



CFN 20090125737  
 OR BK 23179 PG 1822  
 RECORDED 04/16/2009 09:51:30  
 Palm Beach County, Florida  
 Sharon R. Bock, CLERK & COMPTROLLER  
 Pgs 1822 - 1833; (12pgs)

Prepared By and Return To:  
 WILL CALL BOX 45  
 HILLEY & WYANT-CORTEZ, P.A.  
 860 U.S. HIGHWAY ONE, SUITE 108  
 NORTH PALM BEACH, FL 33408

NOTICE OF PRESERVATION OF THE DECLARATION OF COVENANTS, RESTRICTIONS,  
 AND CONDITIONS OF DEER RUN PROPERTY OWNERS' ASSOCIATION, INC.

Deer Run Property Owners' Association, Inc. (the "Association"), whose post office address is c/o Banyan Property Management, 2328 S. Congress Avenue, Suite 1-C, West Palm Beach, FL 33406, hereby files this Notice to Preserve the Declaration of Covenants, Restrictions, and Conditions of Deer Run Property Owners' Association, Inc. (the "Notice"), for the Declaration recorded at Official Record Book 3045, Page 0411, of the Public Records of Palm Beach County, Florida, as amended. An Affidavit executed by the appropriate member of the Board of Directors is attached to this Notice as "Exhibit A", affirming that the Board of Directors of the Association caused a Statement of Marketable Title Action to be mailed or hand delivered to the members of the Association, pursuant to Florida Statute 712.06(1)(b).

Legal Description of the land affected by this Notice:

See attached "Exhibit B"

THE FOREGOING Notice was approved by a two-thirds affirmative vote of its Board of Directors at a duly noticed Board of Director meeting on March 21, 2009, in compliance with Florida Statute 712.05(1).

IN WITNESS WHEREOF, Deer Run Property Owners' Association, Inc., a Florida not-for-profit corporation, has caused this Notice to be executed this 21 day of March, 2009

Signed, sealed and delivered  
 In the presence of:

Jayk Nimb  
 Witness (print name):  
Gary Rudisill  
 Witness (print name): GARY RUDISILL

DEER RUN PROPERTY OWNERS'  
 ASSOCIATION, INC.

By: Robert Stevens  
 President (print name): ROBERT STEVENS

ATTEST:  
Laurell Balog  
 Secretary (print name): Laurell Balog

STATE OF FLORIDA )  
 COUNTY OF PALM BEACH ) ss:

The foregoing instrument was acknowledged before me this 21 day of March, 2009, by Robert Stevens and Laurell Balog, the President and Secretary, respectively of Deer Run Property Owners' Association, Inc., a Florida not-for-profit corporation on behalf of the corporation, who  are personally known OR  have produced \_\_\_\_\_ as identification and who have not taken an oath.

Elaine Pietrzak  
 Notary Public

My Commission Expires:  
 ELAINE PIETRZAK  
 MY COMMISSION # DD 842555  
 EXPIRES: December 17, 2012  
 Bonded Thru Budget Notary Services



**EXHIBIT A**

**AFFIDAVIT**

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

BEFORE ME, the undersigned authority, personally appeared the Affiant, Robert Stevens, President of Deer Run Property Owners' Association, Inc., who upon being duly sworn, deposes and states:

- 1. The Board of Directors caused the following statement to be mailed or hand delivered to the members of the Association, along with the Notice of Meeting at which the Board approved of the Preservation of the Declaration of Covenants, Restrictions, and Conditions:

**STATEMENT OF MARKETABLE TITLE ACTION**

Deer Run Property Owners' Association, Inc. ("Association") has taken action to ensure that the Association's Declaration of Covenants, Restrictions and Conditions recorded in Official Record Book 3045, Page 0411 of the Public Records of Palm Beach County, Florida, as may be amended from time to time, currently burdening the property of each member of the Association, retains its status as the source of marketable title with regard to the transfer of a member's residence. To this end, the Association shall cause the notice required by chapter 712, Florida Statutes, to be recorded in the public records of Palm Beach County, Florida. Copies of this notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association.

FURTHER AFFIANT SAYETH NAUGHT.

DEER RUN PROPERTY OWNERS' ASSOCIATION, INC.,

By: Robert Stevens  
President (print name): ROBERT STEVENS

STATE OF FLORIDA )  
COUNTY OF PALM BEACH ) ss:

The foregoing instrument was acknowledged before me this 21 day of March, 2008 by Robert Stevens, the President of Deer Run Property Owners' Association, Inc., a Florida not-for-profit corporation on behalf of the corporation, who [] is personally known OR [] has produced \_\_\_\_\_ as identification and who has not taken an oath.

Elaine Pietrzak  
Notary Public  
My Commission Expires:



**EXHIBIT B** (Page 1 of 10)

Pursuant to the legal description in the original recorded Declaration of Covenants, Restrictions and Conditions for DEER RUN:

Lots 10, 13, 14, 19, 21-24, 26-39, 44-49, 52-69, 71-99, 101-135, 143, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, inclusive, of the Public Record of Palm Beach County, Florida, pursuant to the legal description stated in the Declaration of Covenants, Restrictions and Conditions for Deer Run, recorded in Official Record Book 3045, Page 0411, of the Public Records of Palm Beach County, Florida.

Pursuant to Reaffirmation of Membership Agreements, Membership Agreements and Joinder Agreements subjecting the following lots to Declaration of Covenants, Restrictions and Conditions, Articles of Incorporation, Bylaws and all Amendments for DEER RUN:

Lot 11, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Reaffirmation of Membership Agreement recorded at Official Record Book 9800, Page 1071, of the Public Records of Palm Beach County, Florida.

Lot 18, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Joinder Agreement recorded at Official Record Book 7180, Page 1411, of the Public Records of Palm Beach County, Florida.

Lot 20, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Reaffirmation of Membership Agreement recorded at Official Record Book 9800, Page 1075, of the Public Records of Palm Beach County, Florida.

Lot 25, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Reaffirmation of Membership Agreement recorded at Official Record Book 10688, Page 1097, of the Public Records of Palm Beach County, Florida.

Lot 40, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Joinder in Declaration of Covenants, Restrictions and Conditions recorded at Official Record Book 3341, Page 1233, of the Public Records of Palm Beach County, Florida.

Lot 41, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Joinder Agreement recorded at Official Record Book 7180, Page 1412, of the Public Records of Palm Beach County, Florida.

Lot 42, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Joinder in Declaration of Covenants, Restrictions and Conditions recorded at Official Record Book 3341, Page 1235, of the Public Records of Palm Beach County, Florida.

Lot 43, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Joinder in Declaration of Covenants, Restrictions and Conditions recorded at Official Record Book 3341, Page 1237, of the Public Records of Palm Beach County, Florida.

**EXHIBIT B** (Page 2 of 10)

Lot 50, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Reaffirmation of Membership Agreement recorded at Official Record Book 11080, Page 0897, of the Public Records of Palm Beach County, Florida.

Lot 51, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Reaffirmation of Membership Agreement recorded at Official Record Book 11080, Page 0897, of the Public Records of Palm Beach County, Florida.

Lot 70, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Reaffirmation of Membership Agreement recorded at Official Record Book 12767, Page 1999, of the Public Records of Palm Beach County, Florida.

Lot 100, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Joinder Agreement recorded at Official Record Book 8826, Page 1468, of the Public Records of Palm Beach County, Florida.

Lot 136, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Reaffirmation of Membership Agreement recorded at Official Record Book 9800, Page 0064, of the Public Records of Palm Beach County, Florida.

Lot 137, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Reaffirmation of Membership Agreement recorded at Official Record Book 10989, Page 1815, of the Public Records of Palm Beach County, Florida.

Lot 138, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Joinder Agreement recorded at Official Record Book 7180, Page 1413, of the Public Records of Palm Beach County, Florida.

Lot 139, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Reaffirmation of Membership Agreement recorded at Official Record Book 9800, Page 1083, of the Public Records of Palm Beach County, Florida.

Lot 140, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Reaffirmation of Membership Agreement recorded at Official Record Book 11078, Page 1926, of the Public Records of Palm Beach County, Florida.

Lot 142, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Reaffirmation of Membership Agreement recorded at Official Record Book 10682, Page 170, of the Public Records of Palm Beach County, Florida.

Lot 144, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Joinder Agreement recorded at Official Record Book 8826, Page 1467, of the Public Records of Palm Beach County, Florida.

Lot 160, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Reaffirmation of Membership Agreement recorded at Official Record Book 10749, Page 1404, of the Public Records of Palm Beach County, Florida.

**EXHIBIT B** (Page 3 of 10)

Lot 161, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Joinder Agreement recorded at Official Record Book 1180, Page 1415, of the Public Records of Palm Beach County, Florida.

Lot 162, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Reaffirmation of Membership Agreement recorded at Official Record Book 11243, Page 868, of the Public Records of Palm Beach County, Florida.

Lot 163, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Reaffirmation of Membership Agreement recorded at Official Record Book 10688, Page 1100, of the Public Records of Palm Beach County, Florida.

Lot 164, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Reaffirmation of Membership Agreement recorded at Official Record Book 12554, Page 1083, of the Public Records of Palm Beach County, Florida.

Lot 165, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Membership Agreement recorded at Official Record Book 11019, Page 1031, of the Public Records of Palm Beach County, Florida.

Lot 166, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Membership Agreement recorded at Official Record Book 11019, Page 1031, of the Public Records of Palm Beach County, Florida.

Lot 167, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Reaffirmation of Membership Agreement recorded at Official Record Book 9800, Page 1067, of the Public Records of Palm Beach County, Florida.

Lot 168, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Reaffirmation of Membership Agreement recorded at Official Record Book 9199, Page 1099, of the Public Records of Palm Beach County, Florida.

Lot 169, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Reaffirmation of Membership Agreement recorded at Official Record Book 10688, Page 1103, of the Public Records of Palm Beach County, Florida.

Lot 170, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Reaffirmation of Membership Agreement recorded at Official Record Book 11522, Page 388, of the Public Records of Palm Beach County, Florida.

Lot 171, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Reaffirmation of Membership Agreement recorded at Official Record Book 11522, Page 388, of the Public Records of Palm Beach County, Florida.

Lot 172, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Reaffirmation of Membership Agreement recorded at Official Record Book 10749, Page 1413, of the Public Records of Palm Beach County, Florida.

**EXHIBIT B** (Page 4 of 10)

Lot 173, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Reaffirmation of Membership Agreement recorded at Official Record Book 9800, Page 1095, of the Public Records of Palm Beach County, Florida.

Lot 178, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Reaffirmation of Membership Agreement recorded at Official Record Book 9246, Page 161, of the Public Records of Palm Beach County, Florida.

Lot 180, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Clarification Joinder and Covenant Running with the Land Agreement recorded at Official Record Book 8620, Page 1849, of the Public Records of Palm Beach County, Florida.

Lot 181, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Reaffirmation of Membership Agreement recorded at Official Record Book 10688, Page 1112, of the Public Records of Palm Beach County, Florida.

Lot 183, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Reaffirmation of Membership Agreement recorded at Official Record Book 10688, Page 1115, of the Public Records of Palm Beach County, Florida.

Lot 184, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Reaffirmation of Membership Agreement recorded at Official Record Book 10688, Page 1121, of the Public Records of Palm Beach County, Florida.

Lot 185, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Joinder Agreement recorded at Official Record Book 8666, Page 1192, of the Public Records of Palm Beach County, Florida.

Lot 186, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Reaffirmation of Membership Agreement recorded at Official Record Book 11227, Page 1936, of the Public Records of Palm Beach County, Florida.

Lot 187, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Reaffirmation of Membership Agreement recorded at Official Record Book 10688, Page 1094, of the Public Records of Palm Beach County, Florida.

Lot 188, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Reaffirmation of Membership Agreement recorded at Official Record Book 10688, Page 1118, of the Public Records of Palm Beach County, Florida.

Lot 189, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Reaffirmation of Membership Agreement recorded at Official Record Book 9760, Page 1034, of the Public Records of Palm Beach County, Florida.

Lot 190, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Reaffirmation of Membership Agreement recorded at Official Record Book 9800, Page 1062, of the Public Records of Palm Beach County, Florida.

**EXHIBIT B** (Page 5 of 10)

Lot 191, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Reaffirmation of Membership Agreement recorded at Official Record Book 10688, Page 1109, of the Public Records of Palm Beach County, Florida.

Lot 192, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Reaffirmation of Membership Agreement recorded at Official Record Book 9760, Page 1026, of the Public Records of Palm Beach County, Florida.

Lot 193, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Reaffirmation of Membership Agreement recorded at Official Record Book 9800, Page 1091, of the Public Records of Palm Beach County, Florida.

Lot 194, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Reaffirmation of Membership Agreement recorded at Official Record Book 10688, Page 1106, of the Public Records of Palm Beach County, Florida.

Lot 195, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Reaffirmation of Membership Agreement recorded at Official Record Book 9760, Page 1038, of the Public Records of Palm Beach County, Florida.

Lot 196, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Reaffirmation of Membership Agreement recorded at Official Record Book 9760, Page 1042, of the Public Records of Palm Beach County, Florida.

Lot 197, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Reaffirmation of Membership Agreement recorded at Official Record Book 9760, Page 1030, of the Public Records of Palm Beach County, Florida.

Lot 198, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Reaffirmation of Membership Agreement recorded at Official Record Book 11078, Page 1929, of the Public Records of Palm Beach County, Florida.

Lot 199, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Reaffirmation of Membership Agreement recorded at Official Record Book 10747, Page 1765, of the Public Records of Palm Beach County, Florida.

Lot 200, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Reaffirmation of Membership Agreement recorded at Official Record Book 10749, Page 1416, of the Public Records of Palm Beach County, Florida.

Lot 200, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Reaffirmation of Membership Agreement recorded at Official Record Book 10749, Page 1416, of the Public Records of Palm Beach County, Florida.

Lot 201, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Reaffirmation of Membership Agreement recorded at Official Record Book 11501, Page 472, of the Public Records of Palm Beach County, Florida.

Lot 203, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Reaffirmation of Membership Agreement recorded at Official Record Book 10688, Page 1091, of the Public Records of Palm Beach County, Florida.

**EXHIBIT B** (Page 6 of 10)

Lot 204, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Joinder Agreement recorded at Official Record Book 7180, Page 1414, of the Public Records of Palm Beach County, Florida.

Lot 205, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Reaffirmation of Membership Agreement recorded at Official Record Book 11501, Page 469, of the Public Records of Palm Beach County, Florida.

Lot 206, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Reaffirmation of Membership Agreement recorded at Official Record Book 9302, Page 180, of the Public Records of Palm Beach County, Florida.

Lot 206, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Reaffirmation of Membership Agreement recorded at Official Record Book 9302, Page 180, of the Public Records of Palm Beach County, Florida.

Lot 208, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to an Agreement recorded at Official Record Book 11409, Page 982, of the Public Records of Palm Beach County, Florida.

Lot 210, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Reaffirmation of Membership Agreement recorded at Official Record Book 11080, Page 900, of the Public Records of Palm Beach County, Florida.

Lot 211, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Reaffirmation of Membership Agreement recorded at Official Record Book 11080, Page 903, of the Public Records of Palm Beach County, Florida.

Lot 212, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Reaffirmation of Membership Agreement recorded at Official Record Book 10749, Page 1410, of the Public Records of Palm Beach County, Florida.

Lot 213, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Reaffirmation of Membership Agreement recorded at Official Record Book 10830, Page 1242, of the Public Records of Palm Beach County, Florida.

Lot 216, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Joinder Agreement recorded at Official Record Book 8826, Page 1466, of the Public Records of Palm Beach County, Florida.

Lot 217, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Reaffirmation of Membership Agreement recorded at Official Record Book 10749, Page 1422, of the Public Records of Palm Beach County, Florida.

Lot 218, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Reaffirmation of Membership Agreement recorded at Official Record Book 9800, Page 1099, of the Public Records of Palm Beach County, Florida.

Lot 219, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Reaffirmation of Membership Agreement recorded at Official Record Book 10738, Page 1117, of the Public Records of Palm Beach County, Florida.



**EXHIBIT B** (Page 7 of 10)

Lot 220, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Reaffirmation of Membership Agreement recorded at Official Record Book 10749, Page 1425, of the Public Records of Palm Beach County, Florida.

Lot 221, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Reaffirmation of Membership Agreement recorded at Official Record Book 10749, Page 1401, of the Public Records of Palm Beach County, Florida.

Lot 222, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Reaffirmation of Membership Agreement recorded at Official Record Book 10830, Page 1245, of the Public Records of Palm Beach County, Florida.

Lot 223, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Joinder Agreement recorded at Official Record Book 9246, Page 157, of the Public Records of Palm Beach County, Florida.

Lot 224, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to an Agreement recorded at Official Record Book 9423, Page 1757, of the Public Records of Palm Beach County, Florida.

Lot 225, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Joinder Agreement recorded at Official Record Book 8649, Page 1015, of the Public Records of Palm Beach County, Florida.

Lot 226, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Reaffirmation of Membership Agreement recorded at Official Record Book 11067, Page 1499, of the Public Records of Palm Beach County, Florida.

Lot 227, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Joinder Agreement recorded at Official Record Book 8613, Page 1889, of the Public Records of Palm Beach County, Florida.

Lot 228, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Reaffirmation of Membership Agreement recorded at Official Record Book 10749, Page 1428, of the Public Records of Palm Beach County, Florida.

Lot 229, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Lot Owner Joinder and Covenant Running with the Land recorded at Official Record Book 8658, Page 1076, of the Public Records of Palm Beach County, Florida.

Lot 230, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Reaffirmation of Membership Agreement recorded at Official Record Book 9579, Page 1422, of the Public Records of Palm Beach County, Florida.

Lot 231, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Reaffirmation of Membership Agreement recorded at Official Record Book 9800, Page 1087, of the Public Records of Palm Beach County, Florida.

**EXHIBIT B** (Page 8 of 10)

Lot 235, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Reaffirmation of Membership Agreement recorded at Official Record Book 10738, Page 1120, of the Public Records of Palm Beach County, Florida.

Lot 237, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Joinder Agreement recorded at Official Record Book 8370, Page 476, of the Public Records of Palm Beach County, Florida.

Lot 238, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Reaffirmation of Membership Agreement recorded at Official Record Book 9574, Page 549, of the Public Records of Palm Beach County, Florida.

Lot 239, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Joinder Agreement recorded at Official Record Book 9757, Page 1369, of the Public Records of Palm Beach County, Florida.

Lot 240, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Reaffirmation of Membership Agreement recorded at Official Record Book 9800, Page 1079, of the Public Records of Palm Beach County, Florida.

Lot 241, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Reaffirmation of Membership Agreement recorded at Official Record Book 10749, Page 1407, of the Public Records of Palm Beach County, Florida.

Lot 243, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Reaffirmation of Membership Agreement recorded at Official Record Book 9800, Page 1064, of the Public Records of Palm Beach County, Florida.

Lot 244, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Reaffirmation of Membership Agreement recorded at Official Record Book 12068, Page 1947, of the Public Records of Palm Beach County, Florida.

Lot 245, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to an Agreement recorded at Official Record Book 9297, Page 1896, of the Public Records of Palm Beach County, Florida.

Lot 246, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Joinder Agreement recorded at Official Record Book 7180, Page 1416, of the Public Records of Palm Beach County, Florida.

Lot 248, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Reaffirmation of Membership Agreement recorded at Official Record Book 9800, Page 1064, of the Public Records of Palm Beach County, Florida.

Lot 249, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Reaffirmation of Membership Agreement recorded at Official Record Book 9800, Page 1064, of the Public Records of Palm Beach County, Florida.

**EXHIBIT B** (Page 9 of 10)

Pursuant to a Default Summary Judgment subjecting the following lots to Declaration of Covenants, Restrictions and Conditions, Articles of Incorporation, Bylaws and all Amendments for DEER RUN:

Lot 12, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Default Final Judgment recorded at Official Record Book 11736, Page 841, of the Public Records of Palm Beach County, Florida.

Lot 145, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Default Final Judgment recorded at Official Record Book 11736, Page 841, of the Public Records of Palm Beach County, Florida.

Lot 175, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Default Final Judgment recorded at Official Record Book 11736, Page 841, of the Public Records of Palm Beach County, Florida.

Lot 176, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Default Final Judgment recorded at Official Record Book 11736, Page 841, of the Public Records of Palm Beach County, Florida.

Lot 177, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Default Final Judgment recorded at Official Record Book 11736, Page 841, of the Public Records of Palm Beach County, Florida.

Lot 179, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Default Final Judgment recorded at Official Record Book 11736, Page 841, of the Public Records of Palm Beach County, Florida.

Lot 182, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Default Final Judgment recorded at Official Record Book 11736, Page 841, of the Public Records of Palm Beach County, Florida.

Lot 236, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Default Final Judgment recorded at Official Record Book 11736, Page 841, of the Public Records of Palm Beach County, Florida.

Pursuant to a Stipulation of Settlement and Final Judgment subjecting the following lot to all assessments, special assessments and maintenance fees for DEER RUN:

Lot 17, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Stipulation of Settlement and Final Judgment recorded at Official Record Book 7552, Page 199, of the Public Records of Palm Beach County, Florida.

Pursuant to a Addition of Property to Declaration subjecting the following lots to Declaration of Covenants, Restrictions and Conditions, Articles of Incorporation, Bylaws and all Amendments for DEER RUN:

Lot 146, of DEER RUN, according to the Plat thereof, recorded in Plat Book 35, Pages 34-39, of the Public Record of Palm Beach County, Florida, pursuant to a Addition of Property to Declaration recorded at Official Record Book 3104, Page 761, of the Public Records of Palm Beach County, Florida.



Return To:  
David A. Core, Esquire  
Will Call Box 110  
ST. JOHN, CORE & LEMME, P.A.  
1601 Forum Place, Suite 701  
West Palm Beach, Florida 33401  
(561) 655-8994

CFN 20050790178  
OR BK 19724 PG 0440  
RECORDED 12/28/2005 15:53:51  
Palm Beach County, Florida  
Sharon R. Rock, CLERK & COMPTROLLER  
Pgs 0440 - 454; (15pgs)

**CERTIFICATE OF RECORDING OF THIRD  
AMENDMENT TO THE DEER RUN DECLARATION OF COVENANTS,  
RESTRICTIONS AND CONDITIONS**

I HEREBY CERTIFY that the Third Amendment to the Deer Run Declaration of Covenants, Restrictions and Conditions, duly approved by the members of the Deer Run Property Owners Association, Inc., and by the Board of Directors of the Deer Run Property Owners Association, Inc., in accordance with provisions of said Declaration is attached hereto as Exhibit "1" to this Certificate of Recording. The original Deer Run Declaration of Covenants, Restrictions and Conditions is recorded in Official Records Book 3045, Page 411, et seq., of the Public Records of Palm Beach County, Florida.

DATED this 28th day of DECEMBER, 2005.

WITNESSES:

Sign Maryann L. Valliere  
Print Maryann L. Valliere

Sign David A. Core  
David A. Core, Esq.  
Attorney for Deer Run Property Owners  
Association, Inc.

Sign Sarah Wilson  
Print Sarah Wilson

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

BEFORE ME personally appeared David A. Core, who is personally known to me and who did take an oath, to be the individual who executed the foregoing instrument and acknowledged to and before me that he executed such instrument as Attorney for Deer Run Property Owners Association, Inc.

WITNESS my hand and official seal this 28th day of December, 2005.

(SEAL)



NOTARY PUBLIC

Sign Maryann L. Valliere

Print Maryann L. Valliere  
State of Florida at Large  
My Commission Expires:

T:\USERS\mlv\DAC\AMEND\1450101.COR.vpd

**THIRD AMENDMENT TO THE  
DEER RUN**

**DECLARATION OF COVENANTS, RESTRICTIONS AND CONDITIONS**

(Deletions Indicated by ~~Strikethrough~~; Additions Indicated by Underline)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned SAFARI RANCHETTES ESTATES, INC., Deer Run Property Owners Association, Inc., a non-not for profit Florida corporation, being the OWNER (hereinafter referred to as "OWNER"), of certain lands, known as DEER RUN, located in Palm Beach County, Florida, as more particularly described on Exhibit "A" attached hereto and made a part hereof (hereinafter sometimes referred to as "PROPERTY"), ~~joined by Deer Run Property Owners Association, Inc., a Florida non-profit corporation,~~ does hereby make the following Amendment, being the ~~first~~ third amendment to the Declaration of Covenants, Restrictions and Conditions covering the above described real property, said original Declaration of Covenants, Restrictions and Conditions appearing in the Public Records of Palm Beach County, Florida, at Official Record Book 3045, Page 0411. This Amendment to the Declaration shall be binding upon the OWNER and upon all persons obtaining title from the Owner from this date forward, and upon Deer Run Property Owners Association, Inc. and its members. This Amendment shall be for the benefit of and limitation upon all present and future owners of lots within the subject property.

A resolution amending the ~~subject original~~ second amended Declaration, by deletion of certain covenants, amending certain covenants and adopting new covenants as duly adopted at a special meeting of the members of the Deer Run Property Owners Association, Inc., (ASSOCIATION) held on ~~April 24, 1992,~~ at which meeting the subject resolution ~~was~~ and voted on by the members of the Association entitled to vote thereon, in accordance with the governing documents, there being a quorum present, and in addition, the proposed additions, deletions or amendments were approved by at least three-fourths of the entire Board of Directors of the Association.

**ARTICLE I**

**PROPERTY OWNER'S ASSOCIATION**

The owner of any lot, or other fee interest in the Property shall, upon acquisition of said interest, become a member of DEER RUN PROPERTY OWNER'S ASSOCIATION, INC., a Florida non-profit corporation, (hereafter referred to as "ASSOCIATION"), and said member and

his ownership interest in the lot shall be subject to the terms and conditions of the initial Articles of Incorporation and By-Laws of said ASSOCIATION as recorded in Official Records Book 3032 pages 1707 through 1724, Public Records of Palm Beach County, Florida, as same may be amended from time to time hereafter; as well as to these covenants, restrictions and conditions and other documents of record affecting the subject property. Failure by any member to pay the assessments that may be levied from time to time by said ASSOCIATION shall give said ASSOCIATION the right to record a Notice of Lien and perfect a lien against his ownership interest in the lot, which lien may be perfected as hereinafter proved in Article III, paragraph B.

## ARTICLE II

### GENERAL PROTECTIVE COVENANTS, RESTRICTIONS AND CONDITIONS

A. In order to conserve the natural beauty of the Property, to insure its best use and most appropriate development, and to prevent the erection of poorly designed or constructed improvements, the entire area of the Property shall be subject to the following protective covenants, restrictions and conditions:

- (1) No lot shall be used except for single-family residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot unless and except it is (a) one detached single-family dwelling not to exceed two (2) stories in height, with or without out-buildings, and (b) providing an enclosed garage or open carport of sufficient size for not less than two (2) standard automobiles. All garages carports and out buildings shall be constructed of the same or similar materials as the dwelling and shall be architecturally harmonious with the dwelling.
- (2) No dwelling unit shall be constructed on any lot which shall contain less than ~~1,500~~ 2,500 square feet of living area, and all two (2) story dwelling units shall be a minimum of 2,000 square feet of living area exclusive of out-buildings, garage, patios and porches. All building construction plans are to be submitted to the architectural committees prior to the issuance of necessary building permit (s) by Palm Beach County. One copy of said plans are to be permanently retained by the Architectural Committee.
- (3) No noxious or offensive activity shall be carried on upon any portion of the Property, nor shall anything be done thereon that may be, or become, a nuisance or annoyance to the neighborhood or any other property owner.

- (4) No barbed wire fences of any kind shall be erected anywhere on a lot or the property. No chain link fencing shall be erected as perimeter fencing. Wire fencing material no higher than four (4) feet may be used, but only if it is used inside a wooden fence or a **three-board** or similar design. Perimeter fencing next to a road must be set ~~inside back at least thirty (30) feet from the center of said road easement(s) and inside sixty (60) feet from the center of canal easement(s)~~ **as shown on the record Deer Run Plat. Perimeter fencing must be of three-board design.** Before installation all fencing must have the approval of the Architectural Committee.
- (5) Easements for ingress and egress, for installation and maintenance of utilities and drainage facilities are reserved as shown on the record plat of DEER RUN, according to the Plat thereof recorded in Plat Book 35, pages 34 through 39, Public Records of Palm Beach County, Florida. Within these easements no structure, planting or other material shall be placed or permitted to remain that may damage or interfere with ingress or egress, with the installation and maintenance of utilities, change the direction of the flow or drainage channels in the easements or obstruct or retard the flow of water through drainage channels in the easements, or bridle paths; within the bridle path easements no tree, plant or foliage of any type, or any structure, shall be placed that would either impede the movement or vision of a rider or his mount, or that may be detrimental to the health of a horse. The easement area of each lot and all improvements in it shall be maintained solely by the owner of the lot, except for those improvements for which the ASSOCIATION is responsible. **The association shall not be responsible for any damage to any foliage, structure, sprinkler pipe or any item placed in an easement if damaged in the course of canal maintenance, canal bank repair or any necessary conduct in support of the responsibilities and business of the association.**
- (6) Each lot shall be at least as well maintained as would said lot be if it were in its natural state. Said natural state shall be the condition of the land of other uninhabited lots within the Property described on Exhibit "A" attached hereto; provided, however, subject to the other covenants, restrictions and conditions contained in this Declaration of Covenants, Restrictions and Conditions, as it may be amended from time to time, nothing herein contained shall prohibit landscape improvements to a lot or lots.



- (7) No structure of a temporary character, tent, shack, garage, barn or other out-building shall be used on any lot at any time as residence whether temporarily or permanently. A mobile home trailer may be used as a temporary residence on an unimproved lot when the lot owner intends to build his (her) own residence provided, however, that said trailer may not be moved onto said lot until the owner of that lot has had his building plans approved by the Architectural Committee and has then obtained and posted necessary building permit(s) from Palm Beach County and has informed the Board of Directors of this Association in writing that he (she) agrees that the permanent residence for said lot must be completed and a Certificate of Occupancy obtained within two (2) years following the date of his (her) original building permit and at the end of said two (2) years, the mobile home trailer must be permanently removed from said lot or within ninety (90) days after the issuance of Certificate of Occupancy, whichever comes first.
- (8) No ~~animals, swine, goats, or poultry~~ of any kind shall be raised, bred or kept on any lot for commercial purposes.
- (9) No sign of any kind shall be displayed to the public view on any lot except one of a size, type and style approved by the Association advertising the lot for sale or rent, or used by a builder to advertise the lot during its construction and sales period.
- (10) No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and must be located behind a line originating at the front of the house and running parallel to the road abutting such and not visible from any road right-of-way or adjacent property. The design and location of such item(s) shall be subject to the approval of the Architectural Committee. Any lot where the topography is changed as to permit said lot to drain its surface water into its canal, banks must be seeded and/or sodded thirty (30) feet back from canal edge and if a swale(s) is created said swale(s) must be or culverted in order to prevent land erosion from being deposited into the canal system. Any modification to the topography of any canal bank easement, including the placement or removal of any dirt or soil from any canal or easement must have prior written approval from the Board of Directors.

- (11) Except as provided in subparagraph (5) above, the ASSOCIATION shall operate and maintain, in neat and good order, and for the use of the inhabitants of the Property and for the common and mutual benefit of land and improvements within the Property owned by any of said inhabitants, all properties including, but not limited to, all easements, ingress and egress easements, bridle paths, walkways, canals and other facilities, and the improvements thereon, designated on the Plat of DEER RUN and from time to time designated, or conveyed in fee simple by the OWNER to the ASSOCIATION. No such designation shall be made after December 31, 1983 without the approval of the Board of Directors of the ASSOCIATION.
- (12) Each owner of a lot in the Property shall be subject to a monthly charge for each such lot as is more specifically provided in the Articles of Incorporation and By-Laws of the ASSOCIATION, in an amount fixed by the Board of Directors of the ASSOCIATION determined as aforesaid. The charges shall become due and payable at such time or times as the ASSOCIATION may determine and shall become a lien on the lot, dwelling unit or other parcel of the property against which the charge is made at such time as a notice of said lien against said lot, dwelling unit, or other parcel of the property has been recorded in the Public Records of Palm Beach County, Florida.
- (13) A guest suite or like facility without a kitchen may be included as part of the main dwelling or accessory building, but such suite may not be rented or leased except as part of the entire premises including the main dwelling and provided, however, that such guest suite would not result in overcrowding the site. No dwelling shall be erected or placed on any lot smaller than as originally platted and no lot shall be divided or subdivided unless both portions of said lot are used to increase the size of the adjacent lots as platted.
- ~~(14) No owner shall be permitted to place tinted or other reflective tinting upon any windows or sliding glass doors in his dwelling.~~
- (15) No obstruction to visibility at street intersections shall be permitted.
- (16) The parking of trucks, commercial vehicles, boats, house trailers, boat trailers, or trailers of every other description, including campers is to be avoided. In order to prevent the exposure of such vehicles, except as they may appear along side or behind the improvements located on each lot, no such vehicles of the type stated above shall be allowed to be placed on any

lot except behind a line originating at the front of the house or other structure constructed on said lot and running parallel to the road abutting such lot. All such equipment, trailers, etc., with the exception of horse transportation trailers, shall be screened from view from Association maintained property and adjacent lots. No repair or maintenance of any such vehicle or automobile shall be done except behind the aforesaid line for personal non-commercial purposes only. The prohibition in this section shall not apply to the temporary parking of trucks and commercial vehicles for pick-up, delivery or other commercial services.

- (17) No fuel or gas storage tanks shall be permitted above ground on any lot. All such tanks must be installed completely underground.
- (18) No motor vehicles shall be operated (motor driven vehicles) on areas other than streets and driveways with the exceptions of (1) construction equipment for the improvement of property or (2) utility companies servicing vehicles, and (3) vehicles conducting official Association business.
- (19) Temporary structures shall not be permanently used.
- (20) The sum total square footage of any outbuildings of any nature, including barns, detached structures, etcetera, shall not exceed 100 percent (100%) of the total area of the primary residential structure.
- (21) Home based businesses and related activities shall present no adverse potential impact on the community. Adverse impact on the community shall include, as a minimum, any appreciable increase in traffic to or through the community, any deliveries or shipments not normally made to or from a residence, the use of Association maintained property, the storage and use of heavy equipment for commercial purposes, the storage and use of hazardous materials or any appreciable increase to the liability of the Deer Run Homeowners Association.
- (22) All vehicles owned by property owners must be in operable condition, able to move under their own power. With the exception of farm equipment and golf carts, unregistered or unlicensed motorized vehicles on residential property is prohibited, however, one vehicle may be kept on the premises which is not currently registered, licensed or able to move under its own

power provided the vehicle is screened from view from Association maintained property and adjacent lots.

**(23)** The storage of farm or agricultural equipment is permissible, however, no such vehicles of the type stated shall be allowed to be placed on any lot except behind a line originating at the front of the house or other structure constructed on said lot and running parallel to the road abutting such lot. All such equipment shall be screened from view from Association maintained property and adjacent lots.

**(24)** No gas or other fuel powered marine vehicles are permitted in the drainage canal system.

**(25)** Any property owner found to be responsible for vandalism or damage to Association maintained property or Association owned property shall be assessed for the repair with the same notification and appeals provisions as contained herein.

B. The charges collected by the ASSOCIATION shall be sufficient to maintain and operate, in neat and good order, and to pay all expenses payable with respect to the maintenance and operation of such facilities as may be owned in Plats or otherwise to be operated and maintained by the ASSOCIATION as aforesaid. Any portion of the charges remaining after disbursements required hereby shall be used for the improvements of the property and/or for the benefits of the property and the owners and inhabitants thereof, and for the promotion of the peace, health, comfort, safety or general welfare of the owners and inhabitants thereof.

C. Should any charge not be paid within fifteen days (15) from the due date thereof, the ASSOCIATION shall be entitled to assess against such a delinquent owner a late fee of Twenty-five (\$25.00) dollars to cover the requisite bookkeeping, administration and collection costs required with regard to said late payment. Should any charge not be paid within twenty (20) days of the due date thereof, said assessment shall bear interest from the due date until collected at a rate to equal the then existing prime interest rate. The ASSOCIATION may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against said owner's lot, as set forth more particularly in the By-Laws of the ASSOCIATION. During the time an owner is delinquent in the payment of a charge, the owner's voting rights and use of the common areas shall be suspended. In no event may an owner waive or otherwise avoid liability for charges by non-use of the common areas. In addition, should the ASSOCIATION find it necessary to employ an attorney or institute legal action against the owner in order to collect

unpaid charges, the owner shall additionally be obligated for the payment of all the ASSOCIATION'S cost including, but not limited to, court costs and reasonable attorney's fees.

D. Subject to the provision hereinafter contained regarding notice of violation and appeals procedures, the ASSOCIATION shall have the right, in addition to all other remedies, to seek an order from a court of competent jurisdiction permitting it to enter upon any portion of a lot on which the ASSOCIATION finds:

- a) A structure, landscape improvement or other improvement that has been placed or added which does not conform to these restrictions; or
- b) Rubbish, refuse of garbage accumulated or other condition demonstrating a failure to maintain a lot in a neat and orderly fashion as to constitute a nuisance or which, in the opinion of the ASSOCIATION'S Board of Directors, is detrimental to the adjoining properties or is un-attractive in appearance. Any action taken by the ASSOCIATION under the authority of a court order and pursuant to this paragraph shall be at the cost and expense of the OWNER. Such costs and expenses, including reasonable attorney's fees and other costs in connection with seeking the court order, shall be paid to the ASSOCIATION upon demand and if not paid within ten (10) days thereof, shall become a lien provided for in Article III, Paragraph B hereof.
- c) All property owners are responsible for all animals and pets owned by them or their guests or invitees and are to be constrained or confined to their properties; or when outside their properties, must be under the control of said owner at all times. All pets and animals found outside the properties of an owner shall constitute a nuisance and shall be dealt with in accordance with those applicable provisions dealing with nuisances herein.

E. Enforcement of the above rights by the ASSOCIATION shall be by action at law or in equity against any person or persons violating or attempting to violate any of the Covenants, Restrictions and Conditions, to restrain violation and/or to recover damages. The party bringing the actions or suit 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 said party's attorney.

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

### ARTICLE III

#### DURATION, AMENDMENT AND ENFORCEMENT OF PROTECTIVE COVENANTS, RESTRICTIONS AND CONDITIONS

A. The protective covenants, restrictions and conditions contained in this Declaration of Covenants, Restrictions and Conditions shall be construed as covenants running with the land and shall inure to the benefit of and be enforceable by the OWNER and/or ASSOCIATION, which shall be deemed the agent for all of its members for such purpose and by the OWNER at any time of any portion of the Property, by actions at law or by suits in equity. The failure on any person or organization to enforce any covenant herein contained shall in no event be deemed a waiver by that or any other person or organization of its right to thereafter enforce the same, nor shall any liability attach to the OWNER or any other person or organization for failure to enforce such covenants.

B. Upon violation of any protective covenant or restriction herein contained, the ASSOCIATION and/or OWNER, in addition to all other remedies, may seek an order from a court of competent jurisdiction permitting it to enter upon that portion of the Property upon or as to which such violation exists, and summarily to abate or remove the same, using such force as may be reasonably necessary, at the expense of the owner thereof, and neither the person entering nor the organization directing the entry, shall be deemed liable for any manner of trespass for such action. The owner shall pay on demand the costs and expense of such abatement or removal, which shall include reasonable attorney's fees and other costs in connection with seeking the court order. The cost of such abatement or removal shall itself become a lien upon the portion of the Property affected, at such time as a notice of said lien is recorded in the Public Records of Palm Beach County, Florida, enforceable by law or in equity by the ASSOCIATION or OWNER, whichever abated or removed the violation. The foreclosure of the lien hereof shall not operate to affect or impair the lien of any first mortgage now or hereafter placed upon such property and the foreclosure of the lien of such a first mortgage or the acceptance of a deed in lieu thereof shall not operate to affect or impair the lien hereof, except that the lien hereof for such costs as shall have accrued to the date of such foreclosure or acceptance of the deed in lieu thereof, despite the prior recording of a notice of a lien in conformance hereto, but subject to the

lien hereof for all such costs as shall accrue subsequent to the date of foreclosure or acceptance or a deed in lieu thereof when a Notice of Lien has been recorded prior thereto.

C. Each purchaser of any portion of the Property by becoming such, agrees that he shall be personally responsible for the payment of all charges that may become liens against his lot pursuant to this Declaration and which become due while he is the owner thereof or prior to hereto, subject, however, to the provisions of Article III, Paragraph B hereof.

D. Each owner shall keep and maintain his lot and any improvements located thereon in good order, condition, and repair, and shall promptly perform all maintenance and repair within said improvements and lot, which, if omitted, would effect the property in its entirety, the portions thereof belonging to other owners or would effect other improvements. In this regard, each owner shall be responsible for the maintenance of his lot and its improvements, and shall keep the same in a neat and orderly fashion. Should the owner fail to do so, the ASSOCIATION may, pursuant to an order from a court of competent jurisdiction and subject to the provisions regarding notice of violations and appeals procedures, enter upon the lot of an owner for the purpose of repairing or maintaining said lot and its improvements. The cost incident to said maintenance and repair or replacements, including reasonable attorney's fees and other costs in connection with seeking the court order, shall become the personal obligation of the lot owner and shall become a lien against the subject lot with the same force and effect of a lien created by said owner's failure to pay charges when due. This section shall apply only to lots which have been improved by the erection of a structure thereon.

E. Any of the covenants herein contained may be amended and new covenants affecting the Property may be created by recording in the Public Records of Palm Beach County, Florida, or other proper recording office, an amendment to this Declaration, executed and acknowledged by the proper officers of the ASSOCIATION, setting forth substantially the following provisions:

- (1) The covenant, if any, intended to be added, amended or deleted;
- (2) The form of amended covenant, if any, or the form of the proposed new covenant, if any;
- (3) A description or designation of the part of the Property upon which such amendment or new covenant is intended to be operative;
- (4) A statement to the effect that a resolution deleting such covenant, adopting such amendment or adopting such new covenant was duly adopted at a duly held regular or special meeting of the members of the ASSOCIATION, at which meeting the resolution was voted on by the members of the ASSOCIATION entitled to vote thereon, and at which meeting not more than

twenty (20%) percent of the votes of members of the ASSOCIATION entitled to vote thereon was cast against the proposed addition, deletion or amendment; and in addition, that the proposed addition, deletion or amendment has been approved by at least three-fourths (3/4) of the entire Board of Directors of the ASSOCIATION.

F. Whenever there is required under this Declaration the agreement, vote, consent, or other action of the owner or owners of any portion of the Property, the agreement or other action of such owner shall bind all future owners of the same portion. The owner or owners of record of any portion of the Property shall, for all purposes of the Declaration, be deemed in all respects to be the owner or owners thereof, and his, their, its signature or act for the purpose hereof, shall be binding upon the portion of the Property affected and the owners thereof. Any notice or other communication provided for under this Declaration shall be deemed properly given when mailed and may be addressed to "owner" of said lot. The name of such owner need not be stated and the fact that said owner does not occupy the parcel shall not invalidate the notice.

G. Additional land may be subjected to the covenants contained in this Declaration by reference hereto, and in such event the owners of property subsequently subjected to these covenants may enforce the same against owners of the Property as though all of the land subject to the covenants was referred to in one Declaration of Covenants, Restrictions and Conditions. It is provided, however, that the owner shall be under no obligation to subject additional land to the terms of this Declaration.

H. The Board of Directors of the ASSOCIATION shall have the right to determine all questions arising in connection with this Declaration of Covenants, Restrictions and Conditions and to construe and interpret all provisions hereof. Its good faith determination, construction or interpretation shall be final and binding. In all cases, the provisions of this Declaration shall be given that interpretation or construction that will best tend toward the consummation of the general plan of improvements.

I. Upon violation of any protective covenant or restriction contained in this Declaration of Covenants, Restrictions and Conditions, as it may be amended from time to time, the ASSOCIATION shall give the OWNER of the Property whereon the offense occurred written notice of such offense by certified mail, addressed to said owner at the address given by him on his Contract for Purchase of the Property or to a subsequent address indicated by him for such notices to the Secretary of the ASSOCIATION, which notice shall inform him as to the nature of the offense and give him twenty (20) days from receipt of the notice to rectify the offense. If, at the expiration of said twenty (20) day period the owner has not rectified the offense or files and appeal as hereinafter provided, then the ASSOCIATION may take such action as it deems



necessary pursuant to the provisions of this Declaration of Covenants, Restrictions and Conditions, as amended. If the owner disagrees with the determination that an offense has been committed, he shall have the right to appeal said determination to the Board of Directors of the ASSOCIATION. Said right to appeal shall be exercised within said twenty (20) day period by the owner mailing by registered mail a Notice to Appeal to the Secretary of the ASSOCIATION at the Association's Office. If an owner has filed such an appeal, the Board of Directors shall give the owner a full hearing at its next regularly scheduled meeting and at said meeting shall determine whether or not such an infraction, in fact, was committed. The decision of the Board of Directors at such appeal herein shall be final and binding upon all parties concerned.

#### ARTICLE IV

##### ARCHITECTURAL CONTROL

A. No building, fence, wall, sign or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to, change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, colors and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an architectural committee ("Committee") composed of three (3) or more individuals appointed by the Board, and all appropriate governmental authorities having jurisdiction. ~~Each subject request for approval shall be accompanied by a five Dollar (\$5.00) fee made payable to the~~ ASSOCIATION. The Committee shall have absolute and complete discretion in approving or disapproving any request submitted and may base its decision on any ground it, in its sole discretion, deems sufficient. The Committee will report its actions and approval (s) to the Board of Directors in writing and its actions will be recorded in the minutes of the meetings of the Board of Directors.

**B. The Architectural Review Committee shall make every reasonable attempt to review and approve or disapprove all required plans within thirty (30) days of the date of submittal.** In the event that the Committee fails to approve or disapprove such plans and specifications within ~~sixty (60) thirty (30)~~ days after the plans and specifications have been submitted to it, approval will not be required and this Article shall be deemed to have been fully complied with.

C. All requests for approval of plans and specifications shall be mailed or delivered to:

P.O. Box 26

Loxahatchee, Florida 33470

Deer Run Architectural Review Committee  
C/O CMC Management  
2994 Jog Road, Suite B  
Green Acres, FL 33467

Or such other address as shall from time to time be designated by the ASSOCIATION.

~~D. The provisions of this Article shall not apply to the Declarant, its successors and assigns. Notwithstanding anything herein to the contrary, Declarant shall have the right to appoint the members of the Committee as long as Declarant remains the owner of any lot. The Committee shall not approve any submittal for review on any lot where such property owner has been duly notified of existing violation(s) of these covenants, restrictions and conditions unless such submittal is to mitigate the violation(s).~~

ARTICLE V  
DEFINITIONS

The following words, phrases and groups of words are used in this Declaration, or the Articles of Incorporation of DEER RUN PROPERTY OWNERS' ASSOCIATION, INC., or By-Laws thereof, or deposit receipt contract, sales agreement, reservation agreement or any other literature associated with the project known as DEER RUN, they shall have the meaning set forth herein:

- (a) "Association" shall mean and refer to DEER RUN PROPERTY OWNERS' ASSOCIATION, INC., its successor or assigns.
- (b) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot and residence unit constructed thereon which is a part of the property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- (c) "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the properties recorded in the Office of the Public Records of Palm Beach County, Florida.
- (d) "Member" shall mean and refer to those persons entitled to membership as provided in the Articles.
- (e) "Articles" shall mean and refer to the Articles of Incorporation of DEER RUN PROPERTY OWNERS' ASSOCIATION, INC..

(f) "Property" shall mean and refer to that certain real property described in Exhibit "A" attached hereto and such additions thereto as may hereafter be brought within the jurisdiction of the Association by annexation.

(g) "Lot" shall mean and refer to any portion of the property, described upon the plat of the subdivision with the exception of the common areas or described by metes and bounds, improved or intended to be improved by Declaration with a single family residence and conveyed or intended to be conveyed by Declaration by warranty deed to individual purchasers.

~~(h) "Declarant and Developer" shall mean and refer to SAFARY RANCHETTES ESTATES, INC., and BASS CREEK OF WEST PALM BEACH, INC., both Florida corporations, and their successor and assigns if such successor or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.~~

(i) "Lot" shall mean and refer to the residential dwelling constructed upon any lot by Declarant, as well as the lot.

(j) "Temporary Structure" shall mean any structure normally used for a short period of time or any structure which is portable in its nature, or any structure not affixed to a foundation or slab and not designed to withstand the Palm Beach County building code's wind loading criteria for permanent structures.

/ END OF AMENDMENTS /



**WHEREAS**, the Association wants to ensure that all owners are aware of the requirement to comply with the restrictive covenants governing Deer Run, and wants to give all owners a full and fair opportunity to bring themselves into compliance with the covenants;

**WHEREAS**, concerning the use of lots for single family residential purposes, the Board of Directors has carefully reviewed the matter of the non-residential use of lots by owners and determined that the commercialization of Deer Run, even on a so-called "limited basis", could have a harmful impact on the residents' quality of life;

**WHEREAS**, the Association wants to enforce the architectural restrictions, as well as the restrictions governing the residential use of the lots;

**WHEREAS**, having owners comply with the use restrictions and having the Association enforce the use restrictions will help to improve property values in Deer Run;

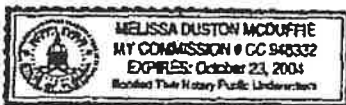
**WHEREAS**, the Board of Directors met on October 25, 2000, and a quorum of the directors was present, and on motion duly made the Board of Directors considered the foregoing.

**NOW THEREFORE**, the Board of Directors resolves as follows:

1. The Board of Directors authorizes the execution and distribution of two letters to all lot owners regarding architectural controls and use of lots for single family residential purposes only. Copies of the two letters are attached to this Resolution as Exhibit "A".
2. The Board of Directors will appoint a committee to propose new architectural guidelines, which guidelines will be reviewed and finalized by the Board of Directors.
3. Upon distribution of the attached letters to the owners in Deer Run, the Association, through the Board of Directors, will enforce the Association's architectural controls and the restrictions governing the single family residential use of the lots.

Paul Grose Paul Grose, President

Before me, the undersigned notary public, appeared Paul Grose, as President of Deer Run Property Owners Association, Inc., who is personally known to me or produced identification ( ), and who acknowledged before me that he executed the foregoing instrument on behalf of and with full corporate authority for Deer Run Property Owners Association, Inc., on this the 25<sup>th</sup> day of October, 2000.



Notary Public  
State of Florida

My Commission Expires: October 23, 2004

Melissa Duston McDuffie

DEER RUN PROPERTY OWNERS ASSOCIATION, INC.  
c/o Wellington Management, Inc.  
12785 Forest Hill Boulevard  
Wellington, Florida 33414

October 25, 2000

TO ALL LOT OWNERS:

Re: Enforcement of Architectural Restrictions in Deer Run

Dear Lot Owners:

Recently your Board of Directors reviewed how Deer Run Property Owners Association, Inc. (the "Association") has managed Association property and enforced the restrictive covenants governing Deer Run in the past. As you may know, the Association had to deal with a number of issues concerning the enforcement of the Declaration of Covenants, Restrictions and Conditions of Deer Run ("Declaration") over the last few years. This has included the Association's architectural controls and restrictions.

Article II of the Declaration establishes the general architectural rules governing all of our lots. Article II.A of the Declaration states:

A. In order to conserve the natural beauty of the Property, to insure its best use and most appropriate development, and to prevent the erection of poorly designed or constructed improvements, the entire area of the Property shall be subject to the following protective covenants, restrictions and conditions:

(1) No lot shall be used except for single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot unless and except it is one (1) detached single-family dwelling not to exceed two (2) stories in height, with or without a private garage and out buildings; which optional private garage and out buildings shall be constructed of the same materials as the dwelling and shall be architecturally harmonious with the dwelling. (Emphasis added.)

Article IV.A of the Declaration states in pertinent part as follows:

A. No building . . . or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to, change or alteration therein be made until the plans and specifications showing

the nature, kind, shape, height, materials, colors and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography. . . . (Emphasis added.)

The Association has not effectively enforced this provision in past years. As a result, some owners may be confused as to what types of structures and out buildings can be constructed. In order to ensure that all owners are aware of the requirement to comply with restrictive covenants governing Deer Run, and to give all owners a full and fair opportunity to bring themselves into compliance with the covenants, the Association provides the following notice to all owners.

Effective October 25, 2000, (the "Effective Date"), the Association shall enforce the Declaration's architectural restrictions. This policy does not apply, however, to the following:

1. Structures and out buildings which have been registered with the Association as described below.
2. Owners must complete and return to the Association by no later than November 24, 2000, the attached "Structure and Out Building Registration Form". The above policy will be enforced against all structures and out buildings that are not registered with the Association as specified in this Notice.

The above exemptions shall only apply to the above-listed existing structures and out buildings registered with the Association.

The owner of any structure or out building who wants to replace the structure or out building for any reason must comply with the architectural and use restrictions set forth in the Declaration. Beginning on the Effective Date, all owners who want to construct any structure, including an outbuilding, must comply with the Association's use restrictions and approval procedures. The Board of Directors will publish revised architectural guidelines and application forms for lot owners' use to ensure that all owners are aware of and comply with the Declaration's requirements.

Sincerely,  
THE BOARD OF DIRECTORS

BY: Paul G. Grose  
Paul Grose, President

Enclosure

COPIED

DEER RUN PROPERTY OWNERS ASSOCIATION, INC.

APPLICATION FOR "GRANDFATHERING" AND APPROVAL AND REGISTRATION OF EXISTING STRUCTURE

I. OWNER INFORMATION:

Name of Owner

Address

II. DESCRIBE IN DETAIL THE STRUCTURE OR OUT BUILDING (Use a separate sheet of paper if you have more than one structure or out building on your property):

PLEASE SUBMIT A PHOTOGRAPH OR SURVEY OF EACH STRUCTURE OR OUT BUILDING. THIS REGISTRATION FORM SHALL NOT BE DEEMED COMPLETE WITHOUT THE PHOTOGRAPH OR SURVEY.

III. OWNER ACKNOWLEDGMENT:

This form must be returned to Deer Run Property Owners Association, Inc., by November 24, 2000, in order for you obtain Association authority to keep your structure or out building. By executing this document, you acknowledge and agree that the authority to keep your structure or out building applies only to the structure or out building specified above, and does not apply to any replacement structure or out building, temporary or permanent, regardless of when or how you construct or install such structure or out building on your property. New or replacement structures or out buildings must comply with the architectural restrictions set forth in the Declaration of Covenants, Restrictions and Conditions of Deer Run and as supplemented by the Board of Directors.

I, the undersigned owner, hereby apply for Association approval of the above-described structure on my property. By signing this application I acknowledge and agree that in consideration for the Association granting me the privilege to keep the above structure or out building, I will comply with the architectural restrictions in the Declaration of Covenants, Restrictions and Conditions of Deer Run, as to the construction or installation of any temporary or permanent structure or out building, other than the structure or out building listed above.

Signature of Owner

Date

Printed Name



**DEER RUN PROPERTY OWNERS ASSOCIATION, INC.**  
 c/o Wellington Management, Inc.  
 12785 Forest Hill Boulevard  
 Wellington, Florida 33414

October 25, 2000

TO ALL LOT OWNERS:

Re: Enforcement of Single Family Residential Use Restrictions in Deer Run

Dear Lot Owners:

Enclosed is a letter regarding the Association's recent review of the covenants and restrictions governing how we have made use of our individual lots in the past, and the Association's concerns about enforcing the covenants affecting that use. The Board of Directors finds that a primary benefit to all owners living in Deer Run is the unique residential character of our community. We are concerned, however, that economic and other forces could jeopardize that character. As a result, we are providing each owner with this notice to clearly set forth the Association's position regarding how each of us should use his/her property in conformity with our covenants and restrictions.

The Deer Run community is governed by a recorded Declaration of Covenants, Restrictions, and Conditions of Deer Run ("Declaration") Article II of the Declaration establishes the general restrictions governing each owner's rights and privileges of use for his/her lot. Article II.A of the Declaration states, in part, as follows:

A. In order to conserve the natural beauty of the Property, to insure its best use and most appropriate development, . . . the entire area of the Property shall be subject to the following protective covenants, restrictions and conditions:

(1) No lot shall be used except for single family residential purposes. . . .  
 (Emphasis added.)

The Board has carefully reviewed the matter of the non-residential use of lots by owners. The commercialization of Deer Run, even on a so-called "limited basis," could have a harmful impact on our quality of life. Therefore, the Board of Directors notifies all owners that it intends to vigorously enforce the restriction against the non-residential use of lots.

Effective immediately, the Association shall enforce the Declaration against any owner using his/her lot for "commercial activity" as that term is defined in this letter. This policy is intended to encourage the personal, residential use of lots by owners and to prohibit the business-related use of lots for financial benefit or gain.

"Commercial activity" under this policy includes, but is not limited to, the use of a lot by any person for financial benefit or gain, including without limitation the storage of business-related property or equipment, non-personal horse trailers, the rental of or other use agreements affecting the use of all or a portion of horse stalls or barns, and the keeping of horses or other animals owned by persons other than lot

owners.

It is not the Association's intention under this policy to prevent residents in Deer Run from allowing other residents to use stalls or barns on a temporary basis.

Effective immediately, any lot owner who currently is involved in an existing business or contractual relationship with another person involving the use of the lot, and who may be affected by the Association's policy, is required to advise the Association in writing of such relationship. Any such owner must provide to the Association the following information:

1. The identity of the other party to the business relationship.
2. The nature of the contractual or business relationship, and how the owner's lot is used in or affected by that relationship.
3. The date on which the relationship began.
4. The remaining term or duration of the relationship or use of the property.

Each owner is asked to provide the above information to the Association within thirty (30) days from the date of this letter. Please send it to Deer Run Property Owners Association, Inc., by mailing it to the Association's property management firm, Wellington Management, Inc., 12785 W. Forest Hill Boulevard, Wellington, Florida 33414.

The Association hopes that each of you will assist the Board in enforcing our covenants to enhance and improve our quality of life and make Deer Run the best community possible.

Sincerely,  
THE BOARD OF DIRECTORS

BY: Paul S. Grose  
Paul Grose, President

Enclosure  
1450101 commercial owner 141.rtf

Not Certified Copy

## AMENDMENT TO BYLAWS

JRE .771 Pg 1316

OF

DEER RUN PROPERTY OWNERS ASSOCIATION, INC.

a not for profit corporation

under the laws of the State of Florida

*Handwritten note:*  
This is an  
amendment to  
the Dec

Pursuant to Article VII of the By-Laws of Deer Run Property Owners Association, Inc., a not-for-profit Florida corporation, recorded in Official Record Book 3032 Page 1716 on the 8th day of September, 1986, the undersigned constituting 75% of the Directors of said Association, and having obtained not less than 75% vote of the membership in the association, hereby amend said By-Laws of Deer Run Property Owners Association.

1. ARTICLE II (A) (2) (AMENDED COVENANTS) (PAGE 2).

No dwelling unit shall be constructed on any lot which shall contain less than 1,500 square feet of living area and all two (2) story dwelling units shall be a minimum of 2,000 square feet of living area exclusive of out-buildings, garage, patios and porches. All building plans are to be submitted to the Architectural Committee prior to the issuance of necessary building permit(s) by Palm Beach County. One copy of said plans are to be permanently retained by the Architectural Committee.

2. ARTICLE II (A) (4) (AMENDED COVENANTS) (PAGE 2).

No barbed wire fences of any kind shall be erected anywhere on a lot or the property. No chain link fencing shall be erected as perimeter fencing. Wire fencing material no higher than four (4) feet may be used, but only if it is used inside a wooden fence of a three-rail or similar design. Perimeter fencing next to a road must be set back at least thirty (30) feet from the center of said road easement(s) and sixty (60) feet from the center of canal easement(s). Before installation all fencing must have the approval of the Architectural Committee.

3. ARTICLE II (7) (FIRST AMENDMENT) (PAGE 3).

No structure of a temporary character, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence whether temporarily or permanently. A mobile home trailer may be used as a temporary residence on an unimproved lot when the lot owner intends to build his (her) own residence provided, however, that said trailer may not be moved onto said lot until the owner of that lot has had his building plans approved by the Architectural Committee and has then obtained and posted necessary building permit(s) from Palm Beach County and has informed the Board of Directors of this Association in writing that he (she) agrees that the permanent residence for said lot must be completed and a Certificate of Occupancy obtained within two (2) years following the date of his (her) original building permit and at the end of said two (2) years the mobile home trailer must be permanently removed from said lot or within ninety (90) days after the issuance of Certificate of Occupancy, whichever comes first.

4. ARTICLE II (A) (10) (ORIGINAL COVENANTS) (PAGE 3).

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. All incinerators and other equipment for the storage of disposal of such materials shall be kept in a clean and sanitary condition and must be located behind a line originating at the front of the house and running parallel to the road abutting such and not visible from any road right-of-way or adjacent property. The design and location of

such item(s) shall be subject to the approval of the Architectural Committee.

5. ARTICLE (II) (A) (10) (a)

Any lot where the topography is changed as to permit said lot to drain its surface water into its canal, the canal banks must be seeded and/or sodded thirty (30) feet back from canal edge and if a swale(s) is created said swale(s) must be or culverted in order to prevent land erosion from being deposited into the canal system.

6. ARTICLE IV (A) (ORIGINAL COVENANTS) (PAGE 10)

No building, fence, wall, sign or other structure shall be commenced, erected or maintained upon the property, nor shall any exterior addition to, change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, colors and location of the same shall have been submitted to and approved in writing as to any of external design and location in relation to structures and topography by an architectural committee ("Committee") composed of three (3) or more individuals appointed by the Board, and all appropriate governmental authorities having jurisdiction. Each subject request for approval shall be accompanied by a Five Dollar (\$5) fee made payable to the ASSOCIATION. The Committee shall have absolute and complete discretion in approving or disapproving any request submitted and may base its decision on any ground it, in its sole discretion, deems sufficient. The Committee will report its actions and approval(s) to the Board of Directors in writing and its actions will be recorded in the minutes of the meetings of the Board of Directors.

The foregoing were adopted as Amendments to the By-Laws of Deer Run Property Owners Association, Inc., a corporation not for profit under the laws of the state of Florida, at the annual meeting of the Board of Directors by appropriate vote on the 2 day of August, 1988.



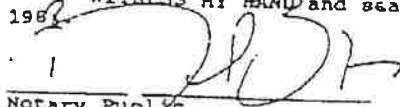
DEER RUN POA, a not for profit Florida corporation

By   
Its President

STATE OF FLORIDA )  
COUNTY OF PALM BEACH ) ss

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, Harold Curtis, as President of Deer Run Property Owners Association, Inc., to me well known to be the persons described in and who executed the foregoing Amendment to the By-Laws of Deer Run Property Owners Association, Inc.

WITNESS MY HAND and seal on this 2 day of August, 1988

  
Notary Public

My Commission Expires: Aug 27, 1988

Rd. Hicks, B. m. s. p.  
1245 PEL Blvd  
WAD, FL 33401

RECORD VERIFIED  
PALM BEACH COUNTY FLA  
JOHN F. JUNKLE  
CLERK CIRCUIT COURT

7/2/82

This instrument was prepared by:  
Eugene A. Carr, Esq.  
NAME  
P.O. Box 509  
ADDRESS  
Leahurst, Fla. 3347  
CITY AND STATE.

82 125212

1982 AUG -9 PM 4:17

338

**TRIP  
TIN  
CARR  
CARR  
CARR**

FIRST AMENDMENT TO

DECLARATION OF COVENANTS, RESTRICTIONS AND CONDITIONS

OF

DEER RUN

Know all men by these presents, that the Undersigned, SAFARI RANCHETTE ESTATES, INC., a Florida corporation, being the owner (hereinafter referred to as "OWNER") of certain lands, known as DEER RUN, located in Palm Beach County, Florida, as more particularly described on Exhibit "A" attached hereto and made a part hereof (hereinafter sometimes referred to as "PROPERTY") joined by Deer Run Property Owners Association, Inc., a Florida non-profit corporation, does hereby make the following Amendment; being the first amendment to the Declaration of Covenants, Restrictions, and Conditions covering the above-described real property, said original Declaration of Covenants, Restrictions and Conditions appearing in the Public Records of Palm Beach County, Florida, at Official Record Book 3045, Page 0411. This Amendment to the Declaration shall be binding upon the OWNER and upon all persons obtaining title from the OWNER from this date forward, and upon Deer Run Property Owners Association, Inc., and its members. This Amendment shall be for the benefit of and limitation upon all present and future owners of lots within the subject property.

ARTICLE I

A resolution amending the subject original Declaration, by deletion of certain covenants, amending certain covenants and adopting new covenants was duly adopted at a special meeting of the members of the Deer Run Property Owners Association, Inc. (ASSOCIATION) held on April 24, 1982, at which meeting the subject resolution

83772 P0574

was voted on by the members of the Association entitled to vote thereon, there being a quorum present, and in addition, the proposed additions, deletions or amendments were approved by at least three-fourths of the entire Board of Directors of the ASSOCIATION.

ARTICLE II

Article II (A) (1) is hereby amended to read as follows:

(1) No lot shall be used except for single-family residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot unless and except it is (a) one detached single-family dwelling not to exceed two (2) stories in height, with or without out-buildings, and (b) providing an enclosed garage or open carport of sufficient size for not less than two (2) standard automobiles. All garages, carports and out-buildings shall be constructed of the same materials as the dwelling and shall be architecturally harmonious with the dwelling.

ARTICLE III

Article II (A) (2) is hereby amended to read as follows:

No dwelling unit shall be constructed on the premises which shall contain less than 1,500 sq. ft. of living area, exclusive of out-buildings, garage, carport and patios. All building plans are to be submitted to architectural control committee prior to issuance of County building permit.

ARTICLE IV

Article II (A) (4) is hereby amended to read as follows:

No barbed wire fences of any kind shall be erected anywhere on a lot or the property. The erection of all other fences shall be subject to review and approval by the architectural committee as provided for in Article IV hereof.

B3772 P0575

ARTICLE V

Article II(A)(7) is hereby amended to read as follows:

No structure of a temporary character, trailer, basement, tent, shack, garage, barn, carport or other out-building shall be used on any lot at any time, as a residence, either temporarily or permanently, except as such use may be allowed under the applicable rules, ordinances, laws and regulations of Palm Beach County, including, but not limited to, obtaining of a building permit from Palm Beach County and keeping said building permit current. Once physical evidence of residency has been established, said permanent residence must be completed within two years unless exceptions have been approved by the Board of Directors.

ARTICLE VI

Article II(A)(12) is hereby amended to read as follows:

Each owner of a lot in the property shall be subject to a charge for each such lot, as is more specifically provided in the Articles of Incorporation and By-Laws of the ASSOCIATION, in an amount fixed by the Board of Directors of the ASSOCIATION determined as aforesaid. The charges shall become due and payable at such time or times as the ASSOCIATION may determine and shall become a lien on the lot, dwelling unit or other parcel of the property against which the charge is made at such time as a notice of said lien against said lot, dwelling unit, or other parcel of the property has been recorded in the Public Records of Palm Beach County, Florida.

ARTICLE VII

Article II(A)(13) is hereby amended to read as follows:

A guest suite or like facility without

B3772 P0576

a kitchen may be included as part of the main dwelling or accessory building, but such suite may not be rented or leased except as part of the entire premises including the main dwelling and provided, however, that such guest suite would not result in overcrowding the site.

No dwelling shall be erected or placed on any lot smaller than as originally platted and no lot shall be divided or resubdivided unless both portions of said lot are used to increase the size of the adjacent lots as platted.

#### ARTICLE VIII

Article II (A) (14) is hereby amended to read as follows:

No owner shall be permitted to place tin foil or other reflective tinting upon any windows or sliding glass doors in his dwelling.

#### ARTICLE IX

Article II (A) (16) is hereby amended to read as follows:

The parking of trucks, commercial vehicles, boats, house trailers, boat trailers, or trailers of every other description, including campers is to be avoided. In order to prevent the exposure of such vehicles except as they may appear along side or behind the improvements located on each lot, no such vehicles of the type stated above shall be allowed to be placed on any lot except behind a line originating at the front of the house or other structure constructed on said lot and running parallel to the road abutting such lot. No repair or maintenance of any such vehicle or automobile shall be done except behind the aforesaid line, for personal non-commercial purposes only. The prohibitions in this section shall not apply to the temporary parking of trucks and commercial vehicles for pick-up, delivery or other commercial services.

#### ARTICLE X

Article II (A) (18) is hereby amended to read as follows:

No motor vehicles shall be operated (motor driven vehicles) on areas other than streets and driveways with the exceptions of construction equipment for the improvement of property or utility companies servicing vehicles.

#### ARTICLE XI

Article II (A) (19) is deleted in its entirety.

B3772 P0577



ARTICLE XII

Article II (A) (20) is deleted in its entirety.

ARTICLE XIII

Article II (B) is hereby amended to read as follows:

The charges collected by the ASSOCIATION shall be sufficient to maintain and operate, in neat and good order, and to pay all expenses payable with respect to the maintenance and operation of such facilities as may be owned in Plats or otherwise to be operated and maintained by the ASSOCIATION as aforesaid. Any portion of the charges remaining after disbursements required hereby shall be used for the improvements of the property and/or for the benefits of the property and the owners and inhabitants thereof, and for the promotion of the peace, health, comfort, safety or general welfare of the owners and inhabitants thereof.

ARTICLE XIV

Article II (C) is hereby amended to read as follows:

Should any charge not be paid within fifteen days (15) from the due date thereof, the ASSOCIATION shall be entitled to assess against such a delinquent owner a late fee of Twenty-five (\$25.00) dollars to cover the requisite bookkeeping, administration and collection costs required with regard to said late payment. Should any charge not be paid within twenty (20) days of the due date thereof, said assessment shall bear interest from the due date until collected at a rate to equal the then existing prime interest rate. The ASSOCIATION may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against said owner's lot, as set forth more particularly in the By-Laws of the ASSOCIATION. During the time an owner is delinquent in the payment of a charge, the owner's voting rights and use of the common areas shall be suspended. In no event may an owner waive or otherwise avoid liability for charges by non-use of the common areas. In addition, should the ASSOCIATION find it necessary to employ an attorney or institute legal action against the owner in order to collect unpaid charges, the owner shall additionally be obligated for the payment of all the ASSOCIATION'S costs including, but not limited to, court costs and reasonable attorney's fees.

83772 P0578

ARTICLE XV

Article II (D) is hereby amended to read as follows:

Subject to the provisions hereinafter contained regarding notice of violation and appeals procedures, the ASSOCIATION shall have the right, in addition to all other remedies, to seek an order from a court of competent jurisdiction permitting it to enter upon any portion of a lot on which the ASSOCIATION finds:

- a) A structure, landscape improvement or other improvement that has been placed or added which does not conform to these restrictions; or
- b) Rubbish, refuse or garbage accumulated or other condition demonstrating a failure to maintain a lot in a neat and orderly fashion as to constitute a nuisance or which, in the opinion of the ASSOCIATION'S Board of Directors, is detrimental to the adjoining properties or is unattractive in appearance.

Any action taken by the ASSOCIATION under the authority of a court order and pursuant to this paragraph shall be at the cost and expense of the OWNER. Such costs and expenses, including reasonable attorney's fees and other costs in connection with seeking the court order, shall be paid to the ASSOCIATION upon demand and if not paid within ten (10) days thereof, shall become a lien provided for in Article III, Paragraph B hereof.

- c) All property owners are responsible for all animals and pets owned by them or their guests or invitees, and are to be constrained or confined to their properties; or when outside their properties, must be under the control of said owner at all times. All pets and animals found outside the properties of an owner shall constitute a nuisance and shall be dealt with in accordance with those applicable provisions dealing with nuisances herein.

63772 P0579

ARTICLE XVI

Article III (D) is hereby amended to read as follows:

Each owner shall keep and maintain his lot and any improvements located thereon in good order, condition, and repair, and shall promptly perform all maintenance and repair within said improvements and lot which, if omitted, would effect the property in its entirety, the portions thereof belonging to other owners or would effect other improvements. In this regard, each owner shall be responsible for the maintenance of his lot and its improvements, and shall keep the same in a neat and orderly fashion. Should the owner fail to do so, the ASSOCIATION may, pursuant to an order from a court of competent jurisdiction and subject to the provisions regarding notice of violations and appeals procedures, enter upon the lot of an owner for the purpose of repairing or maintaining said lot and its improvements. The cost incident to said maintenance and repair or replacements, including reasonable attorney's fees and other costs in connection with seeking the court order, shall become the personal obligation of the lot owner and shall become a lien against the subject lot with the same force and effect of a lien created by said owner's failure to pay charges when due. This section shall apply only to lots which have been improved by the erection of a structure thereon.

ARTICLE XVII

Article IV (C) is hereby amended to read as follows:

All requests for approval of plans and specifications shall be mailed or delivered to:

P. O. Box 26  
Loxahatchee, Florida 33470

or such other address as shall from time to time be designated by the ASSOCIATION.

IN WITNESS WHEREOF, the OWNER and the ASSOCIATION have caused this First Amendment to the Declaration of Covenants, Restrictions and Conditions to be executed by its proper officer, this 24 day of April, 1982.

Signed, sealed and delivered in the presence of:

SAFARI RANCHETTE ESTATES, INC.

BY: \_\_\_\_\_ President

ATTEST: \_\_\_\_\_ Secretary

DEER RUN PROPERTY OWNERS ASSOCIATION, INC..

BY: [Signature] President

ATTEST: [Signature] Secretary



STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

SS:

BEFORE ME, this day personally appeared THOMAS S. WALDRON, who, upon being duly sworn, deposes and says that he is the President of SAFARI RANCHETTE ESTATES, INC., and that he signed the foregoing Amendment for the express purposes stated therein.

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 1982.

(SEAL)

NOTARY PUBLIC, State of Florida

My Commission Expires:

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

SS:

BEFORE ME, this day personally appeared Thomas S. Waldron, who, upon being duly sworn, deposes and says that he is the President of DEER RUN PROPERTY OWNERS ASSOCIATION, INC., and that he signed the foregoing Amendment for the express purposes stated herein.

Sworn to and subscribed before me this 24<sup>th</sup> day of April, 1982.

NOTARY PUBLIC, State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES JAN 30 1986  
BONDED THRU GENERAL INS., UNDERWRITERS

B3772 P0581



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

82 125213

1982 AUG -9 PM 4:17

83772 P0582

182

✓ The instrument was prepared by  
Fisher A. Galt  
D.D. No. 535  
Graduate Eng. 3377

FIRST AMENDMENT TO  
BY-LAWS  
OF  
DEER RUN

Know all men by these presents, that the undersigned, SAFARI RANCHETTE ESTATES, INC., a Florida corporation, being the owner (hereinafter referred to as "OWNER") of certain lands, known as DEER RUN, located in Palm Beach County, Florida, as more particularly described on Exhibit "A" attached hereto and made a part hereof (hereinafter sometimes referred to as "PROPERTY") joined by Deer Run Property Owners Association, Inc., a Florida non-profit corporation, does hereby make the following Amendment, being the first amendment to the By-Laws covering the above-described real property, said original By-Laws appearing in the Public Records of Palm Beach County, Florida, at Official Record Book 3032, Pages 1714-1724. This Amendment to the By-Laws shall be binding upon the OWNER and upon all persons obtaining title from the OWNER from this date forward, and upon Deer Run Property Owners Association, Inc., and its members. This Amendment shall be for the benefit of and limitation upon all present and future owners of lots within the subject property.

ARTICLE I

A resolution amending the subject original By-laws, by deletion of certain articles, amending certain articles and adopting new articles was duly adopted at a special meeting of the members of the Deer Run Property Owners Association, Inc. (ASSOCIATION) held on April 24, 1982, at which meeting the subject resolution was voted on by the members of the Association entitled to vote thereon, there being a quorum present

and in addition, the proposed additions, deletions or amendments were approved by at least three-fourths of the entire Board of Directors of the ASSOCIATION.

ARTICLE II

Article I 1.01 The Initial Office is hereby amended to read as follows:

The Initial Office of the Association shall be at P. O. Box 26, Loxahatchee, Florida 33470.

ARTICLE III

Article I 1.02 The Fiscal Year is hereby amended to read as follows:

The Fiscal Year of the Association shall be September 1st of each year.

ARTICLE IV

Article II 2.01 The Annual Members' Meeting is hereby amended to read as follows:

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 Thursday in May 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. Election of directors shall be governed by the provisions of Article III, 3.02(f) hereof.

ARTICLE V

Article III 3.03 The Term is hereby amended to read as follows:

The Term of each Director's service shall be the fiscal year following his election and subsequently until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

88772 P0583

ARTICLE VI

Article V 5.01 The Executive Officers is hereby amended to read as follows:

The Executive Officers of the Association shall be a President, who shall be director, three Vice-Presidents, who shall be directors, a Treasurer, a Secretary, who shall be a director, and an Assistant Secretary, all of whom shall be elected annually by the Board of Directors, and who may be peremptorily removed by vote of the Directors at any meeting. Any person may hold two 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.

ARTICLE VII

Article V 5.03 The Vice President is hereby amended to read as follows:

The Vice Presidents in the absence or disability of the President, shall exercise the powers and perform the duties of the President. They also shall assist the President generally and exercise such other powers and perform such other duties as shall be prescribed by the directors.

ARTICLE VIII

Article V 5.04 The Secretary is hereby amended to read as follows:

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

B3772 P0584

ARTICLE VI

Article VI 6.02 Budget is hereby amended to read

as follows:

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

- (a) Current Expense.
- (b) Reserve for Deferred Maintenance.
- (c) Reserve for Replacements.

(d) Betterments. which shall include the funds to be used for capital expenditures for additional improvements to the common property, or for additional personal property; provided however, that in the expenditure of this fund no sum in excess of One Thousand Dollars (\$1000.) shall be expended for a single item or for a single purpose without the approval of the Board of Directors.

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

(f) 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 Developer has completed all of the contemplated improvements and closed the sales of all lots at DEER RUN, 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.

(g) Copies of the budget and proposed assessments shall be transmitted to each member on or before April 1, 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.

ARTICLE VI

Article VI 6.03 Assessments is hereby amended to read

as follows:

Assessments. Assessments against the owners for their shares of the times of the budget shall be made for the fiscal year annually in advance on or before September 1 preceding the year for which the assessments are made. Such assessments shall be due in two (2) equal installments on the first day of September and March 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 on each installment payment date until changed by an amended assessment.

83772 P0585



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 by these By-Laws. The unpaid assessment for the remaining portion of the fiscal year for which the amended assessment is made shall be due upon the date of the assessment if made on or after March 1; and if made prior to March 1, one-half (1/2) of the balance 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. Each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the unit against which the assessment is made. Any assessments which are not paid when due are considered delinquent. If the assessment is not paid within fifteen (15) days after the due date, a late fee of Twenty-five Dollars (\$25.00) shall be charged. If the assessment is not paid within twenty (20) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of the then existing prime rate. The Association may bring an action at law against the lot owner personally obligated to pay same or foreclose the lien against the lot. Interest, suit costs and reasonable attorney's fees incurred in any such actions shall be added to the amount of such assessment. No member or lot owner may waive or otherwise escape liability for assessments provided for herein by non-use or partial use of the common property or the limited common property or claim or offset against the Association or abandonment of his lot.

ARTICLE XI

Article VI 6.08 Fidelity Bonds is hereby amended to read

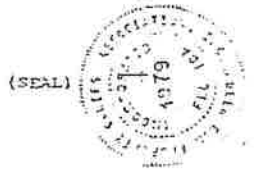
as follows:

Fidelity Bonds of at least five thousand Dollars (\$5000.00) shall be required by the Board of Directors from the Treasurer 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 expense. The premiums on such bonds shall be paid by the Association. The premium on the Treasurer's bond shall be paid by the Association.

B3772 P0586

The foregoing were adopted as First Amendment to By-Laws of Deer Run Property Owner's Association, Inc., a Corporation not for profit under the laws of the State of Florida, at the special meeting of the Board of Directors by unanimous vote of all of the Director's on this 24<sup>th</sup> day of April, 1982.

[Signature]  
President



ATTEST

[Signature]  
Secretary

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing First Amendment to By-Laws of Deer Run Property Owner's Association, Inc., were acknowledged before me this 24<sup>th</sup> day of April, 1982, by THOMAS WILKES as president of Deer Run Property Owner's Association, Inc., and attested by THOMAS WILKES, as secretary.

[Signature]  
Notary Public



My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES JAN 20 1984  
ISSUED BY GENERAL MRS. UNDERWATER

B3772 P0507

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

Return

THIS INSTRUMENT PREPARED BY:  
ROBERT E. COOK  
DeSANTIS, COOK, MELIAH, COHEN,  
GASKILL & SILVERMAN, P.A.  
820 U.S. HIGHWAY ONE  
P. O. BOX 14545  
NORTH PALM BEACH, FLORIDA 33408

DEER RUN

DECLARATION OF COVENANTS, RESTRICTIONS AND CONDITIONS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned SAFARI RANCHETTES ESTATES, INC., a Florida corporation, being the OWNER (hereinafter referred to as "OWNER"), of certain lands, known as DEER RUN, located in Palm Beach County, Florida, and more particularly described on Exhibit "A" attached hereto and made a part hereof (hereinafter sometimes referred to as "Property"), makes the following Declaration of Covenants, Restrictions and Conditions covering the above described real property, specifying that this Declaration shall constitute a covenant running with the Property and that this Declaration shall be binding upon the OWNER and upon all persons deriving title through the OWNER from this date forward. These Covenants, Restrictions and Conditions, during their lifetime, shall be for the benefit of and limitation upon all present and future owners of lots within the subject Property.

ARTICLE I

PROPERTY OWNERS' ASSOCIATION

The owner of any lot, or other fee interest in the Property shall, upon the acquisition of said interest, become a member of DEER RUN PROPERTY OWNERS' ASSOCIATION, INC., a Florida non-profit corporation, (hereinafter referred to as "ASSOCIATION"), and said member and his ownership interest in the lot shall be subject to the terms and conditions of the initial Articles of Incorporation and By-Laws of said ASSOCIATION as recorded in Official Records Book 3032 pages 1707 through 1724, Public Records of Palm Beach County, Florida, as same may be amended from time to time hereafter; as well as to these covenants, restrictions and conditions and other documents of record affecting the subject property. Failure by any member to pay the assessments that may be levied from time to time by said ASSOCIATION shall give said ASSOCIATION the right to record a Notice of Lien and perfect a lien against his ownership interest in the lot, which lien may be perfected as hereinafter provided in Article III, paragraph B.

79 066438

1979 APR 19 PM 4:29

ARTICLE II

GENERAL PROTECTIVE COVENANTS, RESTRICTIONS AND CONDITIONS

A. In order to conserve the natural beauty of the Property, to insure its best use and most appropriate development, and to prevent the erection of poorly designed or constructed improvements, the entire area of the Property shall be subject to the following protective covenants, restrictions and conditions:

(1) No lot shall be used except for single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot unless and except it is one (1) detached single-family dwelling not to exceed two (2) stories in height, with or without a private garage and out buildings; which optional private garage and out buildings shall be constructed of the same materials as the dwelling and shall be architecturally harmonious with the dwelling.

(2) No dwelling unit shall be constructed on the premises which shall contain less than 1,500 square feet of area under roof, exclusive of out buildings, garage and patios.

(3) No noxious or offensive activity shall be carried on upon any portion of the Property, nor shall anything be done thereon that may be, or become, a nuisance or annoyance to the neighborhood or any other property owner.

(4) No wire fences of any kind, including chain link fences, shall be erected anywhere on a lot or the Property.

(5) Easements for ingress and egress, for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of DEER RUN, according to the Plat thereof recorded in Plat Book 35, pages 34 through 39, Public Records of Palm Beach County, Florida. Within these easements no structure, planting or other material shall be placed or permitted to remain that may damage or interfere with ingress or egress, with the installation and maintenance of utilities, change the direction of flow or drainage channels in the easements or obstruct or retard the flow of water through drainage channels in the easements, or bridle paths; within the bridle path easements no tree, plant or foliage of any type, or any structure, shall be placed that would either impede the movement or vision of a rider or his mount, or that may be

detrimental to the health of a horse. The easement area of each lot and all improvements in it shall be maintained solely by the owner of the lot, except for those improvements for which the ASSOCIATION is responsible.

(6) Each lot shall be at least as well maintained as would said lot be if it were in its natural state. Said natural state shall be the condition of the land of other uninhabited lots within the Property described on Exhibit "A" attached hereto; provided, however, subject to the other covenants, restrictions and conditions contained in this Declaration of Covenants, Restrictions and Conditions, as it may be amended from time to time, nothing herein contained shall prohibit landscape improvements to a lot or lots.

(7) No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used on any lot, at any time, as a residence either temporarily or permanently.

(8) No swine, goats or poultry of any kind shall be raised, bred or kept on any lot for commercial purposes.

(9) No sign of any kind shall be displayed to the public view on any lot except one of a size, type and style approved by the Association advertising the lot for sale or rent, or used by a builder to advertise the lot during its construction and sales period.

(10) No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

(11) Except as provided in subparagraph (5) above, the ASSOCIATION shall operate and maintain, in neat and good order, and for the use of the inhabitants of the Property and for the common and mutual benefit of land and improvements within the Property owned by any of said inhabitants, all properties including, but not limited to, all easements, ingress and egress easements, bridle paths, walkways, canals and other facilities, and the improvements thereon, designated on the Plat of DEER RUN and from time to time designated, or conveyed in fee simple by the OWNER to the ASSOCIATION. No such designation shall be made after December 31, 1983 without the approval of the Board of Directors of the ASSOCIATION.

OFF REC 3045 PG 0413

(12) Each owner of a lot in the Property shall be subject to a monthly charge for each such lot, as is more specifically provided for in the Articles of Incorporation and By-Laws of the ASSOCIATION, in an amount fixed by the Board of Directors of the ASSOCIATION determined as aforesaid. The monthly charges shall become due and payable at such time or times as the ASSOCIATION may determine and shall become a lien on the lot, dwelling unit or other parcel of the Property against which the charge is made at such time as a notice of said lien against said lot, dwelling unit, or other parcel of the Property has been recorded in the Public Records of Palm Beach County, Florida.

(13) No dwelling shall be erected or placed on any lot smaller than as originally platted and no lot shall be divided or resubdivided unless both portions of said lot are used to increase the size of the adjacent lots as platted.

(14) No owner shall be permitted to place tin foil upon any windows of sliding glass doors in his dwelling, nor shall said owner be permitted to tint any windows or sliding glass doors in his dwelling without first receiving the written approval of the ASSOCIATION.

(15) No obstruction to visibility at street intersections shall be permitted.

(16) In order to maintain the high standards of the subdivision with respect to residential appearance, no trucks or commercial vehicles, boats, house trailers, boat trailers or trailers of every other description, including campers, shall be permitted to be parked or stored at any place on the property except during periods of approved construction on said lot, nor shall any motor vehicles be parked on any portion of the property for the purpose of repairing or maintaining the same. If any such repair or maintenance is to be performed, it shall be done within garages. The prohibitions in this section shall not apply to the temporary parking of trucks and commercial vehicles for pick-up, delivery and other commercial services.

(17) No fuel or gas storage tanks shall be permitted above ground on any lot. All such tanks must be installed completely underground.

(18) All garage doors shall be kept closed at all times except to the extent necessary to permit ingress and egress to and from garages.

OFF REC 3045 PG 0414

(19) No television or radio antenna or tower shall be constructed upon any lot or be attached or connected in any manner to any portion of any structure constructed on any lot.

(20) Outdoor clothes drying activities are hereby prohibited and no such activities shall be conducted on any portion of any or the Common Areas.

B. The charge collected by the ASSOCIATION shall in each month be sufficient to maintain and operate, in neat and good order, and to pay all expenses payable with respect to the maintenance and operation of such facilities as may be owned or leased by the ASSOCIATION or designated by the owner in Plans or otherwise to be operated and maintained by the ASSOCIATION as aforesaid. Any portion of the charges remaining after the disbursements required hereby shall be used for the improvement of the Property and/or for the benefit of the Property and the owners and inhabitants thereof, and for the promotion of the peace, health, comfort, safety, or general welfare of the owners and inhabitants thereof.

C. Should any monthly charge not be paid within ten (10) days from the due date thereof, the ASSOCIATION shall be entitled to assess against such a delinquent owner a late fee of Ten Dollars (\$10.00) to cover the requisite bookkeeping, administration and collection costs required with regard to said late payment. Should any monthly charge not be paid within thirty days (30) of the due date thereof, said assessment shall bear interest from the due date until collected at the rate of ten percent (10%) per annum. The ASSOCIATION may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against said owner's lot. During the time an owner is delinquent in the payment of a monthly charge, the owner's voting rights and use of the common areas shall be suspended. In no event may an owner waive or otherwise avoid liability for monthly charges by non-use of the common areas. In addition, should the ASSOCIATION find it necessary to employ an attorney or institute legal action against the owner in order to collect unpaid monthly charges, the owner shall additionally be obligated for the payment of all of the ASSOCIATION'S costs in connection with said action, including, but not limited to, court costs and reasonable attorneys' fees.

D. The ASSOCIATION shall have the right to enter upon any portion of the Property on or to which a structure, landscape improvement or other improvement has been placed or added not conforming to these restrictions and similarly to remove such structure or improvement at the cost of whatever person or entity is responsible for it being located on the Property, subject however, to the provisions hereinafter contained regarding notice of violation and appeals procedures. The ASSOCIATION shall, in addition, have the right, subject, however to the notice and appeals procedures as aforesaid, to trim or prune at the expense of the owner, any hedge or other planting on the Property that is in the opinion of the ASSOCIATION'S Board of Directors, by reason of its location or the height to which or the manner in which it is permitted to grow, detrimental to adjoining property or unattractive in appearance. The ASSOCIATION shall further have the right and duty, subject to the notice and appeal provisions hereof, to care for vacant or unimproved portions of the Property, and to remove grass, weeds and rubbish therefrom and to do any and all things necessary or desirable in the opinion of the ASSOCIATION to keep such portion of the Property in neat and good order, as in the natural state, all at the cost and expense of the owner, such costs and expenses to be paid to the ASSOCIATION upon demand and if not paid within ten (10) days thereof, they to become a lien provided for in Article VII, paragraph B hereof.

E. Enforcement of the above rights by the ASSOCIATION shall be by action at law or in equity against any person or persons violating or attempting to violate any of the Covenants, Restrictions and Conditions, to restrain violation and/or to recover damages. The party bringing the action or suit 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 said party's attorney.

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



ARTICLE III

DURATION, AMENDMENT AND ENFORCEMENT OF  
PROTECTIVE COVENANTS, RESTRICTIONS AND CONDITIONS

A. The protective covenants, restrictions and conditions contained in this Declaration of Covenants, Restrictions and Conditions shall be construed as covenants running with the land and shall inure to the benefit of and be enforceable by the OWNER and/or the ASSOCIATION, which shall be deemed the agent for all of its members for such purpose and by the OWNER at any time of any portion of the Property, by actions at law or by suits in equity. ~~The failure of any person or organization to enforce any covenant herein contained shall in no event be deemed a waiver by that or any other person or organization of its rights to thereafter enforce the same, nor shall any liability attach to the OWNER or any other person or organization for failure to enforce such covenants.~~

B. Upon violation of any protective covenant or restriction herein contained, the ASSOCIATION and/or OWNER, in addition to all other remedies, may seek an order from a court of competent jurisdiction permitting it to enter upon that portion of the Property upon or as to which such violation exists, and summarily to abate or remove the same, using such force as may be reasonably necessary, at the expense of the owner thereof, and neither the person entering nor the organization directing the entry, shall be deemed liable for any manner of trespass for such action. The owner shall pay on demand the costs and expense of such abatement or removal, which shall include reasonable attorney's fees and other costs in connection with seeking the court order. The cost of such abatement or removal shall itself become a lien upon that portion of the Property affected, at such time as a notice of said lien is recorded in the Public Records of Palm Beach County, Florida, enforceable by law or in equity by the ASSOCIATION or OWNER, whichever abated or removed the violation. The foreclosure of the lien hereof shall not operate to affect or impair the lien of any first mortgage now or hereafter placed upon such property and the foreclosure of the lien of such a first mortgage or the acceptance of a deed in lieu thereof shall not operate to affect or impair the lien hereof, except that the lien hereof for such costs as shall have accrued to the date of such foreclosure or acceptance of the deed in lieu

OFF REC 3045 PG 0417

thereof, despite the prior recording of a notice of a lien in conformance hereto, but subject to the lien hereof for all such costs as shall accrue subsequent to the date of foreclosure or acceptance of a deed in lieu thereof when a Notice of Lien has been recorded prior thereto.

C. Each purchaser of any portion of the Property by becoming such, agrees that he shall be personally responsible for the payment of all charges that may become liens against his lot pursuant to this Declaration and which become due while he is the owner thereof or prior thereto, subject, however, to the provisions of Article III, Paragraph B hereof.

D. Each owner shall keep and maintain his lot and any improvements located thereon in good order, condition and repair, and shall promptly perform all maintenance and repair within said improvements and lot which, if omitted, would affect the property in its entirety, the portions thereof belonging to other owners or would affect other improvements. In this regard, each owner shall be responsible for the maintenance of his lot and its improvements, shall keep same in a neat and orderly fashion and should he fail to do so, the ASSOCIATION may enter upon the lot of the owner for the purpose of maintaining or repairing said lot and its improvements. The cost incident to said maintenance and repair or replacements shall be the personal obligation of the lot owner and shall become a lien against the subject lot with the same force and effect of a lien created by said owner's failure to pay monthly charges when due. This section shall apply only to lots which have been improved by the erection of a structure thereon.

E. Any of the covenants herein contained may be amended and new covenants affecting the Property may be created by recording in the Public Records of Palm Beach County, Florida, or other proper recording office, an amendment to this Declaration, executed and acknowledged by the proper officers of the ASSOCIATION, setting forth substantially the following provisions:

- (1) The covenant, if any, intended to be added, amended or deleted;
- (2) The form of amended covenant, if any, or the form of the proposed new covenant, if any;
- (3) A description or designation of the part of the Property

OFF REC 3045 PG 0418

upon which such amendment or new covenant is intended to be operative;

(4) A statement to the effect that a resolution relating such covenant, adopting such amendment or adopting such new covenant was duly adopted at a duly held regular or special meeting of the members of the ASSOCIATION, at which meeting the resolution was voted on by the members of the ASSOCIATION entitled to vote thereon, and at which meeting not more than twenty (20%) percent of the votes of members of the ASSOCIATION entitled to vote thereon was cast against the proposed addition, deletion or amendment; and in addition, that the proposed addition, deletion or amendment has been approved by at least three-fourths (3/4) of the entire Board of Directors of the ASSOCIATION.

F. Whenever there is required under this Declaration the agreement, vote, consent, or other action of the owner or owners of any portion of the Property, the agreement or other action of such owner shall bind all future owners of the same portion. The owner or owners of record of any portion of the Property shall, for all purposes of the Declaration, be deemed in all respects to be the owner or owners thereof, and his, their, or its signature or act for the purposes hereof, shall be binding upon the portion of the Property affected and the owners thereof. Any notice or other communication provided for under this Declaration shall be deemed proper when mailed and may be addressed to "owner" of said lot. The name of such owner need not be stated and the fact that said owner does not occupy the parcel shall not invalidate the notice.

G. Additional land may be subjected to the covenants contained in this Declaration by reference hereto, and in such event the owners of property subsequently subjected to these covenants may enforce the same against owners of the Property as though all of the land subject to the covenants was referred to in one Declaration of Covenants, Restrictions and Conditions. It is provided, however, that the owner shall be under no obligation to subject additional land to the terms of this Declaration.

H. The Board of Directors of the ASSOCIATION shall have the right to determine all questions arising in connection with this Declaration of Covenants, Restrictions and Conditions and to construe and interpret all provisions hereof. Its good faith determination, construction or interpretation shall be final and binding. In all cases, the provisions of

OFF REC 3045 PG 0419

*Original to be submitted to the Board of Directors  
and the Board of Directors to be given to the*

this Declaration shall be given that interpretation or construction that will best tend toward the consummation of the general plan of improvements.

I. Upon violation of any protective covenant or restriction contained in this Declaration of Covenants, Restrictions and Conditions, as it may be amended from time to time, the ASSOCIATION shall give the OWNER of the Property whereon the offense occurred written notice of such offense by certified mail, addressed to said owner at the address given by him on his Contract for Purchase of the Property or to a subsequent address indicated by him for such notices to the Secretary of the ASSOCIATION, which notice shall inform him as to the nature of the offense and give him twenty (20) days from receipt of the notice to rectify the offense. If, at the expiration of said twenty (20) day period the owner has not rectified the offense or filed an appeal as hereinafter provided, then the ASSOCIATION may take such action as it deems necessary pursuant to the provisions of this Declaration of Covenants, Restrictions and Conditions, as amended. If the owner disagrees with the determination that an offense has been committed, he shall have the right to appeal said determination to the Board of Directors of the ASSOCIATION. Said right to appeal shall be exercised within said twenty (20) day period by the owner mailing by registered mail a Notice of Appeal to the Secretary of the ASSOCIATION at the Association's Office. If an owner has filed such an appeal, the Board of Directors shall give the owner a full hearing at its next regularly scheduled meeting and at said meeting shall determine whether or not such an infraction, in fact, was committed. The decision of the Board of Directors at such appeal herein shall be final and binding upon all parties concerned.

ARTICLE IV

ARCHITECTURAL CONTROL

A. No building, fence, wall, sign or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to, change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, colors and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to

OFF REC 3345 PG 0120

surrounding structures and topography by an architectural committee ("Committee") composed of three (3) or more individuals appointed by the Board; and all appropriate governmental authorities having jurisdiction. Each such request for approval shall be accompanied by a Five Dollar (\$5.00) fee made payable to the ASSOCIATION. The Committee shall have absolute and complete discretion in approving or disapproving any request submitted and may base its decision on any ground it, in its sole discretion, deems sufficient.

B. In the event that the Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the plans and specifications have been submitted to it, approval will not be required and this Article shall be deemed to have been fully complied with.

C. All requests for approval of plans and specifications shall be mailed or delivered to:

205 Pike Road  
West Palm Beach, Florida

or such other address as shall from time to time be designated by the Association.

D. The provisions of this Article shall not apply to the Declarant, its successors and assigns. Notwithstanding anything herein to the contrary, Declarant shall have the right to appoint the members of the Committee as long as Declarant remains the owner of any lot.

#### ARTICLE V

##### DEFINITIONS

The following words, phrases and groups of words are used in this Declaration, or the Articles of Incorporation of DEER RUN PROPERTY OWNERS' ASSOCIATION, INC., or By-Laws thereof, or deposit receipt contract, sales agreement, reservation agreement or any other literature associated with the project known as DEER RUN, they shall have the meaning set forth herein:

(a) "Association" shall mean and refer to DEER RUN PROPERTY OWNERS' ASSOCIATION, INC., its successor or assigns.

(b) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot and residence unit constructed thereon which is a part of the property, including contract sellers, but excluding those having such interest merely as

security for the performance of an obligation.

(c) "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the properties recorded in the Office of the Public Records of Palm Beach County, Florida.

(d) "Member" shall mean and refer to those persons entitled to membership as provided in the Articles.

(e) "Articles" shall refer to the Articles of Incorporation of DEER RUN PROPERTY OWNERS' ASSOCIATION, INC..

(f) "Property" shall mean and refer to that certain real property described in Exhibit "A" attached hereto and such additions thereto as may hereafter be brought within the jurisdiction of the Association by annexation.

(g) "Lot" shall mean and refer to any portion of the property, described upon the plat of the subdivision with the exception of the common areas or described by metes and bounds, improved or intended to be improved by Declarant with a single family residence and conveyed or intended to be conveyed by Declarant by warranty deed to individual purchasers.

(h) "Declarant and Developer" shall mean and refer to SAFARI RANCHETTES ESTATES, INC., and BASS CREEK OF WEST PALM, INC., both Florida corporations, and their successor and assigns if such successor or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

(i) "Lot" shall mean and refer to the residential dwelling constructed upon any lot by Declarant, as well as the lot.

IN WITNESS WHEREOF, the OWNER has caused this Declaration of Covenants, Restrictions and Conditions to be executed by its proper officers, this 29th day of MARCH 1973.

Signed, sealed and delivered in the presence of:

Elaine K. Meyer  
Paula M. Lurie

SAFARI RANCHETTES ESTATES, INC.

By:

[Signature]  
President

Attest:

Madison D. Bond  
Assistant Secretary



OFF REC 3045 PG 0422

STATE OF FLORIDA

COUNTY OF PALM BEACH

Before me this day personally appeared Thomas S. Waldron, who, upon being duly sworn, deposes and says he is the President of SAFARI RANCHETTES ESTATES, INC. and that he signed the foregoing Declaration for the express purposes stated herein.

Sworn to and subscribed before me this 29th day of MARCH 1979.



*Hedy Block*  
Notary Public, State of Florida

My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires Aug. 15, 1981  
Exempt to Appointment from & County Commission

OFF REC 3045 PG 0423

EXHIBIT "A"

Lots 1-10, 13, 14, 19, 21-24, 26-29, 44-49, 52-59,  
71-99, 101-135, 143, of DNER ERM, according to the  
Plan thereof, recorded in Plat Book 35, Pages 34-39,  
inclusive, Public Records of Palm Beach County,  
Florida.

OFF REC 3045 PG 0424

Record Offered  
Palm Beach County, Fla.  
John E. Puckett  
Clerk Circuit Court



79

Return

THIS INSTRUMENT PREPARED BY:  
ROBERT E. COOK  
DESANTIS, COOK, LICEMAN, EDENH,  
CASHILL & SILVERMAN, P.A.  
250 U.S. HIGHWAY ONE  
P. O. BOX 14246  
NORTH PALM BEACH, FLORIDA 33403

BY-LAWS  
OF  
DEER RUN PROPERTY OWNERS' ASSOCIATION, INC.

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

ARTICLE I

Identity

These are the By-Laws of the DEER RUN PROPERTY OWNERS' ASSOCIATION, INC., (hereinafter referred to as "Association"), a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of State on the 22 day of March, 1979. The Association has been organized for the purpose of owning and operating certain lands, and personal property located in Palm Beach County, Florida, which lands, and personal property are to be used in common by the members of the DEER RUN PROPERTY OWNERS' ASSOCIATION, INC., which members shall be property owners at DEER RUN. Such operation by the Association shall include the management of DEER RUN in keeping with the terms and conditions as set forth in the "Declaration of Covenants, Conditions and Restrictions of DEER RUN", hereinafter called the "Declaration" and the enforcement of such covenants, conditions and restrictions.

1.01 The Initial Office of the Association shall be at 205 Pike Road, West Palm Beach, Florida.

1.02 The Fiscal Year of the Association shall be the calendar year.

1.03 The Seal of the Association shall bear the name of the corporation, the word, "Florida", the words, "corporation not for profit", the year of the incorporation, and an impression of which is as follows:



1.04 Definitions of terms used herein shall be the same as are contained in the "Declaration".

ARTICLE II

Members' Meetings

2.01 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 Thursday in September 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. Election of directors shall be governed by the provisions of Article III, 3.02(f) hereof.

2.02 Special Members' Meetings shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast one-fourth (1/4th) of the votes of the entire membership.

2.03 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

10022901  
79 052901  
MAY 21 1979

OFF REC 3032 PG 1716

Exhibit # 4

as it appears on the books of the Association and shall be mailed not less than ten (10) days, nor more than sixty (60) days, prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice.

2.04 A Quorum at Members' Meetings shall consist of persons entitled to cast one-tenth (1/10th) of the voice of the entire membership except as otherwise provided for in the Articles, the Declaration or these By-Laws. 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.

2.05 Voting.

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

(B) If a lot is owned by one person his right to vote shall be established by the record title to his lot. If any lot is owned by more than one person, or is under lease, the person entitled to cast the vote for the lot shall be designated by a certificate signed by all of the record owners of the lot and filed with the Secretary of the Association. If a lot is owned by a corporation, the person entitled to cast the vote for the lot shall be designated by a certificate signed by the President or Vice President and attested to 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 lot concerned. A certificate designating the person entitled to cast the vote of a lot may be revoked by any other owner of the lot. If such a certificate is not on file, the votes of such owners shall not be considered in determining the requirement for a quorum nor for any other purposes. All certificates must be received in the office of the Association no later than ten (10) days prior to the meeting.

2.06 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 at least nine (90) days before the appointed time of the meeting or any adjournment of the meeting.

2.07 Adjourned Meetings. If any meeting of the members cannot be organized because of 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.

2.08 The Order of Business at annual members' meetings, and so far as practicable 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.

2.09 Proviso. Provided, however, that until the Developer of DEER RUN has completed all of the contemplated improvements and closed the sale of all of the lots located at DEER RUN, 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

Directors

3.01 Membership. The affairs of the Association shall be managed by a Board of not less than three (3) and not more than nine (9) Directors. The initial Board, as designated in the Articles, shall serve until all of the contemplated improvements have been completed and sales have been closed on fifty (50%) percent of the lots.

3.02 Election of Directors shall be conducted in the following manner:

(a) Election of Directors shall be held at the annual members' meeting.

(b) 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.

(c) The election shall be secret written 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. The persons receiving the largest number of votes shall be elected. There shall be no cumulative voting.

(d) 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.

(e) ~~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 may be filled by the members of the Association at the same meeting.

(f) Notwithstanding the above, any vacancies in the Board of Directors may be filled by the Developer, until such time as the Developer has completed all of the contemplated improvements and closes on eighty (80%) percent of the lots or in the alternative, the Developer elects to terminate its control in the Association or five (5) years after the recording of the Declaration in the Public Records of Palm Beach County, Florida, whichever first occurs. The Developer 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 lots. The owners of the lots shall be entitled to elect one (1) member to the Board of Directors of the Association after fifty (50%) percent of the lots are sold and closed. During the period the Developer has sole control of the Association, it has the sole right to amend the Declaration of Protective Covenants, Conditions and Restrictions affecting the property without requirement of the joinder of any lot owner provided; however, written joinder and consent of all mortgagees of any lot shall be required.

3.03 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.

3.04 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.

3.05 Regular Meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting. This Section shall not be construed as to require regular meetings of the Board of Directors.

3.06 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.

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

3.08 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 a majority of a greater number of Directors is required by the Articles of Incorporation, or these By-Laws.

3.09 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.

3.10 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.

3.11 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.

3.12 The Order of Business at Directors' Annual Meetings, and as far as protocol at other 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.

3.13 Directors' Fees, if any, shall be determined by the members.

#### ARTICLE IV

##### Powers and Duties of The Board of Directors

4.01 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 members where such approval is specifically required.

4.02 Powers. The Board shall have the power to:

- (a) 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;
- (b) Suspend the voting rights of a member and his right to use recreational facilities during any period in which such member shall be in default in the payment of an 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;
- (c) Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the

membership by other provision of these By-Laws, the Articles or the Declaration;

(d) Declares the office of a member of the Board to be vacant in the event such member shall be absent from three (3) consecutive meetings of the Board of Directors, provided, however, that concurrence in the minutes of the meeting as provided for herein shall constitute presence at said meeting;

(e) Employ such employees as they deem necessary and prescribe their duties;

(f) Exercise such other powers as given by Florida Statutes and not in conflict therewith.

4.01 Duties. It shall be the duty of the Board to:

(a) ~~Keep a complete record of all financial and corporate affairs and to present a statement thereof to the members at an annual meeting of the members;~~ *Financial X*

(b) Supervise all officers, agents and employees of the Association, and determine that their duties are properly performed;

(c) As more fully provided in the Declaration to:

(1) Fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period;

(2) Send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) Foreclose the lien against any unit for which assessments are not paid within thirty (30) days after due date and/or bring an action at law against the owner personally obligated to pay the same; *foreclose or judgment*

(d) Issue, or cause an appropriate office 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;

(e) Procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) Cause the Common Area to be maintained.

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 members where such approval is specifically required.

#### ARTICLE V

##### Officers

5.01 The Executive Officers of the Association shall be a President, who shall be director, a Vice President, who shall be a director, a Treasurer, a Secretary and an Assistant Secretary, all of whom shall be elected annually by the Board of Directors, and who may be temporarily 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.

5.02 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.

5.03 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.

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

5.05 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.

5.06 The Compensation of all employees of the Association shall be fixed by the Directors. The provision that directors' fee shall be determined by members shall not preclude the Board of Directors from employing a Director as 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:

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

(a) 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.

(b) Reserve for Deferred Maintenance, which shall include funds for maintenance items that occur less frequently than annually.

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

(d) Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property.

6.02 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:

*Changed*  
*Advised*

(a) Current Expense.  
(b) Reserve for Deferred Maintenance.  
(c) Reserve for Replacement.  
(d) Betterments, which shall include the funds to be used for capital expenditures for additional improvements to the common property, or for additional personal property; provided however, that 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 the approval of a majority of the members of the Association.

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

(f) 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 lots at DEER HUN, 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.

(g) Transmittal of the budget and proposed assessments shall be transmitted to each member on or before August 1, 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.

6.03 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 (2) 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 on 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 by 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 (1/2) of the balance 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. Each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the unit against which the assessment is made. Any assessments which are not paid when due are considered delinquent. If the assessment is not paid within fifteen (15) days after the due date, a late fee of Twenty-Five Dollars (\$25.00) shall be charged. If the assessment is not paid within twenty (20) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten (10%) percent per annum until paid. The Association may bring an action at law against the lot owner personally obligated to pay same or foreclose the lien against the lot. Interest, suit costs and reasonable attorney's fees incurred in any such actions shall be added to the amount of such assessment. No member or lot owner may waive or otherwise escape liability for assessments provided for herein by non-use or partial use of the common property or the limited common property or claim or offset against the Association or abandonment of his lot.

6.04 Acceleration of Assessment Installments Upon Default. If a lot 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 lot owner, and the 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 lot 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.

6.05 Assessments for Emergencies. Assessments for common expenses of emergencies that cannot be paid from the annual assessments for common expenses may be made without notice of the need for such expenditures being given. 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.

6.06 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 monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors.

6.07 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 shall be made by a Certified Public Accountant, Public Accountant, or by an auditing committee consisting of not less than three (3) members of the Association none of which shall be Board members. The cost of the audit shall be paid by the Association.

6.08 Fidelity Bonds of Five Thousand Dollars (\$5,000.00) shall be required by the Board of Directors from all officers 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

##### Amendments

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

7.01 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.

7.02 A Resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by any of 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:

- (a) Not less than seventy-five (75%) percent of the entire membership of the Board of Directors and not less than seventy-five (75%) percent of the votes of the entire membership of the Association; or
- (b) Not less than eighty (80%) percent of the votes of the entire membership of the Association; or
- (c) Until the first election of Directors, by all of the Directors.

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

(a) In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles of Incorporation shall control; and in the case of any conflict between the Declaration and these By-Laws, or the Articles of Incorporation, the Declaration shall control.

(b) So long as the Declarant owns any lots which are being held for sale in the ordinary course of business, no amendment may (i) interfere with the Declarant's efforts to sell those lots; (ii) assess the Declarant for capital improvements without its prior written consent; (iii) deny or limit the Declarant's right to vote as a member; and (iv) revoke Declarant's right to be excused from payments of regular assessments, so long as Declarant is performing its obligation with regard to operating deficits of the Association, and/or providing services as elsewhere set forth in the Declaration.

(c) No amendment shall materially impair or prejudice the rights and/or priorities of an institutional mortgagee of any of the lots without the prior written approval of such mortgagee.

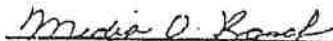


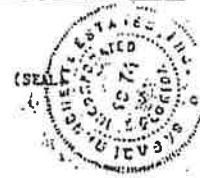
7.04 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment to the By-Laws, which certificate shall be executed by the officers of the Association with the formalities of the execution of a deed. The amendment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

The foregoing were adopted as the By-Laws of DEER RUN PROPERTY OWNERS' ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors by unanimous vote of all of the Directors on this 29th day of March, 1979.

  
\_\_\_\_\_  
President

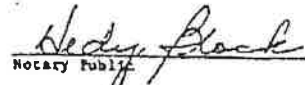
ATTEST

  
\_\_\_\_\_  
Secretary (Assistant)



STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing By-Laws of DEER RUN PROPERTY OWNERS' ASSOCIATION, INC., were acknowledged before me this 29 day of March, 1979, by Thomas S. Waldron, as President of DEER RUN PROPERTY OWNERS' ASSOCIATION, INC., and attested by Media O. Rasch, Assistant Secretary.

  
\_\_\_\_\_  
Notary Public

(SEAL)

My Commission Expires:  
Notary Public, State of Florida at 3pm  
My Commission Expires Aug. 15, 1981



OFF REC 3032 PG 1724

Record Verified  
Palm Beach County, FLA.  
John H. Dunkle  
Clerk Circuit Court

Return → THIS INSTRUMENT PREPARED BY:  
ROBERT E. COCK  
DeSANTIS, COCK, MEEHAN, COMEN,  
GASHILL & SILVERMAN, P.A.  
800 U.S. HIGHWAY ONE  
P. O. BOX 14546

79 052900

REC'D MAR 29 4 46 PM '79

# State of Florida



## Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of DEER RUN PROPERTY OWNERS' ASSOCIATION, INC., a corporation not for profit organized under the Laws of the State of Florida, filed on March 22, 1979, as shown by the records of this office.

The charter number for this corporation is 748395.

28.00



Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 22nd day of March, 1979.

*[Signature]*  
Secretary of State

CSRS 101  
23-78

ARTICLES OF INCORPORATION

FILED

OF

DEER RUN PROPERTY OWNERS' ASSOCIATION, INC.  
( A Corporation not for Profit)

MAY 9 10 AM 1971  
DEPARTMENT OF STATE  
TALLAHASSEE, FLORIDA

In compliance with the requirements of Chapter 617, Florida Statutes, the undersigned persons do hereby make, subscribe and acknowledge that they have voluntarily associated themselves together for the purpose of forming a corporation not for profit, the Articles of Incorporation of which read as follows:

ARTICLE I

NAME OF CORPORATION

The name of the corporation is DEER RUN PROPERTY OWNERS' ASSOCIATION, INC., hereafter called the "Association".

ARTICLE II

PRINCIPAL OFFICE

The initial principal office of the Association shall be located at 205 Pike Road, West Palm Beach, Florida.

ARTICLE III

REGISTERED AGENT AND REGISTERED OFFICE

Thomas S. Waldron, whose address is 205 Pike Road, West Palm Beach, Florida, is hereby appointed the initial registered agent of this Association, and his address is designated as the initial registered office of the Association.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, will make no distribution of income to its members, Directors or Officers, and the specific purposes for which it is formed are to provide for the ownership, maintenance, and preservation of the common area within the Property being developed as DEER RUN hereinafter referred to as the "Project", in West Palm Beach, Palm Beach County, Florida, and to promote the health, safety, and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association and for these purposes to:

- (a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions, and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of the Clerk of the Circuit Court of Palm Beach County and as the same may be amended from time to time as herein provided, said Declaration being incorporated herein as if set forth at length;
- (b) Fix, levy, collect, and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of

the Association, including all licenses, taxes, or governmental charges levied or imposed against the property of the Association;

- (c) Acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, maintain, convey, lease, transfer, dedicate for public use, or otherwise dispose of real or personal property in connection with the affairs of the Association;
- (d) Borrow money, and with the assent of two-thirds (2/3) of the members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
- (e) Dedicate, sell, or transfer all or any part of the common area of DEER RUN to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the directors. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of the directors, agreeing to such dedication, sale, or transfer;
- (f) ~~Participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and common area, provided that any such merger, consolidation, or annexation shall have the assent~~

of two-thirds (2/3) of each of members; and  
(2) Have and to exercise any and all powers, rights, and  
privileges which a corporation organized under the  
Non-Profit Corporation Law of the State of Florida  
by law may now or hereafter have to exercise.

#### ARTICLE V

##### MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any single family residential unit within the property known as DEER RUN which is subject by the Declaration to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any unit which is subject to assessment by the Association.

#### ARTICLE VI

##### VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant (provided that Class B stock continues to exist) and shall be entitled to one vote for each lot owned. At such time as Declarant's Class B stock is converted to Class A stock in accordance with the provisions hereinafter contained, Declarant shall likewise be a Class A member and entitled to one vote for each lot owned.

Class B. Class B Member(s) shall be the Declarant who shall be entitled to three (3) votes for each lot owned. Class B membership shall cease and be converted to Class A membership on the first to occur of either of the following events:

- (a) The total votes outstanding in Class A equals the total votes outstanding in Class B, or
- (b) Five years after the recording of this Declaration among the public records of Palm Beach County, Florida.

#### ARTICLE VII

##### INCORPORATORS AND BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of not less than three (3) nor more than nine (9) Directors who, for a period of five (5) years after the issuance of the Association's Certificate of Incorporation need not be Members. The initial Board and the succeeding Boards during said five (5) years period shall be comprised of three (3) members. The names and addresses of the Incorporators and the persons who are to act in the capacity of Directors until the election of their successors at the annual meeting of the members are:

Thomas S. Waldron, Individually  
and as Pres. of SAFARI RANCHETTE ES-  
TATES, INC.  
Robert B. Cook

205 Pike Road  
West Palm Beach, Florida

860 U. S. Highway One  
North Palm Beach, Florida

Sarah Diane McComish

860 U. S. Highway One  
North Palm Beach, Florida

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

ARTICLE VIII

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of its members. Upon dissolution of the Association, other than incident to merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed, and assigned to any non-profit corporation, association, trust, or other organization to be devoted to such similar purposes.

ARTICLE IX

DURATION

The corporation shall exist perpetually

ARTICLE X

AMENDMENTS

Amendment of these Articles shall require the assent of seventy-five (75%) percent of the entire membership.

ARTICLE XI

OFFICERS

The affairs of the Association will be administered by the officers designated in the By-Laws of the Association. Said officers will be elected by the Board of Directors at its first meeting following the annual



meeting of the members of the Association and will serve at the pleasure of the Board of Directors. The names and addresses of the officers who will serve until their successors are designated are as follows:

PRESIDENT:	Thomas S. Waldron	205 Pike Road West Palm Beach, Florida
VICE-PRESIDENT:	Media O. Raftch	205 Pike Road West Palm Beach, Florida
SECRETARY:	Hedy Block	205 Pike Road West Palm Beach, Florida
TREASURER:	Hedy Block	205 Pike Road West Palm Beach, Florida

#### ARTICLE XII

##### BY-LAWS

The first By-Laws of the Association will be adopted by the Board of Directors named herein, and may be altered, amended, or rescinded in the manner provided by said By-Laws.

#### ARTICLE XIII

##### INDEMNIFICATION

Every Director and every officer of the Association will be indemnified by the Association against all expenses and liabilities, including legal fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director, or officer of the Association whether or not he is a Director or officer at the time such expenses are incurred, except when the Director or officer is judged guilty of willful misfeasance or malfeasance in the performance of his duties. Provided that, in the event of a settlement this right of indemnification will only apply if the Board of Directors approves such settlement and reimbursement as being in the best interests of the

OFF REC 3032 FG 1714

Association. The foregoing right of indemnification will be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

IN WITNESS WHEREOF, the undersigned subscribers have executed these Articles of Incorporation this 7<sup>th</sup> day of February, 1979.

Robert B. Cook  
Robert B. Cook

SAFARI RANCHETTE ESTATES, INC.  
BY Thomas S. Waldron  
President

STATE OF FLORIDA  
COUNTY OF PALM BEACH

Sarah Diane McCamish  
Sarah Diane McCamish

The foregoing Articles of Incorporation of DEER RUN PROPERTY OWNERS' ASSOCIATION, INC. were acknowledged before me this 7<sup>th</sup> day of February, 1979 by Thomas S. Waldron as President of Safari Ranchette Estates, Inc., a Florida corporation and he acknowledged before me that he executed same on behalf of the corporation.

Paul D. [Signature]  
Notary Public, State of Florida  
at Large.

(SEAL)

My Commission Expires:  
NOTARY PUBLIC - STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES SEP 4 1981  
BONDED FROM GENERAL AND UNDERWRITERS

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing Articles of Incorporation were acknowledged before me this 7th day of February, 1979 by ROBERT B. COOK and SARAH DIANE McCAMISH

Leona McDermott  
LEONA McDERMOTT  
NOTARY PUBLIC - STATE OF FLORIDA AT LARGE

(SEAL)  
My commission expires:  
Notary Public, State of Florida - at Large  
My Commission Expires Dec. 14, 1981

OFF REC 3032 PG 1715

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