or description, or camper, may be kept within The Lexington Club except in the garage of a Unit. Commercial vehicles shall include those vehicles as defined in section 320.01(15) (a), Florida Statutes (2007) as "for-hire" vehicles and/or decorated with commercial lettering or advertising. Recreational vehicles are prohibited and shall include those vehicles as defined in section 320.01(1) (b), Florida Statutes (2007). Notwithstanding defined in section 320.01(3), Florida Statutes (2007); trailers shall include those vehicles as defined in section 320.01(4), Florida Statutes (2007) and mobile Units shall include those vehicles as defined in Section 320.01(3) Florida Statutes (2007). No unlicensed driver shall operate any all-terrain or other off-road vehicle on Association streets or common areas. Golf carts are not permitted on Association Property. Motorcycles are permitted but may not be parked or stored overnight on Association Common

Areas unless completely enclosed in a garage.

Other prohibited vehicles or items include: agriculture vehicles; monster trucks, dune buggies; swamp buggies and all terrain and off-road vehicles; any trailer or other device transportable by vehicular towing; semis or tractor trailers; buses; limousines; travel trailers; commercial vehicles are defined above in this document; motorcycle delivery wagons; campers; recreational vehicles; mobile Units or mobile houses; truck mounted campers attached or detached to the truck chassis; motor units or motor houses; boat and boat trailers; motor vehicles that are eyesore, including and not limited to motor vehicles not having any bodies whatsoever, or incomplete bodies or PODS; passenger automobiles that have been converted to a different type of motor vehicle by replacing the original body or by modifying the exterior of a vehicle; vehicles that are noisy, unsightly or junkers, or which have flat or missing tire; unless stored in the garage of a Unit.

A. Unsightly Vehicles. Owners and occupants of Lots shall not park, store or leave or permit parking or storing of any vehicle, which is in rusted, wrecked, junked, partially dismantled, inoperative or abandoned condition, whether attended or not upon their Lot or adjacent Lots or adjacent roads or streets, unless the same is completely enclosed within an enclosed garage.

B. Repairs and Maintenance of Vehicles. No vehicle which cannot operate on its own power shall remain on The Lexington Club for more than twelve hours, except in the garage of a Unit. No repair or maintenance, except emergency repair, of vehicles shall be made within The Lexington Club, except in the garage of a Unit. No vehicles shall be stored on blocks. No tarpaulin covers on vehicles shall be permitted anywhere within public view. Washing and/or waxing of a vehicle shall be permitted.

C. Visitors and Service Personnel. Residents should obtain from the Lexington Club office a visitor's pass placard for their visitors. Visitor passes will be displayed on the front dashboard for all guests staying overnight or longer. Aides and/or service personnel must be registered in the Lexington Club office and are required to use the visitor gate entrance. Gate cards shall not be provided to anyone other than a family member, however, on a limited time and controlled basis, certain personnel may be issued a temporary gate card.

D. Parking in the Roadways. Parking on the roadways is only allowed in the Villages, and only on the outgoing side of the Village. No parking is allowed within five (5) feet of a driveway. No parking is allowed from the last driveway on the outgoing side to the stop sign, except in Villages one (1) and two (2). No parking within twenty (20) feet of a fire hydrant. Do not park on any grass.

E. Additional Regulations and Towing. No "commercial vehicle" (i) shall be permitted to be parked in the streets or driveways within the Association for a period of more than four (4) hours per day unless such commercial vehicle is temporarily present and necessary in the actual construction, maintenance, or repair of a Unit or other improvements in the Association or (ii) shall be permitted to be parked overnight or stored in the Association unless fully enclosed within a garage. The term "commercial vehicle" includes those that have advertising or signage on them,

paneled trucks with no windows, trucks with tool boxes that extend above the bed of the truck, trucks with ladders or plumbing pipes on top, and those with a commercial vehicle tag. No vehicle shall be used as a domicile or residence, either temporary or permanent. No cars may be parked on the roads after 2:00 am without prior notification to the Association security personnel, if any, and then only on a temporary basis. In the event any vehicle is improperly parked in the Association in violation of this Section or the Rules and Regulations, the Association (or at the Association's direction a towing company) may enter the Lot or the Common Areas and remove the vehicle and assess all costs incurred by the Association for such removal against the Unit and the Owner responsible for the parking of the vehicle on the Association, and such assessment shall become a lien on the Unit. The Association and its officers, directors, agents, and employees, shall not be liable to the vehicle's owner or any other person or entity or any property Owner for trespass, conversion, property damage, other damage or cost or expense, nor guilty of any criminal act, by reason of such towing. Once the notice is posted on the vehicle or personally served to the Owner of the property upon which the vehicle is parked, neither its removal, nor failure of the owner to receive such notice for any other reason, shall be grounds for relief of any kind against the Association. An affidavit of the person posting the aforesaid notice stating that it was properly posted shall be conclusive evidence of proper posting. For purposes of this paragraph, a "vehicle" shall also mean vans, campers, recreational vehicles, mobile units, commercial vehicles and trailers.

Section 9. Guest Restrictions. The only Guests which may occupy a Unit in the absence of the Owner are Related Guests; no other Guests may do so. "Occupy" in this Section 9 means use of the Unit for any duration. A "Related Guest" is a Guest who is related to the host as parents, grandparents, children, grandchildren, parents in law, brothers and sisters, and in each case the spouse of such relative. No such Related Guest shall occupy a Unit unless they have been approved in writing by the Board of Directors through the Property Manager. Guests may not remain on the premises for more than 14 consecutive days or 30 cumulative days in a year without the express approval of the Board, who shall have the right to screen said guests as though they were tenants, and who shall further have the right to deny Guests. The term "absence" of the host shall mean where the host is not present overnight along with the Guest or person in question.

Section 10. Animals and Pets.

A. Limitation on Type of Pets Owned. No animals, snakes, livestock, agricultural animals, exotic animals, poultry, etc. of any kind may be raised, bred, harbored, or permitted on or in any Unit, with the exception of no more than one (1) dog, cat, or other household pet such as: fish or very small birds provided that they do not become a nuisance or annoyance, subject to Rules & Regulations promulgated by the Board of Directors. Pets are permitted to be harbored with the permission of the Board of Directors. Such permission in one instance shall not be deemed blanket permission in any other instance and any such permission may be revoked at any time at the sole discretion of the Board of Directors who may, in their discretion, promulgate such Rules & Regulations from time to time concerning the harboring of pets. Breeding or raising of any animal(s) or pet(s) including ordinary household pets for any commercial purposes whatsoever within the community is prohibited.

B. Animals in Public Areas. In no event shall pets or animals be permitted in any of the

public portions of the Lexington Club unless on a leash and under positive control. However, in no event shall pets be allowed in the pool area, clubhouse, tennis courts, and the parking areas. Only licensed service animals displaying proper identification and badges as defined by Florida Statute shall be permitted within the clubhouse, fitness center, pool area, or the tennis courts.

C. Nuisance Animals. If any animal becomes a nuisance to other residents by barking or otherwise, the Unit Owner must cause the problem to be corrected within forty-eight (48) hours; and if not corrected within forty-eight (48) hours, the Unit Owner, upon written notice from the Association will be required to remove their animal from the Lexington Club. The resident must assure that pets do not create a nuisance or unreasonable disturbances.

D. Additional Regulations for Harboring Pets. Keeping of a dog or other domestic pet at the Lexington Club is not the right of a resident but is a conditional license, which is subject to termination, at any time by the Board of Directors upon finding that a dog or other pet is vicious or is annoying to other residents or has in any way become a nuisance. Animal excrement shall immediately be removed and deposited in a properly enclosed trash receptacle at the Owner's Unit or deposited in a waste matter receptacle on Association Property designated for such purpose. Storm drains and sewers are not to be used as waste matter receptacles. Failure to comply with this condition shall lead to proceedings to remove the animal from the Lexington Club. Should the animal soil the Common Areas, the Association shall engage the services of a janitorial company to remove the droppings and the cost of a service will be assessed against the unit owner at the rate of \$50.00 per occurrence for the then prevailing rate for said service, whichever is higher. No pet shall be tied up outside of a home or confined in any screened or enclosed porch or patio, unless someone is present in the home. Barking dogs shall be removed from the patio or enclosure immediately. No pet(s) shall be left unattended in a vehicle or outside a residence or Association property.

E. Limitation on Breeds of Dogs. No breed of dog or animal known to be vicious including but not limited to, Pit Bulls, Rottweiler, German shepherd, or Doberman Pinscher shall be allowed in the Lexington Club Community unless specifically grandfathered in by prior amendments.

F. Limitation on Size of Pets. In addition, no animal or pet brought into the Lexington Club Community shall weigh more than 30 pounds at maturity unless specifically grandfathered in by prior amendments.

G. Assistance Animals. Pursuant to all applicable Federal and State laws, an Owner or resident may make a request to the Association for a reasonable accommodation to the foregoing animal restrictions, in order to maintain an emotional support/service animal in a Unit, provided that the requesting Owner or resident submits documentation from a qualified health professional that demonstrates sufficient connection between how the identified disability of the Owner/residents impairs a major life activity, and the specific manner in which the animal will allow the Owner/resident an equal opportunity to use and enjoy his or her Unit and assist in treating the disability. An Owner/resident desiring to maintain an emotional support/service animal must obtain application materials from the board (if available) and must obtain the approval of the Board prior to bringing the animal onto Association Property.

H. Liability. Residents are responsible for any property damage, personal injury or disturbance, which their pet may cause or inflict. Each resident who keeps a pet agrees to indemnify the Association and hold the Association harmless against any loss or liability of any kind whatsoever arising from or growing out of having any animal in the community.

Section 11. Wildlife. Occupants may not tame, acquire, keep, or confine any form of wildlife including feral cats. Young or injured wild animals found or acquired cannot be kept or reared, and must be surrendered to a professional rehabilitative care center. No garden ponds or birdbaths shall be permitted. Wild animals shall not be purposefully injured or killed by Occupants. However, lethal control of communal rodents may be conducted by Occupants or registered pesticide applicators but must be done in strict accordance to Association guidelines and state laws. Owners may not provide any habitats for Wildlife at their Units including native vegetation, bird feeders, nesting boxes, shelter boxes, garden ponds, and bird baths. Feeding wildlife is prohibited. Further, wildlife may not be indirectly fed by leaving food out for companion animals. Resolutions to conflict between humans and wild animals will first be attempted using non-lethal means, except under extreme and immediate circumstances where human safety or the safety of a companion animal is imminently threatened. Wildlife control, including nonlethal actions, will not be conducted simply because an Occupant considers the mere presence of a wild animal to be a "pest" or "nuisance." The approach to wildlife conflict resolution will follow a series of steps, including (a) the conflict is identified, (b) the species causing it is determined and, if possible, the individual animal is identified, (c) methods to resolve the conflict ranging from least to most invasive and injurious are identified, and (d) an action plan that ensures the least injurious and invasive approach suitable is evaluated and undertaken before other measures are considered. Occupants shall attempt to resolve human-wildlife conflicts by changing human practices (such as trash management and securing stored food), modifying habitats (changing plantings or managing landscapes), and/or structural modifications (fencing or other methods to exclude animals). Nests of native or migratory birds will not be taken, moved or interfered with in any manner as stipulated under applicable state and federal law. No wild animal den or nest of unprotected bird species may be disturbed, moved, or altered except as part of a planned conflict abatement program, or under compelling circumstances of human health, safety, or security needs. Young may not be taken or moved from dens or nests but shall be allowed to mature until they naturally disperse.

Section 12. Nuisances, Ordinances and Laws. No Owner, Occupant or Guest shall use any of the Properties or Units, or permit same to be used, in any manner which is unreasonably disturbing, detrimental or a nuisance to the Owner(s), Occupant(s) and Guest(s) of other Unit(s), or which would not be consistent with the maintenance of the highest standards for a first class Residential development, nor permit the Properties to be used in a disorderly or unlawful way, nor which will produce an insurance risk for the Association or other Owners or Occupants. No portion of the Units or Common Areas shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious or unsightly to the eye; nor shall any substance, thing, or material be kept on any portion of the Units or the Common Areas appurtenant thereto that will emit foul or obnoxious odors or cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort or serenity of the Occupants of the surrounding properties. The Board shall have the right to determine if any equipment, fixture, improvement, materials or activity producing such noise or odor constitutes a nuisance. No Unit Owner/Occupant shall play (or permit to be played, in his Unit or in the Limited Common Elements or Common Elements) any musical instrument, television, radio or the like in

a way that unreasonably disturbs or annoys other Unit Owners or Occupants. No vocal or instrumental practice is permitted during the hours from 11:00 p.m. through 9:00 a.m. Additionally, there shall not be maintained therein any plants, animals, devices or things of any sort whose activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature that may diminish or destroy the enjoyment of the Units, or any other portions of the Property. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted within the Property.

Section 13. Unsightly or Unkempt Conditions. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the properties. The personal property of any resident, other than cars, outdoor furniture, barbeque grill and approved landscape ornaments, shall be stored inside the Unit and/or garage and may not be visible to surrounding Unit Owners or from the Common Areas. Residents who barbeque shall be responsible to clear or repaint over any smoke discoloration, which may result from such activities, including any adjacent residence. Barbeques shall be placed at least 10 feet from any structure while in use.

Section 14. Antennae. Installation, maintenance, and use of all antennae shall comply with restrictions adopted by the Board and shall be governed by the then current rules of the Federal Communications Commission ("FCC"). No television or other outdoor antenna system or appendage, protrusion or attachment or any other sort of facility shall be erected, whether temporarily or permanently, to the exterior of a property except those common to and part of the construction/development of the property and/or unless prior written approval has been obtained from the ARC as required by this Declaration. No radio or television signals, nor any other form of electromagnetic radiation, shall be permitted to originate from any Lot or Unit which may unreasonably interfere with the reception of television or radio signals within the Property, provided, however, that the Association shall not be prohibited from installing equipment necessary for antenna, security, cable television, mobile radio or other similar systems within the Property. All antennae not covered by the FCC rules are prohibited.

Section 15. Clotheslines, Garbage Cans, Tanks, Generators Etc. All clotheslines, garbage cans, above-ground tanks, and other similar items shall be located or screened so as to be concealed from view of neighboring units, straits, and property located adjacent to the unit. No fences, exterior shutters, pools, spas or Jacuzzi shall be placed, installed or maintained upon any unit. All rubbish, trash, and garbage shall be regularly removed from the unit and placed outside in the appropriate area for pick up in accordance with the provisions of Section 39 of this Article. Portable generators and/or ARC approved generators shall only be operated during emergencies or for testing purposes and shall be located on the owner's property under the conditions set forth by the ARC. Unit owners shall be solely responsible for any accidents or liability in connection with the operation of the generator and shall hold the Association and its agent harmless from all legal action and costs associated with the operation of the system or any part thereof. Water hoses when not in use must be rolled onto a holder that is affixed to the outside of the building in accordance with ARC instructions or removed from view.

Section 16. Subdivision of Unit. No unit shall be subdivided or its boundary lines

changed except with the prior written approval of the Board of Directors of the Association.

Section 17. Firearms. The use of firearms within the properties is prohibited. The Term "firearms" includes BB guns, pellet guns, and other firearms of all types, regardless of size.

Section 18. Tents, Trailers and Temporary Structures. Owners and Occupants shall not place upon a Unit or any part of the properties any tent or trailer or any structure of a temporary or permanent nature, including but not limited to tents, dog runs, animal pens, coops, tool sheds, utility sheds, shacks, lean-tos, dog houses, or tree houses may be erected on any portion of the Lexington Club property.

Section 19. Drainage. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Owner or occupant may obstruct or re-channel the drainage flows after location and installation of drainage swales, storm sewers or storm drains.

Section 20. Tree Removal. No tree shall be removed except for (a) diseased or dead trees; and (b) trees needing to be removed to promote the growth of other trees or for safety reasons, unless approved by the Board of Directors.

Section 21. Site Distance at Intersections. All property located at street intersections shall be landscaped as to permit safe sight across the street corners. No fence, wall, hedge or shrub planting shall be placed or permitted to remain where this would create a traffic or sight problem.

Section 22. Air Conditioning Units. Except as may be permitted by the Board or its designee, no window air conditioners may be installed in any Unit unless a Board declared emergency exists and in that event, after the emergency is lifted, the temporary A/C unit must be removed immediately.

Section 23. Window Treatments. Window treatments shall consist of drapery, blinds, decorative panels, or other window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding on (1) week after an Owner or tenant first moves into a Unit or when permanent window treatments are being cleaned or repaired. No security bars shall be placed on the windows of any Unit without prior written approval by the ARC. No awnings, canopies, or shutters shall be affixed to the exterior of a Unit without the prior written approval by the ARC. No reflective tinting or mirror finishes on windows shall be permitted unless approved by the ARC. Window treatments facing the street shall be of a neutral color, such as white, off-white, or wood tones.

Section 24. Lighting and Holiday Decorations. Seasonal holiday lights must be removed thirty (30) days from the date of the given holiday. Holiday decorations may be placed on any part of the Unit Owners Property except for the roof. No decorations shall be attached to the exterior walls (stucco). Decorations shall not emit any sounds. Holiday lights shall not cause a nuisance to other Unit Owners. The ARC may establish additional standards for holiday lights in the rules and regulations. No spotlights, exterior pole or similar type of high intensity lighting shall be placed or utilized upon any Lot which in any way will allow light to be reflected on any other Lot or the improvements thereon or upon any common areas and no exterior lighting may be installed without

prior Board approval. Floodlights may be installed on the rear of Villa Units for security as long as they do not constitute a nuisance to another Unit Owner. Solar ground lamps may be installed on the inside of a sidewalk with ARC approval. No lights may be installed around trees or landscaping. All lights must be turned off by 11:00 pm and may be turned back on after day light. There shall be no electrical wiring or extension cords outside the Unit. The ARC may require the removal of any lighting that creates a nuisance, as determined by the Board.

Section 25. Vegetation, Exterior Sculptures and Similar Items. No artificial vegetation or plantings of any kind shall be permitted on the exterior of any portion of the properties. Further, no exterior sculptures, fountains, or other decorative items are permitted. Flags shall only be permitted as promulgated by Florida Statutes but in no event shall exceed 4x6 feet.

Section 26. Energy Conservation Equipment. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless allowable by Florida Statutes.

Section 27. Lakes. The following use restrictions apply to lakes located within the properties:

- (a) Swimming is prohibited.
- (b) The use of motorized vehicles is prohibited.
- (c) Sailboats, rowboats, windsurfers and other boats utilizing engines or motors are prohibited.
- (d) No docks, boathouses, seawalls or similar structure shall be constructed by any Unit Owner on any portion of a Lot or on any portion of any lake, canal or waterway.
- (e) Fishing is permitted on a catch and release basis only.
- (f) Dumping of any material or garbage is not permitted.
- (g) Further rules and regulations regarding the use of lakes may be adopted by the Board of Directors.

Section 28. Control of Contractors. Except for direct services which may be offered to Owners (and then only according to the Rules and Regulation relating thereto as adopted from time to time), no person other than an Association officer or representative of the management company retained by the Association shall direct, supervise, or in any manner attempt to assert control over any contractor of the Association.

Section 29. Fences and Walls. No walls or fences shall be erected or installed without prior written consent of the ARC. No chain link fencing of any kind shall be allowed. All screening and screened enclosure shall have the prior written approval of the ARC and shall be constructed utilizing aluminum in a color as approved by the ARC. Screening shall be charcoal in color. All enclosures of balconies or patios including, without limitation, addition of vinyl windows and

decks shall require the prior written approval of the ARC. In the event a fence is installed within an easement area without prior ARC approval, the Owner is solely responsible for fence repair or replacement if the easement area needs to be accessed or as otherwise provided in this Declaration.

Section 30. Garage Sales. No garage sales are permitted.

Section 31. Hazardous Materials. No substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, a hazardous or toxic substance, no flammable, combustible, or explosive fuel, fluid, chemical, or other similar term, including, without limitation, asbestos containing materials and petroleum products, by any federal, state or local environmental health, safety or similar laws, statutes, rules, regulations or ordinances presently in effect or which may be promulgated in the future, shall be used or stored at the Property, in the Common Areas or on the Lots, except in de minimus quantities used in the ordinary course of owning and maintaining the property, and in strict compliance with all applicable laws. All propane tanks and bottled gas for household purposes (excluding barbecue grill tanks) must be installed underground or in a manner to be screened from view by landscaping or other materials approved by the ARC. Propane tanks for barbecue grills should have a maximum tank size of 20 pounds for Villas and 1 pound for Condominiums.

Section 32. Hurricane Season Preparedness and Hurricane Shutters. Residents who plan to be absent from their Unit during hurricane season shall prepare or arrange for preparation of their Unit and Lot, including the closing/installing of hurricane shutters/slats, when hurricane warnings are issued, and the removing of all moveable objects from the area outside of the Unit. Further, the resident shall designate a responsible firm or individual to open/remove the hurricane shutters/slats and to arrange for the repair to the Unit, as required, should there be hurricane damage. Any hurricane shutters or other protective devices visible from outside a Unit shall be of a type as approved in writing by the ARC. Panel, accordion and roll-up style hurricane shutters may not be left closed during hurricane season (nor at any other time). Any such approved hurricane shutters may be installed or closed up to forty-eight (48) hours prior to the expected arrival of a hurricane and must be removed or opened within seventy-two (72) hours after the end of a hurricane watch or warning or as the Board may determine otherwise; inclusive of any removable tracks. Except as the Board may otherwise decide, shutters may not be closed at any time other than a storm event. Any approval by the ARC shall not be deemed an endorsement of the effectiveness of hurricane shutters.

Section 33. Mining and Excavation. No oil, gas, mineral or other type of mining, excavating, drilling, refining, quarrying or other similar activities of any kind shall be conducted on the Property. The terms of this Section shall not apply to the Association.

Section 34. Noise. No Owner, resident or contractor at any time shall make or permit any disturbing noises in or about the Units or permit any conduct by his family, guests, employees or others which will interfere with the rights, comforts, or conveniences of other Occupants. In addition, no Occupant shall play or permit to be operated, a musical instrument, television, radio, sound system or other equipment in such a manner as to disturb or annoy other Occupants. Between the hours of 9:00 pm and 8:00 am Monday through Saturday, and 9:00 pm and noon on Sunday. No one shall operate, play or cause to be operated or played, on the Property any radio, television, stereo system, sound amplifier of any kind, appliance, lawnmower, machine, musical

instrument, equipment or motor of any kind which makes any music, noise or vibration, in such a manner as to be an annoyance or nuisance to other Occupants. Noise must be kept at an acceptable level. An acceptable level shall mean that noise from the above listed sources should not be heard beyond the boundaries of the Unit from which the noise is generated. Second floor Condominium Unit living areas must be carpeted for sound abatement. Tile or wood floors cannot be installed or changed without ARC approval as special sound insulation barriers are required.

Section 35. Screened Enclosures, Garage Doors and Address Numbers. No screened enclosures shall be permitted without the prior written approval of the ARC. Garage doors shall remain closed at all times except when an individual is active in and around the garage, or when it is being used for ingress or egress. The house address numbers affixed to the front wall shall not be altered or replaced in any manner, except with those approved by the Board. The address numbers shall be visible from the street per Palm Beach County requirements.

Section 36. Solicitation. No commercial solicitations of any kind shall be permitted on any portion of the property. No email solicitations, door-to-door sales or solicitations, including fundraisers, shall be conducted on the Property without prior approval from the Association. Advertising, brochures and flyers for commercial solicitations may not be hand delivered, including to mailboxes, but they may be mailed to residents. Violators shall be reported to the Association Property Manager.

Section 37. Sports Equipment. No recreational, playground or sports equipment including but not limited to basketball hoops and poles, slides, kiddie pools, soccer nets, tether poles, jungle gyms, hammocks or any inflatable games may be installed or placed within or about any portion of The Lexington Club.

Section 38. Traffic Regulations. Only drivers licensed to operate motor vehicles by the State of Florida or by any other state in the United States may operate any type of motor vehicle or battery-operated vehicle on any street or elsewhere within the Common Areas. All vehicles of any kind and nature which are operated on the streets in the Property shall be operated in a careful, prudent, safe and quiet manner and with due consideration for the rights of all Occupants of the Property. Except as needed for construction and maintenance, no motorized vehicle may be operated off of paved roads or streets. Bicycle riding shall be permitted at the rider's own risk and shall not be permitted to be driven on sidewalks.

Section 39. Trash and Garbage. Trash collection and disposal procedures established by Association shall be observed. It is possible the Association may provide for garbage pick-up, the cost of which shall be Operating Costs. No outside burning of trash or garbage is permitted. Each Owner shall keep his Lot free and clear of trash and debris and shall reasonably maintain his Lot. No Lot shall be used or maintained as a dumping ground for rubbish and all Owners shall confine their yard trash to their own Property or Lot. All garbage shall be placed within a trash bag and within a rigid sanitary covered container for solid waste. All trash/recycling containers shall be kept from view except when placed for garbage collection. At all other times trash/recycling containers must be stored out of view from adjoining properties and common areas. The trash containers shall not be placed by the streets earlier than the day before garbage and refuse are customarily collected at such time as permitted by the Rules and Regulations of the Association which may be amended from time to time. The garbage cans and trash containers shall be placed

within six feet (6') of the road and shall not be placed where the containers will interfere with pedestrians or the flow of traffic. Garbage shall not be placed outside until after 4pm on the evening before the trash pickup. All trash/recycling containers shall be removed on the same day that the collection is made. Food trash is not permitted in a plastic bag unless the amount of food trash exceeds what will fit in a covered rigid container, and it may only be placed at the curb after sunrise on the day of trash pickup. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No garbage incinerators shall be permitted.

Section 40. Leases.

An Owner may lease only his entire Unit, and then only in accordance with the Declaration, after receiving approval by the Board or Directors, or its designated subcommittee, as provided for in this Section 40. Reference to "Rentals" in this Section 40 shall also include Leasing. Prior approval is also required in connection with any lease renewal and in connection with any change in occupancy under, during or along with a lease. Any lease, lease renewal or change in occupancy under, during or along with a lease is referred to in Section 40 as a "Transfer". In the interest of protecting homeowners and their families, preserving property values, and enhancing the quality of life within the community, this Section 40 shall govern rental agreements between Owners and Tenants of homes within The Lexington Club. Nothing in this policy is intended to act to discriminate against any protected class, to wrongfully deprive anyone of housing or to violate any provision of the Fair Housing Act (FHA).

A. Procedures.

1. Notice by the Owner. An Owner shall give to the Board of Directors or its designee written notice of an intended Transfer at least thirty (30) days prior to the proposed Transfer and occupancy thereunder, together with the name and address of the proposed lessee(s), an executed copy of the proposed lease, and such other information as the Board may reasonably require. The Board may require the personal appearance of any lessee(s), and his/her spouse and any other intended occupants, as a condition of approval. The Board of Directors may obtain a criminal background check and credit check on prospective lessees and has the power to promulgate new rules and regulations regarding tenant screening standards and fees from time to time.

2. Approval. After the required notice and all information, transfer fees, and appearances requested have been provided, the Board shall approve or disapprove the proposed Transfer within thirty (30) days. If the Board or its designee neither approves nor disapproves within this time period, such failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a letter of approval to the Owner.

3. Disapproval. A proposed Transfer shall be disapproved only if a majority of the whole Board or Subcommittee so votes, and in such case the Transfer shall not be made. The Board, or its designee, shall have the power to deny tenants on the basis of criminal background checks and/or credit checks. The Board or its designee shall analyze criminal background checks

based on a case by case basis and make a decision based on the timeline, nature, and severity of the crime as well as the level of threat to the Association, its property and its Members. The Association shall have the right to determine, through the Board of Directors, standards for screening tenants. Appropriate grounds for disapproval shall include, but not be limited to, any one or more of the following:

- i. The Owner is delinquent in the payment of assessments at the time the application is considered, and the Owner does not bring the delinquency current (with any interest, late fees, costs and attorneys' and paralegal fees also due and owing) within a time frame required by the Board of Directors;
- ii. The person seeking approval or intended occupants have been convicted of a crime within the past seven (7) years, or, if they have been incarcerated, in the last seven years since release from jail pursuant to current HUD guidelines and as promulgated by law;
- iii. The prospective lessee or other intended occupants have been arrested and/or charged with a crime pursuant to current HUD guidelines and as promulgated by law;
- iv. The Owner has a history of leasing his/her Unit to troublesome lessees and/or refusing to control or accept responsibility for the occupancy of his Unit;
- v. The real estate company or agent handling the leasing transaction on behalf of the Owner has a history of screening lessee applicants inadequately or recommending undesirable lessees;
- vi. The application on its face appears to indicate that the person seeking approval and/or intended occupants intend(s) to conduct himself/themselves in a manner inconsistent with the covenants and restrictions applicable to the Association and/or Rules and Regulations of the Association.
- vii. The prospective lessee or other intended occupants have a history of conduct which evidences disregard for the rights and property of others;
- viii. The lessee or other intended occupants, during previous occupancy, have evidenced an attitude or disregard for the covenants and restrictions applicable to the Association and/or Rules and Regulations of the Association;
- ix. The lessee(s) do not meet the minimum credit score requirements as

promulgated in the Rules and Regulations, which may be changed from time to time by the Board of Directors.

- x. The lessee(s) or intended occupants have failed to provide the information or appearances required to process the application in a timely manner, or provided false information during the application process; or the required transfer fee is not paid; or
- xi. The Owner fails to give proper notice of his intention to lease his Unit to the Board of Directors.
- xii. The prospective lessee or other intended occupants are not fifty-five (55) years of age or older or have not provided proof of age with the application or upon request.

Notice of disapproval shall be sent or delivered in writing to the Unit Owner.

4. Failure to Give Notice or Obtain Approval. If proper notice is not given, the Board at its election may approve or disapprove the lease.

5. Unapproved Transfers. Any Transfer which is not approved, or which disapproved pursuant to the terms of this Declaration, shall be void unless subsequently approved in writing by the Board of Directors. The Association shall have the right to remove any occupant(s) and personal belongings by injunctive relief or by other means provided in this Declaration should this Section 40 be violated.

6. Application Form. The Association vested with the authority to prescribe an application form such as may require specific personal, social, financial, and other data relating to the intended lessee(s), and occupants, as may reasonably be required by the Association in order to enable the Association to reasonably investigate the intended lessee(s), and occupants within the time limits extended to the Association for that purpose as set forth in this Section 40. The application shall be complete and submitted to the Association along with and as an integral part of the notice of intended Transfer.

7. Transfer Fee. The Board of Directors is empowered to charge a fee in connection with and as a condition for the approvals set forth in this Section 40; in an amount not to exceed the maximum allowed by applicable law from time to time. So long as and only so long as prohibited by law at the particular time, there shall be no transfer fee in connection with the renewal of a lease, with the same lessee, if the renewed lease term immediately follows the expiration of the previous lease term. The Association shall perform annual background checks on all tenants over the age of 18 at the time of renewal.

B. Contents in Lease Agreement. Every lease as of the Effective Date of this Declaration, whether oral or written shall contain, and if it does not contain, shall automatically be

deemed to contain, the following:

1. The Lessee and all occupants shall abide by all provisions of the Association Documents and reasonable Rules and Regulations, as amended from time to time.

2. The parties recognize that the Association, as agents for the landlord/Owner, has the power to evict the tenants and occupants under Chapter 83, Florida Statutes, for violations of the Association Documents and reasonable Rules and Regulations, as amended from time to time. In the event that any tenant(s) of any Unit is in violation of any provision contained in the Association's governing documents, or any laws or ordinances, the Association shall have the right to evict the tenant(s) as if the Association were the landlord under such lease and levy an Individual Assessment against the Owner and Unit. In the event that the Association initiates eviction proceedings, the Owner of the Unit that is the subject of the eviction proceedings shall be liable to the Association for all attorney's fees and costs related to such eviction proceedings, and any unpaid attorney's fees and costs shall be levied against the Owner and Unit as an Individual Assessment and shall be a lien upon the Owner's Unit.

3. Subleasing; Renting Rooms. Subleasing of a Unit shall be absolutely prohibited without the express written approval of the Board. Furthermore, no rooms shall be rented in any Unit. The intention is that only entire Units may be rented. No bed and breakfast facility may be operated out of a Unit. No transient tenants may be in a Unit and the use of Airbnb and other similar type of websites are strictly prohibited if used to advertise the Unit for Lease for any duration less than what is permitted by the Association's Rules and Regulations. No timeshare or any other similar agreement is permitted.

4. Limitation on Lessee. Leasing shall be limited to a natural or natural person in his/their individual capacity/capacities only, such that no Unit shall be leased to a corporation, partnership, trust, trustee or commercial organization. If any Unit is owned by a corporation at the time of the recording of this Declaration, the Principle of the Corporation must occupy the Unit.

5. Frequency and Terms of Leasing: No Unit may be subject to more than one (1) lease in any twelve (12) month period, regardless of the lease term but, in no event, shall any lease be for less than three (3) months in length or greater than twelve (12) months in length.

6. Minimum Length of Ownership Required. Notwithstanding anything in the Declaration of Covenants, Conditions and Restrictions, the Association's Bylaws, Articles of Incorporation and Rules and Regulations to the contrary, no Unit may be leased by an Owner prior to twelve (12) months from the date of obtaining ownership of the Unit by such Owner. In all other instances, leasing shall be permitted in accordance with the other provisions of this Declaration only upon the expiration of said twelve (12) months of ownership, which for the purposes of this provision shall consist of twelve (12) consecutive months of record title ownership. Any Owner that owns a Unit as of the effective date of this amendment and any institutional first mortgagee that holds a mortgage on a Unit as of the effective date of the amendment shall be deemed to have satisfied the twelve (12) month ownership. The Board shall have the sole discretion to waive this

leasing restriction prior to the expiration of the twelve (12) month ownership period in cases resulting in undue hardship to the Owner. Such waiver shall not constitute a waiver of any rights against the Owner thereafter or against any other Owner.

7. Association's Limit on Rental Units. The Association sets the maximum number of Rentals permitted at any point in time to be fifteen percent (15%) of the units in the Association as a whole. The Board of Directors shall be permitted to promulgate reasonable Rules and Regulations regarding this provision.

8. Governing Documents. It is the Owner's responsibility to make available to the lessee or occupants copies of all Association Documents including Rules & Regulations of the Association.

Section 41. Sales. In order to maintain a community of congenial, financially responsible residents with the objectives of protecting the value of the Units, inhibiting transiency, and facilitating the development of a stable, quiet community and peace of mind for all residents, the transfer of the ownership of a Unit shall be subject to the following provisions so long as the Association exists which provisions each Owner of a Unit agrees to observe.

A. Estoppel Certificate. No Owner shall sell or convey its interest in a Unit unless all sums due the Association have been paid in full and an Estoppel certificate shall have been received by such Owner. Within ten (10) business days of a written request thereof, the Board of Directors shall furnish to an Owner an Estoppel certificate in writing setting forth whether the Assessments have been paid and/or the amount which is due as of any date as well as any other information as may be required by law from time to time. As to parties other than Owners who, without knowledge of error, rely on the certificate, the certificate shall be conclusive evidence of the amount of any Assessment therein stated. The Owner requesting the Estoppel certificate shall be required to pay the Association's reasonable sum to cover the costs of examining the records and preparing such Estoppel certificate, which maximum amount shall be determined by law as amended from time to time.

B. Right of First Refusal. Association to have first right of refusal.

C. Transfers Subject to this Section 41

1. Sale or Gift. No Owner may dispose of a Unit or any interest in the Unit by sale or gift (including agreement for deed) without prior written approval of the Board of Directors.

2. Devise or Inheritance. If any Owner acquires his title by devise or inheritance, his/her right to occupy or use the Unit shall be subject to the approval of the Board of Directors.

3. Other Transfers. If any person acquires title in any manner not considered in the foregoing sections (1) or (2), his right to occupy or use the Unit shall be subject to the approval of the Board of Directors (that person having no right to occupy or use the Unit before being approved by the Board of Directors).

The foregoing is sometimes referred to in this Section 41 as a "Transfer".

D. Procedures.

1. Notice to Association.

i. Sale or Gift. An Owner intending to make a sale or gift of his Unit or any interest in the Unit shall give the Board of Directors written notice of such intention along with a copy of the sales contract and any other information the Board of Directors deems necessary. The Association shall have the option to purchase said Unit, upon the same terms and conditions as offered by the Unit Owner to any third person. Any attempt to sell said Unit without the prior offer to the Association shall be deemed a breach of this Declaration and shall be wholly null and void and shall confer no title or interest whatsoever upon the intended purchaser. The Board may require the personal appearance of any purchaser(s) or donee(s) and his/her spouse and other intended occupants, as a condition of approval. The Board of Directors may run a criminal background and/or credit check on prospective purchaser or donees and has the power to promulgate new rules and regulations regarding sales and transfers from time to time.

ii. Devise, Inheritance or Other Transfers. The transferee(s) must notify the Board of Directors of his/her ownership and submit a certified copy of the instrumental evidencing his/her ownership and such other information as the Board may reasonably require. The transferee(s) shall have no occupancy or use rights unless approved by the Board.

iii. Failure to Give Notice. If no notice is given, the Board of Directors, at its election, may approve or disapprove at the time it learns of the transfer. If any Owner fails to obtain the Association's approval prior to selling an interest in a Unit, or making a gift of the Unit, such failure shall create a rebuttable presumption that the seller and the purchase, or Owner making the gift, intend to violate the covenants of this Declaration, and shall constitute good cause for the Association disapproval.

2. Approval. Within thirty (30) days of receipt of the required notice, transfer fee, personal appearances and information requested, the Board shall approve or disapprove the transfer. If a transfer is approved, the approval shall be stated in a Certificate of Approval executed by an officer of the Association in recordable form and delivered to the transferee. If the transfer is disapproved without good cause, the Association shall deliver by written notice, the name of one or more persons other than Unit Owners, or any other person(s) satisfactory to the Board of Directors of the Association who are willing to purchase upon the terms as those specified in the Unit Owner's notice. The furnished purchaser shall have thirty (30) days subsequent to the date of his approval within which to complete the sale. If the Board neither approves nor disapproves within this thirty (30) day time limit, such failure to act shall be deemed the equivalent of approval to the transferee.

3. Disapproval.

(a) A proposed Transfer shall be disapproved only if a majority of the whole Board so votes, and in such case the Transfer shall not be made. The Board, or its designee, shall have the power to deny prospective purchasers or occupants on the basis of criminal background checks. The Board or its designee shall analyze criminal background checks based on a case by case basis and make a decision regarding the timeline, nature, and severity of the crime as well as the level of threat to the Association, its property and its Members. The Association shall have the right to determine, through the Board of Directors, standards for screening prospective purchasers and occupants. Appropriate grounds for disapproval shall include, but not be limited to, any one or more of the following:

- (i) The person seeking approval or intended occupants have been convicted of a crime within the past seven (7) years, or, if they have been incarcerated, in the last seven years since release from jail pursuant to current HUD guidelines and as promulgated by law;
- (ii) The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosure or bad debts;
- (iii) The prospective lessee or other intended occupants have been arrested and/or charged with a crime pursuant to current HUD guidelines and as promulgated by law;
- (iv) The application for approval on its face indicates that the person seeking approval or intended occupants intend(s) to conduct himself/themselves in a manner inconsistent with the covenants and restriction applicable to the Association and/or the Rules and Regulations of the Association;
- (v) The person seeking approval or intended occupants have a history or disruptive behavior or disregard for the rights or property of others;
- (vi) The person seeking approval or intended occupants have evidenced an attitude of disregard for covenants or restrictions applicable to the Association and/or Rules and Regulations of the Association, by his conduct in this Association as tenant, Owner or occupant of a Unit, or such attitude at the personal appearance before the Board or its designee; or
- (vii) The person seeking approval has failed to provide the information, fees or appearances required to process the application in a timely manner, or provided false information during the application process.
- (viii) The person seeking approval or other intended occupants are not fifty-

five (55) years of age or older or have not provided proof of age with the application or upon request.

(b) Disapproval Subject to Right of First Refusal.

1. Unapproved Transfers. Any Transfer which is not approved, or which is disapproved pursuant to the terms of this Declaration, shall be void unless subsequently approved in writing by the Board of Directors. The Association shall have the right to remove any occupant(s) and personal belonging by injunctive relief or by other means provided in this Declaration should this Section 41 be violated.

2. Application Form. The Association is vested with the authority to prescribe an application form such as may require specific personal, social, financial, and other data relating to the intended purchaser or new owners, and occupants, as may reasonably be required by the Association in order to enable the Association to reasonably investigate the intended purchaser, new owners and occupants within the time limits extended to the Association for that purpose as set forth in this Section 41. The application shall be complete and submitted to the Association along with and as an integral part of the notice of intended Transfer.

3. Transfer Fee. The Board of Directors is empowered to charge a fee in connection with and as a condition for the approvals set forth in this Section 41; in an amount not to exceed the maximum allowed by applicable law from time to time.

4. Capital Contribution Fee Required. As part of the approval process, a sales contract for any Unit selling for ten thousand dollars (\$10,000) or more will require the new owner of such unit(s) to pay to the Association a Capital Contribution Fee, said amount which shall be promulgated by the Board of Directors in the Rules and Regulations, as amended from time to time (hereinafter referred to as "Payment"). Only new purchasers will be required to make such Payment. Current Owners and any grantees that obtain title to a Unit via an intra-family transfer is not required to make such "Payment". The Payment must be made at or before the time title is transferred to the Grantee in any transaction. The payment shall be made by a separate check made out to the Association but designated for the Capital Improvement Fund. The Association shall establish and maintain a separate bank account for the Capital Improvement Fund, Such Capital Improvement Fund may only be used to benefit the entire community, including both the Condo Units and the Villas, as approved by the Board of Directors of the Association.

5. Limitations on Ownership. No person shall own, in whole or in part, more than one (1) Unit in The Lexington Club. The term "person" shall mean and refer to ownership individually or by an entity in which the person has any interest. In addition, no person or entity may purchase more than one (1) Unit by using a "straw" purchaser to circumvent the intentions of this paragraph.

6. Reverse Mortgages. All current owners at the time this Merged, Amended and Restated Declaration shall be recorded, shall be permitted to have or obtain a reverse mortgage on

their Unit. After the date of this recording, no new Owners shall be permitted to obtain a reverse mortgage on any Unit.

7. Time Sharing. There shall be no time-sharing of Units in The Lexington Club and time-sharing estates shall not be allowed. Neither shall there be by Corporate Ownership or Multi-Estate Ownership of any Unit in The Lexington Club. Lessees shall not be entitled to receive an I.D. Card or have Access to or use any of the Common Facilities until required forms have been completed and approved by the Board of Directors.

8. Certain Exceptions. This Section shall not require the approval of a purchaser who acquires title to a Unit at a duly advertised public sale with open bidding provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale but no purchaser may occupy a Unit unless approved by the Board of Directors pursuant to this Article 41.

Proviso. This Section 41 shall not be construed to exempt the foregoing from compliance or permit the foregoing to be in noncompliance with Florida Statutes all other provisions of the Association Documents and Rules and Regulations of the Association; nor shall the grantee (other than another Institutional Mortgagee) of the foregoing be exempt from the requirements of Section 40 above.

Section 42. Recreational Areas. The Board of Directors shall promulgate reasonable Rules and Regulations regarding the use of the clubhouse, fitness center, swimming pool, jacuzzi, pool area, tennis center, and other Common Areas. Residents and guests that violate any of the Rules and Regulations shall be subject to fines and other remedies.

ARTICLE XIII GENERAL PROVISIONS

Section 1. Term. The covenants, conditions 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 and any Owner, their respective legal representatives, heirs, successors, and assigns, for a term of ninety-nine (99) years from the date this Declaration is recorded. After said ninety-nine (99) year period, said covenants shall be automatically extended for successive periods of ten (10) unless terminated as follows:

A. Termination shall be voted at a meeting of the Members after giving of written notice that termination will be considered to each Member at least forty-five (45) days in advance of said meeting.

B. Three-fourths (3/4) of the Members present and voting and joined by all Institutional Lenders authorizing those three-fourths (3/4) of the Members must vote in favor of termination.

In the event that the Association votes to terminate this Declaration, the President and Secretary of the Association shall execute a certificate which shall set forth the resolution of

termination adopted by the Association, the date of the meeting of the Association at which such resolution was adopted, the date that notice of such meeting was given, the total number of votes of the Association, the total number of votes required to constitute a quorum at a meeting of the Association, the number of votes necessary to adopt a resolution terminating this Declaration, the total number of votes cast in favor of such resolution, and the total number of votes cast against such resolution. Said certificate and all the consents of all mortgagees shall be recorded in the Public Records of Palm Beach County, Florida, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration. However, no such agreement shall be effective unless it is made and recorded at least two (2) years before the effective date of the change provided for in it and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days before any action is to be taken

Every deed recorded must incorporate this Declaration by reference in Official Records.

Section 2. Amendment. Amendments to this Declaration shall be proposed and adopted in the following manner.

A. Notice of the subject matter of the proposed amendment shall be included in the notice of the meeting of the Association at which such proposed amendment is to be considered and shall be delivered to each Owner. This Section shall not apply if Owners' approval for proposed amendments is obtained by written consent in lieu of a meeting.

B. The Declaration may be amended by a vote of at least fifty percent plus one (50% + 1) of the Board and fifty percent plus one (50% + 1) of the Members at a duly called meeting of Members, provided a quorum exists. A quorum shall constitute thirty percent (30%) of the entire membership present at the meeting (in person, by consent, and by proxy).

C. The approval or consent of the required percentage of the Owners to any amendment of this Declaration shall be evidenced by a sworn certification or executed by the Association which sworn statement shall state unconditionally that the required approval or consent of the Owners was lawfully obtained. Any such amendment of this Declaration shall become effective only when recorded in the public records of the County or at such later date as may be specified to the amendment itself.

D. Notwithstanding anything to the contrary contained herein, any amendment hereto which adversely affects the lien rights of an Institutional Mortgagee shall require the prior written consent of such Mortgagee.

Section 3. Indemnification.

A. The Association shall indemnify every officer, director and committee Member against all expenses, including court costs and reasonable attorneys' fees, reasonably incurred by or imposed upon any current or former officer or director of the Association and Member of any committee of the Association in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he or she may be a party by reason of being or having been an officer or director, or by reason of any decision rendered by the committee on which he or she serves, except for expenses incurred from claims arising from

such officer, director or committee Member's own individual, willful misfeasance or malfeasance, criminal conduct, or bad faith. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director of the Association or committee Member, or former officer, director or committee member may be entitled. Such indemnification shall continue as to a person who has ceased to be a director, officer, committee Member, and shall inure to the benefit of the heirs and personal representatives of such a person. An adjudication of liability shall not affect the right to indemnification for those indemnified.

B. The officers and directors of the Association shall not be liable for any mistake of Judgment, negligence or otherwise, in the performance of their duties except for their own individual willful misfeasance or malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association (except to the extent that such officers or directors may also be Owners). The Association shall indemnify and forever hold each such officer or director harmless from any and all liability to others on account of any such contract, commitment or action. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any present or former officer or director may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

Section 4. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws of the Association, his or her right of enjoyment of the Common Area and facilities to the members of his or her family, tenants, and social invitees.

Section 5. Enforcement. Each Owner and Occupant shall comply strictly with the Bylaws and the published Rules and Regulations of the Association adopted pursuant to this Declaration, as either of the same may be lawfully amended from time to time, and with the covenants, conditions and restrictions set forth in this Declaration and in the deed or other instrument of conveyance to his Lot or Unit. If any failure to comply with any of the same shall be grounds for imposing fines, for suspending voting rights or rights of use of the Recreational Facilities located in the Common Areas, or for instituting an action to recover sums due, for damages, and/or for injunctive relief and/or any other remedy available at law or in equity, such actions are to be maintainable by the Board of Directors on behalf of the Association or, in a proper case, by an aggrieved Owner. Should the Association employ legal counsel to enforce any of the foregoing, all costs incurred in such enforcement, including court costs and reasonable attorneys' fees, shall be paid by the violating Owner. Inasmuch including the enforcement of the provisions of this Declaration, the Bylaws, and the Rules and Regulations of the Association are essential for the effectuation of the general plan of development contemplated hereby and for the protection of present and future Owners, it is hereby declared that any breach thereof may not adequately be compensated by recovery of damages, and that the Association or any aggrieved Owner, in addition to all other remedies shall be entitled to the remedy of injunction or other equitable action to restrain any such violation or breach or any threatened violation or breach. No delay, failure or omission on the part of the Association or any aggrieved Owner in exercising any right, power, or remedy herein provided shall be construed as an acquiescence thereto or shall be deemed a waiver of the right to enforce such right, power or remedy thereafter as to the same violation or breach, or as to a violation or breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. No right of action shall accrue nor shall any action be brought or maintained by

anyone whatsoever against the Association for or on account of any failure to bring any action on account of any violation or breach, or threatened violation or breach, by any person of the provisions of this Declaration, the Bylaws or any Rules and Regulations of the Association, however long continued. This Section shall not be amended unless such amendment is made or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

Section 6. Enforcement by or Against Other Persons. In addition to the foregoing, this Declaration and the Rules and Regulations may be enforced by the Association by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration, including the Rules and Regulations, shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this Declaration or the Rules and Regulations.

Section 7. Captions. The captions in the Condominium Documents are inserted only as a matter of convenience and for ease of reference and in no way define or limit any provision in the Condominium Documents.

Section 8. Disputes as to Use. In the event there is any dispute as to whether the use of the Property or any portion or portions thereof complies with the covenants, restrictions, easements, or other provisions contained in this Declaration, such dispute shall be referred to the Board, and a determination rendered by the Board with respect to such dispute shall be final and binding on all parties concerned therewith.

Section 9. Rights of Third Parties. This Declaration shall be recorded for the benefit of the Association and the Owners as herein provided, and by such recording, no adjoining property owner or third party shall have any right, title or interest whatsoever in the Property, except as provided herein, or in the operation or continuation thereof or in the enforcement of any of the provisions hereof, and the Owners shall have the right to extend, modify, amend or otherwise change the provisions of this Declaration without the consent, permission or approval of any adjoining owner or third party. Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any portion of the Common Areas to the public, or for any public use.

Section 10. Notices. Notices required hereunder shall be in writing and shall be delivered by hand, or sent by United States mail, postage prepaid, or, with respect to notices to Owners, sent electronically to an electronic email address. All notices to Owners shall be delivered or sent to such physical or electronic addresses as have been designated in writing to the Association, or if no address has been so designated, at the addresses of such Owners' respective Lots or Units. All notices to the Association or Board of Directors shall be by certified mail return receipt requested or hand delivered and shall only be deemed to have been given upon receipt thereof. Notices shall be delivered or sent to the Property Management Company of Record or at such other address as specified by written notice to Owners. Notices to Mortgagees shall be delivered to such address as such Mortgagees specify in writing to the Association and if no such notice is given to the Association, to the address provided in the Mortgage. All notices sent are deemed delivered when delivered by hand, or when deposited in the United States mail, or when sent electronically.

Section 11. Plats. In addition to this Declaration, the Property shall be subject to the additional covenants, restrictions, easements, dedications, reservations and other terms and provisions set forth in the Development Order, and plats of the Property, which plats are recorded in the public records of the County.

Section 12. No Trespass. Whenever the Association or the Board and their respective successors, assigns, agents, employees or contractors are permitted by this Declaration to enter upon or correct, repair, clean, maintain, preserve or do any other action within any portion of the Property, the entering thereon and the taking of such action shall not be deemed to be a trespass.

Section 13. Priorities in Case of Conflict. In the event of conflict between or among the provisions of any of the following, the order of priorities shall be from highest priority to lowest, unless specifically noted otherwise:

- A. The Florida Statutes which apply.
- B. The Corporate Acts which apply.
- C. This Declaration.
- E. The Articles of Incorporation.
- F. The Bylaws.
- G. The Rules and Regulations and architectural guidelines promulgated by the Board of Directors.

In addition, in the event of conflict between or among the provisions of the Declaration, Bylaws, the Articles of Incorporation or rules and regulations pursuant thereto and the Condominium Documents those provisions of The Lexington Club Community Association documents shall be superior and shall prevail over those of the Condominium Association. The foregoing priorities, shall not prevent enforcement by the Condominium Association of provisions or rules which are stricter than those of the association.

Section 14. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end the provisions of this Declaration are declared to be severable.

Section 15. Right of Entry. The Association shall have the right but not the obligation to, enter into any Unit for emergency, security, and safety, which right may be exercised by the Association's Board of Directors, officers, agents, employees, managers, and all policemen,

firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the owner. This right of entry shall include the right of the Association to enter a unit to cure in a condition which may increase the possibility of a fire or other hazard in the event an owner fails or refuses to cure a condition upon request by the Board.

Section 16. Use of the Words "The Lexington Club". No person shall use the words "The Lexington Club" or any derivatives thereof in any printed or promotional material without the prior written consent of the Board of Directors. However, Owners may use the term the Lexington Club in print or promotional material where such term is used solely to specify that particular property is located within the Lexington Club.

Section 17. Condominium Association Governing Documents. The Condominium Association which is governed by recorded or un-recorded documents or procedures shall contain the following provisions:

(a) the Condominium Association shall have the same fiscal year as the Association;

(b) in case of conflict between the provisions of the Condominium Association's Governing Documents and those of the Association, the documents of the Association shall be superior and shall prevail;

(c) all Amendments to the Governing Documents of the Condominium Association which affect the rights or interests of the Association must receive the prior written approval of the Board of Directors of the Association.

Section 18. Interpretation. In all cases, the provisions set forth or provided for in this Declaration shall be construed together and given that interpretation or construction which, in the opinion of the Board of Directors, will best affect the intent of the general plan of development and operation of the Association. The provisions hereof shall be liberally interpreted and, if necessary, they shall be so extended or enlarged by implication as to make them fully effective. The provisions of this Declaration shall be given full force and effect notwithstanding the existence of any zoning ordinance, building codes or other regulations which are less restrictive. The effective date of this Declaration shall be the date of the initial filing for record of the Original Declaration. The captions of each Article and Section hereof as to the contents of each Article and Section are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular Article or Section to which they refer. This Declaration shall be construed under and in accordance with the laws of the State of Florida.

Section 19. Invalidity. In the event any Court shall hereafter determine that any provisions of this Declaration as originally drafted, or as amended, violates the rule against perpetuities or any other rules of law because of the duration of the period involved, the period specified in the Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rules of law.

Section 20. Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or other entities or to individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

Section 21. Owners' Affirmative Duties. All Owners are charged with the affirmative duty to keep the Association advised, in writing, of any mailing addresses, as they change from time to time, including a second address for emergency in the event of a catastrophic event. The Owner shall also notify the Association of the name and address of any mortgagees. The Association shall be permitted to rely on the information supplied by Owners in writing.

Section 22. Termination by Declaration. Should this Declaration be terminated as provided herein, all Common Areas shall be transferred to a trustee appointed by the Circuit Court, Palm Beach County, Florida, which trustee shall sell the Common Areas free and clear of the limitations imposed hereby upon terms established by the Circuit Court of Palm Beach County, Florida. The proceeds of such a sale shall first be used for the payment of any debts or obligations constituting a lien on the Common Area, then for the payment of any obligations incurred by the trustee in the operation, maintenance, repair and upkeep of the Common Area. The excess of proceeds, if any, from Common Area shall be distributed among property Owners in a proportion which is equal to the proportionate share of such Owners in the annual budget; provided, however, that where the portion of the Property owned by any Owners is encumbered by a mortgage, the distribution attributable to said portion of the Property shall be applied as provided in said mortgage either as specifically provided therein or as provided in cases on condemnation awards.

Section 23. Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform development plan for the operation of the Property.

Section 24. Dissolution of Association. The Association may not be dissolved prior to the termination of this Declaration as heretofore provided. In the event the Association is involuntarily terminated for failure to comply with the requirements of Chapter 720, Florida Statutes, or otherwise:

A. The last directors as surviving trustees shall forthwith take such steps as may be necessary to immediately reinstate the Association's corporate status, and until such corporation status is reinstated.

B. The last directors as surviving trustees shall continue the activities of the Association, and

C. Each of the Members of the Association shall be responsible for the proper performance of the mandatory functions of the Association as specified in this Declaration.

Section 25. Covenant Running with the Land. All Provisions of the Declaration and its Exhibits and Rules and Regulations shall, to the extent applicable be perpetual and be construed

to be covenants running with the Properties in the Lexington Club, and all of the provisions of the Governing Documents and Rules and Regulations shall be binding upon and endure to the benefit of the Owners, Association and their respective heirs, personal representatives, successors and assigns, and shall be binding on all Owners, Occupants, guests and invitees to the Properties. None of the provisions contained in the Governing Documents or in the Rules and Regulations of the Association are intended to create, nor shall be construed as creating, any rights in and for the benefit of the general public.

Section 26. Governance. This community shall be governed by Chapter 720 of the Florida Statutes as same exists on the date hereof, and as same may be amended from time to time.

ARTICLE XIV MORTGAGEES' RIGHTS

Section 1. Notices to and approval by Mortgagee.

A. The holder of an Institutional Mortgage on any Lot is entitled to timely written notice of:

1. Any condemnation or casualty loss that effects either a material portion of the Property or of the Lot securing its mortgage;
2. Any sixty (60) day delinquency in the payment of Assessments or charges owed by the Owner of any Lot on which it holds a mortgage;
3. A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and
4. Any proposed action that requires consent of a specified percentage of "Eligible Mortgage Holders."

B. "Eligible Mortgage Holders" shall mean those holders of an Institutional Mortgage on a Lot in the Property who have requested the Association to notify them of items 1 through 4 above or any proposed action that requires the consent of a specified percentage of Eligible Mortgage Holders. Amendments to his Declaration of a material nature require the consent and approval of Eligible Mortgage Holders representing at least fifty-one percent (51%) of the votes of Dwelling Units or Lots that are subject to mortgages by Eligible Mortgage Holders. Such consent and approval shall not, however, be unreasonably withheld.

C. When Owners are considering termination of the legal status of the Property, for reasons other than substantial destruction or condemnation of the Property, the Eligible Mortgage Holders representing at least sixty-seven percent (67%) of the votes of the mortgaged Units or Lots must agree to such termination, however, such consent may not be unreasonably withheld.

D. If any addition or amendment to this Declaration is not considered as a material change, such as the correction of technical error or clarification of a statement, the constituent documents, including this Declaration, shall imply approval to be assumed when the Eligible Mortgage Holder fails to submit a response to any written proposal for amendment within thirty (30) days after the proposal is made.

Section 2. Amendments Required by Mortgagees. There shall be automatically incorporated as a part of this Declaration and, where applicable, the Articles and Bylaws of the Association, any and all provisions which now or hereafter may be required under the regulation of FNMA, FHLMC or GNMA, so to make any Institutional Mortgage encumbering a Lot eligible for purchase by FNMA, FHLMC, or GNMA, and such provision shall supersede any conflicting matters contained in this Declaration, the Articles or Bylaws, except to the extent compliance with any regulations or guidelines be waived by FNMA, FHLMC, or ONMA. Should FNMA, FHLMC or lender require an amendment to this Declaration, the Articles or Bylaws, then such amendment may be made and filed by the Association without regard to any other provisions herein contained regarding amendments and without any requirement of securing the consent of any Owner.

ARTICLE XV PARTY WALL COVENANTS

Section 1. Ownership and Cross-Easement. Each Owner shall own that portion of the party wall which stands on his own Lot, with a cross-easement of support in the other portion.

Section 2. Restrictions on Use. No openings shall be made in any party wall. No Owner shall cause the party wall to be exposed to the elements. Any Owner who by his negligent or willful acts causes the party wall to be exposed to the elements shall do all costs of furnishing the necessary protection against such elements.

Section 3. Sharing of Costs of Repair and Maintenance; Right to Contribution. The cost of reasonable repair and maintenance of a party wall shall be shared equally by the Owners who make use of the party wall. The right of any Owner to contribution from any other owner under this article XV shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 4. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the party wall may restore the same, but no greater dimension of said party wall, or of any extension or restoration thereof, shall be placed upon the land of the Owner not extending, constructing, or restoring said party wall then that existing prior to such fire or other casualty, without the written consent of the latter obtained. No part of any addition to the dimensions of said party wall, or of any extension thereof already built, that may be made by either of said Owners, or by those claiming under them respectively, shall be placed upon the land of the other Owner, without the written consent of the latter first obtained. If the other Owner thereafter makes use of the party wall, he shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such

Owner to call for a larger contribution under any rule of law regarding liability for negligent or willful acts or omissions.

Section 5. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article XV, each party shall choose one Arbitrator, and such arbitrator shall choose an additional arbitrator, and the decision of a majority of all arbitrators shall be final and conclusive of the question involved.

ARTICLE XVI RULE MAKING AND ENFORCEMENT

Section 1. Rules and Regulations. Subject to the provisions hereof, the Board of Directors may establish reasonable Rules and Regulations concerning the use and transfer, sale, or lease of Lots, Units and the Common Areas and facilities located thereon. Copies of such Rules and Regulations and amendments thereto shall be furnished by the Association to all Owners prior to the effective date of such Rules and Regulations and amendments thereto. Such Rules and Regulations shall be binding upon the Owners, their families, tenants, guests, invitees, employees, and agents, until and unless any such rule or regulation is specifically overruled, canceled or modified by the Board of Directors or at a regular or special meeting of the Association.

Section 2. Authority and Enforcement. Subject to the provisions of Section 3, upon the violation of this Declaration, the Bylaws or any Rules and Regulations duly adopted hereunder, including without limitation, the failure to timely pay any Assessments, the Board shall have the power (i) to impose monetary fines against the Owners or Occupants who are guilty of such violations, which fines shall constitute an equitable charge and a continuing lien upon the Owner's Unit until paid, (ii) to suspend an Owner's right to vote on Association issues or elections, or (iii) to suspend an Owner's right (and the right of such Owner's family, guests and tenants and of the co-Owners of such Owner and their respective families, guests and tenants) to use any of the Recreational Facilities located on the Common Areas. The Board shall have the power to impose all or any combination of these sanctions. An Owner shall be subject to the foregoing sanctions in the event of such a violation by such Owner, his or her family, guests or tenants or by his or her Occupants or co-Owners or the family, guests or tenants of his or her Occupants or co-Owners. Any such suspension of rights may be for the duration of the infraction and for any additional period thereafter, not to exceed ninety (90) days per Violation, with the exception of continuing violations, including nonpayment of fines and Assessments, which shall result in suspended use until resolved.

Section 3. Procedure. The Rules and Regulations shall be binding upon the Owners, their families, tenants, guests, invitees, employees, and agents. Rules violations shall be reported to the Association in writing. The procedure for enforcement of this Declaration or the Rules and Regulations shall be as follows:

A. Notice: The Association shall notify the Owner of the alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Compliance

Committee of the Association. Said committee shall comprise at least three (3) Members appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee, at which time the Owner shall present reasons why a fine(s) should not be imposed. At least fourteen (14) days' notice of such meeting shall be given.

B. Hearing: The alleged non-compliance shall be presented to the Compliance Committee so appointed by the Board of Directors at which hearing the Compliance Committee shall hear reasons why a fine(s) should not be imposed. A written decision shall be submitted to the Owner by no later than fifteen (15) days after the meeting.

C. Amounts: The Board of Directors (if the Compliance Committee's findings are confirmed against the Owner) may impose special assessments against the Unit owned by the Owner as follows or as set by the Board of Directors not to exceed the maximum amount permitted by law as amended from time to time:

i. First non-compliance or violation which is of a continuing nature: a fine not in excess of Fifty (\$50.00) Dollars per day without a limitation on the aggregate amount of the amount due.

ii. Second non-compliance or violations which are of a continuing nature: a fine not in excess of Seventy-Five (\$75.00) Dollars per day without limitation on the aggregate amount of the amount due.

iii. Third non-compliance or violations which are of a continuing nature: a fine not in excess of One Hundred (\$100.00) Dollars per day without a limitation on the aggregate amount of the amount due.

D. Payment of Penalties: Fines shall be paid not later than five (5) days after notice of the imposition or assessment of the penalties.

E. Collection of Fines: Fines shall be treated as an assessment subject to the provisions for the collection of assessments as set forth herein, to the greatest extent permitted by law.

F. Application of Proceeds: All monies received from fines shall be allocated as directed by the Board of Directors of the Association.

G. Non-Exclusive Remedies: These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

H. Attorney's Fees: In the event that the Association is the prevailing party with respect to any litigation respecting this Article XVI, it shall be entitled to recover all of its attorney's fees and paraprofessional fees and costs at trial and upon appeal.

"EXHIBIT A"

**MERGED,
AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
THE LEXINGTON CLUB COMMUNITY ASSOCIATION, INC.**

(merged through October 2018)

Pursuant to Section 617.1007(4), Florida Statutes, the Articles of Incorporation of **The Lexington Club Community Association, Inc.**, a Florida Corporation not-for-profit, which was originally incorporated under the same name on November 18, 1987 are hereby amended and restated in their entirety. All amendments included herein have been adopted pursuant to Section 617.1007(4), Florida Statutes, and there is no discrepancy between the Corporation's Articles of Incorporation and the provisions of these Merged, Amended and Restated Articles of Incorporation other than the inclusion of amendments adopted pursuant to Section 617.1007(4) and the omission of matters of historical interest. The Merged, Amended and Restated Articles of Incorporation of **The Lexington Club Community Association, Inc.** shall henceforth be as follows:

ARTICLE I
NAME AND ADDRESS

The name of the Corporation is **THE LEXINGTON CLUB COMMUNITY ASSOCIATION, INC.** and its mailing address shall be C/O the management company of record at 7799 Lexington Club Blvd, Delray Beach, FL 33446.

ARTICLE II
DEFINITIONS

For convenience, the Corporation shall be referred to in this instrument as the "Association"; the Merged Amended and Restated Declaration of Covenants, Conditions and Restrictions of The Lexington Club, as the "Declaration"; these Merged, Amended and Restated Articles of Incorporation as the "Articles"; and the Merged Amended and Restated Bylaws of the Association as the "Bylaws". The terms in these Articles shall each have the same definition and meaning as those set forth in that certain Merged, Amended and Restated Declaration of Covenants, Conditions and Restrictions of The Lexington Club to be recorded in the Public Records of Palm Beach County, Florida, unless herein provided to the contrary, or unless the context otherwise requires.

ARTICLE III
PURPOSE AND POWERS

Section 3.1 Purpose. The purpose for which the Association is organized is to provide an entity for operating, administering, managing and maintaining a planned, residential community known as The Lexington Club Community Association, Inc. (hereinafter called the "Property"), in accordance with the "Declaration" (defined in Article 3 below). The Association is organized and shall exist on a non-stock basis as a Corporation not-for-profit under the laws of the State of Florida.

Section 3.2. Powers and Duties.

A. General. For the accomplishment of its purposes, the Association shall have all of the common law and statutory powers and duties of a Corporation not-for-profit under the laws of the State of Florida, except as limited or modified by these Articles, the Declaration, the Bylaws or the Florida Statutes and Corporate Acts.

Powers. The Association shall have all of the powers reasonably necessary to operate the Property pursuant to the Declaration and as more particularly described in the Bylaws and these Articles as they may be amended from time to time, including but not limited to, the following:

1. To make and collect annual and special Assessments against members of the Association to defray the costs, expenses and losses of the Association, and to use the funds in the exercise of its powers and duties; and to levy and collect Charges. To collect for delinquent Assessments by suit or otherwise, abating nuisances, and enjoining or seeking damages from the Unit Owners for violations of the Association's Governing Documents.

2. To determine and adopt an annual budget of Common Expenses required for the operation of the Association.

3. To protect, maintain, repair, replace, reconstruct, improve, add to and operate the Properties pursuant to the Governing Documents and to make repairs and restoration of the Property in accordance with the provisions of the Declaration, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.

4. To purchase insurance covering all of the Common Properties, or portions thereof, and insurance for the protection of the Association its Officers, Directors and Owners.

5. To make, amend and enforce reasonable rules and regulations governing the Common Areas, Association Property and the operation of the Association, and including the frequency, time, location, notice and manner of the inspection and copy of official records.

6. To maintain bank accounts on behalf of the Association and the designation of the signatories required therefor.

7. To borrow money with the following limitations: The Association shall have the right to borrow money upon the approval by the Board of Directors.

8. The Association or its designee, acting through the Board, shall have the right to buy, own, operate, lease, sell, trade and mortgage both real and personal property pursuant to the provisions of the Declaration.

9. To purchase units at foreclosure or other judicial sales, in the name of the Association or its designee.

10. To sell, lease, mortgage or otherwise deal with Units acquired by, and subleasing Units leased by, the Association or its designee.

11. To organize corporations to act as designees of the Association in acquiring title to Units or leasing Units by the Association.

12. To levy fines against the Unit Owners for violations of the Rules and Regulations established by it to govern the conduct of the Unit Owners.

13. To contract for bulk rate cable television service and other communication services for the Association, subject to the rights of owners to cancel same if and as provided in the Florida Statutes from time to time. The Board of Directors shall determine in its sole discretion the extent of the cable service and other bulk communications to be purchased (i.e., basic cable or otherwise).

14. The Association shall have limited power to convey a portion of the Common Elements to a condemning authority for the purpose of providing utility easements, right of way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings.

15. To provide exterminating services to the Common Areas and the Units, at the discretion of the Board of Directors.

16. To approve or disapprove the leasing, transfer, ownership and possession of Units as may be provided by the Declaration and to impose a lawful fee in connection with the approval of the transfer, lease, sale or sublease of Units. However, no fee shall be charged in connection with the transfer, sale or approval in excess of the maximum amount permitted by law. No charge shall be made in connection with an extension or renewal of a lease unless permitted by law.

17. To acquire and enter into agreements, whereby it acquires leaseholds, memberships, and other possessory or use interest in lands or facilities, whether or not contiguous

to the lands of the Association, intended to provide for the enjoyment, recreation or other use and benefit of the Members, and declaring expenses in connection therewith to be Common Expenses; all in such form and in such manner as may be deemed by the Board to be in the best interest of the Association; and in the participation in the acquisition of any interest in lands or facilities for the foregoing purposes may be direct or indirect, meaning, without limiting the generality of the foregoing, by direct ownership of land or acquisition of stock in a corporation owning land.

18. To contract for the management, operation, administration and maintenance of the Property and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of Rules, maintenance, repair and replacement of the Common Areas with funds as shall be made available by the Association for such purposes. The Association and its Officers and Directors shall, however, retain at all times the powers and duties granted by the Declaration, including, but not limited to, the making of Assessments, promulgation of Rules and execution of contracts on behalf of the Association.

19. To employ personnel to perform the services required for the proper operation of the Property.

B. Optional Power of Association. The Association shall be authorized, but not required, to provide the following functions and services and shall have easement rights to perform the same:

1. Lighting of roads, sidewalks and walks and paths throughout the Association.
2. Fire protection and prevention.
3. Garbage and trash collection and disposal.
4. Conducting swim, sport, craft and cultural programs of interest to Owners, including their families, tenants, guests and invitees.
5. Surveillance and monitoring of the Association Property, including, but not limited to, maintenance of electronic and other protective devices, employment or protective guards within the Association Property, and operation of a guardhouse or other means of Access control, as determined by the Association from time to time. The Association shall not be held liable for injury, loss or damage by reason of their failure to provide adequate monitoring or protection or the tenant, guests and invitees, acknowledge that neither the Association, (including any Committee established by the Association), shall be liable for or insure against any injury, loss or damage suffered by any Unit Owner, including its family, tenants, guests and invitees. All Unit damage suffered or caused, whether to their person, or Units (including contents thereof) and acknowledge that the Association has made any representations or warranties, express or implied, to any Unit Owner, including the Unit Owner's family, tenants, guests and invitees, concerning any security measures recommended or undertaken.

6. Installation, operation and maintenance of utility facilities, including, without limitation, cable television or other communication systems or facilities, throughout any portion of the Common Areas within the Association Property.

7. Such other services as are authorized in the Articles or Bylaws.

8. Cleanup, landscaping, maintenance, dredging, water treatment or other care of canals, roads, public rights of way, or other property (public or private) adjacent to the Association Property to the extent such care would, in the reasonable determination of the Board of Directors, to be beneficial to the Association Property and to the extent that the Association has been granted the right to so care for the affected property by the owner thereof or other person authorized to grant such right, including, but not limited to, any appropriate governmental authority.

9. All repair, replacement and maintenance of any kind whatsoever of any property, real or personal (including, without limitation, landscaping, painting, paving, and care of water or drainage systems), located on any Association Property (excluding the Units), so long as such maintenance is reasonably deemed by the Board of Directors to be of sufficient benefit to the Association and in the best interests of the Association to warrant its costs being borne by the Association.

C. Duties.

1. The Association shall adopt a Rule and Regulation concerning the posting of notices of Board meetings and the annual meeting.

2. The Association shall maintain an adequate number of copies of the Governing Documents and Rules and Regulations, and all amendments to the foregoing, on the Association Property, to ensure their availability to Owners and prospective purchasers. The Association may charge its actual costs for preparing and furnishing the foregoing to those requesting same.

3. The Association shall ensure that the following contracts shall be in writing:

(a) Any contract for the purchase, lease or renting of materials or equipment, which is not to be fully performed within one year from the date of execution of the contract.

(b) Any contract, regardless of term, for the provision of services; other than contracts with employees of the Association, and contracts for attorneys and accountant's services, and any other service contracts exempted from the foregoing requirement by the Florida Statutes or Administrative Rules as amended from time to time.

4. The Association shall obtain competitive bids for materials, equipment and services where required by the Florida Statutes and Administrative Rules as amended from time to time. This provision shall not require the Association to accept the lowest bid.

5. The Association shall obtain and maintain fidelity bonding as required by the Florida Statutes and Administrative Rules.

6. The Association shall keep a roster of Owners and their addresses and mortgagees and their addresses based on information supplied by the Owners.

All powers of the Association conferred by the Declaration and Bylaws are incorporated into these Articles by reference.

Section 3.3. Emergency Powers. The following shall apply to the extent not viewed to be in conflict with the Florida Statutes:

A. In anticipation of or during any emergency defined in Section 3.3.E below, the Board of Directors of the Association may:

1. Modify lines of succession to accommodate the incapacity of any Director, officer, employee or agent of the Association; and
2. Relocate the principal office or designate alternative principal offices or authorize the Officers to do so.

B. During any emergency defined in Section 3.3.E below:

1. Notice of a meeting of the Board of Directors need be given only to those Directors whom it is practicable to reach and may be given in any practicable manner, including by publication and radio;
2. One or more Officers of the Association present at a meeting of the Board of Directors may be deemed to be Directors for the meeting, in order of rank and within the same rank in order of seniority, as necessary to achieve a quorum; and
3. The Director or Directors in attendance at a meeting shall constitute a quorum.

C. Corporation action taken in good faith during an emergency under this Section 3.3 to further the ordinary affairs of the Association:

1. Binds the Association; and

2. May not be used to impose liability on a Director, Officer, employee, or agent of the Association.

D. An officer, Director, or employee of the Association acting in accordance with any emergency Bylaws is only liable for willful misconduct.

E. An emergency exists for purposes of this section if a quorum of the Association's Directors cannot readily be assembled because of some catastrophic event.

Section 3.4. Association property. All funds and the titles of all properties acquired by the Association and their proceeds shall be held in trust for the members in accordance with the provisions of the Declaration, these Articles of Incorporation and the Bylaws.

Section 3.5 Distribution of income. The Association shall make no distribution of income to its members, directors or Officers.

Section 3.6 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration and the Bylaws.

ARTICLE IV MEMBERSHIP AND VOTING IN THE ASSOCIATION

Section 4.1. Membership. The members of the Association shall be provided in Section 2.1 of the Bylaws.

Section 4.2. Voting. The Owners of each Unit, collectively, shall be entitled to that vote as set forth in the Bylaws. Fractional voting is absolutely prohibited. The manner of exercising voting rights shall be as set forth in the Bylaws.

ARTICLE V DIRECTORS

Section 5.1. Number and Qualifications. The property, business and affairs of the Association shall be managed by a Board in the manner and accordance with the relevant provisions specified in the Bylaws. Each Director must be a member of the Association, which shall be evidenced by legal title to a Unit in Lexington Club. Other provisions regarding qualifications of Directors are contained in the Bylaws.

Section 5.2. Duties and Powers. All of the duties and powers of the Association existing under Chapters 720, 617 and (if applicable) 607, Florida Statutes and the Governing Documents shall be exercised exclusively by the Board of Directors, its agents, contractors, or employees, subject only to:

A. approval by Owners, when such approval is specifically required in the Law or Governing Documents; and/or

B. action by the Executive Committee, if any.

Section 5.3. Election; Removal. Director(s) of the Association shall be elected in the manner determined by and subject to the terms and provisions set forth in 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

Section 6.1. Offices. The affairs of the Association shall be administered by the Officers holding the offices designated in the Bylaws.

Section 6.2. Duties and Power. The powers and duties of the Officers are as provided in the Bylaws.

Section 6.3. Election; Removal. The Officers shall be elected by the Board of Directors of the Association at its first meeting after the election meeting of the members of the Association and shall serve at the pleasure of the Board of Directors.

ARTICLE VII INDEMNIFICATION

Section 7.1. To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director, every Officer, and every Member of a Committee of the Association against all expenses and liabilities, including attorneys' fees, actually and reasonably incurred by or imposed on him/her in connection with any legal proceeding (or settlement or appeal of such proceeding) (and including administrative proceeding) to which he/she may be a party because of his/her being or having been a Director, officer or member of a Committee of the Association. Indemnification of Directors and Officers shall also be that provided for in Section 617.028, Florida Statutes, as amended from time to time. In the event of conflict between this Article VII and said statute, the conflict shall be resolved in favor of providing the broadest protection possible to Directors and Officers. The foregoing right of indemnification shall not be available if a judgment or other final adjudication establishes that his/her actions or omissions to act were material to the cause adjudicated and involved:

A. Willful misconduct or a conscious disregard for the best interests of the Association, in a proceeding by or in the right of the Association to procure a judgment in its favor;

or

B. A violation of criminal law, unless the Director or Officer has no reasonable cause to believe his/her action was unlawful or had a reasonable cause to believe his action was lawful; or

C. A transaction from which the Director or officer derived an improper personal benefit.

In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which a Directors or office may be entitled.

ARTICLE VIII BYLAWS

The Amended and Restated Bylaws of the Association are as approved by the membership of the Association, and may be altered, amended or rescinded by the vote of both the Board of Directors and members of the Association in the manner provided in the Bylaws; with the vote of the Board alone permitted only if and as permitted in the Bylaws.

ARTICLE IX AMENDMENTS TO THE ARTICLES OF INCORPORATION

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

Section 9.1. Proposal. Amendments to these Articles may be proposed by resolution of the Board of Directors or by Written petition signed by the owners of one-fourth (1/4) of the Units.

Section 9.2. Procedure; Notice and Format. Upon any amendment or amendments to these Articles being proposed as provided above, the proposed amendment or amendments shall be submitted to a vote of the members not later than the next annual meeting, unless insufficient time to give proper notice remains before that meeting. An amendment may be considered at the annual or a special members' meeting. The full text of any amendment to the Articles shall be included in the notice of the Owners' meeting of which a proposed amendment is considered by the Owners. New words shall be inserted in the text by underlining and words to be deleted shall be lined through with hyphens; however, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Articles. See ___ for present text."

Section 9.3. Vote Required. Except as otherwise provided by Florida Law, or by specific provision of the Governing Documents, these Articles may be amended by a vote of at least fifty percent plus one (50% + 1) of the Board and fifty percent plus one (50% + 1) of the Members at a duly called meeting of Members, provided a quorum exists. A quorum shall constitute thirty percent (30%) of the entire membership present at the meeting (in person, by consent, and by proxy). If the amendments were proposed by a written petition signed by the Owners pursuant to Section 9.1. above, then the concurrence of the Board of Directors shall not be required.

Section 9.4. Recording and Effective Date. A copy of each Amendment shall be filed with the Department of State pursuant to the provisions of applicable Florida Law, and a copy certified by the Department of State shall be recorded in the Public Records of the County. The Certificate of the Amendment shall, on the first page, state the book and page of the Public Records where the Declaration is recorded. The Certificate shall be executed by any officer with the formalities required for the recording of a deed. The Amendment shall be effective upon recording in the Public Records of the County. Exception. As to any Amendment to Article XI of these Articles, this Section 9.4 shall not apply.

Section 9.5. Provisos. Notwithstanding any provision contained in the Association's Governing Documents to the contrary:

A. No amendment shall operate to unlawfully discriminate against any Unit or class or group of Units.

B. An Amendment to these Articles that adds, changes, or deletes a greater or lesser quorum or voting requirement must meet the same quorum requirement and be adopted by the same vote required to take action under the quorum and voting requirements then in effect or proposed to be adopted, whichever is greater.

C. Article XI of these Articles may be amended by the vote of a majority of the entire Board of Directors, without the need for membership approval, if a statement of change of registered agent and/or office is on file with the Department of State.

ARTICLE X TERM

The term of the Association shall be perpetual.

ARTICLE XI
REGISTERED AGENT AND REGISTERED OFFICE

The Registered Agent for The Lexington Club Community Association, Inc. is:

Jennifer M. Cunha Esq.
601 Heritage Dr.
Suite 424
Jupiter, FL 33458

“EXHIBIT B”

**MERGED,
AMENDED AND RESTATED BYLAWS
OF
THE LEXINGTON CLUB COMMUNITY ASSOCIATION, INC.**

(merged through October 2018)

Section 1. IDENTITY. These are the Merged, Amended and Restated Bylaws of The Lexington Club Community Association, Inc., a Corporation not-for-profit incorporated under the laws of the State of Florida and organized for the purpose of administering a planned residential community known as “The Lexington Club” located in Delray Beach, Florida (hereinafter called the “Association”). Such operation by the Association shall include the management of The Lexington Club in keeping with the terms and conditions as set forth in the Amended and Restated Declaration of Covenants, Conditions and Restrictions of The Lexington Club and the enforcements of such covenants and restrictions. In the event, these Merged, Amended and Restated Bylaws conflict with any terms in an older recorded Articles of Incorporation of the Association, the terms of these Bylaws shall prevail.

Principle Office. The principle office of the Association shall be at c/o the management company of record at 7799 Lexington Club Blvd, Delray Beach, FL 33446 or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principle office.

1.1 **Seal.** The seal of the Association shall be inscribed with the name of the Association, the year of its organization, and the words “Florida” and “not for profit”. The seal may be used by causing it, or a facsimile of it, to be impressed, affixed, reproduced or otherwise placed upon any document or writing of the Corporation where a seal may be required.

1.2 **Definitions.** For convenience, these Bylaws shall be referred to as the “Bylaws” and the Articles of Incorporation as the “Articles”. The other terms used in these Bylaws shall have the same definition and meaning as those set forth in the attached Amended and Restated Declaration of Covenants, Conditions and Restrictions of The Lexington Club shall apply to terms used in these Bylaws.

1.3 **Fiscal Year.** The fiscal year of the Association shall be the calendar year or any other period for accounting convenience. The fiscal year of the Condominium Association shall be the same as the fiscal year of the Association.

Section 2. MEMBERSHIP AND VOTING RIGHTS.

2.1 **Qualifications.** Subject to the provisions of Article III of the Declaration: The

Members of the Association shall be the record owners of legal title to the Units. The foregoing is not intended to include persons who hold their interest merely as security for the performance of an obligation.

2.2 Change in Membership. Subject to the provisions of Section 2.1 above: A change of Membership shall be established and become effective by recording in the Public Records of the County, a deed or other similar instrument and by the delivery to the Association of a copy of such instrument. The failure of a new record owner to deliver a copy of such instrument to the Association shall not deprive the new record owner of Membership in the Association.

2.3 Termination of Membership. The termination of Membership in the Association does not relieve or release a former Member from liability or obligation incurred in, or in any way connected with, the Association during the period of his Membership, nor does it impair any rights or remedies which the Association may have against any former Owner or Member arising out of, or in any way connected with, such ownership and Membership and the covenants and obligations, incident to same.

2.4 Voting Interests: Votes. In any meeting of Members, Owners shall be entitled to cast one vote for each Unit owned by them. The vote of a Unit shall not be divisible.

A. Majority Vote. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all Members for all purposes except where otherwise provided by law, the Declaration, the Articles or these Bylaws. As used in these Bylaws, the Articles or the Declaration, the terms "majority of the Owners" and "majority of the Members" shall mean a majority of the votes of Members and not a majority of the Members themselves and shall further mean more than 50% of the then total authorized votes present in person or by proxy and voting at any meeting of the Members at which a quorum shall have been attained. Similarly, if some greater percentage of Members is required herein or in the Declaration or Articles, it shall mean such greater percentage of the votes of Members and not of the Members themselves.

B. Voting Member. If a Unit is owned by one person, his or her right to vote shall be established by the roster of Members. If a Unit is owned by more than one person, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all the record owners of the Unit according to the roster of Owners and filed with the Secretary of the Association. The unit may be owned and voted by a trustee of a revocable or irrevocable trust; no unit may be owned by a land trust or corporation. Those certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the vote for a Unit may be revoked by any record owner of an undivided interest in the Unit. If a certificate designating the person entitled to cast the vote for a Unit is not on file or has been revoked, the vote of the Owner(s) of such Unit shall not be considered in determining whether a quorum is present, nor for any other purpose, and the total number of authorized votes in the Association shall be reduced accordingly until such certificate is filed, except if the Unit is owned jointly by a married couple or a domestic

partnership. If a Unit is owned jointly by a married couple or domestic partners, they may, without being required to do so, designate a voting Member in the manner provided above. Such designee need not be an Owner. In the event a married couple or domestic partners do not designate a voting Member, the following provisions shall apply:

- i. If both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting, and their vote shall not be considered in determining whether a quorum is present on that subject at the meeting (and the total number of authorized votes in the Association shall be reduced accordingly for such subject only).
- ii. If only one is present at a meeting, the person present shall be counted for purposes of a quorum and may cast the Unit vote just as though he or she owned the Unit individually, and without establishing the concurrence of the absent person.
- iii. If both are present at a meeting and concur, either one may cast the Unit vote.

2.5 Approval or Disapproval of Matters. Whenever the decision or approval of an Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such Unit if in an Association meeting, unless the joinder of record Owners is specifically required.

2.6 Electronic Voting: In the event the Board shall implement electronic (online) voting, it shall be the duty of the Board to obtain a written consent from each Member opting into online voting, which shall be valid until revoked, and the Board must follow the requirements listed below:

- A. Each Member will be provided with a method to authenticate the Member's identity through the online voting system.
- B. 14 days prior to each voting deadline, each Member's electronic device will be checked to ensure successful communication with the online voting system.

The online voting system that the Association uses will:

- C. Authenticate each Member's identity.
 - i. Authenticate the validity of each electronic vote to ensure that it is not altered in any way after submission.

- ii. Transmit a receipt from the online voting system to each Member who casts such vote.
- iii. In the case of a secret election, permanently separate any authentication or identifying information from the electronic election ballots.
- iv. Store and keep electronic ballots Accessible to election officials for recount, inspection and review purposes.

2.7 Delinquent Owners. If any Assessment or portion thereof imposed against an Owner, remains unpaid for thirty (30) days following its due date, such Owner's voting rights in the Association shall be automatically suspended until all past due Assessments and all other sums then due are paid, where upon the voting rights shall be automatically reinstated.

Section 3. MEMBERS MEETINGS.

3.1 Annual Meeting. The annual meeting shall be held in the County each year at a day, place and time designated by the Board of Directors, provided that the meeting shall be held within thirty (30) days of the same day of the same month of each year thereafter. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors and to transact any other business authorized to be transacted by the Members, or as stated in the notice of the meeting sent to Members in advance thereof. Boards or committee Members may participate in meetings via telephone, real-time videoconferencing, or similar real-time electronic or video communication. Directors who appear electronically count toward establishing a quorum, and may vote as if physically present.

3.2 Election Meeting. The election meeting shall be held in the County each year as part of the annual meeting, for the purpose of electing Directors.

3.3 Special Meeting. Special Members meetings must be held whenever called by the President, Vice President, or by a majority of the Board of Directors, and must be promptly called by the President upon the President's or Secretary's receipt of a written petition signed and dated by at least twenty (20%) percent of the voting interests of the Membership. Such petition shall state the purpose(s) of the meeting. The business at any special meeting shall be limited to the items specified in the petition, and contained in the notice of meeting. Boards or committee Members may participate in meetings via telephone, real-time videoconferencing, or similar real-time electronic or video communication. Directors who appear electronically count toward establishing a quorum, and may vote as if physically present.

A. The calling of a special meeting for recall of Directors is governed by Section 4.4. below and by applicable Administrative Rules, and not by the provisions of this section 3.3.

3.4 Notice of Members Meetings.

A. Election Meeting. Notice of the election meeting shall be as provided for in Section 4.2 below.

B. Annual and Special Meetings. Notice of all annual and special member's meetings must state the time, date, and place of the meeting. Notice of an annual meeting need not include a description of the purpose or purposes for which the meeting is called. Notice of a Special Meeting must include a description of the purpose or purposes for which the meeting is called. Notice of all annual and special meetings shall be sent by first class mail to each Owner at his address as it appears on the books of the Association. Notice of meetings (except Membership meetings to recall Board Members) may be given by electronic transmission to Members who consent in writing to receive notice by electronic transmission. The officer, manager or other person making such mailing shall provide an affidavit as to the mailing, which shall be retained as part of the official records of the Association. Notice of an annual or special Members meeting may, alternatively, be delivered in person if a written waiver of mailing is obtained. The notice must be mailed or delivered at least fourteen (14) days, but not more than sixty (60) days, prior to the date of the meeting, and must also state the intended agenda for the meeting.

- i. Notices of meetings of Members shall be posted in a conspicuous place on the Association Property at least forty-eight (48) hours prior to the Membership meeting; except in an emergency.

C. Waiver of Notice.

1. A Member may waive any notice of a meeting of the Members before or after the date and time stated in the notice. The waiver must be in writing, be signed by the Member entitled to the notice, and be delivered to the Association for inclusion in the minutes or filing with the corporate records. Neither the business to be transacted at nor the purpose of any regular or special meeting of the Members need be specified in any written waiver of notice.

2. A Member's attendance at a meeting, either in person or by proxy:

- i. Waives objection to lack of notice or defective notice of the meeting, unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting; or
- ii. Waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the Member objects to considering the matter when it is presented.

3.5 Proxies. A Proxy may be given by any person entitled to vote, and shall be valid only for the specific meeting for which it was originally given and/or any lawful adjournment of that meeting. No proxy shall be valid for a period longer than ninety (90) days after the date of first meeting for which it was given. Every proxy shall be revocable at the pleasure of the person executing it. To be valid, a proxy must be in writing, dated, and signed by the person authorized

to cast the vote for the Unit, and must be delivered to the Secretary at or before the adjournment of the particular meeting. The proxy form must conform to any requirement of Florida Statutes and applicable Administrative Rules. An executed original or electronically delivered copy appearing to have been transmitted by the authorized person, or a photographic, photostatic, facsimile, electronic file or equivalent reproduction of a proxy form are all valid. Holders of proxies need not be Members. The holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy. The proxy may name the Board of Directors as the proxy holder, in which cast the proxy shall be voted in the manner determined by resolution of the Board.

Subject to Section 3.6 of these Bylaws and to any express limitation on the proxy's authority appearing on the face of the proxy form, the Association is entitled to accept the proxy's vote or other action as that of the Member appointing the proxy.

A. Election of Directors. Notwithstanding the foregoing to the contrary, except as otherwise permitted by Florida Statutes and Administrative Rules as to filling of vacancies by the Membership after recall.

3.6 Association's Acceptance of Votes.

A. If the name signed on a vote, consent, waiver, or proxy appointment corresponds to the name of a Member, the Association if acting in good faith is entitled to accept the vote, consent, waiver, or proxy appointment and give it effect as the act of the Member.

B. If the name signed on a vote, consent, waiver, or proxy appointment does not correspond to the name of its Member, the Association if acting in good faith is nevertheless entitled to accept the vote, consent, waiver, or proxy appointment and give it effect as the act of the Member if:

1. The Member is an entity and the name signed purports to be that of an officer or agent of the entity;

2. The name signed purports to be that of an administrator, executor, guardian, personal representative, or conservator representing the Member and, if the Association requests, evidence of fiduciary status acceptable to the Association has been presented with respect to the vote, consent, waiver, or proxy appointment;

3. The name signed purports to be that of a receiver, trustee in bankruptcy, or assignee for the benefit of creditors of the Member and, if the Association requests, evidence of this status acceptable to the Association has been presented with respect to the vote, consent, waiver, or proxy appointment;

4. The name signed purports to be that of a pledgee, beneficial owner or attorney-in-fact of the Member and, if the Association requests, evidence acceptable to the Association of the signatory's authority to sign for the Member has been presented with respect to

the vote, consent, waiver, or proxy appointment; or

5. Two or more persons are the Member as cotenants or fiduciaries and the name signed purports to be the name of at least one of the co-owners and the person signing appears to be acting on behalf of all co-owners.

C. The Association is entitled to reject a vote, consent, waiver, or proxy appointment if the secretary or other officer or agent authorized to tabulate votes, acting in good faith, has reasonable basis for doubt about the validity of the signature on it or about the signatory's authority to sign for the Member.

D. The Association and its officer or agent who accepts or rejects a vote, consent, waiver, or proxy appointment in good faith and in accordance with the standards of this Section 3.6 are not liable in damages to the Member for the consequences of the acceptance or rejection.

E. Corporate action based on the acceptance or rejection of a vote, consent, waiver or proxy appointment under this Section 3.6 is valid unless a Court of competent jurisdiction determines otherwise.

3.7 Vote Required, Membership Participation. If a quorum exists, action on a matter (other than the election of Directors) by the Members is approved if the votes cast favoring the action exceed the votes cast opposing the action, unless the Association Documents or applicable law require a greater number of affirmative votes. Any Member may speak with reference to all designated agenda items, but shall not be permitted to speak for more than three minutes for matters that are on the meeting agenda and two minutes on matters that are not on the agenda. The Board shall be permitted to adopt reasonable written Rules and Regulations adopted by the Board of Directors governing the frequency duration and manner of Members' statements; any of such Rules and Regulations shall yield for a particular meeting to the extent that two-thirds of the voting interests at the Meeting determine so. An Owner shall have the right to tape record or videotape a Members' meeting, subject to any applicable administrative Rules and written Board rules on the subject. Notwithstanding the foregoing to the contrary, no Owner may videotape or tape record at Owners' meeting unless the Owner provides written notice of his or her intention to do so, which notice is received by the Association no later than twenty-four (24) hours prior to the scheduled time and date for the meeting.

3.8 Quorum; Ballot Return.

A. Annual and Special Members Meetings. The quorum for the annual and special members' meetings shall be thirty percent (30%) of the voting interests of the entire Membership of the Association present in person, by consent, or by proxy. After a quorum has been established at a Members' meeting, the subsequent withdrawal of Members, so as to reduce the number of voting interests entitled to vote at the meeting below the number required for a quorum, shall not affect the validity of any action taken at the meeting or any adjournment. If voting rights of any

owner are suspended pursuant to the provisions of the Declaration or these Bylaws, the vote of such Owner(s) shall not be counted for the purpose of determining the presence of a quorum and the total number of authorized votes shall be reduced accordingly until such suspension.

B. Election Meeting. Not less than twenty percent (20%) of the eligible voters must cast ballots in order to have a valid election.

3.9 Adjournment of the Meeting. Any duly called meeting of the Members may be adjourned to a later date by the vote required under Section 3.7 of these Bylaws, regardless of whether a quorum has been attained. A new notice of the adjourned meeting shall be given. Any business which might have been conducted at the meeting as originally scheduled may be conducted at the continued meeting.

3.10 Order of Business. The order of business at Members meetings shall be substantially as follows:

Call to order by the President (or other Officer in the absence of the President)

- A. Election of chairman of the meeting
- B. Call of the roll or certification of quorum
- C. Proof of notice of meeting or waiver of notice
- D. Minutes of last Members meeting - read or waive reading
- E. Reports of Officers
- F. Reports of Committees
- G. Election of Directors (where appropriate)
- H. Unfinished Business
- I. New Business
- J. Adjournment

3.11 Minutes of Meetings. The minutes of all meetings of the Membership shall be kept in a book available for inspection by Members and/or their authorized representatives at any reasonable time. Member(s) of the Association and their authorized representatives shall have the right to make handwritten notations from the minutes, and to receive photocopies of the Minutes at the cost of the Member(s) concerned. The Board of Directors shall establish such cost, not to exceed the limitations imposed by law from time to time. Minutes shall be retained for a period of

not less than seven (7) years after the date of the meeting.

3.12 Action by Members Without a Meeting. Owners may take action by written agreement without a meeting, as long as written or, as relevant, electronic notice is given to the Owners in the manner prescribed elsewhere in these Bylaws appropriate to the subject matter to be agreed on unless that notice is waived as provided in these Bylaws. The decision of a majority of the Owners, or a larger percentage vote as otherwise may be required by Florida Statutes or the Association Documents (the decision to be evidenced by written consent to be solicited in the notice), shall be binding on the Membership, provided a quorum submits a response. The notice shall set forth a time period within which responses must be made by the Members, which shall in no event be later than sixty (60) days from the date of the first written consent. This Section 3.12 shall not apply to the election of Directors.

Section 4. BOARD OF DIRECTORS. COMMITTEES.

The administration of the affairs of the Association shall be by a Board of Directors, with each Director being a member of the Association which shall be evidenced by legal title to a Unit in Lexington Club. Spouses of Members, renters, and other occupants shall not qualify to run for the Board of Directors, but Spouses of Members may serve on a Committee. All powers and duties granted to the Association by Law, as modified and explained in the Association Documents, shall be exercised by the Board, subject to approval or consent of the Owners only when such is specifically required. An Owner does not have the authority to act for the Association by reason of being an Owner. A Committee Chairperson must be a Member as evidenced by legal title to a Unit.

4.1 Number and Terms of Service.

A. Number. The number of Directors which shall constitute the whole Board of Directors shall comprised of three (3) to five (5) Members. The number of Directors may be increased or decreased from time to time by a resolution approved by not less than four-fifths (4/5) of the members of the Board of Directors. In no event shall there be less than three (3) Directors. At each election meeting, the Members shall elect as many Directors as there are regular terms of Directors expiring and other vacancies to be filled, and additional Directors if desired. Board Members must be Members of the Association. It is the intent of the Association that the majority of the Board must be full time resident Owners of the community.

B. Terms. The two candidates receiving the highest number of votes shall be elected as directors for two-year terms. The candidates receiving the three next highest vote totals shall be elected as directors for a one-year term. Thereafter, three directors shall be elected each year, with the candidates receiving the two highest total votes of serving a two-year term and the remaining director elected shall serve a one-year term.

4.2 Election of Directors. The election of Directors shall be conducted in the following manner:

A. The election of Directors shall be held at the annual Members' meeting.

B. Nominations of candidates to run for the Board of Directors may be submitted in writing in accordance with the procedures set forth by the board and shall also take place at the "meet the candidates" meeting which shall take place no earlier than 45 days prior to the date of the election and no later than 14 days prior to the date of election. There shall be no nominations of candidates to run for the Board of Directors at the annual meeting.

C. The election shall be by secret written ballot (unless dispensed with by majority consent of the votes represented at the meeting) and decided by a plurality of the votes cast for each candidate. Each Unit entitled to vote shall have a number of votes equal to the number of vacancies to be filled. No Unit may cast more than one vote for one candidate. There shall be no cumulative voting.

D. Any election dispute between a Member and the Association must be submitted to mandatory binding arbitration with the Division in accordance with the Florida Statutes and the procedural rules adopted by the Division.

E. Provisos. Notwithstanding the foregoing to the contrary, the following shall apply:

i. An election and balloting are not required unless more candidates file notices of intent to run or are nominated than vacancies exist on the Board to be filled. In that event, the Association shall announce the new Directors at the annual meeting, and all candidates take office as Directors immediately following the adjournment of the annual meeting.

ii. In the event that the Membership fills vacancies after recall pursuant to Section 4.5 below, then the election of Directors to fill the vacancies shall be governed by the procedures set forth in the applicable Administrative Rules.

4.3 Resignation of Directors. A Director may resign at any time by delivering written notice to the Board of Directors or to the President or Secretary. A resignation is effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date, the vacancy may be filled by the Board before the effective date if it is provided that the successor does not take office until the effective date. A written resignation once tendered cannot be rescinded. Oral resignations shall not be considered effective. Any Director who misses more than three (3) meetings per year (unexcused) will be presumed to have resigned with or without written notice of such.

4.4 Recall of Directors. Any or all Directors may be removed from the Board entirely with or without cause by a majority of the voting interests of the membership, either by a written agreement or at any meeting called for that purpose.

A. By Written Agreement. If a proposed recall is requested by written agreement, a separate agreement is required for each Member of the Board being recalled. All requirements imposed by the Administrative Rules as amended from time to time shall be followed.

B. By Special Meeting. A special meeting for the purpose of recall may be called by ten percent (10%) of the voting interests. The proposed recall of more than one Member of the Board shall require a separate vote for each Member sought to be recalled. All requirements imposed by the Administrative Rules as amended from time to time shall be followed.

C. Re-election. Any Director recalled shall not be eligible for re-election until the next regular election meeting.

4.5 Vacancies on the Board.

A. A Vacancy Other than in Connection with Recall. If the office of any Director or Directors becomes vacant for any reason, other than recall, a majority of the remaining Directors, though less than a quorum, shall choose a successor or successors who shall hold office for the unexpired term of his predecessor in office. A vacancy that will occur at a specific later date (by reason of a resignation effective at a later date) may be filled before the vacancy occurs but the new Director may not take office until the vacancy occurs.

B. Vacancy in Connection with a Recall.

1. If a vacancy occurs on the Board as a result of a recall and less than a majority of the existing Board Members are removed, the vacancy may be filled by the affirmative vote of a majority of the remaining Directors.

2. If vacancies occur on the Board as a result of a recall and a majority or more of the existing Board Members are removed, the vacancies shall be filled in accordance with applicable Administrative Rules.

3. The term "existing Board Members" refers to those existing on the date of the recall meeting or date of certification of a recall by written agreement, as applicable.

4. The conduct of the recall election as well as the operation of the Association during the period after a recall but prior to the recall election, shall be as set forth in applicable Administrative Rules.

4.6 Failure to Fill vacancies on the Board of Directors sufficient to constitute a quorum.

Any Member of the Association may apply to the Circuit Court of the County for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days prior to applying to the Circuit Court, the Member shall mail to the Association and post conspicuously on the Association Property, a notice describing the intended action, giving the Association time to fill the vacancies. If during such time the Association fails to fill the vacancies, the Member may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver and reasonable court costs and reasonable attorneys' fees incurred by the petitioner(s). The receiver shall have all the powers and duties of a duly constituted Board of Directors and shall serve as such until the Association fills vacancies on the Board sufficient to constitute a quorum.

4.7 Meetings of the Board of Directors.

A. Organizational Meeting. The organizational meeting of a new Board of Directors shall be held within ten (10) days after the election of new Directors, at such place and time as may be fixed by the Directors at the annual meeting at which they were elected.

B. Regular Meetings. Regular meetings of the Board of Directors may be held and such time and place as shall be determined, from time to time, by a majority of the Directors and must be held at a minimum of four (4) times per fiscal year with at least one (1) per quarter.

C. Special Meetings. Special meetings of the Directors may be called by the President and must be called by the President or Secretary at the written request of a majority of the Directors.

D. Adjourned Meetings. Any duly called meeting of the Board of Directors may be adjourned to a later date by a vote of the majority of the Directors present, regardless of whether a quorum has been attained. No notice of adjournment is required to be given to any Director who was not present at the time of adjournment. Any business which might have been conducted at the originally scheduled meeting may be conducted at its continuance.

E. Telephone Conference. The Board of Directors may permit any or all Directors to participate in a regular or special meeting by, or conduct the meetings through, the use of a telephone conference so long as it complies with the requirements of the applicable Administrative Rules, as amended from time to time. A Director participating in a meeting by this means is deemed to be present in person at the meeting.

4.8 Notice of Board Meetings; Agenda.

A. Notice to Directors. Notice of the time and place of meetings shall be given to each Directors, personally or by mail, telephone or electronic transmission (to Directors who consent in writing to electronic transmission), and shall be transmitted two (2) days prior to the meeting; notwithstanding the foregoing to the contrary, no notice need be given to Directors of a meeting if it is a regular meeting which is held on the same date of each month. Notice of all

meetings shall state the agenda for the meeting, including any details of any (annual or special) assessment which will be discussed, considered or approved.

B. Waiver of Notice by Directors. Notice of a meeting of the Board of Directors need not be given to any Director who signs a waiver of notice either before or after the meeting. Attendance of a Director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened; except when a Director states, at the beginning of the meeting or promptly upon arrival at the meeting, any objection to the transaction of business because the meeting is not lawfully called or convened.

C. Notice to Owners.

1. Posting. Notices of all Board meetings shall be posted conspicuously on the Association Property at least forty-eight (48) continuous hours in advance, except in an emergency.

2. Mail or Delivery. Written notice of any Board meeting at which non-emergency special assessments, or at which Rules and Regulations regarding use of the Units will be proposed, discussed or approved shall be mailed, electronically transmitted (if given written consent by Member), or delivered to the Members not less fourteen (14) days prior to the Board meeting. Evidence of compliance with this fourteen (14) day notice requirement shall be made by an affidavit executed by the person providing the Notice and filed with the Official Records of the Association.

D. Agenda. The notice of any Board meeting shall identify all agenda items and when the annual assessment shall be considered, the notice must state that an annual assessment will be considered.

4.9 Quorum and Voting.

A. Quorum. A quorum at a Board meeting shall be attained by the presence in person of a majority of the entire Board of Directors.

B. Vote Required. The acts approved by a majority of those Directors present and voting at a meeting at which a quorum has been attained shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Declaration or by applicable Statutes. Directors may not vote by proxy or by secret ballot at Board meetings, except that Directors may vote by secret ballot for the election of Officers. This subsection also applies to the meetings of any committee or other similar body, when a final decision will be made regarding the expenditure of Association funds, and to anybody vested with the power to approve or disapprove architectural decisions with respect to a specific parcel of residential property owned by a Member of the community. Board Members may not vote via e-mail.

C. Presumption of Assent. A Director who is present at a meeting of the Board, inclusive of the President, shall be deemed to have voted in favor of any action taken, unless:

1. He objects at the beginning of the meeting (or promptly upon his arrival) to holding it or transacting specified business at the meeting; or

2. He votes against the action taken or abstains due to a conflict of interest. An abstention for any other reason shall be considered an affirmative vote.

D. Agenda. No item not on the posted agenda may be taken up by the Board at a Board meeting unless same is an emergency item and the necessary vote is obtained as set forth in the Florida Statutes and Administrative Rule as amended from time to time. Such Vote must be ratified by the Board as provided for in the Florida Statutes and Administrative Rules as amended from time to time.

4.10 Owners Participating at Board Meetings. Meetings of the Board of Directors shall be open to all Members to attend and observe. The right to attend Board meetings includes the right to speak with reference to all designated agenda items, subject to reasonable written Rules and Regulations adopted by the Board of Directors governing the frequency, duration and manner of Owners' statements. Any Owner may tape record or videotape meeting of the Board of Directors, subject to any applicable Administrative Rules, and written Rules and Regulations adopted by the Board of Directors. Notwithstanding the foregoing to the contrary, no Owner may videotape or tape record at any Board meeting unless the Owner provides written notice of his or her intention to do so, which notice is received by the Association no later than twenty-four (24) hours prior to the scheduled time and date for the meeting.

4.11 The Presiding Officer. Except as otherwise provided for by the Administrative Rules regarding a meeting for the recall of Directors, the President of the Association, or in his absence, the Vice-President, shall be the presiding officer at all meetings of the Board of Directors. If neither is present, the presiding officer shall be selected by majority vote of those Directors present.

4.12 Order of Business. The order of business at meetings of the Directors, as appropriate, shall be:

- A. Calling of roll
- B. Proof of notice of meeting or waiver of notice
- C. Reading and disposal of any unapproved minutes of Board meetings
- D. Reports of Officers and committees
- E. Election of Officers (if any)
- F. Unfinished business
- G. New business
- H. Adjournment

4.13 Joinder in Meeting by Approval of Minutes. A Director may join in the action of a meeting by signing and concurring in the minutes of that meeting. That concurrence however, shall not constitute the presence of that Director for the purpose of determining a quorum.

4.14 Minutes of Meeting. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by Members of the Association and/or their authorized representative(s) at any reasonable time. These individuals shall have the right to make written notations from the minutes, and to receive photocopies thereof at the cost of the Member concerned. The Board of Directors shall establish such cost, not to exceed the limitations imposed by law from time to time. Minutes shall be retained for a period of not less than Seven (7) years after the date of the meeting.

4.15 Committees.

General. Committees to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present are hereby authorized. Such committees shall perform such duties and have such powers as may be provided in the resolution. Each committee shall be composed as required by law and shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors. All Committee Members must be Members as evidenced by legal title to a Unit in the Lexington Club, or Spouses of Members, and the committee members will serve at the pleasure of the Board of Directors. Renters or spouses of renters shall not qualify to be on a Committee. A Committee Chairperson must be a Member as evidenced by legal title to a Unit.

A. Covenants Committee. The Board of Directors may appoint a covenants committee consisting of at least five and no more than seven members. Acting in accordance with the provisions of the Declaration, these Bylaws, and resolutions the board may adopt, the covenants committee shall be the hearing tribunal of the association and conduct all hearings held pursuant to the Declaration and Florida Statutes.

B. Architectural Review Committee (ARC). The Board shall appoint the Members of the ARC. As provided under the Declaration, the Association shall have the authority and standing to seek enforcement in courts of competent jurisdiction in regard to any decisions of the ARC.

Section 5. OFFICERS.

5.1 Officers - Required: Appointment; Removal; Resignation; Vacancies. The executive Officers of the Association shall be a President, and a Vice-President, who shall be Directors, and a Treasurer and a Secretary, who need to be Directors, all of whom shall be elected annually by a majority vote of the entire Board. Any person except the President may hold more than one (1) office. The Board of Directors may, from time to time appoint such other Officers, and designate their powers and duties, as the Board shall find to be required to manage the affairs of the Association. If the Board so determines, there may be more than one Vice-President.

Upon an affirmative vote of the remaining Board Members, any Director may be removed from Office, with or without cause, but shall remain on the Board of Directors at large, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose. An Officer shall not be absent for more than three (3) meetings in a calendar year or shall be automatically deemed resigned, which the remaining directors, by majority vote, may accept or reject. An Officer may resign at any time by delivering notice to the Association. A resignation is effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Association accepts the future effective date, the Board of Directors may fill the pending vacancy before the effective date if the Board of Directors provides that the successor does not take office until the effective date.

5.2 President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Members and Directors, shall have general and active management of the business of the Association, and shall see that all orders and resolutions of the Board are carried into effect. He shall give, or cause to be given, notice of all meetings of the Members and of the Board of Directors. He shall execute bonds, mortgages, and other Contracts requiring seal of the Association, except where such are permitted by law to be otherwise signed and executed, and the power to execute is delegated by the Board of Directors to some other officer or agent of the Association.

5.3 Vice-President. The Vice-President, in the absence or disability of the President, performs the duties and exercises the power of the President, and shall perform such other duties as the Board of Directors may prescribe. "Absence" or "disability" shall be viewed on a case by case, duty by duty basis, and as used herein, shall mean incapability of the President to effect a particular duty under question, incident to the office of the President.

5.4 Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the Members and shall cause all votes and the minutes of all proceedings to be recorded in a book or books to be kept for the purpose, and shall perform like duties for the standing committees and Executive Committee when required. He shall maintain an accurate and up-to-date roster of Owners and their addresses. He shall keep in safe custody the seal of the Association and, when authorized by the Board, affix the seal to any instrument requiring it. The Secretary shall be responsible for the proper recording of all duly adopted amendments to the Governing Documents. Any of the foregoing duties may be performed by the Assistant Secretary, if one has been designated.

5.5 Treasurer. The Treasurer shall have the responsibility for the custody of the Association funds and securities and the keeping of full and accurate accounts of receipts and disbursements in books belonging to the Association. He shall cause all monies and other valuable effects to be deposited in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. He shall oversee disbursement of the funds of the Association, making proper vouchers for such disbursements, and shall render to the President and

Directors, at the regular meetings of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Association. Any of the foregoing duties may be performed by an Assistant Treasurer, if any has been designated.

5.6 Special Duty. The Board shall from time to time delegate to one of its Officers, the responsibility for preparing minutes of Directors' and Members' meetings and for authenticating records of the Association. Should or to the extent that the Board shall fail to delegate same, the responsibility shall lie with the Secretary.

5.7 Certification or Education Requirement.

A. Within 90 days after being elected or appointed to the Board, each Director shall certify in writing to the Secretary of the Association that he or she has read the Association's Declaration of Covenants, Articles of Incorporation, Bylaws, and current written rules and policies; that he or she will work to uphold such documents and policies to the best of his or her ability; and that he or she will faithfully discharge his or her fiduciary responsibility to the Association's Members. Within 90 days after being elected or appointed to the Board, in lieu of such certification, the newly elected or appointed Director may submit a certificate of having satisfactorily completed the educational curriculum administered by a division-approved education provider within 1 year before or 90 days after the date of election or appointment.

B. The written certification or educational certificate is valid for the uninterrupted tenure of the Director on the Board. A Director who does not timely file the written certification or educational certificate shall be suspended from the Board until he or she complies with the requirement. The Board may temporarily fill the vacancy during the period of suspension.

C. The Association shall retain each Director's written certification or educational certificate for inspection by the Members for 5 years after the Director's election. However, the failure to have the written certification or educational certificate on file does not affect the validity of any Board action.

Section 6. COMPENSATION OF DIRECTORS, OFFICERS AND COMMITTEE MEMBERS. Neither Directors, Officers, nor (statutory and non-statutory) committee Members shall receive compensation for their services as Directors, Officer or committee Member (as applicable), unless compensation is approved by a majority of the voting interests of all Members of the Association, and if required, the persons are duly licensed as Community Association Managers. Nothing herein shall preclude the Board of Directors from employing a Director, Officer or committee Member for the management of the Association, or for any other service to be supplied by such Director, Officer, or committee Member. Directors, Officers and committee Members shall be entitled to reimbursement for all actual and proper out-of-pocket expenses, relating to the proper discharge of their respective duties.

Section 7. FISCAL MATTERS. The provisions for fiscal management of the Association

as set forth in the Declaration, including, but not limited to, establishment of budgets, creation of Assessments, obligations of Owners, continuing liens against Lots and Units, and remedies of the Association shall be dispositive and controlling. Further, said provisions shall be supplemented by the following provisions:

7.1 Annual Budget. The Board of Directors shall prepare an annual budget that sets out the annual operating expenses, determines the amount of Assessments payable by the Members to meet the expenses of the Association, and allocates and assesses such expenses among the Members in accordance with the provisions of the Declaration. The proposed budget shall be detailed and shall show the amounts budgeted by accounts and expense classifications. To the extent required by the Administrative Rules, the annual budget shall include all estimated revenues and expenses for that year and the estimated surplus or deficient as of the end of the current year. Furthermore, the budget must set out separately all fees and charges paid for by the Association for recreational amenities, whether owned by the Association, or another person as well as any categories set forth in F.S. 720.303(6). The Board of Directors further has the power to amend (increase) the annual budget should same be necessary to pay for valid common expenses, or to amend (decrease) the annual budget should same be warranted, all at the discretion of the Board of Directors. The Association shall provide each Member with a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the Member. The copy must be provided to the Member within ten (10) business days after receipt of a written request from the Member.

7.2 Reserves.

A. Statutory Reserves for Capital Expenditures and Deferred Maintenance. In addition to annual operating expenses, the proposed budget must include reserve accounts for capital expenditures and deferred maintenance for which the Association is responsible. The amount to be reserved shall be computed by a formula based upon the estimated life and replacement cost of each item, as more fully set forth in the Administrative Rules as amended from time to time. The Association shall be required to establish statutory reserve accounts for capital expenditures and deferred maintenance if the Developer imposed reserve accounts while under the Developers control or if the majority of owners voted at a duly convened meeting to establish reserve accounts. Once reserve accounts are established such reserves shall be fully funded unless a majority of the voting interests present in person or by proxy at a duly called meeting vote to fund no reserves or less than adequate reserves for a budget year.

B. Reserves Not Provided For or Limited. If the Association is responsible for capital improvements that may result in a special assessment if reserves are not provided, and the reserves are not provided for, each financial report for the preceding fiscal year required by Florida Statutes must contain the following statement in conspicuous type:

THE BUDGET OF THE ASSOCIATION DOES NOT PROVIDE FOR RESERVE ACCOUNTS FOR CAPITAL EXPENDITURES AND DEFERRED MAINTENANCE THAT MAY RESULT IN SPECIAL ASSESSMENTS. OWNERS MAY ELECT TO PROVIDE FOR RESERVE

ACCOUNTS PURSUANT TO SECTION 720.303(6), FLORIDA STATUTES, UPON OBTAINING THE APPROVAL OF A MAJORITY OF THE TOTAL VOTING INTERESTS OF THE ASSOCIATION BY VOTE OF THE MEMBERS AT A MEETING OR BY WRITTEN CONSENT.

If the budget of the Association does provide for funding accounts for deferred expenditures, including, but not limited to, funds for capital expenditure and deferred maintenance, but such accounts are not created or established pursuant to paragraph (d), each financial report for the preceding fiscal year required by Florida Statutes must also contain the following statement in conspicuous type:

THE BUDGET OF THE ASSOCIATION PROVIDES FOR LIMITED VOLUNTARY DEFERRED EXPENDITURE ACCOUNTS, INCLUDING CAPITAL EXPENDITURES AND DEFERRED MAINTENANCE, SUBJECT TO LIMITS ON FUNDING CONTAINED IN OUR GOVERNING DOCUMENTS. BECAUSE THE OWNERS HAVE NOT ELECTED TO PROVIDE FOR RESERVE ACCOUNTS PURSUANT TO SECTION 720.303(6), FLORIDA STATUTES, THESE FUNDS ARE NOT SUBJECT TO THE RESTRICTIONS ON USE OF SUCH FUNDS SET FORTH IN THAT STATUTE, NOR ARE RESERVES CALCULATED IN ACCORDANCE WITH THAT STATUTE.

7.3 Other Reserves. In addition to the reserves provided in Section 7.2 above, the Board may establish one or more additional reserve accounts for operating expense, repairs, minor improvements, deferred maintenance, or contingencies. The purpose of these is to provide financial stability and to avoid the need for special assessments on a frequent basis. The amount proposed to be reserved shall be shown in the proposed annual budget each year. These funds shall be spent for any purpose as promulgated by the Board from time to time.

7.4 Annual Assessments. Annual assessments based on the adopted budget shall be paid in four (4) equal quarterly installments, in advance, due on the first day of each month of January, April, July, and October unless otherwise specified by the Board of Directors. Written notice, or electronic notice, if approved by the Member, of the annual assessment shall be provided to all Members prior to the commencement of each quarterly period or one notice of maintenance assessments may be given for the entire fiscal year. Failure to send or receive such notice shall not excuse the obligation to pay. If an annual budget for a new budget year has not been adopted at the time the first installment for that year is due, it shall be presumed that the amount of such installment is the same as the previous installment, and shall be continued at such rate until a budget is adopted and pro rata assessments are calculated, at which time any overage or shortage calculated shall be added or subtracted from each Unit's next due installment. In the event that the annual budget is amended, the overage or shortage calculated shall be added or subtracted equally over the balance of the annual assessment installments due for the year.

7.5 Special Assessments. Special assessments may be imposed by the Board of Directors when needed to meet any proper common expense(s) for which there is/are not sufficient funds in the annual budget and annual assessments. The funds collected pursuant to a special

assessment shall be used only for the specific purpose or purposes set forth in the notice of the special assessment. In the event that the funds are used for the specific purpose or purposes, and excess funds remain, the excess funds will be retained by the Association as part of the common surplus, and may at the discretion of the Board, be returned to the Owners or applied as a credit toward future assessments. However, if the funds are not used at all for specific purpose(s) stated in the notice, then those funds not so used, in the stated amount, shall be returned to the owners.

7.6 Acceleration of Assessments. If any annual or special assessment installment as to a Unit becomes more than thirty (30) days past due, the Association shall have the right to accelerate the due date of the entire unpaid balance of the Unit's annual assessment for that fiscal year and/or special assessment, as applicable and as provided in Section 7 of the Amended and Restated Declaration.

7.7 Depository. The Association shall maintain its accounts in such financial institutions or funds as shall be designated from time to time by the Board. Withdrawal of monies from such accounts shall be only by such person(s) as are authorized by the Board. The Board may invest Association funds in interest-bearing accounts, money market funds, certificates of deposit, U.S. Government securities, and other similar investment vehicles.

7.8 Accounting Records and Financial Reporting. Within 90 days after the end of the fiscal year, or annually on the date provided in the Bylaws, the Association shall prepare and complete, or contract with a third party for the preparation and completion of, a financial report for the preceding fiscal year. Within 21 days after the final financial report is completed by the Association or received from the third party, but not later than 120 days after the end of the fiscal year or other date as provided in the Bylaws, the Association shall, within the time limits set forth in Florida Statutes, provide each Member with a copy of the annual financial report or a written notice that a copy of the financial report is available upon request at no charge to the Member.

A. The Association shall prepare or cause to be prepared a complete set of financial statements in accordance with generally accepted accounting principles. The financial statements shall be based upon the Association's total annual revenues, as follows:

- i. An Association with total annual revenues of \$150,000 or more, but less than \$300,000, shall prepare compiled financial statements.
- ii. An Association with total annual revenues of at least \$300,000, but less than \$500,000, shall prepare reviewed financial statements.
- iii. An Association with total annual revenues of \$500,000 or more, shall prepare audited financial statements.
- iv. An Association with total annual revenues of less than \$150,000 shall prepare a report of cash receipts and expenditures.

B. A report of cash receipts and disbursement must disclose the amount of receipts by accounts and receipt classifications and the amount of expenses by accounts and expense classifications, including, but not limited to, the following, as applicable: costs for security, professional, and management fees and expenses; taxes; costs for recreation facilities; expenses for refuse collection and utility services; expenses for lawn care; costs for building maintenance and repair; insurance costs; administration and salary expenses; and reserves if maintained by the Association.

C. If twenty (20%) percent of the Members petition the board for a level of financial reporting higher than that required by this section, the Association shall duly notice and hold a meeting of Members within 30 days of receipt of the petition for the purpose of voting on raising the level of reporting for that fiscal year. Upon approval of a majority of the total voting interests of the Members, the Association shall prepare or cause to be prepared, shall amend the budget or adopt a Special Assessment to pay for the financial report regardless of any provision to the contrary, and shall provide within 90 days of the meeting or the end of the fiscal year, whichever occurs later: (1) compiled, reviewed, or audited financial statements, if the Association is otherwise required to prepare a report of cash receipts and expenditures; (2) reviewed or audited financial statements, if the Association is otherwise required to prepare compiled financial statements; or (3) audited financial statements, if the Association is otherwise required to prepare reviewed financial statements.

D. If approved by a majority of the voting interests present at a properly called meeting of the Association, the Association may prepare or cause to be prepared: (1) a report of cash receipts and expenditures in lieu of a compiled, reviewed, or audited financial statement; (2) a report of cash receipts and expenditures or a compiled financial statement in lieu of a reviewed or audited financial statement; or (3) a report of cash receipts and expenditures, a compiled financial statement, or a reviewed financial statement in lieu of an audited financial statement.

7.9 Other Official Records. In addition to the minutes of the Board and Member meetings, the Association shall maintain each of the following items, when applicable, which constitute official records of the Association:

- i. Copies of any plans, specifications, permits and warranties related to improvements constructed on the Association's Common Areas or other property that the Association is obligated to maintain, repair or replace.
- ii. A copy of the Bylaws of the Association and any Amendments to the Bylaws.
- iii. A copy of the Articles of Incorporation of the Association and of each Amendment thereto.
- iv. A copy of the Declaration and a copy of each Amendment thereto.

v. A copy of the current Rules and Regulations of the Association.

vi. A current roster of all members and their mailing addresses and Unit identifications, as well as the electronic mailing addresses and numbers designated by members for receiving notice by electronic transmission of those members consenting to receipt of notice by electronic transmission. The electronic mailing addresses and numbers provided by Owners to receive notice by electronic transmission shall be removed from the official records when consent to receive notice by electronic transmission is revoked.

vii. All of the Association's insurance policies or a copy thereof, which policies must be retained for at least seven (7) years.

viii. A current copy of all contracts to which the Association is a party, including, without limitation, any management agreement, lease, or other contract under which the Association has any obligation or responsibility. Bids received by the Association for work to be performed must also be considered official records and must be kept for a period of 1 year.

ix. A copy of the disclosure summary set forth in Florida Statutes Section 720.401(1).

x. All other written records of the Association not specifically included in the foregoing which are related to the operation of the Association.

7.10 Inspection and Copying. The official records shall be maintained within the state and must be open to inspection and available for photocopying by members or their authorized agents at reasonable times and places within 10 business days after receipt of a written request for access. This subsection may be complied with by having a copy of the official records available for inspection or copying in the Association. If the Association has a photocopy machine available where the records are maintained, it must provide Members with copies on request during the inspection if the entire request is limited to no more than 25 pages. The Association may adopt reasonable rules governing the frequency, time, location, notice, records to be inspected and manner of inspections, but may not impose a requirement that a Member demonstrate any proper purpose for the inspection, state any reason for the inspection or limit a Member's right to inspect records to less than one 8-hour business day per month. The Association may charge up to 50 cents per page for copies made on the Association's photocopy machine. If the Association does not have a photocopy machine where the records are kept, or if the records requested to be copied exceed 25 pages, the photocopies may be made by an outside vendor and the Association may charge the actual cost of copying. The Association shall maintain an adequate number of copies of the recorded Association Documents, to ensure their availability to Members and Prospective

Members. Notwithstanding the foregoing, the following records should not be available or Accessible to members.

- i. Any record protected by the attorney client privilege or work product privilege;
- ii. Information obtained by the Association in connection with the approval of the lease, sale or other transfer of a Unit;
- iii. Disciplinary, health, insurance and personnel records of the Association's employees;
- iv. Medical records of Members or residents in the Association.

7.11 Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, checks, and other instruments of the association shall be executed by at least two officers or by such other person or persons as may be designated by resolution of the Board of Directors.

Section 8. SYSTEM OF FINES FOR NON-COMPLIANCE

8.1 Authority and Scope. The Board of Directors may impose fines on any Owner and Unit for any violations of the Association Governing Documents and Rules and Regulations; as amended from time to time; and/or violations of the Law; by Owners or the Owners' tenant(s); and/or their family Members, agent(s), guest(s), visitor(s), servant(s) etc.

8.2 Owner is Liable. Each and every such violation shall be the responsibility of and attributed to the Owner (and his Unit) regardless of whether the offending party is in fact the Owner or the Owner's tenant(s), or their family, agent(s), guest(s), visitor(s), servant(s), etc. As such, the Owner is responsible for the actions of the Owner's tenant(s) and family, agents(s), guest(s), visitor(s), servant(s), etc.

8.3 Written Notice Required; Contents. No fine shall be imposed against an Owner for any violation unless and until the offending party or parties which always shall include the Owner has/have been given not less than fourteen (14) days' written notice of the following:

- A. The Owner responsible for the violation(s).
- B. The nature of the violation and the name(s) of the violator(s), if known.
- C. The maximum amount of fine for each violation of the particular provision of the Governing Documents, and/or Rules and Regulations and/or law.
- D. The date, time and place of a meeting, at which meeting the Committee referred

to in Section 8.6 below shall determine whether the Owner (for himself/herself, family guests, servants, agents, etc., or other occupants of the Unit) and his Unit, is guilty of the Violation, and if so, shall impose a fine for the violation.

E. The Association shall be permitted to include in the Committee meeting notice, the following optional information: A hearing shall be scheduled at a specified day and time and at a specified time on each day thereafter; with each day that the violation continues constituting a separate violation resulting in a separate fine.

8.4 Level of Fines. A fine for each violation shall be in an amount(s) of \$100.00 per day or as set by the Board of Directors not to exceed the maximum amount permitted by law as amended from time to time. This fine may be levied at the particular rate for each day that the violation occurs, on a running per day basis, so long as the Board's notice informs the offending party or parties of this possibility.

8.5 Record Keeping. The Association shall maintain a file of all notices issued and findings of the Committee in order that a record of offenses and offenders may be kept.

8.6 Hearing Before Committee of Owners.

A. A party against whom the fine may be levied shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, to have counsel present, and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Association.

B. Failure of the Owner and the violator in question to appear at the scheduled hearing may result in the automatic vote by the Committee that the Owner is in violation, whereupon the fine may be levied without further warning.

C. The Committee shall be comprised of at least three (3) Members appointed by the Board who are not Officers, Directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, Director, or employee.

8.7 Collection of the Fine. Once a fine is deemed to be due and owing, the Association shall provide written notice to the Owner of the fine due owing, with due date for payment.

8.8 Concurrent Remedies. An Association may suspend the voting rights of a parcel or Member for the nonpayment of any fee, fine, or other monetary obligation due to the Association that is more than 90 days delinquent and may suspend and revoke other rights as set forth in the Declaration as allowed by law, and as may be amended from time to time.

Section 9. MANAGEMENT AGENT.

9.1 The Board of Directors may employ for the association a professional management

agent or agents at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate to the managing agent or manager, subject to the board system supervision, all of the powers granted to the Board of Directors by these Bylaws.

9.2 No management contract may have a term in excess of one year and must permit termination by either party without cause and without termination fee on ninety (90) days' written notice.

Section 10. PARLIAMENTARY RULES. ROBERTS' RULES OF ORDER (latest edition) shall govern the conduct of meetings of the Membership and Board of Directors when not in conflict with the Governing Documents or applicable Law.

Section 11. EMERGENCY BYLAWS. The following shall apply to the extent not prohibited by Law.

11.1 The Board of Directors may adopt Bylaws to be effective only in an emergency defined in Florida Statutes. The emergency Bylaws, which are subject to amendment or repeal by the Members, may make all provisions necessary for managing the Association during an emergency, including:

A. Procedures for calling a meeting of the Board of Directors;

B. Quorum requirements for the Meetings; and Designation of additional or substitute Directors.

11.2 The Board of Directors, either before or during any such emergency, may provide, and from time to time modify, lines of succession in the event that during such emergency any or all Officers or agents of the Association are for any reason rendered incapable of discharging their duties.

11.3 All provisions of the regular Bylaws consistent with the emergency Bylaws remain effective during the emergency. The emergency Bylaws are not effective after the emergency ends.

11.4 Corporate action taken in good faith in accordance with the emergency Bylaws:

i. Binds the Association; and

ii. May not be used to impose liability on a Director, officer, employee, or agent of the Association.

11.5 An emergency exists for purposes of this Section 11 if a quorum of the Association's Directors cannot readily be assembled because of some catastrophic event.

Section 12. AMENDMENT OF THE BYLAWS. All amendments to the Bylaws shall be proposed and adopted in the following manner:

12.1 Proposal. Amendments to these Bylaws may be proposed by the Board of Directors or by written petition signed by Owners of one-fourth (1/4) of the Units.

12.2 Procedure; Notice and Format. Upon any amendment or amendments to these Bylaws being proposed as provided above, the proposed amendment or amendments shall be submitted to a vote of the Members not later than the next annual meeting, unless insufficient time to give proper notice remains before that meeting. An amendment may be considered at the annual or a special Members' meeting. The full text of any amendment to the Bylaws shall be included in the notice of the Owners' meeting at which a proposed amendment is considered by the Owners. New words shall be inserted in the text by underlining and words to be deleted shall be lined through with hyphens; however, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but instead, a notation must be inserted immediately preceding the proposed amendment is substantially the following language: "Substantial rewording of Bylaws. See provision ____ for present text."

12.3 Vote Required. Except as otherwise provided by Florida Law, or by specific provision of the Declaration, these Bylaws may be amended by a vote of at least fifty percent plus one (50% + 1) of the Board and fifty percent plus one (50% + 1) of the Members at a duly called meeting of Members, provided a quorum exists. A quorum shall constitute thirty percent (30%) of the entire membership present at the meeting (in person, by consent, and by proxy). If the amendments were proposed by a written petition signed by the Owners pursuant to Section 11.1 above, then the concurrence of the Board of Directors shall not be required.

12.4 Certificate Recording; Effective Date. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Bylaws, which certificate shall be in the form required by law and shall be executed by any Officer 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 the County. The Certificate of Amendment shall, on the first page, state the book and page of the Public Records where the Declaration is recorded. The Certificate shall be executed with the formalities required for the recording of a deed.

12.5 Provisos. Notwithstanding any provision in the Governing Documents to the contrary:

A. No amendment shall operate to unlawfully discriminate against any Owner, Member, or Parcel.

B. An amendment to these Bylaws that adds, changes, or deletes a greater or lesser

quorum or voting requirement must meet the same quorum requirement and be adopted by the same vote required to take action under the quorum and voting requirements then in effect or proposed to be adopted, whichever is greater.

C. Any emergency Bylaws adopted pursuant to Article 10 of these Bylaws may be adopted or amended by the vote of a majority of the entire Board of Directors at the time there is no emergency, or by a lesser vote as determined by the Board in the event of an emergency; such Bylaws need not be recorded and shall become effective as resolved by the Board of Directors. This Section 11.5.C of the Bylaws shall not preclude the Members from amending or repealing such emergency Bylaws as provided in Sections 11.1 through 11.4 above. No emergency Bylaws amended or repealed by the Members shall be amended by the Board of Directors, without following the procedures set forth in Sections 11.1 through 11.4 above.

Section 13. MISCELLANEOUS.

13.1 Gender. Whenever the masculine or singular form of a pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter; singular or plural, as the context requires.

13.2 Severability. Should any portion hereof be void or become unenforceable, the remaining provisions of the instrument shall remain in full force and effect.

13.3 Conflict. If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of Florida law, the Articles of Incorporation, the Declaration, and these Bylaws, the provisions of Florida law, the Declaration, the Articles of Incorporation, and the Bylaws (in that order) shall prevail, unless specifically noted otherwise. In addition, in the event of conflict between or among the provisions of the Declaration, Bylaws, the Articles of Incorporation or rules and regulations pursuant thereto and the Condominium Documents those provisions of The Lexington Club Community Association documents shall be superior and shall prevail over those of the Condominium Association. The foregoing priorities, shall not prevent enforcement by the Condominium Association of provisions or rules which are stricter than those of the association.