

This Instrument Prepared By:
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**CERTIFICATE OF RECORDING
OF THE ARCHITECTURAL REVIEW COMMITTEE (A.R.C.)
BUILDING REQUIREMENTS, RULES AND REGULATIONS
FOR LONG LAKE ESTATES PROPERTY OWNERS ASSOCIATION, INC.**

I HEREBY CERTIFY that the Architectural Review Committee (A.R.C.) Building Requirements, Rules and Regulations for Long Lake Estates Property Owners Association, Inc., attached to this Certificate were duly adopted by Long Lake Estates Property Owners Association, Inc. at a duly called meeting of the Board of Directors dated December 20, 2006. The Second Amended and Restated Declaration of Covenants and Restrictions of Long Lake Estates is recorded in Official Records Book 11372, at Page 1952, of the Public Records of Palm Beach County, Florida. The original Declaration of Covenants and Restrictions of Long Lake Estates is recorded in Official Records Book 2831, at Page 1867, of the Public Records of Palm Beach County, Florida

DATED this 11 day of January, 2007.

WITNESSES:

Ronnie Abelson
Signature
Ronnie Abelson
Print Name
Ronnie Abelson
Signature
Ronnie Abelson
Print Name

**LONG LAKE ESTATES PROPERTY OWNERS
ASSOCIATION, INC.**

By: [Signature]
Andrew Mosberg, President

By: [Signature]
Cathy Baker, Secretary

STATE OF FLORIDA)

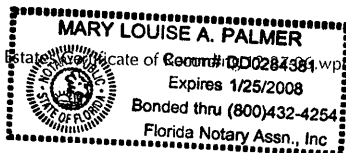
COUNTY OF PALM BEACH)

) ss:

The foregoing instrument was acknowledged before me this 11 day of January, 2007, by Andrew Mosberg as President, and Cathy Baker, as Secretary, Long Lake Estates Property Owners Association, Inc., who are Personally Known [] or Produced Identification [].

Type of Identification Produced: personally

(SEAL)



M:\Association\Long Lake

Mary Louise A. Palmer
NOTARY PUBLIC, State of Florida

LONG LAKE ESTATES
Architectural Review Committee (ARC)
Frequently Asked Questions

1. How do I obtain ARC forms?

Forms can be obtained from the guard house or they can be downloaded on our web site, le.unitedcommunity.net

2. I plan on installing a generator, do I need approval? If I install an underground propane tank what approval do I need?

Yes, generators and propane tanks require a compliance bond of \$500 along with form A and B submitted to the ARC with a site plan of the lot indicating the placement of the equipment.

3. Do I need approval to paint my house?

Yes, all exterior changes to the outside of your house need written approval by the ARC prior to work beginning. Forms A and B along with color samples and a compliance bond of \$500 (cost under \$2,000) \$1,000 (cost over \$2,000) must be submitted.

4. Do I need approval to change the landscaping around my house?

Yes, all major exterior changes to the outside of your house need written approval by the ARC prior to work beginning. Forms A and C along with a compliance bond must be submitted.

5. Do I need approval to trim the swale ficus trees?

No you do not need written approval provided the tree trimming is performed according to the community guidelines. Remember no ficus trees can be removed.

6. Do I need approval to have my house and or roof pressure cleaned?

No. Work can only be conducted Mon- Fri, 7:45 am- 6 pm. No Saturday work is allowed outside.

7. If I live in my house can construction workers work on Saturday?

Yes, quiet inside construction work is permitted. However, if you are not in residence, then the Board does not permit Saturday work without prior approval. The guardhouse has been instructed to enforce this rule.

8. If I live in my house and the a/c is broken, can workmen enter the community on Saturday?

Yes, the guardhouse has been instructed to allow workmen in during an emergency. We suggest that you call the guard directly (482-5546) to inform him of such a problem. This is true for all emergency repair work including, plumbing, septic, electrical, a/c or pool equipment problems.

9. I plan on installing a satellite dish, do I need approval?

Yes, satellite dishes require a compliance bond of \$500 along with Form D submitted to the ARC.

10. Where do I submit my applications?

All submittals can be left at the guardhouse, marked attention ARC member. Please remember to include a compliance bond check. No submittal will be reviewed prior to receipt of a compliance bond check.

11. When the work is completed, how do I receive my compliance bond deposit refund check?

You should contact the ARC member who signed the approval letter. He will conduct a final inspection and instruct the management company to have the refund check issued. If you have any questions about the check or the amount of the check, please contact the management company. The ARC does not control the fees deducted, or the checkbook.

12. What happens to the construction list at the guardhouse?

Once the compliance bond is refunded, the guardhouse is instructed to remove all vendors submitted during the construction project. So, therefore, if you need the plumber to return, you must now notify the guardhouse again.

13. I want to install a new pool fence and remove my old screen enclosure damaged by the hurricane, what approval do I need?

You need written approval. Please submit forms A and B, a site plan along with the compliance bond in the amount of \$500 (cost under \$2,000), \$1000 (cost \$2,000- \$10,000), \$1,500 (cost \$10,000- \$50,000) to the ARC.

14. If I need a new roof what do I submit?

You need written approval. Please submit forms A, B, and F along with the compliance bond in the amount of \$5000 to the ARC. In addition a color photo of the tiles (not the actual tiles) must be submitted.

15. I want to replace my concrete driveway with paver stones, what must I do?

You need written approval. Please submit forms A, B, and F and a site plan along with the compliance bond in the amount of either \$2500 (project total cost under \$49,999) or \$5000 (project total cost over \$50,000) to the ARC.

16. If want to install hurricane shutters, what do I submit?

You need written approval. Please submit forms A, B, and F along with the appropriate compliance bond to the ARC.

17. If I want to install a new play set or basketball backboard, what do I submit?

You need written approval if the installation is permanent. Please submit form A, B and a site plan along with the compliance bond in the amount of \$500 to the ARC. All play structures need to be located behind the front foundation. This means that these playground items can be located on the side of the home. Please remember that the ARC requires that the site of installation have complete street screening.

18. To whom shall the compliance bond check be made payable?

The compliance bond check needs to be made payable to Long Lake Estates Property Owners Association. This is the same as for your quarterly maintenance check.

19. Once again, what are the work hours?

Work can only be conducted Mon- Fri, 7:45 am- 6pm. No workers admitted after 5:30 pm. No Saturday outside work allowed.

20. How long does it take for ARC approval?

Generally, less than 10 working days once all submittals are received.

LONG LAKE ESTATES
PROPERTY OWNERS ASSOCIATION INC.
18050 Long Lake Drive
Boca Raton, Fl. 33496

561-482-5546

ARCHITECTURAL REVIEW COMMITTEE (ARC)
BUILDING REQUIREMENTS, RULES & REGULATIONS
(Revised- December 20, 2006)

In an effort to uniformly enforce the Restrictive Covenants and the Policies of the Board of Directors, the ARC has adopted the following policies for all proposed improvements.

1. The Homeowners Covenants shall govern all new construction, additions, and/or modifications to existing homes. Plans must be submitted to the ARC prior to any work commencing. No dwelling may be a duplicate of another and builders and architects cannot have three or more similar designs in the community.
2. A compliance bond is required on each house before approval from the ARC will be granted. All of your approved plans must be followed. If any plan is not followed, including landscaping, the new plan must be submitted and approved before any work is done. The refunded amount of the compliance bond will be reduced by any fee to review plans, any fee to enforce plans, such as attorney's fees or survey fees, any costs to maintain the appearance of the property and an impact fee of \$2,500 for any renovation or construction over \$250,000. If your approved plan is not strictly adhered to, your bond will be forfeited. Lots adjacent to and opposite to your construction site, if damaged by your contractors must be restored before return of your compliance bond. The Board of Directors will decide any disputes.
3. The construction site must be free of unsightly trash, weeds, and underbrush debris at all times. All building material must be stored neatly. A dumpster is required and must be emptied within 72 hours after debris is evident from the street. If not emptied when full, the Property Owners Association will do it, pay for it, and deduct the cost along with a fee to the association from the compliance bond. No trash may be burned at any time. While construction is in progress, the job site must be maintained. Port-a-let site must be pre-approved by the ARC and placed in a location on the lot behind the swale tree line; with the door facing away from the street or neighbor's property (preferably enclosed in a wood structure shielding it from public view).
4. Work hours for Long Lake Estates are 7:45 a.m. to 6 p.m. No workers admitted after 5:30 p.m. No construction on vacant residences will be done on Saturday, Sunday, or declared holiday. Pouring of slabs must commence prior to 12:00 Noon Monday through Friday.

5. Sign restrictions: The exclusive sales agent for the builder of new construction on any lot (s) may place one (1) professional sign advertising the property for sale. The size of this sign is to be 24" x 36", letters not to exceed 4". The colors of the sign are black letters on a gray background. Signs must not be placed on the swale. All builders' identification signs are to be removed upon completion. No other signs are permitted. No sales brochures are permitted to be left unattended at the property.
6. Parking Regulations: No automobiles or trailers can be left on job sites overnight without the prior written approval of the ARC. Cranes and other large land equipment can remain on the site overnight Monday thru Thursday. The Board will consider any written request to have such equipment remain over the weekend.
7. No animals will be allowed on construction sites.
8. Swale trees (ficus) must be trimmed at start of new construction according to the rules of the community.
9. No swale trees (ficus) may be removed.
10. All new concrete driveways installed must provide a drain strip in the driveway across the swale to provide for drainage. If paver stone is used we require that a 6" pipe be run underground to provide proper drainage.
11. Landscaping: A \$20,000.00 minimum is necessary for a new construction plan to be approved and must meet the standards of the ARC. The landscaping cost will be based on the average cost of the current plant finder's guide.

INITIAL SUBMITTALS

A complete application will be required prior to review of any proposed additions to existing property or new construction. An application will include, but is not limited to:

1. Application form, Exhibit A – two (2) copies.
2. Two (2) site plans prepared by a licensed architect or registered land surveyor with a scale of not less than 1" = 20' showing all existing structures and trees and showing all proposed improvements including:

Buildings, fences, walls, pools, tennis courts, screening, decks, landscaping, drain fields, A/C equipment, pumps, generators, lighting, docks, etc.

The site plan must note set-backs, road elevations, swales, street trees, building elevations, and site topography.

3. Two (2) complete sets of building plans in substantially the same form as required by the Palm Beach County Building Department, signed and sealed by a licensed architect, showing all exterior materials and details indicating building square footage.
4. Two (2) copies of exterior materials and colors list in a form similar to Exhibit B, noting colors and details of all exterior surfaces (walls, doors, trim, lighting, roof, chimney, driveway, fences, and screening) in order to correspond to the building plans and the site plan.
5. Two (2) sets of landscape plans, with scale not less than 1" = 20' showing all plant material and a corresponding plant list in a form similar to Exhibit C, noting the quantity, quality, and price of each.
6. The required Compliance Bonds are as follows:
 - a. New construction.....\$4.00 per square foot with a \$50,000 minimum
 - b. Renovations over \$250,000.....\$50,000
 - c. Renovations \$100,000 - \$250,000.....\$10,000
 - d. Renovations \$50,000 - \$100,000.....\$ 5,000
 - e. Renovations under \$50,000.....\$ 2,500
 - f. Changes to exterior such as, but not limited to landscaping, painting, etc.

Under \$2,000.....	\$500	\$2000 to \$10,000	\$1,000
\$10,000-\$50,000.....			\$1,500
 - g. The amount of the compliance bond for the installation of a fence, generator or satellite dish
 - h. Roof replacement.....\$5,000
 - i. Demolition.....\$20,000

A non-refundable impact fee of \$2,500 will be charged against the compliance bond for category "a" and "b" for damage to the community.

The Compliance Bond check should be made payable to Long Lake Estates Property Owners Association. This money will be returned to the lot owner upon completion of improvements in conformance with the plans and specifications approved by the ARC, less all fees. Failure to comply with the LLEPOA and the ARC rules will result in forfeiture of the compliance bond and possible shut down of the job site.

7. Hurricane Procedure Agreement must be signed
8. Survey showing elevations of slab, walls, and adjacent lots is to be submitted for approval before construction can begin.

9. The ARC reserves the right to require additional information prior to granting approval in order to assure plans and specification comply with the intent of the Restrictive Covenants.
10. NO IMPROVEMENTS OR CHANGE OF PLAN OF ANY TYPE OR NATURE, WHATSOEVER, TO NEW CONSTRUCTION OR EXISTING STRUCTURES SHALL BE COMMENCED UNLESS AND UNTIL THE APPROVAL THEREOF SHALL BE OBTAINED IN WRITING FROM THE ARC. CONTRACTORS WILL BE DENIED ENTRANCE WITHOUT SUCH APPROVAL.

PROPOSED CHANGES

Any proposed change to the plans or specifications approved by the ARC shall be resubmitted in accordance with the initial submittal procedure previously noted.

1. Application form two [2] copies, noting proposed changes.
2. Items 2, 3, 4, and 5 showing proposed changes as required.
3. An additional Compliance Bond is not required unless changes result in a higher value of the project per #6 above.

UPON COMPLETION

Upon completion of all the improvements or construction previously approved by the ARC, the ARC must be notified and they will then inspect the property, assure compliance with the prior application, and will authorize the refund of the Compliance Bond less any associated fees or costs.

VIOLATIONS

Failure to comply with the intent of the Restrictive Covenants, the specific deed restrictions, the policies of the Board of Directors, or the rules and regulations of the ARC will cause the submittal to be rejected.

Violations of the Restrictive Covenants or commencement of construction of any improvement whatsoever, without the prior written approval of the ARC will be cause for immediate action by the ARC, including, but not limited to:

1. The halting of construction on the property.
2. Notification of violation to the Palm Beach County Building Department.
3. Recording a notice of violation on the public records and advising required parties, including any mortgagees or lenders.
4. Forfeiture of Compliance Bond.
5. Other actions as the Board of Directors deems necessary to rectify the situation.

6. Forfeiture of the Compliance Bond will require a new Compliance Bond in the original amount to be submitted to the association and if not paid in ten days from notice, entry to the community will be denied.

CHANGES / MODIFICATIONS TO EXISTING PROPERTY

Non-structural modifications (i.e. exterior painting, shutters, driveways, roofs, fences, generators, landscaping) must be approved by the ARC using a form similar to Exhibits attached. All forms are available at the guardhouse.

VARIANCES

The Restrictive Covenants and deed restrictions are to be uniformly enforced and no variance will be granted unless an extreme hardship exists and then only when specific prior approval is requested of the Board of Directors. Economic hardship and self-imposed constraints shall not be a valid reason to grant a variance.

No approval issued, pursuant to these rules, will be deemed to grant any implied variance. A variance must be specifically requested and approved by the Board of Directors to be valid.

The Board of Directors and the ARC are not responsible for actions by previous Boards, prior ARC members, or the developers. The original recorded documents and the guidelines have changed over the years, and possibly prior violations exist and/ or variances may have been granted. They do not establish a precedent to further violate the present Restrictive Covenants.

Each new request will be reviewed on its merits and its conformance with the existing documents, policies and rules. Any request for a variance should be written and attached to an ARC application, stating the specific variance requested and the reasons such a request should be considered by the Board of Directors.

DEMOLITION

Complete demolition of existing structures including pools, patios, and driveways require an ARC application.

The ARC guidelines apply to all work.

A permit, demolition application, form E, and approval from the ARC will be required prior to any work commencing.

Requirements are:

1. Compliance Bond- \$20,000. If demolition is not completed as per the specifications, the compliance bond will be used to finish the demolition, remove all debris and the remaining Bond will be forfeited.
2. Boundary survey showing elevation of existing slab of any house to be demolished.
3. Site plan showing all landscaping remaining. (Must include swale ficus trees owned by the association.)
4. Exhibit E must be completed with your submittal.
5. The lot must be graded and sodded no later than 40 days after demolition begins.
6. A functioning sprinkler system is required to maintain all vegetation on the lot.
7. Full lawn and landscape service must continue on a routine basis.
8. The Association mailbox must remain in functioning order at existing location.
9. All fencing must be removed. Perimeter fencing can remain provided it is screened with vegetation.
10. No variances in demolition will be granted.
11. No auctions or open houses will be permitted.
12. Lots must be completely cleared of demolition debris within twenty (20) days after start of demolition or compliance bond will be used to clear the site along with a reasonable administrative fee to be determined by the Board.

I AGREE TO THE ARC BUILDING REQUIREMENTS, RULES AND REGULATIONS AND GUIDELINES.

Printed Name

Signature

Address

Lot Number

Date: _____

LONG LAKE ESTATES

ARCHITECTURAL REVIEW COMMITTEE (ARC) GUIDELINES

For a complete reading of the Covenants and Restrictions, refer to Section II of the Declaration and all Recorded Amendments.

The following summary is a compilation and interpretation of the Covenants and Restrictions by the Board of Directors and the ARC.

1. Building Type

- One single-family dwelling.
- 3,000 sq. ft. minimum (enclosed living area) air-conditioned, excludes attic storage areas and patios.
- Maximum height is 35 feet, measured from the top of the slab, including the chimneys and any decorative fixtures.

2. Garages

- Minimum dimensions are 22' x 33' (from inside of walls).
- Minimum 3-car garage required. Maximum 6-car garage permitted for homes in excess of 5000 sq. feet and under 5000 sq. feet maximum is 4-car garage
- Three 8-foot doors, or one 16-foot door and one 8-foot door minimum. If garages are for more than three cars, they must be split up.
- One service door for each unit.
- Door openers required.
- Landscaping or a privacy wall, subject to the approval of the ARC, shall shield any garages that face the street.
- No detached carports are permitted.

3. Property Elevation

- Natural existing grade shall be maintained.
- No fill or berm without approval.
- Swale areas to be maintained to provide drainage.
- Elevation cannot exceed eighteen (18) inches from the mandatory height approved by Palm Beach County Health Dept. for proper septic system flow.
- Drainage must not interfere with existing neighbors or the road, and drain studies will be required on new construction.

4. Subdivision of Lots

- None.
- Two adjacent lots may be used for one [1] dwelling.

5. Setbacks

- Front: 50 feet.
- Side: 15 feet, equipment 12 feet.
- Rear: 40 feet.

- Setbacks will be measured from any structure or overhang in excess of 24"
- Only perimeter walls and fences may fall within the setbacks.
- Buried propane tanks must be twelve (12) feet from side set back but can be located twenty (20) feet from front or rear setback.

6. Fences and Walls

- Fences are discouraged; landscaping is suggested as a barrier.
- Fences shall be consistent with adjacent properties.
- Perimeter fences- maximum height of 5 feet and walls maximum height of 4 feet average from existing grade of adjacent structures.
- Decorative side fences such as unlands: Minimum 1 foot inside property line.
- Solid fence must be landscaped to form visual barrier from exterior view – shrubs and hedges must be planted 3 feet from property line, landscaped side facing adjacent lot.
- Privacy walls may be no more than 6 feet above height of slab and may not encroach on setbacks.
- On lakefront lots, fences parallel to lake must be aluminum unland fences (color to be submitted), and must be 15 feet from the rear property line.
- Wire side fences must be completely hidden by hedges so that they are not visible to adjacent homes, and fences must be set so that the hedges are 3 feet from the property line.
- Consideration will be given to protect views of adjacent property owners.
- Walls bordering the Florida Turnpike- maximum height permitted by Palm Beach County will be permitted.

7. Swimming Pools, Screen Enclosures, and Tennis Courts

- Subject to approval of ARC.
- Setbacks for pools, including decks and screens are 30 feet from rear and sides.
- Composition to be of material thoroughly tested and accepted by the industry for such construction.
- Pool screening may not be visible from the street in front of the dwelling, certain variations may be considered for corner lots.
- Tennis court setbacks are 15 feet side, 30 feet rear, and are not allowed in the front (corner lots are special situations).
- Lighting shall be designed to insure privacy for adjacent lot owners.

8. Landscaping

- \$20,000 minimum required on new construction.
- Plant list and landscape plan required.
- Sod required from lot line to lot line; street to rear lot line/lake.

- Plantings around the Ficus swale trees are allowed, but must have ARC approval and cannot exceed a height of 24”.
- Landscaping required to hide fences, screening, and tennis courts is not included in minimum.
- Decorative planters, pots and annuals are not included in minimum.
- All landscaping must be completed and approved prior to requesting approval and return of the Compliance Bond.
- Landscaping of additions must be approved by the ARC.

9. Sprinklers

- Automatic sprinkler system required.
- The lake may be used for water.
- Wells may be used but must not produce any “reddish” stains.

10. Removal of Trees

- No trees may be removed without approval.

11. Dwelling Quality

- ARC shall have final approval of all exterior materials.
- Exposed concrete block not permitted.
- Use of imitation materials for facades is discouraged.
- Materials of natural stone, brick, wood, or combinations are encouraged.
- Design must be harmonious with existing homes, and extremes in any form will not be approved.
- Good design is encouraged: compatible rooflines, windows, door treatments, walls, facades, chimneys, landscaping will be required.
- Consistent design on all four elevations will be considered, especially on corner and lake lots. See items 16 and 17.

12. Driveway Construction

- Concrete drives or pavers required.

13. Games and Play Structures

- All play structures shall be located at the rear of the dwelling, or on the inside portion of corner lots within the setback lines. No structure shall be constructed on any part of a lot located in front of the rear line of the residence. The ARC requires complete street screening.
- Setback requirements must be followed.
- New additions may require landscaping.

14. Nuisances, Garbage, and Trash

- No lot shall be used for dumping.
- All trashcans must be totally shielded from public view.
- No clotheslines permitted.

15. Temporary Structures

- None Permitted

16. Exterior Color Plan

- ARC shall have final approval of all exterior colors.
- Other types of finishing such as faux must have a 3x3 foot area painted on the house for the ARC to approve along with a sample attached to the ARC application.
- All details (facia, doors, garage doors, fences, trim, walls, walks) are to be consistent in color and style throughout the dwelling.

17. Roofs

- Flat roofs are not permitted except when incorporated into a specific overall design style acceptable to the ARC
- Minimum pitch 5:12.
- Composition of pitched roofs shall be tile, wood shakes, slate or copper. Wood shakes are not encouraged.
- Asphalt shingle roofs are not permitted
- Roof (new) must be approved for color and style

18. Satellite Dish

- Maximum dimension of 18 inches.
- The dish must be attached to the house.
- The ARC must approve all dish sites as to specific height and location. Exhibit D must be submitted in its entirety.
- If this is the only request, a Compliance Bond of \$500.00 (check payable to Long Lake Estates Property Owner's Association) must be sent with Exhibit D.

19. Hurricane Shutter Policy

- Homeowners must have ARC approval for hurricane shutters prior to their installation. Plywood or aluminum shutters can be put up at the start of a "hurricane watch" and must be removed no more than 72 hours after the storm passes and electricity is restored.

20 Generators

- The ARC must approve all generators and underground tanks. Generators must be within the twelve (12) foot equipment setback, must be shielded by landscaping, a description of the type of generator must also be submitted. Buried tanks must be twelve (12) feet from the side set back but can be twenty (20) feet from the front or rear setback. The exact location of the generator and underground tank must be clearly indicated on a site plan of the lot.

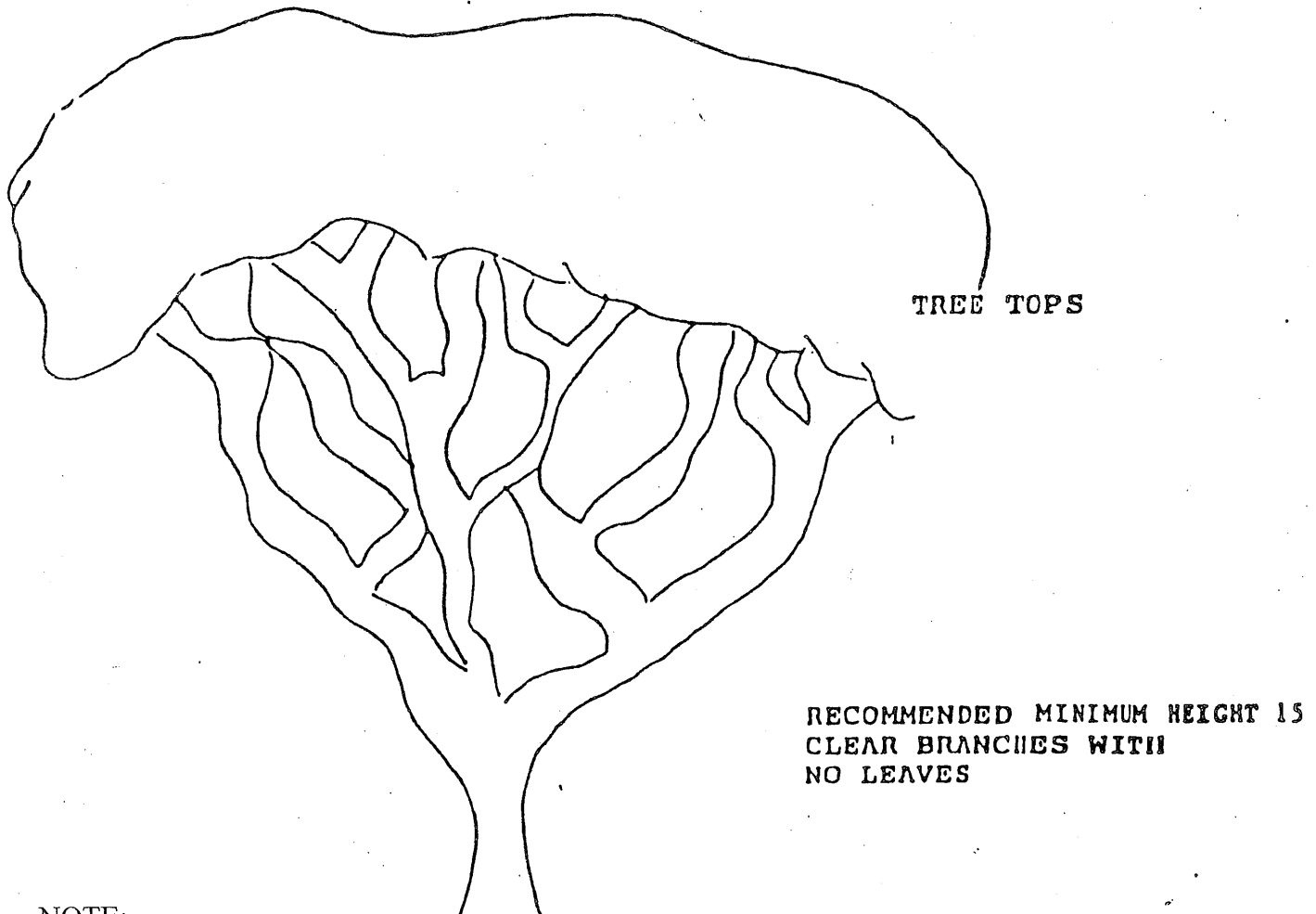
21. Ficus Trees – Trimming Guideline

- Ficus trees in the 20' set back off the street (swale area/right of way) are the property of Long Lake Estates Property Owners Association. It has been and currently is the homeowner's responsibility to trim the trees on an annual basis or sooner as needed.

REASONS FOR TRIMMING:

- Security/Street Lamps
- Wind Storms and Hurricanes
- Root Intrusions – Street Pavement, Driveways, Foundations, Septic Tanks and Pools
- Aesthetics

Please give a copy of this requirement to the contractor you hire to trim the trees,



NOTE:

Plans will be reviewed for their overall compatibility with the existing homes in Long Lake Estates. They must conform to the Restrictive Covenants and the policies of the Board of Directors. No home or improvement will be permitted which may destroy or negatively affect the aesthetic value of the community.

EXHIBIT A

LONG LAKE ESTATES

APPLICATION TO THE ARCHITECTURAL REVIEW COMMITTEE (ARC)

LOT OWNER: _____

LOT NUMBER: _____

LOT ADDRESS: _____

CURRENT MAILING ADDRESS: _____

E-MAIL ADDRESS: _____

TELEPHONE: _____

BUILDER: _____

ADDRESS: _____

FAX: _____ E-MAIL: _____

TELEPHONE: _____

TYPE OF IMPROVEMENT PROPOSED FOR PROPERTY:

HOUSE _____

DOCK _____

POOL _____

FENCE _____

TENNIS COURT _____

LANDSCAPING _____

LIGHTING _____

ROOFING _____

PLAYGROUNDS _____

OTHER (explain) _____

APPLICATION – CONTINUED

THE FOLLOWING DOCUMENTS ARE ATTACHED:

ENGINEERED SITE PLANS (TWO (2) COPIES) _____

BUILDING PLANS, SEALED (TWO (2) COPIES) _____

EXTERIOR MATERIALS AND COLOR LIST _____

LANDSCAPE PLANS (TWO (2) COPIES) _____

PLANT LIST _____

COMPLIANCE BOND _____

OTHER _____

A REQUEST FOR VARIANCE IS ATTACHED: YES ____ NO ____

BY SIGNING MY NAME, I AGREE TO ALL OF THE ARC GUIDELINES AND
LONG LAKE ESTATES RULES AND REGULATIONS.

SIGNED: _____ DATE: _____

PRINTED: _____

FOR COMPLETION BY:
THE ARCHITECTURAL REVIEW COMMITTEE (ARC)

DATE RECEIVED: _____

RECEIVED BY: _____

THIS SUBJECT IMPROVEMENT IS: **APPROVED** **DENIED**

DATE: _____

ARC: _____

EXHIBIT B

LONG LAKE ESTATES

TO: ARCHITECTURAL REVIEW COMMITTEE

FROM:

ADDRESS:

LOT#

TELEPHONE:

DATE:

RE: EXTERIOR MATERIALS/COLORS-NEW AND EXISTING CONSTRUCTION

ITEM SAMPLE	MATERIAL	COLOR	MANUFACTURE	COLOR/CHIP
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BY SIGNING MY NAME, I AGREE TO ALL OF THE ARC GUIDELINES AND
LONG LAKE ESTATES RULES AND REGULATIONS.

SIGNED: _____ PRINTED: _____

DATED: _____

SAMPLELONG LAKE ESTATES

TO: ARCHITECTURAL REVIEW COMMITTEE

FROM:

PROPERTY
ADDRESS:

DATE:

RE: EXTERIOR MATERIALS/COLORS
NEW AND EXISTING CONSTRUCTION

ITEM SAMPLE	MATERIAL	COLOR	MANUFACTURER	COLOR/CHIP
Base Building:	Stucco	Grey	Benjamin Moore CB-48	
	Siding Stone	Dk. Brown	SilverCreek	Sample Attached
Accent Treatments:	Face	Lt. Brown	Cabot M-40	Note Above
	Shutters	Dk. Brown	Cabot M-40	Note Above
	Lettice	Dk. Brown	Cabot M-40	Note Above
		Med. Grey	Benjamin Moore CB-65	
	Cement Tile	Brown	Groy F22	Sample Attached
Entry Doors:	Wood Panel	Dk. Brown	Cabot M-40	Brochure Attached
Garage Doors:	4x5 Wood Panels	Dk. Brown	Cabot M-40	Brochure Attached
Fence:	Masonry Gray Stucco		Benjamin Moore	Per Plan
Screen Enclosure:	Aluminum	Esp. Bronze		Shop Drawing Attached
Lighting:	10' Post 2-60WBulbs			Brochure Attached

BY SIGNING MY NAME, I AGREE TO ALL OF THE ARC GUIDELINES AND LONG LAKE ESTATES RULES AND REGULATIONS.

SIGNED: _____ PRINTED: _____

DATED: _____

EXHIBIT C

LONG LAKE ESTATES

TO: ARCHITECTURAL REVIEW COMMITTEE

FROM:

PROPERTY ADDRESS:

LOT#

DATE:

RE: PLANT LIST

COMMON NAME	QUALITY	SIZE	QUANTITY	UNIT PRICE	TOTAL
-------------	---------	------	----------	------------	-------

NOTE: IRRIGATION, SOD, ANNUALS AND ADDITIONAL PLANT MATERIAL NECESSARY TO BUFFER ADJACENT PROPERTY FROM EQUIPMENT, TENNIS COURTS AND FENCES ARE NOT TO BE INCLUDED IN THE \$20,000.00 MINIMUM REGUIRMENT.

BY SIGNING MY NAME, I AGREE TO ALL OF THE ARC GUIDELINES AND LONG LAKE ESTATES RULES AND REGULATIONS.

SIGNED: _____ PRINTED: _____

DATED: _____

EXHIBIT C

SAMPLE

LONG LAKE ESTATES

TO: ARCHITECTURAL REVIEW COMMITTEE

FROM:

ADDRESS:

LOT#

TELEPHONE:

DATE:

RE: PLANT LIST

COMMON NAME	QUALITY	SIZE	QUANTITY	UNIT PRICE	TOTAL
BLACK OLIVE	FL FANCY		6	180.00	1,080.00
BOTTLEBRUSH	# 1		4	100.00	400.00
QUEEN PALM	# 1	12'-16'ht	12	200.00	2,400.00
WHITE OLEANDER	FL FANCY		10	60.00	600.00
RED HIBISCUS	FL FANCY	# 4	200	10.00	2,000.00
COCO	FL FANCY	# 4	150	10.00	1,500.00
FICUS BENJAMINA	# 2	# 4	100	8.00	800.00
SPRENGERII	# 1	1 gallon	200	2.50	500.00
PHOENIX ROB	FL FANCY	Multi-4'ht	2	80.00	160.00
IXORA	FL FANCY	# 4	100	10.00	1,000.00

TOTAL: \$10,440.00

NOTE: IRRIGATION, SOD ANNUALS AND ADDITIONAL PLANT MATERIAL NECESSARY TO BUFFER ADJACENT PROPERTY FROM EQUIPMENT, TENNIS COURTS AND FENCES ARE NOT TO BE INCLUDED IN THE \$200,000.00 MINIMUM REQUIREMENT.
 BY SIGNING MY NAME, I AGREE TO ALL OF THE ARC GUIDELINES AND LONG LAKE ESTATES RULES AND REGULATIONS.

SIGNED: _____ PRINTED: _____

DATED: _____

EXHIBIT D

LONG LAKE ESTATES

APPLICATION TO THE ARCHITECTURAL REVIEW COMMITTEE (ARC)

SATELLITE DISH

LOT OWNER: _____

LOT NUMBER: _____

ADDRESS OF PROPERTY: _____

CURRENT MAILING ADDRESS: _____

E-MAIL: _____

TELEPHONE: _____

SATELLITE DISH MODEL: _____

DIMENSIONS: _____

LOCATION INSTALLED: _____
(exact description) _____

HEIGHT FROM GROUND: _____

DIAGRAM NOTING LOCATION: _____

BY SIGNING MY NAME, I AGREE TO ALL THE ARC GUIDELINES AND LONG LAKE ESTATES RULES AND REGULATIONS.

SIGNED: _____ PRINTED: _____

DATE: _____

LONG LAKE ESTATES

EXHIBIT E

DEMOLITION APPLICATION TO THE A.R.C.

LOT OWNER _____

LOT# _____

CURRENT MAILING ADDRESS _____

TELEPHONE # _____

DEMOLITION COMPANY _____

TELEPHONE # _____ E-MAIL _____

THE FOLLOWING DOCUMENT(S) ARE ATTACHED:

SITE PLAN AND LANDSCAPING PLAN _____

COMPLIANCE BOND _____

BOUNDARY SURVEY SHOWING
ELEVATION OF EXISTING SLAB _____

OTHER _____

BY SIGNING MY NAME, I AGREE TO ALL THE ARC GUIDELINES AND LONG
LAKE ESTATES RULES AND REGULATIONS.

SIGNED: _____

DATE: _____

PRINTED NAME: _____

EXHIBIT F

Long Lake Estates Property Owners Association, Inc.

Hurricane and Storm Procedures

When a Hurricane **WATCH** is issued that includes Palm Beach County: all construction sites must be **CLEARED** as defined below. Immediately upon a WATCH being issued we expect your crews to be ready. Do not wait for the last minute- give yourself and your crews time to prepare. No supplies will be permitted entry to the community when a watch has been issued unless it is supplies to prepare the site for the storm.

All **roof tiles** must be attached to the roof or **REMOVED**- if stacked up on the roof, they must be secured with metal strapping or zip ties.

All **dumpsters** must be **EMPTIED** or secured completely with a tarp covering.

All **equipment** must be **REMOVED**.

Swales are to be completely **CLEARED**.

All **portable toilets** are to be **SECURED or REMOVED**

Failure to comply will not be tolerated- forfeiture of your compliance bond and shut down of the job site might result.

Signature.....

Printed Name.....

I agree to the above Hurricane Procedures

This Instrument Prepared By:
Steven G. Rappaport, Esquire
Sachs Sax Klein
301 Yamato Road, Suite 4150
Boca Raton, FL 33431
(561) 994-4499

CFN 20070025374
OR BK 21311 PG 1359
RECORDED 01/17/2007 14:36:48
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1359 - 1362; (4pgs)

**CERTIFICATE OF RECORDING
OF THE RULES AND REGULATIONS
FOR LONG LAKE ESTATES PROPERTY OWNERS ASSOCIATION, INC.**

I **HEREBY CERTIFY** that the Rules and Regulations for Long Lake Estates Property Owners Association, Inc., attached as Exhibit "A" to this Certificate were duly adopted by Long Lake Estates Property Owners Association, Inc. at a duly called meeting of the Board of Directors dated December 20, 2006. The Second Amended and Restated Declaration of Covenants and Restrictions of Long Lake Estates is recorded in Official Records Book 11372, at Page 1952, of the Public Records of Palm Beach County, Florida. The original Declaration of Covenants and Restrictions of Long Lake Estates is recorded in Official Records Book 2831, at Page 1867, of the Public Records of Palm Beach County, Florida

DATED this 11 day of January, 2007.

WITNESSES:

Ronnie Abelson
Signature
Ronnie Abelson
Print Name
Ronnie Abelson
Signature
Ronnie Abelson
Print Name

**LONG LAKE ESTATES PROPERTY OWNERS
ASSOCIATION, INC.**

By: [Signature]
Andrew Mosberg, President

By: [Signature]
Cathy Baker, Secretary

STATE OF FLORIDA)

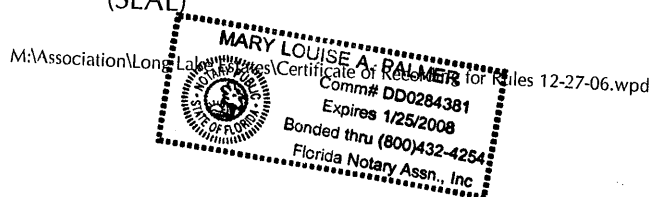
COUNTY OF PALM BEACH)

) ss:

The foregoing instrument was acknowledged before me this 11 day of Jan
Andrew Mosberg as President, and Cathy Baker, as Secretary, Long Lake Estate
Association, Inc., who are Personally Known ☒ or Produced Identification ☐

Type of Identification Produced: personally
[Signature]
NOTARY PT

(SEAL)



Long Lake Estates Property Owners Association Inc.

Rules and Regulations

Revised December 20, 2006

No animals except dogs and cats are allowed in the community.

Dogs must be leashed, cannot be a nuisance to others and proper scooper laws followed.

Parking- Four-wheel passenger cars permitted. Any other type of vehicle must be enclosed in a garage. No Commercial Vehicles or Recreational Vehicles including boat trailers, etc. can be parked outside on any lot in the community.

Driving of any motorized vehicles on the roads of the community is limited to those that hold a valid drivers license.

All Domestic help must park in the Homeowner's driveway and not the road.

No for sale or rent signs permitted.

No commercial activities permitted at any time.

Satellite dishes over 18 " not permitted. Less than 18" must have ARC approval.

No powerboats of any kind permitted in the lakes. Paddleboats, small sailboats, rowboats and canoes are permitted.

Holiday decorations may be installed two weeks prior to the holiday and must be removed one week after the holiday with the exception of Thanksgiving, Hanukkah, and Christmas: such decorations may be installed two weeks before Thanksgiving and removed by January 10.

Any rental agreement must be submitted to the management company along with a \$500 security bond payable to the Association. The security bond shall be returned to the owner at the end of said lease, provided the tenant has complied with all rules and regulations.

During periods of severe flooding, such situation to be determined by management, all traffic except for residents and emergency vehicles will be denied access into the community. All construction will be halted.

No vendors may fish in the lakes unless accompanied by a homeowner.

No garage sales, auctions or similar events are permitted.

Furniture deliveries permitted as follows:

Monday – Friday 8 am- 8 pm

Saturday 8 am- 6 pm

Sunday None Allowed

Homeowners moving in or out- Moving vans permitted any time 7 days per week

Sales brochures not permitted at vacant homes due to security considerations.

Residents inviting a group to their home will give the guardhouse a list of visitors. All passengers in a car must be on the visitor's list or the car will not be permitted to enter the community. Any function in excess of 50 people must employ a security guard from Long Lake's security company. Arrangements must be made a week in advance.

Owners with homes for sale will notify the guardhouse when an "open house" is to be held. Hours are:

Monday- Saturday 10 am- 4 pm

Sunday 10 am – 4 pm

No off the street individuals will be permitted.

Real estate brokers must list all potential purchasers with the guardhouse.

No large amount of sod or other large landscaping material can be delivered after 12 noon on Friday.

Weekend repairs.

Quiet inside work by a contractor or workmen is permitted on a Saturday only if the Homeowner is OCCUPYING the residence. (Has moved in)

No outside work is permitted on the weekend.

Sunday- No work is permitted

Any contractors that habitually speeds through the community will be warned, and then banned from the community.

Garbage cans are to be placed at the end of each driveway, not in the road, no earlier than 6 pm the evening before pick-up, and removed by the following morning after pick up.

Hurricane Shutters- ARC approval is required prior to their installation. Plywood or aluminum shutters can be put up at the start of a "hurricane watch" and must be removed no more than 72 hours after the storm passes and electricity is restored.

Mobile cash washers are not permitted in the community on the week-end

Emergency Situations:

Contractors are permitted into the community on the weekend or after normal work hours in an emergency situation.

We have defined an emergency situation as follows:

Broken Pipe

Roof Leak

Septic Tank Problem

Telephone Service Problem

Cable TV Problem

Air Conditioning

FPL problem

Electrical Emergency

Alarm System Problem

Insect Invasion

This Instrument prepared by
and to be returned to:
Steven G. Rappaport, Esquire
Sachs Sax Caplan
6111 Broken Sound Parkway NW, Suite 200
Boca Raton, FL 33487
(561) 994-4499

CFN 20100077511
OR BK 23717 PG 0219
RECORDED 03/01/2010 15:13:17
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0219 - 220; (2pgs)

**CERTIFICATE OF AMENDMENT
TO THE
SECOND AMENDED AND RESTATED BYLAWS OF
LONG LAKE ESTATES PROPERTY OWNERS ASSOCIATION, INC.**

I HEREBY CERTIFY that the amendment attached as Exhibit "A" to this Certificate was duly adopted as an amendment to the Second Amended and Restated Bylaws of Long Lake Estates Property Owners Association, Inc. The original Declaration of Covenants and Restrictions of Long Lake Estates is recorded in Official Records Book 2831, at Page 1867, of the Public Records of Palm Beach County, Florida. The Second Amended and Restated Declaration of Covenants and Restrictions of Long Lake Estates is recorded in Official Records Book 11372, at Page 1952, of the Public Records of Palm Beach County, Florida. The Second Amended and Restated Bylaws of Long Lake Estates Property Owners Association, Inc. are recorded in Official Records Book 11372, at Page 1979, of the Public Records of Palm Beach County, Florida.

DATED this 22 day of FEBRUARY, 2010.

WITNESSES

LONG LAKE ESTATES PROPERTY OWNERS
ASSOCIATION, INC.

Diana Dunn
Signature

By: Andrew Meisberg, President

Diana Dunn
Print Name

Bonnie Abelson
Signature

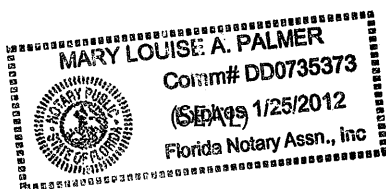
By: Cathy Baker, Secretary

BONNIE ABELSON
Print Name

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

The foregoing instrument was acknowledged before me this 22 day of FEB, 2010, by Andrew Meisberg as President, and Cathy Baker, as Secretary, Long Lake Estates Property Owners Association, Inc., who are Personally Known [] or Produced Identification [].

Type of Identification Produced: personally



Mary Louise A. Palmer
NOTARY PUBLIC, State of Florida at Large

Exhibit "A"

**AMENDMENT TO THE
SECOND AMENDED AND RESTATED BYLAWS
OF LONG LAKE ESTATES PROPERTY OWNERS ASSOCIATION, INC.**

The original Declaration of Covenants and Restrictions for Long Lake Estates is recorded in Official Records Book 2831, at Page 1867, of the Public Records of Palm Beach County, Florida. The Amended and Restated Declaration of Covenants and Restrictions for Long Lake Estates is recorded in Official Records Book 7293, at Page 1747, of the Public Records of Palm Beach County, Florida. The Second Amended and Restated Declaration of Covenants and Restrictions for Long Lake Estates is recorded in Official Records Book 11372, at Page 1952, of the Public Records of Palm Beach County, Florida. The Second Amended and Restated Bylaws of Long Lake Estates Property Owners Association, Inc. are recorded in Official Records Book 11372, at Page 1979, of the Public Records of Palm Beach County, Florida.

As indicated herein, words underlined are added and words ~~struck through~~ are deleted.

Item 1: Article VII, Section B of the Second Amended and Restated Bylaws of Long Lake Estates Property Owners Association, Inc. (the "Bylaws") shall be amended by the creation of a new Paragraph 3 as follows:

3. The Board of Directors shall have the authority to suspend an owner's or an owner's tenants use of bar code privileges for gate entry when an owner fails to pay the quarterly maintenance. This rule will be enforced when the quarterly maintenance is not paid by the sixtieth (60th) day after becoming due. Quarterly maintenance is due the first day of the calendar quarter. Therefore, if any owner has not paid their January quarterly maintenance by March 3rd, they will have their decal deactivated and be forced to enter the community via the visitor's line.

This Instrument Prepared By:
Steven G. Rappaport, Esquire
Sachs & Sax
301 Yamato Road, Suite 4150
Boca Raton, FL 33431
(561) 994-4499

CFN 20080264894
OR BK 22757 PG 0618
RECORDED 07/15/2008 15:17:46
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0618 - 621; (4pgs)

**CERTIFICATE OF AMENDMENT
TO THE RULES AND REGULATIONS
FOR LONG LAKE ESTATES PROPERTY OWNERS ASSOCIATION, INC.**

I HEREBY CERTIFY that the amendment to the Rules and Regulations for Long Lake Estates Property Owners Association, Inc., attached to this Certificate was duly adopted by Long Lake Estates Property Owners Association, Inc. by the unanimous written consent of the Board of Directors dated May 13, 2008. The Second Amended and Restated Declaration of Covenants and Restrictions of Long Lake Estates is recorded in Official Records Book 11372, at Page 1952, of the Public Records of Palm Beach County, Florida. The original Declaration of Covenants and Restrictions of Long Lake Estates is recorded in Official Records Book 2831, at Page 1867, of the Public Records of Palm Beach County, Florida

DATED this 13 day of MAY, 2008.

WITNESSES:

**LONG LAKE ESTATES PROPERTY OWNERS
ASSOCIATION, INC.**

Ronnie Abelson
Signature
Ronnie ABELSON
Print Name

By: [Signature]
Andrew Mosberg, President

Cathy Baker
Signature
Cathy Baker
Print Name

By: [Signature]
Cathy Baker, Secretary

STATE OF FLORIDA)

) ss:

COUNTY OF PALM BEACH)

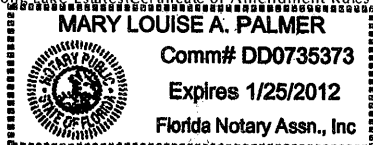
The foregoing instrument was acknowledged before me this 13 day of MAY, 2008, by Andrew Mosberg as President, and Cathy Baker, as Secretary, Long Lake Estates Property Owners Association, Inc., who are Personally Known ☒ or Produced Identification ☐.

Type of Identification Produced: _____

(SEAL)

Mary Louise A. Palmer
NOTARY PUBLIC, State of Florida

M:\Association\Long Lake Estates\Certificate of Amendment Rules 5-20-08.wpd



UNANIMOUS WRITTEN CONSENT
of the
BOARD OF DIRECTORS
of
LONG LAKE ESTATES PROPERTY OWNERS ASSOCIATION, INC.

THE UNDERSIGNED, being all the Directors of LONG LAKE ESTATES PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation ("Association"), hereby unanimously consent to and adopt the following Resolution:

Adoption of Board Resolution

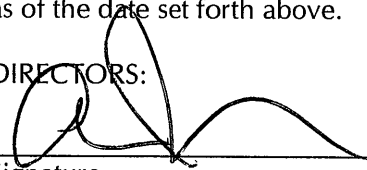
____ Resolved, that the Board of Directors hereby approves the amendment to the Rules and Regulations of the Association governing the installation of hedges on the individual Lots as identified in the Board Resolution attached hereto as Exhibit "A".

I HEREBY CERTIFY that the foregoing Resolution appears in the Official Records of the Association and is unrevoked.

Date: 5/13/, 2008

The undersigned being all of the Directors of the Association have executed this Resolution as of the date set forth above.

DIRECTORS:



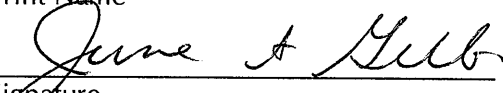
Signature

5/13/08

Date

ANDREW MOSBERG

Print Name



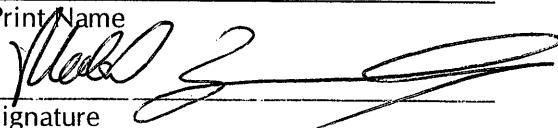
Signature

5/13/08

Date

JUNE A. GELB

Print Name



Signature

5/13/08

Date

MICHAEL ZACCARELLO

Print Name



Signature

5/13/08

Date

SHARON PARKER

Print Name



Signature

5/13/08

Date

Cathy Baker

Print Name

EXHIBIT "A"

BOARD RESOLUTION FOR LONG LAKE ESTATES PROPERTY OWNERS ASSOCIATION, INC.

WHEREAS, Section I(E)(4) of the Second Amended and Restated Declaration of Covenants and Restrictions of Long Lake Estates ("Declaration") provides the ARC and the Board of Directors with the authority to promulgate Rules and Regulations as it deems necessary and proper, setting forth guidelines and procedures to be followed by any applicant seeking approval from the ARC for improvements on the property;

WHEREAS, the Board of Directors has determined that it is in the best interests of the community to allow Owners to install and/or maintain existing hedges on the rear (except the rear of Lake Lots) and side portions of their individual Lots at the Owners preferred height up to a maximum of fifteen (15') feet, as well as on the front of their individual Lots at the Owners preferred height up to a maximum of six (6') feet, as long as such Owners receive the necessary approvals and variances which may be necessary from Palm Beach County or any other applicable governmental entity;

NOW THEREFORE, be it resolved as follows that the Rules and Regulations and Architectural Guidelines of the Association shall be amended by the creation of the following new Rule:

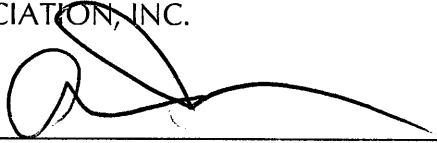
1. If an Owner obtains all necessary permits, approvals and/or variances from Palm Beach County or any other applicable governmental entity, such Owner, upon written approval by the ARC, shall be entitled to install and/or maintain existing hedges of any height up to a maximum of fifteen (15') feet, along the rear (except the rear of Lake Lots) or sides of such Owner's Lot. The ARC shall continue to have the authority to approve of the installation of such hedges, including the approval of the type of hedge installed or the location on the individual Lot.
2. If an Owner obtains all necessary permits, approvals and/or variances from Palm Beach County or any other applicable governmental entity, such Owner, upon written approval by the ARC, shall be entitled to install and/or maintain existing hedges of any height up to a maximum of six (6') feet, along the front of such Owner's Lot. The ARC shall continue to have the authority to approve of the installation of such hedges, including the approval of the type of hedge installed or the location on the individual Lot.
3. Any such Owner wishing to maintain hedges at a height that would require a variance from Palm Beach County or other applicable governmental entity, must also obtain the approval of his or her adjoining Owner(s), which approval, once granted in writing by the adjoining Lot Owner, may not be revoked. Further, any such approval given by an adjoining Lot Owner shall be binding on such adjoining Lot Owner's successors and assigns, including any future Owner of such adjoining Lot.
4. Any hedges approved by the Association or ARC pursuant to this Rule must still be in accordance with the remainder of the Association's governing documents, including the Declaration and Rules and Regulations or

Architectural Guidelines and Criteria, as same may be amended from time to time. Therefore, all hedges, no matter the height and location, must be maintained in a proper state of repair, and in accordance with any specifications as determined by the Association. Further, nothing shall prohibit the Association from implementing additional Rules and Regulations governing the installation of hedges on the individual Lots.

5. Where an Owner has installed and/or is maintaining hedges pursuant to this Rule, and where Palm Beach County or any other applicable governmental entity has revoked or rescinded its variance or approval, or has otherwise amended the applicable Code provisions to prohibit the installation of any such approved hedge pursuant to this Rule, said Owner may be required to remove such hedge or cut back such hedge so as to comply with any future approval or Code provision at such Lot Owner's expense.
6. Hedges located on the rear portion of any Lots abutting a lake shall not be entitled to a variance, whether or not a variance would otherwise be attainable through Palm Beach County or any other governmental entity, and whether or not an adjoining Lot Owner would approve of same. Any hedging on the rear portion of a Lot abutting a lake shall be required to adhere to all Palm Beach County and any other governmental entity's Codes, Ordinances and laws, as well as any restrictions in the Association Rules and Regulations and Architectural Guidelines, as same may be amended from time to time.

Dated: MAY 13, 2008

LONG LAKE ESTATES PROPERTY OWNERS
ASSOCIATION, INC.

By: 

Andrew Mosberg, President



This instrument prepared by:
Steven G. Rappaport, Esq.
Sachs & Sax
Suite 4150, 301 Yamato Road
Boca Raton, FL 33431

CFN 20070550220
OR BK 22303 PG 1702
RECORDED 12/06/2007 15:05:15
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1702 - 1705; (4pgs)

**CERTIFICATE
LONG LAKE ESTATES PROPERTY OWNERS ASSOCIATION, INC.**

**STATEMENT OF MARKETABLE TITLE ACTION
UNDER CHAPTER 712, FLA. STAT.**

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

Before me, the undersigned authority, did personally appear ANDREW MORBERG and CATHY BAKER as President and Secretary of LONG LAKE ESTATES PROPERTY OWNERS ASSOCIATION, INC. ("Association"), who being duly sworn, did depose and state:

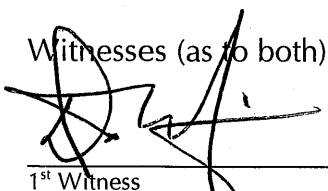
1. On NOVEMBER 19, 2007, the Board of Directors of Association caused a Statement of Marketable Title Action to be mailed to the members of Association. A copy of the aforesaid Notice is attached hereto as Exhibit "A" and incorporated herein.

2. On NOVEMBER 27, 2007, at a meeting of the Board of Directors at which a quorum was present and acting throughout, at least two-thirds (2/3) of the total number of Directors of Association approved the preservation of the Long Lake Estates Declaration of Covenants and, Restrictions, as recorded in Official Records Book 2831, page 1867, in the Public Records of Palm Beach County, Florida, as provided in the Notice attached as Exhibit "A", and Chapter 712, Fla. Stat.

3. The approval of the preservation of the Declaration of Covenants and Restrictions appears in the records of Association.

FURTHER AFFIANTS SAYETH NAUGHT.

Witnesses (as to both):



1st Witness

DAVID MARFINO

Printed Name

LONG LAKE ESTATES PROPERTY
OWNERS ASSOCIATION, INC.

By: 

Signature

ANDREW MORBERG, President

Jane A. Gelb
2nd Witness
Jane A. Gelb.
Printed Name

ATTEST:

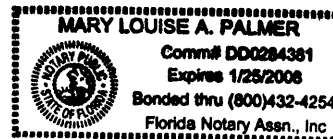
Cathy Baker
Signature
CATHY BAKER, Secretary
Printed Name

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

The foregoing instrument was acknowledged before me this 27 day of November, 2007 by Anna Moser, as President, and Cathy Baker, as Secretary of THE LONG LAKE ESTATES PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the Association. They are personally known to me or have produced personally as identification.

Mary Louise A. Palmer
NOTARY PUBLIC, State of Florida

M:\Association\Long Lake Estates\Certificate of Marketable Title Action.wpd



AFFIDAVIT
OF
MAILING NOTICE
OF
MEETING OF THE BOARD OF DIRECTORS
OF
LONG LAKE ESTATES PROPERTY OWNERS ASSOCIATION, INC.
("Association")

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

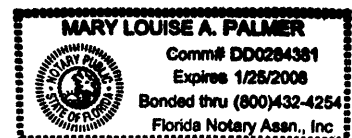
I, CATHY BAKER, being Secretary of the Association, do hereby state and affirm as follows:

1. That I caused to be placed in the United States Mail, first class, postage prepaid, on the 19 day of NOVEMBER, 2007, the Notice of Meeting of the Board of Directors of Association to be held on NOVEMBER 27, 2007, addressed to the members of record of the Association, at their latest addresses on file with the Association, a true copy of which Notice is attached hereto and made a part hereof.

Cathy Baker
Printed Name: CATHY BAKER
Title: Secretary

The foregoing instrument was acknowledged before me this 27 day of November, 2007, by CATHY BAKER, as Secretary LONG LAKE ESTATES PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the Corporation. He/she is personally known to me or has produced personally as identification.

Mary Louise A. Palmer
NOTARY PUBLIC
PRINT/STAMP/TYPE NAME:
COMMISSION EXPIRES:
COMMISSION NUMBER:



**Long Lake Estates Property Owners Association, Inc.
c/o United Community Management Corp.
11784 West Sample Road
Coral Springs, FL 33065
561-637-2991**

To: All Homeowners
From: Board of Directors
Date: November 19, 2007

**Board of Directors Meeting
Tuesday
November 27, 2007
5:00 pm
at the
Guard House**

The purpose of the meeting is to renew our Restrictive Covenants as follows:

STATEMENT OF MARKETABLE TITLE ACTION

Long Lake Estates Property Owners Association, Inc. ("Association") has taken action to ensure that the Long Lake Estates Declaration of the Covenants and Restrictions recorded in the Official Records Book 2831, page 1867 *et seq.*, of the Public Records of Palm Beach County, Florida, as may be amended from time to time, currently burdening the property of each and every member of the Association, retains its status as the source of marketable title with regard to the transfer of a member's residence. To this end, the Association shall cause the notice required by Chapter 712, Fla. Stat., to be recorded in the Public Records of Palm Beach County, Florida. Copies of this notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association.

SACHS SAX CAPLAN

ATTORNEYS AT LAW

SUITE 200
6111 BROKEN SOUND PARKWAY NW
BOCA RATON, FLORIDA 33487

TELEPHONE (561) 994-4499
DIRECT LINE (561) 237-6888
FACSIMILE (561) 994-4985

STEVEN G. RAPPAPORT, ESQ.
ALSO ADMITTED IN THE DISTRICT OF COLUMBIA
e-mail: srappaport@ssclawfirm.com

March 8, 2010

Andrew Mosberg, President
Long Lake Estates Property Owners Association, Inc.
c/o United Community Management
11784 West Sample Road
Coral Springs, Florida 33065

**Re: Long Lake Estates Property Owners' Association, Inc.
Our File No. 0569.01**

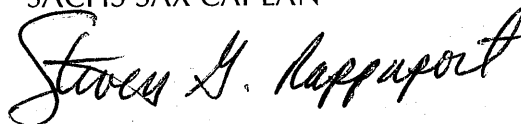
Dear Mr. Mosberg:

Enclosed please find the recorded amendment to the Second Amended and Restated Bylaws of Long Lake Estates Property Owners Association, Inc. As you can see, the amendment was recorded on March 1, 2010, in Official Records Book 23717, at Page 219, in the Public Records of Palm Beach County, Florida. Please note that we have retained a copy for our document file.

Should you have any additional questions or concerns regarding this matter, please do not hesitate to contact us.

Very truly yours,

SACHS SAX CAPLAN



STEVEN G. RAPPAPORT

SGR/eb
Enclosure

SACHS & SAX

ATTORNEYS AT LAW

SUITE 4150
301 YAMATO ROAD
BOCA RATON, FLORIDA 33431

TELEPHONE (561) 994-4499
DIRECT LINE (561) 237-6888
FACSIMILE (561) 994-4985

STEVEN G. RAPPAPORT, ESQ.
ALSO ADMITTED IN THE DISTRICT OF COLUMBIA
e-mail: srappaport@sslawfl.com

December 14, 2007

Andrew Mosberg, President
Long Lake Estates Property Owners Association, Inc.
c/o United Community Management
11784 West Sample Road
Coral Springs, Florida 33065

**Re: Long Lake Estates Property Owners' Association, Inc.
Our File No. 0569.01**

Dear Mr. Mosberg:

Enclosed please find the recorded MRTA package for Long Lake Estates Property Owners' Association, Inc. As you can see, the package was recorded on December 6, 2007, in Official Records Book 22303, at Page 1702, in the Public Records of Palm Beach County. Please note that we have also retained copies for our document file.

Should you have any additional questions regarding this matter, please do not hesitate to contact us.

Very truly yours,

SACHS & SAX



STEVEN G. RAPPAPORT

SGR/eb
Enclosure



11784 West Sample Rd., Coral Springs, FL 33065
(954) 752-8119 • (561) 637-2991 • (305) 944-8447 • Fax (954) 752-3352
www.unitedcommunity.net

To: Steven Rappaport
From: Andrew Mosberg

November 28, 2007

Re: Long Lake Estates Property Owners Assn, Inc.
Marketable Title Action

Enclosed are the Marketable Title Action certificate, affidavit of mailing and the notice of the meeting.

This was passed by the entire board at last nights meeting.

After this has been recorded, please send me a recorded copy.

This instrument prepared by:
Steven G. Rappaport, Esq.
Sachs & Sax
Suite 4150, 301 Yamato Road
Boca Raton, FL 33431

**CERTIFICATE
LONG LAKE ESTATES PROPERTY OWNERS ASSOCIATION, INC.**

**STATEMENT OF MARKETABLE TITLE ACTION
UNDER CHAPTER 712, FLA. STAT.**

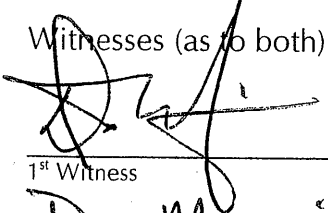
STATE OF FLORIDA)
 : ss.:
COUNTY OF PALM BEACH)

Before me, the undersigned authority, did personally appear ANDREW MORGERG and CATHY OAKES as President and Secretary of LONG LAKE ESTATES PROPERTY OWNERS ASSOCIATION, INC. ("Association"), who being duly sworn, did depose and state:

1. On November 19, 2007, the Board of Directors of Association caused a Statement of Marketable Title Action to be mailed to the members of Association. A copy of the aforesaid Notice is attached hereto as Exhibit "A" and incorporated herein.
2. On November 27, 2007, at a meeting of the Board of Directors at which a quorum was present and acting throughout, at least two-thirds (2/3) of the total number of Directors of Association approved the preservation of the Long Lake Estates Declaration of Covenants and, Restrictions, as recorded in Official Records Book 2831, page 1867, in the Public Records of Palm Beach County, Florida, as provided in the Notice attached as Exhibit "A", and Chapter 712, Fla. Stat.
3. The approval of the preservation of the Declaration of Covenants and Restrictions appears in the records of Association.

FURTHER AFFIANTS SAYETH NAUGHT.

Witnesses (as to both):



1st Witness

DAN MARFINO

Printed Name

LONG LAKE ESTATES PROPERTY
OWNERS ASSOCIATION, INC.

By: 

Signature

ANDREW MORGERG, President

Jane A. Gelb
2nd Witness
Jane A. Gelb.
Printed Name

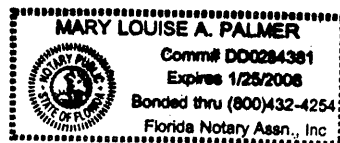
ATTEST:
Cathy Baker
Signature
CATHY BAKER, Secretary
Printed Name

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

The foregoing instrument was acknowledged before me this 27 day of November, 2007 by Andrew Moser, as President, and Cathy Baker, as Secretary of THE LONG LAKE ESTATES PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the Association. They are personally known to me or have produced personally as identification.

Mary Louise A. Palmer
NOTARY PUBLIC, State of Florida

M:\Association\Long Lake Estates\Certificate of Marketable Title Action.wpd



AFFIDAVIT
OF
MAILING NOTICE
OF
MEETING OF THE BOARD OF DIRECTORS
OF
LONG LAKE ESTATES PROPERTY OWNERS ASSOCIATION, INC.
("Association")

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

I, CATHY BAKER, being Secretary of the Association, do hereby state and affirm as follows:

1. That I caused to be placed in the United States Mail, first class, postage prepaid, on the 19 day of NOVEMBER, 2007, the Notice of Meeting of the Board of Directors of Association to be held on NOVEMBER 27, 2007, addressed to the members of record of the Association, at their latest addresses on file with the Association, a true copy of which Notice is attached hereto and made a part hereof.

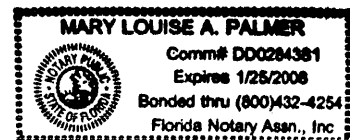
Cathy Baker

Printed Name: CATHY BAKER
Title: Secretary

The foregoing instrument was acknowledged before me this 29 day of NOVEMBER, 2007, by CATHY BAKER, as Secretary LONG LAKE ESTATES PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the Corporation. He/she is personally known to me or has produced personally as identification.

Mary Louise A. Palmer

NOTARY PUBLIC
PRINT/STAMP/TYPE NAME:
COMMISSION EXPIRES:
COMMISSION NUMBER:



**Long Lake Estates Property Owners Association, Inc.
c/o United Community Management Corp.
11784 West Sample Road
Coral Springs, FL 33065
561-637-2991**

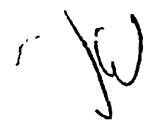
To: All Homeowners
From: Board of Directors
Date: November 19, 2007

**Board of Directors Meeting
Tuesday
November 27, 2007
5:00 pm
at the
Guard House**

The purpose of the meeting is to renew our Restrictive Covenants as follows:

STATEMENT OF MARKETABLE TITLE ACTION

Long Lake Estates Property Owners Association, Inc. ("Association") has taken action to ensure that the Long Lake Estates Declaration of the Covenants and Restrictions recorded in the Official Records Book 2831, page 1867 *et seq.*, of the Public Records of Palm Beach County, Florida, as may be amended from time to time, currently burdening the property of each and every member of the Association, retains its status as the source of marketable title with regard to the transfer of a member's residence. To this end, the Association shall cause the notice required by Chapter 712, Fla. Stat., to be recorded in the Public Records of Palm Beach County, Florida. Copies of this notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association.

 This instrument was prepared by:
Larry Z. Glickman, Esq.
Sachs, Sax & Klein, P.A.
301 Yamato Road
Boca Raton, FL 33481-0037

**CERTIFICATE of
SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS AND
RESTRICTIONS,
SECOND AMENDED AND RESTATED ARTICLES OF INCORPORATION and
SECOND AMENDED AND RESTATED BYLAWS of
LONG LAKE ESTATES**

This Certificate of Second Amended and Restated Declaration of Covenants and Restrictions, Second Amended and Restated Articles of Incorporation and Second Amended and Restated Bylaws of Long Lake Estates is made this 22 day of September, 1999 by the President and the Secretary, respectively, of Long Lake Estates Property Owners Association, Inc. ("Association"), as follows:

WITNESSETH:

WHEREAS, the Long Lakes Estates Declaration of Covenants and Restrictions recorded in Official Records Book 2831, at Page 1867, *et seq.*, of the Public Records of Palm Beach County, Florida (the "Declaration") established covenants running with the land therein described; and

WHEREAS, the Declaration was amended by instruments recorded at Official Records Book 3980, at Page 139, *et seq.*; at Official Records Book 4161, at Page 295, *et seq.*; and at Official Records Book 7293, Page 1747, at Page 1749, *et seq.*, of the Public Records of Palm Beach County, Florida; and

WHEREAS, Section II, paragraph 32(b)(i) of the Declaration provides that the Declaration as amended may be further amended by the affirmative vote of not less than seventy five (75%) percent of the votes of the entire Board of Directors, and not less than a majority of the votes of the eligible voting membership of the Association; and

WHEREAS, the Articles of Incorporation of the Association have been filed with the Secretary of State of the State of Florida on December 27, 1977 (the "Articles"); and

WHEREAS, Amended and Restated Articles were recorded at Official Records Book 7293, Page 1747, at Page 1762, *et seq.*, of the Public Records of Palm Beach County, Florida, and filed with the Secretary of State of the State of Florida on July 23, 1992; and

WHEREAS, Article XI, paragraph B(1) of the Articles provides that the Articles as amended may be further amended by the affirmative vote of not less than seventy five (75%) percent of the votes of the entire Board of Directors, and not less than a majority of the votes of the eligible voting membership of the Association; and

WHEREAS, the Bylaws of the Association (the "Bylaws") were amended by instruments recorded at Official Records Book 4161, at Page 295, *et seq.*; and at Official Records Book 7293, Page 1747, at Page 1771, *et seq.*, of the Public Records of Palm Beach County, Florida; and

WHEREAS, Article XI, paragraph B(1) of the Bylaws provides that the Bylaws as amended may be further amended by the affirmative vote of not less than seventy five (75%) percent of the votes of the entire Board of Directors, and not less than a majority of the votes of the eligible voting membership of the Association; and

WHEREAS, the Association desires to provide record notice to all current and future parties with an interest in the property subject to the Declaration, Articles and Bylaws of the adoption of further amendments to the aforesaid documents in 1998; and

WHEREAS, the Association desires that for the convenience of members of Association, the Declaration, Articles and Bylaws as amended through the date hereof be consolidated, that scrivener's errors be corrected, and that said documents be re-recorded in the Public Records;

NOW THEREFORE, the President and Secretary of the Association hereby certify to the following:

1. A meeting of the members of Association was called for the purpose of amending the Declaration, Articles and Bylaws and was duly noticed and held on the 12th day of February, 1998, in accordance with the governing documents of Association.

2. At said meeting not less than seventy five (75%) percent of the votes of the entire Board of Directors, and not less than a majority of the votes of the eligible voting membership of the Association affirmatively voted to adopt amendments to Section I, paragraph I(1) of the Declaration; Article V, paragraphs E, J and K, and Article VII, paragraphs B(2) and B(4) of the Articles; and Article IV, paragraph A(1)(c), and Article VII, paragraphs B(2), C(1), C(6) and H of the Bylaws.

3. The Board of Directors of Association hereby effects the correction of scrivener's errors at Section II, paragraph 32(c) of the Declaration and Article V, paragraph E of the Articles.

4. The Board of Directors of Association hereby re-records the Declaration at Exhibit "A" attached hereto and made a part hereof; the Articles at Exhibit "B" attached hereto and made a part hereof; and the Bylaws at Exhibit "C" attached hereto and made a part hereof; all of the foregoing as amended through the date hereof and hereby corrected.

IN WITNESS WHEREOF, the undersigned have set their hand and seal this 22 day of September, 1999.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

LONG LAKE ESTATES PROPERTY
OWNERS' ASSOCIATION, INC.

[Signature]
Print Name: PETER N. BON. TATBUS

[Signature], President

[Signature]
Print Name: PETER N. BON. TATBUS

[Signature], Secretary

[CORPORATE SEAL]

STATE OF FLORIDA)
) ss.
COUNTY OF Palm Bch)

The foregoing instrument was acknowledged before me this 22 day of September, 1999, by Jane Galt and Andy Mosher as President and Secretary, respectively, of LONG LAKE ESTATE PROPERTY OWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the Corporation. They are personally known to me or have produced _____ as identification and did/ did not take an oath.

[Signature]
NOTARY PUBLIC
PRINT/STAMP/TYPE NAME: SANDRA HAAG-DOYLE
COMMISSION EXPIRES: NOV 18, 2003
COMMISSION NUMBER: CC 855779.



Sandra Haag-Doyle
MY COMMISSION # CC855779 EXPIRES
November 18, 2003
BONDED THRU TROY FAY INSURANCE, INC.

EXHIBIT "A"

**SECOND AMENDED AND RESTATED
LONG LAKE ESTATES
DECLARATION OF COVENANTS AND RESTRICTIONS**

THIS DECLARATION, was originally made on December 8, 1977, by R.T. Milord Company, a Delaware corporation, hereinafter referred to as "Milord";

WITNESSETH:

WHEREAS, Milord, at the time of recording this Declaration of Covenants and Restrictions, was the owner of certain real property designated and known as LONG LAKE ESTATES, in the County of Palm Beach, State of Florida, which is legally described in Exhibit D attached hereto; and,

WHEREAS, it was the desire of Milord that by the recording of this Declaration of Covenants and Restrictions in Official Records Book 2831, page 1867, et seq., and all amendments hereto, recorded in the Public Records of Palm Beach County, Florida (hereinafter the "Declaration"), those certain covenants, conditions, easements, restrictions, charges and liens created herein shall govern and control the development and use of the lots, units or parcels within LONG LAKE ESTATES so as to create and provide a continued means to assure uniformity and harmony therein and to enhance the residential property values thereof:

NOW, THEREFORE, Milord declared that, by virtue of recording the Declaration, all of the real property described above shall be held, sold and conveyed subject to the following covenants, conditions, easements, restrictions, charges and liens which shall run with real property and be binding on all persons having any right, title or interest in said property or any part thereof and their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

SECTION I. LONG LAKE ESTATES PROPERTY OWNERS ASSOCIATION

At or about the time of the filing of this LONG LAKE ESTATES Declaration, there has been formed the LONG LAKE ESTATES PROPERTY OWNERS ASSOCIATION, INC. (hereinafter called the "Association"), a Florida corporation not for profit, by the filing of Articles of Incorporation therefore in the office of the Secretary of State, Tallahassee, Florida. As more fully set forth in its Articles of Incorporation and Bylaws, the Association was formed to function as the instrumentality of property owners in LONG LAKE ESTATES for the purpose of controlling and regulating residential development within LONG LAKE ESTATES: of promoting, assisting and

furthering adequate and proper maintenance of LONG LAKE ESTATES and the lots, units or parcels therein for the benefit of all owners therein; and of otherwise engaging in such additional lawful activities for the benefit, use, convenience and enjoyment of its Members as it deems proper. In this PUD known as LONG LAKE ESTATES, Milord hereby agreed and herein provided agreements, covenants and deed restrictions running with the land. These agreements, covenants or deed restrictions provide for the maintenance of the common areas. They also provide that the portion of the plat is vacated. In the event any residential unit built under this section is destroyed or removed by or for any cause, if replaced said unit shall be replaced with a unit in conformity herewith.

A. Membership. Every person or entity (including Milord) shall automatically become a Member of the Association upon acquisition of a fee simple title (or, in the case of Milord, upon filing of this Declaration) of any lot by the filing of record therefor a deed in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, evidencing such ownership. Membership shall continue until such time as the Member transfers or conveys of record said interest, or said interest is transferred and conveyed by operation of the law, at which time said membership (with respect to the lot conveyed) shall automatically be conferred upon the transferee. Membership shall be appurtenant to and may not be separated from ownership of any lot, unit or parcel which is subject to this Declaration of Covenants and Restrictions. Notwithstanding the provisions hereof, no person or entity who holds an interest of any type or nature whatsoever in a lot in LONG LAKE ESTATES only as the security for performance of an obligation shall be a member of the Association.

B. Membership Voting. Each lot, unit or parcel, as the case may be, shall have one (1) vote at any Association meeting or election held in accordance with the Articles of Incorporation or the Bylaws of the Association. Should a lot, unit or parcel be divided as to ownership so that separate and distinct owners or multiples of owners own separate portions thereof, Owners shall designate one (1) Voting Member.

C. Board of Directors. The Board of Directors of the Association shall consist of five (5) Members. Boards of Directors shall be constituted and elected in accordance with the Articles of Incorporation and the Bylaws of the Association.

D. Officers. Officers of the Association shall be appointed by the Board of Directors of the Association in accordance with the Articles of Incorporation and Bylaws of the Association.

E. Architectural Review Committee. In addition to the appointment of the officers referred to in Section I.D, hereof, the Board of Directors of the Association, appoint an Architectural Review Committee (hereinafter called the "A.R.C.") for the purposes hereinafter set forth in this Section I.E.

1. Membership and Qualifications of the A.R.C. The A.R.C. shall consist of three (3) Members. The term of each member of the A.R.C. shall be for such period of time as the Board of Directors may determine in its sole discretion. At least one (1) member of the A.R.C. shall be a Director. The chairperson of the A.R.C. shall be a Director.

2. Purpose of the A.R.C. The A.R.C. shall provide for a systematic and uniform review of all proposed improvements and construction of any type or nature whatsoever within LONG LAKE ESTATES. The construction contemplated hereunder shall include, but not be limited to, any building, fence, wall, swimming pool, tennis courts, screen enclosure and screening of any type, sewer drains, disposal system, decorative building, landscaping and any and all types of structures or improvements, whether or not the purpose thereof is purely decorative or otherwise, and any additions, modifications and/or alterations thereof. The A.R.C. shall review all plans for said improvements, its being the intent herein to provide for the harmonious and aesthetically pleasing development of LONG LAKE ESTATES. The A.R.C. shall evaluate the proposed improvements with emphasis upon: exterior design, materials and color; location of the improvement in relationship to surrounding structures and/or improvements; topography; landscaping and conformity to the Restrictive Covenants imposed hereunder.

3. Review and Approval by A.R.C. The plans and specifications for any and all improvements referred to in Section I.E.2 above shall be reviewed by the A.R.C. No improvement of any type or nature whatsoever shall be commenced unless and until the approval thereof shall be obtained in writing from the A.R.C.

4. Rules and Regulations. The A.R.C., subject to the authority of the Board of Directors to overrule the A.R.C. and substitute its own rules and regulations at any time, shall promulgate such rules and regulations as it deems necessary and proper, setting forth guidelines and procedures to be followed by any applicant seeking its approval as required in Section I.E.3, hereof, which, in any event, shall not be in conflict with the provisions of this Declaration and which shall afford to each applicant a reasonable and adequate opportunity to present his proposal. All such rules and regulations, as same may exist and be amended from time to time, are hereby incorporated in and made part of this Declaration. The rules and regulations shall include, but not necessarily be limited to, an adequate application form for processing applications as the A.R.C. may deem necessary. Rules and regulations, as promulgated, shall be subject to the approval of the Board of Directors, and a copy thereof shall be provided to all Members of the Association. Any revisions, additions, deletions and/or amendments to the rules and regulations shall, likewise, have the approval of the Board of Directors of the Association, and copies shall be provided to each Member of the Association.

5. Procedure Before the A.R.C. An applicant may, at his discretion, initially request a meeting with a Member of the A.R.C. to discuss any proposed improvement or improvements that he may contemplate for the purpose of securing information regarding the Covenants and Restrictions set forth herein. Prior to the commencement of any work on the premises contemplated for improvement, an applicant must submit to the A.R.C., together with fully executed application form as may then be required by the A.R.C. and such additional information as the A.R.C. may reasonably require which includes two (2) sets of individually prepared plans and specifications, including exact evaluations for the proposed improvement or improvements in sufficient detail so that the A.R.C. may be able to adequately make the determinations required of it pursuant to this Declaration. No later than fifteen (15) days after receipt of said plans and specifications (unless the

applicant waives this time requirement in writing), the A.R.C. shall respond to the application in writing by approving said application, approving said application with required modifications, disapproving said application, or requiring additional information. In the latter event, the A.R.C. shall respond in writing no later than fifteen (15) days after receipt of said requested additional information (unless the applicant waives this time requirement in writing). In the event that the A.R.C. fails to respond within said fifteen (15) day period (or such additional time as may be allowed by the applicant pursuant to a waiver), the plans and specifications shall be deemed approved. In the event of approval of said plans and specifications, the applicant shall provide the A.R.C. with written notice of the following:

(a) Any proposed change in the plans and/or specifications as approved by the A.R.C. Any and all alterations, deletions, additions and changes of any type or nature whatsoever in the plans and/or specifications that effect overall size, position on lot, or exterior elevations as approved by the A.R.C., shall be subject to the approval of the A.R.C. in the same manner as is required for approval of original plans and/or specifications.

(b) Completion of Construction and, Where Applicable, the Receipt of a Certificate of Occupancy from the Building Department of the County of Palm Beach. Said improvement shall not be used, or in the instance where a Certificate of Occupancy is applicable, it shall not be occupied until such time as the A.R.C. has inspected the premises and approved same for compliance with plans and specifications as previously approved by the A.R.C. In the event the A.R.C. fails to respond within forty-eight (48) hours (excluding Saturdays, Sundays and legal holidays) after receipt of notice that the improvement is ready for inspection, said work shall be deemed approved, and this requirement shall be deemed waived by the A.R.C.

(c) Disapproval. In the event of disapproval of plans and/or specifications as submitted, no work or construction shall be commenced in furtherance of the proposed improvement. The applicant, in such event, may request a formal meeting with the A.R.C. to review plans and specifications as submitted, said meeting to take place no later than fifteen (15) days after written request for such meeting is received by the A.R.C. (unless applicant waives this time requirement in writing). The A.R.C. shall make a final written decision no later than fifteen (15) days after such meeting; and in the event said A.R.C. fails to provide such written decision, said plans and specifications shall be deemed disapproved. Upon continued disapproval, the applicant may request a formal meeting before the Board of Directors of the Association, which shall take place no later than thirty (30) days subsequent to the receipt by the said Board of Directors of the written notice of the request for such meeting (unless applicant waives this time requirement in writing). If the Board of Directors fails to grant such a meeting within thirty (30) days after receipt of request of such meeting, then the plans and specifications shall be deemed disapproved. The Board of Directors shall make a final decision no later than thirty (30) days after such meeting; and, in the event the Board of Directors fails to provide such written decision, such plans and specifications shall be deemed disapproved. The decision of the Board of Directors shall be final and binding upon the applicant, his heirs and assigns.

(d) The A.R.C. shall not approve the plans for the construction of any home commenced after February 7, 1984, unless said home meets the following minimum set back requirements:

- (I) Fifty feet (50') from the front property line; and
- (II) Fifteen feet (15') from the side property line; and
- (III) Forty feet (40') from the rear property line.

(e) The A.R.C. shall not approve the plans for the construction of any tennis court commenced after February 7, 1984, unless said tennis court meets the following minimum set back requirements:

- (I) Thirty feet (30') from the rear property line; and
- (II) Fifteen feet (15') from the side property line.

(f) The A.R.C. shall maintain the following rule in effect from February 7, 1984: A lot owner may place a construction trailer on his property after obtaining permission from the A.R.C. as to the location of the trailer and said trailer shall not be longer than twenty four feet, shall not be placed on the lot until the date that construction of the home is commenced, and shall be removed with five (5) days after the drywall is installed in the home.

F. LONG LAKE ESTATES PROPERTY OWNERS ASSOCIATION. All lot owners are Members of the Association and bound by its Articles of Incorporation and Bylaws attached hereto. The Association will have maintenance and operating responsibility for the gatehouse and security system, principal roads, parkways, planters, entrance, irrigation system, landscaping, common lighting, lakes and all other common shore line or road edge and/or easement that is incorporated in the boundaries of LONG LAKE ESTATES as indicated and described on the recorded plat, with the exception of any parcel dedicated to the local government (other than right-of-way on Clint Moore Road). The Association will include all property owners in LONG LAKE ESTATES and is empowered to make assessments against the Association, and each lot owner will, in turn, be assessed his proportionate share thereof.

G. Enforcement of Restrictions Set Forth in SECTION II Hereof, Entitled "Permitted and Prohibited Uses". The Association, through its Board of Directors, Officers and the A.R.C., shall have the authority to enforce those restrictions under SECTION II hereof.

H. Assessments. The Association, through its Board of Directors, shall have the power and authority to make and collect those assessments hereinafter set forth.

1. General Assessments. General assessments shall be made pursuant to the Basic Services and Road Reserves Budget and the Supplemental Budget, as provided in the Bylaws, and shall be made annually for the purpose of maintenance and/or management of the Association. Maintenance and management expenses referred to herein as being included within the scope of general assessments shall include, but not be limited to, the cost and expense of operation, maintenance and management fees; operating expenses of the property and the Association; maintenance, repairs and replacements; expenses and liabilities incurred by the Association in and about the enforcement of its rights and duties against Members and others, and the creation of reasonable contingencies for reserve requirements for the protection of the Members, its property, and all other expenses deemed by the Association to be necessary and proper for the management, maintenance and repair of said property. The Association shall annually estimate the amount of expenses it expects to incur and the period of time involved therein and may assess its Members sufficient monies to meet this estimate. All notices of assessments from the Association to the Members shall designate when they are due and payable. All general assessments shall be a uniform rate for each lot, so that each lot subject to this Declaration shall be assessed as follows:

Each lot will be assessed 1/126th of the total general assessment.

General Assessments shall be quarterly, unless the Association determines otherwise. Any general assessment or payment thereunder remaining unpaid for a period in excess of thirty (30) days after it becomes due shall be in default and shall be lienable in accordance with SECTION I hereof.

2. Special Assessments. The Association may levy a special assessment for any valid purpose. Any special assessment shall have the approval of the membership of the Association, said approval to be obtained at a duly convened regular or special meeting called at least in part to secure this approval, by an affirmative vote as provided in the Articles of Incorporation and the Bylaws. All notices of special assessments from the Association to the Members shall designate when they are due and payable. All special assessments subject to this Declaration shall be assessed proportionately as the same formula for general assessments, unless such assessment pertains only to lake lots or to dry lots. In that instance, a special assessment will be equally divided between the number of lots affected by the special assessment.

Special assessments shall be collectible in such manner as the Association shall determine. Any special assessment or payment thereunder remaining unpaid for a period in excess of thirty (30) days after it becomes due shall be in default and shall be lienable in accordance with SECTION I hereof.

3. Individual Assessments. Pursuant to the Association's power and authority to enforce those covenants, restrictions and regulations set forth herein, the Board of Directors may separately assess owners of an individual lot in accordance herewith. Any assessment made thereunder shall be due and payable upon presentment and shall go into default in the event said

assessment remains unpaid for a period in excess of thirty (30) days after presentment. When in default, said assessment shall be lienable in accordance with SECTION I hereof.

I. Effect of Non-Payment of Assessments.

1. The Lien, Personal Obligation, and the Remedies of the Association. If any assessment shall become delinquent, it shall, together with interest thereon and the cost of collection thereof, become a continuing lien on the lot against which such assessment is made, which lien shall bind such lot in the hands of Owner, his heirs, devisees, personal representatives and assigns, and shall also be the continuing personal obligation of Owner against whom the assessment is levied.

Payments shall become delinquent when not paid within thirty (30) days after they become due. Payments shall be due by the first (1st) day of the first month of each quarter for the succeeding quarter. Payments not received within thirty (30) days after the first (1st) day of the first month of each quarter shall be deemed delinquent from the first day of the first month of each quarter and shall be subject to a late fee equal to a one time late fee of ten percent (10%) of the unpaid assessment and shall bear interest at the maximum amount allowed by law. The Association may, at any time thereafter, bring an action to foreclose the lien against said property in like manner as a foreclosure of a mortgage on real property and/or a suit on the personal obligation against the owner or owners. There shall be added to the amount of such assessment the cost of preparing and filing a complaint in such action (including reasonable attorneys' fees) and, in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorney's fees to be fixed by the Court, together with the cost of the action.

2. Subordination to Lien Mortgages. The lien of the assessments for which provision is herein made, as well as in any other Section of this Declaration, shall be subordinate to the lien of any first mortgage to a bank, life insurance company, federal or state savings and loan association, or real estate investment trust. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure and in any other proceeding in lieu of foreclosure of such mortgage. No sale or transfer shall relieve any lot, unit or parcel from liability from any assessment thereafter becoming due, nor from the lien of any subsequent assessment. The written opinion of either Owner or the Association that the lien is subordinate to a mortgage shall be dispositive of any question of subordination.

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

(a) Any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use.

(b) Any of the property exempted from ad valorem taxation by the laws of the State of Florida, to the extent agreed by the Association.

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

J. Indemnification of Officers, Directors and Members of the A.R.C. Every officer of the Association, director of the Association, and Member of the A.R.C. shall be indemnified by the Association against all expenses and liability, including counsel fees, reasonable incurred by or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been an officer, director, or member of the A.R.C., whether or not he is an officer, director, or member of the A.R.C. at the time such expenses are incurred, except in such cases wherein the officer, director, or member of the A.R.C. is adjudged guilty of willful misfeasance in the performance of his duties, provided that, in the event of any claim for reimbursement or indemnification hereunder based upon settlement by the officer, director or member of the A.R.C. seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such officer, director or member of the A.R.C. may be entitled.

SECTION II. COVENANTS AND RESTRICTIONS

1. Building Type. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling containing not less than three thousand (3,000) square feet of livable enclosed floor area (exclusive of open or screen porches, terraces, garages and carports, pools, tennis courts, etc.) not to exceed thirty-five feet (35') in height and having a private and enclosed garage (or carport if approved) for not less than two (2), nor more than four (4), cars. Unless approved by the A.R.C. as to use, location and architectural design, no garage, tool or storage room may be constructed separate and apart from the residential dwelling, nor can any such structure(s) be constructed prior to construction of the main residential dwelling.

2. Garages. All garages shall have a minimum size of twenty-two (22) feet by thirty-three feet (33'), a service door and garage door(s), which doors shall be operated by an electric door opener. Any garages that face the street shall be shielded by landscaping or a privacy wall, subject to the approval of the A.R.C.

3. Property Elevation. No changes in the elevation of the land shall be made upon the premises nor shall any fill be used to extend the property beyond the lot line without the prior written consent of the A.R.C.

4. Subdivision of Lots. An Owner of more than one (1) contiguous lot may apply to the A.R.C. for permission to use such lots as a site of a single dwelling; and, upon the written consent of the A.R.C., said contiguous lots shall thereafter be treated as a single dwelling lot. Said lots shall continue to be treated as a separate and distinct lot for purposes of voting and assessment.

Owner shall not be required to comply with the side yard setbacks, except as to the outside lot lines of the combined lots he owns.

5. Setbacks. All setbacks will be as identified on the master plat and setbacks on individual lots will vary accordingly. Copy of master plat is attached hereto.

6. Fences and Walls. Fences are discouraged, and when a barrier is desired, landscaping is suggested as a substitute. The composition, location and height of any fence or wall to be constructed on any lot shall be subject to the approval of the A.R.C. The A.R.C. shall require the composition of any fence or wall to be consistent with the material used in the surrounding homes and other fences, if any. In any case, no fence may exceed five feet (5') in height. Wire mesh fences may be approved but must be completely hidden by shrubs and plantings from the outside.

7. Swimming Pools and Tennis Courts. Any swimming pool or tennis court to be constructed on any lot shall be subject to the requirements of the A.R.C., which include, but are not limited to, the following:

- (a) Composition to be of material thoroughly tested and accepted by the industry for such construction.
- (b) Pool screening may not be visible from the street in front of the dwelling; certain variations may be considered for corner lots.
- (c) Location and construction of tennis or badminton courts must be approved by A.R.C.
- (d) Any lighting of a pool or other recreation area shall be designed so as to buffer the surrounding residences from the lighting.

If one owner elects to purchase two (2) or more adjoining lots that owner may be adequately screened by landscaping and/or walls or fences on both the front and side as required by the A.R.C. It shall be the intent of the A.R.C. to screen any such use from public view.

8. Landscaping. For plant material and trees, a minimum landscape budget of Ten Thousand Dollars (\$10,000.00) must be included in the construction costs of any residence. This budget allowance is exclusive of sodding and lawn sprinkling. A basic landscaping plan must be submitted by the A.R.C. prior to the installation of any landscaping. Sodding is required on all lots from the lot line and including the area between the lot line and the street pavement. All landscaping must be completed prior to the inspection required under Section I.E.3 hereof.

9. Sprinklers. All lots are required to have a complete automatic sprinkler system incorporated as part of the construction costs.

10. Removal of Trees. In reviewing building plans, the A.R.C. shall take into account the natural landscaping, such as trees, shrubs, etc., and encourage Owner to incorporate them in his landscaping plan. No trees of two inches (2") in diameter at one foot (1') above natural grade shall be cut or removed without approval of the A.R.C., construction of a dwelling or other improvement. When such a tree is removed, Owner will replace it with a similar tree of equal value on another portion of the site.

11. Dwelling Quality. The A.R.C. shall have final approval of all exterior building materials. Concrete block shall not be permitted as a finish material on any building or detached structure. All elevations should have an aesthetically designed architectural quality; blank walls with only window or door openings will not be allowed without adequate landscape coverings. All elevations, colors and materials must be submitted to the Architectural Review Committee prior to installation.

12. Driveway Construction. All dwellings shall have a paved driveway of stable and permanent construction of at least fifteen (15) feet in width. All driveways should be constructed with concrete or a comparable material. Asphalt drives will be allowed but not encouraged.

13. Games and Play Structures. All basketball backboards and play structures shall be located at the rear of the dwelling, or on the inside portion of corner lots within the setback lines. No playform, doghouse, playhouse or structure of a similar kind or nature shall be constructed on any part of a lot located in front of the rear line of the residence constructed thereon, and any such structure and location must have prior approval of the A.R.C.

14. Nuisances, Garbage and Trash.

(a) No lot shall be used as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste must be kept in sanitary containers and, except during pick-up, must be kept within an enclosure that will totally shield them from public view. Such enclosures must be constructed with the dwelling and be approved by the A.R.C.

(b) No clotheslines will be permitted.

(c) All residences must be equipped with a waste disposal as a standard appliance.

15. Temporary Structures. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used on any lot at any time as a residence, either temporarily or permanently, except that the lot may be used as a sales office during the development of LONG LAKE ESTATES.

16. Exterior Color Plan. The A.R.C. shall have a final approval of all exterior color plans and each Owner must submit to the A.R.C. a color plan showing the color of the roof, exterior

walls, shutters, trims, etc. The A.R.C. shall consider the extent to which the color plan is consistent with the homes in the surrounding areas and the extent to which the color plan conforms with the natural scheme of and for LONG LAKE ESTATES.

17. Roof. Flat roofs are prohibited. The A.R.C. shall have discretion to approve all roofs as part of the main body of the buildings, particularly if modern or contemporary in design. Minimum pitch shall not be less than 5/12, unless contemporary design requires same and is approved accordingly. The composition of all pitched roofs shall be tile, wood shakes, slate concrete or standing seam copper, terne metal or lead coated metal. Asphalt roof shingles are prohibited. White roofs will be allowed only on every third lot.

18. Graphics and Signs.

(a) The size and design of all signs, house numbering, mailboxes and other such materials shall be selected by the A.R.C. and shall display continuity and conformity throughout the entire development.

(b) The exclusive sales agent for the original building of a single family residence on any lot(s) may place one (1) professional sign advertising the property for sale.

(c) Owners or their agents shall not display or place any sign or any character including "for rent" or "for sale" signs.

The size and design of all signs shall be subject to approval by the A.R.C.

19. Window Air Conditioning Units. No window air conditioning units shall be permitted.

20. Pets. No animals of any nature or type whatsoever shall be kept or maintained on any part of the property, except dogs, cats and other household pets normally and customarily kept, harbored, and maintained in strictly residential areas. No Owner shall cause any nuisance to adjoining lot owners by maintaining more pets than can be reasonably housed and maintained upon his property. Any pet maintained at LONG LAKE ESTATES shall be on a leash or otherwise restrained when outside Owner's premises and shall not become a nuisance to other owners in LONG LAKE ESTATES.

21. Parking Regulations. No powered or unpowered vehicles, other than four-wheel passenger cars, will be allowed to park on any part of any lot at any time except in an enclosed garage or other building. No maintenance or repair shall be done on any such vehicle except when totally enclosed and shielded from public view.

22. Unsightly Lots. No underbrush and/or other unsightly growth shall be permitted to grow upon any lot, and no refuse or unsightly objects shall be allowed to remain thereon.

In the event that any Owner shall fail or decline to keep his lot free of underbrush, refuse and/or any other unsightly objects, then the Association after providing Owner with written notice thereof, may, seven (7) days after delivery thereof, enter upon said lot and remove same and assess Owner accordingly. Such entry shall not be deemed as a trespass. Any assessment made hereunder shall be subject to the filing of a lien therefore in the event said assessment is not paid in accordance with SECTION I.H.3, hereof. The Association shall, at the election of the lot owner and for an agreed charge to the lot owner, maintain any undeveloped lots so agreed to, which may include any and all lots owned by the Developer, so as to prevent said undeveloped lots from becoming unsightly as defined herein. Any charge which may be agreed to hereunder shall be deemed an individual assessment with SECTION I.H.3 hereof and shall be subject to the filing of a lien therefore in accordance with SECTION I hereof.

23. Mailboxes. Mailboxes, rural or other types, will be allowed on individual lots in LONG LAKE ESTATES. Mailboxes shall conform to uniform design. This design will be provided to each lot owner by the A.R.C. and all mailboxes must conform to this specific style. Slight revisions will be allowed if approved by the A.R.C.

24. Sight Distance at Intersection. No fence, wall, hedge or shrub planting that obstructs sight lines and elevations between two feet (2') and six feet (6') above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet (25') from the intersection of the street lines, or in case of a rounded property corner, from the intersection of a street property line with the edge of a driveway. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

25. Waiver of Minor Setback Variation. Where a building is on any lot in LONG LAKE ESTATES as now platted or on more than one lot in such a manner as to constitute a variation to the setback requirements, the A.R.C. shall have the right to approve minor variations, but only if the A.R.C. is satisfied that such variation is desirable and amenable to the entire development.

26. No one shall locate any property or equipment, including, but not limited to, air conditioning compressors or pumps, within the twelve-foot (12') setbacks on any side of a lot.

27. The lowest point of the floor slab elevation in any home (including the slab under a plumbing fixture such as a recessed shower) shall be a minimum of eighteen inches (18") above the crown of the road.

28. Permitted Uses.

(a) The uses permitted on any lot in the subdivision shall be the uses permitted by the Regulations of Palm Beach County, Florida, as presently existing and as permitted in the future.

(b) No lot or lots shall be used or occupied for any purpose other than residential. No business or commercial building shall be erected on any lot nor shall any business be conducted on any part thereof.

29. Covenants Binding. Each owner of a lot and all subsequent owners thereof, by acceptance of a deed to such lot, whether or not it shall be so expressed in such deed, shall be deemed by such action to covenant and agree to be bound to each and every covenant, condition, easement, restriction, charge and lien recited herein.

30. Duration and Remedies for Violation. The covenants and restrictions of this Declaration shall run with and bind the property and shall inure to the benefit of and be enforceable by Owner, the association, their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time said covenants and restrictions shall automatically be extended for successive periods of ten (10) years unless an instrument, signed by the then Owners of two-thirds (2/3) of such lots, units or parcels, as have then been subjected to this Declaration, has been recorded, agreeing to change or terminate said covenants and restrictions in whole or in part. Violation or breach of any condition, covenant or restriction herein contained shall give Owner and/or the Association such right of action before any Court of competent jurisdiction, whether in law or in equity, to compel compliance with the terms of said conditions, covenants or restrictions, and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the then Owner or Owners of the property in violation; provided such proceeding results in a finding that such Owner, or Owners, was in violation of said covenants or restrictions. Expenses of litigation shall include reasonable attorney's fees incurred by Owner and/or the Association in seeking such enforcement.

31. Invalidity. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

32. Amendments. This Declaration may be amended in the following manner:

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

(b) A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or the Members of the Association. Members may propose an amendment for consideration at an annual meeting as provided in Article IV.A.3 of the Bylaws. Members not present in person at the meeting considering an amendment may express their approval in writing; provided, however, that such approval is delivered to the Secretary of the Association at or prior to the meeting. Adoption of an amendment is by the affirmative vote of:

(i) Not less than seventy-five percent (75%) of the votes of the entire membership of the Board of Directors, and not less than a majority of the votes of the eligible voting membership of the Association; or

(ii) Not less than eighty percent (80%) of the votes of the eligible voting membership of the Association.

(c) A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment to this Declaration, which certificate shall be executed by the officers of the Association with the formalities of the execution of deed. The amendment shall become effective when such certificate and a copy of the amendment are recorded in the Public Records of Palm Beach County, Florida.

33. Utility Connections. All utility connections of any kind shall be run underground in a manner acceptable to the governing utility authority. No television antennas or other aerials may be placed or affixed to the exterior of any building, or placed on any lot.

34. Construction. Construction of any improvements shall commence no later than five (5) months following the written approval of plans and specifications therefore and, upon commencement, shall be prosecuted diligently without stopping, within a reasonable period of time not to exceed one (1) year. Site appearance during such construction shall be kept in a neat and orderly condition so as not to cause an unsightly condition of the property. In the event Owner or his agent (contractor or subcontractor) shall fail to maintain the site as specified and continues such failure more than seven (7) days following delivery of written notice thereof from the Association, the Association may order a clean-up of the site and assess Owner the cost thereof. Such assessment shall be lienable in accordance with SECTION I hereof. The A.R.C. shall have the power to extend the period of construction beyond the one (1) year period set forth herein, provided the Member makes application therefore and the A.R.C. determines the request is reasonable. Any extension hereunder shall be for a time as set at the discretion of the A.R.C.

35. Swales. Each individual lot owner shall maintain all swale areas abutting his lot and located between said lot and a roadway within LONG LAKE ESTATES in the same condition and manner as the lots are required to be maintained. In addition, each individual lot owner is required to sod said swale area and install and maintain an adequate automated irrigation system within or upon said swale area at such time as a resident has been constructed upon the abutting lot.

36. Pole Lights. These must be installed as per the master plat. Pole lights shall be provided by the developer. Each light shall be controlled by an electric eye and will be connected to the service for each lot. All wiring shall be by lot owner or their contractor.

37. Boats. No power boats of any type will be allowed on the lakes. Pedal boats, small sail boats, row boats and canoes are all acceptable.

38. The Board of Directors, the A.R.C., or the Association may enact and enforce any other reasonable rules and regulations consistent with the purposes of, and powers conferred by, this Declaration, the Articles of Incorporation and the Bylaws of the Association.

(a) The Board of Directors may enact and enforce reasonable rules and regulations governing the rental of Owners' units hereunder. Any rental agreement consistent herewith must provide for a Five Hundred Dollar (\$500.00) cash security bond to be held by the Association for the duration of any permitted lease hereunder. Said bond shall be returnable to the Owner (or tenant) posting same upon the return of the gate opener and/or sticker; provided, however, that said bond shall stand as security for the tenant's compliance with all rules and regulations hereunder.

(b) The rules promulgated by the Board of Directors shall provide that entry to the property shall be permitted only to individuals who have been given specific permission for entry by an Owner or the agent of an Owner. It is the intent of this provision to prohibit entry by the general public to the property; for example, to attend a "garage" or "estate" sale. Entry shall be on an individual basis only. For parties or groups of any kind, the inviting Owner shall provide to the security gate a list of invitees.

(c) The Board of Directors shall establish rules for the control of crowds and parking.

(d) The Board of Directors may establish rules for the exemption of activities from subparagraph (b) above. In particular, "open houses" by licensed realtors or Owners incident to the sale of real property are exempt as are auctions of same.

39. Notices. Any notice required to be delivered to any Member or Owner under the provision of this Declaration shall be deemed to have been properly delivered when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

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

41. Successors and Assigns. The successors and assigns of Owner's ownership interest in the real estate described on Exhibit D hereto shall succeed to all of the rights and duties of Owner herein set forth. In addition, Owner at any time or from time to time may appoint any person, firm, or entity of its choosing to succeed to its rights and duties hereunder, said appointment to be effective by filing written notice thereof in the office of the Palm Beach County official responsible for recording changes in real estate ownership; in the same manner Owner may revoke said appointment.

42. Effective Date. This Second Amended and Restated Declaration shall become effective upon its recordation in the Public Records of Palm Beach County, Florida.

EXHIBIT "B"
SECOND AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
LONG LAKE ESTATES PROPERTY OWNERS ASSOCIATION, INC.
(a Florida not-for-profit corporation)

The undersigned, by these Articles of Incorporation, associate themselves for the purpose of forming a not-for-profit corporation, under Chapter 617 of the Florida Statutes, 1971, and as amended, and certify as follows:

ARTICLE I

NAME

The name of the Association shall be LONG LAKE ESTATES PROPERTY OWNERS ASSOCIATION, INC. (hereinafter called the "Association"), whose offices shall be located at LONG LAKE ESTATES or at such other place as the Directors may determine from time to time.

ARTICLE II

PURPOSE

A. The purpose for which the Association is organized is to establish, maintain, and operate an Association not for profit, solely for the mutual advantages to be derived therefrom; to provide a unified effort to the Members in protecting the value of the property of the Members of the Association; to acquire, maintain, and/or own such property of the Members of the Association and engage in such other activities that may be of mutual benefit for owners of property in LONG LAKE ESTATES.

B. The Association shall make no distribution of income to its Members, Directors, or officers.

ARTICLE III

POWERS

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

A. The Association shall have all of the common law and statutory powers of a corporation not for profit, not in conflict with the terms of these Articles.

B. The Association shall have all the powers and duties reasonably necessary to fulfill its purpose and which are not in conflict with any Exhibits to which these Articles are a part thereof, including, but not limited to, the following:

1. To make and collect assessments against the Members to defray costs and expenses incurred in the maintenance and repair of the LONG LAKE ESTATES property and the enforcement of its powers, excluding the maintenance and repair of the private property of each Member.

2. To use the proceeds of assessments in the exercise of its powers and duties.

3. To provide and perform security, maintenance, repairs, replacements and operations of the LONG LAKE ESTATES property, which shall include gatehouse and security system, principal roads, parkways, planters, entrance, irrigation system and landscaping, common lighting, lakes and all other common shore line or road edge and/or easement that is incorporated in the boundaries of LONG LAKE ESTATES as indicated and described on the recorded plat, with the exception of any parcel dedicated to the local government (other than right-of-way on Clint Moore Road), specifically excluding the private property of each Member and all appurtenances thereof.

4. To purchase insurance upon the LONG LAKE ESTATES property, and insurance for the protection of the Association, and its Members, specifically excluding the private property of each Member.

5. To contract for or otherwise provide the management of the Association, and to delegate to such contractors all power and duties of the Association.

ARTICLE IV

MEMBERS

The Members of the corporation shall be all persons who own real property in LONG LAKE ESTATES, as provided for in the Long Lake Estates Declaration of Covenants and Restrictions, as recorded in Official Records Book 2831, Page 1867 of the Public Records of Palm Beach County, Florida (the "Declaration"). Such persons shall automatically qualify for and be admitted to membership upon the recordation of a deed in Palm Beach County evidencing ownership of real property in LONG LAKES ESTATES. As provided in Section 1, Paragraph B of the Declaration, each lot owner shall have one (1) vote at any Association meeting or election, and there shall only be one (1) voting Member per lot.

ARTICLE V

BOARD OF DIRECTORS

- A. The affairs of the Association will be managed by a board consisting of five (5) directors.
- B. Directors of the Association shall be elected at the annual meeting of the Members in the manner determined by the Bylaws.
- C. All directors must be Members of the Association. All Members of any committees appointed by the Board of Directors, or otherwise selected by the Association, shall be Members of the Association.
- D. Only one (1) representative per lot may serve as a director at any time.
- E. All of the powers and duties of the Association existing under the Articles of Incorporation and the Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors, or employees, subject only to approval by lot owners when specifically required, and subject to assessment and budget limitations contained in Section I, paragraph H of the Declarations of Covenants and Restrictions and in Article IV of the Bylaws and such powers and duties shall include, but shall not be limited to, the following:
 - 1. To make and collect assessments against Members to defray the cost of operation of the Association.
 - 2. To use the proceeds of assessments in the exercise of its powers and duties.
 - 3. To provide for security guards and/or systems in LONG LAKE ESTATES.
 - 4. To maintain, replace, repair and operate common property in LONG LAKE ESTATES.
 - 5. To reconstruct improvements after casualty, and to improve the property further.
 - 6. To execute agreements, mortgages and promissory notes with the R.T. Milord Company, a Delaware corporation, its successors, assigns, and/or Trustees.
 - 7. To contract or otherwise provide for the management of the Association, and to delegate to any such contractor all powers and duties of the Association, except as such are specifically required to have the approval of the Board of Directors or the membership of the Association.
 - 8. To pay taxes and assessments which may be levied against any part of any property of the Association in LONG LAKE ESTATES except for the private owned lots and to assess those taxes against its Members.
 - 9. To purchase all insurance for the protection of the Association's property against fire, casualty and liability.

10. To pay the utility services which specifically pertain to main entrance and areas along Clint Moore Road.

11. To employ servants and agents at reasonable compensation to provide for the proper administration of the Association's responsibilities.

12. To improve the Association's property, and to purchase and own real and personal property.

F. 1. The Association shall keep as permanent records correct and complete books and records of account, and shall keep minutes of the proceedings of its Members, Board of Directors, and committees having any of the authority of the Board of Directors. The Association must keep at its registered office a copy of these Articles of Incorporation, Bylaws and any amendments thereto, and a record of the names and addresses of its Members in alphabetical order. All books and records of the Association must be kept in written form, or another form capable of being converted into written form within a reasonable time, and may be inspected by any Member, or his or her agent or attorney, for any proper purpose at any reasonable time.

2. If a Member of the Association resorts to an action or proceeding to enforce the rights of Members, and the court shall allow such Member the prevailing party the costs of its action or proceeding, including reasonable attorneys' fees.

3. Minutes of all Board of Directors' meetings shall be typewritten. At each meeting of the Board of Directors, minutes of the previous meeting shall be submitted for approval.

G. The Members may remove one or more directors, with or without cause, at a meeting of the Members called pursuant to the Bylaws; provided that notice of the meeting states that the purpose, or one of the purposes, of the meeting is the removal of the director(s). A majority of the eligible voting membership must vote in favor of removal in order to effect removal.

H. Directors shall automatically be removed from office in the event that the director:

1. ceases to be a Member of the Association;

2. fails to attend three consecutive, regular Board of Directors' meetings, absent written excuse accepted by the Board of Directors through a resolution of acceptance; or

3. fails to pay his or her dues or any assessment, and such failure continues for a period of sixty (60) days after the date on which same becomes due.

I. At any meeting of the Members of the Board of Directors, a quorum shall exist with the presence of three (3) directors. Directors may not be present by proxy, nor may directors vote by proxy. The number of directors required to be present in order to constitute a quorum of the Board of Directors' shall not change if there is a vacancy on the Board of Directors.

J. In the event there are no more than two (2) vacancies on the Board of Directors, whether through resignation or otherwise, the Board of Directors may continue to operate, in the Board's discretion, without filling those vacancies, for as long as there exists enough Members of the Board of Directors to constitute a quorum. If the Board of Directors elects to fill such vacancies, by majority vote of the existing Directors, the Board must fill such vacancies by the procedure provided in Paragraph K below. In the event there are three (3) vacancies on the Board of Directors at any one (1) time, whether through resignation or otherwise, the Board of Directors must fill all such vacancies by the procedure provided in Paragraph K below.

K. In order to fill vacancies on the Board of Directors, the Board of Directors shall call a Special Meeting of the Members of the Association in order to fill such vacancies by majority vote of the eligible voting Members thereat. If there are no sitting Directors, any five (5) eligible voting Members may call such a Special Meeting. Notice of such Special Meeting shall be provided to the Members within fifteen (15) days of the creation of the vacancies. The Special Meeting shall be conducted as provided for in the Bylaws, except as follows:

1. Nominations for directors must be received twelve (12) days prior to the Special Meeting.
2. Nominations shall be included on absentee ballots, along with biographical statements.
3. The Special Meeting shall occur within twenty (20) to thirty-five (35) days after notice therefor.

If the Special Meeting of the Members called to fill vacancies fails to produce a quorum of Members at the Special Meeting, or otherwise fails to fill such vacancies, then and in that event, the Board of Directors, by resolution of majority of Directors, shall fill such vacancies by appointment.

ARTICLE VI

OFFICERS

The affairs of the Association are to be managed by a President, a Vice President, a Secretary and a Treasurer. More than one office may be held by the same person, except that no one person may serve simultaneously as President and Secretary. All officers shall serve one-year terms or until their successors are duly elected or appointed by the Board of Directors. Officers may serve successive terms without limitation. All officers must be Members of the Association. The President or, in his or her absence, the Vice President shall preside at all meetings of the Members. In the absence of the Vice President, the eligible voting Members present shall elect a chairperson to preside at a Members' meeting.

ARTICLE VII

ASSESSMENTS

- A. The fiscal year of the Association shall be as determined by the Board of Directors.
- B. The Board shall subject the Members' units to an annual assessment.

1. Commencing January 1, 1978, and on the first day each third month thereafter, each owner of a lot shall pay to the Association, in advance, one-fourth (1/4) of the annual assessments against his property. Assessments and the accounting thereof shall be handled on a fiscal year basis. These payments shall be used by the Association to create and continue a Maintenance Fund, a Contingency Fund, and all other necessary and proper purposes of the Association as hereinafter provided.

2. Payments shall become delinquent when not paid within thirty (30) days after they become due, and shall bear interest at the maximum rate allowed by law when they become delinquent.

3. Each fiscal year, the Board shall prepare a budget, as provided in the Bylaws.

4. In the event of an emergency, the Board of Directors may make a special assessment only in the event the Board of Directors deems such action there to be a bona fide emergency requiring an expenditure to be made to protect the value of the Members' property or the common areas from immediate harm or deterioration caused by unanticipated disaster, act of God, or other similar unforeseen event. In order for such assessment to be effective and enforceable, seventy-five percent (75%) of the Board of Directors must affix their signatures in writing to a resolution to that effect, and place such executed resolution in the records of the Association. Such resolution shall further contain an affirmative statement that it is in the judgment of the Board of Directors that such emergency action must reasonably be taken prior to the time a special meeting of the Members may be called.

If the expenditures for such an emergency are of a continuing nature or will extend beyond a 45 day period, the Board of Directors must call a Special Meeting and place a question of the continued expenditure to a vote. The quorum required for this Special Meeting shall be 1/3 of the members eligible to vote. The question will automatically be deemed to be approved by the Members if the Special Meeting of the Members called to vote on the emergency expenditure fails to produce a quorum or results in a tie vote.

- C. The Maintenance Fund shall be used for:

1. Security, public lighting, improving and maintaining streets, landscaping, irrigation systems and other areas maintained for the general use of the lot owners and occupants of land included in LONG LAKE ESTATES, specifically excluding private property and easements adjacent to same.

2. Operating and maintaining any storm water drains now or hereafter constructed in LONG LAKE ESTATES.

3. Employing policemen and/or watchmen.
4. A fee or rental for the maintenance of fire hydrants.
5. Doing any other things necessary or desirable, in the opinion of the Board of Directors, to keep the property neat and in good order, and to eliminate fire hazards, or, which in the opinion of the Board of Directors, may be of general benefit to the owners and occupants of land in LONG LAKE ESTATES, and of real and personal property owned by LONG LAKE ESTATES ASSOCIATION, INC.
6. Other incurred expenses, including, but not limited to, taxes, insurance costs, lake treatment and any other costs reasonably incurred by the Association.
7. The Association shall have a lien upon each unit in the amount of the assessment for the operation and maintenance as provided herein Association, including interest, cost of collections and reasonable attorney's fees. The lien may be recorded in the Public Records of Palm Beach County, Florida, by an instrument executed by any officer or agent of the Association and the lien may be foreclosed in the manner in which mortgages on real property are foreclosed at the time. The lot owner shall be personally liable for all unpaid installments and interest thereon.
8. Subordination. The Association, may at its discretion, subordinate in writing for limited periods of time, the Association's lien against any real property.

ARTICLE VIII

INDEMNIFICATION

The directors and officers of the Association shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon them in connection with any proceeding or any settlement of any proceeding to which they may be a party, or in which they may become involved by reason of their having been a Director or Officer of the Association, whether or not they may be a Director or Officer at the time such expenses are incurred, except when the Director or Officer is adjudged guilty of willful misfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

ARTICLE IX

BYLAWS

The Bylaws of the corporation may be adopted, amended, altered, or rescinded by the Board of Directors or the Members of the Association, as provided in the Bylaws.

ARTICLE X

TERM

The term of existence of this Association shall be perpetual.

ARTICLE XI

AMENDMENTS

These Articles of Incorporation may be amended in the following manner:

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

B. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or the Members of the Association. Members may propose an amendment for consideration at an annual meeting as provided in Article IV.A.3 of the Bylaws. Members not present in person at the meeting considering an amendment may express their approval in writing; provided, however, that such approval is delivered to the Secretary of the Association at or prior to the meeting. Adoption of an amendment is by the affirmative vote of:

1. Not less than seventy-five percent (75%) of the votes of the entire membership of the Board of Directors, and not less than a majority of the votes of the eligible voting membership of the Property Owners' Association; or

2. Not less than eighty percent (80%) of the votes of the eligible voting membership of the Association.

C. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Articles of Incorporation, which certificate shall be executed by the officers of the Association with the formalities of the execution of deed. The amendment shall become

effective when such certificate and a copy of the amendment are recorded in the Public Records of Palm Beach County, Florida.

IN WITNESS WHEREOF, the undersigned have subscribed their names respectively to these Amended and Restated Articles of Incorporation for LONG LAKE ESTATES PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on this 22 day of September, 1999.

Witnesses (as to both):

[Signature]
Signature

Peter N. Bon. Talbot
Print Name

Signature

Print Name

[Signature]
Print Name: JUNE A. GELB

Title: President

[Signature]
Print Name: ANDY MORGERC

Title: Secretary

STATE OF FLORIDA)
 : ss.:
COUNTY OF Palm Bch)

The foregoing instrument was acknowledged before me this 22 day of Sept, 1999, by June Gelb and Andy Morgerc Pres. and Sec., respectively, of LONG LAKE ESTATES PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the Corporation. They are personally known to me or have produced as identification and did/did not take an oath.

[Signature]
NOTARY PUBLIC

PRINT/STAMP/TYPE NAME: SANDRA HAAG-DOYLE
COMMISSION EXPIRES: NOV 18, 2003
COMMISSION NUMBER: CC855779



Sandra Haag-Doyle
MY COMMISSION # CC855779 EXPIRES
November 18, 2003
BONDED THRU TROY FAIN INSURANCE, INC.

M:\Association\Long Lake Estates\ARTICLES.FD2

EXHIBIT "C"
SECOND AMENDED AND RESTATED
BYLAWS
OF
LONG LAKE ESTATES PROPERTY OWNERS ASSOCIATION, INC.
(a Florida not-for-profit corporation)

ARTICLE I

IDENTITY

This is a Florida not-for-profit corporation. Its name is LONG LAKE ESTATES PROPERTY OWNERS ASSOCIATION, INC. (the "Association"). Its offices are to be located in LONG LAKE ESTATES, or at such other place as the Directors may determine from time to time.

ARTICLE II

CORPORATE SEAL

The corporate seal of this Corporation is impressed on the margin of this page, to the left of this paragraph.

ARTICLE III

MEMBERS

A. The Members of this Association, shall be all of the record owners in LONG LAKE ESTATES.

B. Any change of membership in the Association shall be established by the recording in the Public Records of Palm Beach County, Florida, of a warranty deed, and by delivery to the Association of a copy of the recorded deed. The grantee in that deed shall then become a Member of this Association, and the membership of the grantor in that deed shall be terminated.

C. A membership in this Association shall not be assigned, hypothecated, or transferred in any manner, except as heretofore described.

D. Members of the Association shall have no vested right, interest, or privilege of, in or to the assets, functions, affairs or franchises of this Association, or any right, interest or privilege

which may be transferable or inheritable, or which shall continue after his or her membership ceases, or while he or she is not in good standing. When a Member is not in good standing for failure to pay assessments or otherwise, he or she shall not be an eligible voter, i.e., entitled to vote; nor shall he or she be entitled to exercise any other rights of a Member in the Association. Should a lot, unit, or parcel be divided as to ownership so that separate and distinct owners, or multiple owners owning separate portions thereof, such owners shall designate one (1) Voting Member.

ARTICLE IV

MEMBERS' MEETING

A. Annual Meetings. Annual meetings shall be held on the second (2nd) Tuesday of February of each year, or on any business day during the ten-day period following said date, at a date and time set by the Board of Directors. The annual meeting shall be held in Palm Beach County, Florida. Association at such time and place as may be designated by the Board of Directors, in Palm Beach County, on the 2nd Tuesday of February of each year, if not a legal holiday under the laws of the State of Florida, and if a legal holiday, then on the next succeeding business day, for the transaction of such business as may come before the meeting. No notice required for such meeting.

1. At least ninety (90) days prior to the date of the annual meeting, the Board of Directors shall appoint a Nominating Committee to ensure that an adequate number of nominations exist for election as directors. The Board of Directors shall elect at least three (3) Members of the Association to serve on the Nominating Committee. The Nominating Committee may, in its discretion, appoint additional Members. At least one (1) Member of the Board of Directors shall serve on the Nominating Committee. In the event that the Board of Directors is unable to find at least three (3) Members will to serve on the Nominating Committee, the duties of the Nominating Committee shall be fulfilled by the Board of Directors. The duties of the Nominating Committee shall include assisting the Board of Directors in planning and executing the mailing of documents for the annual meeting, and securing and preparing the biographical statements described below.

(a) The Nominating Committee shall nominate candidates for director.

(b) Any Member of the Association may nominate a candidate for director; provided, however, that such written nomination is received by the Secretary of the Association on or before the deadline for Members to file a "Statement of Position", described below.

(c) At the Annual Meeting, as a result of the number of nominees, withdrawal of names from nomination, or otherwise, if there are not at least as many nominees as there are Board vacancies, all existing nominees shall serve as Directors without the need to conduct an election. If there are vacancies on the Board of Directors for the coming term as a result of an insufficient number of nominees, nominations shall be taken and accepted from the floor at the

Annual Meeting; any Member so nominated at the Annual Meeting must either be present thereat or have given his or her consent in writing to such nomination prior to the Annual Meeting. Nominees from the floor at the Annual Meeting, if unopposed, shall fill the remaining vacancies on the Board of Directors for the coming term. In the event a vote is necessary at the Annual Meeting because there are more nominees from the floor than there are vacancies, the nominees shall be selected for each such vacancy who shall have received a plurality of votes from among the Members present, in person or by proxy, at the Annual Meeting.

2. The Initial Notice of the annual meeting, the questions to be voted upon, the notice of nomination period for candidates for directors, the notice of 15-day period to add questions to be voted upon, a copy of the estimated Basic Services and Road Reserves Budget (defined below), and proposals of the Board of Directors for items to be placed on the proposed Supplemental Budget (defined below) are all to be sent by regular mail to all Members no sooner than ninety (90) days and no later than seventy-five (75) days prior to the date of the annual meeting.

3. Any Member may add questions to be voted upon at the annual meeting, and may add items to the proposed Supplemental Budget, by written response to the Secretary of the Association. Such response must be received by the Secretary of the Association not later than fifteen (15) days after the date of the mailing of the Initial Notice.

4. The Final Notice of Annual Meeting, questions to be voted upon, and the final proposed Supplemental Budget to be voted upon at an annual meeting shall be mailed to all Members of the Association no sooner than twenty (20) days after the date of the mailing of the Initial Notice, but no later than thirty (30) days after the date of the mailing of the Initial Notice. This Final Notice shall provide and state that, within a period of ten (10) days after the date of the Final Notice, any written "Statement of Position" provided to the Association by any Member, as described below, shall be included in the mailing of the Absentee Ballot to the Members of the Association.

5. Any Member shall have the right to provide a typewritten "Statement of Position" to the Association on any issue that may be voted upon at an annual or special meeting. Such Statement of Position must identify the name(s) and lot number(s) of the Member(s) making the Statement of Position. The Member(s) making a Statement of Position must file same with the Secretary of the Association no later than ten (10) days after the date of the mailing of the Final Notice.

6. The Board of Directors shall prepare an "Evaluation and Recommendation" for every question and proposed Supplemental Budget question to be considered at annual meetings. The "Evaluation and Recommendation" shall include an estimate of the financial impact, if any, of a positive and negative vote on each question. In the event that a question to be voted upon at an annual meeting would require the expenditure of additional funds (including items added pursuant to Paragraph IV.A.3 above), an additional line item shall be added to the proposed Supplemental

Budget, shall be prepared by the Board of Directors, and shall be made a part of the Final Notice and the Absentee Ballot.

7. No later than twenty (20) days, but no sooner than thirty-five (35) days, prior to the annual meeting, the Association shall mail to each Member a copy of the final Basic Services and Road Reserves Budget, an Absentee Ballot, the biographical statement of each nominee for director, the Board of Directors' "Evaluation and Recommendation" for each question and each proposed Supplemental Budget question, and Members' Statements of Position.

8. The Association shall include with the Absentee Ballot the "Biographical Statement" of each candidate for nomination to the Board of Directors. This Biographical Statement shall be provided to the Association by the candidate on 8-1/2" x 11" paper, shall identify the lot number owned by the candidate, the length of time of such ownership, and any past service performed by the candidate on the Board of Directors or any committees of the Association. In the event the candidate does not provide a Biographical Statement within forty-five (45) days of the annual meeting, the Association shall prepare a biographical statement stating only those items required above.

9. At the annual meeting, the Members shall vote on a line-by-line basis for the final proposed Supplemental Budget, prepared pursuant to Article IV.A.4.

B. Special Meetings. The Board of Directors may call a special meeting at any time upon not less than thirty (30), nor more than forty-five (45), days as provided herein.

1. The President, Vice President, or Secretary of the Association shall call a special meeting within ten (10) days of receipt of a written request therefor signed by one-third (1/3) of the Members of the Association, said special meeting to take place upon not more than forty-five (45), nor less than thirty (30), days' notice to the Members of the Association. The written request for a special meeting from Members must state the items to be considered and voted upon at the special meeting, and a copy of the written request shall be included in the notice of the special meeting.

2. The Board of Directors may add additional questions to be voted upon at the special meeting; provided, however, that the additional questions added by the Board of Directors are included in the notice of the special meeting.

3. The only items that may be considered at a special meeting are those items which have been identified in the notice of the special meeting.

4. The Notice of the special meeting shall be sent to all Members of the Association, and shall state that, within ten (10) days after the date of mailing of the Notice, any written "Statement of Position" provided to the Association by any Member of the Association shall be included with the mailing of the Absentee Ballot to the Members of the Association.

5. After the expiration of the period in which Members of the Association may file any Statement of Position and at least twenty (20) (but no sooner than thirty-five (35)) days prior to the date of the special meeting, the Association shall send by regular mail an Absentee Ballot, any Statements of Position filed by Members of the Association, and the Evaluation and Recommendation of the Board of Directors for each of the questions to be voted upon.

6. The Basic Services and Road Reserves Budget and the Supplemental Budget may be amended at a Special Meeting. In the event that questions would require the expenditure of additional funds not included in the current Basic Services and Road Reserves Budget or the Supplemental Budget, a Basic Services and Road Reserves Budget or the Supplemental Budget amendment shall be made a part of the Absentee Ballot.

7. The Statement of Position and the Evaluation and Recommendation shall comply with paragraphs IV.A.5 and IV.A.6. herein, respectively.

8. In the event a Special Meeting of the Members is called to fill a vacancy on the Board of Directors, as provided in the Bylaws, at least twenty (20) days prior to the date of the Special Meeting, the Board of Directors shall appoint a Nominating Committee, as provided in Paragraph IV.A.1 above.

C. Voting.

1. Every Member eligible to vote pursuant to Paragraph III.D above may cast one (1) vote, either in person or by Absentee Ballot, for each lot owned by that particular Member, or by an agent of the corporation owning the lot provided that a lot held jointly shall be entitled to only one vote.

2. Only those items that have been included in the notice of an annual or special meeting shall be voted upon thereat. Votes of the Members at annual or special meetings shall be binding upon and immediately implemented by the Board of Directors.

3. Voting by proxy is prohibited at any Members' meeting. Unless specifically provided to the contrary herein, an affirmative vote shall consist of fifty percent (50%) plus one (1) of the votes of the eligible voting Members voting at a meeting at which a quorum is present.

4. The Association shall send Absentee Ballots to all Members not more than thirty-five (35), nor less than twenty (20), days prior to the date of all annual and special meetings. Absentee Ballots shall include all questions to be voted upon and the amount of the assessment required to fund each of the line items of the final proposed Supplemental Budget. Absentee Ballots must be presented to the Secretary of the Association on or before the date of the annual or special meeting, and are valid only for the meeting identified thereon.

5. Quorum. At any meeting of the Members, a quorum shall consist of eligible Members owning, jointly or solely, or eligible Members representing corporations owning, a majority of the lots in LONG LAKE ESTATES, present either in person or by Absentee Ballot, and a majority of such quorum shall decide any question that may come before the meeting.

D. Adjourned Meetings. If any meeting of Members cannot be conducted because a quorum has not attended, the Members who are present may adjourn the meeting from time to time, until a quorum is present. Absentee Ballots shall be valid for any such adjourned meeting.

E. The order of business at Annual Meetings, and as far as practical at other Members' meetings, shall be:

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

The proceedings of all meetings of Members of the Association shall have no effect unless approved by the Board of Directors.

ARTICLE V

BOARD OF DIRECTORS

A. Number and Terms of Members. The business and affairs of this Association shall be managed by a Board of Directors, which shall consist of five (5) Members. At the inception of the Association, the Board of Directors shall consist of three (3) Members named in the Articles of Incorporation. All Members shall serve one year terms or until their successor is duly elected or appointed and qualified. Members of the Board may serve successive terms without limitation.

B. Executive Committee. The Board of Directors may elect from their number an Executive Committee consisting of not less than three (3) Members of the Board, which committee shall have all the powers of the Board of Directors, between meetings, regular or special. The President of the Association shall be a Member of and shall be Chairman of the Executive Committee.

C. Regular Meetings. The Board shall meet for the transaction of business at such place as may be designated from time to time, but at least once annually, on the third Tuesday in February of each year.

D. Special Meetings. Special meetings of the Board of Directors may be called by the President or by two (2) Members of the Board for any time and place, provided ten (10) days' notice of such meetings shall be given to each Member of the Board before the time appointed for such meeting.

E. Quorum. The directors shall act only as a Board, and the individual directors shall have no power as such. A majority of all directors shall constitute a quorum for the transaction of business, but a majority of those present at the time and place of any regular or special meeting, although less than a quorum may adjourn the same from time to time without notice until a quorum be at hand. The act of a majority of Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise provided by law, the Articles of Incorporation, or these Bylaws.

F. Chairman. At all meetings of the Board of Directors, the President, or, in his or her absence, the Vice President, or in the absence of both, a chairperson chosen by the directors present, shall preside.

G. Order of Business. The Board of Directors may from time to time determine the order of business at its meeting.

H. Annual Report. The Board of Directors, after the close of the fiscal year, shall submit to the Members of the Association, a report as to the condition of the Association and its property, and shall submit also an account of the financial transactions of the past year.

I. Vacancies of Board. Whenever a vacancy in the membership of the Board shall occur, the remaining Members of the Board shall have the powers by majority vote, to select a Member of the Association to serve the unexpired term of the vacancy, only in the event, however, that a Special Meeting of the Members called to fill the vacancy fails to produce a quorum or fails to fill the vacancy.

ARTICLE VI

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Association existing under the Articles of Incorporation, and these Bylaws, shall be exercised exclusively by the Board of Directors, its agents, contractors, or employees, subject only to approval by lot owners when specifically required and shall include, but shall not be limited to, the following:

- A. To make and collect assessments against Members to defray the cost of operation of the Association.
- B. To use the proceeds of assessments in the exercise of its powers and duties.
- C. To provide for security guards and/or systems in LONG LAKE ESTATES.
- D. To maintain, replace, repair and operate public property in LONG LAKE ESTATES.
- E. To reconstruct improvements after casualty, and to improve the property further.
- F. To execute agreements, mortgages and promissory notes with the R.T. Milord Company, his successors, assigns, and/or Trustees.
- G. To contract or otherwise provide for the management of the Association, and to delegate to any such contractor all powers and duties of the Association, except as such are specifically required to have the approval of the Board of Directors or the membership of the Association.
- H. To pay taxes and assessments which may be levied against any part of any property of the Association in LONG LAKES ESTATES except for the privately owned lots and to assess those taxes against Members.
- I. To purchase all insurance for the protection of the Association's property against fire, casualty and liability.
- J. To pay the cost of utility services which specifically pertain to main entrance and areas along Clint Moore Road.
- K. To employ servants and agents at reasonable compensation to provide for the proper administration of the Association's responsibilities.
- L. To improve the Association's property and purchase real and personal property, if the amount to be spent during the current fiscal year is in the current year budget that was presented at the annual meeting.
- M. Improvements Committee. An "Improvements Committee" shall be appointed by the Board of Directors to study, evaluate and recommend any changes in landscaping of the common area, improvements, mailboxes, street lights, etc. The purpose of the Improvements Committee will be to insure that changes in the design of these items have received careful study, and are in keeping with the wishes of the community.

1. The Board of Directors shall nominate at least three (3) Members of the Association to serve on the Improvements Committee.

2. The Improvements Committee may appoint additional Members.

3. In the event that the Board of Directors is unable to find at least three (3) Members to serve on the Improvements Committee (directors may serve), the duties of the Improvements Committee shall be fulfilled by the Board of Directors.

N. Competitive Bids. The Board of Directors shall be required to obtain three (3) written bids on any expenditure in excess of Two Thousand Five Hundred Dollars and No/Cents (\$2,500.00), or any continuing expenditure which would exceed \$2,500.00 in any twelve-month period.

1. Required only on expenditures susceptible to bid.

2. The Board of Directors is not required to select the lowest bid, or any of the bids but may, in its discretion, solicit additional bids or proposals.

O. At least one (1) Board Member shall serve on all committees appointed by the Board of Directors.

ARTICLE VII

ASSESSMENTS

A. The fiscal year of the Association shall be from April 1 to March 31.

B. The Board shall subject the Members units to an annual assessment.

1. Commencing April 1, 1992, and on the first day of each third month thereafter, each owner of a lot shall pay to the Association, in advance, one-fourth (1/4) of the annual assessment against his property. Assessments and the accounting thereof shall be handled on a fiscal year basis, which shall be the calendar year. These payments shall be used by the Association to create and continue a Maintenance Fund to be used by the Association as hereinafter provided.

2. Payments shall become delinquent when not paid within thirty (30) days after they become due, and shall bear interest at the maximum rate allowed by law when they become delinquent.

C. At least ninety (90) days prior to the Annual Meeting, the Board of Directors shall propose an estimated "Basic Services and Road Reserves Budget", which shall provide for the following:

1. Guardhouse:

(a) Guard Service: One (1) person, twenty-four (24) hours per day, three hundred sixty-five (365) days per year.

(b) Maintenance of the exterior of the guardhouse, including pest control.

(c) Water, electric, telephone service to the guardhouse.

(d) Maintenance of existing automatic gates.

(e) Guard Service: One (1) roving security guard, eight (8) hours per day, three hundred sixty-five days per year.

2. Common Area Maintenance:

(a) Sprinkler system.

(b) Street lights.

(c) Lake treatment.

(d) Wet land zone.

(e) Cutting and trimming of grass, trees, shrubbery, and hedges.

(f) Common Areas.

(g) Provision of electrical power for street lights, pump, and gates.

(h) Provision of all necessary and proper insurance for all matters encompassed by the powers and duties of the Association.

3. Services:

(a) Contracting for management of the Association.

(b) Contracting for accounting services for the Association.

- (c) Contracting for legal services for the Association.
- (d) Annual meeting expenses.
- (e) Office expenses and expenses of communications with owners.

4. Road Reserve Budget:

(a) Ten Thousand Dollars and no/cents (\$10,000.00) per year shall be budgeted as a road reserve for the purpose of maintaining and repairing all roads in the common areas under the control of the Association.

5. The Basic Services and Road Reserves Budget shall contain a contingency fund not to exceed five percent (5%) of the total budget amount, less the Road Reserve Budget amount. This contingency fund may be used as the Board of Directors deems to be in the best interests of the Association.

6. Any cash funds remaining from the prior fiscal year in excess of the cash balance of Ten Thousand Dollars and no/cents (\$10,000.00) provided for above, shall be held in a contingency account for the sole purposes of (a) application toward a capital expenditure approved in the Supplemental Budget for the next budget year, or (b) covering the Basic Services and Road Reserve Budget and the Supplemental Budget shortfalls and emergency expenditures, should same occur. Such funds may not be used to reduce the general assessment in the ensuing year, unless the balance in the aforesaid contingency account exceeds twenty-five percent (25%), less Ten Thousand Dollars and no/cents (\$10,000.00) of the total annual Basic Services and Road Reserve Budget and the Supplemental Budget for the year in which the excess funds are proposed to be applied in reduction of the general assessment. The aforesaid budget shortfalls and emergency expenditures shall be defined to be unanticipated increases in line items in an already-approved budget, or acts of God or other bona fide emergencies. In no event shall contingency funds be used for new projects or for expenditures not already provided for in an approved budget for the current or next budget year.

7. Notwithstanding any term to the contrary herein, assessments may not be reduced to a level below the level in existence on the date these Amended and Restated Bylaws are adopted; unless reduced pursuant to the allocation of excess funds as provided in paragraph VII.C.6 above.

D. Prior to the mailing of the Absentee Ballots, pursuant to Article IV, paragraph A.7 above, the Board of Directors shall adopt its Basic Services and Road Reserves Budget as provided for herein. The estimated Basic Services and Road Reserves Budget and the final Basic Services and Road Reserves Budget shall include a calculation of the assessment amount per unit necessary to fund the Basic Services and Road Reserves Budget.

E. The Basic Services and Road Reserves Budget, in addition to all of the foregoing, shall provide that each fiscal year begins and ends with a cash balance of Ten Thousand Dollars and no/cents (\$10,000.00).

F. The Association shall have a lien upon each unit in the amount of the assessment for operation and maintenance as provided herein Association, including interest, cost of collections and reasonable attorney's fees. The lien may be recorded in the Public Records of Palm Beach County, Florida, by an instrument executed by any officer or agent of the ASSOCIATION, and the lien may be foreclosed in the manner in which mortgages on real property are foreclosed at the time. The lot owner shall be personally liable for all unpaid installments, interest and legal fees thereon.

G. In addition to the foregoing, there shall be adopted at the annual meeting of Members a Supplemental Budget which shall consist of those items recommended by the Board of Directors and Members, as the case may be, and adopted pursuant hereto. Said Supplemental Budget shall include a calculation of the amount of supplemental assessments that will be necessary on a per-lot basis to fund the Supplemental Budget. The Supplemental Budget shall be voted upon by the Members at the annual meeting. The Supplemental Budget shall be funded by general assessments as provided for in Section I, paragraph H.1 of the Declaration.

H. In addition to any of the items provided herein above, the Basic Services and Road Reserve Budget may provide for any repair and maintenance of the Association property and existing improvements, the elimination of any fire hazards and the replacement of any equipment which the Board of Directors determines is necessary.

ARTICLE VIII

INDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him/her in connection with any proceeding or any settlement of any proceeding to which he/she may be a party or in which he/she may become involved by reason of his/her being or having been a Director or officer of the Association, whether or not he/she is a Director or officer at the time such expenses are incurred, except when the Director or officer has been adjudged guilty of willful misfeasance or malfeasance in the performance of his/her duties. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

ARTICLE IX

SELF-DEALING

No contract, agreement, or undertaking of any sort by or among the Association, its Directors, the owner or his agents, shall be invalidated or affected by reason of the fact that the directors, officers, Members, stockholders, or creditors of any of them are financially interested in any transaction.

ARTICLE X

PARLIAMENTARY RULES

Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Declaration of Covenants and Restrictions of Long Lake Estates, the Articles of Incorporation of Long Lake Estates, Inc., or these Bylaws.

ARTICLE XI

AMENDMENTS

These Bylaws may be amended in the following manner:

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

B. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or the Members of the Association. Members may propose an amendment for consideration at an annual meeting as provided in Article IV.A.3 of these Bylaws. Members not present in person at the meeting considering an amendment may express their approval in writing; provided, however, that such approval is delivered to the Secretary of the Association at or prior to the meeting. Adoption of an amendment is by the affirmative vote of:

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

2. Not less than eighty percent (80%) of the votes of the eligible voting membership of the Association present.

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

ARTICLE XII

COMPLIANCE AND DEFAULT

A. Violations. In the event of a violation (other than the non-payment of an assessment) by a lot owner of any of the provisions of these Bylaws, or of the applicable portions of the exhibits attached hereto, the Association, by its direction of its Board of Directors, may notify the lot owner by written notice of said breach, transmitted by mail, and if such violation shall continue for a period of thirty (30) days from the date of the notice, the Association, through its Board of Directors, shall have the right to treat such violation as an intentional, inexcusable, and material breach of the Declaration, of the Bylaws, or the exhibits attached hereto, and the Association may, at its option, have the following elections:

1. An action at law to recover for its damages, on behalf of the Association or on behalf of the other lot owners.
2. An action in equity to enforce performance on the part of the lot owner.
3. An action in equity for such other equitable relief as may be necessary under the circumstances, including injunctive relief.

The lot owner so violating shall reimburse the Association for its reasonable attorney's fees incurred by bringing such action. If the Association fails to bring action within thirty (30) days from the date requested in writing to do so by a lot owner other than the violator, then any lot owner other than the violator may bring action on account of violation in the manner provided above. Any violations which are deemed by the Board of Directors to be a hazard to public health, may be corrected immediately as an emergency matter by the Association, and the cost thereof shall be charged to the lot owner as a specific item, which shall be a lien against said unit with the same force and effect as if the charge were a part of the common expenses.

B. Negligence or Carelessness of Lot Owner. All lot owners shall be liable for the expenses of any maintenance, repair, or replacement rendered necessary by his act, neglect, or carelessness, or by that of any Member of his family, or his or their guests, employees, agents, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation. The expense for any maintenance, repair or replacement required, as provided in this section, shall be charged to said lot owner on individual assessment, which shall be a lien against said lot with the same force and effect as if the charge were part of the common expenses.

C. Costs and Attorneys' Fees. In any proceeding arising because of an alleged default by a lot owner, the Association shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be determined by the Court.

D. No Waiver of Rights. The failure of the Association or of a lot owner to enforce any right, provision, covenant or condition, shall not constitute a waiver of the right of the Association or lot owner to enforce such right, provision, covenant or condition in the future.

E. Documents. All rights and privileges granted to the Association of lot owners are subject to any terms, provisions, covenants, or conditions of the following documents: Articles of Incorporation of LONG LAKE ESTATES, the Bylaws of LONG LAKE ESTATES, and the Declaration of Covenants and Restrictions of LONG LAKE ESTATES.

The foregoing are adopted and declared as the Bylaws of LONG LAKE ESTATES PROPERTY OWNERS ASSOCIATION, INC. an incorporated, non-profit Association.

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CERTIFICATE OF AMENDMENT

(SEAL)

EXHIBIT A

Amendment to the Second Amended and Restated Declaration of
Covenants and Restrictions of:
LONG LAKE ESTATES PROPERTY OWNERS ASSOCIATION, INC.
(A Florida not for Profit Corporation)

Words underlined shall be added words ~~struck through~~ shall be deleted.

Section II, Paragraph 6 of the Second Amended and Restated Declaration of Covenants and Restrictions of Long Lake Estates Property Owners Association, Inc. shall be amended as follows:

Fences and Walls. Fences are discouraged and when a barrier is desired, landscaping is suggested as a substitute. The composition, location and height of any fence or wall to be constructed on any lot shall be subject to the approval of the A.R.C. The A.R.C. shall require the composition of any fence or will to be consistent with the material used in the surrounding homes and other fences, if any. In any case, no fence may exceed five feet (5') in height. Walls erected along the Florida Turnpike can have a height that is allowed by Palm Beach County. Wire mesh fences may be approved but must be completely hidden by shrubs and plantings from outside.

EXHIBIT A

Amendment to the Second Amended and Restated By Laws of:
LONG LAKE ESTATES PROPERTY OWNERS ASSOCIATION, INC.
(A Florida not for Profit Corporation)

Words underlined shall be added words ~~struck through~~ shall be deleted.

Article VII paragraph C.1 of the Seconded Amended and Restated By Laws of Long Lakes Estates Property Owners Association, Inc. be amended as follows:

At least ninety (90) days prior to the Annual Meeting, the Board of Directors shall propose an estimated "Basic Services and Road Reserves Budget", which shall provide for the following:

1. Guardhouse
 - a. Guard Service: One (1) person, twenty-four (24) hours per day, three hundred sixty-five (365) days per year.
 - b. Maintenance of the exterior of the guardhouse, including pest control.
 - c. Water, electric, telephone service to the guardhouse.
 - d. Maintenance of existing automatic gates.
 - e. Guard Service: One (1) roving security guard ~~eight (8)~~ twenty-four (24) hours per day, three hundred sixty-five days per year.

SACHS & SAX

ATTORNEYS AT LAW

SUITE 4150
301 YAMATO ROAD
BOCA RATON, FLORIDA 33431

TELEPHONE (561) 994-4499
DIRECT LINE (561) 237-6888
FACSIMILE (561) 994-4985

STEVEN G. RAPPAPORT, ESQ.
ALSO ADMITTED IN THE DISTRICT OF COLUMBIA
e-mail: srappaport@sslawfl.com

January 24, 2007

Andrew Mosberg, President
Long Lake Estates Property Owners Association, Inc.
c/o United Community Management
11784 West Sample Road
Coral Springs, Florida 33065

**Re: Long Lake Estates Property Owners' Association, Inc.
Our File No. 0569.01**

Dear Mr. Mosberg:

Enclosed please find the recorded amendments to the Rules and Regulations for Long Lake Estates Property Owners' Association, Inc., the Second Amended and Restated Bylaws of Long Lake Estates Property Owners' Association, Inc., the Second Amended and Restated Declaration of Covenants and Restrictions of Long Lake Estates, and the Architectural Review Committee (ARC) Building Requirements, Rules and Regulations. As you can see, the amendments were all recorded on January 17, 2007 in the Public Records of Palm Beach County. Please note that we have also retained copies for our document file.

Should you have any additional questions regarding this matter, please do not hesitate to contact us.

Very truly yours,

SACHS & SAX



STEVEN G. RAPPAPORT

SGR/eb
Enclosure

Long Lake Estates Property Owners Association, Inc.
c/o United Community Management Corp.
11784 West Sample Road
Coral Springs, Florida 33065
(954) 752-8119; Fax (954) 752-3352

FINAL MAILING OF ANNUAL MEETING INFORMATION

January 25, 2011

Dear Homeowner:

In preparation for the Association's Annual Meeting to be held on Thursday, February 17, 2011 at the Boca Country Club, we are enclosing the following:

- Notice of the Annual Meeting
- Agenda for the Annual Meeting
- Biographical statements of the candidates for the Board of Directors
- Final Basic Services Budget
- Proposal and the recommendation of the Board regarding this proposal
- Ballot
- Ballot Envelope
- Ballot Return Envelope **(Must have name printed and signed by owner with lot number or address to be valid)**

Five (5) candidates submitted their names to run for the five (5) Board positions, these names appear on the ballot, additional nominations will be taken from the floor at the Annual Meeting. It is important that you vote.

There is a proposal to be voted on. Read the proposal carefully, along with the Board's recommendations and VOTE.

Please try to attend the Annual Meeting. Your presence and vote are important. If you are unable to attend, please mail your completed ballot.

We look forward to seeing each of you at the Annual Meeting.

Sincerely,

The Board of Directors

Cathy Baker
June Gelb
Andrew Mosberg
Toni Valentino
Michael Zammiello

LONG LAKE ESTATES PROPERTY OWNERS ASSOCIATION, INC.

NOTICE OF ANNUAL MEETING

The Annual Meeting of the Long Lake Estates Property Owners Association will be held on Thursday, February 17, 2011 at the Boca Country Club (17751 Boca Club Road, Boca Raton, FL) at 7:30 p.m.

THE PROCESS

- The enclosed one (1) proposal is to be voted on at the Annual Meeting.

LONG LAKE ESTATES PROPERTY OWNERS ASSOCIATION, INC.

AGENDA

FOR ELECTION OF DIRECTORS AND ANNUAL MEETING

**THURSDAY
FEBRUARY 17, 2011
7:30 p.m.
at the
BOCA COUNTRY CLUB
17751 BOCA CLUB BLVD
BOCA RATON, FL**

***(Congress Avenue just North of Clint Moore Road)
(Coffee and deserts will be served)***

- I. Call to Order:
 - A) Certifying of Quorum
 - B) Proof of Notice of Meeting
- II. Reading & Disposal of Unapproved Minutes
- III. Election of Directors:
 - Introduction of Candidates
 - Nominations from the floor
- IV. Discussion of Submitted Proposal
- V. Voting
- VI. Committee Reports
- VII. Good & Welfare
- VIII. Results of Voting
- IX. Adjourn

Cathy Baker
18283 Daybreak Drive

After serving on the Board of Directors for the past six years, I am happy to seek re-election for a 7th term. I have been living in Long Lake Estates for the past 13 years along with my husband, Robbie and my three children.

I have enjoyed working on the Board for the past six years, and have served as both secretary and treasurer for the past four.

Long Lake Estates is a very special neighborhood, I would like to make sure it stays that way.

I work very well with all board members and I ask for you to return us for another year of service.

Thanks for your support.

Cathy Baker

JUNE A. GELB BIOGRAPHY

Long- time residents of Long Lake Estates know my background quite well and know that I have always worked on the board to keep our community as prestigious as it is.

For new homeowners, I want to assure them that I have the knowledge and commitment to continue working for our residents so that Long Lake will remain as beautiful as ever. I frequently walk the community, noting any problems and reporting back to the management company. With the board, I worked vigorously to develop the new entrance, knowing that it would enhance Long Lake and ensure its real estates values.

We have a unique community. Rarely can one find the large lots and individual architecture that we have here, not to mention the lovely, old trees lining our streets. Rules have been made only for the security and well-being of all our owners and are not onerous.

I have served in the past as your president and, having lived here since 1992, I am very much aware of our history. With the current economy affecting so many of us, I am determined to keep costs under control while not jeopardizing our standards. I am ready to listen to your concerns, and I hope you will re-elect me so I can continue to serve you.

**June A. Gelb
Lot 26**

ANDREW MOSBERG
8164 Twin Lake Drive
Lot 79

I am delighted to seek re-election to the Long Lake Estates Board of Directors. Along with my wife Alice and our two daughters, I have lived in Long Lake the past fifteen years.

I have served as a member of the Board for the past twelve years and the last eleven as your President.

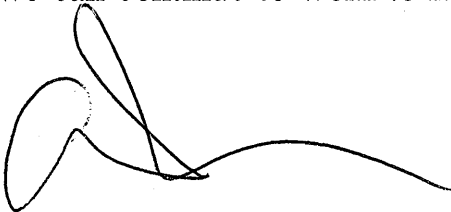
I am a Certified Public Accountant and the chairman of the Board and Co-Owner of United Community Management Corp.

I have always tried to lead this Community with a philosophy of enforcing the rules of the Association with fairness and reason.

My knowledge of Associations and Florida law is invaluable.

Integrity, Honesty, Experience, Reasonableness are qualities you should be looking for in individuals to represent our Community.

I ask that you return me to office along with the current Board of Directors, so we can continue to work to keep Long Lake the premier property that it is.

A handwritten signature in black ink, appearing to be 'A. Mosberg', with a long horizontal flourish extending to the right.

Dear Friends & Neighbors,

Happy Holidays to everyone!

I would like to take a moment of your time to introduce myself. My name is Toni Valentino and I am a current resident of Long Lake Estates. I have been a resident of this community for close to 13 years now and serving on the Home Owners Association for one year. I reside at 18680 Long Lake Drive Lot #44 with my family - husband Lloyd, Mother Barbara, my son Oliver and daughter Julianna.

I am a dedicated licensed real estate professional in South Florida. I have an office in the Palm Beach area and have been matching families to their perfect homes since 1993. I started my career in real estate in 1988 in the New York area. Coming from a real estate family there was really not much of a choice! But I love the profession and would not trade it, even 21 years later!

I ask you today, to VOTE for Toni Valentino to serve on the homeowner board of our great community. I feel that I can truly understand what the homeowners' like/dislike; what they need from our community and what we can do to make this community better - just from living here these past 13 years and from being in the real estate business. I promise I will listen to your suggestions and make sure the homeowners board hears them; I will keep you informed of all/any developments in regards to our neighborhood; and I will look for solutions to make this neighborhood the BEST it can be for us, our children and our families.

It has been a true pleasure living and raising my children in this wonderful community so that is why I, Toni Valentino, would like to serve on your board and give back to community which has given me so much. I look forward to the opportunity to assist you in any way possible.

Have a wonderful and safe New Year!

Very Truly Yours,

Toni Valentino

Michael Zammiello
8760 Twin Lake Drive

I have been an owner in Long Lake Estates for the past five years and living in the Community for the past three years, with my wife Adrienne and our five children.

I was elected to the Long Lake Board three years ago and am seeking re-election this year.

I graduated from Washington University in Saint Louis with a finance degree from the Business School. I also graduated from Boston University School of Law.

I currently serve on the Board of Saint Andrew's School.

I am in the Real Estate development business: one of my projects was the hi-rise residential project known as Toscana, which is comprised of three eighteen story buildings.

Given my background in law, business and construction, I feel I am well qualified to help the Community.

Please return me along with my fellow Board members for another term.

Long Lake Estates Property Owners Association, Inc.
Approved Budget
April 1, 2011 - March 31, 2012

	Budget	Annual Per Lot	Quarterly Per Lot
<u>Guard House</u>			
Guard Service	\$ 400,400	\$ 3,178	794
Water	1,500	12	3
Electric (Front Entrance)	11,100	88	22
Telephone	3,000	24	6
Pest Control Includes Clint Moore	-	0	-
Gate and Computer Maintenance	1,800	14	4
Total	417,800	3,316	829
<u>Operating Expenses</u>			
Sprinkler Maintenance & Repair	8,400	67	17
Lake Treatment	9,156	73	18
Lawn Maintenance	61,388	487	122
Fertilization/Pest Control	8,980	71	18
Landscaping/Mulch/Tree Replacement	5,000	40	10
Tree Trimming	6,000	48	12
Common Area Maintenance	13,500	107	27
Fountain R & M	6,900	55	14
Street Light Electric	12,840	102	25
Office & Adm Expense	4,175	33	8
Legal	2,000	16	4
Insurance	14,000	111	28
Accounting	7,200	57	14
Audit	3,600	29	7
Management Fee	19,080	151	38
Annual Meeting	1,000	8	2
Debt Service (110 Homes)	250,800	2,280	570
Bad Debt	15,200	120	30
Trimming of Ficus Trees Bordering FPL Street Lights	2,500	20	5
Total Operating Expense	\$ 451,719	\$ 3,875	\$ 969
Total Guard House & Operating Exp	\$ 869,519	\$ 7,190	\$ 1,798
Contingency	43,500	\$ 345	\$ 86
Road Reserve	10,000	\$ 79	\$ 20
Total	\$ 53,500	\$ 425	\$ 106
Assessment-Prior to Supplemental Budget Items	\$ 923,019	\$ 7,616	\$ 1,904
Per Unit Per Quarter	\$ 1,904		
Homes that paid their portion of Debt Service	\$ 1,334		
 Year Ending 3/31/11			
Estimated Revenue	\$ 930,000		
Estimated Expenses	650,000		
Net	<u>\$ 280,000</u>		

Proposal

The Board of Directors of Long Lakes Estates HOA shall review and put out for bidding, every two years, all operating expense contracts that cost the association over \$5000.00 annually. This shall include, but not limit to, lawn maintenance, tree trimming, management fees, fountain services, etc.

Submitted by: Ellen Rosaler
Lot 40

No cost to implement this proposal

THE BOARD DOES NOT SUPPORT THIS PROPOSAL

The Board takes seriously its responsibility to determine that association contracts are fair and competitive. This is why maintenance assessments have no change this year. We continuously monitor the work of our vendors and make changes when necessary. We certainly would not wait two (2) years to do so. It is impractical to require bids be put out every two (2) years.