

DSL

FILED
Dec 15 7 39 AM '81
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION
OF
DGS LAGOS HOMEOWNERS ASSOCIATION, INC.

WE, the undersigned, hereby associate ourselves together for the purpose of becoming incorporated under the laws of the State of Florida applicable to corporations not for profit under the following proposed Charter:

ARTICLE I

Name

The name of the corporation shall be DOS LAGOS HOMEOWNERS ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the Association. The registered office of the corporation shall be 2328 South Congress Avenue, West Palm Beach, Florida 33401.

ARTICLE II

Purpose

- The general nature of the purposes of the corporation shall be to:
- a. Encourage and promote the improvement of the multi family tracts and single family lots composing the plat of Dos Lagos, a P.U.D., according to the Plat thereof as recorded in Plat Book 43, pages 24 through 28, public records of Palm Beach County, Florida; to protect the owners of lots, tracts, condominium units or parcels located therein against improper use of surrounding property which will depreciate the value of their property; to preserve the natural beauty of said property; to provide adequately for the quality of life to the owners of property in the plat and thereby enhance the value of the investment made by purchasers of lots, tracts, condominium units or condominium parcels in said plat; and to maintain and preserve the beauty and desirability of the property for its members.
 - b. To maintain and preserve the buffer areas, water management tracts and roadway tracts pursuant to the requirements of the Articles of Incorporation of this Association, the Plat of Dos Lagos, a P.U.D. as shown in Plat Book 43, pages 24 through 28, public records of Palm Beach County, Florida, the Declaration of Protective Covenants, Restrictions, Reservations, Servitudes and Easements.
 - c. To acquire, build, equip, maintain on any land, structures which may be necessary or incident to the general purposes for which the corporation is organized and to maintain the street signs and lights, if any, within the area the Association is required to maintain.
 - d. To engage in any other acts not specifically prohibited to corporations not for profit by the laws of the State of Florida.

ARTICLE III

Qualification of Members and Voting

Membership in the Association shall be composed of owners of the single family lots, multi family tracts and individual condominium units or condominium parcels, according to the Plat of Dos Lagos, a P.U.D. recorded in Plat Book 43, pages 24 through 28, public records of Palm Beach County, Florida, and any Declaration of Condominium which is filed on any multi family tract located within the Plat.

The owner of each lot, condominium unit or condominium parcel shall be a member of the Association and shall be entitled to one vote. However, in the event that a multi family tract has not been developed or is in the process of development and individual condominium units or parcels have not been sold, the owner of the multi family tract shall be entitled to a number of votes equal to the maximum number of units that can be built under applicable government regulations on each tract. If ownership is vested in more than one person, then all the persons so owning said property shall be members eligible to hold office, attend meetings, etc., but as hereinafter indicated the vote of a owner of a lot, multi family tract or condominium unit or condominium parcel shall be cast by the "voting member" as set forth in the By-Laws of the Association. If ownership is vested in a corporation, said corporation may designate an individual officer or employee of the corporation as its voting member.

ARTICLE IV

Term

The corporation shall have perpetual existence.

ARTICLE V

Subscribers

The names and addresses of the subscribers are as follows:

Gil Bannerman - 2328 South Congress Avenue, West Palm Beach,
Florida 33406

Patrick J. Disalvo - 2328 South Congress Avenue, West Palm Beach,
Florida 33406

George A. Ray - 2328 South Congress Avenue, West Palm Beach,
Florida 33406

ARTICLE VI

Management of the Corporation

The affairs of the corporation are to be managed by not less than three (3) nor more than nine (9) members who shall

comprise the Board of Directors. From the Board of Directors there shall be elected the following officers:

President
Vice-President
Secretary-Treasurer

Such officers to be elected by the members of the Board of Directors and serve terms of one (1) year each.

ARTICLE VII

First Officers

The names of the officers who are to manage all of the affairs of the corporation until the first election under this Charter are as follows:

Gil Bannerman - President
George A. Ray - Vice-President
Patrick J. Disalvo - Secretary-Treasurer

ARTICLE VIII

First Board of Directors

The number of persons constituting the first Board of Directors shall be three (3), whose names and addresses are as follows:

Gil Bannerman - 2328 South Congress Avenue, West Palm Beach,
Florida 33406
Patrick J. Disalvo- 2328 South Congress Avenue, West Palm Beach,
Florida 33406
George A. Ray - 2328 South Congress Avenue, West Palm Beach,
Florida 33406

ARTICLE IX

By-Laws

The By-Laws of the corporation are to be made, altered or rescinded by the Board of Directors, subject to the approval of the membership of the Association.

ARTICLE X

Registered Office and Agent

The registered office of the corporation shall be 2328 South Congress Avenue, West Palm Beach, Florida 33406 and the Registered Agent of the corporation shall be Gil Bannerman whose address is 2328 South Congress Avenue, West Palm Beach, Florida 33406.

ARTICLE XI

Amendments to Articles of Incorporation

Amendments to the Articles of Incorporation shall be approved by the Board of Directors, proposed by them to the

members and approved at any members' meeting by a two-thirds vote of the members present, providing not less than thirty days' notice by mail shall have been given to all members setting forth the proposed amendment. The determination of what is proper notice shall be made by the Association pursuant to reasonable rules and regulations which shall be set forth in the By-Laws of the Association.

ARTICLE XII

Indemnification

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except when the director or officer is adjudged guilty of willful misfeasance or malfeasance 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 directors or officer may be entitled.

ARTICLE XIII




Powers

The Association shall have all powers permitted to corporations not for profit under Chapter 617, Florida Statutes, as amended.

ARTICLE XIV

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

IN WITNESS WHEREOF, the subscribers have affixed their signatures this 8th day of December, 19 81.


Bill Bannerman

Patrick J. Disalvo


CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN FLORIDA, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

DEC 15 7 39 AM '81
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

IN COMPLIANCE WITH SECTION 48.091, FLORIDA STATUTES
FOLLOWING IS SUBMITTED:

FIRST--THAT DOS LAGOS HOMEOWNERS ASSOCIATION, INC.
(NAME OF CORPORATION)

DESIRING TO ORGANIZE OR QUALIFY UNDER THE LAWS OF THE STATE OF FLORIDA,

WITH ITS PRINCIPAL PLACE OF BUSINESS AT CITY OF WEST PALM BEACH
(CITY)

STATE OF FLORIDA, HAS NAMED GIL BANNERMAN
(STATE) (NAME OF REGISTERED AGENT)

LOCATED AT 2328 SOUTH CONGRESS AVENUE,
(STREET ADDRESS AND NUMBER OF BUILDING,
POST OFFICE BOX ADDRESSES ARE NOT ACCEPTABLE)

CITY OF WEST PALM BEACH, STATE OF FLORIDA, AS ITS AGENT TO ACCEPT
(CITY)

SERVICE OF PROCESS WITHIN FLORIDA.

SIGNATURE 
(CORPORATE OFFICER)
Gil Bannerman

TITLE President

DATE December 8, 1981

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES.

SIGNATURE 
(REGISTERED AGENT)
Gil Bannerman

DATE December 8, 1981

CORP. 25
1/1/76

EXHIBIT 12 BY-LAWS OF
DOS LAGOS HOME OWNERS' ASSOCIATION, INC.

SOUTH LAKE II, a Condominium

BY-LAWS

OF

DOS LAGOS HOMEOWNERS ASSOCIATION, INC.
(A corporation not for profit)

ARTICLE I

Identity

The following By-Laws shall govern the operation of DOS LAGOS HOMEOWNERS ASSOCIATION, INC., a corporation not for profit, (hereafter called the "Association").

The Association is an incorporated nonprofit association, organized and existing pursuant to Chapter 617, Florida Statutes, for the purpose of maintaining and preserving the beauty and desirability of properties of its members.

Section 1. The office of the Association shall be at 2328 South Congress Avenue, West Palm Beach, Florida 33406, or at such other place as may be subsequently designated by the Board of Directors of the Association.

Section 2. The seal of the corporation will bear the name of the corporation, and the word "Florida", the words "corporation not for profit", and the year of the incorporation, an impression of which is as follows:

ARTICLE II

Membership and Voting Provisions

Section 1. Membership in the Association shall be limited to owners of all of the real property described as shown on the Plat of Dos Lagos, a P.U.D., according to the Plat thereof as recorded in Palm Beach County, Florida. Transfer of ownership, either voluntarily or by operation of law, shall terminate membership in the Association, and said membership is to become vested in the transferee. If ownership is vested in more than one person, then all of the persons so owning said property shall be members eligible to hold office, attend meetings, etc., but, as hereinafter indicated the vote of a lot owner shall be cast by the "Voting Member". If ownership is vested in a corporation, said corporation may designate an individual officer or employee of the corporation as its voting member.

Section 2. Voting

(a) All lot owners and unit owners shall have an equal vote. Provided, however, the owner of a multi-family lot shall be entitled to one vote for each unit which may be constructed on the lot according to applicable zoning regulations up until such time the lot is actually developed and individual townhouse or condominium units are created.

(b) A vote of 51% shall decide any questions unless the By-Laws or Articles of Incorporation provide otherwise, in which event the voting percentages required in the By-Laws or Articles of Incorporation shall control.

Section 3. Quorum. Unless otherwise provided in these By-Laws, the presence in person or by proxy of one third of the members' total votes shall constitute a quorum.

Section 4. Proxies. Votes may be cast in person or by proxy. All proxies shall be in writing and signed by the person entitled to vote (as set forth in Section 5 below) prior to the meeting in which they are to be used. Proxies shall be valid only for the particular meeting designated therein. Where a property is owned jointly by a husband and wife and they have not designated one of them as a voting member, a proxy which designates a third person must be signed by both husband and wife.

Section 5. Designation of Voting Member. If a property is owned by one person, his right to vote shall be established by presentation to the Secretary of the Association of a certified copy or original of the deed of conveyance to the property. He shall be a "voting member". If a property is owned by more than one person, a certified copy of the deed of conveyance of the property, and a certificate, signed by all of the record owners of the property, designating the member entitled to vote, shall be filed with the Secretary of the Association. If a property is owned by a corporation, the officer or employee thereof entitled to cast the vote for the property for the corporation shall be designated in a Certificate for this purpose, signed by the President or Vice-President, attested to by the Secretary or Assistant Secretary of the corporation, and filed with the Secretary of the Association. The person designated in such Certificate who is entitled to cast the votes for a property shall also be known as a "voting member". If such a Certificate is not on file with the Secretary of the Association for a property owned by more than one person or by a corporation, the votes of the properties concerned shall not be considered in determining the requirement for a quorum or for any purpose requiring the approval of a person entitled to cast the votes for the property. Such Certificates shall be valid until revoked or until superseded by a subsequent Certificate, or until a change in ownership of the property concerned. If a property is owned jointly by a husband and wife, the following three provisions are applicable thereto:

(a) They may, but shall not be required to, designate a voting member.

(b) If they do not designate a voting member and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting. (As previously provided, the votes of individual pieces of property are not divisible.)

(c) Where they do not designate a voting member, and only one is present at a meeting, the person present may cast the votes, just as though he or she owned the property individually and without establishing the concurrence of the absent person.

ARTICLE III

Meeting of the Membership

Section 1. Time. The annual members' meeting shall be held at 7:30 p.m., local time, on the first Thursday in March for each year for the purpose of electing Directors and transacting any other business authorized to be transacted by the members; provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next succeeding Thursday.

Section 2. Place. All meetings of the Association membership shall be held at a location convenient to the members at such place and at such time as shall be designated by the Board of Directors of the Association and stated in the Notice of the meeting.

Section 3. Notices. It shall be the duty of the Secretary to deliver a notice of each annual or special meeting, stating the time and place thereof, to each voting member, at least five (5) days but not more than fifteen (15) days prior to such meeting. Notice of any special meeting shall state the purpose thereof. All notices shall be served at the address of the property owner as it appears on the books of the Association.

It shall be the obligation of the property owner or his condominium association, if applicable, to notify the Association at the time any property is sold and to furnish the name and mailing address of the new purchaser. The Association shall be entitled to rely for the purpose of the notice provisions of these Articles upon the latest notification which they have received in writing from the property owner.

Section 4. Meetings. Meetings of the members for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President, and shall be called by the President or Secretary at the request, in writing, of a majority of the Board of Directors, or at the request in writing of voting members representing a majority of the property owners' total votes, which request shall state the purpose of the proposed meeting. Business transacted at all meetings shall be confined to the objects stated in the notice thereof.

Section 5. Waiver and Consent. Whenever the vote of members at a meeting is required or permitted by any provision of these By-Laws to be taken in connection with any action of the Association, the meeting and vote of members may be dispensed with if two-thirds (2/3) of the members who would have been entitled to vote upon the action if such meeting were held, shall consent, in writing, to such action being taken; however, notice of such action shall be given to all members.

Section 6. Adjourned Meeting. If any meeting or members cannot be organized because a quorum of voting members is not present, either in person or by proxy, the meeting may be adjourned from time to time until a quorum is present.

ARTICLE IV

Directors

Section 1. Number, Term and Qualifications. Prior to the first annual meeting, the affairs of the Association shall be managed by a Board of Directors composed of three (3) persons. The term of each Director's service shall be one (1) year and

shall extend until the next annual meeting of the members or until his successor is duly elected and qualified, or until he is removed in the manner provided for in Section 3 below.

Section 2. First Board of Directors.

(a) The first Board of Directors of the Association who shall hold office and serve until the first meeting of members and until their successors have been elected and qualified, shall consist of the following:

Gil Bannerman
Patrick J. Disalvo
George A. Ray

(b) The organizational meeting of a newly elected Board of Directors of the Association shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected and no further notice of the organizational meeting shall be necessary, provided a quorum shall be present.

(c) The entire membership of the Board of Directors shall be appointed by the Developer until 75% of the total potential units in Dos Lagos, a P.U.D. are sold or until five years after the date of the recording of the Declaration of Restrictions for Dos Lagos -P.U.D., whichever shall first occur. Subsequent Boards of Directors shall be elected in accordance with the Articles of Incorporation and these By-Laws of the Association.

Section 3. Removal of Directors. At any time after the first meeting of the membership, at any duly convened regular or special meeting, any one or more of the Directors may be removed, with or without cause, by the affirmative vote of the voting members casting not less than two-thirds (2/3) of the total votes present at said meeting and a successor may then and there be elected to fill the vacancy thus created. Should the membership fail to elect said successor, the Board of Directors may fill the vacancy in the manner provided in Section 4 below.

Section 4. Vacancies on Directorate. If the office of any Director or Directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office, or otherwise, a majority of the remaining Directors, though less than a quorum, shall choose a successor or successors who shall hold office for the balance of the unexpired term in respect to which such vacancy occurred or such vacancy may remain unfulfilled. The election held for the purpose of filling said vacancy may be held at any meeting of the Board of Directors.

Section 5. Disqualification and Resignation of Directors. Any Director may resign at any time by sending a written notice of such resignation to the office of the corporation, delivered to the Secretary. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the Secretary. Commencing with the Directors elected at the first meeting of the membership, the transfer of title of his property by a Director shall automatically constitute a resignation, effective when such resignation is accepted by the Board of Directors, unless the Director continues to own other property. Directors appointed by the Developer need not be property owners or members of the Association. No member shall continue to serve on the Board should he be more than thirty (30) days delinquent in payment of an assessment and said delinquency shall automatically constitute a resignation effective when said delinquency is confirmed by the Board of Directors.

Section 6. Meetings. Meetings of the Board of Directors may be called by the President, and in his absence by the Vice President, or by a majority of the members of the Board of Directors by giving five (5) days' notice, in writing, to all of the members of the Board of Directors of the time and place of said meeting. All notice of meetings shall state the purpose of the meeting.

Section 7. Directors Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may waive notice of such meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required, and any business may be transacted at such meeting.

Section 8. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business and the acts of the majority of the Directors present at such meetings at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At each such adjourned meeting, any business which might have been transacted at the meeting, originally called, may be transacted without further notice. The joinder of a Director in the Action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

Section 9. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as allowed by law, by the Articles of Incorporation or by these By-Laws directed to be exercised and done by the members. These powers shall specifically include, but shall not be limited to, the following:

- (a) To exercise all powers specifically set forth in the Articles of Incorporation, in these By-Laws, by law, and all powers incidental thereto.
- (b) To make assessments, collect assessments and use and expend the assessments to carry out the purposes and powers of the Association.
- (c) To employ, dismiss and control the personnel necessary for the maintenance and preservation of the area described herein, including the right and power to employ attorneys, accountants, contractors and other professionals as the need arises.
- (d) To make and amend regulations respecting the operation and use of the facilities, and the use and maintenance of any property acquired by the Association.
- (e) To designate one or more committees which, to the extent provided in the resolution designating said committee, shall have the powers of the Board of Directors in the management of the business and affairs of the Association. Such committees shall consist of at least three (3) members of the Association, one of whom shall be a Director. The committee or committees shall have such name or names as may be determined from time to

time by the Board of Directors and said committee(s) shall keep regular minutes of their proceedings and report the same to the Board of Directors as required. The foregoing powers shall be exercised by the Board of Directors or its contractor or employees, subject only to approval by members when such is specifically required.

ARTICLE V

Officers

Section 1. Elective Officers. The principal officers of the Association shall be a President, Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors. The President shall be a member of the Board of Directors.

Section 2. Election. The officers of the Association designated in Section 1 above shall be elected by the Board of Directors at the organizational meeting of each new Board following the meeting of the members.

Section 3. Appointive Officers. The Board may appoint Assistant Secretaries, Assistant Treasurers, and such other officers as the Board deems necessary.

Section 4. Term and Compensation. The officers of the Association shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed at any time with or without cause by the Board of Directors; provided, however, that no officer shall be removed except by the affirmative vote for removal by a majority of the whole Board of Directors. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors. No compensation will be paid to the officers of the Association.

Section 5. The President. He shall be the chief executive officer of the Association; he shall preside at all meetings of the property owners and of the Board of Directors. He shall have executive powers and general supervision over the affairs of the Association and other officers. He shall sign all written contracts and perform all of the duties incident to his office which may be delegated to him from time to time by the Board of Directors.

Section 6. The Vice President. He shall perform all of the duties of the President in his absence and such other duties as may be required of him from time to time by the Board of Directors.

Section 7. The Secretary. He shall issue notice of all Board of Director's meetings and all meetings of the property owners; he shall attend and keep the minutes of same; he shall have charge of all of the Association's books, records and papers, except those kept by the Treasurer. If an Assistant Secretary is appointed, he shall perform the duties of the Secretary in the Secretary's absence.

Section 8. Treasurer.

(a) He shall have custody of the Association's funds and securities, shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name of and

to the credit of the Association in such depositories as may be designated from time to time by the Board of Directors of the Association.

(b) He shall disburse the funds of the Association as may be ordered by the Board of Directors in accordance with these By-Laws, making proper vouchers for such disbursements and shall render to the President and the Board of Directors at the regular meetings of the Board of Directors, or whenever they may require it, an account of all of his transactions as Treasurer and of the financial condition of the Association.

(c) He shall collect the assessments and shall promptly report the status of collections and of all delinquencies to the Board of Directors of the Association.

(d) He shall give status reports to potential transferees on which reports the transferee may rely.

(e) If an Assistant Treasurer is appointed, he shall perform the duties of the Treasurer in the Treasurer's absence.

Section 9. First Officers. The Officers of the Association who shall hold office and serve until the first election of officers by the first Board of Directors of the Association following the first meeting of members and pursuant to the terms of these By-Laws, are as follows:

President - Gil Bannerman

Vice President - Patrick J. Disalvo

Secretary/Treasurer - Patrick J. Disalvo

ARTICLE VI

Finances and Assessments

Section 1. Depositories. The funds of the Association shall be deposited in such banks and depositories as may be determined by the Board of Directors from time to time upon resolution approved by the Board of Directors and shall be withdrawn only upon checks and demands for money signed by such officer or officers of the Association as may be designated by the said Board of Directors.

Section 2. Fiscal Year. The fiscal year of the Association shall begin on the first day of January of each year; provided, however, that the Board of Directors is expressly authorized to change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed by the Internal Revenue Code of the United States of America at such time as the Board of Directors deems it advisable.

Section 3. Determination of Assessment.

(a) The Board of Directors of the Association shall fix and determine, from time to time, the sums necessary and adequate for the expenses of the Association.

Expenses shall include expenses for the operation, maintenance, repair, replacement, or taxes of Association property, utilities, costs of carrying out the powers and duties of the Association, all insurance premiums and expenses relating thereto, including fire insurance and extended coverage, and any other expenses

designated from time to time by the Board of Directors of the Association. The Board of Directors is specifically empowered, on behalf of the Association, to make and collect assessments. Funds for the payment of expenses shall be assessed against the property owners equally in accordance with their voting rights. Said assessments shall be payable semi-annually in advance, unless otherwise ordered by the Board of Directors. Special assessments, should such be required by the Board of Directors, shall be levied in the same manner as hereinbefore provided for regular assessments and shall be payable in the manner determined by the Board of Directors.

(b) When the Board of Directors has determined the amount of any assessment, the Treasurer of the Association shall mail or present to each lot owner or unit owner a statement of said lot owner's or unit owner's assessment. As a matter of convenience, in the event one or more of the multi-family lots are submitted to condominium, assessments for all members of the condominium association may be mailed to the condominium association for distribution to the condominium unit owners. Also as a matter of convenience, the condominium association shall be entitled to collect individual unit owner's assessments payable to Dos Lagos Homeowners Association. However, in the event of non-payment it shall be the responsibility of the Homeowners Association to collect said assessments to file the appropriate liens. All assessments shall be payable to the Treasurer of the Association, and upon request, said Treasurer shall give a receipt for each payment made to him.

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

Section 4. Co-Mingling of Funds. All sums collected by the Association from assessments may be co-mingled in a single fund belonging to the Association or another party, or it may be divided into more than one fund, as determined by the Board of Directors.

Section 5. Acceleration of Assessment Installments Upon Default. The Board of Directors shall have the power to collect assessments in monthly installments. If a property owner shall be in default in the payment of an installment upon any assessment, the Board of Directors may accelerate the remaining installments for the fiscal year upon notice thereof to the property owner and, thereupon, the unpaid balance of the assessment shall become due upon the date stated in the notice but not less than fifteen (15) days after delivery of or the mailing of such notice to the property owner.

Section 6. Lien. All property described in the area designated by the Articles of Incorporation, By-Laws and Declaration of Protective Covenants is hereby made subject to a lien and permanent charge in favor of the corporation for annual assessments or charges, and all property hereafter made subject to this

declaration shall automatically be subject to said lien and permanent charge. Any and all of the assessments and charges, together with interest thereon at the rate of fifteen percent (15%) per annum while in default shall constitute a permanent charge upon and a continuing lien on the property to which such assessment relates and such permanent charge and lien shall bind such property in the hands of any and all persons.

In the event that any assessment shall not have been paid within thirty (3) days of the due date, the Treasurer of the Association shall send a delinquency notice by certified mail to the delinquent member. In the event that any assessment shall not have been paid within fifteen (15) days of the receipt of said delinquency notice, the Treasurer shall certify to the Board of Directors the name and address, as well as the amount in arrears, of the member. The Board of Directors shall then cause to be prepared, for execution by the President and Secretary of the Association, a Notice of Lien to be filed with the Clerk of the Circuit Court of Palm Beach County, Florida. When necessary, on receipt of payment of a delinquent assessment, a satisfaction of lien shall be executed and recorded. In the event that any assessment continues to remain in default for 30 days after filing Notice of Lien, the Association shall pursue its remedies at law or in equity to foreclose its lien in the same manner as provided in Chapter 85 of the Florida Statutes. In any proceeding to enforce such lien, the Association shall be entitled to recover its costs of the proceedings and such reasonable attorneys fees as may be determined by the Court.

ARTICLE VII

Compliance and Default

Section 1. Violations. In the event of a violation (other than the non-payment of assessments) by the property owner of any of the provisions of these By-Laws, of the Articles of Incorporation, or any valid restrictive covenants recorded by plat or otherwise, the Association, by direction of its Board of Directors, may notify the property 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 By-Laws, Articles of Incorporation or Declaration of Restrictions, and the Association may then, at its option, have the following elections:

- (a) An action at law to recover damages on behalf of the Association or on behalf of the other property owners;
- (b) An action in equity to enforce performance on the part of the property owner; or
- (c) An action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief.

Upon finding by the Court that the violation complained of is willful and deliberate, the property owner so violating shall reimburse the Association for reasonable attorneys' fees incurred by it in bringing such action. Failure on the part of the Association to maintain such action at law or in equity within thirty (30) days from date of a written request signed by a property owner sent to the Board of Directors, shall authorize any property owner to bring an action in equity or suit at law on account of the violation. Any violations which are deemed by the Board of

Directors to be a hazard to public health may be corrected immediately as an emergency matter by the Association and the cost thereof shall be charged to the property owner as a specific item.

Section 2. Costs and Attorneys' Fees. In any proceeding arising because of an alleged default by a property owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be determined by the court.

Section 3. No Waiver of Rights. The failure of the Association or of a property owner to enforce any right, provision, covenant or condition which may be granted by the plat or by any other valid restrictive covenant shall not constitute a waiver of the right of the Association or property owner to enforce such right, provision, covenant or condition of the future.

ARTICLE VIII

Project Documentation and Notice

Section 1. The Homeowners Association is required to make available to property owners and to holders, insurers or guarantors of any first mortgage, current copies of the Articles of Incorporation, By-Laws and Declaration of Restrictions for Dos Lagos - P.U.D., and other rules concerning the project and the book's records and financial statements of the Homeowners Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

Section 2. All unit owners shall be entitled to receive financial statements for the immediately preceding fiscal year on an annual basis. Any holder, insurer or guarantor of a first mortgage shall be entitled, upon written request, to a copy of the financial statement free of charge to the party so requesting. In the event that holders of 5% or more of the first mortgages request an audited statement, it will be prepared at the expense of the persons requesting it. Any financial statement prepared pursuant to this Section shall be furnished within a reasonable time following a request.

Section 3. Upon written request to the Homeowners Association identifying the name and address of the holder, insurer or guarantor of a mortgage on any unit estate, identifying the unit estate by number or address, any such mortgage holder, insurer or guarantor will be entitled to timely written notice of: (a) any condemnation loss or other casualty loss which effects a material portion of the property or any unit estate on which there is a first mortgage held, insured, or guaranteed by such mortgage holder, insurer or guarantor, (b) any delinquency in the payment of assessments or charges owed by a owner of a unit estate subject to a first mortgage held, insured or guaranteed by the holder, insurer or guarantor which remains uncured for a period of sixty (60) days; (c) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Homeowners Association; (d) any proposed action which will require the consent of a specified percentage of mortgage holders as specified in the Declaration of Restrictions, By-Laws or Articles of Incorporation of the Homeowners Association.

ARTICLE IX

Amendments to the By-Laws

These By-Laws may be altered, amended or added to at any duly called meeting of the property owners, provided:

(1) Notice of the meeting shall contain a statement of the proposed amendment.

(2) The amendment shall be approved by the affirmative vote of the voting members casting not less than sixty-seven percent (67%) of the total votes of the property owners. No amendment shall be made to the By-Laws which would be in conflict with the Declaration of Restriction for Dos Lagos - P.U.D.

(3) Provided, for so long as Developer is a member of this Association, Developer shall have the sole right and power of amendment, annulment or waiver of these By-Laws until 75% of the total potential units in Dos Lagos, a P.U.D. are sold or until five years after the date of the recording of the Declaration of Restrictions, whichever shall first occur.

ARTICLE X

Liability Survives Termination of Membership

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

ARTICLE XI

Parliamentary Rules

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

ARTICLE XII

Rules and Regulations


The Board of Directors may, from time to time, adopt or amend previously adopted administrative Rules and Regulations governing the details of the use and maintenance of properties within the area described in the Articles of Incorporation in order to insure compliance with the restrictive covenants and with any requirements of the Plat or governmental bodies. A copy of the Rules and Regulations, if any, adopted from time to time, as herein provided, shall, from time to time, be sent to the members.

If any irreconcilable conflict should arise or exist with respect to the interpretation of these By-Laws, the Articles of Incorporation or the restrictive covenants, the latter shall prevail.

APPROVED AND DECLARED AS THE BY-LAWS OF THE DOS LAGOS
HOMEOWNERS ASSOCIATION, INC.


DOS LAGOS HOMEOWNERS ASSOCIATION, INC.

By:


Grl Bannerman, President

ATTEST:

By:


Patrick J. Disalvo, Secretary

(CORPORATE SEAL)

EXHIBIT 13 DECLARATION OF PROTECTIVE COVENANTS,
RESTRICTIONS, SERVITUDES AND EASEMENTS OF
DOS LAGOS, a P.U.D., as amended

SOUTH LAKE II, a Condominium

DECLARATION OF RESTRICTIONS

FOR

DOS LAGOS - P.U.D.

WHEREAS, F.S.C., Inc., a Florida corporation, its successors or assigns, hereinafter referred to as "Declarant", is the owner of all of the land on the Plat of Dos Lagos, a P.U.D., recorded in Plat Book 43, pages 24 thru 28, public records of Palm Beach County, Florida, sometimes hereinafter referred to as the "property" or "land"; and

WHEREAS, Declarant intends to sell all of said land, subject to certain protective restrictions, conditions, limitations, reservations and covenants hereinafter referred to as "Protective Restrictions" in order to insure the most beneficial development of said land and to prevent any such use thereof as might tend to diminish the valuable or pleasurable enjoyment thereof or the valuable or pleasurable enjoyment of the surrounding properties.

NOW, THEREFORE, Declarant hereby declares that Protective Restrictions are hereby imposed on said land as follows:

ARTICLE I

A. The land subject to these Protective Restrictions has heretofore been platted as DOS LAGOS, a P.U.D. There are 93 single family lots designated as Lots 1 thru 93 and two multi-family tracts. The multi-family tract is zoned for 202 units and consists of Tracts E thru I and the other multi-family tract is zoned for 128 units and consists of Tracts A thru D. Additionally there is a parcel designated as Recreation Tract "A" which is located in the same area as Tracts A thru D and a parcel designated as Recreation Tract "B" located in the same area as Tract E thru I. It is anticipated that the property subject to these protective covenants shall only be used in conformity with the Plat and applicable zoning laws. In the event that the Plat is hereinafter duly modified or otherwise altered pursuant to law, these restrictions shall automatically be deemed likewise modified or altered to the same effect.

B. The land described in the Plat of Dos Lagos, a P.U.D. contains an area for single family and areas for multi-family use. The intent of these restrictions is to establish Protective Restriction and administrative procedures applicable to all of said use areas.

C. The real property described herein is subject to the covenants, conditions and restrictions herein contained in order to promote the health, safety and social welfare of the owners of the property; to provide for the improvement, maintenance and preservation of the property; to provide and protect the owners of lots and condominium units against the improper use of surrounding lots and condominium units; and to provide for the establishment of a well-designed residential community and thereby enhance the investments made by purchasers of property therein.

ARTICLE II

Association

There shall be created and established a non-profit Florida corporation known as DOS LAGOS HOMEOWNERS ASSOCIATION, INC.,

Recorded in Official Record Book 3824, Page 1485 through 1510, Public Records of Palm Beach County, Florida.

hereinafter referred to as the "Association". The purpose of the Association shall be as set forth in the Articles of Incorporation of the Association and these protective covenants. The Association shall provide an entity for the execution, performance, administration and enforcement of all of the terms and conditions of this Declaration

ARTICLE III

Membership and Voting

Membership in the Association shall be composed of owners of the single family lots, multi family tracts and individual condominium units or condominium parcels, according to the Plat of Dos Lagos, a P.U.D. recorded in Plat Book 43, pages 24 through 28, public records of Palm Beach County, Florida, and any Declaration of Condominium which is filed on any multi family tract located within the Plat.

The owner of each lot, condominium unit or condominium parcel shall be a member of the Association and shall be entitled to one vote. However, in the event that a multi family tract has not been developed or is in the process of development and individual condominium units or parcels have not been sold, the owner of the multi family tract shall be entitled to a number of votes equal to the maximum number of units that can be built under applicable government regulations on each tract. If ownership is vested in more than one person, then all the persons so owning said property shall be members eligible to hold office, attend meetings, etc., but as hereinafter indicated the vote of a owner of a lot, multi family tract or condominium unit or condominium parcel shall be cast by the "voting member" as set forth in the By-Laws of the Association. If ownership is vested in a corporation, said corporation may designate an individual officer or employee of the corporation as its voting member.

ARTICLE IV

Fees, Dues, Charges and Assessments

The Declarant hereby covenants, creates and establishes and each owner of any lot, tract, condominium unit or other part of the property described herein by acceptance of a deed or instrument of conveyance or the acquisition of title in any other manner, shall hereafter be deemed to covenant and agree to pay to the Association the following fees, dues, charges and assessments:

A. Any annual assessment or charge for the purpose of operating the Association and accomplishing any and all of its purposes. Such assessments shall be in equal amounts against each dwelling unit constructed or to be constructed in the plat of Dos Lagos, a P.U.D.

B. Any special assessments for capital improvements, emergencies, or non-reoccurring expenses. Such assessments shall be in equal amounts against each dwelling unit constructed or to be constructed in the plat of Dos Lagos, a P.U.D.

C. Assessments of any kind for the creation of reasonable reserves for any of the aforesaid purposes. Such assessments shall be in equal amounts against each dwelling unit constructed or to be constructed in the plat of Dos Lagos, a P.U.D.

D. Fees or charges that may be established for the use of facilities or for any other purpose deemed appropriate by the Board of Directors of the Association.

E. Charges incurred in connection with the enforcement of any of the terms and conditions hereof.

F. Notwithstanding anything in this Declaration of Protective Covenants to the contrary, Tracts A, B, C and D shall be responsible for the maintenance of Recreation Tract "A" and the owners of Tracts F thru I shall be responsible for the maintenance of Recreation Tract "B". This responsibility for maintenance shall include all expenditures in connection with said recreational facilities, specifically including special assessments for capital improvements, emergencies, or non-reoccurring expenses. This provision will remain in effect and may not be amended.

ARTICLE V

Procedures for the Establishment of Fees, Dues, Charges and Assessments

The Board of Directors of the Association shall approve and establish all sums which shall be payable by members of the Association in accordance with the Articles of Incorporation and By-Laws of the Association and the following procedures:

A. Annual assessments against each of the lots, tracts or condominium units shall be established after the adoption of an operating budget and written notice of the amount and date of commencement thereof shall be given to each owner not less than thirty (30) days in advance of the date thereof. Such annual assessments shall be proportioned duly among the owners. If, in the event that a multi-family tract has not been developed or is in the process of development and individual condominium units or parcels have not been sold, the owner of the multi-family tract shall be responsible to share the assessment equal to the maximum number of units that can be built according to applicable governmental regulations on each tract.

B. Special assessments against the owners and all other fees, dues and charges, including assessments for the creation of reasonable reserves, may be established by the Board of Directors at any regular or special meeting thereof and shall be payable at such time or times as the Board of Directors shall direct.

C. The Board of Directors may, from time to time, establish by resolution, rule or regulation or may delegate to an officer or agent the power and authority to establish specific fees, dues or charges to be paid by owners for the use of facilities or to reimburse the Association for expenses incurred in connection with the enforcement of any of the terms of this Declaration. Such sums shall be payable by the affected member at such time or times as shall be established by the resolution, rule or regulation of the officer or agent.

D. The Association shall prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any owner. Said roster shall contain the name and mailing address of each owner. All notices which the Association may be required to give to any owner shall be deemed property given if mailed to the owner's mailing address as shown on said roster. It shall be the responsibility of each owner to provide to the Association a correct and current mailing address. Failure to provide the Association with such information shall entitle the Association to obtain it from the Public Records. Any expense of such search shall be borne by the owner failing to give notice. The Association shall be entitled to file a lien for such costs including reasonable attorneys' fees.

ARTICLE VI

Enforcement of all Assessments
and Creation of Liens

The collection of all assessments and the creation of liens shall be in accordance with the following provisions:

A. If fees, dues, charges and assessments of any kind are not paid upon the date when due, such sums shall then be and become delinquent and shall, together with interest thereon, all attorneys' fees and all costs of collection, be and become a continuing lien and charge upon the owner. Such lien shall bind all such property in the hands of the owner, his heirs, devisees, personal representatives, successors and/or assigns.

B. If the sums due are not paid within twenty (20) days after the delinquency date, a late charge of twenty per cent (20%) of the sum due may be lawfully charged and added to the sum due and the Association may bring an action to foreclose the lien against the property in like manner as the foreclosure of a mortgage on real property and there shall be added to the amount due in addition to the late charge hereinabove set forth, all costs of collection and/or appeal and all attorneys' fees incurred by the Association in connection with collection and/or appeal. The judgment shall include all of said sums.

ARTICLE VII

Subordination of Liens to Mortgages

The liens for all fees, dues, charges and assessments provided herein, shall be subordinate to the lien of any bona fide mortgage or mortgages, excluding purchase money mortgages, now or hereafter placed upon any lot or condominium unit provided, however, that such subordination shall apply only to the sums which have become due and payable prior to a sale or transfer of such lot, pursuant to a decree of foreclosure or other proceeding in lieu of foreclosure. No sale, transfer, or conveyance of any kind shall relieve any owner from liability or any fees, dues, charges or assessments thereafter becoming due from the lien of any such sums.

ARTICLE VIII

Responsibility of Association

The Association shall, subject to all of the further terms and conditions hereof, maintain, preserve, repair and regulate all of the following property:

A. The entrance area of Dos Lagos, a P.U.D., including any structure, shrubbery, signs, lights, walls, sprinklers or other improvements located thereon.

B. The streets, roads, bridge and other areas and improvements related thereto, including all shrubbery, signs, street lights, walls, sprinklers and other improvements as dedicated to the Association in the Plat of Dos Lagos, a P.U.D.

C. The gates, walls, lights, fences and hedges located around the perimeter of Dos Lagos, a P.U.D.

D. The lakes, drainage easements and all bodies of water located within, around or about Dos Lagos, a P.U.D. Provided, however, that if any docks are constructed on the lakes which are a portion of the common elements of any condominium association or are owned by the association, the maintenance responsibilities for such docks shall reside in the condominium association.

E. All other property, facilities, improvements or equipment which the Board of Directors of the Association shall determine would properly serve and benefit the members of the Association.

In connection with these provisions the Association shall have a reasonable right of entry upon any unit estate to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the property.

ARTICLE IX

Performance of Responsibility by Association

The Association shall perform all of its responsibilities, including those set forth in Article VIII above in such manner and at such times as the Board of Directors of the Association shall determine. The Board may take such action as shall be necessary or appropriate to the accomplishment of all such responsibilities, including without limitation all of the following:

A. The Board may employ a property manager to administer the affairs of the Association and may delegate and assign to such property manager such duties, responsibilities and functions as the Board shall see fit. The property manager shall be responsible and shall report to the Board.

B. The Board may employ or may authorize the property manager to employ attorneys, accountants, bookkeeper, mechanics, security guards, gardeners, janitors, laborers and such other personnel as shall be necessary to carry out all of the responsibilities of the Association.

C. The Board may purchase, lease or acquire or may authorize the property manager to purchase, lease or acquire such personal property as shall be necessary to perform all responsibilities of the Association. Such equipment may include, without limitation, such office and bookkeeping equipment as shall be necessary to maintain records and accounts of all funds of the Association and may include vehicles, landscaping equipment, recreational equipment, tools and supplies.

D. The Board may purchase, lease, acquire or otherwise obtain for the Association, all or any part of the real property or improvements mentioned in this Declaration or such other property or improvements as the Board shall deem necessary or appropriate. Upon such acquisition, the Association shall assume all responsibility for such acquired property and all improvements thereto and shall be responsible for all taxes thereon.

E. The Board may or may not authorize the property manager to enter into all contracts and agreements which shall be necessary, appropriate or convenient to the accomplishment of any of the responsibilities of the Association.

F. In the event that there is any disagreement or conflict with any condominium association or group of members concerning the maintenance, operation or management of any property which is subject to the control of the Association, the decision and action of the Association shall prevail.

G. The Homeowners Association shall have the right to grant permits, licenses and easements over the common areas for utilities

and other purposes reasonably necessary or useful for the proper maintenance or operation of the property.

ARTICLE X

Permitted Uses and Minimum Standards

A. Only single family residences and multi-family residential structures shall be erected, constructed and maintained as shown on the Plat of Dos Lagos, a P.U.D.

B. The single family area shall establish a separate homeowners association to be designated as Shoreline Homeowners Association, Inc. for the purpose of maintaining the property dedicated to it on the Plat of Dos Lagos, a P.U.D., and for the purpose of governing the development of any property dedicated to that association.

C. In connection with Tracts A, B, C, D and Recreation Tract "A" the condominium association to be designated as Tradewinds at Dos Lagos Condominium Association, Inc. shall be responsible for maintaining the property dedicated to the Association on the Plat and for maintaining, governing and administering Recreation Tract "A". The responsibility for maintenance of Recreation Tract "A" will be shared by the owners of Tracts A, B, C, and D in proportion to the number of units each tract bears the overall number of units that can be established on all of the Tracts enumerated. Any tracts which do not fall under Tradewinds at Dos Lagos Condominium Association, Inc. shall be liable for their proportionate share of maintenance expenses which shall be payable to the Association pursuant to a budget to be established by the Association. Additionally, the Association shall promulgate reasonable rules and regulations concerning the use of the recreation facilities. Failure of the owner of any tract to pay his proportionate share of the maintenance of the recreation area shall entitle the Condominium Association to file a lien on that tract in the same manner as set forth in Articles V, VI and XI of this Declaration.

D. In connection with Tracts E, F, G, H, I and Recreation Tract "B" the condominium association to be designated as Southlake at Dos Lagos Condominium Association, Inc. shall be responsible for maintaining the property dedicated to the Association on the Plat and for maintaining, governing and administering Recreation Tract "B". The responsibility for maintenance of Recreation Tract "B" will be shared by the owners of Tracts E, F, G, H, and I in proportion to the number of units each tract bears the overall number of units that can be established on all of the Tracts enumerated. Any tracts which do not fall under Southlake at Dos Lagos Condominium Association, Inc. shall be liable for their proportionate share of maintenance expenses which shall be payable to the Association pursuant to a budget to be established by the Association. Additionally, the Association shall promulgate reasonable rules and regulations concerning the use of the recreation facilities. Failure of the owner of any tract to pay his proportionate share of the maintenance of the recreation area shall entitle the Condominium Association to file a lien on that tract in the same manner as set forth in Article V, VI and XI of this Declaration.

ARTICLE XI

Enforcement

Enforcement of these covenants and restrictions shall be by a proceeding at law or in equity against any person or persons violating or attempting to violate any of the terms, conditions,

or restrictions hereof, either to restrain violation or to recover damages and against the land to enforce any lien created by these covenants and the failure of the Association or any other person or party to enforce any of the terms and conditions hereof shall in no event be deemed a waiver of the right to do so thereafter. Where an action, suit or other judicial proceeding is instituted or brought for the enforcement of these covenants, conditions and restrictions, the prevailing party shall be entitled to recovery of all costs and expenses involved, including without limitation, court costs and attorneys' fees.

The provisions contained in this Declaration shall bind and insure to the benefit and be enforceable by the Declarant, the Association or the owners of property and their mortgagees, and each of their legal representatives, heirs, successors and assigns. These parties shall have the right to enforce these Restrictions if necessary.

ARTICLE XII

Scope and Duration of Covenants, Conditions and Restrictions

All of the covenants, conditions and restrictions set forth in this Declaration are imposed upon the property for the direct benefit thereof and the owners thereof as a part of the general plan of development, improvement, building and maintenance of said property. Each grantee or purchaser under a contract of sale or an agreement of purchase by accepting a deed or contract of sale or agreement of purchase, accepts the same subject to the provisions of this Declaration and agrees to be bound by each such covenant, condition and restriction contained herein. Said covenants, conditions and restrictions shall run with the land and continue to be in full force and effect.

ARTICLE XIII

Amendments

The terms and conditions of this Declaration may be amended, annulled, or waived by an instrument in writing recorded in the Public Records of Palm Beach County, Florida in the following manner and subject to the following conditions:

A. Such amendment, annulment or waiver shall have been approved at duly called and held meetings by not less than a majority of the Board of Directors and seventy-five percent (75%) of the votes entitled to be cast by members of the Association or, in the alternative, by the unanimous approval of the initial Board of Directors of the Association.

B. Declarant shall have the sole right and power of amendment, annulment or waiver of these Restrictions until 75% of the total potential units in Dos Lagos, a P.U.D. are sold or until five years after the date of the recording of this Declaration, whichever shall first occur.

C. The Articles of Incorporation and By-Laws of the Association may be amended in the manner so provided in such documents.

D. Notwithstanding the foregoing, no amendment shall be made to any part of this Declaration relating to banks, savings and loan associations and institutional lenders, without the written consent of all such parties holding mortgages on lots. Additionally, the amendment of any of the following provisions of the Declaration of Restrictions shall require consent of at least 51% of the mortgage holders in the following areas: voting; assessments, assessment liens or subordination of such liens;

reserves for maintenance; repair and replacement of the common areas; insurance or fidelity bonds; rights to use of the common areas; responsibility for maintenance and repair of the several portions of the project; expansion or contraction of the project with the addition, annexation or withdrawal of property to or from the project; boundaries of any units; the interest in the general or limited common areas; convertability of units into common areas or of common areas into units; leasing of unit estates; imposition of any right of first refusal or similar restriction on the right of a unit estate owner to sell, transfer, or otherwise convey his or her unit estate.

ARTICLE XIV

Severability

In the event any clause, subdivision, term, provision or part of this Declaration should be adjudicated by final judgment of any court or competent jurisdiction to be invalid or unenforceable the remainder of this Declaration and each and all of its terms and provisions not so adjudicated to be invalid or unenforceable, shall remain in full force and effect and each and all of the paragraphs, subdivisions, terms, provisions or parts of this Declaration are hereby declared severable and independent of each other.

ARTICLE XV

No modification, ammendment or change in the surface water management system shall be allowed without the approval of the South Florida Water Management District. Furthermore, in the event of the dissolution of the Homeowners Association for any reason provisions must made for the continued maintenance of this system by a new entity or by some governmental authority.

ARTICLE XVI

Heirs, Successors and Assigns

This Declaration and all of the terms and conditions hereof shall bind and insure to the benefit of the parties hereto, the parties referred to herein and their heirs, successors and assigns.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed this 23rd day of March 1982.

Signed, sealed and delivered
in the presence of:

FSC, INC.

James Newlands
James M. Miller

By Joseph B. Shearouse, Jr.
Joseph B. Shearouse, Jr., President
Attest: Vincent A. Elhilow
Vincent A. Elhilow, Secret

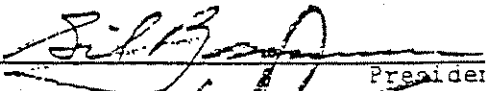
(CORPORATE SEAL)

THE UNDERSIGNED hereby accepts and assumes the obligations, responsibilities and duties prescribed herein.

Signed, sealed and delivered in the presence of:

DOS LAGOS HOMEOWNERS ASSOCIATION, I

Christopher H Cook

By  President

Lauri B. Brook

Attest:  Secretary

(CORPORATE SEAL)

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

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized in the County and State aforesaid to take acknowledgments, Jos. B. Shearouse, Jr. and Vincent A. Elhilow, respectively President and Secretary of FSC, Inc., a corporation existing under the laws of the State of Florida, to me known to be the individuals and officers of said corporation described in and who executed the foregoing instrument; and they severally acknowledged the execution thereof to be their free act and deed as such officers thereunto duly authorized, that the official seal of said corporation is duly affixed thereto, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 27th day of February, 1982.

(NOTARY SEAL)

James B. Shearouse
Notary Public

My Commission Expires:

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

Notary Public, State of Florida at Large
My Commission Expires January 2, 1988
Bonded through Cornelius, Johnson & Clark, Inc.

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized in the County and State aforesaid to take acknowledgments, GIL BANNERMAN and GEORGE A. RAY respectively President and Secretary of Dos Lagos Homeowners Association, Inc., a corporation existing under the laws of the State of Florida, to me known to be the individuals and officers of said corporation described in and who executed the foregoing instrument; and they severally acknowledged the execution thereof to be their free act and deed as such officers thereunto duly authorized, that the official seal of said corporation is duly affixed thereto, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 23rd day of March, 1982.

(NOTARY SEAL)

Christopher H. Cool
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Nov. 1, 1981
Bonded through Cornelius, Johnson & Clark, Inc.

P.L.D. INFORMATION
Name, address and telephone
Date of recording
Number of sheets
Number of sheets recorded

REMARKS

Plat 17, 1/4 of Section 17, Township 45 South, Range 43 East, Palm Beach County, Florida, is hereby recorded as follows:
1. The plat is a subdivision of land owned by...

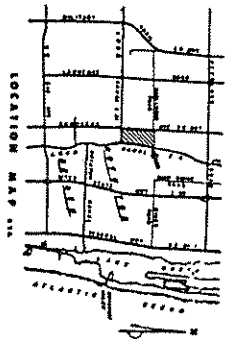
- 1. THE PLAT IS A SUBDIVISION OF LAND OWNED BY...
2. THE PLAT IS A SUBDIVISION OF LAND OWNED BY...
3. THE PLAT IS A SUBDIVISION OF LAND OWNED BY...
4. THE PLAT IS A SUBDIVISION OF LAND OWNED BY...
5. THE PLAT IS A SUBDIVISION OF LAND OWNED BY...

DOS LAGOS A P.U.D.

A PLAT OF A PORTION OF THE N.W. 1/4 OF SECTION 17, TOWNSHIP 45 SOUTH, RANGE 43 EAST, CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA.

WEINER AND COMPANY

JUNE 1981



24

CITY OF PALM BEACH
COUNTY OF PALM BEACH
STATE OF FLORIDA

STATE OF FLORIDA
COUNTY OF PALM BEACH
I, [Name], Mayor of the City of Palm Beach, do hereby certify that the foregoing is a true and correct copy of the original plat as recorded in the office of the Clerk of the County of Palm Beach, Florida, on this 15th day of June, 1981.

STATE OF FLORIDA
COUNTY OF PALM BEACH
I, [Name], Clerk of the County of Palm Beach, do hereby certify that the foregoing is a true and correct copy of the original plat as recorded in the office of the Clerk of the County of Palm Beach, Florida, on this 15th day of June, 1981.

APPROVED: [Signature]
BY: [Signature]
CITY APPROVAL

APPROVED: [Signature]
BY: [Signature]
COUNTY APPROVAL

STATE OF FLORIDA
COUNTY OF PALM BEACH
I, [Name], Clerk of the County of Palm Beach, do hereby certify that the foregoing is a true and correct copy of the original plat as recorded in the office of the Clerk of the County of Palm Beach, Florida, on this 15th day of June, 1981.

PLAT
BOOK

4 3

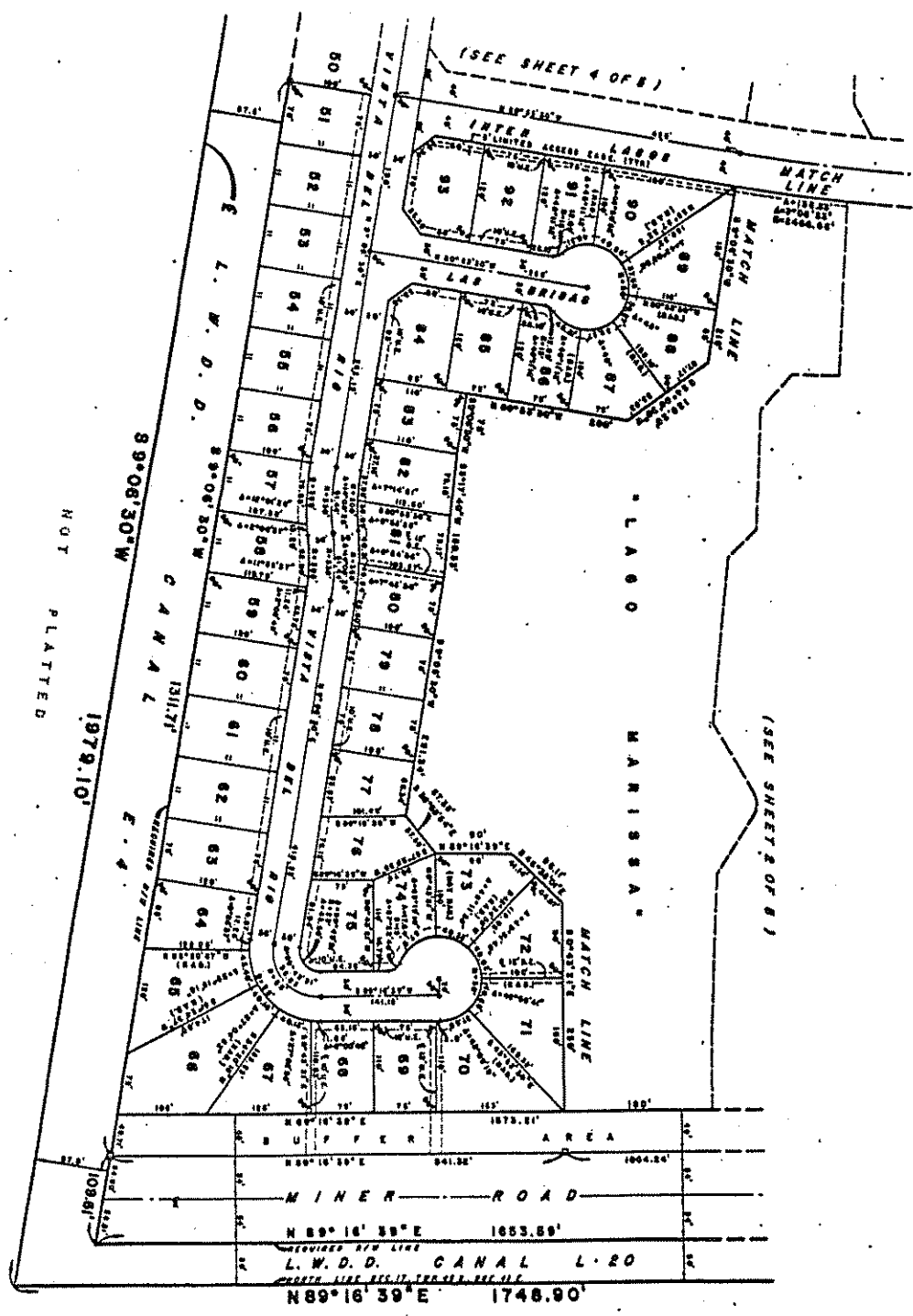
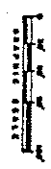
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WEIMER AND COMPANY

DOS LAGOS
A P.U.D.

SHEET 3 OF 5 SHEETS



NOT PLATTED

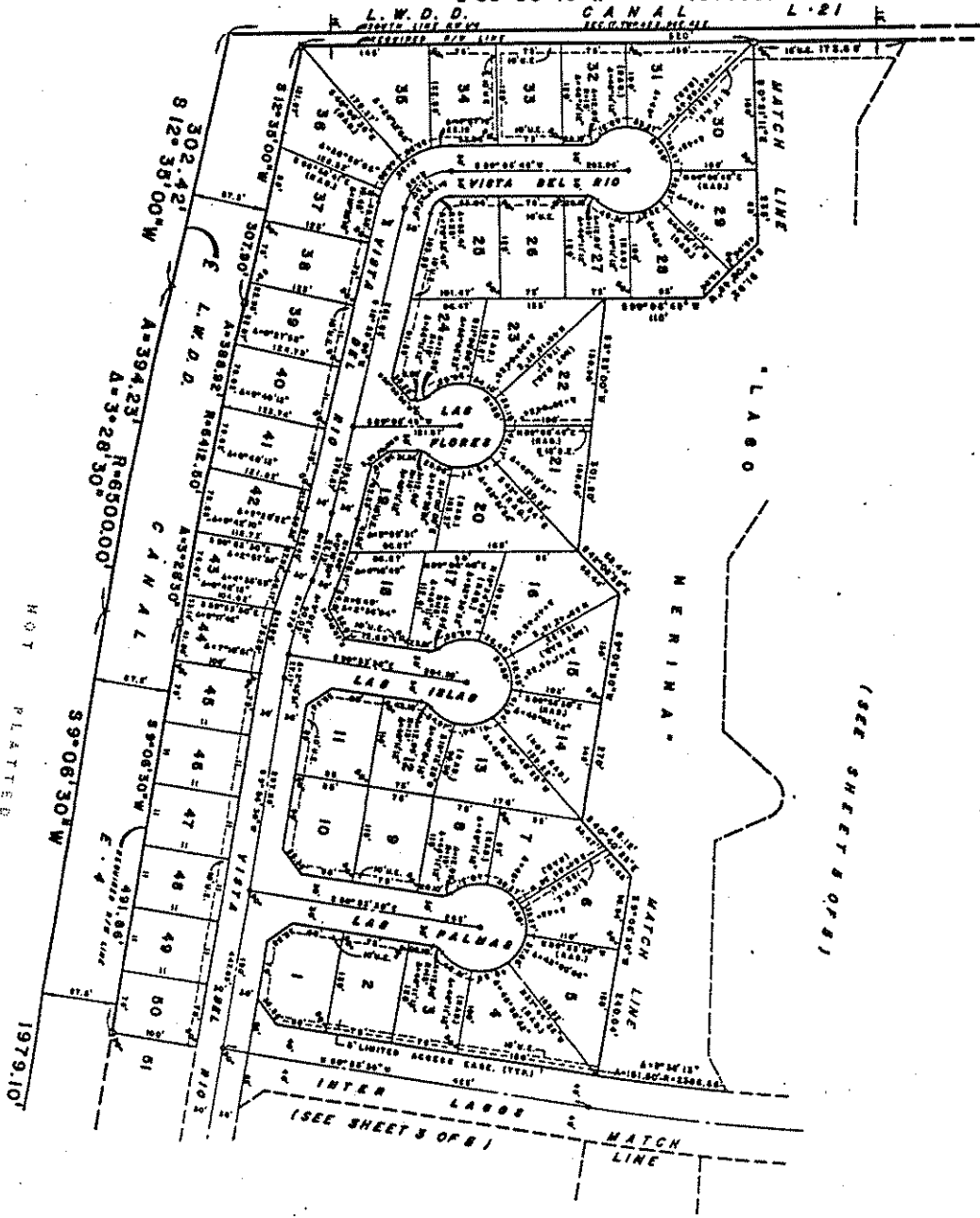
BOYNTON LAKES
(P. 40 - P. 68, 127-150)

26

THIS INSTRUMENT HAS BEEN RECORDED IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 193, STATUTES AT LARGE, FLORIDA, 1935.

NOT PLATTED

8 89° 08' 49" W 1375.81'



WEINER AND COMPANY

DOS LAGOS

SHEET 4 OF 5 SHEETS



PLAT BOOK

4

3

PAGE

2

1

27

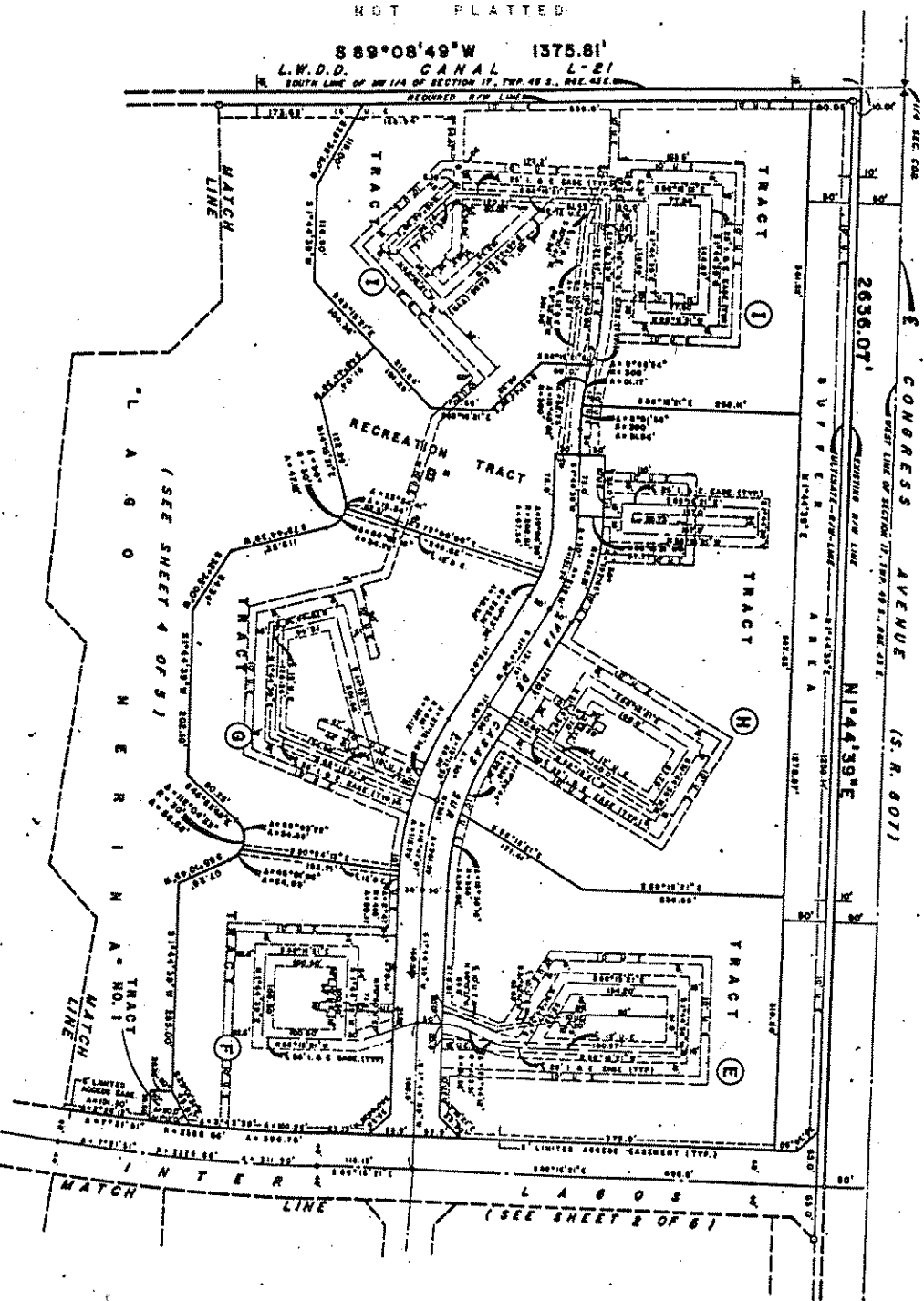
NOT PLATTED

1979.10

THIS INSTRUMENT IS NOT VALID UNLESS IT IS FILED WITH THE PUBLIC RECORDS OFFICE OF THE COUNTY OF PALM BEACH, FLORIDA. THE PUBLIC RECORDS OFFICE IS NOT RESPONSIBLE FOR THE CONTENTS OF THIS INSTRUMENT.

PLAT BOOK 43 PAGE 28

WEINER AND COMPANY
 ENGINEERS
 2636.07' CONGRESS AVENUE (S. R. 8071)
 DOS LAGOS A.P.U.D.
 SHEET 5 OF 5 SHEETS



28

THIS INSTRUMENT HAS BEEN RECORDED IN THE OFFICE OF THE COUNTY CLERK OF LOS ANGELES COUNTY, CALIFORNIA, ON THE 15TH DAY OF MARCH, 1964, AT 10:00 A.M. THE PUBLIC RECORDS NUMBER IS 15000.

RESOLUTION OF THE BOARD OF DIRECTORS OF

DOS LAGOS HOMEOWNERS ASSOCIATION, INC.

A Meeting of the Dos Lagos Homeowners Association, Inc. was held on the 15th day of January, 1996.

A Quorum was found to be present, an Agenda item was properly noticed, and a Motion duly made. The following resolution was duly passed.

RESOLVED that the Board of Directors of the Dos Lagos Homeowners Association, Inc. adopts the following rule:

No signs shall be placed along Congress Avenue, Miner Road, Interlagos or anywhere on the Dos Lagos Homeowners Association, Inc. property.

THE BOARD OF DIRECTORS
DOS LAGOS HOMEOWNERS ASSOCIATION, INC.

By: 

Wyger Hovius, President

This instrument prepared by:
ERIAN D. DAN, ESQ.
BECKER, POLIAKOFF & STREITFELD, P.A.
REFLECTIONS BUILDING
450 AUSTRALIAN AVENUE SOUTH, SUITE 720
WEST PALM BEACH, FLORIDA 33401

JUL-19-19 01:49PM 90-207879

ORB 6522 Pg 1263

Certificate of Amendment

To the By-Laws of

Dos Lagos Homeowners Association, Inc.

DOS LAGOS HOMEOWNERS ASSOCIATION, INC., a corporation not for profit under its corporate seal and by the hands of its President, JOSEPH C BOVA, and Secretary, ARLENE H. METZ, hereby certifies that a Resolution adopting this Amendment to the By-Laws of the DOS LAGOS HOMEOWNERS ASSOCIATION, INC., said amendment being attached hereto as Exhibit "A", was by resolution, adopted unanimous by the Directors of said Association at a special meeting called for that purpose which meeting was held on the 2nd day of December, 1987, and the Resolution was adopted by the members of said corporation at a special meeting for the members of the DOS LAGOS HOMEOWNERS ASSOCIATION, INC., to consider the amendment by an excess of 67% of the total votes of the property owners said voting as established in the Articles of Incorporation of the DOS LAGOS HOMEOWNERS ASSOCIATION, the Declaration of Restrictions for the DOS LAGOS HOMEOWNERS ASSOCIATION, INC., and the By-laws of the DOS LAGOS HOMEOWNERS ASSOCIATION, INC. The meetings at which the resolutions were passed, were duly constituted, notice of which was given or waived by all the members and directors in accordance with the By-laws, Articles of Incorporation, and applicable Florida Statutes, and they did not contravene any restrictions contained in the corporate Charter, By-laws, or Declaration of Restrictions.

This Resolution has not been subsequently rescinded or modified and it is intended that the original By-laws of the DOS LAGOS HOMEOWNERS ASSOCIATION; recorded in Official Record Book 1485, pages 1503-1510, public

If a property owner shall be in default in the payment of an installment upon any assessment, the Board of Directors may accelerate the remaining installments for the fiscal year upon notice thereof to the property owner, and thereupon, the unpaid balance of the assessment shall become due upon the date stated in the notice but not less than fifteen (15) days after delivery of or the mailing of such notice to the property owner. Assessments not paid within thirty (30) days from the date due, shall bear interest retroactively from the date due, until paid, at the rate of 18% per annum. Additionally, the failure to pay assessment within thirty (30) days from the due date, shall entitle the Association to levy a FIFTY (\$50.00) DOLLAR late charge against the defaulting unit owner.

IN WITNESS WHEREOF, said corporation has caused the Certificate to be signed in its name, by its President, and its corporate seal to be hereunto affixed and attested by its Secretary, this 2ND day of DECEMBER, 1987.

DOS LAGOS HOMEOWNERS
ASSOCIATION, Inc.

Cynthia Quinn
Merim F. Schuyver

By: [Signature]
President

Attest: [Signature]
Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 2ND day of December, 1987 by Joseph C. Boyd and Erlene H. Metz, as President and Secretary, respectively, of DOS LAGOS HOMEOWNERS ASSOCIATION, INC.

WITNESS my hand and official seal in the County and State last aforesaid this 2ND day of December, 1987.

(NOTARY SEAL)

[Signature]
NOTARY PUBLIC

My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES AUGUST 23, 1991
BONDED THRU CORNELIUS, JOHNSON & CLARK, INC.

EXHIBIT "A"

Amendment to the By-Laws
For Dos Lagos Homeowners Association, Inc.

WHEREAS, The By-laws of the DOS LAGOS HOMEOWNERS ASSOCIATION, INC., were originally recorded in Official Record Book 1485, page 1503, public records of Palm Beach County, Florida, and

WHEREAS, several amendments have already been recorded, and

WHEREAS, the requirements set forth in the Articles of Incorporation of the DOS LAGOS HOMEOWNERS ASSOCIATION, the Declaration of Restrictions for DOS LAGOS HOMEOWNERS ASSOCIATION, INC., and The By-Laws of DOS LAGOS HOMEOWNERS ASSOCIATION, INC., have been complied with.

NOW THEREFORE, the DOS LAGOS HOMEOWNERS ASSOCIATION, INC. amends the By-laws of DOS LAGOS HOMEOWNERS ASSOCIATION, Inc., as follows:

adding Article VI, Section 5, Acceleration of Assessment Installments Upon Default. The Board of Directors shall have the power to collect assessment in monthly installments. If a property owner shall be in default in the payment of an installment upon any assessment, the Board of Directors may accelerate the remaining installments for the fiscal year upon notice thereof to the property owner and, thereupon, the unpaid balance of the assessment shall become due upon the date stated in the notice but not less than fifteen (15) days after delivery of or the mailing of such notice to the property owner. Assessments not paid within thirty (30) days from the date due, shall bear interest retroactively from the date due, until paid, at the rate of 18% per annum. Additionally, the failure to pay any assessment within (30) days from the due date, shall entitle the Association to levy a FIFTY (\$50.00) DOLLAR late charge against the defaulting unit owner.

Cynthia Ozuna
Merin F. Schwager

FSC, INC.
By: Joseph C. Bova President
Attest: Cedene H. Metz Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

ORB 6522 Pg 1266

The foregoing instrument was acknowledge before me this 2nd day
of December, 1987 by Jaseem C. Bava
and Aileen H. Metz, as President and Secretary, respectively, of
DOS LAGOS HOMEOWNERS ASSOCIATION, INC.

WITNESS my hand and official seal in the County and State last aforesaid
this 2nd day of DECEMBER, 1987.

(NOTARY SEAL)

Blenda S. Hill
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES AUGUST 23, 1991
BONDED THRU CORNELIUS, JOHNSON & CLARK, INC.

This instrument prepared by:
BRIAN D. DAN, ESQ.
BECKER, POLIAKOFF & STREITFELD, P.A.
REFLECTIONS BUILDING
460 AUSTRALIAN AVENUE SOUTH, SUITE 720
WEST PALM BEACH, FLORIDA 33401

JUL-19-1990 01:49pm 90-207880

ORB 6522 Ps 1267

**Amendment to the Declaration of Restrictions
for Dos Lagos, P.U.D.**

WHEREAS, The Declaration of Restrictions for Dos Lagos, P.U.D. were recorded in Official Record Book 3824, page 1485, etc., public records of Palm Beach County, Florida, and

WHEREAS several amendments have already been recorded, and

WHEREAS it is necessary to change the late charge and grace period provisions of the Declaration to correspond with the by-laws of the DOS LAGOS HOMEOWNERS ASSOCIATION, INC., and

WHEREAS, FSC, INC., as Developer, reserves the right pursuant to Article XIII, Amendment B, to amend the Declaration until 75% of the total potential units in DOS LAGOS, a P.U.D., have been sold and that said number of units have not been sold as of the date of this Amendment which allows the Developer, FSC, INC., to continue to have the right to amend the Declaration.

NOW, THEREFORE, FSC, INC., as the Developer of DOS LAGOS, amends the Declaration of Restrictions for DOS LAGOS, a P.U.D., recorded in Official Record Book 3824, page 1485, Article VI, paragraph B, said paragraph in its entirety to read as follows:


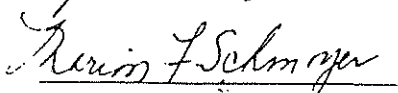
- B. In the event the assessments are not paid within thirty (30) days from the date they are due, they shall bear interest retroactively from the date when due, until paid at the rate of eighteen (18%) percent per annum. Additionally, the failure to pay such assessment within the thirty (30) days from the due date, shall entitle the Association to levy a \$50.00 late charge against the defaulting unit owner.

FSC, INC.

By: 
Joseph C. Bova President

ATTEST



COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 2ND day of DECEMBER, 1987 by JOSEPH C. BOVA and Arlene H. Metz, as President and Secretary, respectively, of DOS LAGOS HOMEOWNERS ASSOCIATION, INC.

WITNESS my hand and official seal in the County and State last afore this 2ND day of DECEMBER, 1987.

(NOTARY SEAL)

Cornelius S. Hill
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES AUGUST 23, 1991
BONDED THRU CORNELIUS, JOHNSON & CLARK, I

Retrieved to: - CHRISTOPHER H. COO
41 218 Datura St
Palm Beach
FL 33

FIRST AMENDED

DECLARATION OF RESTRICTIONS

FOR

DOS LAGOS - P.U.D.

1981 DEC 28 PM 3:26 84 283297

WHEREAS, F.S.C., Inc., a Florida corporation, its successors or assigns, is the original owner of all the land on the Plat of Dos Lagos, a P.U.D., recorded in Plat Book 43, pages 24 through 28, public records of Palm Beach County, Florida; and is referred to as the "Declarant" in The Declaration of Restrictions for Dos Lagos - P.U.D. as recorded in Official Record Book 3824, page 1485, public records of Palm Beach County, Florida, and in this First Amended Declaration of Restrictions for Dos Lagos - P.U.D.

WHEREAS, Article XIII, Amendments, Section A, is unclear because it allows the Board of Directors to amend the Declaration by unanimous vote as long as it is by the "initial Board of Directors of the Association", and the By-Laws of Dos Lagos Home Owners' Association, Inc., in Section 2, First Board of Directors, provide the names of the initial Board and also provides that the entire membership of the Board of Directors shall be appointed by the Developer until 75 per cent of the total potential units in Dos Lagos, a P.U.D., are sold or until 5 years after the date of recording of the original Declaration of Restrictions for Dos Lagos - P.U.D., said Restrictions being dated the 23rd day of March, 1982 and having been recorded in Official Record Book 3824, page 1485, public records of Palm Beach County, Florida; and

WHEREAS, it was the intention that the unanimous approval of the initial Board of Directors referred to would be the unanimous approval of the Board of Directors so long as they are appointed by the Declarant pursuant to Section 2, First Board of Directors of the By-Laws.

NOW, THEREFORE, the Declarant pursuant to Article XIII, Amendments, Section B, which gives the Declarant sole right and power of amendment, annulment or waiver of these restrictions until 75 per cent of the total potential units in Dos Lagos, a P.U.D., are sold or until 5 years after the date of recording of this Declaration, which ever shall first occur and neither of these contingencies having taken place, the Declarant hereby amends Article XIII, Amendments, Section A, to read as follows:

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A. Such amendment, annulment or waiver shall have been approved at duly called and held meetings by not less than a majority of the Board of Directors and SEVENTY-FIVE per cent (75%) of the votes entitled to be cast by the members of the Association or, in the alternative, by the unanimous approval of the Board of Directors of the Association as long as said Board shall be appointed by the Declarant pursuant to the Articles of Incorporation and By-Laws of the Association.

(CORPORATE SEAL)

ATTEST: Vince A. Elhilow
Vince A. Elhilow, Secretary

Signed, sealed and delivered in the presence of:

Colene A. [Signature]
William J. Carr

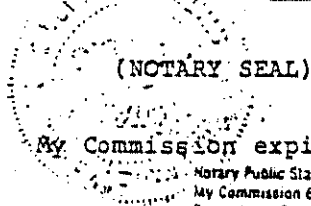
F.S.C., Inc.
By: Joseph C. Bova
Joseph C. Bova, Sr. Vice Pres.

ETEO0 DE444 B

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared JOSEPH C. BOVA and VINCE A. ELHILOW well known to me to be the Sr. Vice President and Secretary respectively of F.S.C., Inc., a Florida corporation, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 28 day of December, 1934.



Mella J. Corn
Notary Public

47E01 05449

JOINDER AND CONSENT OF MORTGAGE HOLDER

WHEREAS, FIDELITY FEDERAL SAVINGS BANK OF FLORIDA, the mortgage holder of in excess of 51% of the property covered by the Declaration of Restrictions for Dos Lagos - a P.U.D., hereby consents to the First Amended Declaration of Restrictions for Dos Lagos - P.U.D., as required by Article XIII, Amendments Section D) of the Declaration of Protective Covenants.

(CORPORATE SEAL)

Attest: Janice Newlands
JANICE NEWLANDS, Secretary

Signed, sealed and delivered FIDELITY FEDERAL SAVINGS BANK
in the presence of: OF FLORIDA

Archie H. Witz By: Joseph B. Shearouse
Christopher H. Carl JOSEPH B. SHEAROUSE, President

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared JOSEPH B. SHEAROUSE and JANICE NEWLANDS, well known to me to be the President and Secretary respectively of FIDELITY FEDERAL SAVINGS BANK OF FLORIDA, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 28th day of December, 1984.

(NOTARY SEAL)

Christopher H. Carl
Notary Public

My Commission expires:

Notary Public state of Florida at large
My commission expires November 2, 1986
Bonded through Corcoran, Johnson & Clark

84430 P0315

RECORD VERIFIED
PALM BEACH COUNTY FLA
JOHN B. DUNKLE
CLERK CIRCUIT COURT

41

SECOND AMENDED

DECLARATION OF RESTRICTIONS

FOR

DOS LAGOS - P.U.D.

85 194421

085 AUG 27 PM 4:05

WHEREAS, F.S.C., Inc., a Florida corporation, its successors or assigns, is the original owner of all the land on the Plat of Dos Lagos, a P.U.D., recorded in Plat Book 43, pages 24 through 28, public records of Palm Beach County, Florida; and is referred to as the "Declarant" in The Declaration of Restrictions for Dos Lagos - P.U.D. as recorded in Official Record Book 3824, page 1485, public records of Palm Beach County, Florida, and in this Second Amended Declaration of Restrictions for Dos Lagos - P.U.D.; and

WHEREAS, the Dos Lagos Home Owners' Association, Inc., a Florida non-profit corporation was established for the purposes of administering the Declaration of Restrictions for Dos Lagos - P.U.D. as recorded in Official Record Book 3824, page 1485, public records of Palm Beach County, Florida; and

WHEREAS, said Declaration of Restrictions for Dos Lagos - P.U.D., provides that Tracts E, F, G, H and I shall be responsible for the maintenance of Recreation Tract "B" pursuant to Article IV, Section F, and Article X, Section D, all tracts as being shown on the Plat of Dos Lagos, a P.U.D., recorded in Plat Book 43, page 24 through 28, public records of Palm Beach County, Florida; and

WHEREAS, Article X, Section D, of the Restrictions for Dos Lagos - P.U.D., designates Southlake at Dos Lagos Condominium Association, Inc., as the party responsible for maintaining the property dedicated to the Association on the Plat and for maintaining, governing and administering Recreation Tract "B"; and making said Association responsible for promulgating reasonable rules and regulations concerning the use of the recreation facilities and giving it the responsibility for assessments in connection with these responsibilities; and

460

WHEREAS, the Declarant now intends to develop Tracts E, F, G, H and I as referenced herein with several different condominiums, and the Declarant feels that the administration of the Recreation Area and other common facilities should therefore be in a common property owners' association instead of one specific condominium association; and

WHEREAS, the Board of Directors of Dos Lagos Home Owners' Association, Inc., who are responsible for encouraging and promoting the improvement of the multi-family tracts composing the Plat of Dos Lagos, a P.U.D., recorded in Plat Book 43, pages 24 through 28, public records of Palm Beach County, Florida, and are responsible for protecting the owners of lots, tracts and condominiums units or parcels located therein, concur that the establishment of a separate home owners' association with its own Declaration of Protective Covenants would be in the best interest of the owners of all the tracts referred to herein and all the owners of property; and

WHEREAS, pursuant to Article XIII, Amendments, Declarant shall have the sole right and power of amendment, annulment or waiver of The Declaration of Restrictions for Dos Lagos - P.U.D., until 75 per cent of the total potential units in Dos Lagos, a P.U.D. are sold or until five years after the date of recording the Declaration, which ever shall first occur, and far less than 75 per cent of the potential units have been sold and 5 years has not passed. Further, Article XIII, Amendments, Paragraph A, provide that the Declaration of Restrictions for Dos Lagos - P.U.D. may be amended by the unanimous approval

B4635 P0871

of the Board of Directors as long as the Board shall be appointed by the Declarant pursuant to the Articles of Incorporation and By-Laws of the Association, and this provision is still in effect; and

WHEREAS, Article XIII, Amendments, Paragraph D, provides that at least 51 per cent of the mortgage holders in the Plat must consent in the event that there is a change in the responsibility for maintenance and repair of the several portions of the project, and the consent of the primary mortgage holder as attached hereto.

NOW, THEREFORE, P.S.C., Inc., as Declarant, and the Dos Lagos Home Owners' Association, Inc., by its officers at the direction of the Board of Directors as provided by the Articles and By-Laws of The Dos Lagos Home Owners' Association, Inc. amend the Declaration of Restrictions for Dos Lagos - P.U.D. as follows:

A. Article X, Permitted Uses and Minimum Standards, Section D, shall be amended in its entirety to read as follows:

D. In connection with Tracts E, F, G, H, I and Recreation Tract "B" the Southlake Property Owners' Association, Inc., shall be responsible for maintaining the property dedicated to the Association on any Plat, property transferred to it by any other condominium or property owners' association, or the declarant, and property made its maintenance responsibility by this Second Amended Declaration of Restrictions for Dos Lagos - P.U.D. It shall specifically be said Association's responsibility to maintain, govern and administer Recreation Tract "B". The responsibility for payment of the maintenance of Recreation Tract "B" will be shared by the owners of Tracts E, F, G, H and I in proportion to the number of constructed units on each tract bears to the overall number of units that are constructed on all of the tracts enumerated. The tracts which fall under Southlake at Dos Lagos Condominium Association, Inc., or any other condominium association, or property owned by individuals shall be liable for their proportionate share of maintenance expenses which shall be payable to the Southlake Property Owners' Association, Inc., pursuant to a budget to be established by the Association. Additionally, Southlake Property Owners' Association, Inc., shall promulgate reasonable rules and regulations concerning the use of the recreational facilities. Failure of the owner of any tract to pay his proportionate share of the maintenance of the recreation area, or to meet other obligations of the Property Owners' Association, shall entitle Southlake Property Owners' Association, Inc., to file a lien on that Tract or unit in the same manner as set forth in Articles V, VI and XI of the Declaration of Restrictions for Dos Lagos - P.U.D. as recorded in Official Record Book 3824, page 1485, public records of Palm Beach County, Florida. In the event, that at any time, this delegation of authority to the Southlake Property Owners' Association, Inc. should be found to be invalid, in whole or in part, then the responsibility for maintaining, governing and administering Recreation Tract "B", for Tracts E, F, G, H and I as shown on the Plat of Dos Lagos, a P.U.D. recorded in Plat Book 43, pages 24 through 28, public records of Palm Beach County, Florida, as established by this Second Amended Declaration of Restrictions for Dos Lagos - P.U.D., shall be performed by the Dos Lagos Home Owners' Association, Inc., on behalf of said tracts.

84635 P0872

Signed, sealed and delivered
in the presence of:

Joseph C. Bova
Julia Merrell

(CORPORATE SEAL)

F.S.C., Inc.

By: Joseph C. Bova
President

ATTEST: Julia Merrell
Secretary

Signed, sealed and delivered
in the presence of:

Joseph C. Bova
Julia Merrell

(CORPORATE SEAL)

DOS LAGOS HOME OWNERS' ASSOCIATION

By: Joseph C. Bova
President

ATTEST: Julia Merrell
Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Joseph C. Bova, well known to me to be the President and Secretary respectively of F.S.C., Inc., a Florida corporation, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 12th day of March, 1985.

(NOTARY SEAL)

Julia Merrell
Notary Public
My Commission expires: 5-18-87

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Joseph C. Bova, well known to me to be the President and Secretary respectively of DOS LAGOS HOME OWNERS' ASSOCIATION, INC., a Florida non-profit corporation, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 12th day of March, 1985.

(NOTARY SEAL)

Julia Merrell
Notary Public
My Commission expires: 5-18-87

84635 P0873

RECORD VERIFIED
PALM BEACH COUNTY, FLA
JOHN B. DUNKLE
CLERK CIRCUIT COURT

EXHIBIT 14 ESTIMATED OPERATING BUDGET

OF

DOS LAGOS HOME OWNERS' ASSOCIATION, INC.

SOUTH LAKE II, a Condominium

ESTIMATED OPERATING BUDGET FOR
DOS LAGOS PROPERTY OWNERS ASSOCIATION, INC.

	<u>MONTHLY</u>	<u>QUARTERLY</u>	<u>SEMI- ANNUALLY</u>	<u>ANNUALLY</u>
<u>OPERATING EXPENSES:</u>				
Security	\$ 558.33	1,674.99	3,349.98	6,699.96
Electric	600.41	1,801.23	3,602.46	7,204.92
Sewer	15.00	45.00	90.00	180.00
T.V. Cable	4,399.50	13,198.50	26,397.00	52,794.00
Lakes	151.00	453.00	906.00	1,812.00
Ground Maint.	2,083.33	6,249.99	12,499.98	24,999.96
<u>REPAIR AND MAINTENANCE EXPENSES:</u>				
Sprinkler Repair Maintenance	225.00	675.00	1,350.00	2,700.00
Supplies	150.00	450.00	900.00	1,800.00
Building Maint.	325.00	975.00	1,950.00	3,900.00
<u>ADMINISTRATIVE EXPENSE:</u>				
Management	933.33	2,799.99	5,599.98	11,199.96
Legal Fees	41.67	125.01	250.02	500.04
Accounting	13.25	39.75	79.50	159.00
Office Supply	75.00	225.00	450.00	900.00
<u>GENERAL EXPENSES:</u>				
Insurance Liability Licenses & Fees	100.00	300.00	600.00	1,200.00
Property Taxes	8.36	25.08	50.16	100.32
Tax Preparation	16.67	50.01	100.02	200.04
<u>TOTALS</u>	\$9,699.85	29,099.55	58,199.10	116,398.20
419 UNITS	23.15	69.45	138.90	277.80

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged

W/C #41

LL

JAN-14-1988 3:55pm 88-011770

ORB 5545 Pg 1588

CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF RESTRICTIONS OF
SOUTHLAKE PROPERTY OWNER'S ASSOCIATION, INC.

The SOUTHLAKE PROPERTY OWNER'S ASSOCIATION, INC., a corporation not for profit under its corporate seal and by the hands of its President, Joseph C. Bova and its Secretary, Arlene H. Metz, hereby certifies that a Resolution adopting this Amendment to the Declaration of Restrictions of SOUTHLAKE PROPERTY OWNER'S ASSOCIATION, INC., said Amendment being attached hereto, was by resolution, adopted unanimously by the Directors of said Association at a special meeting called for that purpose which meeting was held on the 1st day of December, 1987, and the Resolution being adopted pursuant to Article XII, AMENDMENT A, Declaration of Restrictions for SOUTHLAKE PROPERTY OWNER'S ASSOCIATION, INC., the meeting at which the Resolution was passed was duly constituted, notice of which was given or waived by all of the Directors in accordance with the By-Laws, Articles of Incorporation and applicable Florida Statutes, and they did not contravene any restrictions contained in the Corporate Charter, By-Laws or Declaration of Restrictions.

This Resolution has not been subsequently rescinded or modified and it is intended that the original Declaration of Restrictions for SOUTHLAKE PROPERTY OWNER'S ASSOCIATION, INC., recorded in Official Record Book 4639, page 1103, public records of Palm Beach County, Florida, be amended as set forth by the Amendment attached hereto, to change Article VI, Enforcement of All Assessments and Creation of Liens, Section B.

IN WITNESS WHEREOF, the Association has caused this Amendment to the Declaration of Restrictions of the SOUTHLAKE PROPERTY OWNER'S ASSOCIATION, INC. to be executed this 8th day of JANUARY, 1988.