

EXHIBIT B

AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
SUMMER CHASE HOMEOWNERS ASSOCIATION, INC.
(A Florida Corporation Not For Profit)

In order to form a corporation not for profit under and in accordance with the provisions of Chapter 617 and 720 of the Florida Statutes, the undersigned hereby incorporates the Corporation not for profit for the purposes and with the powers hereinafter set forth and, to that end, the undersigned, by these Articles of Incorporation, certifies as follows:

ARTICLE I
DEFINITIONS

1. **"Articles"** mean these Articles of Incorporation of Summer Chase Homeowners Association, Inc., and any amendments hereto
2. **"Association"** means Summer Chase Homeowners Association, Inc. a Florida corporation not for profit.
3. **"Association Expenses"** means the expenses for which owners are liable to the Association as described in the Summer Chase Documents and include, but are not limited to, the costs and expenses incurred by the Association in administrating, operating, reconstructing, maintaining, financing, repairing, replacing or improving the Association Property or any portion thereof and improvements thereon and all costs and expenses incurred by the Association in carrying out its powers and duties under the Summer Chase Documents.
4. **"Association Property"** means the property more particularly described in Paragraph B of Article II of the Declaration
5. **"Board"** means the Board of Directors of the Association
6. **"Bylaws"** mean the Bylaws of the Association and any amendments hereto.
7. **"County"** means Palm Beach County, Florida.
8. **"Declaration"** means the Declaration of Protective Covenants, Restrictions and Easements for Summer Chase, which is recorded amongst the Public Records of the County, and any amendments thereto.
9. **"Director"** means a member of the Board.

10. **"Lake Corporation"** means Cypress Woods Lake Maintenance Association, Inc. a Florida corporation not for profit
11. **"Lake Corporation Property"** means such portions of the Subject Property as more particularly described in the Master Declaration, which the Lake Corporation is required to cause to be maintained and which are intended to be conveyed to the Lake Corporation.
12. **"Lake Corporation Operating Expenses"** mean the expenses for which Owners are liable to the Lake Corporation as described in the Summer Chase Documents and include, but are not limited to, the costs and expenses incurred by the Lake Corporation in administering, operating, reconstructing, maintaining, repairing and replacing the Lake Corporation Property.
13. **"Lot"** means a portion of the "Subject Property" (as defined in the Declaration) as shown on the Plat, upon which a Residence is permitted to be erected.
14. **"Master Declaration"** means the Declaration of Protective Covenants Regarding Water Management Tracts and Conservation Areas of Cypress Woods, recorded in Official Records Book 6030, Page 765 of the Public Records of the County, as amended
15. **"Member"** means a member of the Association.
16. **"Owner"** means the Owner(s) of the fee simple title to a Lot.
17. **"Plat"** means the Plat of Cypress Woods II filed in Plat Book 62 at Page 147 of the Public Records of the County.
18. **"Residence"** means a detached single family home located on a Lot within the Subject Property.
19. **"Summer Chase"** means the planned residential community comprised of two hundred twenty-one (221) single family Lots, one (1) lake and a recreation area which is the subject of the Declaration.
20. **"Summer Chase Documents"** mean in the aggregate the Declaration, these Articles, the Bylaws, the Rules and Regulations of the Association, the Master Declaration, the Articles of Incorporation and Bylaws of the Lake Corporation, and all of the instruments and documents referred to therein or referred to herein, including , but not limited to, amendments to any of the foregoing, as applicable.

ARTICLE II
NAME

The name of this corporation shall be SUMMER CHASE HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, whose present address is 8335 Lake Cypress Road, Lake Worth, FL 33467.

ARTICLE III
PURPOSES

The purposes for which this Association are organized is to take title to, operate, administer, manage, lease and maintain the Association Property in accordance with the terms of, and purposes set forth in the Summer Chase Documents and to carry out the covenants and enforce the provisions of the Summer Chase Documents.

ARTICLE IV
POWERS

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

1. The Association shall have all of the common law and statutory powers of a corporation not for profit.
2. The Association shall have all of the powers to be granted to the Association in the Summer Chase Documents.
3. The Association shall have all of the powers reasonably necessary to implement the purposes of the Association, including, but not limited to, the following:
 - A. To perform any act required or contemplated by it under the Summer Chase Documents.
 - B. To make, establish, amend and enforce reasonable rules and regulations governing Summer Chase and the use of the Association Property.
 - C. To make, levy and collect assessments for the purpose of obtaining funds from its Members to pay Association Expenses and costs of collection, including the operational expenses of the Association and to use and expend the proceeds of assessments in the exercise of the powers and duties of the Association.
 - D. To administer, manage and operate Summer Chase and to maintain, repair, replace and operate the Association Property in accordance with the Summer Chase Documents.

- E. To enforce by legal means the obligations of the Members and the provisions of the Summer Chase Documents.
- F. To employ personnel, retain independent contractors and professional personnel and enter into service contracts to provide for the maintenance, operation, administration and management of the Association Property and to enter into any other agreements consistent with the purposes of the Association, including, but not limited to, agreements with respect to professional management of the Association Property and to delegate to such professional management certain powers and duties of the Association.
- G. To enter into the Declaration and any amendments thereto and instruments referred to therein.
- H. To provide, to the extent deemed necessary by the Board, any and all services and do any and all things which are incidental to or in furtherance of things listed above or to carry out the Association mandate to keep and maintain Summer Chase in a proper and aesthetically pleasing condition and to provide the Owners with services, amenities, controls and enforcement which will enhance the quality of life at Summer Chase.
- I. To be a "Voting Member" of the Lake Corporation, as defined in the Articles of Incorporation of the Cypress Woods Lake Maintenance Association Inc. ("Lake Corporation Articles"), in accordance with the Lake Corporation Articles and Bylaws of the Lake Corporation and other Summer Chase Documents, and to perform the functions and discharge the duties incumbent upon such membership including, but not limited to, designating one (1) Member who shall represent the Association as its "Representative" (as defined in the Lake Corporation Articles) at the membership meetings of the Lake Corporation as set forth in Paragraph V.D.1 of the Lake Corporation Articles.

ARTICLE V **MEMBERS AND VOTING**

The qualification of Members of the Association, the manner of their admission to membership, the manner of the termination of such membership and the manner of voting by Members shall be as follows:

1. Membership in the Association for Owners shall be established by the acquisition of fee title to a Lot as evidenced by the recording of an instrument of conveyance amongst the Public Records of the County. Where title to a Lot is acquired by conveyance from a party by means of sale, gift, inheritance, devise, judicial decree or otherwise, the person, persons or entity thereby acquiring such Lot shall not be a Member unless or until such Owner shall deliver a true copy of a deed or other instrument of acquisition of title to the Association.

2. No member may assign, hypothecate or transfer in any manner his membership in the Association except as an appurtenance to his Lot. Any Member who conveys or loses title to a Lot by sale, gift, devise, bequest, judicial decree or otherwise shall, immediately upon such conveyance or loss of title, no longer be a Member with respect to such Lot and shall lose all rights and privileges of a Member resulting from ownership of such Lot.
3. There shall be only one (1) vote for each Lot. If there is more than one Member with respect to a Lot as a result of the fee interest in such Lot being held by more than one person, such Members collectively shall be entitled to only one (1) vote. The vote of the Owners of a Lot owned by more than one natural person or by a corporation or other legal entity shall be cast by the person named in a certificate signed by all of the Owners of the Lot, or, if appropriate, by properly designated officers, partners or principals of the respective legal entity, and filed with the Secretary of the Association, and such certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not filed with the Secretary of the Association, the vote of such Lot shall not be considered for a quorum or for any other purpose.

Notwithstanding the foregoing provisions, whenever any Lot is owned by a Husband and Wife they may, but shall not be required to, designate a voting member. In the event a certificate designating a voting member is not filed by the owners, the following provisions shall govern their right to vote:

- A. Where both are present at a meeting, each shall be regarded as the agent and proxy of the other for purposes of casting the vote for each Lot owned by them. In the event they 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.
- B. Where only one (1) Spouse is present at a meeting, the person present may cast the Lot vote without establishing the concurrence of the other Spouse, absent any prior written notice to the contrary by the other Spouse. In the event of prior written notice to the contrary to the Association by the other Spouse, the vote of said Lot shall not be considered.
- C. Where neither Spouse is present, the person designated in a "Proxy" (as defined in the Bylaws) signed by either Spouse may cast the Lot vote, absent any prior written notice to the contrary to the Association by the other Spouse or the designation of a different Proxy by the other Spouse. In the event of prior written notice to the contrary to the Association or the designation of a different Proxy by the other Spouse, the vote of said Lot shall not be considered.
- D. A quorum shall consist of persons entitled to cast at least 30% of the total number of votes, including the absentee ballots.

ARTICLE VI
TERM

The term for which this Association is to exist shall be perpetual. In the event of dissolution of the Association (unless same is reinstated), other than incident to a merger or consolidation, all of the assets of the Association shall be conveyed to a similar homeowners association or a public agency having a similar purpose, or any Member may petition the appropriate circuit court of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and its properties in the place and stead of the dissolved Association and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties.

ARTICLE VII
INCORPORATOR

The name and address of the incorporator of these Articles is:

Merle D'Addario
1151 Northwest 24th Street
Pompano Beach, Florida 33064

ARTICLE VIII
OFFICERS

The affairs of the Association shall be managed by the President of the Association, assisted by the Vice President(s), Secretary and Treasurer, and if any, by the Assistant Secretary(ies) and Assistant Treasurer(s), subject to the directions of the Board.

The Board shall elect the President, Secretary and Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall, from time to time, determine. The President shall be elected from amongst the membership of the Board, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, the office of the President and a Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person.

ARTICLE IX
DIRECTORS

1. The number of Directors shall be five (5) or seven (7), the number to be fixed at the Annual Election Meeting each year. If there are six (6) or fewer candidates, the Board will consist of five (5) Directors, but if there are more than six (6) candidates, the Board shall consist of seven (7) Directors.

2. Directors and officers must be Members of the Association or the resident spouse of a Member of the Association and except as otherwise provided by applicable law, not more than one person from the same family, household or home may serve as an Officer or Director simultaneously.

ARTICLE X INDEMNIFICATION

Each and every Director and officer of the Association shall be indemnified by the Association to the greatest extent allowed by law from time to time against all costs, expenses and liabilities, including attorney and paralegal fees, at all trial and appellate levels and post-judgment proceedings, reasonably incurred by or imposed upon him in connection with any negotiations, proceeding, arbitration, litigation or settlement in which he becomes involved by reason of his being or having been a Director or officer of the Association. The foregoing provision for indemnification shall apply whether or not such person is a Director or officer at the time such cost, expense or liability is incurred. Notwithstanding the above, in the event of any such settlement, the indemnification provisions provided in this Article X shall not be automatic and shall apply only when the Board approves such settlement and reimbursement for the costs and expenses of such settlement as in the best interest of the Association, and in the event a Director or officer admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the indemnification provisions of this Article X shall not apply. The foregoing right of indemnification provided in this Article X shall be in addition to, and not exclusive of, any and all right of indemnification to which a Director or officer of the Association may be entitled under statute or common law.

ARTICLE XI BYLAWS

The Bylaws may be altered, amended or rescinded in the manner provided for in the Bylaws. In the event of any conflict between the provisions of these Articles and the provisions of the Bylaws, the provisions of these Articles shall control.

ARTICLE XII AMENDMENTS

1. The Board shall adopt a Resolution setting forth a proposed Amendment directing that it be submitted to a vote at a meeting of the voting Members, which may be at the annual meeting, any regular meeting or any special meeting of the voting Members called for such purpose. In addition, the Board must adopt a Resolution setting forth proposed amendments directing that they be submitted to a vote at a meeting of the voting Members, upon the written request of twenty-five percent (25%) of all voting

members of the Association. A proposed amendment shall be approved by a vote at a meeting of sixty-six and two-thirds percent (66 2/3%) of all Association voting Members, or by their written consent in lieu of a meeting as permitted by the Bylaws, which written consent will also require sixty-six and two-thirds percent (66 2/3%) of all Association voting Members

2. Any instrument amending these Articles shall identify the particular article or articles being amended and shall provide a reasonable method to identify the amendment being made. A certified copy of each such amendment shall be attached to any certified copy of these Articles, and a copy of each amendment certified by the Secretary of State shall be recorded amongst the Public Records of the County

ARTICLE XIII
REGISTERED OFFICE AND REGISTERED AGENT

The street address of the registered office of the Association is 625 North Flagler Drive, 7th Floor, West Palm Beach, FL 33401, and the registered agent of the Association at that address shall be Becker & Poliakoff, P.A., provided, however, the Board of Directors may change the registered office and the registered agent from time to time.

EXHIBIT C

**AMENDED AND RESTATED BYLAWS
OF
SUMMER CHASE HOMEOWNERS ASSOCIATION, INC.
(A Florida Corporation Not For Profit)**

Section 1. Identification of Association

These are the Bylaws of Summer Chase Homeowners Association, Inc., ("Association") as duly adopted by its Board of Directors ("Board"). The Association is a corporation not for profit, organized pursuant to Chapters 617 and 720, Florida Statutes.

1.1. The registered office of the Association shall be, for the present, at Becker & Poliakoff, P.A., 625 North Flagler Drive, 7th Floor, West Palm Beach, Florida 33401, and, thereafter, may be located at any place designated by the Board from time to time within Palm Beach County.

1.2. The fiscal year of the Association shall be the calendar year.

1.3. The seal of the Association shall bear the name of the Association, the word "Florida" and the words "Corporation Not For Profit."

Section 2. Explanation of Terminology

The terms defined in the Articles of Incorporation of the Association ("Articles") as well as in the Declaration of Protective Covenants, Restrictions and Easements for Summer Chase ("Declaration") are incorporated herein by reference and shall appear in initial capital letters each time such terms appear in these Bylaws.

Section 3. Membership; Members' Meetings; Voting and Proxies

3.1. The qualifications of Members, the manner of their admission to membership into the Association, the manner of termination of such membership and the voting by Members shall be as set forth in the documents.

3.2. The "Annual Members' Meeting" shall be held in January of each year. In addition, the following Members' meetings shall also be held: The budget meeting in November, and the elections meeting in December. These meetings shall take place on such date of the designated month as determined by the Board, at the Summer Chase Clubhouse, 8335 Lake Cypress Road, Lake Worth, Florida 33467. The purpose of such meetings shall be to discuss matters appropriate to the business and functions of the Association, in accordance with the governing documents.

3.3. Special meetings of the Members (other than those referred to in Section 3.2) shall be held at the Summer Chase Clubhouse, except that in special circumstances, the Board of Directors, by majority vote, may decide to hold a special meeting at another appropriate location within Palm Beach County, Florida. A special meeting must be called by the President or Vice President upon receipt of a written request signed by Members representing at least ten (10%) percent of the total number of votes entitled to be cast by the Members at any such special meeting.

3.4. Written notice to the Members shall only be required prior to the annual meeting and any special meeting (Section 3.3), meetings to elect Directors, the budget meeting, or any meeting at which a vote to amend these documents may take place. Such written notice shall be given at least fourteen (14) days, but not more than forty-nine (49) days prior to the scheduled date of such meeting. Any notice given hereunder shall state the time and place of the meeting and the purposes for which the meeting is called. Such written notice shall be mailed or delivered to the Members' last known address as it appears on the books of the Association. Proof of such mailing or delivery shall be given by the affidavit of the person(s) giving the notice. However, in accordance with Chapter 617, Florida Statutes, notices of meetings of the Members shall be posted in a conspicuous place on Association property at least forty-eight (48) hours in advance of such meeting, except in an emergency.

3.5. The Members may, at the discretion of the Board, act by written response in lieu of a meeting, provided a written notice of the matter or matters to be agreed upon is given to the Members or duly waived in accordance with the provisions of these Bylaws. Unless some greater number is required under the Summer Chase Homeowners Association documents and except as to the election of Directors, which shall be accomplished by plurality vote, the decision of the majority of the votes cast by Members as to the matter or matters to be agreed or voted upon, shall be binding on the Members, provided a quorum is either present at such meeting (in person or by proxy or absentee ballot) or submits a response if action is taken by written response in lieu of a meeting in which event a minimum of a majority of all votes, one hundred eleven (111), is necessary for an action. The notice with respect to actions to be taken by written response in lieu of a meeting shall set forth a time period during which the written responses must be received by the Association, which shall not exceed sixty (60) days from the date that the notice is mailed.

3.6. A quorum of the members shall consist of Members entitled to cast at least thirty percent (30%) of the total number of votes of the Members.

3.7. (a) The President, with the advice of the Board, shall appoint a nomination/election committee consisting of five (5) Members, none of whom may be Board members, officers or candidates for election. These appointments shall be made in August, so that the committee may distribute written notice of nominees to all Members by no later than October fifteenth (15th). As regards nominations, the committee's function shall be to ensure that the applicants meet the qualifications set forth in Section 4.2 of

these Bylaws. If a special election is necessary, the appointment of the nomination/election committee shall be made as soon as the Board knows of the need for such special election. The committee shall proceed as quickly as possible to carry out its responsibility if a special election is required; however, it shall adhere to the fourteen (14) day notice requirement.

(b) At any meeting when an election of Directors is to occur, written ballots are to be supplied to Members for such purpose. Furthermore, at any such meeting at which Directors are to be elected, the nomination/election committee shall supervise the election, count and verify ballots and absentee ballots, disqualify votes, if such disqualification is justified under the circumstances, and certify the results of the election to the Board and the Members present at the meeting. The election committee shall determine questions within its jurisdiction by a plurality vote of all five (5) Members, but matters resulting in deadlocked votes of the election committee shall be referred to the entire Board for resolution.

3.8. If a quorum is not established at a meeting, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present with no further notice of such adjourned meeting being required unless otherwise determined by the Board.

3.9. Minutes of all meetings shall be kept in a business-like manner and be available for inspection by the Members and Directors at all reasonable times.

3.10. Voting rights of Members shall be as stated in the Articles with respect to the election of all Boards. Votes for Directors may be cast in person or by an absentee ballot. Votes on all other matters may be cast in person or by proxy or absentee ballot. Proxy is defined to mean a signed, written instrument containing the appointment of another person who is substituted in the place and stead of a Member or authorized representative of an entity entitled to vote. To be valid, a proxy must be dated, must state the date, time and place of the meeting for which it was given, and must be signed by the authorized person who executed the proxy. The maximum number of proxies which may be voted by any one Member is three (3). Notwithstanding the foregoing, the Association's Secretary may vote as many proxies as received in the name of the Secretary. Proxies shall be in writing and signed by the person or authorized representative of an entity giving the same, and shall be valid only for the particular meeting designated therein, and, if so stated in the proxy, any adjournments thereof. Absentee ballots shall be secret ballots and shall be enclosed in a blank envelope. The blank envelope shall be enclosed in a second envelope which envelope shall be signed by the person or authorized representative of an entity giving the same, and shall be valid only for the particular meeting designated therein, and, if so stated on the absentee ballot, any adjournments thereof. A proxy or absentee ballot must be filed with the Secretary of the Association before the appointed time of the meeting to be valid. Any proxy or absentee ballot may be revoked prior to the start of the meeting at which such a vote is to be cast according to such proxy or absentee ballot.

3.11. The voting on the election of Directors shall be by secret ballot. The voting on any other matter at a meeting shall be by secret ballot upon request of the holders of ten percent (10%) of the votes represented at such meeting and entitled to be cast on such matter, if such request is made prior to the voting question.

Section 4. Board: Directors' Meetings

4.1. The business and administration of the Association shall be by its Board.

4.2. The election and, if applicable, designation of Directors shall be conducted in accordance with the Articles and these Bylaws. Directors and officers must be Members of the Association or the resident spouse of a Member of the Association and except as otherwise provided by applicable law, not more than one person from the same family, household or home may serve as an Officer or Director simultaneously. If any member of the Board of Directors is absent from three (3) consecutive regular Board meetings, the Board shall have the right upon a majority vote of the remaining Board members to remove the person from the Board.

4.3 a. The term of a Director's service shall be from January 1 through December 31 subsequent to the election the previous December. In the event a Directorship becomes vacant during the months of January through June, special elections shall be called to fill the vacancy for the remainder of the term. If such vacancy occurs during the months of July through December, the Board may appoint a Member to fill the vacancy through December 31 of the year. In either case, the vacancy shall be filled within sixty (60) days. If a Board vacancy occurs about which the Board has no prior knowledge, the Board may reduce the minimum notification period for the meeting to elect the Director(s) specified in Section 3.4 to seven (7) days.

b. A Director may be removed upon receipt of a written petition signed by at least forty percent (40%) of all the Members, followed by the affirmative vote of a majority of the Members eligible to vote.

4.4. The organizational meeting of a newly elected Board shall be held within one (1) month of their election.

4.5. Regular meetings of the Board may be held in the Summer Chase Clubhouse at such times as shall be determined from time to time by a majority of the Board. Under special circumstances, as determined by the Board, the Board may meet at other locations within Palm Beach County. Special meetings of the Board may be called at the discretion of the President or the Vice President. Special meetings must be called by the Secretary at the written request of at least one-half (½) of the Directors. Such special meeting shall be held in the Clubhouse, except in unusual circumstances.

4.6. Notice of the time and place of regular and special meetings of the

Board, or adjournments thereof, shall be given to each Director personally or by mail, electronically formatted, telephone or telegraph at least three (3) days prior to the day named for such meeting unless such notice is waived before, during or after such meeting. Any Director may waive notice of the meeting in writing before, during or after a meeting. Such waiver shall be deemed equivalent to the receipt of notice by such Director.

4.7. A quorum of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. Matters approved by a majority of the Directors present at a meeting at which a quorum is present shall constitute the official acts of the Board, except as may be otherwise specifically provided by law, by the Articles or elsewhere herein. If, at any meetings of the Board, there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any meeting that takes place on account of a previously adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted. In the case of the adjournment of a meeting, no further notice of the adjourned meeting need be given, unless otherwise determined by the Board.

4.8. The presiding officer at all Board meetings shall be the President. In the absence of the President, the Vice President shall preside. In the absence of both the President and the Vice President, the Board members may select a chairperson from among them, providing a quorum is present.

4.9. Committees shall be appointed to deal with those areas of continuing community concern that the Board determines to be appropriate. No Officer/Director may serve as chairperson of such a committee.

4.10. Minutes of all meetings of the Board shall be kept in a businesslike manner and be available for inspection by Members and Directors at all reasonable times.

4.11. The Board shall have the power to appoint an "Executive Committee" of the Board consisting of not less than three (3) Directors. An Executive Committee shall have and exercise such powers of the Board as may be delegated to such Executive Committee by the Board.

4.12. Meetings of the Board shall be open to all Members, except for meetings with legal counsel. Notices of meetings shall be posted in a conspicuous place on the Association property at least forty-eight (48) hours in advance of such meeting, except in an emergency.

Section 5. Powers and Duties of the Board

All of the powers and duties of the Association shall be exercised by the Board. Such powers and duties of the Board shall include, but not be limited to, all powers and duties set forth in the Summer Chase Documents, as well as all of the powers and duties of a director of a corporation not for profit. The number of Directors shall be five (5) or

seven (7); the number to be fixed at the Annual Election Meeting each year. If there are six (6) or fewer candidates, the Board will consist of five (5) Directors, but if there are more than six (6) candidates, the Board shall consist of seven (7) Directors.

Section 6. Officers of the Association

6.1. Executive officers of the Association shall be the President, who shall be a Director, one or more Vice Presidents, a Treasurer and a Secretary, all of whom shall be elected annually by the Board. Any officer may be removed without cause from office by vote of the Directors at any meeting of the Board. The Board may, from time to time, elect such other officers and assistant officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association. One person may hold any two offices simultaneously, except where the functions of such offices are incompatible, but no person shall hold the office of President and any of the following offices simultaneously: Vice President, Secretary or Assistant Secretary.

6.2. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of the President of an association or a corporation not for profit, including, but not limited to, the power to appoint chairpersons and committees and such other committees from among the Members at such times as he may determine appropriate to assist in the conduct of the affairs of the Association. Such appointments shall be made with the advice of the Board. The President is the Chairperson of the Board of Directors. If in attendance, the President ("Chairperson") shall preside at all meetings of the Board and the Members.

6.3. In the absence or disability of the President, a Vice President shall exercise the powers and perform the duties of the President. The Vice President (s) shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board. In the event more than one Vice President is elected by the Board, then they shall be designated "First," "Second," etc., and shall exercise the powers and perform the duties of the presidency in such order.

6.4. The Secretary shall keep the minutes of all meetings of the Board and the Members, which minutes shall be kept in a businesslike manner and be available for inspection by Members and Directors at all reasonable times. The Secretary shall have custody of the seal of the Association and affix the same to instruments requiring such seal when duly authorized and directed to do so. The Secretary shall be custodian for the corporate records of the Association, except those of the Treasurer, and shall perform all the duties incident to the office of Secretary of the Association as may be required by the Board or the President according to law. The Assistant Secretary, if any, shall perform the duties of the Secretary when the Secretary is absent and shall assist the Secretary under the supervision of the Secretary.

6.5. The Treasurer shall have custody of all of the monies of the Association, including funds, securities and evidences of indebtedness. The Treasurer

shall keep the assessment rolls and accounts of the Members and shall keep the books of the Association in accordance with good accounting practices and according to law and he shall perform all of the duties incident to the office of the Treasurer. The Assistant Treasurer, if any, shall perform the duties of the Treasurer when the Treasurer is absent and shall assist the Treasurer under the supervision of the Treasurer.

6.6. No compensation or fees may be paid by the Association to any Officer, Director, Member, Owner or resident of Summer Chase. However, this does not preclude the reimbursement of necessary and reasonable expenses for activities duly authorized by the Board on behalf of the Association. This provision shall preclude the Board or Officers from hiring any Officer, Director, Member, homeowner or resident of Summer Chase as an employee of the Association, or from contracting with any of the above-mentioned, or any party related to, or affiliated with the above-mentioned, for the management or performance of contract services for all or any part of Summer Chase.

Section 7. Accounting Records; Fiscal Management

7.1. The Association shall use the accrual method of accounting and shall maintain accounting records in accordance with good accounting practices, which shall be open to inspection by Members and Institutional Mortgagees or their respective authorized representatives at reasonable times. Such authorization as a representative of a Member must be in writing and signed by the person giving the authorization and dated within sixty (60) days of the date of the inspection. Such records shall include, but not be limited to: (i) a record of all receipts and expenditures; and (ii) an account for each Lot within Summer Chase which shall designate the name and address of the Lot Owner thereof, the amount of Individual Lot Assessments and all other Assessments, if any, charged to the Lot, the amounts and due dates for payment of same, the amounts paid upon the account and the balance due.

7.2. The Board shall adopt a Budget (as provided for in the Declaration) of the anticipated Association Expenses for each forthcoming calendar year (the fiscal year of the Association being the calendar year) at a special meeting of the Board ("Budget Meeting") called for that purpose to be held during the month of November of the year preceding the year to which the Budget applies. Prior to the Budget Meeting, a proposed Budget for the Association Expenses shall be prepared by or on behalf of the Board and distributed to the Members at least fifteen (15) days before the Budget meeting. Within thirty (30) days after adoption of the Budget, a copy thereof shall be furnished to each Member, and each Lot Owner shall be given notice of the Individual Lot Assessment applicable to his Lot(s). The copy of the Budget shall be deemed furnished and the notice of the Individual Lot Assessment shall be deemed given upon its delivery or upon its being mailed to the Lot Owner shown on the records of the Association at his last known address as shown on the records of the Association.

7.3. In administering the finances of the Association, the following procedures shall govern: (i) the fiscal year shall be the calendar year; (ii) any monies

received by the Association in any calendar year may be used by the Association to pay expenses incurred in the same calendar year; (iii) there shall be apportioned between calendar years on a pro rata basis any expenses which are prepaid in any one calendar year for Association Expenses which cover more than such calendar year; (iv) Assessments shall be made quarterly or monthly (as determined by the Board) in amounts no less than are required to provide funds in advance for payment of all of the anticipated current Association Expenses and for all unpaid Association Expenses previously incurred; and (v) items of Association Expenses incurred in a calendar year shall be charged against income for the same calendar year regardless of when the bill for such expenses is received. Notwithstanding the foregoing, the Assessments for Association Expenses and any periodic installments thereof shall be of sufficient magnitude to insure the adequacy and availability of cash to meet all budgeted expenses in any calendar year, as such expenses are incurred in accordance with the accrual basis method of accounting.

7.4. The Individual Lot Assessment shall be payable as provided for in the Declaration.

7.5. No Board shall be required to anticipate revenue from Assessments or expend funds to pay for Association Expenses not budgeted or which shall exceed budgeted items, and no Board is required to engage in deficit spending. Should there exist any deficiency which results from there being greater Association Expenses than monies from Assessments, then such deficits shall be carried into the next succeeding year's Budget as a deficiency or shall be the subject of a Special Assessment or an upward adjustment to the Individual Lot Assessment.

7.6. The depository of the Association shall be such institutions in which specific funds are insured against loss by an agency of the Federal Government as shall be designated from time to time by the Board in which the monies of the Association shall be deposited. Withdrawal of monies from such account shall be only by debits signed by at least two (2) Directors or Officers authorized by the Board.

7.7. A report of the accounts of the Association shall be made annually by a certified public accountant. A copy of the report shall be furnished to each Member no later than the first day of May of the year following the year for which the report is made. The report shall be deemed to be furnished to the Member upon its delivery or mailing to the Member at his last known address shown on the records of the Association.

Section 8. Rules and Regulations

The Board may at any meeting of the Board adopt rules and regulations or amend, modify or rescind then existing rules and regulations for the operation of Summer Chase; provided, however, that such rules and regulations are not inconsistent with the terms or provisions of the Summer Chase Documents. Copies of any rules and regulations promulgated, amended or rescinded shall be mailed or delivered to all Members at the last known address for such Members as shown on the records of the Association at the time

of such delivery or mailing and shall not take effect until forty-eight (48) hours after such delivery or mailing. Notwithstanding the foregoing, where rules and regulations are to regulate the use of specific portions of the Association Property, same shall be conspicuously posted at such facility and such rules and regulations shall be effective immediately upon such posting. Care shall be taken to insure that posted rules and regulations are conspicuously displayed and easily readable and that posted signs or announcements are designed with a view towards protection from weather and the elements. Posted rules and regulations which are torn down or lost shall be promptly replaced.

Section 9. Parliamentary Rules

The then latest edition of Robert's Rules of Order shall govern the conduct of meetings of all Members and the Board; provided, however, if such rules of order are in conflict with any of the Summer Chase Documents, Robert's Rules of Order shall yield to the provisions of such instrument.

Section 10. Amendment of the Bylaws

10.1. The Association Board of Directors shall have the right to propose amendments to any Bylaw of the Association. The Board shall be required to propose an Amendment to the Bylaws upon the written request of twenty-five (25%) of all voting Members of the Association.

10.2. Any Bylaw of the Association may be amended or repealed, and any new Bylaw of the Association may be adopted at any regular meeting or special meeting of the Members called for that purpose, by a vote of a majority of all the Association voting Members.

10.3. These Bylaws may also be amended by written consent in lieu of a meeting. In order to amend a Bylaw by written consent in lieu of a meeting, the Association must receive a written response from a majority of all the Association voting members.

10.4. Any instrument amending, modifying, repealing or adding Bylaws shall identify the particular section or sections affected and give the exact language of such modification, amendment or addition or of the provisions repealed. A copy of each such amendment, modification, repeal or addition attested to by the Secretary or Assistant Secretary of the Association shall be recorded amongst the Public Records of the County.

Section 11. State Laws

If any of the Bylaws conflict with Florida Not For Profit Corporation Act and the Homeowners' Association laws as they are amended from time to time such Bylaws shall yield to the provisions of the Law.

SUMMER CHASE HOMEOWNERS ASSOCIATION, INC.

BY: _____

Attest: _____

(Seal)

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September 17, 2005

RULES AND REGULATIONS FOR SUMMER CHASE

OWNERS ARE REFERRED TO THE RESTRICTIONS CONTAINED IN THE SUMMER CHASE DOCUMENTS WHICH ARE BINDING UPON ALL OWNERS

The term "his" is used to save space and the term "hers" shall be substituted wherever it is applicable as well as "she" may be substituted for "he" where applicable.

Some of the Rules listed here are actually copies of the Protective Covenants, Restrictions and Easements of Summer Chase and are listed here for your easier reference.

1. Any consent or approval given under these rules by the Association shall be revocable at any time by the Board.
2. No owner shall make or permit any noises that will disturb or annoy the occupants of Any of the residences or do or permit anything to be done which will interfere with the rights, comfort or convenience of other owners
3. Each owner shall keep his Residence and Lot in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown any debris from the doors or windows thereof.
4. Storm shutters may be put up or (closed) not more than seventy-two (72) hours earlier than weather forecasters indicate the hurricane or tropical disturbance will arrive, and left up (or closed) no more than seventy-two (72) hours after the condition abates. Each owner who plans to be absent from his residence during the hurricane season must prepare his residence prior to his departure by:
 - a. Removing all furniture, potted plants and other movable objects from outside his residence and:
 - b. Provide in writing, departure and tentative return dates, and where they can be reached while away. Also, designate a responsible firm or individual to take care of the dwelling should the house suffer hurricane or tropical storm damage.
 - c. Residents who leave the community, during the defined hurricane season (June 1st to November 30th), for thirty (30) days or less, may install (or close) their shutters prior to departure and must remove (or open) them within seventy-two (72) hours after they return or after the threat abates if such disturbance is imminent at the time of their return.
5. All garbage and refuse from the Residences and Lots shall be deposited with care in garbage containers (at the curb in front of their house) intended for such purpose only at such times and days as set forth in the Declaration or as amended by the Board. Tuesday after 6:00

PM for pick-up of garbage, recycling, and foliage, branches and other flora debris. Also there will be a Saturday pick-up for garbage only and this can be put by the curb after 6:00 PM Friday night.

6. Water closets and other water apparatus on the Association Property shall not be used for any purposes other than those for which they were constructed. Any damage resulting from misuse of any water closets or other water apparatus shall be paid for by the owner responsible for same.

7. No owner shall request or cause any employee or agent of the Association to do any private business of the owner, except as shall have been approved in writing by the Association

8. An owner shall not cause or permit the blowing of any horn from any vehicle of which he, his guests or family shall be occupants, except in an emergency requiring such horn to be sounded.

9. Owners shall not be allowed to put their names or street addresses on any portion of their Residences or Lots except in such place and in the manner approved by the Association for such purpose, which approval may be based on aesthetic grounds within the sole discretion of the Board.

10. An owner shall be held responsible for the actions of his lessees or family members, guests, employees and invitees.

11. Food and beverage may not be prepared or consumed except in the residence and on the respective lot behind the residence or as otherwise permitted by the Board.

12. Complaints regarding the management of the Association Property or regarding actions of other owners shall be made in writing to the Association.

13. The recreational facilities are solely for the use of the owners, their family members and guests. The use of recreational facilities shall be at the risk of those involved and not, in any event, the risk of the Association or its manager, if any.

14. Children shall be allowed to play only in those areas within Summer Chase designated for play by the Association from time to time.

15. The rules governing the use of the recreational facilities which are or may be located upon Association Property, including permitted hours, guest rules, safety and sanitary provisions, and all other pertinent matters shall be in accordance with rules adopted from time

to time by the Association and by Federal, State and local Laws and posted on the Association Property.

16. No trailer, boat, van camper, truck, "military" like vehicle, motorcycle or other commercial vehicle shall be permitted on any portion of Summer Chase except for trucks delivering goods or furnishing services and except upon such portions of Summer Chase as the Board may, in its sole discretion determine. The Board shall have the right to authorize the towing away of any vehicle in violation of this rule with the costs to be borne by the home owner or the violator.

17. No owner shall operate any watercraft upon the lake within Summer Chase, nor shall any other type of recreational activity except fishing be permitted thereon without the prior written approval of the Board.

18. Satellite dishes which are one meter or smaller in diameter shall be allowed if they are located on the rear of a residential Lot or on the rear portion of a dwelling unit. No satellite dishes are to be placed on any dwelling roofs. No satellite dishes shall be placed on any portion of the Association Property. Any satellite dish placed on the rear of a residence or the rear of the dwelling shall be hidden from view either by landscaping or location. Further information as to wiring, difficulty in receiving a signal etc. may be obtained from the Board

19. Pets shall not be permitted in the recreational area which consists of the Clubhouse, the Tennis Courts, the Pool, the Shuffleboard Courts, the Bocce Court and the Parking Lot servicing these areas whether or not on a leash or carried. All pets must be carried or kept on a leash when outside of a residence or fenced-in area. An owner shall immediately pick up and remove any solid animal waste deposited by his pet on his/her lot, the Association Property, on any other resident's property or Lake Corporation Property. Further and more complete restrictions about pets are found in Article X, Section H of the Summer Chase Declaration of Protective Covenants, Restrictions and Easements.

20. Assessments for the maintenance fees are due quarterly, in advance, on the first day of January, April, July and October of each year. In the event any owner shall fail to pay an assessment, or installment thereof charged to such owner, by the fifteenth of the month due, then the Association, through its Board, shall assess a late charge of \$25.00. An additional late charge of \$25.00 will be added on the first of each subsequent month until payment is received. If legal action is required to collect, all costs, including legal fees will be added to the late charges

Please note: as payment is mailed to a bank lock box account, payment must be received, not postmarked, by the 15th of the month due for each quarter. Payments must be mailed and not brought in to the Association office. Forms are available in the office for any resident wishing to set up an automatic withdrawal from their bank account for the quarterly payments. Presently the late charge is \$25.00 each month until paid. Owners shall be responsible to pay all Legal

Fees incurred in connection with the collection of late assessments, whether or not an action at law to collect said assessment and foreclose the Association's lien has been commenced. The Board has authorized the following schedule of fees for such circumstances:

- (a) One hundred (100) dollars for a claim of lien plus recording costs of six dollars and sixty cents (\$6.60) and sending of notice of intention to foreclose;
- (b) Fifty (50) dollars for any subsequent claims of lien plus recording costs of six dollars and sixty cents (\$6.60);
- (c) Fifty (50) dollars for a satisfaction of lien plus recording costs of six dollars and sixty cents (\$6.60) and
- (d) Any further action would require an hourly computation of attorney and paralegal time spent pursuing collection of such unpaid assessments.

21. Flower pots must be limited to two (2) per driveway and be located against the garage wall on either side of the driveway. Any additional flower pots must be entrenched, at least half way, in depth, into the ground so as not to become missiles in a windstorm.

22. Any tinting of windows requires the written approval of the Board. The Board will have the right to determine the type and color of the tint to be used. As of now it is non-reflective bronze.

23. Existing wells must have a rust preventative system and the owner of the well shall be responsible at his cost, for cleaning any stains on his or his neighbor's property as well as any Association Property that his well water may cause. New wells may not be installed.

24. There are to be no private parties or religious functions in the clubhouse, recreation areas or on any other Association Property. For example but not limited to:
 Break the Fast Yes Passover Seder NO Easter Dinner Yes Easter Services NO
 Joint Holiday Party (Christmas / Chanukah Party) YES

25. There are to be no outsiders allowed in any paid for classes, except as an instructor or as a lecturer.

26. You may paint your driveway with an approved color other than the color of your roof providing it matches the color of your house trim.

27. Tiling of your driveway may be approved if it is aesthetically pleasing and includes the apron leading to the street and meets any and all specifications the Board has set forth.

28. No owner shall plant any trees or shrubs or the like in or on a swale area, or shall any

owner alter the slope of the swales or take any other action which may impede the drainage system and the flowage of water.

29. Notwithstanding anything to the contrary contained herein, owners, after obtaining permission of the Board, may have plantings on their lots provided that the plantings are maintained, repaired and replaced in a proper manner by the owner. The Board may withdraw its approval of the plantings areas if not maintained properly. If the Association has to remove and replace such plantings the cost of such removal and replacement will be a special assessment against that owner.

30. Owners shall not make any alterations or any improvement or landscaping within the Association Property; or remove any portion thereof or make any addition thereto or do anything which would or might jeopardize or impair the safety or soundness of the Association Property or which, in the opinion of the Board, would detrimentally affect the architectural design of the buildings within Summer Chase without first getting the written consent of the Board.

31. No tree or shrub, the trunk of which exceeds two (2) inches in diameter and forty-eight (48) inches in height, shall be cut down or otherwise removed without the express written consent of the Association. The consent for such removal may be conditioned upon the tree or shrub in question being replaced or transplanted to another part of the lot in question. Florida Law will prevail.

32. Owners shall not paint, refurbish, stain, alter, decorate, repair, replace or change the improvements on their lots or the Association property or any outside or exterior portion of any building maintained by the Association (except for replacing window panes or screening), etc. without the approval of the Board. Owners shall not have any exterior lighting fixtures, mailboxes, window screens, screen doors, enclosures, awnings, hurricane shutters, hardware or similar items installed which are not consistent with the general architecture of the Residence as determined by the Board without first obtaining specific written approval of the Board. The Board shall not grant approval if, in its opinion, the effect of any of these items mentioned herein will be unsightly.

33. No residence shall be enlarged by any addition thereto or to any part thereof, and no owner shall make any improvement, addition or alteration to the exterior of his residence, or to his lot, including without limitation, the painting, staining or varnishing of the exterior of the residence, the addition of screens or screen doors and the addition or renovation of a pool, without the prior approval of the Board, which approval may be withheld for purely aesthetic reasons.

34. Mailboxes and other delivery boxes may not be installed or replaced on any lot or residence, or any Association Property without the prior written consent of the Board, which consent may be withheld for purely aesthetic reasons.

35. All draperies, curtains, shades or other window or door coverings installed within a residence which are visible from the exterior of the residence shall have a white or beige backing, unless otherwise approved in writing by the Board. No newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) week after the owner or lessee first moves into a residence or when permanent window treatments are being cleaned or repaired.

36. Owners shall be permitted to locate and utilize barbecue grills only on their respective lots behind their respective residences, provided, however that such barbecues shall not be placed so as to interfere with lawn service and the barbecuing will be subject to such Rules and Regulations as may be promulgated from time to time by the board. Also food and beverages may not be consumed or prepared except in the residence and on the respective lots behind the residences or as otherwise permitted by the Board.

37. An owner of a Servient Lot shall not make any improvement to the Servient Lot including, without limitation, the placement of fences or landscaping which would unreasonably interfere with the permissible uses of any maintenance or access easement appurtenant to the adjoining dominant lot reserved thereby.

38. No tent, trailers, shacks or other temporary buildings or structures shall be constructed or otherwise placed upon the Subject Property except in connection with construction, development, leasing or sales activities permitted under the Summer Chase Documents. No temporary structures may be used as a residence.

39. No garage shall be permanently closed so as to make such garage unusable by a vehicle and no portion of a garage originally intended for the parking of a vehicle shall be converted into living space or storage area without consent of the Association. All garage doors shall remain closed when not in use.

40. No sign of any kind shall be displayed to the public view on any lot, residence; Association Property except as may be previously and specifically approved in writing by the Board. Notwithstanding the foregoing, owners shall be permitted to place one (1) square foot sign on their lot or residence for the sale or lease of their residence. No sign or attachment of any kind shall be displayed by any owner on any fence or gates bordering the community.

41 In order for the Association to monitor the percentage of residences occupied by at least one (1) person fifty-five (55) years of age or older, owners intending to sell or lease their residence must provide the Association with written notice of such intention together with

names and ages of the intended occupants of such residence (as provided in the Fair Housing Act and HUD Laws).

42. In order to prevent lawnmowers and weedwackers from hitting and damaging the mailbox posts the following is suggested:

1. Place a cement brick or vinyl border around the post and either plant foliage or install landscape rocks inside the border or;
2. Be sure to get Architectural Committee's and Board's approval as this may be a change to your landscape.

43. Plantings around a mailbox may be flowers or a low growing plant that must be maintained within a radius of nineteen (19) inches (which is a diameter of thirty-eight (38) inches and a height of no more than twenty four (24) inches. Existing plantings or borders must comply with this rule.

44. For safety reasons no vehicle is to be parked in any street of the Subject Property overnight. All vehicles must be garaged, parked on a driveway or left in the clubhouse parking lot.

45. Light fixtures on the exterior of a home must be vertically mounted, either white, bronze, pewter, black or brass colors may be used. Fixtures may have a maximum height of twenty-four (24) inches and a total width of eight (8) inches and must be mounted so they do not extend more than eight (8) inches from the wall. Fixtures may use clear, yellow or white frosted bulbs. Flame flickering bulbs are prohibited. Fixtures must have clear glass sides only and they may be connected to a motion detector, timer or darkness detector device. All fixtures must get Board approval.

46. The clubhouse is intended for the use of residents and their guests. Non-residents are not permitted to play cards or mah-jongg or use any of the other clubhouse amenities on a REGULAR basis.

47. The only decorations to be displayed outside of a home (but not on Common Property) are the December holiday decorations.

a. These decorations may be placed outside the home from the day after Thanksgiving Day through January 7th of the following year. The only exception to these dates that the Board shall recognize are for those residents that observe either the Greek or Russian Orthodox Holidays.

b. Blow-up figures are not acceptable as holiday decorations, but otherwise there are no restrictions as to what Holiday Decorations may be used, providing that lawn decorations are no larger than forty-eight (48) inches in height, and if placed on the lawn they do not interfere with lawn maintenance. If electric cords are attached, the cords must not be in areas where lawn mowers or lawn edgers are used.

c. Other than the above holidays, no decorations, ornaments, statues, figures, plaques, pictures, lights or signs (except "for sale" signs) are allowed on any part of the Subject Property, at any time.

d. The Board reserves the right to request non-acceptable decorations be removed immediately.

e. No flags, banners or pendants other than the U.S. flag (or as may be allowed by statute) may be displayed outside of a home except the Summer Chase Flag installed at the direction of the Board.

48 a. All residents will be treated equally as regards time limitations for eliminating non-compliance notices. Seasonal residents will not receive extra time to comply. Seasonal residents must comply in the same time frame as all other residents. It is their responsibility to comply before leaving the Subject Property or to make arrangements for someone to act on their behalf to perform the requested compliance. They may contract with a workman to have the work done and supply the Board with a copy of the contract showing what and when it will be done.

b. Fines will be initiated at the time stated in the notice if the non-compliance is not corrected even if the resident is not in attendance.

49. Artificial flowers and greenery (made of plastic or any other material) are considered ornaments and therefor are not permitted to be displayed on the outside of a residence whether they are loose or potted.

50. In the case of a death of a resident or a member of a resident's family our front gates will remain open from 9:00 AM to 10:00 PM on the day of the funeral if requested by a family member. Notice of the death and funeral date must be reported to a member of the Board or a member of the Gate Committee.

51. a. Only one easel may be used (and placed in the clubhouse lobby) to advertise a function, and may remain for no longer than thirty (30) days.

b. Any exception to the above rule may only be granted with the explicit approval of the Board, but in no instance for longer than thirty (30) days prior to the function.

52 EMERGENCY ELECTRIC GENERATORS>

a. An electric portable generator (using gasoline fuel) may be used whenever there is an electric outage.

b. A generator, when in use shall be located a minimum of ten (10) feet from the rear or the front of the home.

c. When not in use, all portable generators must be stored out of sight; either in the garage or on an enclosed and covered patio.

d. All generators may not be operated from 10:00 PM through 8:00 AM.

e. Gasoline fuel containers must be UL and Fire Department approved to be kept on the Subject Property. They must be self ventilating. Red plastic containers (gasoline) are approved for short time storage and are available in 1, 2, 5 and 6 gallon capacities.

f. No home should store more than 25 gallons of gasoline fuel on their premises at one time. This is a **County** ordinance.

g. For practical purposes (cost, size and features) the only portable units allowed will range up to 8500 watts (gasoline powered).

h. A portable generator must be stored away no later than 24 hours after electricity has been restored.

i. Gas containers (filled with gas) can only be stored on the Subject Property 48 hours prior to a storm. It is recommended that all fuel be emptied (such as used in your car) no later than 48 hours after electricity has been restored.

RULES AND REGULATIONS FOR THE CLUBHOUSE AND FACILITIES

1. The entire clubhouse, including the restrooms, is designated as NON-SMOKING
2. **EXERCISE ROOM:** Residents have priority use until 1:00PM. Guests must be accompanied by a resident. No guests under the age of eighteen (18) are allowed to use the room at any time. Use of equipment is limited to thirty (30) minutes when others are waiting to use the same. No drinks, no food, no smoking is permitted. Shut off all equipment after use. Close all lights, fans and turn off the TV when leaving the room. Do **NOT** give the entry number to **ANY** guest.
3. **BILLIARD ROOM:** Residents have a priority until 1:00 PM and guests must be accompanied by a resident. No guest under the age of eighteen (18) is permitted at any time. There is to be no food, no drinks and no smoking. Turn off all lights and fans when leaving.
4. **CRAFT ROOM:** Guests must be accompanied by a resident. No eating, drinking or smoking. Turn off all lights and fans when leaving.
5. **SAUNA:** No one under the age of eighteen (18) is permitted at any time and guests must be accompanied by a resident. No eating, drinking or smoking is permitted and all lights, timers and switches must be turned off when leaving. Be sure to read the instructions prior to using this facility.
6. **KITCHEN:** To be used by residents only or hired help hired to work in the kitchen.
7. **MEETING ROOM:** For use of residents and their guests only, and no wet swimsuits are permitted in the Clubhouse at any time other than in the lavatories using only the doors on the pool side. Close lights, turn off fans as the last person leaves. All tables and chairs which have been moved must be returned to their proper position prior to leaving. Proper attire (shoes and shirts) is required at all times. To prevent voice callings from interfering with other games the area separators should be closed.
8. **TENNIS COURTS:** Residents have priority until 1:00 PM and after 5:00 PM. Tennis shoes (no black or dark soles) and shirts are required at all times. Play is limited to one (1) hour when other players are waiting and doubles play is requested when others are waiting No one under the age of sixteen (16) is permitted on the tennis courts unless accompanied by an adult. No food is allowed in the tennis court area and all tennis courts must be left clean at the end of play. Close all gates when leaving the courts.
9. **SHUFFLEBOARD & BOCCE COURTS:** Residents have priority use until 1:00 PM and after 5:00 PM. No one under the age of sixteen (16) is permitted on the courts unless

accompanied by an adult. All equipment must be returned to the proper equipment storage area immediately after use.

10 BARBECUE: The grill(s) are for use by residents ONLY. Residents must clean the area and the grill after use.

11. POOL AND SPA:

a. All pool and spa rules are to be observed by residents and their guests. Guests must be acquainted with these rules. Ignorance of these rules will not be acceptable. Most of these rules are either Florida statutes or Health Rules and are there for your safety and pleasure.

b. Florida Law limits pool hours to dawn through dusk only and NO diving if there are no lifeguards on duty. Florida Law also prohibits glass of any kind in the pool or spa area and all pets are prohibited from the pool and spa areas or decks.

c. Radios shall not be played so loud as to annoy others. Lap swimming hours are 8:00 AM to 10:00 AM unless other events are scheduled. Rafts and floating devices may be used only when the pool is not crowded. Children under the age of fifteen (15) must be accompanied by a responsible adult

d. No food, drink or smoking is allowed within four (4) feet of the pool or spa. No furniture or other objects are allowed between the pool and the blue line bordering the pool. Smokers must use ashtrays and not the floor. When in bathing attire you must use a towel to cover chairs and lounges (no bare skin should come in contact with the vinyl straps). There is to be no reserving of lounges and adults are to have priority for the use of lounges. Pool gates are not to be left open at any time. When leaving close umbrellas and use the bungee cords, return all chairs and lounges to the original locations.

e. No jumping, running, roller blading, bike riding, skateboarding or ballplaying. Pool capacity is forty (40) people and the spa is fourteen (14) people.

f. All persons MUST shower before entering the pool or spa This is a Florida Health Law and a safety regulation for Summer Chase.

g. Children not toilet trained or in diapers or any incontinent people are prohibited from the pool or spa at any time. A separate kiddy pool is available for them. If an infant or incontinent person spoils the water with solid waste the pool or spa must be emptied, cleaned and refilled the cost of which will be borne by the resident whose guest is responsible. For their health reasons no one under the age of fifteen (15) is allowed in the spa. Any rules posted at the pool or spa in conflict with these will take precedence.

**DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND
EASEMENTS FOR THE SUMMER CHASE HOMEOWNERS
ASSOCIATION, INCORPORATED**

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**AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS,
RESTRICTIONS AND EASEMENTS
FOR
SUMMER CHASE HOMEOWNERS ASSOCIATION, INC.
(A Florida Corporation Not For Profit)**

This Amended and Restated Declaration of Protective Covenants, Restrictions and Easements for Summer Chase (hereinafter referred to as "Declaration") is an amended and restated version of what was recorded May 9, 1989 in Official Records Book 6059 at Page 0778 of the Public Records of Palm Beach County, Florida entitled "Declaration of Protective Covenants, Restrictions and Easements for Cypress Woods II" ("Original Declaration") as amended from time to time, by Oriole Homes Corp. a Florida Corporation ("Developer") which was joined in by Summer Chase Homeowners Association, Inc., formerly known as Cypress Woods II Association, Inc., a Florida Corporation not-for-profit ("Association").

WHEREAS, the Developer at the time the Original Declaration was recorded, was the owner in fee simple of the real property more particularly described in Exhibit "A" ("Subject Property") attached hereto and made a part hereof:

WHEREAS, in order to develop and maintain Summer Chase as a planned residential community and to preserve the values and amenities of such community, it is necessary to declare, commit and subject the Subject Property and the improvements now or hereafter constructed thereon to certain land use covenants, restrictions, reservations, regulations, burdens, liens, and easements; and to delegate and assign to the Association certain powers and duties of ownership, administration, operation, maintenance and enforcement; and

NOW, THEREFORE, in consideration of the premises and covenants herein contained, the Subject Property shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, reservations, regulations, burdens and liens hereinafter set forth, all of which shall run with the Subject Property and any part thereof and which shall be binding upon all parties having any right, title or interest in the Subject Property or any part thereof, their heirs, successors and assigns.

**ARTICLE I
DEFINITIONS**

- A. **"Articles"** mean the Articles of Incorporation of the Association, a copy of which is attached hereto and made a part hereof as Exhibit B, and any amendments thereto.
- B. **"Assessments"** mean the assessments for which all Owners are obligated to the Association and include "Individual Lot Assessments" and "Special Assessments" (as defined in Articles V and VI hereof) and any and all other assessments which