

This Instrument Prepared By and Return To:  
Robert M. Lewis, Esq.  
✓ Lewis, Vegosen & Rosenbach, P.A.  
251 Royal Palm Way  
Palm Beach, Florida 33480

DECLARATION  
OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
OF  
ABBHEY PARK

THIS DECLARATION, made the 11<sup>th</sup> day of August, 1980 by  
CORONET DEVELOPMENT CORPORATION, herein called "Declarant", a Florida  
corporation with an address at 502 Waterview Drive, Palm Springs,  
Florida 33461, the Owner of all of the real property described in  
Exhibit A, hereinafter called "Abbey Park";

W I T N E S S E T H:

WHEREAS, Declarant is the owner of the real property and  
desires to create thereon a phased PUD development with recreational  
facilities, open spaces and other community facilities for the bene-  
fits of said development. Additional phases shall include all other  
areas within the PUD development other than those areas designated  
where Rental and Condominium units are to be constructed.

WHEREAS, Declarant is desirous of subjecting ABBEY PARK to  
the covenants, conditions, restrictions and easements hereinafter set  
forth;

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NOW, THEREFORE, Declarant hereby declares that ABBEY PARK is  
and shall be held, transferred, sold, conveyed, used and occupied sub-  
ject to the covenants, conditions, restrictions and easements herein-  
after set forth:

ARTICLE I

DEFINITIONS

1. "Declaration" shall mean the covenants, conditions and  
restrictions and all other provisions herein set forth in this entire  
document, as may from time to time be amended.
2. "Association" shall mean and refer to ABBEY PARK HOME-  
OWNERS' ASSOCIATION, INC., its successors and assigns.

*Abbey Park Plat No. 1 recorded in Plat BK 40 pp. 92-93*

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3. "Declarant" shall mean and refer to CORONET DEVELOPMENT CORPORATION, a Florida corporation, their successors or assigns, or with any successor or assign to all or substantially all of their interests in the development of said properties and shall further mean and refer to persons or entities acquiring title to any portion of the property which is the subject of the Declaration.

4. "General Plan of Development" shall mean that plan as approved by appropriate governmental agencies which shall represent the total general scheme and general uses of land in the properties, as such may be amended from time to time subject to at least thirty (30) days notice to the Association and approval of the governmental agencies involved.

5. "The Properties" shall mean and refer to all real property which becomes subject to the Declaration.

6. "Common Area" shall mean and refer to those areas of land shown on the recorded subdivision plat of the properties and improvements therein including but not limited to road, water management tract, recreation tracts and parking tracts as shown on the plats, which are intended to be devoted to the common use and enjoyment of the members.

7. "Unit" shall mean the structure which the homeowner will own in fee simple title. Ownership of these units shall be separated by a Declaration of Party Facilities to be filed in the Public Records of Palm Beach County, Florida. Such unit is designed and intended for use and occupancy as a residence by a single family.

8. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot or parcel or condo dwelling unit constructed on any lot or parcel, but excluding those having such interest merely as security for the performance of an obligation.

9. "Occupant" shall mean and refer to the occupant of a unit who shall be either the Owner or a lessee who holds a written lease having an initial term of at least twelve (12) months.

10. "Rules and Regulations" shall be the rules and regulations and policies which are included in this Declaration and as may be adopted by the Board of Directors from time to time by amendment of this Declaration.

11. "Master Plan" shall mean and refer to that certain land use plan for Abbey Park on file with Palm Beach County, Florida, pursuant to its Planned Unit Development Ordinance.

12. "Condominium Dwelling Unit" shall mean and refer to a condominium apartment or dwelling facility constructed in Abbey Park.

13. "Rental Dwelling Unit" shall mean and refer to any rental apartment or dwelling facility constructed in Abbey Park.

## ARTICLE II

### PROVISIONS PERTAINING TO ABBEY PARK

A. Property Subject to Declaration. ABBEY PARK shall be held, transferred, sold, conveyed, used and occupied subject to all the covenants, conditions, restrictions and easements set forth in this ARTICLE II and to such other covenants, conditions, restrictions easements and liens contained in this Declaration which are specified to be applicable to ABBEY PARK.

B. General Purpose. The purpose of this Declaration is to promote the health, safety and social welfare of the owners of the units; to provide for the improvement, maintenance and preservation of the property; to provide for architectural control of all buildings, fences, walls and other structures or improvements; to protect the owners of units against improper use of surrounding units; to guard against the erection of poorly designed or proportioned structures; to secure and maintain proper setbacks from the streets and adequate free spaces between structures; to provide for a homeowners association for administration and governing of ABBEY PARK; to provide for a congenial and harmonious community and to provide for the establishment of a well-designed single family, residential community and commercial area.

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C. Association. There shall be created and established a non-profit Florida corporation known as ABBEY PARK HOMEOWNERS' ASSOCIATION, INC., herein called the "Association". A copy of the Articles of Incorporation and By-Laws of the Association are attached as Exhibits B and C respectively.

D. Purposes and Responsibilities of the Association. The purposes and responsibilities of the Association shall be all of the general purposes set forth in Paragraph B above, all of the purposes set forth in the Articles of Incorporation of the Association and all of the following purposes and responsibilities:

1. The ownership, maintenance and care of the roads, streets, lakes, equipment shed, recreation building and facilities, parking facilities adjacent to the recreation building and all other common areas of ABBEY PARK.

2. The fulfillment of all purposes, responsibilities and obligations with respect to ABBEY PARK as are established from time to time by ordinances and applicable laws of Palm Beach County and the State of Florida.

3. The execution, performance, administration and enforcement of all of the terms and conditions of this Declaration.

E. Membership of the Association. Each owner of a unit shall, by virtue of such ownership, be a member of the Association and by acceptance of a deed or instrument of conveyance or the acquisition of title in any manner of a unit, accepts such membership and acknowledges the authority of the Association to act as provided herein and as provided in Exhibits B and C. Provided, however, the Developer shall control the Homeowners Association until such time as he has completed all of the contemplated improvements and has sold and closed 95% of the units at ABBEY PARK or has elected to divest himself of control of the Association, whichever shall first occur. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. If Declarant declares any portion of the real property to condominium ownership, each

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Grantee of the condominium unit shall be bound by all of the terms of this Declaration.

F. Fees, Dues, Charges and Assessments. The Declarant hereby covenants, creates and establishes and each owner of any unit in ABBEY PARK, 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:

1. 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 the owners of each unit.

2. Any special assessments for capital improvements, emergencies, or non-recurring expenses. Such assessments shall be in equal amounts against the owners of each unit.

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

4. 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.

5. Assessments of any kind for the creation of reasonable reserves for any of the aforesaid purposes. Such assessments shall be in equal amounts against the owners of each unit.

G. Procedures for Establishing 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:

1. Annual assessments against the owners of all of the units shall be established after the adoption of an operating budget. Annual assessments shall be payable semi-annually; provided, however, that upon default in the payment of any one or more installments, the

entire balance of said assessment may be accelerated at the option of the Board and be declared due and payable in full.

2. Special assessments against the owners of all of the units 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.

3. 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 specific owners of units 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 members at such time or times as shall be established by resolution, rule, or regulation or the officer or agent.

4. 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. The Association shall, upon demand, furnish any owner liable for said assessment, a certificate in writing, signed by an officer of the Association, setting forth whether that assessment has been paid and/or the amount which is due as of any date. As to third parties without knowledge of error, who rely thereon, such certificate shall be conclusive evidence of payment or partial payment of any assessment therein stated to have been paid or partially paid.

5. For the purpose of assessment, the term "Owner" shall exclude the Developer, only while the Developer holds units for sale in the normal course of business.

H. 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:

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1. If fees, dues, charges or assessments of any kind are not paid within ten (10) days of the date when due, such sums shall then be and become delinquent and shall, together with interest thereon at the maximum rate allowed by law, attorneys fees and all costs of collection, be and become a continuing lien and charge upon the unit or units owned by the member of the Association. Such lien shall bind the unit and shall be evidenced by recording of a notice of lien in the public records of Palm Beach County and/or by another method which constitutes notice to the unit owner and third parties. Such lien shall secure not only all sums due the Association at the time of recording the lien, but also all assessments and installments of assessments coming due during the period that the lien remains unsatisfied. No owner may waive or otherwise escape liability for the assessments provided for herein non-use of the common area or abandonment of his unit.

2. If the sums due are not paid within thirty (30) days after the delinquency date, the Association may accelerate all remaining assessments for the balance of the current calendar year and 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 interest hereinabove set forth, all costs of collection and all attorneys' fees incurred by the Association in connection with collection and/or appeal. The judgment shall include all of said sums. The Association may bid on the foreclosed property at the judicial sale or may settle or compromise the claim.

3. The liens for all fees, dues, charges and assessments provided herein, shall be subordinate to the lien of any bona fide mortgage or mortgages to an institutional lender (but not to mortgages held by private parties) now or hereafter placed upon any unit provided, however, that such subordinations shall apply only to the sums which have become due and payable prior to a sale or transfer of such unit, pursuant to a decree of foreclosure or other proceeding in lieu

of foreclosure. No sale, transfer or conveyance of any kind shall relieve any unit owner from liability for any fees, dues, charges or assessments thereafter becoming due from the lien of any such sums. When the mortgagee of a first mortgage of record or other purchaser of a dwelling obtains title to the dwelling as a result of foreclosure of the first mortgage, such acquirer of title, his successors and assigns, shall not be liable for any delinquent assessments due the Association pertaining to such dwelling or chargeable to the former homeowner of such dwelling which became due prior to acquisition of title as a result of foreclosure until said dwelling is either sold or leased by the first mortgage holder. Such unpaid assessments shall be deemed to be a common assessment collectible from all of the homeowners including such acquirer, his successors and assigns.

4. Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence on the day of conveyance to an owner who is not the Declarant.

5. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (1) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (2) all common areas; (3) all properties exempted from taxation by state or local governments upon the terms and to the extent of such legal exemption. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges, or liens.

### ARTICLE III

#### COMMON AREA

1. Title to Common Area. The improvement of Abbey Park shall be in accordance with the Master Plan. In order to insure conformity with the Master Plan, Coronet in its capacity as Developer will at the appropriate time of platting and/or development of various Lots or Parcels, convey the title to the roads and other areas including lakes and recreation areas subject to any mortgages for improvements to

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such Common Area parcel or parcels, and to taxes for the year of conveyance and to restrictions, conditions, limitations and easements of record and for drainage and public utilities to this Association, to a property owners association or to a condominium association. Areas which are for the use and benefit of only the Owners of a particular Lot or Parcel may, at the discretion of the respective Developer(s) effecting such improvements be conveyed to condominium association established in connection with the maintenance and improvements as to such Lot or Parcel or to a Property Owners' Association for such area.

2. Obligations of the Association. The Association, subject to the rights of the owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair. The Association shall, at its expense, maintain or cause to be maintained, all grassed swale areas along road rights-of-way, recreational areas, and lake areas, water control devices and mechanisms, titled to the Association.

3. Members' Easement of Enjoyment. Subject to the provisions herein, every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every unit, and every member shall have a right of enjoyment in the Common Area.

4. Extent of Members' Easements. The members' easements of enjoyment created hereby shall be subject to the following:

(a) the right of the Association to establish reasonable rules and regulations for the use of the common area;

(b) the right of the Association to suspend the right of an owner to use the facilities for any period during which any assessment against his unit remains unpaid for more than thirty (30) days after notice; the right of the Association to suspend the right of a member to use the said facilities for a period not to exceed

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sixty (60) days for any other infraction of this Declaration or the rules and regulations;

(c) the right of the Association to mortgage any or all of the facilities constructed on the common area for the purposes of improvements or repair to Association land or facilities pursuant to approval of the Developer and of two-thirds (2/3) of the votes of the owners who are voting in person or by proxy at a regular meeting of the Association or at a meeting duly called for this purpose;

(d) the right of the Association to dedicate or transfer all or any part of the common area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the owners, agreeing to such dedication or transfer, has been recorded.

5. Delegation of Use. Any member may delegate his right of enjoyment to the common area and facilities to the members of his family and to his guests subject to such general regulations as may be established from time to time by the Association, and included within the rules and regulations.

6. Damage or Destruction of Common Area By Owner. In the event any common area is damaged or destroyed by an owner or any of his guests, tenants, licensees, agents or member of his family, such owner does hereby authorize the Association to repair said damaged area; the Association shall repair said damaged area in a good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association in the discretion of the Association. The amount necessary for such repairs shall become a Special Assessment upon the unit as provided herein.

7. Title to Common Area. The Declarant may retain the legal title to the common area or portion thereof until such time as it has completed improvements on the properties and sales have been closed on 95% of the units, but notwithstanding any provisions hereto,

the Declarant hereby covenants that it shall convey the common area and portions thereof to the Association, free and clear of all liens and financial encumbrances not later than the completion and sale of the last unit. Members shall have all the rights and obligations imposed by the Declaration with respect to such common area.

ARTICLE IV

USE OF PROPERTY

1. Protective Covenants.

(a) Residential Use. All property designated for residential use shall be used, improved and devoted exclusively to residential use. Nothing herein shall be deemed to prevent the owner from leasing a unit to a single family, subject to all of the provisions of the Declaration.

(b) Nuisances. No nuisance shall be permitted to exist or operate upon any property so as to be detrimental to any other property in the vicinity thereof or to its occupants.

(c) Restriction on Further Subdivision. No unit shall be further subdivided or separated by any owner, and no portion less than all of any such unit, nor any easement or other interest herein, shall be conveyed or transferred by an owner, provided that this shall not prohibit deeds of correction, deeds to resolve boundary disputes, and similar corrective instruments.

(d) Other Restrictions - Rules and Regulations.

(1) No unit owner shall in any way deface or change the color of the exterior of his unit. Exterior walls, roof and fencing around the courtyard are to be maintained by each unit owner in quality condition at all times. Failure to maintain the dwelling in such manner will result in a thirty (30) day notice to the owner from the Association setting forth the items to be corrected. In the event the notice is not adhered to, the Association may contract to have such work performed and the unit owner will be charged for the invoices delivered by such contractors together with any reasonable costs to the Association. Normal maintenance of the roof of

the units such as cleaning, recoating or repainting, shall be done uniformly and at the same time for the entire roof of the building upon agreement of the unit owners. The expense of such maintenance shall be born equally by the unit owners. In the event of damage or destruction which is confined to the roof area wholly within the dimensions of one unit the repair or replacement shall be at the expense of the said unit owner. If the damage or destruction of adjacent roof areas is caused by the negligence or wilful misconduct of any one unit owner, such negligent owner shall bear the entire cost of repair or replacement. If any unit owner shall neglect or refuse to pay his share, or all of such cost in case of negligence or wilful misconduct, any other affected unit owner may have such roof repaired or replaced and shall be entitled to a lien on the unit of the other unit owner so failing to pay for the amount of such defaulting owner's share of the repair or replacement cost. If a unit owner shall give, or shall have given a mortgage or mortgages upon his property, then the mortgagee shall have the full right at his option to exercise the rights of his mortgagor as an owner hereunder and, in addition, the right to add to the outstanding balance of such mortgage any amounts paid by the mortgagee for repairs hereunder and not reimbursed to said for repairs hereunder and not reimbursed to said mortgagee by the homeowners. The Association shall have the right to file a lien for non-payment of such charges in which event the homeowner shall be responsible for attorney's fees and costs. The undersigned has arranged for cable television facilities to be made available at Abbey Park. In no event shall any television antennas or radio antennas be permitted.

(2) The following set of restrictions and regulations shall be adhered to by each homeowner, lessee, their houseguests or visitors:

(a) No owner, lessee, their guests or visitors shall make or permit any disturbance that will interfere with the rights, comforts, or convenience of others.

(b) Offensive pets may be removed by the Association after notice to the owner with the prevailing party being entitled to recover the cost of proceedings and reasonable attorney's fees. Pets shall be restricted to no more than one (1) pet per dwelling. A pet shall mean a dog or cat which shall not exceed thirty (30) pounds.

(c) Pets shall be on a leash at all times. Dogs shall not be walked on grass other than immediately surrounding the owners courtyard. Pets found running loose shall be reported to the appropriate governmental agency and will be picked up and impounded. The owner of each pet shall be required to clean up after the pet in order to properly maintain the common areas. If, after receipt of written notice by the Association that the owner's pet is violating the provisions of this paragraph, the owner does not correct such violations, the Association shall have the right to impose a fine of fifty dollars (\$50.00) on said unit owner. The fifty dollars shall be deposited to the general maintenance account of the association. In the event that the fifty dollars (\$50.00) fine is not promptly paid, then the Association shall also have the right to seek appropriate legal action against the said owner in order to obtain payment of the fifty dollar (\$50.00) fine and, in addition, shall be entitled to a judgment for all fees and costs incurred in such action.

(d) Trash shall be placed in receptacles. For sanitary reasons, all trash and garbage shall be in plastic bags and tied securely before being placed in closed trash receptacles. In no event shall trash be placed outside of the trash receptacles.

(e) On any re-sale of a unit the buyer and seller shall comply with the provisions of Article VIII of this Declaration.

(f) Barbecue cookers shall be used in courtyard only.

(g) No clothes or similar articles shall be hung on balconies or outdoors for any purposes whatsoever, except within owner's courtyard below height of fence.

(h) Bicycles, toys or clutter shall not be left outside courtyards at any time. Bicycles or clutter so left shall be impounded. It is permissible to store bicycles in owner's courtyard. In the event that such items are impounded by the Association, the unit owner will be assessed a fee of \$5.00 for their release.

(i) There shall be no assembling or disassembling of motor vehicles except for ordinary maintenance as the changing of a tire, battery, etc.

(j) Motorcycles, boats, trailers, motor homes, buses, and other such vehicles shall not be allowed to park overnight on areas within the confines of Abbey Park. All motor vehicles must be maintained as to not create an eyesore in the community. If, upon receipt from the Association, an offending owner does not remove the vehicle from the Abbey Park property, the Association shall have the right to have the vehicle towed away at the owner's expense. In the event that the owner refuses to pay such costs, the Association may, at it's option, impose a lien on said owner's property in the amount of the costs involved in having the vehicle towed away, or file the appropriate legal proceedings to recover all sums expended from the owner, together with all fees and costs incurred in maintaining such action, including reasonable attorney's fees.

(k) Unit owners and lessees shall be held responsible by the Association for all property damage to common areas.

(l) No signs of any kind may be displayed on any exterior portion of the dwelling, the courtyard, or in the windows of the dwelling, or in any of the common areas.

(m) Unit owners may install hurricane shutters, however, they cannot be permanent and must be of the type that can be installed only when needed due to a storm and can be completely removed thereafter.

(n) In addition to the foregoing, all owners and lessees of dwellings in Abbey Park shall abide by the Declaration of Covenants, Conditions, and Restrictions for Abbey Park and the Arti-

cles of Incorporation, and By-Laws of the Abbey Park Homeowners' Association, Inc., and the terms of the Declaration of Party Facilities.

2. Utility Easements. There is hereby created a blanket easement upon, across, over, through, and under the above described premises for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and systems including, but not limited to water, sewers, gas, telephone, electricity, television, cable or communication lines and systems. By virtue of this easement it shall be expressly permissible for the Declarant or the providing utility or service company to install and maintain facilities and equipment on said property, to excavate for such purposes and to affix and maintain wires, circuits, and conduits on, in and under the roofs and exterior walls of said residences providing such company restores disturbed areas to the condition in which they were found. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utility service lines or facilities for such utilities may be installed or relocated on said premises except as programmed and approved by the Declarant. This easement shall in no way affect any other recorded easements on said premises. This easement shall be limited to improvements as originally constructed.

#### ARTICLE V

##### COMMON PROPERTY REAL ESTATE TAXES

The Association shall be billed annually by the Palm Beach County Tax Collector's office for the real estate tax on the property owned by the Association. Each unit owner shall be responsible for an equal share of that tax. The Association shall bill each unit owner for his equal share of the total bill. The bill from the Association must be paid within thirty (30) days from its date. If it is not paid within thirty (30) days, interest shall be charged at the rate of ten percent (10%) per annum from its date until paid. The Association shall have the right to pay the unit owners share of the tax and to file a lien against the property of such unit owner who shall fail to

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make the required payment. Said lien shall also secure reasonable attorney' fees incurred by the Association incident to the collection of the bill or enforcement of the lien.

#### ARTICLE VI

##### PROPERTY AND CASUALTY INSURANCE

Property and casualty insurance on each dwelling structure shall be maintained through the Association. Each unit owner will be assessed semi-annually for his portion of the assessment for the insurance premium covering his dwelling structure which insurance shall be in an amount equal to the maximum insurance replacement value, excluding foundation and excavation costs. Assessments and installments on such assessments paid on or before thirty (30) days after the date when due shall not bear interest, but all sums not paid on or before thirty (30) days after the date when due shall bear interest at the rate of ten percent (10%) per annum from the date when due until paid. All payment upon account shall be first applied to interest and then to the assessment payment first due. The Association shall have the right to file a lien against the property of such unit owner who shall fail to make his required assessment payments. The lien for unpaid assessments shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. Property and casualty insurance shall be purchased via the Association on a master policy basis which will cover all of the dwelling structures. The master policy shall insure all property conveyed by the undersigned at the time of the closing or the dwelling structure. Each unit owner shall insure any contents placed in the dwelling structure after the closing, as well as any additions made in or to the dwelling structure by the owner as each owner may desire. The Association shall also purchase such insurance as may be necessary on the common property to protect the Association and the unit owners. Such insurance will be handled in the same method as set forth above. In the event of any



casualty loss the Homeowners Association shall be the agent of all owners and shall adjust such loss on their behalf.

ARTICLE VII

MORTGAGEE'S RIGHT OF ACCESS

All mortgagees of unit owners shall specifically have a complete right of access to all of the common property for the purpose of ingress and egress to any and all units upon which they have a mortgage loan.

ARTICLE VIII

CONVEYANCES

In order to assure a community of congenial residents and thus protect the value of the dwellings and to further the continuous development of the Abbey Park community, the sale or lease of units shall be subject to the following provisions:

(1) The unit owner shall notify the Association in writing of his intention to either sell or lease his unit and furnish with such notification a copy of the contract for sale or lease, whichever is applicable.

(2) Upon receipt of the aforementioned, the Association shall without delay issue a Certificate indicating the Association's approval of the transaction. In the event of a sale it shall then be the responsibility of the purchaser of the unit to furnish the Association with a recorded copy of the deed of conveyance indicating that owner's mailing address for all future maintenance bills and other correspondence from the Homeowners Association. Provided, however, prior to the issuance by the Association of a Certificate indicating the Association's approval of the transaction the new purchaser shall be required to execute a copy of the rules and regulations of Abbey Park acknowledging that he takes title subject to those rules and regulations which he agrees to abide by. The Association shall then retain one signed copy in the Association's records, and furnish one copy to the new purchaser.

(3) It is not the intention of this Article to grant to the Association a right of approval or disapproval of purchasers or lessees. It is, however, the intent of this paragraph to impose an affirmative duty on the unit owners to keep the Homeowners' Association fully advised of any changes in occupancy or ownership for the purposes of facilitating the management of the Association's membership records. As this Article is a portion of the Declaration of Covenants which run with the land, any transaction which is conducted without compliance with this Article may be voidable.

ARTICLE IX

GENERAL PROVISIONS

A. Enforcement; Binding Effect. Enforcement of the provisions of this Declaration shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any of the terms, conditions, covenants, restrictions or easements hereof, either to restrain violation or to recover damages and against the land to enforce any lien created by these covenants and the failure by 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, restrictions and easements, 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 inure to the benefit of and be enforceable by the Declarant, the Association, and the unit owners, as the case may be, and each of their legal representatives, heirs, successors and assigns.

The portion of the plat containing the open space may not be vacated in whole or in part unless the entire plat is vacated. In the event any residential unit built under this section is destroyed or removed by or for any cause, if replaced such unit shall be replaced

with a unit of at least similar size and type; however, not exceeding the dimensions of the previous unit.

B. Assignment of Powers. Any and all duties, responsibilities, obligations, powers and reservations of the Declarant herein contained may be deeded, conveyed, or assigned to another legal entity by an instrument in writing duly executed, acknowledged and recorded in the public records of Palm Beach County, Florida. Such written instrument shall contain an acceptance by the grantee or assignee and the grantee and/or assignee shall assume and agree to be bound by each and all of the obligations and duties imposed upon Declarant and upon such event Declarant shall be relieved of the performance of any further duties or obligations hereunder.

C. Paragraph Headings and Exhibits. The paragraph headings and Exhibits are inserted merely for convenience of reference and are not to be construed to enlarge, diminish or modify the terms hereof. References to numbered paragraphs or Exhibits are to paragraphs and Exhibits of this Agreement unless specifically stated to the contrary and all Exhibits attached hereto are, by this reference, made a part hereof.

D. Scope and Duration of Provisions. 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 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.

E. Amendments. The terms and conditions of this Declaration may be amended 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:

1. Until such time as Declarant, its successors or assigns has completed all sales of all the units in ABBEY PARK, Declarant shall have the sole right and power of amendment or waiver and no such amendment or waiver shall be undertaken by another person without the prior consent of Declarant, its successors or assigns.

2. After the sale of all units in ABBEY PARK by Declarant, an amendment or waiver of any provision hereof shall have been approved at duly called and held meetings by not less than a majority of the Board of Directors and two-thirds (2/3) of the votes of the members of the Association at which a quorum is present in person or by proxy.

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

4. Any amendments to this Declaration or Exhibits thereunder must be reviewed and approved by the Palm Beach County Attorney's office in order to make certain that there is technical compliance with the building codes of Palm Beach County.

F. Severability. Invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provisions.

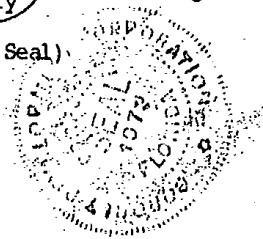
IN WITNESS WHEREOF, this Declaration has been executed as of the day and year first above written.

CORONET DEVELOPMENT CORPORATION

By   
ARTHUR M. KLIGLER, President

Attest   
LENNARD J. KLIGLER,  
Secretary

(Corporate Seal)



B3344 P1790

ABBEY PARK HOMEOWNERS ASSOCIATION, INC. joins in the execution of this Declaration to express its consent and approval to the terms and provisions hereof.

ABBEY PARK HOMEOWNERS ASSOCIATION, INC.

By [Signature]  
ARTHUR M. KLIGLER, President

Attest [Signature]  
LENNARD J. KLIGLER, Secretary

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

Before me personally appeared ARTHUR M. KLIGLER and LENNARD J. KLIGLER to me well known and known to me to be the individuals described in and who executed the foregoing instrument as President and Secretary, respectively, of the above named, CORONET DEVELOPMENT CORPORATION, a Florida corporation, and severally acknowledged to and before me that they executed such instrument as such President and Secretary, respectively of said Corporation and that the seal affixed to the foregoing instrument is the corporate seal of the corporation and that it was affixed to the foregoing instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

Witness my hand and seal this 11<sup>th</sup> day of August, 1980

[Signature]  
Notary Public, State of Florida at Large



My commission expires:  
STATE OF FLORIDA )  
                          )     ss.  
COUNTY OF PALM BEACH)

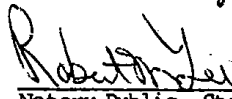
Notary Public, State of Florida at Large  
My Commission Expires Dec. 1, 1980  
Bonded by American Fire & Casualty Company

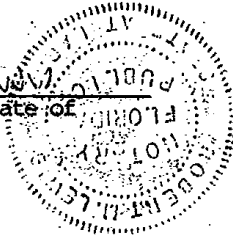
Before me personally appeared ARTHUR M. KLIGLER and LENNARD J. KLIGLER to me well known and known to me to be the individuals described in and who executed the foregoing instrument as President and Secretary, respectively, of the above named, ABBEY PARK HOMEOWNERS ASSOCIATION, INC., a Florida corporation, and severally acknowledged

B3344 P1791

to and before me that they executed such instrument as such President and Secretary, respectively of said Corporation and that the seal affixed to the foregoing instrument is the corporate seal of the corporation and that it was affixed to the foregoing instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

Witness my hand and seal this 11<sup>th</sup> day of August, 1980.

  
Notary Public, State of  
Florida at Large



My commission expires:

Notary Public, State of Florida at Large  
My Commission Expires Dec. 1, 1980  
Bonded By American Fire & Casualty Company.

B3344 P1792

EXHIBIT A

All that land lying in the South Half of the Southeast Quarter of Section 11, Township 44 South, Range 42 East, lying South of the Southerly Right-of-Way line of Forest Hill Boulevard and Easterly of the Easterly Right-of-Way of Lake Worth Drainage District E-3 Canal, less the South 40 feet for the Right-of-Way of Lateral Canal #8.

B3344 P1793

FILED

DEC 13 1 56 PM '79

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION

OF

ABBEY PARK HOMEOWNERS' ASSOCIATION, INC.

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

ARTICLE I  
NAME

The name of the corporation shall be ABBEY PARK HOMEOWNERS' ASSOCIATION, INC. ("Association").

ARTICLE II  
INITIAL REGISTERED OFFICE AND AGENT

The initial registered office of the Association shall be located at 502 Waterview Drive, Palm Springs, Florida. The initial registered agent of the Association is Arthur M. Kligler, whose address is 502 Waterview Drive, Palm Springs, Florida. The principal business office of the Association shall be located initially at 502 Waterview Drive, Palm Springs, Florida, and the office of the Association may thereafter be at such other place as the Board of Directors of the Association ("Board") may designate from time to time.

ARTICLE III  
PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof ("Members"). The specific purposes for which it is formed are to provide for maintenance, preservation, and architectural compatibility of the residence units and Common Property within that certain tract of property located in Palm Beach County, Florida, more particularly described in Exhibit A attached hereto ("Property"), to promote the health, safety and welfare of the residents within the Property and any additions thereto as may hereafter be brought within the jurisdiction of this Association and for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, ("Declaration") applicable to the Property and recorded among the Public Records of Palm Beach County, Florida, as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length with all definitions of terms set forth therein being applicable to such terms in these Articles;

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

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

(d) dedicate, sell or transfer all or any part of the Common Property to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an in-

B3344 P1794



strument has been signed by two-thirds (2/3) of each class of Members agreeing to such dedication, sale or transfer;

(e) have and exercise any and all powers, rights and privileges which a corporation organized under the Corporations Not For Profit Law of the State of Florida by law may now or hereafter have or exercise and not in conflict with these Articles;

(f) maintain, repair, replace and operate the Common Property and Limited Common Property;

(g) purchase a master policy of insurance upon the Common Property and for the protection of the Association and its Members and furnish a copy of the Certificate of Insurance to each unit owner;

(h) reconstruct improvements to the Common Property and Limited Common Property after casualty and further improve the same;

(i) make and amend reasonable rules and regulations respecting the maintenance, upkeep, and use of the Common Property;

(j) employ personnel to perform the services required for the proper operation, maintenance and upkeep of the Common Property and the operation of the Association; and

(k) contract for the management of the Association and the performance of its duties with a third party and delegate to said third party all of the powers and duties of the Association except those required by these Articles or the Declaration to have the approval of the Board or the Members.

#### ARTICLE IV QUALIFICATION OF MEMBERS

All Members of the Association must be owners of units within the Property and all such owners shall automatically become Members of the Association. The Declarant as identified and defined in the Declaration ("Declarant") shall be a Member as long as Declarant owns or holds any unit.

#### ARTICLE V VOTING RIGHTS

Members shall be entitled to one (1) vote for each unit owned. When more than one person holds an interest in any unit, all such persons shall be Members. The vote for such unit shall be exercised as they, among themselves shall determine, but in no event shall more than one (1) vote be cast with respect to any unit. There shall be no cumulative voting.

#### ARTICLE VI BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of not less than three (3) nor more than five (5) Directors who, for a period of five (5) years after the issuance of the Associations' Certificate of Incorporation need not be Members. The names and addresses of the persons who are to act in the capacity of Directors until the election of their successors are:

ARTHUR M. KLIGLER  
502 Waterview Drive  
Palm Springs, Florida

LENNARD J. KLIGLER  
502 Waterview Drive  
Palm Springs, Florida

ROBERT M. LEWIS  
251 Royal Palm Way  
Palm Beach, Florida 33480

The initial Board herein designated shall serve for one (1) year and thereafter as provided in the By-Laws. Directors may be removed in the manner provided for in the By-Laws.

ARTICLE VII  
OFFICERS

The Association shall be administered by the Officers designated in the By-Laws. The Officers shall be elected by the Board at its first meeting following the annual meeting of the Members and shall serve at the pleasure of the Board. The names and addresses of the Officers who shall serve until their successors are designated by the Board are as follows:

ARTHUR M. KLIGLER - President  
502 Waterview Drive  
Palm Springs, Florida

LENNARD J. KLIGLER - Secretary and Treasurer  
502 Waterview Drive  
Palm Springs, Florida

ROBERT M. LEWIS - Assistant Secretary and Vice President  
251 Royal Palm Way  
Palm Beach, Florida 33480

ARTICLE VIII  
BY-LAWS

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

ARTICLE IX  
INDEMNIFICATION

Every Director and 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 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, but the provisions of this Article shall not apply if a 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 provided herein shall apply only when the Board approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to, and not exclusive of, all other rights to which such Director or Officer may be entitled.

ARTICLE X  
DISSOLUTION

The Association may be dissolved in the manner provided by the laws of Florida.

ARTICLE XI  
TERM

The term of this Association shall be perpetual.

ARTICLE XII  
AMENDMENTS

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

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

(b) A resolution for the adoption of the proposed amendment may be proposed by either the Board or the Members. Directors and Members not present in person or by proxy at a meeting considering an amendment may express their approval in writing provided that such approval is delivered to the secretary of the Association at or prior to the meeting. Except as elsewhere provided, amendments to these Articles shall require the assent of two-thirds (2/3) of the entire membership of the Association and two-thirds (2/3) of the members of the Board.

(c) A copy of each amendment shall be filed with the Secretary of State and recorded among the Public Records of Palm Beach County, Florida.

ARTICLE XIII  
INCORPORATORS

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

ARTHUR M. KLIGLER  
502 Waterview Drive  
Palm Springs, Florida

LENNARD J. KLIGLER  
502 Waterview Drive  
Palm Springs, Florida

ROBERT M. LEWIS  
251 Royal Palm Way  
Palm Beach, Florida 33480

ARTICLE XIV  
PARAMOUNT PROVISIONS

In the event of any irreconcilable conflict between the provisions of these Articles of Incorporation and the provisions of the Declaration, the provisions of the Declaration shall govern and control. However, the Declaration and these Articles of Incorporation shall, to the extent possible, be read, construed and interpreted so that they are consistent.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 21<sup>st</sup> day of December, 1979.

\_\_\_\_\_  
ARTHUR M. KLIGLER


\_\_\_\_\_  
LENNARD J. KLIGLER

\_\_\_\_\_  
ROBERT M. LEWIS

STATE OF FLORIDA )  
 )  
COUNTY OF PALM BEACH)

Before me, the undersigned authority, personally appeared ARTHUR M. KLIGLER, LENNARD J. KLIGLER and ROBERT M. LEWIS, to me known to be the persons described in and who executed the foregoing instrument and who acknowledged before me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 3<sup>RD</sup> day of DECEMBER, 1979.

  
\_\_\_\_\_  
Notary Public,  
State of Florida at Large

My commission expires: Notary Public, State of Florida at Large  
My Commission Expires Nov. 12, 1982  
Bonded by American Fire & Casualty Company

B3344 P1798

AMENDMENT  
OF  
ARTICLES OF INCORPORATION  
OF  
ABBEY PARK HOMEOWNERS' ASSOCIATION, INC.

We, the undersigned, ARTHUR M. KLIGLER and LENNARD J. KLIGLER, the President and Secretary, respectively, of ABBEY PARK HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, on behalf of the corporation hereby execute this Amendment in accordance with Florida Statute 607.187 as follows:

1. ARTICLE III, Paragraph (f) is hereby amended in its entirety to read:

"(f) maintain, repair, replace and operate the Common Property;

2. The above described Amendment was adopted to the Articles of Incorporation by the Board of Directors on August 6, 1980.

ARTHUR M. KLIGLER, President

LENNARD J. KLIGLER, Secretary

STATE OF FLORIDA

COUNTY OF PALM BEACH

Before me, the undersigned authority, personally appeared ARTHUR M. KLIGLER as President and LENNARD J. KLIGLER as Secretary, respectively, of CORONET DEVELOPMENT CORPORATION, to me known to be the individuals named in the foregoing instrument, and they acknowledged to and before me that they severally executed the same as such officers of said corporation, duly authorized, and affixed thereto the corporate seal, for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid, this \_\_\_\_ day of \_\_\_\_\_, 1980.

Notary Public  
State of Florida at Large

My Commission expires:

B3344 P1799

BY-LAWS  
OF  
ABBEY PARK HOMEOWNERS ASSOCIATION, INC.

A Corporation not for profit  
under the laws of the State of Florida

ARTICLE I

IDENTITY

These are the By-Laws of the ABBEY PARK HOMEOWNERS' ASSOCIATION, INC., hereafter called "Association" in these ByLaws, a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of State on the 13th day of December, 1979. The Association has been organized for the purpose of owning and operating certain lands, and personal property located in Palm Beach County, Florida, which lands, and personal property are to be used in common by the members of the Abbey Park Homeowners Association, Inc., which members shall all be property owners at Abbey Park. Such operation by the Association shall include the management of Abbey Park in keeping with the terms and conditions as set forth in the "Declaration of Covenants, Conditions and Restrictions of Abbey Park," and the enforcement of such covenants, conditions and restrictions.

A. The Office of the Association shall be at 502 Waterview Drive, Palm Springs, Florida 33461, or any other address as shall be selected by the Association.

B. The fiscal year of the Association shall be the calendar year unless changed by the Board of Directors.

C. The seal of the Association shall bear the name of the corporation, the word "Florida", the words "Corporation not for profit", the year of incorporation, an impression of which is as follows:

ARTICLE II

MEMBERS' MEETINGS

A. The annual members' meeting shall be held at such location as shall be designated in the Notice of Meeting at 8:00 p.m., Eastern Standard Time, on the first Tuesday in February of each year, after the Association is no longer controlled by CORONET DEVELOPMENT CORPORATION, its successors or assigns, 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 day that is not a legal holiday.

B. Special members' meetings shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast one-third (1/3) of the votes of the entire membership.

C. Notice of all members' meetings stating the time and place and the object for which the meeting is called shall be given by the President or Vice President or Secretary unless waived in writing by all of the members. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than ten (10) days nor more than sixty (60) days

EXHIBIT C

prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice.

D. A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Articles of Incorporation, or these By-Laws.

E. Voting.

1. In any meeting of members the owners of units shall be entitled to cast one (1) vote as the owner of a unit, unless the decision to be made is elsewhere required to be determined in another manner.

2. If a unit is owned by one (1) person his right to vote shall be established by the record title to his unit. If any unit is owned by more than one (1) person, or is under lease, the person entitled to cast the vote for the unit shall be designated by a certificate signed by all of the record owners of the unit and filed with the Secretary of the Association. If a unit is owned by a corporation, the person entitled to cast the vote for the unit shall be designated by a certificate signed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the Corporation and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the unit concerned. A certificate designating the person entitled to cast the vote of a unit may be revoked by any owner of a unit. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum or for any other purpose.

F. Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy and must be filed with the Secretary before the appointed time of the meeting or any adjournment of the meeting.

G. Adjourned Meetings. If any meeting of the members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

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

1. Election of chairman of the meeting.
2. Calling of the roll and certifying of proxies.
3. Proof of notice of meeting or waiver of notice.
4. Reading and disposal of any unapproved minutes.
5. Reports of officers.
6. Reports of committees.
7. Election of inspectors of elections.
8. Election of directors.
9. Unfinished business.
10. New business.
11. Adjournment.

I. Proviso. Provided, however, that until the Declarant of Abbey Park has completed all of the contemplated improvements and closed the sales of 95% of the units located at Abbey Park, or until the Declarant elects to terminate its control of the Association, whichever shall first occur, the proceedings of all meetings of members of the Association shall have no effect unless approved by the

Board of Directors, which approval shall not be unreasonably withheld.

J. Minutes of all meetings of the Members shall be kept and preserved for a period of at least seven (7) years.

### ARTICLE III

#### DIRECTORS

A. Membership. The affairs of the Association shall be managed by a board of not less than three (3) nor more than five (5) directors, the exact number to be determined at the time of election.

B. Election of Directors shall be conducted in the following manner:

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

2. A nominating committee of five (5) members shall be appointed by the Board of Directors not less than thirty (30) days prior to the annual members' meeting. The committee shall nominate one (1) person for each director then serving. Nominations for additional directorships created at the meeting shall be made from the floor and other nominations may be made from the floor.

3. The election shall be by ballot (unless dispensed with by unanimous consent) and by plurality of the votes cast, each person voting being entitled to cast his vote for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

4. Except as to vacancies created by removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors.

5. Any Director may be removed by concurrence of two-thirds (2/3) of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.

6. Provided, however, that until the Declarant of Abbey Park has completed all of the contemplated improvements and closed the sales of all of the units at Abbey Park or until the Declarant elects to terminate its control of the Association, and vacancies occur on the Board, the vacancies shall be filled by the Declarant. The Declarant shall retain sole control of the Association until all of the contemplated improvements have been completed and sales have been closed on ninety-five percent (95%) of the units. The owners of the units shall be entitled to elect one (1) member to the Board after fifty (50%) percent of the units are sold and closed, and a majority of the Board when ninety-five percent (95%) of the units are sold. During the period the Declarant has sole control of the Association, it has the sole right to amend the Declaration of Protective Covenants, Conditions and Restrictions without the requirement of any joinder of any unit owner. Provided, however, written joinder of and consent of all mortgagees of any property in Exhibit "A" shall be required. The Declarant shall have veto power on any act of the Board of Directors, as long as Declarant owns units, on any decision of the Board that affects the marketability of any units still owned by the Declarant.

C. The term of each Director's service, shall be the one year following his election and subsequently until his successor is



duly elected and qualified or until he is removed in the manner elsewhere provided.

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

E. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting. All meetings of the Board of Directors shall be open to the membership but members shall not have the right to participate therein.

F. Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of one-third (1/3) of the Directors. Not less than three (3) days' notice of the meeting shall be given personally or by mail, telephone, or telegraph which notice shall state the time, place and purpose of the meeting.

G. Waiver of notice. Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

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

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

J. Joinder in meeting by approval of minutes. The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such Director for the purpose of determining a quorum.

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

L. The order of business at Directors' meetings shall be:

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

M. Directors' fees, if any, shall be determined by the members.

B3344 P1803

N. Minutes of all meetings of the Directors shall be kept and preserved for a period of at least seven (7) years.

#### ARTICLE IV

##### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Association existing under the Articles of Incorporation and these By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by owners where such approval is specifically required.

#### ARTICLE V

##### OFFICERS

A. The executive officers of the Association shall be a President, who shall be a Director, a Vice-President, who shall be a Director, a Treasurer, a Secretary and an Assistant Secretary, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by vote of the Directors at any meeting. Any person may hold two (2) or more offices except that the President shall not also be the Secretary or Assistant Secretary. The Board of Directors, from time to time, shall elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

B. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the members from time to time, as he, in his discretion, may determine appropriate to assist in the conduct of the affairs of the Association.

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

D. The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and Directors and other notices required by law. He shall have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an association and as may be required by the Directors or the President. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

E. The Treasurer shall have the custody of all property of the Association including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices and he shall perform all other duties incident to the office of Treasurer.

F. The compensation of all employees of the Association shall be fixed by the Directors. The provision that Directors' fees shall be determined by Members shall not preclude the Board of Directors from employing a Director as an employee of the Association.

B3344 P1804

ARTICLE VI

FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Articles of Incorporation shall be supplemented by the following provisions:

A. Accounts. The receipts and expenditures of the Association shall be created and charged to accounts under the following classification as shall be appropriated, all of which expenditures shall be common expenses:

(1) 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, for additional improvements or to operations. The balance of this fund at the end of each year shall be applied to reduce the assessments for current expenses for the succeeding year.

(2) Reserve for deferred maintenance, which shall include funds for maintenance items that occur less frequently than annually.

(3) Reserve for replacement, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

(4) Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be a part of the common facilities.

B. Budget. The Board of Directors shall adopt a budget for each fiscal year that shall include the estimated funds required to defray the assessments and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices as follows:

(1) Current expense.

(2) Reserve for deferred maintenance.

(3) Reserve for replacement.

(4) Betterments, which shall include the funds to be used for capital expenditures for additional improvements to the common property, provided, however, that in the expenditure of this fund no sum in excess of One Thousand Dollars (\$1,000.00) shall be expended for a single item or for a single purpose without approval of the members of the Association.

(5) Operation, the amount of which may be to provide a working fund or to meet losses.

(6) Provided, however, that the amount of each budgeted item may be increased over the foregoing limitations when approved by owners entitled to cast not less than two-thirds (2/3) of the votes of the entire membership of the Association; and further provided, that until the Declarant has completed all of the contemplated improvements and closed the sales of all units at Abbey Park, or until the Declarant elects to terminate its control of the Association, whichever shall first occur, the Board of Directors may omit from the budget all allowance for contingencies and reserves.

(7) Copies of the budget and proposed assessments shall be transmitted to each member on or before the commencement of the year for which the budget is made. If the budget is amended subsequently, a copy of the amended budget shall be furnished to each Member.

C. Assessments. Assessments against the owners for their shares of the items of the budget shall be made for the calendar year semi-annually in advance in two (2) equal installments on or before the first day of January and July of the year for which the assessments are made. If a semi-annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and semi-annual installments on such assessment shall be due upon each installment payment date until changed by an amended assessment. In the event the semi-annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors if the accounts of the amended budget do not exceed 115% the limitations for that year. Any account that does exceed such limitations shall be subject to the prior approval of the membership of the Association as previously required in these By-Laws. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made shall be due as determined by the Board of Directors. The first assessment shall be determined by the Board of Directors of the Association. Assessments for repair and maintenance of the common property shall be made as funds are expended or liability therefore is incurred by the Association.

D. Acceleration of assessment installments upon default. If a unit owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice to the unit owner, and the then unpaid balance of the assessment shall be due upon the date stated in the notice, but not less than thirty (30) days after delivery of the notice to the unit owner, or not less than thirty-two (32) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

E. Assessments for emergencies. Assessments for common expenses of emergencies that cannot be paid from the annual assessments for common expenses shall be made only after notice of the need for such expenditures is given to the unit owners concerned. After such notice and upon approval in writing by persons entitled to cast more than one-half (1/2) of the votes of the unit owners concerned, the assessment shall become effective and shall be due after thirty (30) days' notice in such manner as the Board of Directors of the Association may require in the notice of assessment.

F. The depository of the Association shall be such bank or banks and/or such savings and loan association as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of the monies from such accounts shall be only by check signed by such persons as are authorized by the Directors.

G. Audit. At the Annual Meeting of the Association, the members present shall determine by a majority vote whether an audit of the accounts of the Association for the year shall be made by a Certified Public Accountant, a Public Accountant, or by an auditing committee consisting of not less than three (3) members of the Association none of which shall be Board Members. The cost of the audit shall be paid by the Association.

H. Fidelity bonds may be required by the Board of Directors from all officers and employees of the Association and from any contractor handling or responsible for the Association funds. The amount of such bonds shall be determined by the Directors, but shall be at least the amount of the total of two (2) monthly assessments against members for common expenses. The premiums on such bonds shall be paid by the Association.

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ARTICLE VII

AMENDMENT

These By-Laws may be amended in the following manner:

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

B. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be by:

(1) Not less than two-thirds (2/3) of the entire membership of the Board of Directors and not less than two-thirds (2/3) of the votes cast at a meeting of the membership of the Association; or

(2) Not less than two-thirds (2/3) of the votes of the entire membership of the Association; or

(3) Until the first election of Directors, by all of the Directors.

C. Proviso. Provided, however, that no amendment shall discriminate against any unit owner nor against any unit or class or group of units unless the unit owners so affected shall consent. No amendment shall be made that is in conflict with the Articles of Incorporation.

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

ARTICLE VIII

PARLIAMENTARY RULES

Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles of Incorporation and these By-Laws of the corporation or with the Statutes of the State of Florida.

ARTICLE IX

PARAMOUNT PROVISIONS

In the event of any irreconcilable conflict between the provisions of these By-Laws and the provisions of the Declaration, the provisions of the Declaration shall govern and control. However, the Declaration and these By-Laws shall, to the extent possible, be read, construed and interpreted so that they are consistent.

The foregoing were adopted as the By-Laws of ABBEY PARK HOMEOWNERS' ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors on the 13th day of December, 1979.

ABBNEY PARK HOMEOWNERS' ASSOCIATION, INC.

\_\_\_\_\_  
ARTHUR M. KLIGLER, President

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LENNARD J. KLIGLER, Secretary

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