

This instrument was prepared by

OF

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 Wednesday in February of each year, for the purpose of electing directors and transacting any other business authorized to be transacted by the members; provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next 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 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 (10) days nor more than sixty (60) days 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 townhouses shall be entitled to cast one vote as the owner or a townhouse unless the decision to be made is elsewhere required to be determined in another manner.

2. If a townhouse is owned by one person his right to vote shall be established by the record title to his townhouse. If any townhouse is owned by more than one person, or is under lease, the person entitled to cast the vote for the townhouse shall be designated by a certificate signed by all of the record owners of the townhouse and filed with the Secretary of the Association. If a townhouse is owned by a corporation, the person entitled to cast the vote for the townhouse 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 townhouse concerned. A certificate designating the person entitled to cast the vote of a townhouse may be revoked by any owner of a townhouse. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum nor 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 Developer of Cherry Lane has completed all of the contemplated improvements and closed the sales of all of the townhouses located at Cherry Lane, or until the Developer 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.

ARTICLE III

BYLAWS

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 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 Developer of Cherry Lane has completed all of the contemplated improvements and closed the sales of all of the townhouses at the Cherry Lane Townhouses, or until the Developer elects to terminate its control of the Association shall vacancies serve, and in the event of vacancies the remaining directors, the vacancies shall be filled by the Developer. The undersigned shall retain sole control of the Association until all of the contemplated improvements have been completed and sales have been closed on fifty (50) percent of the units. The owners of the units shall be entitled to elect one (1) member to the Board of Directors of the Association after fifty (50) percent of the units are sold and closed, and a majority of the Board

when eight (80%) percent of the units are sold. During the period the undersigned has sole control of the Association, it has the sole right to amend this declaration of protective covenants, conditions and restrictions without requirement of the joinder of any townhouse owner. Provided, however, written joinder and consent of all mortgagees of any property in Schedule "B" shall be required. Further, the undersigned shall have veto power on any act of the Board of Directors as long as Developer owns units on any decision of the Board that effects the marketability of any units still owned by the undersigned.

C. The term of each director's service, shall be the calendar 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 organization meeting of a newly-elected Board of Directors shall be held within ten (10) days of their election at such place and times 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 to the day named for such meetings.

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 Directors' 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 members.

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 who shall be elected annually by the Board of Directors and who may be preemptorily removed by vote of the Directors at any meeting. Any person may hold two 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 assigned. 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.

ARTICLE VIFISCAL 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, to 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 expense 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 recreation facility.

B. Budget. The Board of Directors shall adopt a budget for each calendar 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 seventy-five (75%) percent of the votes of the entire membership of the Association; and further provided that until the Developer has completed all of the contemplated improvements and closed the sales of all townhouses at Cherry Lane, or until the Developer elects to terminate its control of the Association, whichever shall first occur, the Board of Directors may omit from the budget all allowances for contingencies and reserves.

(7) Copies of the budget and proposed assessments shall be transmitted to each member on or before December 31, preceding 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 annually in advance on or before December 31, preceding the year for which the assessments are made. Such assessments shall be due in two equal installments on the first days of January and July of the year for which the assessments are made. If an 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 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 the limitations for that year. Any account that does exceed such limitation 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 upon the date of the assessment if made on or after July 1; and if made prior to July 1, one-half of the increase shall be due upon the date of the assessment and the balance of the assessment upon the next July 1. The first assessment shall be determined by the Board of Directors of the Association. Assessments for repair and maintenance of the limited 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 townhouse 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 townhouse owner, and the then unpaid balance of the assessment shall be due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the townhouse owner, or not less than twenty (20) 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 townhouse owners concerned. After such notice and upon approval in writing by persons entitled to cast more than one-half of the votes of the townhouse 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 or savings and loan associations 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 checks 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 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 shall 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 monthly assessments against members for common expenses. The premiums on such bonds shall be paid by the Association.

ARTICLE VII

PARLIAMENTARY RULES

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:

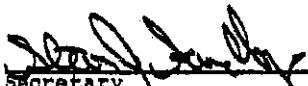
1. Not less than 75 percent (75%) of the entire membership of the Board of Directors and not less than 75 percent (75%) of the votes of the entire membership of the Association; or
2. Not less than 80 percent (80%) of the votes of the entire membership of the Association; or
3. Until the first election of directors, by all of the directors.

C. Proviso. Provided, however, that no amendment shall discriminate against any townhouse owner nor against any townhouse or class or group of townhouses unless the townhouse 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 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.

The foregoing were adopted as the By-Laws of CHERRY LANE 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 3rd day of October, 1979.


President


Secretary

B3160 P1786

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me
this 17th day of October, 1979, by JACK BROLSMA, President,
and Patricia J. Broles, Secretary, of CHERRY LANE
HOMESOWNERS ASSOCIATION, INC., a nonprofit Florida corporation,
on behalf of the corporation.

Raymond DeFoe
Notary Public, State of
Florida at Large

My commission expires:

Notary Public, State of Florida

My Commission Expires August 20, 1982



Record Verified
Palm Beach County, Fla.
John B. Dunkle
Clerk Circuit Court

AFFIDAVIT

STATE OF FLORIDA
COUNTY OF PALM BEACH

Personally appeared before me, the undersigned authority, JACK BROLSMA, who being by me first duly sworn upon oath, deposes and says:

1. Affiant is the President of Jack Brolsma & Associates, Inc., a Florida corporation, the general partner of Cherry Lane Associates, LTD., a Florida limited partnership, the owner of the following described property:

CHERRY LANE, according to the Plat thereof recorded in Plat Book 37, Pages 129 and 130, Public Records of Palm Beach County, Florida.

2. Jack Brolsma & Associates, Inc., is the general partner of Jaclen Associates, LTD, a Florida limited partnership, the developer of Cherry Lane, a planned unit development.

3. Jack Brolsma & Associates, Inc., is the builder (general contractor) of Cherry Lane.

4. On February 1, 1979, Cherry Lane Associates, LTD., executed a mortgage encumbering the above described property to First Marine Bank and Trust Company of the Palm Beaches, recorded in Official Record Book 3003, page 1530, Public Records of Palm Beach County, Florida, to obtain financing for the acquisition and development of the above described property, and the construction of townhouse units thereon.

5. In connection with that financing, a notice of commencement was executed by Cherry Lane Associates, LTD., on February 1, 1979, and recorded on February 8, 1979, in Official Record Book 3005, page 441, Public Records of Palm Beach County, Florida.

6. From February 8, 1979, to March 8, 1979, and from March 9, 1979, to April 19, 1979, the only improvements made to the above described property consisted of, and was limited to, the

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grading, leveling, excavating and filling of that property, and the construction of ditches and drainage facilities thereon.

7. On April 20, 1979, Palm Beach County issued Building Permits Nos. 79-7751 and 79-7752 to Jaclen Associates LTD, and Jack Brosima & Associates, Inc., for the construction of townhouse units on Lots 33, 34, 35 and 36, and Lots 1, 2, 3 and 4 respectively, according to the Plat of Cherry Lane, as above described, which townhouse units were the first townhouse units to be constructed at Cherry Lane.

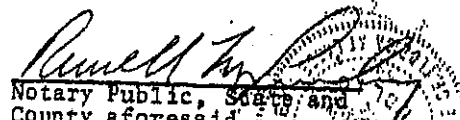
8. No construction of townhouse units at Cherry Lane began prior to April 20, 1979.

Affiant makes this Affidavit as a statement of fact to induce First Federal Savings & Loan Association of the Palm Beaches to make mortgage loans to purchasers of townhouse units at Cherry Lane, and to induce the title insurance company of that lending institution's selection to issue a mortgagee policy of title insurance.

FURTHER AFFIANT SAITH NOT.


JACK BROSLMA

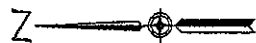
Subscribed and sworn to before me this 28th day of November, 1979.


Notary Public, State and
County aforesaid
My commission expires 10/22/81

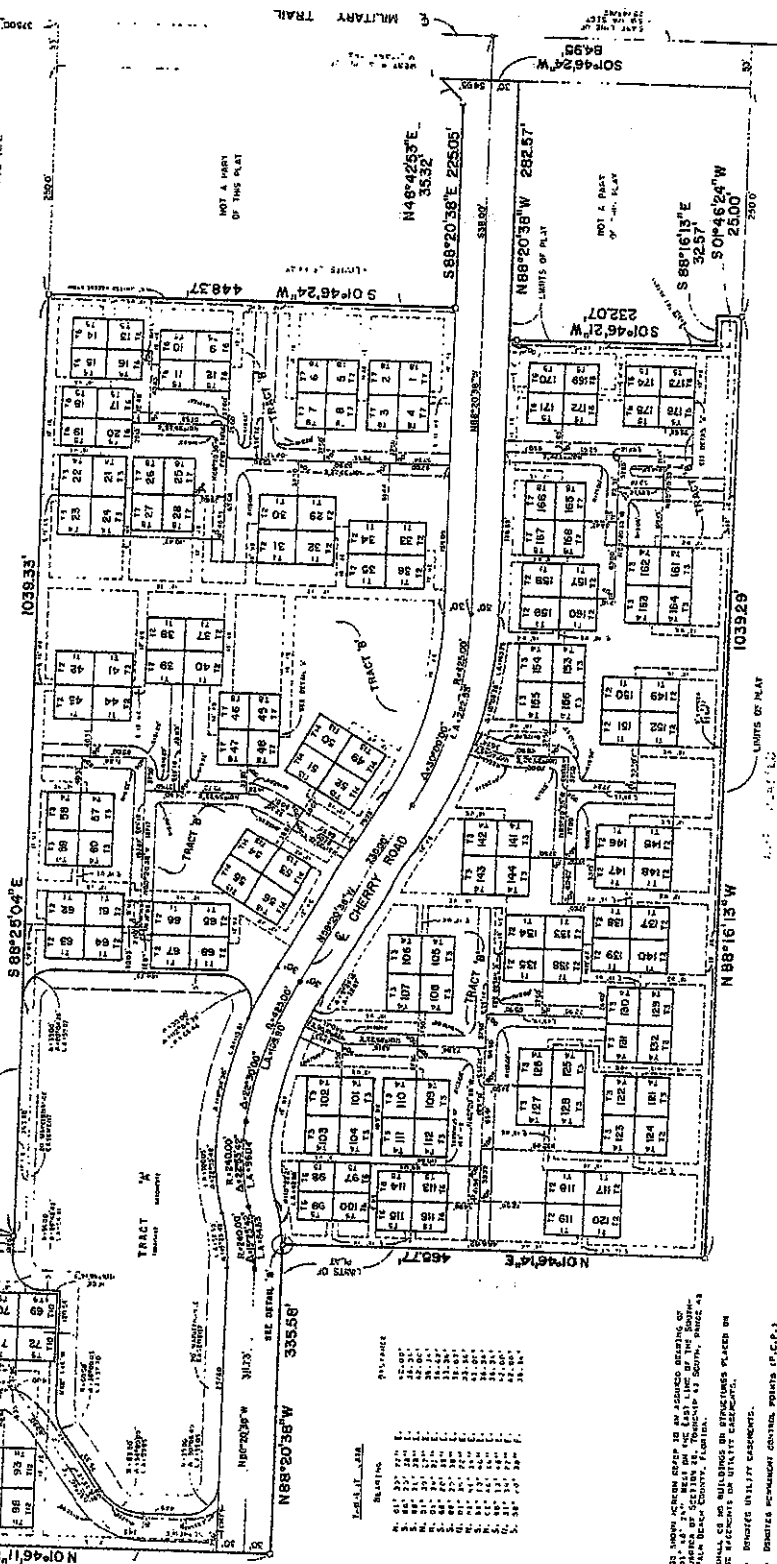
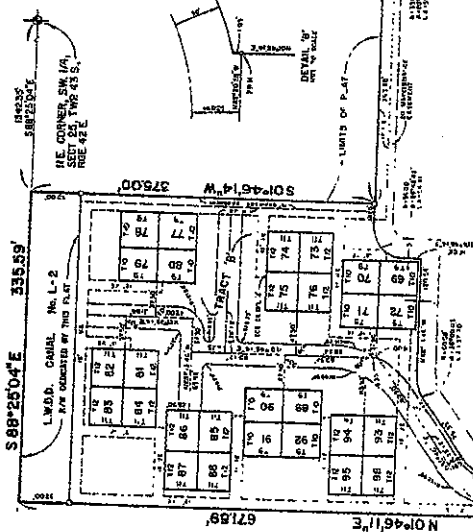
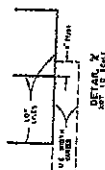
RECORD VERIFIED
PALM BEACH COUNTY, FLA
JOHN B. DUNKLE
CLERK CIRCUIT COURT

031

LYING IN SECTION 25, TOWNSHIP 43 SOUTH, RANGE 42 EAST,
PALM BEACH COUNTY, FLORIDA.



NE CORNER, S W 1/4,
SECT 25, T14P 43 S.,
RGE 42 E.



THIS INSTRUMENT WAS PREPARED BY MARY D. JORDAN, A 1941
OFFICE OF WILLIAM B. WALLACE, INC., 271 BROADWAY, NEW YORK
CITY 108. (MIM-PAL-108)

[illegible]

- [illegible]

AFFIDAVIT

STATE OF FLORIDA)
) SS
 COUNTY OF PALM BEACH)

Before the undersigned authority appeared Craig L. Wallace, a Professional Land Surveyor, Florida Certificate No. 3357, confirming an omission in the wording of the description on the Plat of CHERRY LANE, as recorded in Plat Book 37, Pages 129 and 130, Public Records of Palm Beach County, Florida. The Corrected portion is underscored on the sheet attached hereto and marked "Exhibit A".

This affidavit is made to put on record the correct information for the proper location of the boundary in the past and in the future of the Plat of CHERRY LANE, as recorded in Plat Book 37, Pages 129 and 130, Public Records of Palm Beach County, Florida. Due to the Nature of the omission, no additional survey work is required.

Craig L. Wallace

CRAIG L. WALLACE
 Professional Land Surveyor
 Florida Certificate No. 3357

Sworn and subscribed before me, this
14th Day of September 1979.

Donald J. Williams
 Notary Public

My Commission Expires May 6 1982



This instrument prepared by
 Craig L. Wallace at the office
 of William O. Wallace, Inc.
 Consulting Engineers and Land
 Surveyors, 321 Northlake Blvd.
 North Palm Beach, Florida. 33408



Date: 9-14-79 Book
 Page 17-
 Office: O.L.W. Chd.: O.L.W.

WILLIAM O. WALLACE, INC.
 Consulting Engineers & Land Surveyors
 321 Northlake Blvd., Suite 102, North Palm Beach, Florida

File No. 25-42-42
 Job No.
 Drawing No. 79-034

DEDICATION

KNOW ALL MEN BY THESE PRESENTS that CHERRY LANE ASSOCIATES, LTD., a Partnership of the State of Florida, owner of land shown hereon, being in Section 25, Township 43 South, Range 42 East, Palm Beach County, Florida, shown hereon as PLAT OF CHERRY LANE being more particularly described as follows:

Commencing at the Northeast corner of the Southwest Quarter of said Section 25; thence South $01^{\circ} 46' 24''$ West, along the East line of said Southwest Quarter, a distance of 375.00 feet to a point; thence North $88^{\circ} 25' 04''$ West, along a line 375 feet South of and parallel with the North line of said Southwest Quarter a distance of 303 feet to the Point of Beginning of the hereinafter described parcel; thence South $01^{\circ} 46' 24''$ West, along a line 303 feet West of and parallel with the East line of said Southwest Quarter, a distance of 448.37 feet to a point; thence South $88^{\circ} 20' 38''$ East, along a line 150 feet South of and parallel with the North line of the East half of the Southeast Quarter of the Northeast Quarter of the said Southwest Quarter, a distance of 223.05 feet to a point; thence North $46^{\circ} 42' 53''$ East a distance of 35.32 feet to a point on the Westerly Right-of-Way line of Military Trail (S.R. No. 809), said Right-of-Way line being 53 feet West of and parallel with the East line of said Southwest Quarter; thence South $01^{\circ} 46' 24''$ West, along said Westerly Right-of-Way line of Military Trail, a distance of 84.95 feet to a point; thence North $88^{\circ} 20' 38''$ West, along a line 210 feet South of and parallel with the North line of the East half of the Southeast Quarter of the Northeast Quarter of the said Southwest Quarter, a distance of 282.57 feet to a point; thence South $01^{\circ} 46' 21''$ West, along the West line of the East half of the Southeast Quarter of the Northeast Quarter of said Southwest Quarter, a distance of 232.07 feet to a point; thence South $88^{\circ} 16' 13''$ East, along a line 231.25 feet North of and parallel with the South line of the Northeast Quarter of the said Southwest Quarter, a distance of 32.57 feet to a point; thence South $01^{\circ} 46' 24''$ West, along a line 303 feet West of and parallel with the East line of said Southwest Quarter, a distance of 25.00 feet to a point; thence North $88^{\circ} 16' 13''$ West, along the North line of the South 206.25 feet as measured at right angles, of the Northeast Quarter of the said Southwest Quarter, a distance of 1039.29 feet to a point; thence North $01^{\circ} 46' 14''$ East, along the West line of the Northeast Quarter of the said Southwest Quarter, a distance of 465.77 feet to a point; thence North $88^{\circ} 20' 38''$ West, along the South line of the East half of the Northeast Quarter of the Northwest Quarter of said Southwest Quarter, a distance of 335.58 feet to a point; thence North $01^{\circ} 46' 11''$ East, along the West line of said East half of the Northeast Quarter of the Northwest Quarter of said Southwest Quarter, a distance of 671.59 feet to a point; thence South $88^{\circ} 25' 04''$ East, along the North line of said Southwest Quarter, a distance of 335.59 feet to the Northeast corner of the Northwest Quarter of said Southwest Quarter; thence South $01^{\circ} 46' 14''$ West, along the East line of the Northwest Quarter of said Southwest Quarter, a distance of 375.00 feet to a point; thence South $88^{\circ} 25' 04''$ East, along a line 375.00 feet South of and parallel with the North line of said Southwest Quarter, a distance of 1039.33 feet to the Point of Beginning.

Containing 23.585 acres, more or less.

This instrument prepared by:

Craig L. Wallace
William G. Wallace, Inc.
Consulting Engineers and
Land Surveyors
321 Northlake Boulevard
North Palm Beach, Florida 33408

I HEREBY CERTIFY that the above
corrections are accurate to the
best of my knowledge and belief.

Craig L. Wallace

Craig L. Wallace
Professional Land Surveyor
Florida Certificate No. 3337



Record Verified
Palm Beach County, Fla.
John B. Dunkle
Clerk Circuit Court

Date: 8-14-79 Scale:
Field: 1" =
Office: C.L.W. Chd. C.L.W.

WILLIAM G. WALLACE, INC.
Consulting Engineers & Land Surveyors
321 Northlake Blvd., Suite 403, North Palm Beach, Florida

File No. 25-45-42
Job No.
Drawing No. 72-688

SHEET 2 of 2

MAR-06-1995 8:37am 95-067246

ORB 8643 Pg 1621

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PALM BEACH COUNTY
PLANNING, ZONING & BUILDING DEPARTMENT
BUILDING DIVISION

PALM BEACH COUNTY REMOVAL
AGREEMENT

FEB 24 89 5004440

DATE _____
FR# _____

WHEREAS, CHERRY LANE HOME OWNERS ASSO.

(hereinafter referred to

as "Owner(s)") are desirous of constructing or installing a 6' HIGH CROWN
LINK FENCE WITH BARB WIRE in a portion of the UTILITY easement on

my property, the legal description of this property being Lot _____

Block _____ Subdivision _____ or Meets & Bounds

PLAT OF CHERRY LANE, LYING IN SECTION 25, TOWNSHIP 43 SOUTH, RANGE 42 EAST OF PALM BEACH
COUNTY, PLAT BOOK 37, PAGES 129 THRU 130.

WHEREAS, the Owners do covenant that they are the fee simple owners
of the property; and

WHEREAS, the above is to be erected for the use and enjoyment or
proper functioning of the property and special aesthetics; and

NOW, THEREFORE, in consideration of Palm Beach County ("County")
not immediately enforcing its rights or the rights of any others, now
existing or which may in the future exist, against the Owners or the
property, the Owners hereby agree with the County to remove at no
expense to the County, the Easement holders, or the beneficiaries of the
Easement, the above described improvement from the property, within
thirty (30) days of written notice addressed to them or their successors
in interest, at ADDRESS 4614 CHERRY RD., W. P.B., FL (DIRECTORS HOME) notifying
them that said improvement is inconsistent with the use of the Easement.
It is agreed by the Owners that the improvement shall be as depicted on
Exhibit "A" and filed with Palm Beach County Planning, Zoning and
Building Department, and that no other construction shall be in effect
in said Easement. It is agreed by the parties, hereto, that this
Declaration will be recorded at the Owners expense in the Official
Records of Palm Beach County, Florida and that this Declaration shall be
a covenant running with the land and be binding upon the heirs, personal
representatives, grantees, assigns and successors in interest of the
Owners.

Owners shall immediately remove the improvement permitted herein in
the event that the County or Owners, or both, are challenged with
respect to the County's authority to authorize the placement of said
improvement in the Easement or a claim of damages is made as a result of

ORE 8643 P= 1622
DOROTHY H. WILKEN, CLERK PB COUNTY, FL

the placement of said improvement in the Easement. In the event that County and/or Owners are challenged with respect to the placement of said improvement in the Easement, or a claim for damages is made as a result of the placement of said improvement in the Easement, Owners shall indemnify, defend, and save the County harmless against and from said challenge.

Upon the vacation, abandonment or discontinuance of the Easement, this Declaration shall immediately and automatically terminate and be of no further force and effect.

SIGNED, SEALED, EXECUTED AND ACKNOWLEDGED on this 7th day of FEBRUARY, 1995.

WITNESS:

Sune A. Gashin
Sune A. Gashin

Robert J. Ferguson
Robert J. Ferguson

Betty J. Chickey Dir
Owners Signature Betty J. Chickey

John C. Holmes Dir
Owners Signature John C. Holmes

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this FEBRUARY 7th, 1995
Date

by BETTY J. CHICKEY, DIRECTOR
by JOHN C. HOLMES, DIRECTOR, who is personally known to me or who has
Name of Person Acknowledging

produced _____ as identification and who did/did not take an oath.
Type of I.D.

SEAL

John W. Sprinkel
(Signature of person taking
acknowledgement)

(Name of officer taking
acknowledgement typed, printed or stamped)

JOHN W. SPRINKEL
(Title or Name of Officer of Florida
My Commission Expires FEB 20, 1995
COM# 0008663)

(Serial number, if any)



Palm Beach County
Planning, Zoning & Building Department
Permit Center

Building Division
Removal Agreement For Building
Division

AUG-04-1995 8:27am 95-245978
ORB 8862 Ps 47

DATE _____
PR# 15.21393

WHEREAS, CHERRY LANE HANDMADE ASSOCIATES (hereinafter referred to as "Owner(s)") are desirous of
constructing or installing a 6' HIGH CHAIN LINK FENCE in a portion of the UTILITY easement on my
property, the legal description of this property being Lot _____ Block _____
Subdivision _____

or Meets & Bounds PLAT OF CHERRY LANE LYING IN SECTION 25, TOWNSHIP 43 SOUTH,
RANGE 42 EAST, PALM BEACH COUNTY, PLAT BOOK 37, PAGES 129 THRU 130

WHEREAS, the Owners do covenant that they are the fee simple owners of the property; and

WHEREAS, the above is to be erected for the use and enjoyment or proper functioning of the property and
special aesthetics; and

NOW, THEREFORE, in consideration of Palm Beach County ("County") not immediately enforcing its rights
or the rights of any others, now existing or which may in the future exist, against the Owners or the property, the
Owners hereby agree with the County to remove at no expense to the County, the Easement holders, or the bene-
ficiaries of the Easement, the above described improvement from the property, within thirty (30) days of written notice
addressed to them or their successors in interest, at ADDRESS 4614 CHERRY ROAD, W. PALM BEACH, FL 33417
notifying them that said improvement is inconsistent with the use of the Easement. It is agreed by the owners that the
improvement shall be as depicted on Exhibit "A" and filed with Palm Beach County Planning, Zoning and Building
Department, and that no other construction shall be in effect in said Easement. It is agreed by the parties, hereto,
that this Declaration will be recorded at the Owners expense in the official Records of Palm Beach County, Florida and
that this Declaration shall be a covenant running with the land and be binding upon the heirs, personal representatives,
grantees, assigns and successors in interest of the Owners.

Owners shall immediately remove the improvement permitted herein in the event that the County or Owners,
or both, are challenged with respect to the County's authority to authorize the placement of said improvement in the
Easement or a claim of damages is made as a result of the placement of said improvement in the Easement. In the
event that County and/or Owners are challenged with respect to the placement of said improvement in the Easement,
or a claim for damages is made as a result of the placement of said improvement in the Easement, Owners shall
indemnify, defend, and save the County harmless against and from said challenge.

Upon the vacation, abandonment or discontinuance of the Easement, this Declaration shall immediately and
automatically terminate and be of no further force and effect.

SIGNED, SEALED, EXECUTED AND ACKNOWLEDGED on this EIGHTH day of JUNE, 1995.

WITNESS:

DOROTHY H. WILKEN, CLERK PS COUNTY, FL

Carol St. John
James J. O'Garra
Betty J. Chickley Director
Owners Signature

Owners Signature

BETTY J. CHICKLEY, DIRECTOR
Print Name

Print Name

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this date
6-8-95 by (Name of Person Acknowledging) FLORIAN
DR. LIC., who is personally known to me or
who has produced Type of I.D. BETTY J. CHICKLEY as identifi-
cation and who did/did not take an oath.

John W. Sprinkel
(Signature of person taking acknowledgment)



JOHN W. SPRINKEL
COMMISSION # CC 437788
EXPIRES FEB 20, 1999
BONDED THRU
ATLANTIC BONDING CO., INC.

SEAL

(Name of officer taking acknowledgment typed, printed or stamped)

(Title or rank)

(Serial number, if any)

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this date
_____ by (Name of Person Acknowledging) _____
_____, who is personally known to me or
who has produced Type of I.D. _____ as identifi-
cation and who did/did not take an oath.

(Signature of person taking acknowledgment)

SEAL

(Name of officer taking acknowledgment typed, printed or stamped)

(Title or rank)

(Serial number, if any)

RETURN COPIES TO:

NAME Cherry Lane Homeowners Assoc.
ADDRESS 4614 Cherry Road
CITY West Palm Beach STATE FL ZIP 33411

B3160 P1748

State of Florida

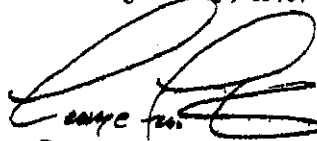


Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of CHERRY LANE HOMEOWNER'S ASSOCIATION, INC., a corporation not for profit organized under the Laws of the State of Florida, filed on July 3, 1979, as shown by the records of this office.

The charter number for this corporation is 747943.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 6th day of July, 1979.



Secretary of State



CHS 101
18-79

319 OCT 24 PM 3:57 79 187743

31.00
W.C.

FILED

JUL 3 5 15 PM '79

CLERK OF COURT
TALLAHASSEE, FLORIDAARTICLES OF INCORPORATIONOFCHERRY LANE HOMEOWNER'S ASSOCIATION, INC.(A Corporation Not for Profit Under the
Laws of the State of Florida)

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

ARTICLE I

All terms used herein which are defined in the Declaration of Covenants, Conditions and Restrictions of CHERRY LANE shall be used herein with the same meanings as defined in said Declaration.

ARTICLE II

Name

The name of the corporation shall be the CHERRY LANE HOMEOWNER'S ASSOCIATION, INC., hereinafter referred to as the "Association".

ARTICLE III

Purpose

a. The purpose for which the Association is organized is to provide an entity to own, operate, maintain, preserve and improve, all without profit, the common area of Cherry Lane, and to promote the health, safety, and social welfare of all of the members of the Association.

b. The Association shall make no distributions of income to its members, directors or officers.

ARTICLE IV

Powers

The general powers that the Association shall have are as follows:

a. To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration of Covenants, Conditions and Restrictions of CHERRY LANE, as it may be amended from time to time, hereinafter called the "Declaration", and all of the powers and duties reasonably necessary to manage and operate the common areas pursuant to the Declaration, including, but not limited to the following:

(1) To fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration.

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

(3) To maintain, repair, replace and operate property of the Association.

(4) To reconstruct improvements after casualty.

(5) To purchase and provide insurance pursuant to the terms of the Declaration.

(6) To make and amend reasonable regulations regarding the use of the common areas.

(7) To contract for the management and maintenance of the Association's property.

(8) To employ personnel to perform the services required for the proper operation of the Association's property.

b. In general, to have all powers conferred upon a corporation not for profit by the laws of the State of Florida, except as prohibited herein.

ARTICLE V

Members

The members of the Association shall consist of all of the record fee simple owners of townhouse lots at CHERRY LANE. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Change of membership in the Association shall be established by recording in the Public Records of Palm Beach County, Florida, a deed or other instrument establishing a record fee simple title to a townhouse lot in CHERRY LANE. Membership shall be appurtenant to and may not be separated from ownership of any townhouse lot.

ARTICLE VI

Directors

a. The affairs of the Association shall be managed by a board of directors, consisting of not less than three (3) nor more than five (5) directors. Except for the initial members of the board, all directors shall be members of the Association.

b. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the By-Laws. Directors may be removed and vacancies on the board of directors shall be filled in the manner provided by

the By-Laws.

c. The Developer, Cherry Lane Associates, Ltd., a Florida limited partnership, has the right to appoint, remove and/or replace any or all of the members of the Board of Directors until such time as 80% of the townhouse lots in Cherry Lane are sold and closed. However, after 50% of the townhouse lots are sold and closed, the owners of units other than the Developer shall be entitled to elect one member of the Board of Directors. The directors named in these Articles shall serve until removed by the Developer, and any vacancies in their number shall be filled by the Developer.

d. The names and addresses of the members of the first board of directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

JACK BROLSMA	129 East Ilax Drive Lake Park, Florida 33403
W. JACK HOSKINSON	3614 Catalina Road Lake Park, Florida 33410
STEVEN SANDBERG	2224 Embassy Drive West Palm Beach, Florida 33401

ARTICLE VII

Officers

The affairs of the Association will be administered by the officers of the Association which shall be a President, a Vice President, a Secretary and Treasurer, and such other officers as the board may from time to time create. Any two or more offices may be held by the same person. Officers shall be elected by the board of directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the board of directors. The names and addresses of the officers who shall serve until their successors are designated by the board of directors are

as follows:

President	JACK BROLSMA 129 East Illex Drive Lake Park, Florida 33403
Vice President	W. JACK HOSKINSON 3614 Catalina Road Lake Park, Florida 33410
Secretary	STEVEN SANDBERG 2224 Embassy Drive West Palm Beach, Florida 33401
Treasurer	JACK BROLSMA

ARTICLE VIII

Indemnification

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except when the director or officer admits or is adjudged guilty of gross negligence or wilfull misconduct in the performance of his duties; provided the board of directors shall first determine whether such director or officer acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association, and (2) whether amounts for which a director or officer seeks indemnification were properly incurred.

ARTICLE IX

Corporate Existence

The Association shall have perpetual existence.

ARTICLE X

By-Laws

The board of directors shall adopt By-Laws consistent with these Articles. The By-Laws may be altered, amended or repealed in the manner provided by the By-Laws.

ARTICLE XI

Amendment of Articles of Incorporation

A resolution for the adoption of a proposed amendment to the Articles of Incorporation may be proposed by either the board of directors or the members of the Association. 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. Adoption of a proposed amendment shall require the assent of the entire membership of the board of directors or the assent of eighty percent (80%) of the vote of the entire membership of the Association.

ARTICLE XII

Subscribers

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

JACK BROLSMA
129 East Ilex Drive
Lake Park, Florida 33403

W. JACK HOSKINSON
3614 Catalina Road
Lake Park, Florida 33410

STEVEN SANDBERG
2224 Embassy Drive
West Palm Beach, Florida 33401

ARTICLE XIII

Officers or Directors Interested in Transactions

No contract or transaction between the Association and one or more of its directors or officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the board which authorized the contract or transaction, or solely because his or their votes are counted for such purpose. No director or officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction. Interested directors may be counted in determining the presence of a quorum at a meeting of the board of directors or the committee which authorized the contract or transaction.

ARTICLE XIV

Registered Agent and Office

The initial registered office of the corporation shall be located at 1501 Presidential Way, West Palm Beach, Florida 33401. The initial registered agent at said address shall be JACK BROLSMA.

ARTICLE XV

Limited Common Area

The Association, as the owner of the common area of CHERRY LANE, shall have the right to designate certain portions of the common area as parking spaces. The Association may then assign the exclusive use of such parking spaces to a certain townhome lot and the owner or owners of such townhome lot shall

B3160 P1756

be entitled to the exclusive use of said parking spaces. The Association shall maintain a record of such assignment.

IN WITNESS WHEREOF, the Incorporators have affixed their signatures this 22 day of June, 1979.

[Signature]
JACK BROLSMA

[Signature]
W. JACK HOSKINSON

[Signature]
STEVEN SANDBERG

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 22nd day of June, 1979, by JACK BROLSMA.

[Signature]
Notary Public, State and
County aforesaid

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires August 20, 1981

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 22nd day of June, 1979, by W. JACK HOSKINSON.

[Signature]
Notary Public, State and
County aforesaid

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires August 20, 1981

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 22nd day of June, 1979, by STEVEN SANDBERG.

[Signature]
Notary Public, State and
County aforesaid

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires August 20, 1981

B3160 P1757

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

FILED
JUN 15 1979
CLERK OF COURT
PALM BEACH COUNTY, FLA.

In pursuance of Chapter 48.091, Florida Statutes, the following
is submitted, in compliance with said Act.

That CHERRY LANE HOMEOWNER'S ASSOCIATION, INC., a
corporation not for profit, desiring to organize under the laws
of the State of Florida, has named JACK BROLSMA, located at
1501 Presidential Way, West Palm Beach, Florida 33401, as its
Agent to accept service of process within this State.

ACKNOWLEDGMENT:

Having been named to accept service of process for the
above stated corporation, at the place designated in this
certificate, I hereby accept to act in this capacity, and agree
to comply with the provisions of said Act relative to keeping
oath in said office.


Registered Agent

ARTICLES OF INCORPORATION OF
CHERRY LANE HOMEOWNER'S ASSOCIATION, INC.
(A Corporation Not for Profit Under the Laws of the State of Florida)

ARTICLE I

All terms used herein which are defined in the Declaration of Covenants, Conditions and Restrictions of CHERRY LANE shall be used herein with the same meanings as defined in said Declaration..

ARTICLE II

Name

The name of the corporation shall be the CHERRY LANE HOMEOWNER'S ASSOCIATION, INC., hereinafter referred to as the "Association".

ARTICLE III

Purpose

- a. The purpose for which the Association is organized is to provide an entity to own, operate, maintain, preserve and improve, all without profit, the common area of Cherry Lane, and to promote the health, safety, and social welfare of all of the members of the Association.
- b. The Association shall make no distributions of income to its members, directors or officers.

ARTICLE IV

Powers

The general powers that the Association shall have are as follows:

- a. To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration of Covenants, Conditions and Restrictions of CHERRY LANE, as it may be amended from time to time, hereinafter called the "Declaration". The Articles of Incorporation, Bylaws, Rules and Regulations (Documents) and all of the powers and duties reasonably necessary to manage and operate the common areas pursuant to the Documents, including but not limited to the following:
 - (1) To fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration.
 - (2) To use the proceeds of assessments in the exercise of its powers and duties.
 - (3) To maintain, repair, replace and operate property of the Association.
 - (4) To reconstruct improvements after casualty.
 - (5) To purchase and provide insurance pursuant to the terms of the Declaration.
 - (6) To make and amend reasonable rules and regulations regarding the use of the Association Property, including the common areas and townhouse units.
 - (7) To contract for the management and maintenance of the Association's property.

Ret. Cherry Lane Homeowners Assoc.
4351 Cherry Road
W.P.B. #1 33417

(8) To employ personnel to perform the services required for the proper operation of the Association's property.

b. In general, to have all powers conferred upon a corporation not for profit by the laws of the State of Florida, except as prohibited herein.

ARTICLE V

Members

The members of the Association shall consist of all of the record fee simple owners of townhouse lots at CHERRY LANE. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Change of membership in the Association shall be established by recording in the Public Records of Palm Beach County, Florida, a deed or other instrument establishing a record fee simple title to a townhouse lot in CHERRY LANE. Membership shall be appurtenant to and may not be separated from ownership of any townhouse lot.

ARTICLE VI

Directors

a. The affairs of the Association shall be managed by a Board of Directors, consisting of seven (7) directors. All directors shall be members of the Association.

b. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the Bylaws. Directors may be removed and vacancies on the board of directors shall be filled in the manner provided by the Bylaws.

ARTICLE VII

Officers

The affairs of the Association will be administered by the officers of the Association which shall be a President, a Vice President, a Secretary, a Treasurer and such other officers as the board may from time to time create. Any two or more offices cannot be held by the same person. Officers shall be elected by the board of directors at its organizational meeting, which is the first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the board of directors.

ARTICLE VIII

Indemnification

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

admits or is adjudged guilty of gross negligence or willful misconduct in the performance of his duties; provided the board of directors shall first determine whether such director or officer acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association, and (2) whether amounts for which a director or officer seeks indemnification were properly incurred.

ARTICLE IX

Corporate Existence

The Association shall have perpetual existence.

ARTICLE X

Bylaws

The board of directors shall adopt Bylaws consistent with these Articles. The Bylaws may be altered, amended or repealed in the manner provided by the Bylaws.

ARTICLE XI

Amendment of Articles of Incorporation

A resolution for the adoption of a proposed amendment to the Articles of Incorporation may be proposed by either the board of directors or by twenty-five percent (25%) of the voting members of the Association. 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. Adoption of a proposed amendment shall require the assent of the board of directors and the assent of fifty percent plus one (50% plus 1) of the vote of the entire membership of the Association.

ARTICLE XII

Registered Agent and Office

The registered agent and office shall be the Association's attorney of record or that person determined by the Association Board of Directors.

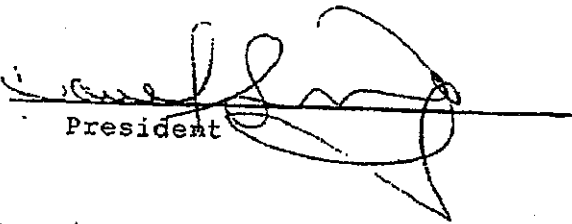
ARTICLE XIII

Parking Area

The Association, as the owner of the common area of CHERRY-LANE, shall have the right to designate certain portions of the common area as parking spaces. The Association may then assign the exclusive use of such parking spaces. The association shall maintain a record of such assignments.

QRB 9527 Pg 1827
DOROTHY H. WILKEN, CLERK PB COUNTY, FL

The foregoing were adopted as the Amended and Restated
ARTICLES OF INCORPORATION of Cherry Lane Homeowner's Association
Inc., a Corporation not for profit under the laws of the State
of Florida., by a more than two thirds mail vote of the entire
Association membership.

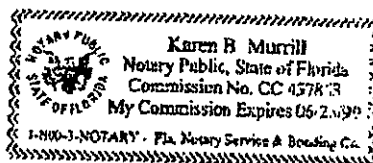

President

Dorothea M. Olson-DeHn
Secretary

The foregoing instrument was acknowledged before me the
10th day of November 1996 by David Spring & Dorothea DeHn
personally known to me to be the persons described in the
foregoing instrument as the President and the Secretary of Cherry
Lane Homeowners Association Inc., a nonprofit Florida Corporation
on behalf of the corporation

Witness my hand and official seal this 10th day of November
1996.

Karen B. Merrill
Notary Public, State of Florida



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

Identity

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 and an impression.

Members' Meetings

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 thirty-five (35) members entitled to cast votes.

C. Notice of all members' meetings stating the time and place and the purpose for which the meeting is called shall be given by the Secretary unless waived in writing by all of the members. Such notice shall be in writing to each member at his address as it last appears on the books of the Association and shall be mailed not less than ten (10) days nor more than thirty (30) days prior to the date of the meeting. Proof of such mailing shall be given by the Secretary by affidavit.

D. A quorum at members' meetings shall consist of persons entitled to cast fifty percent plus one (50% plus 1) of the votes of the entire membership in attendance, in person or by proxy. The acts approved by a majority of the votes at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a lesser or greater number of members is required by the Articles of Incorporation, these Bylaws or the Declaration of Covenants.

E. Voting

1. In any meeting of members the owners of any townhouse unit shall be entitled to cast one vote for the townhouse unit.

2. If a townhouse is owned by one person, his right to vote shall be established by the record title to his townhouse. If any townhouse is owned by more than one person, the owner entitled to cast the vote for the townhouse shall be as the townhouse owners themselves determine. If a townhouse is owned by a corporation, the person entitled to cast the vote for the townhouse 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 certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the townhouse concerned. If such a certificate is not filed, the vote of such corporate owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

F. Proxies. Votes may be cast in person or by limited proxy. A general proxy may only be used to establish a quorum. 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 any adjournment of that meeting and must be filed with the Secretary before the appointed time of the meeting or any adjournment of the meeting.

G. Adjourned Meetings. If a meeting of the members does not have a quorum, 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.

ARTICLE III

Directors

- A. The affairs of the Association shall be managed by a Board of seven (7) Directors. All Directors must be members of the Association. There shall be no more than one (1) member elected to the Board from a Townhouse unit.
- B. Election of Directors shall be conducted in the following manner:
1. Election of Directors shall be held at the annual members' meeting.
 2. The Association must form a Nominating Committee of five (5) members appointed by the Board of Directors, not less than thirty (30) days prior to the annual members' meeting. The Committee shall nominate as many members as it shall determine, but must nominate at least one (1) member for each Board vacancy to be filled. Nominations shall also be made from the floor at the annual meeting.
 3. The election shall be by a plurality of the votes cast. Members may vote in person or by proxy. There shall be no cumulative voting. There shall be no secret ballots.
 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 fifty percent plus one (50% plus 1) of the votes of the entire membership at a special meeting of the members called for that purpose by written request from thirty-five (35) members entitled to cast votes or by the majority of the Board of Directors. A vacancy created in the Board of Directors shall be filled by the members of the Association at the same meeting.
- C. Staggered terms. The Directors elected by the members shall have terms of two (2) years which shall be staggered terms commencing with the annual meeting and election of Directors in 1997. To accomplish the staggered terms, the following election procedures shall apply to the election of seven (7) Directors at the 1997 annual meeting. The three Directors receiving the highest number of votes shall be elected for a two (2) year term. The four remaining Directors elected shall be elected for a one (1) year term. All Directors elected after the 1997 annual meeting shall be elected for two (2) year terms.
- 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. No further notice of the organizational meeting shall be required.
- 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 posted on common property to the Association members and shall be given to each Director personally, by mail, telephone or telegraph, at least three (3) days prior to the day named for such meetings.

F. Special meetings of the Directors may be called by the President or by written request from four of the Directors, and must be called by the Secretary. Not less than three (3) days notice of the meeting shall be given to each Director, personally, 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. A Director who attends a Board meeting shall have waived notice as to that Board meeting.

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 Declaration of Covenants, the Articles of Incorporation, or these Bylaws. For the purpose of voting, each Director has one (1) vote only and in no circumstances is this vote transferable to any other Director, by proxy or any other means.

I. Adjourned meetings. If at any meeting of the Board of Directors there is 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. The presiding Officer at Directors' meetings shall be the President of the Board. In the absence of the President, the Vice-President will be the presiding Officer. In the absence of both President and Vice-President, the Directors present shall designate one of them to preside at the Directors' meeting.

K. The order of business at Directors' meetings shall be as determined by the Board, which order may be as follows:

1. Calling of roll.
2. Proof of notice of the meeting.
3. Reading and disposal of any unapproved Minutes.
4. Report of Officers and Committees.
5. Election of Officers (only when required).
6. Unfinished business.
7. New business.
8. Adjournment.

Association members must address their particular problems to the Secretary, in writing, to be included in the meeting order of business.

L. All Directors are performing their Board duties as volunteers and can receive no salary or fees, but may be reimbursed for Association expenses that are approved by the Board.

M. Association documents and mail. All mail received at the Association address and any document, letter, quotation, invoice, delivered to any Director in the name of the Cherry Lane Homeowners Association, is the property of the Cherry Lane Homeowners Association. Not later than thirty (30) days after the organizational

Board meeting, all Association documents must be transferred to the newly elected Secretary and Treasurer and a signed release must be on record. Upon refusal of a retiring or removed Director to turn over all original corporate records, the Association, through its Board of Directors will request an order from the Palm Beach County Circuit Court. All Attorneys' fees and costs will be assessed and paid in thirty (30) days by the retired or removed Director.

ARTICLE IV

The Board of Directors

All of the powers and duties of the Association existing under the Articles of Incorporation, the Declaration, Rules and Regulations, and these Bylaws 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, a Vice-President, a Treasurer, an Assistant Treasurer, a Secretary, an Assistant Secretary and one (1) Alternate, who all shall be a Director. All Executive Officers shall be elected annually by the Board of Directors, at the organizational meeting. Any Officer may not hold two or more offices. Any officer deemed not fit for a particular office may be removed from his office by a majority of the Directors at any meeting. 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.
- 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 Board of Directors.
- D. The Secretary shall keep detailed Minutes of all proceedings of the Association. 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 assigned. He shall keep all original 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 assist the Secretary in his duties and perform the duties of the Secretary in the absence or disability of the Secretary.
- E. The Treasurer shall have the custody of all other 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. He shall verify

that any contractor or Association employee is at all times in full compliance with the Local, State and Federal laws, and protect the interests of the Association accordingly. He shall keep all contractual legal document originals. The Assistant Treasurer shall assist the Treasurer with accounts payable and perform the duties of the Treasurer in the absence or disability of the Treasurer.

F. The Alternate shall assist the Board of Directors in all of its duties or as determined by the Board and shall inspect the site regularly, during day time and night time and report to the Board of Directors any problems that will need correction.

G. The compensation of all employees of the Association shall be fixed by the Board of Directors. Any Director may not be an employee of the Association.

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, to 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. This reserve shall include funds for the repair, replacement and maintenance of roofs, shakes and asphalt coating as a minimum.

(3) General reserve, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence not already budgeted under current expenses, funds for payment of emergency items that cannot be funded by the current expenses budget. The general reserve can be used to cover expenses when funds are not available in the general operating account, but in this case only, this account must be reimbursed as soon as the operating account will permit, but not later than the end of the fiscal year.

(4) Betterments, which shall include the funds to be used for capital expenditures for new improvements to the common property, provided however that in the expenditure of this fund no sum in excess of \$2,000, or the amount corresponding to one owner's yearly assessment, whichever is greater, shall be expended for a single item or for a single purpose without approval of the members of the Association.

B. Budget. The Board of Directors shall adopt a budget for each calendar 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:

E. Assessment for emergencies. Assessments for common expenses of emergencies that cannot be paid from the annual assessment for common expense shall be made only after notice of the need for such expenditures is given to the townhouse owners concerned. After such notice and upon approval in writing by persons entitled to cast more than one-half of the votes of the townhouse owners concerned, the assessment shall become effective and shall be due after thirty (30) days notice in such manner as the Board of Directors may require in the notice of assessment. Emergency assessment is defined as funds required to respond to an emergency declared by a governmental body or a major problem arising between a limited amount of owners and not covered by the normal budget expenditures.

F. The depository of the Association shall be such bank or banks and/or such savings and loan association with FDIC insurance, 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 checks signed by such persons as are authorized by the Directors.

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 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 shall be required by the Board of Directors for all officers of the Association. The premium on such bonds shall be paid by the Association. Fidelity Bonds shall be required by the Board of Directors from any contractor handling or responsible for the Association funds. The premium of this bond shall be paid by the contractor. The amount of such bonds shall be in accordance with Section 12G of the Declaration.

ARTICLE VII

Parliamentary Rules

These Bylaws may be amended in the following manner:

A. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is 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 a majority of the entire membership of the Board of Directors and not less than a majority, fifty percent plus one (50% plus 1) of the votes of the entire membership of the Association; or
2. Not less than seventy (70) votes of the entire membership of the Association.

(1) Current expenses. The estimated current expenses balance per Article VI-A-(1) must be shown on this budget section. Detail accounts should not be limited to accounting, insurance, office, postage, corporate filing, taxes, meetings expenses, FPL expenses, waste management, cable TV, lawn maintenance, pest control, sprinkler system, lake maintenance, legal advice expenses, recreational facilities, courts/parking maintenance, underground utilities, above ground building maintenance, common area security, landscaping, miscellaneous.

(2) Reserve for deferred maintenance. This section must detail the roof/shakes reserve, the asphalt coating reserve and any other reserve account approved by the Association or required by the State of Florida.

(3) General reserves.

(4) Betterments shall specify detailed expenses of the proposed betterments.

(5) Operation, the amount of which may be to provide a working fund or to meet losses, bad debts and unrecovered legal expenses.

(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 fifty percent plus one (50% plus 1) of the votes of the membership of the Association, casting votes in person or by proxy at a duly called meeting of the membership.

(7) Copies of the budget and proposed assessments shall be transmitted to each member with the annual meeting notification. 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 share of the items of the budget shall be made for the calendar year, annually, in advance. Such assessments shall be due in equal installments. The assessment is due the first day of each month. Any paid assessment will be credited against the first due amounts as shown on the owner's account, regardless of the date of the due amount or the date the payment is made. The Board of Directors is allowed to assess late payment fees and bad check fees, in addition to the assessment, interest, attorneys' fees and costs at the highest rate allowed by law, provided that these fees are approved by the association board of directors. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended per Article VI-B-6. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made, shall be due upon the date as determined by the Association, at the time the increase is approved.

D. Acceleration of assessment installments upon default. If a townhouse owner shall be in default. If a townhouse 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 townhouse owner, and the then unpaid balance of the assessment shall be due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the townhouse owner, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

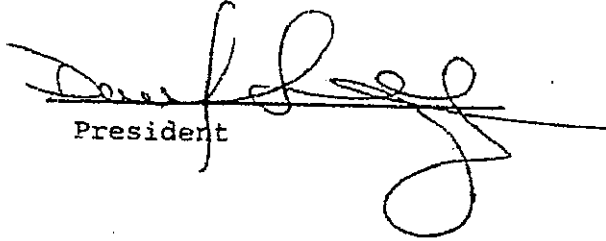
C. Proviso. Provided, however, that no amendment shall discriminate against any townhouse owner nor against any townhouse or class or group of townhouses unless the townhouse owners so affected shall consent. No amendment shall be made that is in conflict with the Articles of Incorporation.

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 Bylaws, which certificate shall be executed by the Officers of the Association with 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.

ORB 5527 Pg 1837

DOROTHY H. WILKEN, CLERK PB COUNTY, FL

The foregoing were adopted as the Amended and Restated
BY LAWS of Cherry Lane Homeowners Association, Inc., a
Corporation not for profit under the laws of the State of
Florida., by a more than two thirds mail vote of the entire
Association membership.

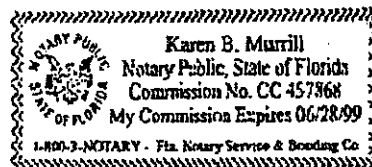

President

Dorothea M. Olson-Dettm
Secretary

The foregoing instrument was acknowledged before me this
10th day of November 1996 by David Spring and Dorothea Olson
personally known to me to be the persons described in the
foregoing instrument as the President and the Secretary of Cherry
Lane Homeowners Association Inc., a nonprofit Florida Corporation
on behalf of the corporation

Witness my hand and official seal this 10th day of November
_____ 1996.


Notary Public, State of Florida



SEP-15-1995 8:45am 95-297167

ORE 8919 1365

AMENDED AND RESTATED RULES AND REGULATIONS FOR CHERRY LANE
(A Townhome Community, according to the Plat thereof
as recorded in Plat Book 37, Page 129, of the
Public Records of Palm Beach County, Florida)

We, the undersigned, as President and Secretary of Cherry Lane Homeowners Association, Inc., a Florida not for profit corporation (the "Association"), hereby acknowledge adoption of the following Amended and restated Rules and Regulations pursuant to Resolution of the Board of Directors duly adopted in accordance with the Association's Articles of Incorporation, By-Laws and the Declaration of Covenants, Conditions and Restrictions of Cherry Lane, as amended, and recorded in the Public Records of Palm Beach County, Florida, Official Record Book 3016 at Page 1018, and in accordance with applicable Florida law at a meeting of the Board of Directors held August 31, 1995 at 7:30 p.m.

1. No Owner or Lessee shall create or permit any disturbance that will interfere with rights, comforts or convenience of others.
2. Offensive pets may be removed by the Association after notice to the owner. If it becomes necessary to institute legal action to remove such a pet, the prevailing party shall be entitled to recover the cost of the proceedings and reasonable attorneys' fees. Pets shall be restricted to no more than two pets per dwelling. A pet shall mean a dog or cat which shall not exceed forty (40) pounds. All pets shall be on a leash when not confined within the owner's townhouse or courtyard. Pets shall be walked in areas not to inconvenience others. Any large animals over 40 pounds are under no conditions permitted anywhere in Cherry Lane. No commercial business with animals shall be permitted.
3. For sanitary reasons, all trash shall be in a plastic bag and tied securely before being placed in the receptacles furnished. Children that cannot reach the top of the receptacle must not be permitted to put trash in the receptacles. Florida law does not permit paint cans, thinner containers, batteries, tires, florescent bulbs or anything flammable to be put in the receptacles. Owner or tenant must dispose of all furniture, mattresses and appliances at their own expense. Boxes must be crushed or cut up before placing them in the receptacle. **NOTHING AT ALL** is to be left outside the receptacle at any time as **THEY WILL NOT EMPTY THE RECEPTACLE**. No paper sacks or metal garbage cans are permitted outside the courtyard or townhouse.

Handwritten:
F.D. Notarizing
5006 P.O. Box
P.B. 33418

4. Recycling containers are provided. The blue one is for glass, plastic and aluminum cans; all lids of containers are to be removed and put in the trash receptacle and all items are to be rinsed out before putting them in the container. The yellow one is for newspapers, magazines and cut up corrugated boxes.
5. Barbecue cookers and grills shall be used in courtyards only. No "FOR SALE" or "FOR RENT" signs can be affixed to the Balconies or fence. They can be displayed INSIDE the unit windows only. This also applies to "REALTOR" signs.
6. No clothes or similar articles shall be hung on balconies, fences or outdoors for any purpose whatsoever, except within the owners' courtyard below the height of the fence. No lumber, building structure or roofs are to be above the fence line. Umbrellas and plants may be above the fence line. Screen enclosures must be approved by the Board of Director and must all be of the same design. No air-conditioners will be permitted in any of the windows; they are an eyesore and cause water damage to the building. Fences must be in good repair at all times. A complete new fence may be installed with heavy duty pressure treated lumber and must be of same dimensions as existing fence. Any repairs must be made of the same material (cedar) as the existing fence, unless already replaced with pressure treated lumber, at time of repairs. No exterior changes can be made to building. Balcony rails must be kept in repair by owner. All trees in the courtyard must be trimmed away from the shakes at least 3 feet to minimize expense to shakes. If this is not done, the Association has the right to cut such trees and bill the owner for the expense in order to protect the shakes, which expense shall be an individual assessment against the owner. All plants on the balconies must be kept away from the shakes.
7. Bicycles, toys or clutter SHALL NOT be left outside the courtyard at ANY TIME. Bicycles, toys and such clutter so left will be impounded. Such articles must be stored within the owners or rentor's townhouse or courtyard. No tents are to be erected without special permission for a designated period of time only.
8. There shall be no disassembling or assembling of motor vehicles except for ordinary maintenance, such as changing of a tire or battery. NO oil changes or mechanical repairs may be made to a vehicle while parked in Cherry Lane.
9. There are to be only 2 vehicles per household and each vehicle must have a parking decal on it at all times. Any vehicle without a decal will be given a ticket and the owner will have 5 days to obtain a decal. If you purchase a new or used vehicle, you must obtain a new parking decal for this new or used vehicle. NO THIRD OR MORE vehicles shall be permitted to park in Cherry Lane. You must make your own arrangements for such vehicles.

10. No vehicles larger than one ton or two axles are permitted. Large trucks, boats and boat trailers, motor homes, buses and other such vehicles shall not be allowed to park overnight in any parking areas, except as allowed by the Association. Any motor home left in Cherry Lane must have prior BOARD APPROVAL for one night for loading, and one night for unloading. All motor vehicles must be maintained so as not to create an eyesore in the community, which eyesore shall be determined in the sole discretion of the Board of Directors. All motor vehicles must be properly and currently registered, licensed and shall be maintained in proper working order (i.e., no inoperable motor vehicles are permitted to be stored on the premises). Any motor vehicles determined by the BOARD to be an eyesore, not properly and currently registered, licensed, without decal, or not in proper working order shall be subject to towing at the vehicle owner's expense after (3) days notice posted on the vehicle.

11. All vehicles must be properly parked at all times. Improperly parked vehicles are subject to towing at the vehicle owner's expense. NEVER DRIVE ON THE GRASS IN CHERRY LANE. YOU WILL BE SUBJECT TO THE REPAIR BILLS. IMPROPERLY PARKED VEHICLES ARE VEHICLES PARKED IN THE FOLLOWING MANNER:

- A. Parked on the grass.
- B. Parked in another resident's assigned parking space without that resident's express "written" permission.
- C. Parked in front or around the trash receptacles.
- D. Parked in front or around the mail boxes.
- E. Parked in a guest space for more than 3 days.
- F. Parked in any way to impede proper use of the parking facilities.
- G. Owner's or Tenant's vehicles parked without resident parking decals.

If you do not abide by the above rules related to proper parking, you will be towed at your expense and/or subject to a fine.

12. Parents shall be responsible to the ASSOCIATION for ANY DAMAGE TO THE COMMON AREA CAUSED BY THEIR CHILDREN, especially to the trees and sprinkler system. Tenant's landlord will be responsible for the damage caused by the tenant and his children. The playground is provided for the children of Cherry Lane only. There is a key for the lock. The unit owner may obtain a key from the Treasurer for a non-refundable fee for himself or his tenant. There shall be no swimming in the lake, as it is not a swimming lake.

13. **OWNER LIABILITY CLAUSE:** If an owner or an owner's tenant damages property belonging to the Association, the owner will be held responsible for any and all necessary repairs at the owner's expense, which expense shall be an individual assessment against the owner. The Association Board of Directors will see that all repairs are made, and charge the expense to the owner. If not paid, the Association may collect the assessment in the manner provided in the Declaration, By-Laws and Articles of Incorporation, which may include the filing of a lien against the owner's property.

14. Prior to transfer of a unit or occupancy of a unit at Cherry Lane, every proposed new owner or tenant of a unit must attend a review conference with the OWNER/TENANT REVIEW BOARD to review the Owner/Review Package, including these Rules and Regulations, a statement of Association dues and such other material as the Board deems appropriate. There shall be a fee for this review, which fee shall be in the amount determined by the Board. Participation in this conference shall be documented by execution of the signature of the proposed Owner/Tenant and the Owner/Tenant Review Board of an appropriate form prepared by the Association. As to new Owners, this form shall be Certified with the Association seal and recorded in the Public Records of Palm Beach County, Florida. As to new tenants, this record shall become a part of the owner's records.

15. Any owner not having his/her tenant reviewed by the REVIEW BOARD will be charged the required review fee. A board member may not review his own tenant.

16. At the time of any mortgage or transfer of any unit, mortgagor or new owner is required to give notice to the Association on forms prescribed by the Association of the following:

- A. The name of the individual entitled to cast votes on Association matters as set out in the By-Laws, Article II, E, 2.
- B. The names and addresses of all owners of the unit.
- C. The names and addresses of all mortgages of the unit.
- D. This must be done in accordance with the By-Laws.
- E. This must be done for insurance purposes.

17. **MAINTENANCE FEES:** Are due the first of each month, if paying on a monthly schedule; and first of each quarter, if paying on a quarterly schedule. Any amount unpaid by the

DOROTHY H. WILKIN, CLERK PB COUNTY, FL

last day of the quarter will have a late fee of \$20.00 added to the balance on the first day into the next quarter. On the fifth day into the new quarter, all unpaid balances will be sent for collection at the delinquent owner's expense. Any returned checks will be charged a fee of \$20.00.

18. ENFORCEABILITY OF RULES: If any rule or portion of a rule is determined to be invalid and unenforceable, the remaining portion of that rule or any other rules shall remain valid and enforceable.

IN WITNESS WHEREOF, the President and Secretary of the Cherry Lane Homeowners Association, Inc. have affixed their signatures this 10th day of September, 1995.

John Holmes

John Holmes, President

CHERRY LANE HOMEOWNERS ASSOCIATION, INC.

Dotty Olsen-Dehon

Dotty Olsen-Dehon, Secretary

CHERRY LANE HOMEOWNERS ASSOCIATION, INC.

STATE OF FLORIDA
COUNTY OF Volusia

The foregoing instrument was acknowledged before me this 10th day of Sept, 1995 by John Holmes and Dotty Olsen-Dehon, as President and Secretary of Cherry Lane Homeowners Association, Inc. He and she are personally known to me or have produced _____ as identification and did take an oath.

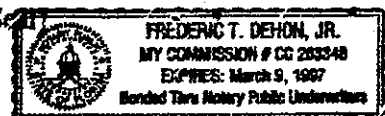
NOTARY PUBLIC

sign

print

State of Florida at Large (Seal)

My Commission Expires:



30310196.RR

Return to: (enclose self-addressed stamped envelope)

Name

Address:

0-4026
FEB-15-1991 11:14am 91-043473

ORG 6730 Pg 1288

Property Appraisers Parcel Identification (Folio) Number(s):

**AMENDED AND RESTATED
RULES AND REGULATIONS FOR CHERRY LANE**

(A Townhouse Community, according to the Plat thereof as recorded in Plat Book 37, Page 129, of the Public Records of Palm Beach County, Florida)

We, the undersigned, as President and Secretary of Cherry Lane Homeowners' Association, Inc., a Florida not for profit corporation (the Association), hereby acknowledge adoption of the following Amended and Restated Rules and Regulations pursuant to Resolution of the Board of Directors duly adopted in accordance with the Association's Articles of Incorporation and By-Laws and the Amended Declaration of Covenants, Conditions and Restrictions of Cherry Lane as recorded in the Public Records of Palm Beach County, Florida and in accordance with applicable Florida law at a meeting of the Board of Directors held December 19, 1990:

1. No owner or Lessee shall create or permit any disturbance that will interfere with the rights, comforts or convenience of others.
2. Offensive pets may be removed by the Association after notice to the owner, with the prevailing party being entitled to recover the cost of the proceedings and reasonable attorney fees. Pets shall be restricted to no more than three pets per dwelling. A pet shall mean a dog or cat which shall not exceed forty (40) pounds. Pets shall be on a leash when not confined within the owners' townhouse or courtyard. Pets shall be walked in areas not to inconvenience others.
3. For sanitary reasons, all trash shall be in a plastic bag and tied securely before being placed in the receptacles furnished. No paper sacks or metal garbage cans are permitted outside the courtyard or townhouse. Boxes shall be crushed before placing in dumpsters to utilize maximum space. Placing trash in the dumpster is too difficult for children because they can not reach and/or lift the heavy doors and should be done by adults.
4. Barbecue cookers shall be used in courtyards only.
5. No clothes or similar articles shall be hung on balconies or outdoors for any purpose whatsoever, except within owners' courtyard below height of fence.
6. Bicycles, toys or clutter shall not be left outside the courtyard at any time. Bicycles, toys or clutter so left will be impounded. Such articles must be stored within the owners' townhome or courtyard.
7. There shall be no disassembling or assembling of motor vehicles except for ordinary maintenance such as changing of tire, battery, etc.
8. Large trucks, boat trailers, motor homes, busses and other

JAS 6730 1289

such vehicles shall not be allowed to park overnight in the parking areas, except as allowed by the Association. All motor vehicles must be maintained so as not to create an eyesore in the community. All motor vehicles shall be properly and currently registered and licensed and shall be maintained in proper working order (i.e., no inoperable motor vehicles are permitted to be stored on the premises). Any motor vehicle determined by the Board, or management company, to be an eyesore, not properly and currently registered and licensed or not in proper working order shall be subject to towing at the vehicle owner's expense after three (3) days' notice posted on the vehicle.

9. All vehicles must be properly parked at all times. Improperly parked vehicles are subject to towing at the vehicle owner's expense. Improperly parked vehicles are vehicles:

- A. Parked in another resident's assigned space without that resident's permission.
- B. Parked in a space not designated for parking, unless such parking is specifically approved by the Board of Directors, or is for short duration and does not block any other parking space, dumpster, mailbox, or in any other way impede proper use of the parking facilities.
- C. Parked on the grass.
- D. Parked in a guest space for more than three (3) days.

10. Parents shall be responsible to the Association for any damage to the common area caused by their children, especially to the trees and sprinkler system.

11. Prior to transfer or occupancy, every proposed new owner or renter of a unit shall attend a conference with the Owner/Renter Review Board (currently designated by the Board of Directors to be the representative of Citation Management Company) to review the New Owner/Renter Package, including these Rules and Regulations, a statement of the Association Dues and such other material as the Board deems appropriate. Participation in this conference shall be documented by execution by the proposed new Owner/Renter and the Owner/Renter Review Board of an appropriate form prepared by the Association. As to new owners, this form shall be recorded in the Public Records of Palm Beach County, Florida. As to new tenants, this form shall be filed with and maintained by the Secretary of the Association.

12. At the time of any mortgage or transfer of any unit, the mortgagor or new owner is required to give notice to the Association on forms prescribed by the Association of the following:

- A. The name of the individual entitled to cast votes on Association matters as set out in By-Law Article II, E, 2.
- B. The names and addresses of all owners.
- C. The names and addresses of all mortgagees.

JRB 6730 Pg 1290

IN WITNESS WHEREOF, we the undersigned President and Secretary of the corporation, under authority of Resolution adopted by the Board of Directors for the purpose of amending and restating the Rules and Regulations of Cherry Lane, hereby declare and certify that the facts herein stated are true and hereunto set our hands and seals this 17th day of January, 1991.

CHERRY LANE HOMEOWNERS' ASSOCIATION, INC.

BY: *Jack Brolsma*
Jack Brolsma, President

ATTEST:

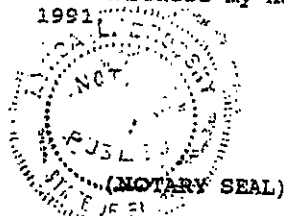
Hugh A. Murrill
Hugh A. Murrill, IV, Secretary

STATE OF FLORIDA

COUNTY OF PALM BEACH

Before me personally appeared Jack Brolsma and Hugh A. Murrill, IV, to me known to be the individuals who executed the foregoing Amended and Restated Rules and Regulations of Cherry Lane respectively as President and Secretary of the above-named Corporation, a Florida not for profit corporation, and each of them acknowledged before me that each executed this instrument in stated capacity as aforesaid and that the Seal affixed hereto is the Corporate Seal of said Corporation and was affixed to said instrument by due and regular corporate authority, and that the instrument is the free act and deed of the Corporation.

Witness my hand and official seal this 17th day of January, 1991.



Linda K. Brolsma
Notary Public, State of Florida
My Commission Expires:

Notary Public, State of Florida
My Commission Expires June 24, 1994
Bonded thru Tropic Insurance Inc.

THIS INSTRUMENT PREPARED BY:
Frederic T. DeHon, Jr., Esquire
Frederic T. DeHon, Jr., P.A.
P.O. Box 2965
West Palm Beach, Florida 33402

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

Book 6733 Page 844

Return to: (enclose self-addressed stamped envelope)

Name

Address

JAN-17-1991 02:32PM 91-015154

ORE 6703 Pg 844

Property Appraisers Parcel Identification (Folio) Number(s):

**AMENDED AND RESTATED
RULES AND REGULATIONS FOR CHERRY LANE**

(A Townhouse Community, according to the Plat thereof as recorded in Plat Book 37, Page 129, of the Public Records of Palm Beach County, Florida)

We, the undersigned, as President and Secretary of Cherry Lane Homeowners' Association, Inc., a Florida not for profit corporation (the Association), hereby acknowledge adoption of the following Amended and Restated Rules and Regulations pursuant to Resolution of the Board of Directors duly adopted in accordance with the Association's Articles of Incorporation and By-Laws and the Amended Declaration of Covenants, Conditions and Restrictions of Cherry Lane as recorded in the Public Records of Palm Beach County, Florida and in accordance with applicable Florida law at a meeting of the Board of Directors held December 19, 1990:

1. No owner or Lessee shall create or permit any disturbance that will interfere with the rights, comforts or convenience of others.
2. Offensive pets may be removed by the Association after notice to the owner, with the prevailing party being entitled to recover the cost of the proceedings and reasonable attorney fees. Pets shall be restricted to no more than three pets per dwelling. A pet shall mean a dog or cat which shall not exceed forty (40) pounds. Pets shall be on a leash when not confined within the owners' townhouse or courtyard. Pets shall be walked in areas not to inconvenience others.
3. For sanitary reasons, all trash shall be in a plastic bag and tied securely before being placed in the receptacles furnished. No paper sacks or metal garbage cans are permitted outside the courtyard or townhouse. Boxes shall be crushed before placing in dumpsters to utilize maximum space. Placing trash in the dumpster is too difficult for children because they can not reach and/or lift the heavy doors and should be done by adults.
4. Barbecue cookers shall be used in courtyards only.
5. No clothes or similar articles shall be hung on balconies or outdoors for any purpose whatsoever, except within owners' courtyard below height of fence.
6. Bicycles, toys or clutter shall not be left outside the courtyard at any time. Bicycles, toys or clutter so left will be impounded. Such articles must be stored within the owners' townhome or courtyard.
7. There shall be no disassembling or assembling of motor vehicles except for ordinary maintenance such as changing of tire, battery, etc.
8. Large trucks, boat trailers, motor homes, busses and other

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8. Large trucks, boat trailers, motor homes, busses and other

IN WITNESS WHEREOF, we the undersigned President and Secretary of the corporation, under authority of Resolution adopted by the Board of Directors for the purpose of amending and restating the Rules and Regulations of Cherry Lane, hereby declare and certify that the facts herein stated are true and hereunto set our hands and seals this 17th day of January, 1991.

CHERRY LANE HOMEOWNERS' ASSOCIATION, INC.

BY: *Jack Brolsma*
Jack Brolsma, President

ATTEST:

Hugh A. Murrill, IV
Hugh A. Murrill, IV, Secretary

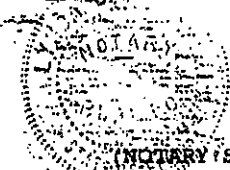
(CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF PALM BEACH

Before me personally appeared Jack Brolsma and Hugh A. Murrill, IV, to me known to be the individuals who executed the foregoing Amended and Restated Rules and Regulations of Cherry Lane respectively as President and Secretary of the above-named Corporation, a Florida not for profit corporation, and each of them acknowledged before me that each executed this instrument in stated capacity as aforesaid and that the Seal affixed hereto is the Corporate Seal of said Corporation and was affixed to said instrument by due and regular corporate authority, and that the instrument is the free act and deed of the Corporation.

Witness my hand and official seal this 17th day of January, 1991.



(NOTARY SEAL)

Linda L. Brolsma
Notary Public, State of Florida
My Commission Expires:

Notary Public, State of Florida
My Commission Expires June 24, 1994

THIS INSTRUMENT PREPARED BY:
Frederic T. DeHon, Jr., Esquire
Frederic T. DeHon, Jr., P.A.
P.O. Box 2965
West Palm Beach, Florida 33402

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

**CERTIFICATE OF AMENDMENT TO THE AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
OF
CHERRY LANE
(a townhouse community)**

I HEREBY CERTIFY that the Amendment attached as Exhibit "1" to this Certificate was duly adopted as an Amendment to the Amended and Restated Declaration of Covenants, Conditions, and Restrictions of Cherry Lane (a townhouse community). The original Declaration of Covenants, Conditions, and Restrictions of Cherry Lane (a townhouse community) is recorded in Official Records Book 3016 at Page 1019 of the Public Records of Palm Beach County, Florida, and amended on October 24, 1979, and recorded in Official Records Book 3160 at Page 1734 of the Public Records of Palm Beach County, Florida.

DATED this 31st day of December, 1996.

WITNESSES:

CHERRY LANE HOMEOWNERS ASSOCIATION, INC.

Signature

Print Name

Signature

Print Name

By:

David Spring, President

By:

Dorothea M. Olsen-Delton, Secretary

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 31st day of December, 1996, by David Spring, as President and Dorothea M. Olsen-Delton, as Secretary of Cherry Lane Homeowners Association, Inc., who are Personally Known ☒ or Produced Identification _____

Type of Identification Produced _____

NOTARY PUBLIC

(SEAL)

This instrument prepared by:
Louis Caplan, Esquire
ST. JOHN, KING & DICKER
500 Australian Avenue So.
Suite 600
West Palm Beach, Florida 33401

Sign

Print

State of Florida

My Commission Expires

Karen B. Murrill
Notary Public, State of Florida
Commission No. CC 457868
My Commission Expires 06/28/99

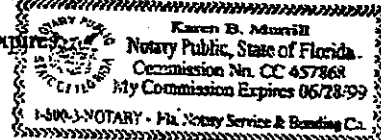


EXHIBIT "1"

EXHIBIT "1"

**AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF CHERRY LANE**
(a townhouse community)

The original Declaration of Covenants, Conditions and Restrictions for Cherry Lane were recorded on March 1, 1979 in Official Record Book 3016, Page 1019 of the Public Records of Palm Beach County, Florida and amended on October 24, 1979 in Official Record Book 3160 at Page 1734 which Declaration Affects the property known as "Cherry Lane" located in Palm Beach County, Florida and more particularly described as follows:

CHERRY LANE, according to the Plat thereof, as recorded in Plat Book 37, Page 129 of the Public Records of Palm Beach County, Florida.

The original Declaration of Covenants, Conditions and Restrictions of Cherry Lane, as amended and restated in its entirety.

The Amended and Restated Declaration of Covenants, Conditions and Restrictions of Cherry Lane accompanying the above described real property, shall constitute a covenant running with the land described above and shall be for the benefit of and limitations of all present and future owners of townhouse units within the property.

ARTICLE I

Definitions

1. "Declaration" shall be the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Cherry Lane.
2. "Articles" shall be the Amended and Restated Articles of Cherry Lane Homeowners Association, Inc.
3. "Bylaws" shall be the Amended and Restated Bylaws of Cherry Lane Homeowners Association, Inc.
4. "Rules and Regulations" shall be the Rules and Regulations as promulgated from time to time by the Association, acting through the Board of Directors.
5. "Association" shall be the Cherry Lane Homeowners Association, Inc.
6. "Member" shall be a member of the Association who shall be the record owner(s) of a townhouse unit or his representative with a legal power of attorney.
7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities of fee simple title to any townhouse unit, including contract sellers but excluding those having such interest merely for the performance of an obligation.

ARTICLE II

The Land

1. All of the land in the plat of Cherry Lane, recorded in Plat Book 37, Page 129, Public Records of Palm Beach County, Florida, less all of the land described as townhouse lots in the Plat of Cherry Lane, shall be known as common property. Such common property shall consist of the roadways, parking areas, water management tract and unimproved areas. This common property will be owned by Cherry Lane Homeowners Association, Inc., a corporation not for profit organized under the laws of the State of Florida, hereinafter referred to as the "Association". Unless sooner conveyed, Cherry Lane Associates, Ltd., will convey the common areas to the Association free and clear of all liens and encumbrances (except for any easements granted to public utilities or other public purposes consistent with the intended use of such property). The Association shall administer such property in keeping with this Declaration as well as the Articles of Incorporation and Bylaws of Cherry Lane Homeowners Association, Inc., together with the Rules and Regulations promulgated by the Association.

2. There shall be certain items of personal property known as limited common property. This limited common property shall consist of the water and sewer lines going from the point of connection and the point of clean-out of same to each structure contained in the townhouse units to the point of connection of same to the central water and sewage distribution lines of Palm Beach County. These items of personal property shall be administered by the Association for the benefit of the owners of the four (4) separate townhouse units in each structure. The expense of repair, replacement, cleaning and maintenance of these lines for a particular structure shall be borne equally by the four (4) owners of the townhouse units located in such structure. Upon the expenditure of funds by the Association for any such purpose each townhouse owner in the structure shall be assessed for his share in the expense. The assessment shall be due and payable thirty (30) days after billing, and all sums unpaid after thirty (30) days shall bear interest at the highest rate allowed by law from the date when due until paid, and shall be subject to a late fee as determined by the Association. All payments upon account shall be first applied to interest, late fees, attorney fees and costs and then to the assessment payment first due. The Association shall have the right to file a lien against the property of the owner who shall fail to make his required assessment payments. The lien for unpaid assessment payments shall secure the assessment, interest, late fees, costs and reasonable attorneys fees incurred by the Association incident to the collection of such assessment or enforcement of such lien.

3. Each owner at Cherry Lane will have fee simple title to his townhouse lot and the townhouse unit constructed thereon. Ownership of adjoining townhouse lots and the townhouse units constructed thereon shall be separated by a party wall agreement filed in the Public Records of Palm Beach County, Florida.

ARTICLE III

Maintenance of Townhouse Units

Except as otherwise provided herein, townhouse units shall be maintained by the townhouse owner, which unit shall include the courtyard.

1. No townhouse unit owner shall in any way deface, change the color, or alter the exterior of his townhouse unit. Nothing herein shall be construed to require a townhouse owner to obtain any approval in writing for the painting of the exterior of his townhouse unit, masonry and metal parts, in a color and finish consistent with and compatible with the color and finish of the other townhouse units, as originally constructed. No signs shall be allowed on the exterior of a townhouse unit, except local authority permits and townhouse unit's sale sign. Only one townhouse unit sale sign can be attached to the exterior of the townhouse unit fence, at a handrail balcony or at a kitchen window. No signs for any purpose can be installed on the common property, other than authorized by the Board of Directors.

2. Exterior walls, overhangs, balconies and guard rails, sliding doors and screens, windows, townhouse unit door, exterior lights, gates and fencing around the courtyard, unit number sign, are to be maintained by each townhouse owner in quality condition at all times. The six foot fencing around the courtyard shall be heavy pressure treated wood in the same design as the existing fence. Additionally all shrubbery and small trees placed directly inside of the fencing shall be maintained by the owner, which trees shall not be allowed to be higher than 12 feet and closer than 3 feet from the roof siding.

The Association shall maintain the exterior landscaping from the townhouse unit, fence, out.

3. There shall be no stored items protruding above the fence line or on the balconies. There shall be no permanent items constructed, installed or placed within the courtyard that shall extend above the fence line. There shall be no new additions by the owners or their tenants for additional outside lighting, security bars, hurricane shutters, outside storage shed or a low screened enclosure, without the Board of Directors approval. For this purpose, a written request must be made to the Board of Directors with a detailed drawing showing how one of these items will be installed and the color and type of materials that will be used. The Board will verify compliance with approved details on record and issue a written authorization to proceed. No more than seven (7) days after final construction and/or upon the owner notification, the Board will inspect and verify that all the betterments have been performed in compliance with the written authorization. Any modifications to be made will be at the responsibility and cost of the owner. If the betterment is not installed or constructed in accordance with approved plans, it shall be removed by the owner upon demand by the Association's Board of Directors. Cost will be borne by the owners.

4. The maintenance and repair of the townhouse units air conditioner, ducts, roof curb, weather housing, power conduits/wiring, disconnect switch, controls conduits/wiring, condensation drain piping, is the responsibility of the townhouse unit owner. Additionally, the townhouse unit owner shall be responsible for any leaks and damages to a townhouse unit caused by the air conditioning unit.

5. Per the membership vote, the roof/shakes repair, maintenance and replacement are the Association responsibility, the cost of which shall be equally assessed as a common expense against all owners. Before a roof replacement, the Board of Directors, owners and contractors will inspect the air conditioning system to agree on the equipment conditions. If any of the owner's air conditioning system requires repair or replacement in order for the roof to be replaced, it may be performed by the association, at the cost of the owner (s) and payable in thirty (30) days. Any work on the air conditioning system required to comply with new local or State codes will also be at the cost of the owner (s) and payable in thirty (30) days.

6. Termites in units and fences, are the responsibility of the unit owners. If termites are found, the Board of Directors must be immediately notified. The Board of Directors shall demand that the units under the same roof be tested at the cost of the affected owners. Affected owners shall be all owners sharing a common roof in a building where any part suffers from termite infestation. If the building is to be tented, all affected owners shall promptly cause and allow the building to be treated. The Board of Directors with the co-operation of the affected owner (s), shall promptly obtain bids to treat the unit (s). The Board of Directors will select the contract most beneficial for the affected owner (s), schedule and commence the work, pay the contractor and equally assess the cost to complete the work to the affected owner (s). This assessment will be collectable within thirty days (30) of the due date or a lien may be filed on the townhouse unit.

7. Failure to maintain the townhouse in the manner referenced above will result in a thirty (30) day notice to the townhouse owner from the Board of Directors setting forth the items to be corrected. The thirty days notice will also specify a day, time and place for a hearing meeting with the Arbitration Committee shall include one Board of Directors representative and three to five resident owners nominated by the Board of Directors. In the event the owner does not present himself to the hearing meeting, or the owner does not file suit within the thirty (30) days to stop the Association procedure, and the thirty (30) days notice is not adhered to by the Owner, the Board of Directors may start procedures to obtain legal access to the townhouse owner's courtyard and may contract or have such work performed. The townhouse owner will be charged for all legal costs and invoices delivered by such contractors together with any reasonable cost to the Association. All these charges will be collectable within thirty (30) days of their due date, or a lien may be filed on the townhouse unit. Additionally, if the non compliance is related to the trees damaging the roof and shakes, the owner will be made responsible for the repair or replacement of the shakes area involved.

ARTICLE IV

Insurance

1. Property and casualty insurance to cover all townhouse structure shall be maintained by the Association on a master policy basis, so as to protect each owner at the lowest reasonable cost. The master policy shall insure all property as originally conveyed by the developer. Each townhouse owner shall insure any contents placed in the townhouse structure after the developer closing, as well as any additions made in or to the townhouse structure by the owner as each owner may desire. All of the townhouse buildings and common property improvements shall be insured in an amount equal to the

maximum insurable replacement value, as determined annually by the Board of Directors of the Association, with the expertise of a Professional Appraiser. Such coverage shall afford protection against the loss or damage by fire and other hazards covered by a standard extended coverage endorsement. Flood insurance is not covered and should be independently purchased by the owners. The Association shall also purchase such insurance as may be necessary on the common property to protect the Association and the townhouse owners.

2. Public liability insurance. A comprehensive policy or policies of general liability insurance naming Cherry Lane Homeowners Association, Inc., and including the Owners as insured thereunder insuring against any and all claims or demand made by any person or persons whomsoever for injuries received in connection with or arising from the operation, maintenance and use of the Community Area and any improvements and buildings located thereon and for any other risks insured against by such policies with limits of not less than one million dollars (\$1,000,000.) for bodily injury and property damage for any single occurrence.

3. The insurance premiums shall be a common expense equally collectible from all townhouse unit owners, while affected owners are responsible for the deductible on any claim.

4. 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. In the event a townhouse unit is damaged, through an act of God or other casualty, that unit owner shall promptly cause and allow his unit to be repaired and rebuilt in accordance with the original architectural plans and specifications. It shall be the duty of the unit (s) owner (s) and the Association to use insurance proceeds deposited in escrow account (s), to accomplish such repairs and rebuilding of the townhouse unit (s) to comply with this responsibility. (Attorney to be consulted about Mortgage comments on this paragraph).

ARTICLE V

Membership

Each townhouse owner shall automatically become a member of Cherry Lane Homeowners Association, Inc., by virtue of acceptance of the deed of conveyance to his townhouse. As a member of such Association, said owner shall be governed by this Declaration, the Articles of Incorporation, Bylaws and Rules and Regulations of the Association.

ARTICLE VI

Assessments

1. The Association shall collect an annual assessment from each townhouse owner, which annual assessment shall be payable in either quarterly or monthly installments, as determined by the Board. This charge shall be used to maintain the common property and shall be defined as being "current expenses" within the terms of the Bylaws for Cherry Lane Homeowners Association, Inc.. Current expenses shall include but not be limited to lawn and landscape maintenance for the common property and other expenses incurred in the maintenance and operation of Cherry Lane property. The charge shall be that which is set by

the Association which may be amended and modified from time to time in keeping with the necessary adjustment in the amount required to properly maintain and operate Cherry Lane property. In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the costs of any repair or replacement of any portion of the common property provided that any such assessment shall have the assent of fifty percent plus one (50% plus 1) of the votes of members who are voting in person or by proxy at a members meeting duly called for this purpose under the terms set forth in the Bylaws of Cherry Lane Homeowners Association, Inc.

2. The assessment installment shall be due and payable no later than seven (7) days after the due date. Any assessment not paid within seven (7) days of the due date shall be considered late and shall subject the owner to the levying of late fees as covered by State laws in the amount determined by the Board, and shall bear interest at the highest rate allowed by law from the date when due until paid. The installment due dates shall be the first day of the month when due. If any assessment is delinquent, the Association may turn the matter over for collection to the Association Attorneys without additional notice to the townhouse unit owner. The assessment shall be the personal obligation of the unit owner and shall be a lien against the townhouse unit, which lien shall include interest at the highest rate allowed by law, late fees, attorneys fees and costs incurred.

3. Any lien referred to in this Declaration, the Articles of Incorporation, the Bylaws and the Rules and Regulations shall not be effective unless and until such has been recorded in the Public Records of Palm Beach County, Florida.

4. The Association, acting through the Board of Directors, shall have the right to levy emergency assessments as defined in the Bylaws.

5. The lien for assessments provided herein shall be subordinate to the lien of any institutional first mortgage placed upon Cherry Lane or any portion thereof subject to assessments. Sale or transfer of such property pursuant to a judgement of foreclosure, shall relieve such property from assessments previously levied which will not release such property from liability for any assessments assessed after such acquisition of title, nor from the lien of any subsequent assessment. This clause is not intended to relieve, and does not relieve a mortgagor from a personal obligation to pay delinquent assessments. Unpaid assessments shall be deemed to be a common assessment, collectible from all the townhouse owners.

ARTICLE VII

Use Rights

1. Each townhouse owner shall have perpetually the full, free right to the use and enjoyment of all of the common property owned by the Association. This shall include but not be limited to a right of ingress and egress over all of the common property. This right of ingress and egress throughout the common property shall also extend to all invitees and guests of the townhouse owner. This use is however, subject to the right of the individual townhouse owner to the exclusive use of the parking spaces as assigned by the Association.

(I) Conveyances. Any conveyance of a unit whether by sale, gift, lease or devise shall require the prior review of the Board of Directors. The procedures for review shall be as promulgated by the Board of Directors. The Association shall have a right to charge a reasonable review/application fee in consideration with any such conveyances, which fee shall be collectible as an assessment to the particular unit.

(J) Right of access. All mortgagees of all townhouse 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 townhouses upon which they have a mortgage loan.

ARTICLE VIII

Easement over Common Property

Easements are specifically provided throughout the common property for any and all necessary utility services.

ARTICLE IX

Amendment of the Declaration

The Association may amend this Declaration of Covenants, Conditions and Restrictions of Cherry Lane in the following manner.

A resolution for the adoption of the proposed amendment may be proposed by either the Board of Directors or twenty-five (25) of the members of the Association. Notice of the subject matter of a proposed amendment, clearly explaining the reasons or purposes for the amendment, shall be mailed to all owners.

The Declaration may be amended upon the written consent of a majority, fifty percent plus one (50% plus 1) of the voting members and their mortgagees. A certificate by the Secretary of the Association shall then be recorded in the Public Records of Palm Beach County, Florida, certifying that the Board of Directors has in record, the written assent of the attached amendment by a majority, fifty percent plus one (50% plus 1) of the voting members and their mortgagees.

ARTICLE X

Cable Television and Comparable Services

1. Notwithstanding anything to the contrary contained in this Declaration, the Articles of Incorporation or the Bylaws, the Association, through the Board of Directors, has the authority to enter into a contract for bulk rate cable television services, satellite or other television signals. In this event, the Association shall equally assess all owners for the cost in the same manner assessments are otherwise levied. However, any owner who is hearing impaired or legally blind, and does not live with a hearing or sighted person, may be excused from the cost of such service, on a no greater than an annual basis.

2. In no event shall any visible exterior radio or television antennas, or satellite dish be permitted on a unit.

which may not be changed without the majority of the owners approval. Upon entering into a lease, an owner may delegate his right to the common areas during the lease term. An owner who delegates his use rights of the common areas, shall not also be entitled to use the common areas. Such use shall be subject to the following restrictions:

(A) Rules and Regulations. The Association shall have the authority through the Board of Directors, to promulgate reasonable rules and regulations regarding the use of the common areas, Association property and townhouse units, without infringing upon the owners privacy rights, but enforcing this Declaration, the Bylaws and the Rules and Regulations of Cherry Lane Homeowners Association, Inc., for an equal use of the common property by all owners.

(B) Pets. No animals considered as wildlife or farm shall be kept in any unit. Pets shall be limited to two per dwelling and must not cause any disturbance to others, be less than 40 pounds and not used for commercial purposes. While animals are in common areas, pets must be on leash and animals' excrement must be immediately removed. If pet (s) shall create a disturbance or become a threat to the safety of the members, tenants and their families, as determined by the Association Board of Directors, upon notice, such pet (s) shall be removed from the townhouse unit. Such determination may be based on the amount or the seriousness of owner (s) or tenant (s) complaints.

(C) Vehicle and parking. Each unit owner shall be entitled to two parking spaces only, which spaces shall be assigned by the Board of Directors and may be changed with the majority of the owners approval. Use of assigned parking spaces may be subject to owners or their tenants obtaining parking decals from the Board of Directors. Any vehicle parked in an assigned parking space without a decal shall be prohibited and shall be determined to be an unauthorized vehicle and subject to be towed at the owner's expense. Guests parking spaces cannot be used by owners or their tenants vehicles. The parking of vehicles must be in accordance with the Rules and Regulations. In no case shall vehicles park or run over grass areas. In this case, the faulty owner will be assessed for damages to the common areas and may be subject to a fine.

(D) Nuisance. No nuisance or any use or practice that is a source of annoyance to other unit owners, or interferes with the peaceful possession and proper use of the units by the residents of the properties, shall be allowed within any unit or on the property.

(E) Unlawful use. No improper, offensive or unlawful use shall be made of any unit, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be strictly observed.

(F) Loitering and congregating on property. There shall be no unlawful loitering or congregating on Association property. It shall be up to the Board of Directors to determine what will be considered "unlawful" loitering and congregating on the property, which activity will include but not be limited to gathering of gangs.

(G) No commercial storage of combustible merchandises and products shall be allowed on the premises.

(H) Garbage and trash. Each owner shall be responsible for properly depositing their garbage bags into the containers for pick-up by the appropriate authorities, in a manner described in the Rules and Regulations of Cherry Lane.

ARTICLE XI

These covenants are to run with the land and shall be binding on all parties and persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time they shall be extended automatically for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the townhouses and their mortgagees has been recorded agreeing to change the covenants in whole or in part, except as otherwise provided in Article IX above.

ARTICLE XII

Notwithstanding anything to the contrary:

(A) Each townhouse lot is conveyed together with an easement for the continuance of all encroachments by the dwelling unit on any adjoining townhouse lots in common areas existing as a result of the construction of the dwelling unit, or which may come into existence thereafter as a result of the settling or shifting of the dwelling unit, or as a result of the repair or restoration of the dwelling unit, after damage or destruction by fire or other casualty, or by reason of an alteration to or repair of the common area.

(B) Each townhouse lot, and the appurtenant right to use and enjoy the common areas, is conveyed subject to easements in favor of adjoining dwelling units and in favor of the common areas for the continuance of all encroachments of such adjoining dwelling units or common areas on the townhouse lot and existing as a result of the construction of the adjoining dwelling units, or which may come into existence thereafter as a result of the settling or shifting of the adjoining dwelling units, or as a result of the repair or restoration of the adjoining dwelling units or the common areas after damage or destruction by fire or other casualty, or by reason of an alteration to or repair of the common areas.

(C) Each townhouse lot is conveyed together with an easement in common with the owners of other townhouse lots to use any utility and service lines and systems, including, but not limited to, water, sewer, gas, telephone, electricity and cable located upon, across, over, through and under any of the other townhouse lots or elsewhere on Cherry Lane and serving the townhouse lot.

(D) Each townhouse lot, and the appurtenant right to use and enjoy the common areas, is conveyed subject to an easement in favor of the other townhouse lots and the Association to use any utility and service lines and systems, including, but not limited to, water, sewer, gas, telephone, electricity and cable located upon, across, over, through and under the townhouse lot, and serving the other townhouse lots or the common areas.

(E) Unless at least two-thirds of the first mortgagees (based upon one vote for each mortgage owned) and owners of the individual townhouse lots in Cherry Lane have given their prior written approval, the Association shall not be entitled to:

(1) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the common property owned by the Association (the granting of easements for public utilities or for other public purposes consistent with the intended use of such common property by the townhouse lot owners shall not be deemed a transfer within the meaning of this provision);

(2) Change the method of determining the obligations, assessments, dues or other charges which may be levied against a townhouse lot owner;

(3) By act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design of the exterior appearance of townhouse units, the exterior maintenance of townhouse units, or the maintenance of the common areas;

(4) Fail to maintain fire and extended coverage on insurable common property on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost);

(5) Use hazard insurance proceeds for losses to any common property other than repair, replacement or reconstruction of such common property.

(F) The Association must have fire and extended coverage insurance for no less than one hundred percent (100%) of the replacement cost of insurable common property. Such insurance must name as the insured the Cherry Lane Homeowners Association, Inc. , for the benefit of the unit owners.

(G) The Association shall have fidelity coverage against dishonest acts on the part of directors, managers, trustees, employees or volunteers responsible for handling funds collected and held for the benefit of the townhouse lot owners. The fidelity bond or insurance must name the Cherry Lane Homeowners Association, Inc. as the named insured and shall be written in amount sufficient to provide protection which is in no event less than one and one-half times the insured's estimated annual operating funds in reserves, or \$50,000., whichever is greater. In connection with such coverage, an appropriate endorsement to the policy to cover any person who would serve without compensation shall be added if the policy would not otherwise cover volunteers.

(H) The Association shall have a comprehensive policy of public liability insurance covering all of the common property. Such insurance shall contain a "severability of interest" clause or endorsement which shall preclude the insurer from denying the claim of townhouse lot owners because of negligent acts of the Association, or other townhouse lot owners. The scope of coverage shall include all other coverage in the kind and amount commonly required by private institutional mortgage investors for Planned Unit Developments similar in construction, location and use. Coverage shall be for at least \$1,000,000.00 per occurrence for personal injury and/or property damage.

(I) First mortgagees of townhouse lots may, jointly or singularly, pay taxes, insurance premiums or other charges which are in default which may or have become a charge against the property.

(J) No townhouse lot owner, or any party, shall have priority over any right of the first mortgagee to the townhouse lot, in the case of a distribution to such lot owner of insurance proceeds or condemnation awards for losses to or a taking of common property.

(K) The Association's assessments shall include an adequate reserve fund for maintenance, repairs and replacements of those elements of the common property that must be replaced on a periodic basis, and such assessments shall be payable in regular installments rather than by special assessments.

(L) The Association, upon request, shall furnish written notification to a first institutional mortgagee of any default in the performance by a townhouse lot owner-borrower of any obligation under this Declaration which is not cured within sixty (60) days.

(M) Any agreement for professional management at Cherry Lane shall provide for termination of the agreement by either party without cause and without payment of a termination fee upon ninety (90) days or less written notice.

(N) Any amendment of this Declaration which would affect the lien, security or value of the security of any institutional first mortgagee, or the saleability of a first mortgage on the secondary market, shall require the joinder and consent of the institutional first mortgagee.

ARTICLE XIII

Enforcement

1. The enforcement of this Declaration, the Articles of Incorporation, Bylaws and Rules and Regulations may be by proceeding at law for damages or in equity to compel compliance with their terms or to prevent violation or breach of any of the covenants or terms in the Declaration, Articles of Incorporation, Bylaws or Rules and Regulations. The enforcement may be against an owner, his guest, his invitees and his lessees. An owner shall be responsible for the actions of such guests, invitees, lessee. The Association may seek enforcement solely against the owner. The Association, or any individual, or any owner may, but shall not be required to, seek enforcement of the Declaration, Articles of Incorporation, Bylaws, and Rules and Regulations. any individual who seeks enforcement of the Declaration, Articles of Incorporation, Bylaws or Rules and Regulations, shall by his actions be deemed to have indemnified the Association from all liabilities resulting from his actions. Should the party seeking enforcement be the prevailing party in any action, then the person against whom enforcement has been sought shall pay all costs and reasonable attorneys fees incurred prior to trial, at trial and at all appellate levels, to the prevailing party.

2. The Association shall have the additional authority to levy fines against a lot owner, his guests, relatives, or lessees for any violation or breach of the covenants and terms of this Declaration, the Articles of Incorporation, Bylaws, or Rules and Regulations. Any fine levied against a townhouse unit shall be considered an individual assessment and shall be collectible in the same manner as an assessment. Fines shall be levied in the manner and in the amount as determined by the Association Board of Directors and approved by the Fining Committee.

3. Invalidation of any one of the covenants by judgement or court order shall in no way affect the validity of any other provisions, which shall remain in full force and effect.

B3160 P1743

AMENDMENT TO
DECLARATION OF PARTY FACILITIES

FOR

CHERRY LANE
(A Townhouse Community)

THE FOLLOWING HAS BEEN
FILED IN THE
OFFICE OF THE
CLERK OF THE
COURT
Palm Beach County, Florida
3/19/79
Wm. H. Smith, Clerk

WHEREAS, CHERRY LANE ASSOCIATES, LTD., is the owner
of that certain tract of property described as follows:

CHERRY LANE, according to the plat thereof as
recorded in Plat Book 37, Page 129, of the
Public Records of Palm Beach County, Florida; and

WHEREAS, on March 1, 1979, CHERRY LANE ASSOCIATES, LTD.,
recorded in Official Record Book 3016, Page 1026, of the Public
Records of Palm Beach County, Florida, a Declaration of Party
Facilities for Cherry Lane, which Declaration affects and
attached to the above-described property; and

WHEREAS, CHERRY LANE ASSOCIATES, LTD., desires to amend
the Declaration of Party Facilities for Cherry Lane;

NOW, THEREFORE, the Declaration of Party Facilities
for Cherry Lane is hereby amended by deleting, or adding or
changing as follows:

Delete the following paragraph:

Whereas, Declarant, Cherry Lane Associates, Ltd.,
is the owner and fee simple of the property
described in the schedule "A" situate in being
in, Palm Beach County, Florida; and

Substitute in lieu thereof:

Whereas, Declarant, Cherry Lane Associates,
Ltd., is the owner and fee simple of that certain
tract of property described as follows:

CHERRY LANE, according to the plat thereof
as recorded in Plat Book 37, Page 129, of the
Public Records of Palm Beach County, Florida; and

Delete the following paragraph:

Whereas, Declarant is desirous of
constructing upon the aforesaid property a building

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containing four separate townhouse units connected by common walls as shown on schedule "A" attached; and

Substitute in lieu thereof:

Whereas, Declarant is desirous of constructing upon the aforesaid property buildings containing four separate townhouse units connected by common walls; and

Delete the following Paragraph

Whereas, each such townhouse unit shall share common walls with the adjacent buildings, and each such common walls will be located on an imaginary line, being more particularly described in schedule "A", which is attached hereto and made a part hereof; and

Substitute in lieu thereof:

Whereas, each townhouse unit will be separated by a vertical wall common to adjoining townhouse units and centered on the boundary line between the townhouse lots on which the adjoining townhouse units are constructed; and

Delete Paragraph 1 as follows:

1. The common walls, and limited common property shared by the townhouse units; the walls being located on an imaginary line is more particularly described in schedule "A", which is attached hereto and made a part hereof, and the limited common property being set forth in schedule "B" hereof shall be party walls, and limited common property for the perpetual benefit of and use by the owner, including his heirs, assigns, successors and grantees, of each townhouse unit.

Substitute in lieu thereof:

1. This Declaration of Party Facilities shall be a covenant running with the land. "Party wall" or "common wall" shall mean and refer to a vertical wall common to adjoining townhouse units and centered on the boundary line between the townhouse lots on which the adjoining townhouse units are constructed. Upon the completion of each building containing four adjoining townhouse units, the common walls shall be party walls for the perpetual benefit of, and use by, the owner, the owner's heirs, assigns, successors or grantees.

Delete Paragraph 6 as follows:

6. So long as there shall be a mortgage or mortgages upon any of the parcels described in schedule "A" this agreement shall not be modified, abandoned or extinguished without the consent of such mortgagee, and acquisition of one townhouse owner's property by any of the other owners shall not operate to render this agreement void, useless or extinguished, without the written approval of the holder of any then outstanding mortgage.

Substitute in lieu thereof:

6. So long as there shall be a mortgage upon any of the property affected by this declaration, this declaration shall not be modified, abandoned or extinguished without the consent of such mortgagee.

Add the following:

7. Each owner hereby grants to his adjacent owners an easement for the continuance of any encroachment of a common wall on the adjoining townhouse lot existing as a result of the construction of the common wall, or which may come into existence thereafter as a result of settling or shifting of a common wall, or as a result of a repair or a reconstruction of a common wall.

Add the following:

7. All terms used herein which are defined in the Declaration of Covenants, Conditions and Restrictions of Cherry Lane shall be used herein with the same meanings as defined in said Declaration.

This Amendment to the Declaration of Party Facilities for Cherry Lane shall become effective upon its recordation in the Public Records of Palm Beach County, Florida.

IN WITNESS WHEREOF, CHERRY LANE ASSOCIATES, LTD., has caused this Amendment to Declaration to be executed this 19th day of Oct., 1979. CHERRY LANE HOMEOWNERS ASSOCIATION, INC., and FIRST MARINE BANK & TRUST COMPANY OF THE PALM BEACHES join in the execution of this Amendment to Declaration for the purpose

B3180 P1746

of subordinating their respective interests in the property
to the terms of this Declaration.

CHERRY LANE ASSOCIATES, LTD.

By Jack Brolsma
Jack Brolsma, President of
Jack Brolsma & Associates, Inc.,
General Partner

CHERRY LANE HOMEOWNERS ASSOCIATION, INC.

By Jack Brolsma
Jack Brolsma, It's President

FIRST MARINE BANK & TRUST
COMPANY OF THE PALM BEACHES

By William T. Dougan
William T. Dougan Vice-President

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me
this 17th day of Oct., 1979, by JACK BROLSMA, President of JACK
BROLSMA & ASSOCIATES, INC., General Partner, on behalf of the
corporation.

Rama S. Fero
Notary Public, State of
Florida at Large

My commission expires
Notary Public, State of Florida
My Commission Expires August 20, 1981

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me
this 17th day of Oct., 1979, by JACK BROLSMA, President of CHERRY
LANE HOMEOWNERS ASSOCIATION, INC., a nonprofit Florida
corporation, on behalf of the corporation.

Rama S. Fero
Notary Public, State of
Florida at Large

My commission expires
Notary Public, State of Florida
My Commission Expires August 20, 1981

B3160 P1747

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me
this 19th day of Oct., 1979, by William T. Dougan Vice President
of FIRST MARINE BANK & TRUST COMPANY OF THE PALM BEACHES, a
Florida banking corporation, on behalf of the corporation.

James L. Marvel
Notary Public, State of
Florida at Large

My commission expires:
Notary Public, State of Florida at Large
My Commission Expires March 16, 1981



Record Verified
Palm Beach County, Fla.
John B. Dunkle
Clerk Circuit Court

1979 MAR -1 AM 10:09

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF

CHERRY LANE
(A Townhouse Community)

Palm Beach County, Florida 33406

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, CHERRY LANE ASSOCIATIES, LTD. is the owner of certain property to be herein- after known as CHERRY LANE, located in Palm Beach County, Florida, and more particularly described as follows:

DESCRIPTION OF: The East one half of the Northeast quarter of the Northwest quarter of the Southwest quarter of Section 25, Township 43 South, Range 42 East, Palm Beach County, Florida, and Northeast quarter of Southwest quarter of Section 25, Township 43 South, Range 42, East, Palm Beach County, Florida less the following described parcels of land:

(A) Beginning at the Northeast corner of Northeast quarter of Southwest quarter running Westerly 1342 feet to the Northwest corner of the Northeast quarter of the Southwest quarter; thence Southerly 375 feet; thence Easterly 1346 feet to the East line of the Northeast quarter of the Southwest quarter; thence Northerly 375 feet to the Point of Beginning.

(B) The South 206.25 feet of the Northeast quarter of the Southwest quarter.

(C) Beginning at a point 231.25 feet North of the Southeast corner of the East line of the Northeast quarter of the Southwest quarter; thence Westerly to the West line of the East half of the Southeast quarter of the Northeast quarter of the Southwest quarter; thence Northerly on the West line to a point 210 feet South of the North line of the East half of the Southeast quarter of the Northeast quarter; thence Easterly to the East line of the Southwest quarter; thence Southerly to the Point of beginning.

(D) Right of Way for Military Trail running through the Southwest quarter of Section 25, Township 43 South, Range 42 East, Palm Beach County, Florida.

(E) Commencing at the Northeast corner of the Southwest quarter of Section 25, Township 43 South, Range 43 East, Palm Beach County, Florida; thence S. $01^{\circ}46'24''$ W. along the East line of said Southwest quarter (the East line of said Southwest quarter is assumed to bear S. $01^{\circ}46'24''$ W. and all other bearings are relative thereto) a distance of 375.0 feet to a point; thence N. $88^{\circ}25'04''$ W. parallel with the North line of said Southwest quarter a distance of 53.0 feet to a point on the West Right of Way line of Military Trail (106' total right of way) and the Point of Beginning of the hereinafter described parcel; thence continue N. $88^{\circ}25'04''$ W. a distance of 250.0 feet to a point; thence S. $1^{\circ}46'24''$ W. a distance of 448.37 feet to a point, thence S. $88^{\circ}20'38''$ E. a distance of 225.05 feet to a point, thence N. $46^{\circ}42'53''$ E. a distance of 35.32 feet to a point on said West right of way line of Military Trail; thence N. $1^{\circ}46'24''$ E. along said right of way line, a distance of 423.74 feet to the Point of Beginning.

Containing in all 23.734 acres, more or less.

RETURN TO: Jack Olsma & Associates, Inc.
1501 Presidential Way
West Palm Beach, Florida 33401

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This instrument was prepared by:

Jack Olsma

NAME

1501 Presidential Way

ADDRESS

West Palm Beach, Florida

CITY AND STATE

BEACH 33 3013 Page 1019

hereby make the following declaration of Protective Covenants, Conditions and Restrictions covering the above-described real property, specifying that this declaration shall constitute a covenant running with the land described above and that this declaration shall be binding upon the undersigned and upon all persons derailing title through the undersigned. These protective covenants, during their lifetime, shall be for the benefit of and limitations upon all present and future owners of the real property.

1. All of the land described above less all of the land described in Exhibit "A" to be Townhouse Units, shall be known as common property, such common property shall consist of the roadways, parking areas and all unimproved areas. This common property will be owned by Cherry Lane Homeowners Association, Inc., a corporation not for profit organized under the laws of the State of Florida, hereinafter referred to as the Association. The common property is being conveyed to the Association by the undersigned by a separate instrument accorded simultaneously herewith. The Association shall administer such property in keeping with the Declaration as well as the Articles of Incorporation and By-Laws of Cherry Lane Homeowners Association, Inc., together with the Rules and Regulations promulgated by the Association.

2. The undersigned is conveying to the Association certain items of personal property to be known as limited common property. This limited common property shall consist of the water and sewer lines going from the point of connection of same to each structure containing the townhouse units to the point of connection of same to the central water distribution and sewage collection lines of Palm Beach County. These items of personal property shall be administered by the Association for the benefit of the owners of the four (4) separate townhouse units in each structure. The expense of repair, replacement, cleaning and maintenance of these lines for a particular structure shall be borne equally by the four (4) owners of the townhouse units located in such structure. Upon the expenditure of funds by the Association for any such purpose each Townhouse owner in the structure shall be assessed for his share in the expense. The assessment shall be due and payable thirty (30) days after billing, and all sums unpaid after thirty (30) days shall bear interest at the rate of ten (10%) percent per annum from the date when due until paid. All payments 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 the owner who shall fail to make his required assessment payments. The lien for unpaid assessments shall also secure costs and reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien.

3. Each owner at Cherry Lane will own fee simple title to his townhouse each of which shall be located in a structure containing four (4) separate townhouse units. Ownership of these units shall be separated by a party-wall agreement to be filed in the Public Records of Palm Beach County, Florida. The townhouse units are additionally identified by the surveys attached hereto as part of Schedule "B".

4. No townhouse owner shall in any way deface or change the color of the exterior of his townhouse. Exterior walls, roof and the fencing around the courtyard are to be maintained by each townhouse owner in quality condition at all times. Failure to maintain the townhouse in such manner will result in a thirty (30) day notice to the townhouse owner from the Association setting forth the items to be corrected. In the event the notice is not adhered to by the owner, or the owner does not file suit within the thirty (30) days to stop the Association, the Association may, contract to have such work performed and the townhouse owner will be charged for the invoices delivered by such contractors together with any reasonable costs to the Association. The Association shall have the right to file a lien for non-payment of such charges in which event the townhouse owner shall be responsible for attorneys' fees and costs. Each townhouse owner covenants and agrees that he will decorate the exterior of the dwelling upon his property in a color and finish similar to and consistent with the color and finish of the other owner's townhouse. If a townhouse owner shall desire to decorate the exterior in a color and finish other than that originally supplied by the building at the time of

construction of the townhouse units, then the consent in writing of the other townhouse owners shall be obtained prior to said decoration changes being effected, and in addition, if there shall be any mortgages upon a townhouse unit, then the consent in writing of any and all holders of first mortgages shall also be required prior to such change in decoration being affected. Nothing herein shall be construed to require a townhouse owner to obtain any approval in writing otherwise for the painting of exterior of his townhouse in a color and finish consistent and compatible with the color and finish of the other townhouse units. Normal maintenance of the roof of the townhouse units such as cleaning, re-coating or repainting, shall be done uniformly and at the same time for the entire roof of the building upon agreement of three of the four townhouse owners. The expense of such maintenance shall be borne proportionately by the townhouse owners. The proration shall be determined by the ratio of square footage of each townhouse units roof to the total of the entire of the total building. In the event of damage or destruction which is confined to the roof area wholly within the dimensions of one townhouse unit the repair or replacement shall be at the expense of the said townhouse unit owner. If the damage or destruction of adjacent roof areas is caused by the negligence or wilful misconduct of any one townhouse owner, such negligent owner shall bear the entire cost of repair or replacement. If any townhouse owner shall neglect or refuse to pay his share, or all of such cost in case of negligence or wilful misconduct, any other affected townhouse owner may have such roof repaired or replaced and shall be entitled to a lien on the townhouse 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 townhouse 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 mortgagee by the townhouse owners.

5. Property and casualty insurance on each townhouse structure shall be maintained through the Association, so as to protect each owner at the lowest reasonable cost. Each townhouse owner will be assessed annually 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. The assessment for insurance shall be due and payable when billed which assessment for insurance shall be due and payable when billed which shall be sixty (60) days prior to the expiration date of the policy covering each building at Cherry Lane 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 (10%) percent per annum from the date when due until paid. All payments 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 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 townhouse structure. The master policy shall insure all property conveyed by the undersigned at the time of the closing on the townhouse structure. Each townhouse structure owner shall insure any contents placed in the townhouse structure after the closing as well as any additions made in or to the townhouse 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 townhouse 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. All of the townhouse buildings and improvements shall be insured in any amount equal to the maximum insurable replacement value, excluding foundation and excavating costs, as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against the loss or damage by fire and other hazards covered by a standard extended coverage indorsement and floor insurance, if required.

6. Each townhouse owner shall automatically become a member of Cherry Lane Homeowners Association, Inc. by virtue of acceptance of the deed of conveyance to his townhouse. As a member of such Association, said owner shall be governed by the Articles of Incorporation, By-Laws and Rules and Regulations of the Association.

7. The Association shall collect a semi-annual charge from each townhouse owner. This charge shall be used to maintain the common property and shall be defined as being "current expenses" within the terms of the By-Laws for Cherry Lane Homeowners Association, Inc. Current expenses shall include lawn and landscape maintenance for the common property and other expenses incurred in the maintenance and operation of Cherry Lane property. The charge shall be that which is set by the Association which may be modified from time to time in keeping with the necessary adjustments in the amount required to properly maintain and operate Cherry Lane property. Each townhouse owner shall be responsible for paying his assessment charge on a current basis. Failure to pay the assessment shall result in the imposition of a lien upon his townhouse by the Association for such sum and in this event the Association shall be entitled to attorneys' fees and costs. In addition to the semiannual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the costs of any repair or replacement of any portion of the common property provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a members' meeting duly called for this purpose under the terms set forth in the By-Laws of Cherry Lane Homeowners Association, Inc.

8. Each townhouse owner shall have perpetually the full, free right to the use and enjoyment of all of the common property owned by the Association. This shall include but not be limited to a right of ingress and egress over all of the common property. This right of ingress and egress throughout the common property shall also extend to all invitees and guests of the townhouse owner. This use is, however, subject to the right of the individual townhouse owner to the exclusive use of the parking spaces as assigned by the Association.

9. All mortgagees of townhouse 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 townhouses upon which they have a mortgage loan.

10. When the mortgagee of a first mortgage of record or other purchaser of a townhouse obtains title to the dwelling as a result of foreclosure of the first mortgage, or by a deed taken in lieu of foreclosure, such acquirer of title, his successors and assigns, shall not be liable for any delinquent assessments due to the Association pertaining to such townhouse or chargeable to the former townhouse owner of such parcel which became due prior to acquisition of title as a result of the foreclosure or by a deed taken in lieu of foreclosure until said townhouse 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 townhouse owners including such inquirer, his successors and assigns.

11. Easements are specifically provided throughout the common property for any and all necessary utility services that may be necessary.

12. The undersigned shall retain sole control of the Association until all of the contemplated improvements have been completed and sales have closed on fifty (50%) percent of the units. The owners of units shall be entitled to elect one (1) member to the Board of Directors of the Association after fifty (50%) percent of the units are sold and closed, and a majority of the Board when eighty (80%) percent of the units are sold. During the period the undersigned has sole control of the Association, it has the sole right to amend this declaration of protective covenants, conditions and restrictions without requirement of the joinder of any townhouse owner. Provided, however, written joinder and consent of all mortgagees of any property in Schedule "B" shall be required. Further, the undersigned shall have veto power on any act of the Board of Directors as long as the Developer owns units on any decision of the Board that affects the marketability of any units still owned by the undersigned.

13. The undersigned has arranged for the wiring in conduits capable of furnishing master cable television system to Cherry Lane. Each owner shall be responsible for any charges for the use of such master antenna cable television facility. In no event shall any exterior radio or television antennas be permitted.

14. Any lien referred to in this Declaration shall not be effective unless and until same has been recorded in the Public Records of Palm Beach County, Florida.

15. In the event a townhouse unit is damaged, through an act of God or other casualty, that unit owner shall promptly cause and allow his townhouse to be repaired and rebuilt substantially in accordance with the original architectural plans and specifications. It shall be the duty of the Association to use insurance proceeds on the units to accomplish such repair and rebuilding of the townhouse unit to comply with this responsibility.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of ten (10) years from the date these covenants are recorded after which time they shall be extended automatically for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the townhouses and their mortgagees has been recorded agreeing to change the covenants in whole or in part, except as otherwise provided in paragraph 11 above.

Enforcement shall be by action against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages. The party bringing the action shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his attorney.

Invalidation of any one of these covenants by judgment or Court Order shall in no way affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, I have set my hand and seal this 28th
day of February, 1979.

CHERRY LAND ASSOCIATES LTD.
BY: JACK BROLSMA & ASSOCIATES, INC.


Jack Brolsma, President

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this 28th day of February, 1979,
before me personally appeared JACK BROLSMA, to me well known to be
the individual described in the who executed the foregoing instrument,
and acknowledged its execution to be his free act and deed for the
purposes therein expressed.

WITNESS my signature and official seal this 28th day of
February, 1979.


Notary Public, State of Florida at Large

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires August 20, 1982



FORM 997 3016 PAGE 1025
DEACH REC

Record Verified
Palm Beach County, Fla.
John B. Dunkle
Clerk Circuit Court

B3160 P1734

This instrument was prepared by:

James Stanley
212 *Cherry Lane*
Palm Beach, Florida

AMENDMENT TO

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

CHERRY LANE

(A Townhouse Community)

WHEREAS, CHERRY LANE ASSOCIATES, LTD., is the owner of certain property to be hereinafter known as "Cherry Lane", located in Palm Beach County, Florida, and more particularly described as follows:

CHERRY LANE, according to the Plat thereof as recorded in Plat Book 37, Page 129, of the Public Records of Palm Beach County, Florida.

WHEREAS, on March 1, 1979, CHERRY LANE ASSOCIATES, LTD., recorded in Official Record Book 3016, Page 1019, of the Public Records of Palm Beach County, Florida, a Declaration of Covenants, Conditions and Restrictions of Cherry Lane, which Declaration affects and attached to the above-described property; and

WHEREAS, CHERRY LAND ASSOCIATES, LTD., desires to amend the Declaration of Covenants, Conditions and Restrictions of Cherry Lane;

NOW, THEREFORE, the Declaration of Covenants, Conditions and Restrictions of Cherry Lane is hereby amended by deleting, or adding or changing as follows:

Delete Paragraph 1 as follows:

All of the land described above plus all of the land described in Exhibit "A" to be Townhouse Units, shall be known as common property, such common property shall consist of the roadways, parking areas and all unimproved areas. This common property will be owned by Cherry Lane Homeowners Association, Inc., a corporation not for profit organized under the laws of the State of Florida, hereinafter referred to as the Association. The common property is being conveyed to the Association by the undersigned by a separate instrument accorded simultaneously herewith. The Association shall administer such property in keeping with the Declaration as well as the Articles of Incorporation and By-Laws of Cherry Lane Homeowners Association,

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W.C.

Inc., together with the Rules and Regulations promulgated by the Association.

Substitute in lieu thereof:

1. All of the land in the plat of Cherry Lane, recorded in Plat Book 37, Page 129, Public Records of Palm Beach County, Florida, less all of the land described as Townhouse Lots in the Plat of Cherry Lane, shall be known as common property. Such common property shall consist of the roadways, parking areas, water management tract and unimproved areas. This common property will be owned by Cherry Lane Homeowners Association, Inc., a corporation not for profit organized under the laws of the State of Florida, hereinafter referred to as the "Association". Unless sooner conveyed, Cherry Lane Associates, Ltd., will convey the common areas to the Association free and clear of all liens and encumbrances (except for any easements granted for public utilities or for other public purposes consistent with the intended use of such property) at such time as seventy percent (70%) of the lots in Cherry Lane have been sold to bona fide purchasers who have closed or who are legally obligated to close. The Association shall administer such property in keeping with this Declaration as well as the Articles of Incorporation and By-Laws of Cherry Lane Homeowners Association, Inc., together with the Rules and Regulations promulgated by the Association.

Paragraph 3 is deleted in its entirety as follows:

Each owner at Cherry Lane will own fee simple title to his townhouse each of which shall be located in a structure containing four separate townhouse units. Ownership of these units shall be separated by a party wall agreement to be filed in the Public Records of Palm Beach County, Florida. The townhouse units are additionally identified by the surveys attached hereto as part of Schedule "B".

Substitute in lieu thereof:

3. Each owner at Cherry Lane will own fee simple title to his townhouse lot and the townhouse unit constructed thereon. Ownership of adjoining townhouse lots and the townhouse units constructed thereon shall be separated by a party wall agreement to be filed in the Public Records of Palm Beach County, Florida.

Paragraph 10 is deleted in its entirety as follows:

When the mortgagee of a first mortgage of record or other purchaser of a townhouse obtains title to the dwelling as a result of foreclosure of the

first mortgage, or by a deed taken in lieu of foreclosure, such acquirer of title, his successors and assigns, shall not be liable for any delinquent assessments due to the Association pertaining to such townhouse or chargeable to the former townhouse owner of such parcel which became due prior to acquisition of title as a result of the foreclosure or by a deed taken in lieu of foreclosure until said townhouse 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 townhouse owners, including such inquirer, his successors and assigns.

Substitute in lieu thereof:

10. The lien of the assessments provided herein shall be subordinate to the lien of any institutional first mortgage placed upon Cherry Lane or any portion thereof subject to assessment. Sale or transfer of such property pursuant to a judgment of foreclosure, or any other proceeding or deed in lieu of foreclosure, shall relieve such property from assessments previously levied, but shall not relieve such property from liability for any assessments assessed after such acquisition of title, nor from the lien of any such subsequent assessment. This clause is not intended to relieve, and does not relieve, a mortgagor from a personal obligation to pay delinquent assessments. Unpaid assessments shall be deemed to be a common assessment, collectible from all of the townhouse owners.

Paragraph 12 is deleted in its entirety as follows:

The undersigned shall retain sole control of the Association until all of the contemplated improvements have been completed and sales have closed on fifty (50%) percent of the units. The owners of units shall be entitled to elect one (1) member to the Board of Directors of the Association after fifty (50%) percent of the units are sold and closed, and a majority of the Board when eighty (80%) percent of the units are sold. During the period the undersigned has sole control of the Association, it has the sole right to amend this declaration of protective covenants, conditions and restrictions without requirement of the joinder of any townhouse owner. Provided, however, written joinder and consent of all mortgagees of any property in Schedule "B" shall be required. Further, the undersigned shall have veto power on any act of the Board of Directors as long as the Developer owns units on any decision of the Board that affects the marketability of any units still owned by the undersigned.

Substitute in lieu thereof:

12. The undersigned shall retain control of the Association until all of the contemplated

improvements have been completed and the sales have closed on fifty (50%) percent of the units. The owners of units shall be entitled to elect one (1) member of the Board of Directors of the Association after fifty (50%) percent of the units are sold and closed, and a majority of the Board when eighty (80%) percent of the units are sold and closed. During the period the undersigned has sole control of the Association, it has the sole right to amend this Declaration of Protective Covenants, Conditions and Restrictions without requirement of the joinder of any townhouse owner. Once control of the Association has been turned over to the members of the Association, the Association may amend this Declaration of Covenants, Conditions and Restrictions of Cherry Lane in the following manner. A resolution for the adoption of a proposed amendment may be proposed by either a majority of the Board of Directors or ten (10%) percent of the members of the Association. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting of the Association at which a proposed amendment is to be considered. Adoption of the proposed amendment shall require the consent of seventy-five (75%) percent of the voting members. A certificate by the Secretary of the Association shall then be recorded in the Public Records of Palm Beach County, Florida, certifying that a meeting of the members of the Association was duly held and that seventy-five (75%) of the voting members adopted the resolution which should be attached to said certificate. In no event shall any amendment to this Declaration of Covenants, Conditions and Restrictions of Cherry Lane affect the lien security or value of the security of a institutional first mortgagee having a mortgage on an individual townhouse lot without the joinder of said institutional mortgagee. No amendment shall change the maintenance obligation of Cherry Lane Homeowners Association, Inc., to maintain the common areas unless such common areas are dedicated to the appropriate municipal authority. As long as the undersigned owns units and is attempting to sell said units in the ordinary course of business neither the association nor the Board of Directors may pass any resolution or amend these documents in such a manner that would adversely affect the marketability of said unsold units.

Delete the second paragraph of Paragraph 15 as follows:

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of ten (10) years from the date these covenants are recorded after which time they shall be extended automatically for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the townhouses and their mortgagees has been recorded agreeing to change the covenants in whole or in part, except as otherwise provided in Paragraph 11 above.

Substitute in lieu thereof:

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded after which time they shall be extended automatically for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the townhouses and their mortgagees has been recorded agreeing to change the covenants in whole or in part, except as otherwise provided in Paragraph 11 above.

Add the following:

16. "Lot", "Townhouse Lot", "Townhouse", "Townhouse Structure" and "Townhouse Unit" shall mean and refer to the lot as shown by the recorded Plat of Cherry Lane, together with the dwelling unit constructed thereon.

Add the following:

17. Notwithstanding anything to the contrary:

(A) Each townhouse lot is conveyed together with an easement for the continuance of all encroachments by the dwelling unit on any adjoining townhouse lots in common areas existing as a result of the construction of the dwelling unit, or which may come into existence thereafter as a result of the settling or shifting of the dwelling unit, or as a result of the repair or restoration of the dwelling unit, after damage or destruction by fire or other casualty, or by reason of an alteration to or repair of the common areas.

(B) Each townhouse lot, and the appurtenant right to use and enjoy the common areas, is conveyed subject to easements in favor of adjoining dwelling units and in favor of the common areas for the continuance of all encroachments of such adjoining dwelling units or common areas on the townhouse lot and existing as a result of the construction of the adjoining dwelling units, or which may come into existence thereafter as a result of the settling or shifting of the adjoining dwelling units, or as a result of the repair or restoration of the adjoining dwelling units or the common areas after damage or destruction by fire or other casualty, or by reason of an alteration to or repair of the common areas.

(C) Each townhouse lot is conveyed together with an easement in common with the owners of other townhouse lots to use any utility and service lines and systems, including, but not limited to, water, sewer, gas, telephone, electricity and cable located upon, across, over, through and under any of the

other townhouse lots or elsewhere on Cherry Lane and serving the townhouse lot.

(D) Each townhouse lot, and the appurtenant right to use and enjoy the common areas, is conveyed subject to an easement in favor of the other townhouse lots and the Association to use any utility and service lines and systems, including, but not limited to, water, sewer, gas, telephone, electricity and cable located upon, across, over, through and under the townhouse lot, and serving the other townhouse lots or the common areas.

(R) Unless at least two-thirds of the first mortgagees (based upon one vote for each mortgage owned) and owners (other than Cherry Lane Associates, Ltd.) of the individual townhouse lots in Cherry Lane have given their prior written approval, the Association shall not be entitled to:

(1) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the common property owned by the Association (the granting of easements for public utilities or for other public purposes consistent with the intended use of such common property by the townhouse lot owners shall not be deemed a transfer within the meaning of this provision);

(2) Change the method of determining the obligations, assessments, dues or other charges which may be levied against a townhouse lot owner;

(3) By act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design of the exterior appearance of townhouse units, the exterior maintenance of townhouse units, or the maintenance of the common areas;

(4) Fail to maintain fire and extended coverage on insurable common property on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost);

(5) Use hazard insurance proceeds for losses to any common property for other than to repair, replacement or reconstruction of such common property.

(P) The Association must have fire and extended coverage insurance for no less than one hundred percent (100%) of the replacement cost of insurable common property. Such insurance must name as the insured the homeowners association for the benefit of the unit owners.

(G) The Association shall have fidelity coverage against dishonest acts on the part of directors, managers, trustees, employees or volunteers responsible for handling funds collected and held for the benefit of the townhouse lot owners. The fidelity bond or insurance must name the Association as the named insured and shall be written in amount sufficient to provide

protection which is in no event less than one and one-half times the insured's estimated annual operating expenses in reserves. In connection with such coverage, an appropriate endorsement to the policy to cover any persons who would serve without compensation shall be added if the policy would not otherwise cover volunteers.

(H) The Association shall have a comprehensive policy of public liability insurance covering all of the common property. Such insurance shall contain a "severability of interest" clause or endorsement which shall preclude the insurer from denying the claim of townhouse lot owners because of negligent acts of the Association, or other townhouse lot owners. The scope of coverage shall include all other coverage in the kind and amounts commonly required by private institutional mortgage investors for Planned Unit Developments similar in construction, location and use. Coverage shall be for a least \$1,000,000.00 per occurrence for personal injury and/or property damage.

(I) First mortgagees of townhouse lots may, jointly or singly, pay taxes or other charges which are in default which may or have become a charge against any common property and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such common property and first mortgagee's making such payment shall be owed immediately reimbursement therefor from the Association.

(J) No townhouse lot owner, or any party, shall have priority over any right of the first mortgagee to a townhouse lot, in the case of a distribution to such lot owner of insurance proceeds or condemnation awards for losses to or a taking of common property.

(K) Upon request, the Association shall provide to an institutional first mortgagee a list containing the name and permanent residence address of each individual or entity which owns or is under contract to purchase a townhouse lot.

(L) The Association's assessments shall include an adequate reserve fund for maintenance, repairs and replacements of those elements of the common property that must be replaced on a periodic basis, and such assessments shall be payable in regular installments rather than by special assessments.

(M) The Association, upon request, shall furnish written notification to a first institutional mortgagee of any default in the performance by a townhouse lot owner-borrower of any obligation under this Declaration which is not cured within sixty (60) days.

(N) Any agreement for professional management of Cherry Lane or any other contract providing for services of Cherry Lane Associates, Ltd., shall not exceed three (3) years. Any such agreement shall provide for termination by either party without cause and without payment of a

termination fee on ninety (90) days or less written notice.

(O) Any amendment of this Declaration which would affect the lien, security or value of the security of any institutional first mortgagee, or the salability of a first mortgage on the secondary market, shall require the joinder and consent of the institutional first mortgagee.

This Amendment to the Declaration of Covenants, Conditions and Restrictions of Cherry Lane shall become effective upon its recordation in the Public Records of Palm Beach County, Florida.

IN WITNESS WHEREOF, CHERRY LANE ASSOCIATES, LTD., has caused this Amendment to Declaration to be executed this 17 day of Oct., 1979.

CHERRY LANE HOMEOWNERS ASSOCIATION, INC., and FIRST MARINE BANK & TRUST COMPANY OF THE PALM BEACHES join in the execution of this Amendment to Declaration for the purpose of subordinating their respective interests in the property to the terms of this Declaration.

CHERRY LANE ASSOCIATES, LTD.

By Jack Brolsma
Jack Brolsma, President of
Jack Brolsma & Associates, Inc.,
General Partner

CHERRY LANE HOMEOWNERS
ASSOCIATION, INC.

By Jack Brolsma
Jack Brolsma, Its President

FIRST MARINE BANK & TRUST
COMPANY OF THE PALM BEACHES

By William T. Duggan
William T. Duggan
Its Vice President

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 17 day of Oct., 1979, by JACK BROLSMA, President of JACK

B3160 P1742

BROLSMA & ASSOCIATES, INC., General Partner, on behalf of the corporation.

Ramon B. Brolsma
Notary Public, State of
Florida at Large

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires August 20, 1981

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 17th day of Oct., 1979, by JACK BROLSMA, President of CHERRY LANE HOMEOWNERS ASSOCIATION, INC., a nonprofit Florida corporation, on behalf of the corporation.

Ramon B. Brolsma
Notary Public, State of
Florida at Large

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires August 20, 1981

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 17th day of Oct., 1979, by William T. Dougan, Vice President, FIRST MARINE BANK & TRUST COMPANY OF THE PALM BEACHES, a Florida banking corporation, on behalf of the corporation.

James L. Danvel
Notary Public, State of
Florida at Large

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires March 16, 1981

Record Verified
Palm Beach County, Fla.
John B. Dunkle
Clerk Circuit Court

5. Per the membership vote, the roof/shakes repair, maintenance and replacement are the Association responsibility, the cost of which shall be equally assessed as a common expense against all owners. Before a roof replacement, the Board of Directors, owners and contractors will inspect the air conditioning system to agree on the equipment conditions. If any of the owner's air conditioning system requires repair or replacement in order for the roof to be replaced, it may be performed by the association, at the cost of the owner (s) and payable in thirty (30) days. Any work on the air conditioning system required to comply with new local or State codes will also be at the cost of the owner (s) and payable in thirty (30) days.

6. Termites in units and fences, are the responsibility of the unit owners. If termites are found, the Board of Directors must be immediately notified. The Board of Directors shall demand that the units under the same roof be tested at the cost of the affected owners. Affected owners shall be all owners sharing a common roof in a building where any part suffers from termite infestation. If the building is to be tented, all affected owners shall promptly cause and allow the building to be treated. The Board of Directors with the co-operation of the affected owner (s), shall promptly obtain bids to treat the unit (s). The Board of Directors will select the contract most beneficial for the affected owner (s), schedule and commence the work, pay the contractor and equally assess the cost to complete the work to the affected owner (s). This assessment will be collectable within thirty days (30) of the due date or a lien may be filed on the townhouse unit.

7. Failure to maintain the townhouse in the manner referenced above will result in a thirty (30) day notice to the townhouse owner from the Board of Directors setting forth the items to be corrected. The thirty days notice will also specify a day, time and place for a hearing meeting with the Arbitration Committee shall include one Board of Directors representative and three to five resident owners nominated by the Board of Directors. In the event the owner does not present himself to the hearing meeting, or the owner does not file suit within the thirty (30) days to stop the Association procedure, and the thirty (30) days notice is not adhered to by the Owner, the Board of Directors may start procedures to obtain legal access to the townhouse owner's courtyard and may contract or have such work performed. The townhouse owner will be charged for all legal costs and invoices delivered by such contractors together with any reasonable cost to the Association. All these charges will be collectable within thirty (30) days of their due date, or a lien may be filed on the townhouse unit. Additionally, if the non compliance is related to the trees damaging the roof and shakes, the owner will be made responsible for the repair or replacement of the shakes area involved.

ARTICLE IV

Insurance

1. Property and casualty insurance to cover all townhouse structure shall be maintained by the Association on a master policy basis, so as to protect each owner at the lowest reasonable cost. The master policy shall insure all property as originally conveyed by the developer. Each townhouse owner shall insure any contents placed in the townhouse structure after the developer closing, as well as any additions made in or to the townhouse structure by the owner as each owner may desire. All of the townhouse buildings and common property improvements shall be insured in an amount equal to the

maximum insurable replacement value, as determined annually by the Board of Directors of the Association, with the expertise of a Professional Appraiser. Such coverage shall afford protection against the loss or damage by fire and other hazards covered by a standard extended coverage endorsement. Flood insurance is not covered and should be independently purchased by the owners. The Association shall also purchase such insurance as may be necessary on the common property to protect the Association and the townhouse owners.

2. Public liability insurance. A comprehensive policy or policies of general liability insurance naming Cherry Lane Homeowners Association, Inc., and including the Owners as insured thereunder insuring against any and all claims or demand made by any person or persons whomsoever for injuries received in connection with or arising from the operation, maintenance and use of the Community Area and any improvements and buildings located thereon and for any other risks insured against by such policies with limits of not less than one million dollars (\$1,000,000.) for bodily injury and property damage for any single occurrence.

3. The insurance premiums shall be a common expense equally collectible from all townhouse unit owners, while affected owners are responsible for the deductible on any claim.

4. 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. In the event a townhouse unit is damaged, through an act of God or other casualty, that unit owner shall promptly cause and allow his unit to be repaired and rebuilt in accordance with the original architectural plans and specifications. It shall be the duty of the unit (s) owner (s) and the Association to use insurance proceeds deposited in escrow account (s), to accomplish such repairs and rebuilding of the townhouse unit (s) to comply with this responsibility. (Attorney to be consulted about Mortgagee comments on this paragraph).

ARTICLE V

Membership

Each townhouse owner shall automatically become a member of Cherry Lane Homeowners Association, Inc., by virtue of acceptance of the deed of conveyance to his townhouse. As a member of such Association, said owner shall be governed by this Declaration, the Articles of Incorporation, Bylaws and Rules and Regulations of the Association.

ARTICLE VI

Assessments

1. The Association shall collect an annual assessment from each townhouse owner, which annual assessment shall be payable in either quarterly or monthly installments, as determined by the Board. This charge shall be used to maintain the common property and shall be defined as being "current expenses" within the terms of the Bylaws for Cherry Lane Homeowners Association, Inc.. Current expenses shall include but not be limited to lawn and landscape maintenance for the common property and other expenses incurred in the maintenance and operation of Cherry Lane property. The charge shall be that which is set by