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AGREEMENT

ORB 5663 Pg 1813

THIS AGREEMENT, made this 20<sup>th</sup> day of April, 1988 by and between LONDON PROPERTIES, INC., its successors and assigns, and THE COVENTRY GREEN HOMEOWNERS ASSOCIATION, INC.

WHEREAS, the Parties to this Agreement wish to promote the benefits of membership in the COVENTRY GREEN HOMEOWNERS ASSOCIATION, INC., and

WHEREAS, LONDON PROPERTIES, INC. as owner of the majority of the Units comprising the current membership of the COVENTRY GREEN HOMEOWNERS ASSOCIATION, INC., and

AND IN CONSIDERATION of the mutual promises made between the Parties, and the modification of the Declaration of Covenants and Restrictions for Coventry Green through the First Amended and Restated Declaration of Covenants and Restrictions for Coventry Green, attached and incorporated herein as Attachment "A",

AND IN CONSIDERATION of the modification of the By-Laws of the Coventry Green Homeowners Association, Inc. through the creation of the First Amended and Restated By-Laws of the Coventry Green Homeowners Association, Inc., attached and incorporated herein as Attachment "B",

AND IN CONSIDERATION of the modification of the Rules and Regulations of Coventry Green Homeowners Association, copies of said Amended By-Laws, Declarations and Rules and Regulations being attached to and incorporated herein, as Attachment "C",

AND IN CONSIDERATION of the promises of joinder in the Association by all owners not currently bound by the aforescribed documents,

IT IS AGREED between LONDON PROPERTIES, INC., and the COVENTRY GREEN HOMEOWNERS ASSOCIATION, INC. and each of the individual members of said Association and each joining unit as represented by the unit owner's signature herein below written, as follows:

✓ Glickman & Withers  
1870 Forest Hill Blvd Ste. 203  
33406 964-1616 (C.R.B. II)

## BUDGET

1. An annual budget, attached and incorporated herein as Exhibit "D" and is hereby adopted and is henceforth subject to the First Amended and Restated By-Laws, Article VI.

2. Payments under said budget are required beginning November 1, 1987.

## DECLARATION OF COVENANTS AND RESTRICTIONS

3. So long as LONDON PROPERTIES, INC. owns fifty percent (50%) or more of the Units entitled to vote as members of the COVENTRY GREEN HOMEOWNERS ASSOCIATION, INC. said Association shall:

a. Approve a special assessment for capital improvements only if such assessments shall have the assent of eighty percent (80%) of the votes of the members of the COVENTRY GREEN HOMEOWNERS ASSOCIATION. (Reference Article V Section IV Declarations)

b. Amend the Declarations only by the affirmative vote of not less than eighty percent (80%) of the votes of the members of the Association. (Reference Article IX, Section 2, Declarations)

## BY-LAWS

4. So long as LONDON PROPERTIES, INC. owns fifty percent (50%) or more of the Units entitled to vote as members of the COVENTRY GREEN HOMEOWNERS ASSOCIATION, INC., said Association shall:

a. Whenever the vote of members at a meeting is required or permitted by any provision of the By-Laws to be taken in connection with any action of the Association, the meeting and vote of members may be dispensed with only if three-fourths (3/4) of the members who would have been entitled to vote upon the action if said meeting were held shall

consent, in writing, to such action being taken; however, notice of such action shall be given to all members. (Reference Article III, Section 5, By-Laws)

b. Remove no Director with or without cause, unless said removal is approved by not less than eighty percent (80%) of the total votes at any meeting called for such purpose. (Reference Article IV, Section 2, By-Laws)

c. Not increase (or decrease) the annual budget and assessments based thereupon more than ten percent (10%) per year, excluding actual costs of insurance coverage, unless such greater increase (or decrease) shall be approved at the annual meeting, a special meeting, or by written approval. Such approval shall be by eighty percent (80%) of all members. (Reference Article VI, Section 4 (d), By-Laws)

d. Amended the First Amended and Restated By-Laws only by the affirmative vote of the voting members casting not less than eighty percent (80%) of the total vote of the membership. (Reference Article IX, By-Laws)

e. At least two members of the Board of Directors shall be lot owners other than London Properties, Inc., elected by lot owners other than London Properties, Inc.

During the term of this Agreement, London Properties, Inc. may deem more than one officer as a member of the Association so as to qualify as a Director.

#### PAST DUE FEES

5. Unit Owners who are or become members of the Coventry Green Homeowners Association, Inc., hereby agree to pay the

Association their pro-rata share of all expenses including past insurance premiums incurred from the date said Unit Owner took title of his unit or units until the date of execution of this Agreement.

Said past due fees shall be due within a reasonable time, not to exceed sixty (60) days from the date hereof. In the event said monies are not paid before the expiration of that sixty (60) day period, the Association shall have the right to exercise all of its rights of enforcement available to it through the First Amended Declaration, and First Amended By-Laws, which are incorporated herein by this reference.

6. Unit Owners agree that the fees referenced above shall be paid over by the Association to London Properties, Inc., as reimbursement to it and in recognition of its right to said fees.

7. The Association is authorized to take any action necessary to compel the joinder of unit owners who are not members of the Association or to restrict their use of the common elements.

8. London Properties, Inc., shall convey to THE COVENTRY GREEN HOMEOWNERS ASSOCIATION, INC., ownership of the common elements within the PUD of Coventry Green at Wellington, as described in Plat Book 42, at Page 178 of the Public Records of Palm Beach County, Florida.

9. Homeowners signing this agreement will concur and participate in any and all legal efforts to encourage or compel either membership in the Association by non-participating unit owners or through collection efforts for reimbursement of monies due the Association for use of the common properties.

Paragraphs one (1) through four (4) of this Agreement shall be binding and enforceable from the effective date until LONDON PROPERTIES shall own less than fifty percent (50%) of the Units that are members of the COVENTRY GREEN HOMEOWNERS ASSOCIATION, INC. Said Agreement may be enforced by any member in good standing of the COVENTRY GREEN HOMEOWNERS ASSOCIATION, INC. Paragraphs five (5) through nine (9) shall have continuing effectiveness.

## RULES

10. It is expressly agreed between the parties that Dr. Wallace S. Karutz and London Properties, Inc. are exempt from that portion of Rule 1 which restricts leases to a period of one year. This exemption shall be valid for a period of two years from the date of recording of this Agreement, thereafter this rule will be applicable to them.

It is agreed that where conflicts arise between this Agreement, the Rules and Regulations, the First Amended and Restated By-Laws, and the First Amended and Restated Declaration of Covenants and Restrictions for COVENTRY GREEN, this Agreement shall, for the limited purposes and time herein stated, govern.

This is not a certified copy

THIS AGREEMENT executed this 8 day of March,

1988. As to Wallace S. Karutz for Coventry Green Homeowners Association, Inc., sworn to and subscribed to before me.  
and as President of London Properties, Inc.,

Wallace S. Karutz  
COVENTRY GREEN HOMEOWNERS  
INC.

U. Donald Hilley  
Notary Public  
Wallace S. Karutz  
LONDON PROPERTIES, INC.

Gary E. Cook  
UNIT OWNER

Mary Ann Cook  
UNIT OWNER  
OFFICIAL SEAL  
V. DONALD HILLEY  
Notary Public State of Florida  
My Commission Expires  
December 2, 1990

In consideration of the mutual promises herein above stated,  
I, We, GARY E. COOK and MARY ANN COOK, Owners of Unit Number \_\_\_\_\_  
whose address is 1917 Canterbury Circle, West Palm Beach, FL 33414  
Unit 1, Building A, Plat Book 42 Pg 178, Public Records of Palm Beach County, FL.  
hereby agree to join as a Member of the COVENTRY GREEN HOMEOWNERS  
ASSOCIATION, INC. I understand that my joinder to this agreement  
shall make my unit henceforth subject to the Provisions of the  
First Amended and Restated By-Laws of the COVENTRY GREEN  
HOMEOWNERS ASSOCIATION, INC., the rules and regulations of the  
COVENTRY GREEN HOMEOWNERS ASSOCIATION, INC., and the First  
Amended and Restated Declaration of Covenants and Restrictions  
for COVENTRY GREEN HOMEOWNERS ASSOCIATION, INC. which shall  
forthwith be recorded. My unit shall henceforth and forevermore  
be subject to the documents above stated and shall run with the  
land forever.

STATE OF FLORIDA  
COUNTY OF PALM BEACH

Before me personally appeared GARY E. COOK and MARY ANN  
COOK, his wife, to me well known and known to me to be the  
persons described in and who executed the foregoing instrument,  
and acknowledged to and before me that they executed said  
instrument for the purposes therein expressed.

Witness my hand and official seal, this 8 day of March,  
1988.

U. Donald Hilley  
Notary Public

My Commission Expires:

THIS AGREEMENT executed this 8 day of March,

1988. As to Wallace S. Karutz for Coventry Green Homeowners Association, Inc., sworn to and subscribed to before me. and as President of London Properties, Inc.,

Wallace S. Karutz  
COVENTRY GREEN HOMEOWNERS INC.

Wallace S. Karutz  
LONDON PROPERTIES,

V. Donald Hilley  
Notary Public  
OFFICIAL SEAL  
V. DONALD HILLEY  
Notary Public State of Florida  
My Commission Expires  
December 2, 1988

Robert Baker  
UNIT OWNER

Dolores Baker  
UNIT OWNER

In consideration of the mutual promises herein above stated, I, We, ROBERT BAKER and DOLORES BAKER Owners of Unit Number \_\_\_\_\_ whose address is 1933 Canterbury Circle, West Palm Beach, FL 33414 (Unit 3, Building B of Plat Book 42, pg 178 Public records of Palm Beach County) hereby agree to join as a Member of the COVENTRY GREEN HOMEOWNERS ASSOCIATION, INC. I understand that my joinder to this agreement shall make my unit henceforth subject to the Provisions of the First Amended and Restated By-Laws of the COVENTRY GREEN HOMEOWNERS ASSOCIATION, INC., the rules and regulations of the COVENTRY GREEN HOMEOWNERS ASSOCIATION, INC., and the First Amended and Restated Declaration of Covenants and Restrictions for COVENTRY GREEN HOMEOWNERS ASSOCIATION, INC. which shall forthwith be recorded. My unit shall henceforth and forevermore be subject to the documents above stated and shall run with the land forever.

STATE OF FLORIDA  
COUNTY OF PALM BEACH

Before me personally appeared ROBERT BAKER and DOLORES BAKER, his wife, to me well known and known to me to be the persons described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

Witness my hand and official seal this 8 day of March, 1988.

V. Donald Hilley  
Notary Public

My Commission Expires:  
1988

THIS AGREEMENT executed this 14 day of March.

19 88. As to Wallace S. Karutz, for Coventry Green Homeowners Association, Inc., sworn to and subscribed to before me and as President of London Properties, Inc.,

Wallace S. Karutz  
COVENTRY GREEN HOMEOWNERS  
INC.

Wallace S. Karutz  
LONDON PROPERTIES, INC.

OFFICIAL SEAL  
V. DONALD HILLEY  
Notary Public State of Florida  
My Commission Expires  
December 2, 1990

Ralph R. Amodie  
UNIT OWNER

Elizabeth Amodie  
UNIT OWNER

In consideration of the mutual promises herein above stated, I, Ralph R. Amodie + Elizabeth Amodie, his wife, Owner of Unit Number B-1 whose address is 1941 Canterbury Circle, W.P.B., FL (Unit 1 Building B, Plat Book 42 page 178, Public Records of Palm Beach County, FL) hereby agree to join as a Member of the COVENTRY GREEN HOMEOWNERS ASSOCIATION, INC. I understand that my joinder to this agreement shall make my unit henceforth subject to the Provisions of the First Amended and Restated By-Laws of the COVENTRY GREEN HOMEOWNERS ASSOCIATION, INC., the rules and regulations of the COVENTRY GREEN HOMEOWNERS ASSOCIATION, INC., and the First Amended and Restated Declaration of Covenants and Restrictions for COVENTRY GREEN HOMEOWNERS ASSOCIATION, INC. which shall forthwith be recorded. My unit shall henceforth and forevermore be subject to the documents above stated and shall run with the land forever.

STATE OF FLORIDA  
COUNTY OF PALM BEACH

Before me personally appeared RALPH A. <sup>and</sup> ELIZABETH AMODIE, to me well known and known to me to be the persons described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

Witness my hand and official seal, this 16<sup>th</sup> day of March, 1988.

Marcelle M. [Signature]  
Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES: FEB. 7, 1991.  
WRITTEN BY NOTARY PUBLIC UNDERWRITERS.

THIS AGREEMENT executed this 14<sup>th</sup> day of March,

19 88. As to Wallace S. Karutz, for Coventry Green Homeowners Association, Inc., sworn to and subscribed to before me. and as President of London Properties, Inc.,

*Wallace S. Karutz*  
Notary Public

*Wallace S. Karutz*  
COVENTRY GREEN HOMEOWNERS INC.

*Wallace S. Karutz*  
LONDON PROPERTIES, INC.



*Joseph C. Skender*  
UNIT OWNER

*Shirley Skender*  
UNIT OWNER

In consideration of the mutual promises herein above stated, I, Joseph C. Skender and Shirley Skender, Owner of Unit Number A-6 whose address is Unit #6, Building A of Plat Book 42 page 178 of the Public Records of Palm Beach County, FL. hereby agree to join as a Member of the COVENTRY GREEN HOMEOWNERS ASSOCIATION, INC. I understand that my joinder to this agreement shall make my unit henceforth subject to the Provisions of the First Amended and Restated By-Laws of the COVENTRY GREEN HOMEOWNERS ASSOCIATION, INC., the rules and regulations of the COVENTRY GREEN HOMEOWNERS ASSOCIATION, INC., and the First Amended and Restated Declaration of Covenants and Restrictions for COVENTRY GREEN HOMEOWNERS ASSOCIATION, INC. which shall forthwith be recorded. My unit shall henceforth and forevermore be subject to the documents above stated and shall run with the land forever.

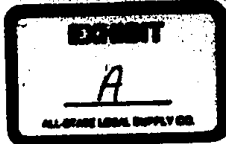
STATE OF FLORIDA  
COUNTY OF PALM BEACH

Before me personally appeared JOSEPH and SHIRLEY SKENDER, to me well known and known to me to be the persons described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed. Witness my hand and official seal, this 14<sup>th</sup> day of March, 1988.

*V. Donald Hilley*  
Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES FEB. 7, 1991.  
WONDER THROUGH NOTARY PUBLIC AND WRITERS.



FIRST AMENDED AND RESTATED  
DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
COVENTRY GREEN

ORB 5663 Pg 1822

THIS FIRST AMENDED AND RESTATED DECLARATION, made this 20<sup>th</sup> day of April, 1998, by LONDON PROPERTIES, INC., a Florida Corporation, and all of the unit owners at Coventry Green, hereinafter called "Declarants".

WITNESSETH:

**WHEREAS,** Declarants, are the owners of the real property described in Exhibit A of this Declaration and desire to create thereon a planned community with permanent parks, playgrounds, open spaces, and other community facilities for the benefit of the said community; and

**WHEREAS,** Declarants desire to provide for the preservation and enhancement of the property values, amenities and opportunities in said community and for the maintenance of the properties and improvements thereon, and to this end desire to subject the real property described in Exhibit A to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

**WHEREAS,** Declarants have deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of owning, maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created and promoting the recreation, and welfare of the residents; and

**WHEREAS,** There has been created under the laws of the State of Florida the **COVENTRY GREEN HOMEOWNERS ASSOCIATION, INC.**, as a non-profit corporation for the purpose of exercising the functions aforesaid;

**NOW, THEREFORE,** The Declarants declare that the real property described in Exhibit A, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easement, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

**ARTICLE I**  
**Definitions**

Section 1. "Declaration" shall mean the covenants, conditions and restrictions and all other provisions herein set forth in this entire Document, as if may from time to time be amended.

Section 2. "Association" shall mean and refer to **COVENTRY GREEN HOMEOWNERS ASSOCIATION, INC.**, A Florida corporation not for profit, its successors and assigns, a copy of the Articles of Incorporation of which are attached as Exhibit "B", and By-Laws of which are attached as Exhibit "C".

Section 3. "General Plan of Development" shall mean that plan as publicly distributed and as approved by appropriate governmental agencies which shall represent the total general scheme and general uses of land in the Properties.

Section 4. "The Properties" shall mean and refer to all real property described in Exhibit A which becomes subject to the Declaration.

Section 5. "Common Area" shall mean and refer to those areas of land shown on any recorded plat of the Properties and improvements thereto, which are intended to be devoted to the common use and enjoyment of the Members.

Section 6. "Living Unit" shall mean and refer to any portion of a structure situated upon the Properties designed and intended for use and occupancy as a residence by a single family including, but not limited to, detached units, and townhouses.

Section 7. "Lot" shall mean and refer to any plot of land shown upon any recorded plat of the Properties with the exception of roads and Common Area as heretofore defined.

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

Section 9. "Parcel" shall mean and refer to all platted subdivisions of one or more lots which are subject to the same Declarations.

Section 10. "Book of Resolutions" shall mean and refer to the document containing rules and regulations and policies adopted by the Board of Directors of the Association as same may be from time to time amended.

#### ARTICLE II

##### Property Subject to This Declaration Additions Thereto

Section 1. The real property which is and shall be held, transferred, sold, conveyed, and occupied and used subject to this Declaration is located in Palm Beach County, Florida, and more particularly described in Exhibit A.

#### ARTICLE III

##### Membership And Voting Rights

Section 1. Members Every Person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association shall be mandatory member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as Lessee or as security for the performance of an obligation. All members of the COVENANT GREEN HOMEOWNERS ASSOCIATION, INC., shall be governed and controlled by the Articles of Incorporation these Declarations, the By-Laws and the Rules which may be adopted from time to time by the Board of Directors, thereof.

Section 2. Voting Rights The Association shall have one class of voting membership which shall be all Owners of Lots and each Owner shall be entitled to one (1) vote for each Lot owned, but there shall only be one vote for each Lot.

#### ARTICLE IV

##### Common Area

Section 1. Obligations of the Association The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair. The Association shall further be responsible for lawn maintenance of the lots of each owner and external maintenance of units to include painting (but see Article VII(7) in regard to roofs).

Section 2. Members' Right of Enjoyment Subject to the provisions herein, every Owner who is a member shall have a right of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot made subject to this Declaration, and every Member shall have a right of enjoyment in the Common Area.

Section 3. Extent of Members' Right of Enjoyment The Members' right of enjoyment created hereby shall be subject to the following:

- (a) The right of the Association to establish reasonable rules and to charge reasonable admission and other fees for the use of the Common Area by guests.
- (b) The right of the Association to suspend the right of an Owner to use the facilities for any period during which any assessment against his Lot remains unpaid for more than thirty (30) days after notice; the right of the Association to suspend the right

of a Member to use the said facilities for a period not to exceed sixty (60) days for any other infraction of this Declaration or the Book of Resolutions;

- (c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by a majority of the Directors of the Association. No such dedication or transfer shall be effective unless an instrument signed by the appropriate Officers of the Association agreeing to such dedication or transfer has been recorded.
- (d) The Association may not alienate in any way or convey the Common Areas and amenities thereon without the prior approval of all holders of outstanding first mortgages or deeds to secure debt against any and all property or properties that are governed by these Declarations or amendments thereto; provided, however, this provision shall not be applicable for easements for utilities, sewer, storm and sanitary, or road right-of-way.

Section 4. Delegation of Use Any Owner who is a member may designate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his guests, his tenants, or contract purchasers who reside on the property, subject to such general regulations as may be established from time to time by the Association, and included within the Book of Resolutions.

## ARTICLE V

### Covenants for Maintenance Assessments

Section 1. Creation of Lien and Personal Obligation of Assessments. The Declarants hereby covenant, and each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association the following: (1) annual general assessments, or charges, (2) annual insurance assessments, (3) special parcel assessments for capital improvements, and (4) annual or special parcel assessments or charges, such assessments to be established and collected as hereinafter provided.

All such assessments, together with interest thereon and costs of collection thereof, including attorneys fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest thereon and costs of collection hereof, including attorneys fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. All liens created under this Declaration may be foreclosed in the same manner as is provided for the foreclosure of mortgages upon real property, and all costs of such foreclosure including attorneys fees of the Association shall be secured by said lien.

### Section 2. General Assessment

(a) Purpose of Assessment The general assessment levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the Properties including the purchase of group services such as utilities, trash collection and the like, and in particular for the improvement, maintenance and operation of the Common Area and facilities.

(b) Basis for Assessment Each Living Unit which is certified for occupancy and each unimproved Lot which has been conveyed to an Owner shall be assessed at a uniform rate.

(c) Method of Assessment By a vote of three-fifths (3/5) of the directors, the Board of Directors of the Association shall fix the annual assessment upon the basis provided above, and upon the basis of the budget requirements contained in Article VI of the By-Laws provided, however, that the annual assessments shall be sufficient to meet the obligations imposed by the Declaration. The Board shall set the date(s) such assessments shall become due. The Board may provide for collection of assessments annually or in monthly, quarterly, or semi-annual installments; provided, however, that upon

default in the payment of any one or more installments the default in the payment of any one or more installments the entire assessment may be accelerated at the option of the Board and may be declared due and payable in full.

**Section 3. Insurance Assessment** The Association shall levy an insurance assessment to cover the cost of providing fire and extended coverage insurance for each living unit subject to this declaration of covenants and restrictions, and public liability, fire and extended coverage insurance for the common areas. The assessment shall be payable along with the general assessment.

**Section 4. Special Assessment for Capital Improvements** In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year and not more than the next two succeeding years for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area including fixtures and personal property related thereto, providing that any such assessment shall have the assent of sixty-six percent (66%) of the votes of the Owners. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

**Section 5. Annual Budget** By a three-fifths (3/5) vote of the Directors, the Board shall adopt an annual budget for the subsequent fiscal year, which shall provide for allocation of expenses in such a manner that the obligations imposed by the Declaration will be met.

#### ARTICLE VI Architectural Control

##### Section 1. Conditions

(a) **No improvements**, alterations, repairs, change of paint colors, excavations, changes in grade or other work which in any way alters the exterior of any property or the improvements located thereon from its natural or improved state existing on the date such property was first conveyed shall be made without the prior approval of the Board, except as otherwise expressly provided in this Declaration. No building, fence, wall, residence, or other structure shall be commenced, erected, maintained, or improved, altered, made or done, nor any color thereof changed without the prior written approval of the Board. Improvements already in existence on the date this Declaration is recorded in the Public Records in Palm Beach County, Florida, are exempted from the provisions of this paragraph, and may remain in place.

(b) **No clearing, grading, building, fence or other structure** shall be erected, placed or altered on any lot or parcel until the proposed building plans, specifications, exterior color and/or finish, landscaping plan and plot plan showing the proposed location of such buildings or structure, drives, parking areas, and landscaping plan and construction schedule shall have been approved in writing by the Board, its successors or assigns. Refusal or approval of plans, location or specifications may be based by the Board upon reasons, including purely aesthetic conditions, which in the sole discretion of the Board shall be deemed sufficient. No alterations in the exterior appearance of any building or structure shall be made without like approval by the Board. One (1) copy of all plans and related data shall be furnished to the Board for its records.

#### ARTICLE VII Use of Property

##### Section 1. Protective Covenants

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

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

(c) **Restrictions on Further Subdivision** No Lot upon which a Living Unit has been constructed shall be further subdivided or separated into smaller Lots by any Owner, and no portion less than all of any such Lot, nor any easement or other interest therein, shall be conveyed or transferred by an Owner, provided that this shall not prohibit deeds of correction, deeds to resolve boundary disputes, and similar corrective instruments.

(d) **Other Restrictions** The Board shall adopt general rules to implement the purposes set forth in these Declarations and interpret the covenants herein including but not limited to rules to regulate animals, antennae, signs, storage and use of recreational vehicles, storage and use of machinery, use of outdoor clothes drying lines, trash containers, planting, maintenance and removal of vegetation of the Properties. Such general rules may be amended by a three-fifths (3/5) vote of the Board. All such general rules and any subsequent amendments thereto shall be placed in the Book of Resolutions. The rules of the Board shall not contravene any provisions of these Declarations.

(e) **No garbage cans, supplies, milk bottles, potted plants, or other such similar objects** shall be placed on walkways, nor shall any liens, clothes, clothing, rugs or laundry be hung on any part of a unit which can be seen from the road, the adjacent golf course or any other dwelling unit in Coventry Green. The common areas will be kept free from rubbish, debris and all unsightly materials and shall not be used as a storage area.

(f) **No advertisement, notice or other lettering** shall be exhibited, displayed, inscribed, painted, affixed to or upon any part of the unit or common area by any unit owner or occupant excepting those notices, signs or letterings as permitted for such purposes under the Rules and Regulations of First Wellington, Inc.

(g) **No awning, canopy, addition, alteration or other projection** shall be attached to, or placed upon the outside wall or roof of the unit without the express written consent of the Board.

(h) **Objectionable materials** such as, but not limited to, aluminium foil, bed sheets, or other nonprofessional coverings shall not be used on windows and doors when visible from the outside of the unit.

(i) **No flammable, combustible or explosive fluid, chemical or other material** shall be kept in any unit, except as required for normal household use.

(j) **No individual rooms**, in a residential unit may be rented or sub-let and no transient tenants accommodated.

(k) **No storage boxes, furniture, trash or any objectionable material** is permitted on patios or on common areas.

(l) **All unit Owners and their guests and tenants** shall park vehicles in the spaces designated by the Board for their exclusive use.

(m) **Dead storage of vehicles** is not permitted, unless the vehicle is garaged.

(n) **Vehicles with commercial lettering**, trucks (to include pick up trucks) motorcycles, campers and trailers may not park overnight anywhere within Coventry Green unless garaged. Boats may not be kept within Coventry Green unless garaged.

(o) **Garage doors** must remain closed except during times of ingress or egress, or during periods of household maintenance.

(p) **No mechanical repairs** may be made to any vehicle while parked on a common area.

**Section 2. Maintenance of Property** To the extent that exterior maintenance is not provided for in this Declaration, each Owner shall keep all Lots owned by him, and all improvements therein or thereon, in good order and repair and free of debris, including, but not limited to, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. In the

event any Owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon, as provided herein, the Association, after notice to the Owner as provided by the By-Laws and approved by three-fifths (3/5) vote of the Board of Directors, shall have the right to enter upon said Lot to repair, maintain and restore the Lot and the exterior thereon. All costs related to such correction, repair or restoration shall become a Special Assessment upon such Lot.

Section 3. Utility Easements There is hereby created an easement upon, across, over, through and under the above described premises for ingress, egress, installation, replacement, repair and maintenance of all utility service lines and systems including, but not limited to, water, sewer, gas, telephones, electricity, television, cable, or communication lines and systems for those utilities initially installed by or for the Declarant. This easement shall in no way affect any other recorded easements on said premises. This easement shall be limited to improvements as originally constructed, or any capital improvements duly approved.

Section 4. Easement to Correct Drainage The Association shall have a blanket easement and right on, over and under the ground within that Parcel to maintain and to correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary, following which the Association shall restore the affected property to its original condition as near as practicable. The Association shall give reasonable notice of intent to take such action to all affected Owners, unless in the opinion of the Board of Directors an emergency exists which precludes such notice.

Section 5. Encroachments In the event any portion of the Common Area encroaches upon any Unit or any Unit encroaches on the Common Area as a result of construction, reconstruction, or repair, shifting, settlement or movement of any portion of the Properties, a valid easement for the encroachment and for the maintenance of same shall exist so long as the encroachment exists.

Section 6. Party Walls

1. In the event of damage or destruction of any party wall, from any cause whatsoever, other than the negligence or wilful misconduct of an owner, the adjoining owners shall, at their joint expense, repair and rebuild said wall, and each owner shall have the right to full use as herein contained of said wall, repaired or rebuilt. In the event it shall become necessary or desirable to perform maintenance thereon the whole or any part of the party wall, such expense shall be shared equally by the owners of adjoining living units or their successors in title. Whenever such wall, or any part thereof, shall be rebuilt, it shall be erected in the same manner and at the same location where it shall initially be constructed, and shall be of the same size and the same or similar materials and of like quality. Provided, that if such maintenance, repair or construction is brought about as the consequence of neglect or the wilful misconduct of one (1) owner, any expense incidental thereto shall be borne solely by such wrongdoer. If any owner shall refuse to pay his share, all or part of such cost in the case of negligence or wilful misconduct, any other owner of the Association may have such wall, repaired or reconstructed and shall be entitled to a lien on the living unit of the owner so failing to pay for the amount defaulting owner's share of the repair or replacement.

2. In the event repairs or reconstruction shall be necessary, all necessary entries on the adjacent living units shall not be deemed a trespass so long as the repairs and reconstruction shall be done in a workmanlike manner, and consent is hereby given to enter on the adjacent living unit to effect necessary repairs and reconstruction.

3. No one shall have the right to cut windows or other openings in the party wall, nor make any alterations, additions or structural changes in the party wall.

4. In the event any portion of the party wall creates an encroachment of one unit upon any other unit as the result of construction, reconstruction, or repair, shifting, settlement or movement of any portion of the Properties, a valid easement for the encroachment and for the maintenance of same shall exist so long as the encroachment exists.

5. Minor deviations in wall locations shall be deemed inconsequential.

6. Every party wall shall remain a party wall of the perpetual use and benefit of the respective owners thereof, their heirs, assigns, successors and grantees.

7. Insurance THE COVENTRY GREEN HOMEOWNERS ASSOCIATION, INC. shall obtain a comprehensive policy of public liability insurance covering the common areas, in such amounts as the Board of Directors of the Association may determine from time to time. The Association shall also obtain a policy of fire and casualty insurance with extended coverage, insuring all of the insurable improvements within the common areas, including personal property owned by the Association, in and for the interest of the Association, all lot owners who are members and their mortgagees, as their interest may appear in such common areas, in a company acceptable to the standards of the Board of Directors of the Association and in the amount equal to the full replacement value as determined from time to time by the Board of Directors. Each owner shall be assessed for the cost of the insurance in accordance with Article V, Section 3.

In addition, as to each living unit, the Coventry Green Homeowners Association, Inc., shall also obtain fire and casualty insurance with extended coverage only for each living unit including garage subject to this Declaration of Covenants and Restrictions in and for the interest of the lot owners and their mortgagees, as their interest may appear, in a company acceptable to the standards of the Board of Directors and in an amount equal to the full replacement value of the living unit. Each owner shall be assessed for the cost of the insurance procured by the Association in accordance with Article V, Section 3.

After fire or other casualty, the living units damaged shall be repaired from the insurance proceeds, and should such insurance proceeds, prove to be insufficient, from special assessments against the lot owners whose living units have been damaged. Any repair and restoration must be substantially in accordance with the plans and specifications or the original living unit unless otherwise approved by the Board of Directors.

Section 7. Roofs Each unit owner shall be responsible for the maintenance and repair of his own roof. Should a water leak or defect effect more than one unit, each of the effected owners shall be responsible for the cost of the repairs and any owner may request the association to arrange necessary repairs and collect each owners share as on obligation pursuant to this declaration. All unit owners shall have ingress and egress over adjacent roofs as necessary for professional roof repair.

**ARTICLE VIII**

Wellington Property Owners Association

Section 1. Membership Any Owner of a unit within the area covered by this Declaration shall become a member of FIRST WELLINGTON INC., (WELLINGTON PROPERTY OWNERS ASSOCIATION), a Florida corporation not for profit, and shall be entitled to all incidentals of membership in said WELLINGTON PROPERTY OWNERS ASSOCIATION, and Owner and his Unit shall be burdened by all obligations and responsibilities of membership in the WELLINGTON PROPERTY OWNERS ASSOCIATION. In accordance with the Declaration of Restrictions dated March 23, 1981, recorded in Official Record Book 3491, Page 1500, of the Public Records of Palm Beach County, Florida (the "Prior Declarations"), this Declaration and the Association shall be subordinate to the terms of the Prior Declaration and the WELLINGTON PROPERTY OWNERS ASSOCIATION to the extent that no authority derived hereunder shall be deemed to negate, supersede, contravene or otherwise limit the authority granted in the Prior Declaration.

**ARTICLE IX**

General Provisions

Section 1. These covenants and restrictions and any duly adopted and recorded amendment shall run with and bind the real property subject to these covenants and restrictions for a period of twenty one (21) years from the date of this instrument, at which time said covenants and restrictions, as they may be amended, shall automatically be renewed for successive periods of ten (10) years each unless the owners of eighty percent (80%) of the members subject to these covenants and restrictions agree to terminate these covenants and restrictions and record an instrument in writing signed by such owners indicating agreement in the Public Records of Palm Beach County, Florida, at

anytime within a six (6) month period of time prior to the end of any such then renewal date. Provided, however, that those provisions set out in Article VII, Section 6, Party Walls, shall not terminate as specified therein, but shall run in perpetuity. In the event there is an inconsistency between this provision and any provisions contained in these covenants and restrictions regarding amendment of same, the procedures contained in this provision with regard to termination of these covenants and restrictions shall control over the procedures contained in any amendment provisions herein.

Section 2. **Amendment** This Declaration may be amended by affirmative vote of not less than two-thirds (2/3) percent of the Owners who are members. Any amendment must be recorded. Notwithstanding the foregoing, no amendment of this Declaration of Covenants and Restrictions shall become effective if such amendment affects any Lot in a manner which affects the security or value of any first mortgage or approved mortgage upon any Lot, without the written consent of such first mortgagee or approved mortgagee.

Section 3. **Enforcement** The Association shall have the right to enforce, by any proceeding at Law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so hereafter.

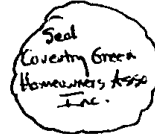
Section 4. **Severability** Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Declarants have caused this Declaration to be executed on the day and year first above written.

Renée M. Gautreau  
Renée M. Gautreau.

Wallace S. Karutz  
President, Coventry Green Homeowners Assn., Inc.

STATE OF FLORIDA  
COUNTY OF PALM BEACH



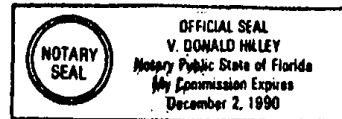
I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Wallace S. Karutz, President, Coventry Green Homeowners Association, Inc. and acknowledged before me that he executed the foregoing instrument for the purposes therein expressed.

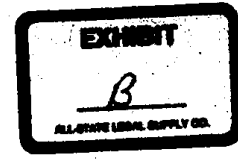
WITNESS my hand and official seal in the County and State last aforesaid this 20<sup>th</sup> day of June, 1988  
April, 1988

Wallace S. Karutz  
Notary Public - State of Florida

My Commission Expires:

(NOTARY SEAL)





FIRST AMENDED AND RESTATED BY-LAWS  
OF  
THE COVENTRY GREEN HOMEOWNERS ASSOCIATION, INC.  
(A Corporation Not for Profit)

ORB 5663 Pg 1830

ARTICLE I  
Identity

The following By-Laws shall govern the operation of THE COVENTRY GREEN HOMEOWNERS ASSOCIATION, INC. (A corporation Not for Profit), (hereinafter the "Association").

The Association is an incorporated non-profit association, organized for the purpose of maintaining and preserving the beauty and desirability of properties of its members.

Section 1. The office of the Association shall be at:

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

(CORPORATE SEAL)

ARTICLE II

Membership and Voting Provisions

Section 1. Membership in the Association shall be limited to owners of lots within the area described in Exhibit A to the Articles of Incorporation. Transfer of ownership, either voluntarily or by operation of law, shall terminate membership in the Association, and said membership is to become vested in the transferee. If ownership is vested in more than one person, then all of the persons so owning said property shall be members eligible to hold office, attend meetings, etc., but, as hereinafter indicated, the vote of a lot owner shall be cast by the "voting Member". If ownership is vested in a corporation, said corporation may designate an individual officer or employee of the corporation as its voting member.

Section 2. Voting

(a) The owner(s) of each lot shall be entitled to one vote for each lot owned. The vote of a given lot shall not be divisible and shall be cast by the "voting member".

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

Section 3. Quorum Unless otherwise provided in these By-Laws, the presence in person or by proxy of a majority of the lot owners' total votes shall constitute a quorum. The term "majority" of the lot owners' total votes shall mean lot owners holding more than one-half (1/2) of the votes.

Section 4. Proxies Votes may be cast in person or by proxy. All proxies shall be in writing and signed by the person entitled to vote (as set forth in Section 5 below) and shall be filed with the Secretary of the Association prior to the meeting in which they are to be used. Proxies shall be valid only for the particular meeting designated therein.

Section 5. Designation of Voting Member If a lot is owned by one person, his right to vote shall be established by presentation to the Secretary of the Association of a certified copy of the deed of conveyance to the lot. He shall be a "voting member". If a lot is owned by more than one person, a certified copy of the deed of conveyance of the lot and a certificate, signed by all of the record owners of the lot, designating the member entitled to vote, shall be filed with the Secretary of the Association. If a lot is owned

by a corporation, the officer or employee thereof entitled to cast the votes for the lot for the corporation shall be designated in a Certificate for this purpose, signed by the President or Vice President, attested to by the Secretary or Assistant Secretary of the corporation, and filed with the Secretary of the Association. The person designated in such Certificate who is entitled to cast the vote for a lot shall also be known as a "voting member". If such a Certificate is not on file with the Secretary of the Association for a lot owned by more than one person or by a corporation, the vote of the lot concerned shall not be considered in determining the requirement for a quorum or for any purpose requiring the approval of a person entitled to cast the vote for the lot. Such Certificates shall be valid until revoked or until superseded by a subsequent Certificate, or until a change in the ownership of the lot concerned. If a lot is owned jointly by a husband and wife, the following three provisions are applicable thereto:

- (a) They may, but they shall not be required to, designate a voting member.
- (b) If they do not designate a voting member, and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting. (As previously provided, the vote of a lot is not divisible).
- (c) Where they do not designate a voting member, and only one is present at a meeting, the person present may cast the vote, just as though he or she owned the lot individually, and without establishing the concurrence of the absent person.

### ARTICLE III Meeting of the Membership

Section 1. Time The annual meeting shall be held annually on the first Thursday in February for the purpose of electing Directors and transacting any other business authorized to be transacted by the members.

Section 2. Place All meetings of the Association membership shall be held at the location convenient to the members at such place at such time as shall be designated by the Board of Directors of the Association and stated in the Notice of the meeting, but in no event more than 5 miles from the property.

Section 3. Notices It shall be the duty of the Secretary to deliver a notice of each annual or special meeting, stating the time and place thereof, to each voting member, at least thirty (30) days but not more than sixty (60) days prior to such meeting. Notice of any special meeting shall state the purpose thereof. All notices shall be served at the address of the lot owner as it appears on the books of the Association.

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

Section 5. Waiver and Consent Whenever the vote of the members at a meeting is required or permitted by any provision of these By-Laws, to be taken in connection with any action of the Association, the meeting and vote of members may be dispensed with if three-fourths (3/4) of the members who would have been entitled to vote upon the action if such meeting were held, shall consent, in writing, to such action being taken; however, notice of such action shall be given to all members.

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

**ARTICLE IV**  
**Directors**

Section 1. Number, Term and Qualifications The affairs of the Association shall be managed by a Board of Directors composed of five (5) persons, and all such Directors shall be members of the Association. The terms of each Director's service shall be one (1) year and shall extend until the next annual meeting of the members or until his successor is duly elected and qualified, or until he is removed in the manner provided for in Section 2 below.

Section 2. Removal of Directors At any time after the first meeting of the membership, at any duly convened regular or special meeting, any one or more of the Directors may be removed, with or without cause, by the affirmative vote of the voting members casting not less than eighty percent (80%) of the total votes present at said meeting, and a successor may then and there be elected to fill the vacancy thus created. Should the membership fail to elect said successor, the Board of Directors may fill the vacancy in the manner provided in Section 3 below.

Section 3. Vacancies of Directors If the office of any Director or Directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office, or otherwise, a majority of the remaining Directors, though less than a quorum, shall choose a successor or successors who shall hold office for the balance of the unexpired term in respect to which such vacancy occurred or such vacancy may remain unfulfilled. The election held for the purpose of filling said vacancy may be held at any meeting of the Board of Directors.

Section 4. Disqualification and Resignation of Directors Any Director may resign at any time by sending a written notice of such resignation to the office of the corporation, delivered to the Secretary. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the Secretary. Commencing with the Directors elected at the first meeting of the membership, the transfer of title of his lot by a Director shall automatically constitute a resignation, effective when such resignation is accepted by the Board of Directors, unless the Director continues to own another lot. No member shall continue to serve on the Board should he be more than thirty (30) days delinquent in the payment of an assessment, and said delinquency shall automatically constitute a resignation effective when said delinquency is confirmed by the Board of Directors.

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

Section 6. Directors' Waiver of Notice Before or at any meeting of the Board of Directors, any Director may waive notice of such meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him at the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required, and any business may be transacted at such meeting.

Section 7. Quorum At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at such meetings at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At each such adjourned meeting, any business which might have been transacted at the meeting, as originally called, may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

Section 8. Powers and Duties The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law, by the Articles of Incorporation or by these By-Laws directed to be exercised and done

Section 8. Powers and Duties The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law, by the Articles of Incorporation or by these By-Laws directed to be exercised and done by the members. These powers shall specifically include but shall not be limited to, the following:

- (a) To exercise all powers specifically set forth in the Articles of Incorporation, in these By-Laws, by law, and all powers incidental thereto.
- (b) To make assessments, collect assessments, and use and expend the assessments to carry out the purposes and powers of the Association.
- (c) To employ, dismiss and control the personnel necessary for the maintenance and preservation of the area described in Exhibit "A" to the Articles of Incorporation, and to otherwise assist in the administration of the association's business including the right and power to employ attorneys, accountants, contractors, and other professionals, including property management professionals as the need arises.
- (d) To make and amend regulations respecting the operation and use of the lots and facilities, and the use and maintenance of any property acquired by the Association.
- (e) To designate one or more committees. Such committees shall consist of at least three (3) members of the Association, one of whom shall be a Director. The committee or committees shall have such name or names as may be determined from time to time by the Board of Directors, and said committee(s) shall keep regular minutes of their proceedings and report the same to the Board of Directors as required. The foregoing powers shall be exercised by the Board of Directors or its contractor or employees, subject only to approval by members when such is specifically required.
- (f) To exercise the powers conferred upon the Association by the Declaration of Restrictions.
- (g) Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (h) Suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;
- (i) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

#### ARTICLE V Officers

Section 1. Elective Officers The principal officers of the Association shall be a President, Vice Preseident, a Secretary and a Treasurer, and such other officers as may from time to time be deemed appropriate by the Board of Directors. All such officers shall be elected by the Board of Directors. One person may hold more than one of the aforementioned offices. The President shall be a member of the Board of Directors.

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

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

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

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

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

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

**Section 8. The Treasurer**

- (a) He shall have custody of the Association's funds and securities, shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name of and to the credit of the Association in such depositories as may be designated from time to time by the Board of Directors of the Association.
- (b) He shall disburse the funds of the Association as may be ordered by the Board of Directors in accordance with these By-Laws, making proper vouchers for such disbursements and shall render to the President and the Board of Directors at the regular meetings of the Board of Directors, or whenever they may require it, an account of all of his transactions as Treasurer and of the financial condition of the Association.
- (c) He shall collect the assessments and shall promptly report the status of collections and of all delinquencies to the Board of Directors of the Association.
- (d) He shall give status reports to potential transferees on which reports the transferees may rely.
- (e) If an Assistant Treasurer is appointed, he shall perform the duties of the Treasurer in the Treasurer's absence.

**ARTICLE VI**  
**Finances and Assessments**

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

**Section 2. Fidelity Bonds** The Treasurer and all officers who are authorized to sign checks, all officers and employees of the Association, and any contractor handling or responsible for Association funds may be bonded in such amount as may be determined by the Board of Directors. The premiums on

such bonds shall be paid by the Association. The bonds shall be in an amount sufficient to equal the monies an individual handles or has control of via a signatory on a bank account or other depository account.

Section 3. Fiscal Year The fiscal year of the Association shall begin on the first day of January of each year; provided, however, that the Board of Directors is expressly authorized to change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed by the Internal Revenue Code of the United States of America at such time as the Board of Directors deems it advisable.

Section 4. Determination of Assessments

- (a) The Board of Directors of the Association shall fix and determine, from time to time, the sum or sums necessary and adequate for the expenses of the Association and for such reserves for Capital accounts as may be approved by vote of the membership of the Association. Expenses shall include expenses for the operation, maintenance, repair, replacement, or taxes on the Association property, costs of carrying out the powers and duties of the Association, all insurance premiums and expenses relating thereto, including fire insurance and extended coverage and any other expenses designated from time to time by the Board of Directors of the Association. The Board of Directors is specifically empowered, on behalf of the Association, to make and collect assessments. Funds for the payment of expenses shall be assessed equally against all lot owners. Said assessments shall be payable quarterly or designated by the Board of Directors and due in advance on the first day of any such period so designated by the Board of Directors. Special assessments, should such be required by the Board of Directors, shall be levied in the same manner as hereinbefore provided for regular assessments and shall be payable in the manner determined by the Board of Directors.
- (b) When the Board of Directors has determined the amount of any assessment, the Treasurer of the Association shall mail or present to each lot owner a statement of said lot owner's assessment. All assessments shall be payable to the Association, and upon request, said Treasurer shall give a receipt for each payment made.
- (c) The Board of Directors shall adopt a budget for each fiscal year that shall include the estimated funds required to defray expenses and to provide and maintain funds to cover current expenses, which shall include all receipts and expenditures within the year for which the budget is made, including a reasonable allowance for contingencies and working funds and operations, the amount of which may be to provide working funds or to meet losses.
- (d) Provided, however, that the annual budget and assessments based thereon shall not increase (or decrease) more than ten percent (10%) per year, excluding actual cost of insurance coverages, unless such greater increase (or decrease) shall be approved at the annual meeting or separate meeting or by written approval. Approval shall be by 2/3 of the Board of Directors and 2/3 vote of all unit owners who are members.

Section 5. Co-mingling of Funds All sums collected by the Association from assessments may be co-mingled in a single fund or divided into more than one fund, as determined by the Board of Directors, so long as all funds of the Association are in accounts containing only Association funds and so designated.

Section 6. Acceleration of Assessment Installments Upon Default The Board of Directors shall have the power to collect assessments in monthly installments. If a lot owner shall be in default in the payment of an installment upon any assessment, the Board of Directors may accelerate the remaining installments for the fiscal year upon notice thereof to the lot owner

and, thereupon, the unpaid balance of the assessment shall become due upon the date stated in the notice but not less than fifteen (15) days after delivery of or the mailing of such notice to the lot owner.

Section 7. Lien Each of the lots described in the area designated by the Articles of Incorporation is hereby made subject to a lien and permanent charge in favor of the corporation for annual assessments or charges, and special assessments of charges, and each lot hereafter made subject to this declaration shall automatically be subject to said lien and permanent charge.

In the event that any assessment shall not have been paid within thirty (30) days of the due date, the Association shall send a delinquency notice by certified mail to the delinquent member. In the event that any assessment shall not have been paid with ten (10) days of the receipt of said delinquency notice, the Treasurer shall certify to the Board of Directors the name and address, as well as the amount in arrears, of the member. The Board of Directors shall then cause to be prepared, a Notice of Lien to be filed with the Clerk of the Circuit Court of Palm Beach County, Florida. When necessary, on receipt of payment of a delinquency assessment, a satisfaction of lien shall be executed and recorded. In the event that any assessment continues to remain in default, the Association shall pursue its remedies at law or in equity.

#### ARTICLE VII

##### Compliance and Default

Section 1. Violations In the event of a violation (other than the non-payment of assessments) by the lot owner of any of the provisions of these By-Laws, of the Articles of Incorporation, or any valid restrictive covenants recorded by plat or otherwise, the Association, by direction of its board of Directors, may notify the lot owner by written notice of said breach, transmitted by mail, and if such violation shall continue for a period of ten (10) days from the date of the notice, the Association, through its Board or Directors, shall have the right to treat such violation as intentional, inexcusable and material breach of the By-Laws, Articles of Incorporation or Declaration of Restrictions, and the Association may then, at its option, have the following elections:

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

Failure on the part of the Association to maintain such action at law or in equity within thirty (30) days from date of a written request signed by a lot owner sent to the Board of Directors, shall authorize any lot owner to bring an action in equity or suit at law on account of the violation. Any violations which are deemed by the Board of Directors to be a hazard to public health may be corrected immediately as an emergency matter by the Association, and the cost thereof shall be charged to the lot owner as a specific item.

Section 2. Costs and Attorneys' Fees In any proceedings arising from the effect of Articles, Declarations, By-Laws and Rules and Regulations of the Association, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be determined by the court.

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

#### ARTICLE VIII

##### Construction and Landscaping

The Board of Directors is authorized to establish an Architectural and Landscaping Committee and to delegate to said committee the following powers:

- (a) To adopt, administer and enforce uniform architectural and landscaping standards which conform to the architectural, landscaping and other restrictions in the Declaration of Restrictions recorded as to the property within the area described in Exhibit "A" to the Articles of Incorporation. Said standards to be adopted with the goal of maintaining the beauty of the natural environment of the area; and
- (b) To adopt, administer and appoint review committees with the goal of fairly and impartially enforcing architectural and landscaping standards.

Said Architectural and Landscaping Committee shall consist of no fewer than five (5) members, and least four (4) of whom shall be members of the Association, and one (1) of said four (4) shall be a member of the board of Directors. The Board of Directors may approve and distribute funds to meet the reasonable expenses of said committee. Said committee shall be responsible to the Board of Directors, which shall have a veto power over any decision made by the committee. The veto power may be exercised by a majority of the Directors at any Board of Directors meeting.

**ARTICLE IX**  
Amendments to the By-Laws

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

- (1) Notice of the meeting shall contain a statement of the proposed amendment.
- (2) The amendment shall be approved by the affirmative vote of the voting members casting not less than two-thirds (2/3) of the total votes of the lot owners.

**ARTICLE X**  
Notices

Whatever notices are required to be sent to the members, shall be sent to the addresses of the lots, unless the owner gives written notice, to the Secretary of the Association that notices are to be sent to some other address.

**ARTICLE XI**  
Liability Survives Termination of Membership

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

**ARTICLE XII**  
Rules and Regulations

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

**ARTICLE XIII**  
Rules and Regulations

The Board of Directors may, from time to time, adopt or amend previously adopted administrative Rules and Regulations governing the details of the use and maintenance of properties within the area described in Exhibit "A" to the Articles of Incorporation in order to insure compliance with restrictive covenants and with architectural and Landscaping Standards and any facilities or services made available to the lot owners. A copy of the Rules and Regulations adopted from time to time, as herein provided, shall, from time to time, be posted in a conspicuous place.

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

APPROVED AND DELCARED AS THE BY-LAWS OF THE COVENTRY GREEN HOMEOWNERS ASSOCIATION, INC.

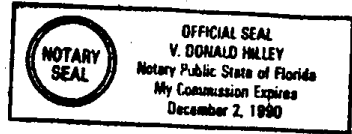
Dated this 20<sup>th</sup> day of April, 1988.

THE COVENTRY GREEN HOMEOWNERS ASSOCIATION, INC.

By: Wallace S. Karutz  
President

As to Wallace S. Karutz, President of Coventry Green Homeowners Association, Inc. Sworn to and subscribed to before me.

V. Donald Halley  
Notary Public



This is not a certified copy



**RULES AND REGULATIONS**  
**COVENTRY GREEN HOMEOWNERS ASSOCIATION ORB 5663 Pg 1839**

Under the authority granted by the Declaration of Covenants and Restrictions for COVENTRY GREEN, Article VI, Section 2, the following Rules and Regulations effective the 20<sup>th</sup> day of April, 1988 are adopted.

1. Any individual residing in any unit where the homeowner is not in residence will be considered a renter. All leases are subject to the approval of the Board or its designated representative. A copy of the lease attached to a Lease Approval Application Form provided by the Board for such approval is required. Such applications must be submitted by the Unit Owner or his designated agent, only. A Fifty (\$50.00) application fee must accompany each such Lease Approval Application. The Application Form will contain an acknowledgement, signed by the proposed Lessee, that he has received, read, understands and will comply with the Declaration, By-Laws and Rules and Regulations of the Association. Approval or denial of a Lease Approval Application may not be unreasonably withheld. Lease Approval Applications will be deemed approved if official notice of approval or denial is not furnished to applicant within 14 days of such application by the unit Owner. Leases shall be only for a term of one year. Owners may replace tenants that vacate or are evicted.
2. No unit owner or resident shall direct, supervise or in any manner attempt to exert control over employees of the Declarant, its contractors, sub-contractors, or maintenance personnel. No unit owner or resident shall direct, supervise or in any manner attempt to exert control over employees of the Coventry Green Homeowners Association, Inc., its contractors, sub-contractors, or maintenance personnel, or agents.
3. Domestic and service personnel in the employ of unit owners may not congregate on the common areas.
4. No antenna or aerial shall be erected or installed on the exterior surfaces of any unit. Should such a device be erected or installed, the Association shall remove it and the offending party will bear any expenses of such removal.
5. No owners shall not adjust or attempt to modify the common sprinkler system. Any comments concerning the operation of the sprinkler system should be directed to the Board or its designated representative.
6. The speed limit within Coventry Green is 10 MPH.
7. Refuse must be placed in the designated area not before sundown on the day preceding the day of garbage pick-up. In order to preclude empty trash containers lying about for any period of time after garbage pick-up, trash must be placed outside in plastic trash bags only. Such bags must be of a ply strong enough to contain the refuse until arrival of the pick-up vehicle. Unit owners are responsible to remove any materials left behind by the refuse pick-up personnel.
8. Vehicles must remain off grass areas at all times.
9. No parking in front of or alongside the mailboxes or in driveways of other unit owners. This prohibition of using driveways belonging to others also specifically applies to unoccupied units as well.
10. Maintenance Fees will be billed on the first day of January, April, July and October. Fees are payable upon receipt of billing. Each billing will be for a three month period. A late charge of one and one half percent (1 1/2%) per month will be charged on any payments received 30 days after the date of billing. The Board may direct that payments be made monthly.
11. All pets will be leashed at all times. Pet owners will ensure that their pet does not defecate or urinate on common areas. Owners will control their pets so that no unusual or disturbing noises or odors will emanate from their units because of their pets.

13. Tenants who violate the rules are subject to eviction proceedings. The unit owner will be notified in writing of such violation(s) and will be responsible to see that such violations cease immediately and to take appropriate action to evict the tenant, if so directed by the Board. If the violations do not cease and the owner fails to take eviction actions, the Board may seek injunctive relief and the owner will bear any costs connected with such action.

*This is not a certified copy*

COVENTRY GREEN HOMEOWNERS ASSOCIATION, INC.

1987 OPERATING BUDGET

<u>A. OPERATION EXPENSE</u>	<u>MONTHLY</u>	<u>YEARLY</u>
1. Repair and Maintenance (Pool, Sprinklers, Buildings Chatahoochee)	\$200.00	\$2,400.00
2. Lawn Maintenance	\$1,300.00	\$15,600.00
3. Trash Removal	\$50.00	\$600.00
4. Pool Maintenance	\$190.00	\$2,280.00
5. Gas Service (Pool)		\$600.00
6. Exterminating (As Needed)		\$500.00
7. Lake Service	\$65.00	\$780.00
TOTAL OPERATION		<u>\$22,760.00</u>
<u>B. UTILITIES EXPENSE</u>		
1. Electric	\$285.00	\$3,420.00
2. Water	\$65.00	\$780.00
TOTAL UTILITIES		<u>\$4,200.00</u>
<u>C. INSURANCE</u>		
1. Fidelity Bond \$1,500.00/Officer & Director liability insurance.		\$1,000.00
2. Property Insurance		\$6,000.00
TOTAL INSURANCE		<u>\$7,000.00</u>
<u>D. OFFICE AND ADMINISTRATION</u>		
1. Legal Services		\$700.00
2. Management	\$140.00	\$1,680.00
4. Office Expense		\$200.00
5. Reserve		\$3,000.00
		<u>\$5,580.00</u>
GRAND TOTAL		<u>\$39,540.00</u>

\$39,540.00 divided by 12 months divided by 28 units = \$117.68 per unit per month.