

This instrument was prepared by:
KENNETH S. DIREKTOR, ESQ.
Becker & Poliakoff, P.A.
625 North Flagler Drive - 7th Floor
West Palm Beach, FL 33401
(W-C 112)

**CORRECTIVE
CERTIFICATE OF AMENDMENT TO THE
AMNEDED AND RESTATED DECLARATION OF RESTRICTIVE COVENANTS
AND
AMENDED AND RESTATED BY-LAWS FOR
EASTPOINTE HOME OWNER'S ASSOCIATION, INC.**

WHEREAS, the Declaration of Restrictive Covenants for Eastpointe Home Owner's Association, Inc. has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book 2543 at Page 1230; and

WHEREAS, the Amended and Restated Declaration of Restrictive Covenants for Eastpointe Home Owner's Association, Inc. has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book 14609 at Page 1472; and

WHEREAS, the Amended and Restated By-Laws for Eastpointe Home Owner's Association, Inc. are attached as an exhibit thereto; and

WHEREAS, a Certificate of Amendment to the Amended and Restated Declaration of Restrictive Covenants for Eastpointe Home Owner's Association, Inc. was recorded in the Public Records of Palm Beach County, Florida in Official Records Book 23069 at Page 632; and

WHEREAS, the aforementioned Certificate of Amendment does not accurately set forth Article I, Section F, and Article IV, Section A, of the Amended and Restated Declaration of Restrictive Covenants as previously amended by Certificate of Amendment recorded on February 1, 2006, at Official Records Book 19876 at Page 289 of the Public Records of Palm Beach County, Florida, and the attached has been corrected to accurately incorporate the aforementioned provisions as amended.

NOW, THEREFORE, the undersigned hereby files this Corrective Certificate of Amendment to correct the clerical errors in Article I, Section F, and Article IV, Section A, of the Amended and Restated Declaration of Restrictive Covenants:

SEE ATTACHED

* * * * *

WITNESS my signature hereto this 15 day of April, 2009, at Palm Beach Gardens, Palm Beach County, Florida.

**EASTPOINTE HOME OWNER'S
ASSOCIATION, INC.**

Darlene Harbar
Witness
Darlene Harbar
(PRINT NAME)

By: Habit Manalaya
President

Gina Mocheri
Witness
Gina Mocheri
(PRINT NAME)

Attest Valerie Winter
Secretary

[Notary page to follow]

STATE OF FLORIDA :
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 15th day of April 2009, by Herbert Manlowey and Valene Winters, as Pres. and Secretary, respectively, of **Eastpointe Home Owner's Association, Inc.**, a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced _____ as identification and did take an oath.

Lisa M. Sullivan (Signature)

LISA M. Sullivan (Print Name)
Notary Public, State of Florida at Large



**AMENDED AND RESTATED DECLARATION OF
RESTRICTIVE COVENANTS FOR THE
EASTPOINTE HOME OWNERS' ASSOCIATION, INC.**

	Page(s)
Preamble	3-4
ARTICLE I - Definitions	5-8
ARTICLE II - Eastpointe Home Owners' Association, Inc.	
A. General	8
B. Membership	8-9
C. Rights, Privileges and Obligations	9
D. Board of Directors	9
ARTICLE III - Land Use	
A. Residential Use	9
B. Building Lines	9
C. Minimum Unit Size	10
D. Type of Construction	10
E. Signs	10
F. Animals	10
G. Nuisances	10
H. Unsightly Articles	11
I. Removal of Trees	11
J. Subdivision or Joinder of Lots	11
K. Antennas	11
L. Vehicle Restrictions	11-14
M. Landscaping	14
N. Maintenance of Grounds	14-15
O. Maintenance of Residential Units	15
P. Recreational Facilities	16
ARTICLE IV - Common Property	
A. Common Property	16
B. Limited Common Property	17
ARTICLE V - Assessments	
A. General	17
B. Amount of Assessments	17-18
C. Capital Expenditures	18
D. Notice	18
E. Liability	18
F. Lien and Acceleration	19
G. Priority of Lien	19
H. Enforcement	19
I. Proof of Payment	20
ARTICLE VI - The Architectural Control Committee	
A. General Powers	20
B. Committee Membership	20
C. Rules and Regulations	21
D. Certification of Compliance	21
E. Administrative Fees, Compensation and Security Deposit	21
F. Liability	21-22
G. Quorum	22
H. Appeal	22
I. Proviso	22

**AMENDED AND RESTATED DECLARATION OF
RESTRICTIVE COVENANTS FOR THE
EASTPOINTE HOME OWNERS' ASSOCIATION, INC.**

	Page(s)
ARTICLE VII - Easements	
A. Reservations	23
B. Use of Maintenance by Owners	23
C. Liability of Use of Easements	23
D. Easements for Ingress and Egress	24
ARTICLE VIII - Remedies	
A. Enforcement	24
B. Suspensions	24
C. Cumulative Rights	25
D. Fining	25
E. Entering onto Lot	26
F. Denial of Access to Property	26
ARTICLE IX - Grantee's Acceptance	26
ARTICLE X - Conveyances, Sales, Rentals, Leases and Transfer	26-29
ARTICLE XI - Severability	29
ARTICLE XII - Term and Amendment	30
ARTICLE XIII - Village Associations	
A. General	30
B. Membership	30
C. Board of Directors	31
D. Budget	31
E. Procedure	31
ARTICLE XIV - Property Associations	
A. General	31
B. Eastlakes Property Owners' Association, Inc.	31-32
C. Eastpointe Property Owners' Association, Inc.	32
D. Membership	32
E. Board of Directors	32
ARTICLE XV - Membership in a Country Club	32-35
ARTICLE V - Architectural Control Committee - 4. Proviso	36

NOTE: For simplicity and clarity, this document replaces the Declaration of Restrictive Covenants for Eastpointe Home Owner's Association, Inc. executed by Developer on May 1, 1976, recorded on May 26, 1976, at Official Records Book 2543, Page 1230, of the Public Records of Palm Beach County (hereinafter the "Original Declaration").

**AMENDED AND RESTATED DECLARATION OF RESTRICTIVE COVENANTS
FOR THE EASTPOINTE HOME OWNERS' ASSOCIATION, INC.**

This Amended Declaration of Restrictive Covenants (hereinafter referred to as "Amended Declaration") is made this _____ day of _____, _____, by the Eastpointe Home Owners' Association, Inc., a Florida "not for profit" Corporation, which Corporation is the Association of all property owners in the Eastpointe Country Club Subdivision (hereinafter known as the "Eastpointe Community"), the legal description of said subdivision being set forth in Exhibit "A," attached hereto and made a part hereof.

PREAMBLE

WHEREAS, the original Declaration of Restrictive Covenants ("Declaration") of the Eastpointe Home Owners' Association was adopted on May 1, 1976, and recorded on May 26, 1978, at Official Records Book 2543, Page 1230, of the Public Records of Palm Beach County, Florida, by the original Owner and Developer of the Eastpointe Community, and

WHEREAS, Article XII of the Declaration provided that the provisions and covenants of said Declaration shall affect and run with the land and shall exist and be binding upon all parties claiming any interest in the Eastpointe Community until December 31, 1999, after which time the same may be extended for successive periods of ten (10) years each, and

WHEREAS, Article XII has been amended to provide for an extension of the Declaration until December 31, 2001, and subsequently extended to December 31, 2002, after which time the same may be extended for periods of time, and/or amended, as shall be approved by a majority of the voting membership present at a special or annual meeting, and

WHEREAS, it is desirable that all lands in the Eastpointe Community be and remain subject to the covenants and provisions of this Amended Declaration as hereinafter set forth, and that said covenants shall run with the land and shall exist and be binding in perpetuity upon all parties claiming any interest in the Eastpointe Community, and

WHEREAS, the Declaration has not been substantially amended since May 1, 1976, and

WHEREAS, it is the responsibility of the Home Owners' Association to bring up to date all documentation pertaining to governance of the Eastpointe Community, and

WHEREAS, the Eastpointe Community was developed as a gated country-club community, featuring the amenities of two country clubs, the Eastpointe Country Club and the Golf and Racquet Country Club, and

WHEREAS, the value of the Units in the Eastpointe Community and also the lifestyle of the residents is positively influenced by the Golf Course Properties and Country Club amenities' being maintained in an attractive and first-class manner, and

WHEREAS, the areas surrounding the Eastpointe Community are dramatically changing by ongoing upscale developments, and

WHEREAS, the Board of Directors of the Home Owners' Association has observed a trend whereby an increasing number of Eastpointe Unit Owners have elected to discontinue their memberships in, or have elected not to join, either country club, and

WHEREAS, it is the judgment of the Board of Directors of the Home Owners' Association that such a trend, if permitted to continue, will adversely impact the values of Units and the quality of residents' lifestyles in the Eastpointe Community, and

WHEREAS, every Unit Owner took title to a Unit in the Eastpointe Community subject to the knowledge that the Declaration of Restrictive Covenants, the Articles of Incorporation, and By-Laws of the Eastpointe Homeowners' Association could be amended, from time to time, with the requisite approval vote of the Members, and

WHEREAS, all persons or entities acquiring title to a Unit, as defined below, after the recordation of this Amended and Restated Declaration of Restrictive Covenants, are required to become members of either Country Club, as defined below, the foregoing being a reasonable method to insure that the amenities of the community are maintained in an attractive and first-class manner in order to enhance the value of Owners' Units and the quality of lifestyles in the Eastpointe Community.

NOW, THEREFORE, the Declaration, and all of its provisions and covenants, as amended, is hereby further amended and restated in its entirety as set forth herein, and the provisions and covenants of this Amended Declaration are hereby adopted in their entirety, and shall be effective January 1, 2003, and shall be forthwith recorded in the public records of Palm Beach County, State of Florida.

ARTICLE I DEFINITIONS

The following terms, as used in this Amended Declaration, are defined as follows:

A. "Articles" means the Articles of Incorporation, as amended, of the EASTPOINTE HOME OWNERS' ASSOCIATION, INC."

B. "Association" means EASTPOINTE HOME OWNERS' ASSOCIATION, INC., a Florida Corporation not for profit.

C. "Board" means the Board of Directors of the Association.

D. "By-Laws" means the By-Laws of the Association.

E. "Committee" means the Architectural Control Committee.

F. "Common Property" means the roadways, parcels of land or water designated "Recreation Areas" or "Park Areas", drainage or utility easements, and all other real or personal property acquired by the Association, whether from Declarant or otherwise, and whether by way of dedication or by deed, together in each instance with all improvements which may at any time or from time to time be constructed thereon.

G. "Condominium Association" means each of the following associations: Briarwood Condominium Association, Pinewood Condominium Association, and Pinewood II Condominium Association, their successors and assigns, heretofore created as condominiums under Chapter 718 of the Florida Statutes, for the purpose of administering the affairs of each association, and, where the context so requires, the term may mean all of such associations, collectively.

H. "Country Club" means either the Eastpointe Country Club or the Golf and Racquet Country Club.

I. "Declarant" means EASTPOINTE DEVELOPMENT COMPANY, its successors and assigns.

J. "Eastpointe Community" means all of that real property situated in the County of Palm Beach, State of Florida, located between Donald Ross Road and Hood Road, west of Florida's Turnpike, and more particularly described on Exhibit "A" attached hereto, and all that real property that may hereafter be made subject to these Restrictive Covenants, now owned or hereafter acquired by the Association.

K. "EASTLAKES POA" means the EASTLAKES PROPERTY OWNERS' ASSOCIATION, INC., formed under Chapter 617, Florida Statutes, for the purpose of operating and maintaining those portions of the Eastpointe Community described below as "Eastlakes Village" and which has specific powers and duties as defined in Article XIV.

L. "EASTPOINTE POA" means the EASTPOINTE PROPERTY OWNERS' ASSOCIATION, INC., formed under Chapter 617, Florida Statutes, for the purpose of operating and maintaining those portions of the Eastpointe Community described below as "EAST VILLAGE," "WEST VILLAGE," "LAKE VILLAGE," and "SOUTH VILLAGE," and which has specific powers and duties as defined in Article XIV.

M. "Garden Apartments" means an Attached Residential Unit, as hereinafter defined, created as a condominium under Chapter 718, Florida Statutes, and constructed in buildings of two stories, wherein each apartment shall be considered a Residential Unit as herein defined.

N. "Golf Cottage" means a Detached Residential Unit, as hereinafter defined, on a Lot of 6000 square feet or less.

O. "Improvements" means all buildings, streets, roads, roadways, driveways, parking areas, utilities, fences, retaining and other walls, trees, landscape plantings, poles, antennae, and other structures of any type or kind.

P. "Limited Common Property" means such parking spaces, driveways, or other facilities specifically designed to provide exclusive parking or access to each Golf Cottage, Townhouse, Garden Apartment, or group of Detached Residential Units.

Q. "Lot" means any Lot in the Eastpointe Community.

R. "Owner" or "Member" means any person or legal entity who, from time to time, holds fee simple title to any Lot or Residential Unit in the Eastpointe Community.

S. "Recreational Area" means areas including all of the Residential Units to which the various recreation centers, which may include a building, swimming pool and tennis courts, are assigned.

T. "Residential Unit" or "Residential Dwelling" means either a Detached or Attached Residential Unit, defined specifically as follows:

1. "Detached Residential Unit" means either a "Single Family Dwelling, as hereinafter defined, or a "Golf Cottage," as previously defined.

2. "Attached Residential Unit" means either of the following types of multi-family dwellings: specifically, all "Townhouses," as hereinafter defined, and "Garden Apartments," as previously defined.

U. "Single Family" means one or more persons each related to the other by blood, marriage or legal adoption, or a group of not more than three (3) adult persons not so related, together with no more than one (1) domestic servant, maintaining a common household.

V. "Single Family Dwelling" means a Detached Residential Unit on a Lot greater than 6000 square feet.

W. "Townhouse" means an Attached Residential Unit having common or party walls, with each townhouse building containing not less than two (2) nor more than seven (7) units, sometimes herein referred to as "Lake Villas," "Villas," or "Patio homes."

X. "Unit" means any Lot or Residential Unit in the Eastpointe Community.

Y. "Village" means those several geographically clustered residential areas throughout the Eastpointe Community, more particularly identified by plats as follows. All Plats are filed in the Public Records of Palm Beach County, Florida, and all references to a Plat shall also mean and refer to any recorded replats of said Plats:

1. EAST VILLAGE is comprised of the lands in Plats 1, 2, 3, 5, and 5A.
2. WEST VILLAGE is comprised of the lands in Plat 4.
3. SOUTH VILLAGE is comprised of the lands in Plat 8 and 8A.
4. LAKE VILLAGE is comprised of the lands in Plats 6, 7, 7A, and 7B.
5. CYPRESS RUN VILLAGE is comprised of the lands in Plats 8A and 9.
6. CONDOMINIUM VILLAGE is comprised of certain lands in Plats 10, 12, and a portion of 13, which are under a condominium form of ownership.
7. BIRCH/PALM VILLAGE is comprised of the lands in Plats 11 and 14.
8. PINWOOD VILLAGE is comprised of the lands in Plat 12.

9. EASTLAKES VILLAGE is that portion of the Eastpointe Community which consists of that portion of Plat 8A comprising Cypress Run Village and Plats 9 through 14.

Z. "Verification," is the confirmation that a grantee of a Unit has satisfied all prerequisites to become a member of one of the country clubs as provided in Article XV of this Amended Declaration.

AA. "Village Association" means an unincorporated organization which may be formed to administer the affairs of a particular Village, membership in which is available to every person, whether individual, partnership, corporation or other entity, who owns or acquires a Lot or Residential Unit in the particular Village, as applicable to said Village. Its specific powers and duties are as defined in Article XIII.

BB. "Residential Property" means all Residential Units and lands appurtenant thereto and Lots referred to in this document.

ARTICLE II EASTPOINTE HOME OWNERS' ASSOCIATION, INC.

A. General.

The Association is a Florida Corporation not for profit, organized to promote and further the common interests of Owners in the Eastpointe Community. The Association shall have such powers in the furtherance of its purposes as are set forth in this Amended Declaration and the Articles of Incorporation, By-Laws and Rules and Regulations, the latter three of which are incorporated herein as though fully set forth at length, including without limitation the power to verify that a grantee of a Unit shall have satisfied all prerequisites to become a member of either country club, as provided in Article XV, Section 2, of this Amended Declaration. In interpreting and implementing all of the foregoing legal documents, the order of priority and preference shall be as follows:

1. Amended Declaration
2. Articles of Incorporation
3. By-Laws
4. Rules and Regulations.

B. Membership.

Membership in the Association is limited to the record title Owners of Residential Units or Lots in the Eastpointe Community, and is automatic with such title record, even though the Owner may also be a member of a Condominium Association or a Village

Association, incident to the ownership of a particular Lot or Residential Unit. No other persons may become members.

C. Rights, Privileges and Obligations.

The rights, duties, privileges and obligations of membership in the Association, including voting rights, are as set forth in this Amended Declaration, and in its Articles, By-Laws and Rules and Regulations.

D. Board of Directors.

The affairs and business of the Association shall be managed and conducted by a Board of Directors, consisting of nine persons, all of whom shall be members of the Association or the spouse companion of a member of the Association, and who shall be elected in accordance with the Articles of Incorporation and the By-Laws.

**ARTICLE III
LAND USE**

A. Residential Use.

All Lots shall be used for Residential Units subject to zoning, building rules, ordinances and regulations of the Palm Beach County and any other applicable governmental authority. Except as to clustered structures as set forth in Article III, Section B below, no structure shall be erected, placed or permitted to remain on any Lot other than a single private Detached Residential Unit, together with an attached garage or attached or detached carport. In any case where the outside wall of the garage is on a Lot line, it may have a common wall with the garage of the adjacent dwelling. No structure shall exceed two stories in height.

B. Building Lines.

No new Residential Unit or other structure which may be erected on a single Lot shall be located less than 25 feet from the front Lot lines nor less than 7.5 feet from any side Lot line, except where Residential Units have been platted to have zero Lot lines, nor less than 25 feet from the rear Lot line. These restrictions apply also to modifications to existing Residential Units. All new Residential Units or other structures, or modifications to existing structures, which are clustered on Lots as defined in the applicable or comparable provisions, if any, of the Unified Land Development Code for Palm Beach County, shall be constructed within the boundaries of their respective Lot lines; however, there shall be no setback requirements from any such Lot line, except those established by the said Unified Development Code of Palm Beach County for "clustered" Lots or Residential Units.

C. Minimum Unit Size.

Any Single Family Dwelling must have a livable floor space of no less than 1700 square feet, exclusive of open or screened porches, patios, terraces, garages, or carports. Any Golf Cottage or Townhouse must have a livable floor space of not less than 1400 square feet and any Garden Apartment must have a livable floor space of no less than 900 square feet per Unit, exclusive of open or screened porches, patios, terraces, garages, or carports.

D. Type of Construction.

All new structures, or modifications and materials applied to existing structures shall be in conformity with all applicable governmental codes, rules, regulations and laws, including building and land development codes and regulations for Palm Beach County and shall be subject to approval by the Committee.

E. Signs.

Each Detached Residential Unit shall have a house number whose numerals are at least four inches high, easily visible from the street, in conformity with fire regulations. A plate not exceeding one (1) square foot in area indicating the name of the occupant is permitted. Except for signs which the Association is required to post, install, or monitor by law, or otherwise deems necessary to promote the health, safety and welfare of its members, all other signs are specifically prohibited, except as may be approved by the Committee.

F. Animals.

No animals, birds or other creatures shall be kept and maintained in a Residential Unit or on any part of the Residential Property, except for domestic house pets which shall be kept only for the pleasure and use of the occupants and not for any commercial use or purposes. The number of allowable pets shall not exceed two. All pets must be kept on a leash when outside of the Owner's premises, and their excrement must be removed immediately by the owner. Pets must not become a nuisance to other residents.

G. Nuisances.

Nothing shall be done or retained on any Residential Unit or Common Property or any activity thereon which may become an annoyance or nuisance to any of the residents. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted in writing by the complainant, and shall be subject to and governed by the appeal process in accordance with Article VI, Section I, hereof.

H. Unsightly Articles.

Garbage, rubbish and recyclable-material receptacles shall be kept within the Residential Unit, garage or carport, except for the day of collection. No clothes lines or drying yards shall be used outside of a Residential Unit. No Lot shall be used or maintained as a dumping ground for refuse.

I. Removal of Trees.

No live tree may be removed without the prior written consent of the Committee.

J. Subdivision or Joinder of Lots.

No existing Lot shall be subdivided. The Owner of two or more contiguous lots may apply to the Association and the Committee for permission to use such Lots as the site of a single Detached Residential Unit. Upon the written consent of the Association, the Owner shall be authorized to use the two contiguous Lots to construct a single Detached Residential Unit. The owner of combined Lots shall not be required to comply with the interior side-yard setbacks. Notwithstanding anything herein or governmental approval to the contrary, the combined Lots shall thereafter be regarded as a single Lot for the purposes of voting rights and assessments hereunder, subject to the provisions of Section N. hereunder for varying assessments based on the size of Lots.

K. Antennas.

To the fullest extent permitted by the applicable federal, state and local law, the Association shall have the right, through the Board of Directors, to promulgate and amend from time to time rules and regulations regarding the installation of satellite dishes or antennas on any portion of the property. The installation of an approved antenna or satellite dish by any Unit Owner shall not relieve the Unit Owner from his or her share of Association expenses relative to any bulk contract entered into by the Association for cable, SMATV or other pay television services or for fiber optic, wireless or other electronic communication services, including, but not limited to, internet services.

L. Vehicle Restrictions.

1. Permitted and Prohibited Vehicles. The following guidelines shall apply with regard to permitted and prohibited vehicles in the Eastpointe community:

- (a) ONLY passenger automobiles and station wagons may park within the Eastpointe Community. The only exceptions are those exceptions noted in sub-paragraph (b) below.

(b) Without limiting the general provisions set forth above, the following types of vehicles WILL NOT be permitted to park within the Eastpointe Community, except as provided by sub-paragraph (c) below:

- (i) Commercial vehicles of any type;
- (ii) Non-passenger vans (defined for the purpose of this provision as vans without windows on all body panels). Private passenger vans with windows on all body panels are permitted;
- (iii) Motorcycles or other two-wheeled motorized vehicles;
- (iv) Limousines or "stretch" limousines;
- (v) Trucks, including, but not limited to, any vehicle which is designed or used primarily for the transportation of cargo, not passengers. Pick-up trucks used primarily as passenger vehicles are permitted so long as the pick-up truck is less than a three-quarter (3/4) ton capacity, does not violate any other provision hereof, is not used to transport cargo and does not contain personal property, whether business or personal, in an open bed or otherwise on the exterior of the vehicle. Sport utility vehicles (defined for the purposes of this rule as private passenger vehicles which are primarily designed and used for non-commercial purposes, such as Jeep Cherokees and Ford Explorers), are permitted;
- (vi) Agricultural vehicles;
- (vii) Dune buggies;
- (viii) Any trailer or other device transportable by vehicular towing;
- (ix) Semis, tractors or tractor trailers;
- (x) Buses;
- (xi) Travel trailers;
- (xii) Boats and boat trailers with or without boats;

(xiii) Vehicles which are not fully mechanically operable or not currently licensed for use;

(xiv) Motorcycle delivery wagons;

(xv) Recreational vehicles;

(xvi) Mobile homes or mobile houses;

(xvii) Truck mounted campers attached or detached from the truck chassis;

(xviii) Motor homes or motor houses;

(xix) Motor vehicles not having any bodies whatever, or incomplete buggies;

(xx) Swamp buggies;

(xxi) Passenger automobiles that have been converted for racing.

(c) While engaged in making deliveries or service calls, trucks and other commercial vehicles may be parked in designated areas for short periods, but not overnight.

(d) All vehicles parked within the Eastpointe Community contrary to the provisions contained herein shall be subject to being towed in accordance with Section 715.07, Florida Statutes, as amended from time to time, at the expense of the owner of the vehicle. Towing shall not be the exclusive remedy of the Association.

(e) Notwithstanding anything herein to the contrary, but subject to sub-paragraph (c) above, no vehicle or other device shall be permitted to park within the Eastpointe Community for other than delivery purposes, if its dimensions exceed the dimensions of the parking space assigned or designated.

(f) Notwithstanding anything to the contrary, the Board shall have the authority to grant variances from the provisions hereof when the circumstances presented to the Board warrant such consideration. Any variances which may be granted, unless otherwise expressly provided by the Board, shall not run with the Unit, but be personal to the Owner and shall cease when such Owner no longer resides in the Eastpointe

Community, or when the circumstances which justified the variance no longer exist.

(g) The Board may adopt and amend additional rules and regulations with regard to the parking of permissible vehicles, including, but not limited to, rules and regulations addressing parking on the street, the requirement of decals or other bar codes, fees associated with the issuance of decals, and traffic safety rules.

M. Landscaping.

Any changes to existing landscaping and any proposed landscaping for any Residential Unit, including the common elements for any Condominium Association or common areas for other types of Attached Residential Units, must be submitted to and have the prior written approval by the Committee. This provision for prior approval by the Committee shall not apply to the planting and/or removal of any plants which are commonly called annuals.

N. Maintenance of Grounds.

All lawn and landscaping maintenance on the exterior of each type of Residential Unit shall be done and performed by the Association, its assignees, a Condominium Association, or, with the prior written consent of the Board, or an unincorporated group of Owners, as the case may be, including the removal of weeds, underbrush or other unsightly growth. The expense of such mandatory lawn and landscape maintenance shall be assessed by the entity actually performing the maintenance, whether that be the Association, EASTLAKES POA, EASTPOINTE POA, a Condominium Association or such other unincorporated group of Owners as the Association may allow to be formed for the purpose of undertaking their own lawn and landscape maintenance. In the event that an owner elects to perform or to hire a personal landscape contractor to perform landscape maintenance in lieu of that provided by the Association, this does not relieve the owner of the obligation to pay the assessment imposed by the Association.

Notwithstanding anything herein to the contrary, if an Owner requests a change or addition to shrubs or trees on his/her Lot, and the Committee requires as a condition for approval that the Owner be responsible for its care and maintenance (such as for citrus trees), this shall then relieve the Association of its mandatory maintenance duty as to such tree or shrub. Furthermore, the Owner may request that the landscape contractor not trim some shrubbery or trees; however, the Owner is then responsible to maintain such shrubbery or trees in a good condition. If the shrubbery or trees are not kept in a good condition, or if the Lot becomes unkempt or unsightly for any reason, the Association may take such reasonable action as it deems necessary to alleviate such condition(s), after not less than ten (10) days' prior written notice to the Owner. If such action requires entry onto the Owner's property, such entry shall not be deemed a

trespass and shall be deemed authorized by this Amended Declaration. The Association shall charge and assess the Owner to cover all of the costs incurred, including a reasonable administration fee by the Association, and shall have full assessment and lien rights, as set forth in Article V of this Amended Declaration.

The removal and replacement of sod, plants and trees, except as noted herein, is not considered to be a part of the Association's mandatory lawn and landscape maintenance duties. Where patches of lawn or shrubs are damaged by the improper performance of the landscape or pest-control contractor, or by the improper functioning of irrigation, in those areas where the Association is responsible for irrigation, the Association will replace same. The Owner shall be responsible for the removal of dead or diseased trees or shrubs and for their replacement, if desired. The Owner may be required to replace such trees or shrubs if the Committee determines that they are necessary to maintain the aesthetics of the Eastpointe Community.

O. Maintenance of Residential Units.

Maintenance, including, but not limited to, replacement, cleaning and painting of outside walls, driveways, other exterior improvements or structures, roofs, property divider walls and fences (hereinafter collectively referred to as "maintenance") pertaining to all Detached Residential Units shall be the responsibility of the Owner thereof. In the case of Townhouses, such responsibility shall be the joint responsibility of all of the Owners of the Units of the Townhouse. The share of the total cost borne by each Owner shall be equal to the ratio of the square footage of his/her Unit to the total square footage of all the Units within that Townhouse. In the case of Garden Apartments, the Condominium Association shall be responsible for the maintenance, including replacement, cleaning or painting of the Condominium building. The Association shall have the right to make a determination that any Residential Unit is in need of maintenance, and, after giving the owner thereof sixty (60) days notice of such determination, accompanied with a demand that the owner cause the maintenance to be completed prior to the expiration of the sixty (60)-day period, or commenced prior to the expiration of the sixty (60)-day period if the required maintenance, in the further determination of the Association, cannot reasonably be completed within the said sixty (60) days, the Owner shall be given a reasonable period of time to comply. Upon the failure of the owner thereof to comply with such notice and demand, the Association shall cause such maintenance to be performed and done, and shall charge the Owner to cover all of the costs incurred, including a reasonable administration fee by the Association, and any attorney's fees, and shall have full assessment and lien rights, as set forth in Article V of this Amended Declaration. In conjunction with the aforementioned responsibilities of the Owners, the Board of Directors is authorized to make and amend rules and regulations regarding required licensure and insurance for contractors performing any of the maintenance, repair or replacement functions for which the Owners are responsible hereunder.

P. Recreational Facilities.

Use of the recreation centers located throughout the Eastpointe Community shall be restricted to only those Owners, their guests and lessees, of Lots or Residential Units within each specific Recreational Area and only the Owners of such Lots or Residential Units shall be assessed for the costs of maintenance and operation thereof.

**ARTICLE IV
COMMON PROPERTY USE**

A. Common Property.

All property in the Eastpointe Community designated as Common Property, as hereinbefore defined, is and shall remain private property of the Association, including its assignees, and the recording of this Amended Declaration shall not be construed as a dedication to the general public of any Common Property located therein.

The use and enjoyment of the Common Property and Improvements thereon shall be subject to the powers of the Association as set forth in this Amended Declaration, the Articles of Incorporation, the By-Laws and the Rules and Regulations governing the use of such property and Improvements as may from time to time be adopted by the Association or its assignees.

Security of the entire Eastpointe Community, excluding the Residential Units, and maintenance of the Common Property, including but not limited to the roads, street lights, recreation and park areas, gatehouses and entranceways, canals, lake and storm-drainage areas and structures, is the obligation and responsibility of the Association, and each Owner hereby agrees to accept his/her pro-rata share of the common expenses which are incurred to meet such obligation. The Association shall not be responsible for maintenance of the common elements, as such common elements are defined in the respective condominium documents, of the Condominiums.

The Common Property may be subject to such additions, alterations or improvements as may be approved by the Board of Directors, provided, however, that any one such addition, alteration or improvement costing in excess of six percent (6%) of the annual budget then in effect, including operating expenses and reserves, or any cumulative additions, alterations or improvements within a single fiscal year costing in excess of fifteen percent (15%) of the annual budget then in effect, including operating expenses and reserves, shall require the approval of a majority of the members present, in person or by proxy, at a meeting at which a quorum is established, or by written agreement, provided a quorum of the membership participates. The foregoing provision shall also apply to any acquisition of real property by the Association, whether or not within or contiguous with the Eastpointe Community. This provision does not apply to maintenance, repair or replacement deemed necessary by the Board of Directors.

B. Limited Common Property.

Those certain driveways, turnaround areas or parking areas which are Common Property, but have a single driveway entrance from the roadway to them and serve the exclusive use of a limited number of Owners, their guests and service personnel, shall be considered to be Limited Common Property, but not including any sodded or landscaped areas contained within the paved areas. The Association shall be responsible for the cleaning, painting or any other maintenance and improvements of Limited Common Property, but the costs thereof shall not be assessed against all Lots and Owners, but shall be the sole and equal responsibility of those Owners who have the exclusive use of such Limited Common Property. The Association shall notify those Owners no less than thirty (30) days in advance of its intent to perform maintenance and the amount of the special assessment to be applied to those Owners to cover the cost of the work.

**ARTICLE V
ASSESSMENTS**

A. General.

Pursuant to the powers granted to it in this Amended Declaration, the Articles of Incorporation and the By-Laws, the Association is hereby expressly authorized and empowered to levy assessments against all Lots and Residential Units in the Eastpointe Community, in order to enhance the quality of life, aesthetic beauty and the property values of the Eastpointe Community. The Board of Directors shall have the power to assess each Lot or Residential Unit as necessary to fulfill its obligations to provide adequate and proper maintenance of the land and facilities.

B. Amount of Assessments.

The Board shall determine the amount of assessment levied against each Lot or Residential Unit, which shall be determined on a pro rata basis, except for differences that may be applicable to Condominium Units or other factors pertaining to the type of Residential Unit, including costs associated with the maintenance of recreation centers assigned to various villages or recreation areas, and except for lawn and landscaping maintenance which may be varied for each Lot or Residential Unit as provided in Article III, Section N. The amount of assessment shall be an obligation of the Owner thereof at the time such charge is made. The foregoing shall not preclude EASTLAKES POA, EASTPOINTE POA, any Condominium Association or other unincorporated group of Unit Owners authorized by the Board to undertake maintenance of their segment of the community from adopting a separate budget for the purpose of undertaking such maintenance and allocating such budget to those persons benefiting from the maintenance and other services to be provided thereunder. Each entity or

unincorporated group adopting its own budget shall be responsible for collecting any assessments levied pursuant thereto.

All new Owners acquiring title after the effective date of this amendment must maintain at least a non-golfing membership in one of the two Clubs in the Eastpointe community. Any unpaid fees, dues, assessments or other financial obligations due by an Owner of a Residential Unit to the Clubs, ~~including any fines which may be levied for disciplinary infractions,~~ may be assigned by the Club to the Association, will be secured by a lien in favor of the Association against the Owner's Residential Unit, and may be foreclosed in the manner of a mortgage. Said lien will secure any financial obligations due at the time a claim of lien is recorded by the Association, as well as any other financial obligations thereafter coming due to the Club, assigned to the Association and remaining unpaid until such time as the lien is satisfied or a certificate of title is issued in connection with a foreclosure of the claim of lien, together with interest at the maximum rate permitted by law, costs and attorneys' fees.

C. Capital Expenditures.

The Board shall establish adequate reserves for capital expenditures as provided herein and in the By-Laws, and shall have the exclusive right and authority to make capital expenditures for any proper purpose of the Association.

D. Notice.

The Secretary, within a reasonable time after determination by the Board of Directors, shall mail or deliver to each Owner whose Lot or Residential Unit is assessed written or electronic notice of each assessment, and the time and manner for payment.

E. Liability.

All persons on title to a Unit are jointly and severally liable for all assessments and other charges coming due while they are the Owners of the Unit. They are also jointly and severally liable with the previous Owner for all assessments that were due as of the time title was acquired. These liabilities will apply regardless of how title is acquired, including by purchase at a judicial sale or foreclosure sale. The liability of a first mortgagee acquiring title as a result of a foreclosure of its mortgage or a deed in lieu of foreclosure of its mortgage shall be ~~limited to those assessments and other charges coming due after the date title is acquired~~ as prescribed in Chapter 720, Florida Statutes, as the same may be amended from time to time. ~~The foregoing limitation on liability for first mortgagees acquiring title shall be limited to the first mortgagees or their successors or those persons or entities taking an assignment of the mortgage, and not any other person acquiring title, and shall only apply if the first mortgagee joined the Association as a defendant junior lienholder in its foreclosure action.~~

F. Lien and Acceleration.

The amount of any assessment levied by the Association, plus any other charges thereon, including interest at a rate per annum not to exceed the highest rate permitted by law, from the date of delinquency, late charges, as determined by the Board of Directors, and costs of collection, including attorneys' fees and costs incident to the collection thereof, if any, shall constitute a continuing lien against the Lot or Residential Unit so assessed and shall be evidenced when the Board causes to be recorded in the office of the Clerk of the Circuit Court of Palm Beach County, Florida, a claim of lien which shall state the amount of such assessment and such other charges and a description of the Lot or Residential Unit which has been assessed. The assessments secured by the lien shall include those due at the time the claim of lien is recorded, as well as those coming due, until such time as the claim of lien is satisfied or until such time as a certificate of title is issued at a foreclosure sale as a result of a foreclosure of the Association's lien. Such claim of lien shall be signed by the President or Secretary of the Association on behalf of the Association and shall otherwise comply with the formalities required under Florida law for the execution of deeds of conveyance. Upon payment in full of all amounts owed the Association pursuant to its lien, or other satisfaction thereof, the Board shall, within a reasonable time, cause to be recorded a further notice stating the release of the lien thereof. In addition to a continuing lien against a Lot or Residential Unit, the obligation to pay assessments shall be the personal obligation of the Owners thereof, including, without limitation, any persons who become Owners following the voluntary transfer of any Lot or Residential Unit. This obligation shall also include all charges, such as interest, late fees and attorneys' fees and costs, incurred by the Association incident to the collection of such delinquent amounts. The Association shall also be entitled to accelerate the annual assessments for the current fiscal year from an Owner who is delinquent in payment of assessments, upon ten (10)-days advance notice to said Owner.

G. Priority of Lien.

The Association's lien, as set forth hereinabove, shall take priority, as against the holder of a first mortgage of record on a Unit, from the date on which the claim of lien is recorded in the Public Records of Palm Beach County, Florida. As against all other interests in a Unit, the lien shall be effective from and shall relate back to the date of recording of this amendment.

H. Enforcement.

The lien provided herein may be foreclosed by suit by the Association in like manner as a mortgage and, in such event, the Association may be a bidder at the foreclosure sale. The Association may also, without waiving any lien rights, pursue any other remedy against any Owner owing money to it, which is available hereunder, or by law or equity for the collection of delinquent amounts owed the Association.

I. Proof of Payment.

Upon written request made by an Owner, the Association shall furnish a statement certifying that assessments then due have been paid, or indicating the amount then due.

**ARTICLE VI
THE ARCHITECTURAL CONTROL COMMITTEE**

A. General Powers.

The Architectural Control Committee shall have the power to establish rules and standards for the entire community. Such rules and standards shall apply to and be binding upon any existing Architectural Control Committees, provided, however, that no such rules or standards shall prevent or prohibit the power of those Architectural Control Committees to enhance or enlarge the rules and standards applicable to the properties under their jurisdiction.

All new structures or improvements and additions, alterations or modifications to an existing structure or improvement, including repainting, and any modifications, either additions or deletions to landscaping (other than the planting of flowers or shrubs commonly called annuals, and ordinary and normal maintenance by the Association), or installation of new landscaping, must have the written approval of the Committee in advance of making such changes, additions, alterations, or modifications.

The application for approval must be in writing in the manner and form prescribed by the Committee. The application form may require that certain plans, surveys, or other documents accompany the application. Prior to making its decision for approval or disapproval, the Committee shall consider the effects of any changes on abutting neighbors. The Committee shall notify the Owners of such Residential Units which the Committee, in its sole discretion, shall deem to be potentially affected by the proposed change. Once an application is complete, it shall be considered at the Committee's next scheduled meeting. The Committee may refuse to approve any application, which in the sole discretion of the Committee is deemed insufficient or does not meet the aesthetic standards of the Community.

B. Committee Membership.

The Committee shall be composed of an odd number of members, no less than three (3) nor more than nine (9), to be appointed by the President, with the approval of the Board. Committee members shall be subject to removal by the President with the approval of the Board and any vacancies that may occur from time to time shall be filled in the same manner as original appointments. The President shall appoint the Chairperson.

C. Rules and Regulations.

The Committee shall adopt written rules and regulations of general application governing the substantive guidelines that will be applied to architectural matters and its procedures as defined in detail in the By-Laws hereto. In all respects, such rules and regulations adopted by the Committee shall be subject to applicable Florida law and construed in such a manner so as to comply with same as it pertains to action taken by and the conduct of the affairs of the Committee.

D. Certification of Compliance.

At any time prior to initiation of construction of any improvement or structure, the Committee may require a certification, upon such form as it shall furnish the contractor, Owner or a licensed architect or surveyor, that such construction does not violate any setback rule, ordinance or statute, nor encroach upon any easement or right-of-way of record. In addition, at any time prior to completion of the work authorized by the Committee as set forth in the approved application, the Committee may require a certification from the Contractor, Owner, Architect or Surveyor that the improvements or structures do not violate any setback regulation, including any condition of approval imposed by the Committee or required by any governmental authority.

E. Administrative Fees, Compensation and Security Deposit.

In the event that the Committee must incur cost to evaluate any application properly, it may institute and require a reasonable filing fee to accompany the submission of plans and specifications, to be not more than one-fourth (1/4) of one percent (1%) of the estimated cost of the proposed construction, subject to a minimum fee of twenty-five dollars (\$25.00) and a maximum fee of \$250.00. No additional fee shall be required for re-submissions. No member of the Committee shall be entitled to any compensation for services performed pursuant to this Amended Declaration. The Committee may also require a security deposit in an amount which shall bear a reasonable relationship to the cost of the proposed construction or work to cover any damage to the Common Property caused by the construction or work and not corrected by the Contractor. The deposit or any unused portion thereof shall be refunded to the Owner, without interest, within twenty (20) days after the Committee determines that there is no remaining damage to the Common Property.

F. Liability.

Notwithstanding the approval by the Committee or the Board of plans and specifications or their inspection of the work in progress, neither the Committee nor the Association, nor any person acting in behalf of them, shall be responsible in any way for any defects in any plans or specifications or other material submitted to the Committee, nor for any defects in any work done pursuant thereto. Each person submitting such

plans or specifications shall be solely responsible for the sufficiency thereof and the adequacy of any construction pursuant thereto.

G. Quorum.

A quorum for a meeting of the Committee shall consist of a majority of the members of the Committee, but no less than three (3) members, and no action may be taken by the Committee which does not have the affirmative approval of a majority of the quorum. However, in the event that no more than three (3) members are in attendance at a Committee meeting, either regular or special, and all members of the Committee were notified at least three (3) days prior to such meeting, then the three (3) members present at the meeting shall constitute a quorum.

H. Appeal.

Notice of all meetings of the Architectural Control Committee shall be given in accordance with the applicable Statute, as same may be amended from time to time. Any person aggrieved by a decision of the Committee, whether the applicant or a Unit Owner objecting to the proposed change, may appeal the decision of the Committee to the Board of Directors. Written notice of the appeal to the Board of Directors must be delivered to the Association not more than ten (10) calendar days after the Architectural Control Committee meeting at which the decision was made. The failure to timely file an appeal within these ten (10) day periods shall constitute a complete waiver of said appeal rights and any decision by the Committee shall be deemed final. The Board may adopt rules and regulations governing the procedures for the filing and consideration of appeals by the Board.

I. Proviso.

The rights of the Association under this Article VI are subject to the following assignments:

1. That assignment dated January 19, 1983, recorded in Official Records Book 3865 at Page 490, of the Public Records of Palm Beach County;

2. That assignment dated January 19, 1983, recorded in Official Records Book 3865 at Page 462, of the Public Records of Palm Beach County;

3. That assignment dated March 29, 1983, recorded in Official Record Book 3909 at Page 214, of the Public Records of Palm Beach County.

ARTICLE VII EASEMENTS

A. Reservations.

The following easements and the right to ingress and egress to the extent reasonably necessary to exercise such easements are reserved to the Association and to all of the Residential Units: A ten (10)-foot-wide strip running along the rear lot lines of all Lots upon which a Detached Residential Unit is constructed. Such easements are for the construction, reconstruction, maintenance, and operation of utilities, including water, sewer, electricity, telephone, and transmission cables for radio, television, or other means of communication, such as fiber-optic cables and other state-of-the-art technologically advanced and enhanced transmission lines, and other similarly advanced utility services which are or may become available to the Eastpointe Community, including the right to cut, trim or remove trees or plantings after written notice to the Owner no less than ten (10) days before such action, where necessary, upon such Lots in connection with any such installations, maintenance and operations. Easements pertaining to Lots upon which Attached Residential Units are constructed will be as shown on the plats containing these Units, or any other utility easements as shown on the plat of record for same recorded or to be recorded in the Official Records of Palm Beach County, Florida. Other utility easements are as shown on any of the plats for the Eastpointe Country Club Subdivision, the former name of the Eastpointe Community, as recorded in the Official Records of Palm Beach County, Florida.

B. Use or Maintenance by Owners.

Except to the extent that an easement is created solely for the beneficial use of a particular Lot or Lots, and to the extent that access to an easement for maintenance by the Association has been impeded by an Owner, the easements reserved herein shall be maintained continuously by the Association, and no structures, plantings or other material shall be placed or permitted to remain or other activities undertaken thereon which may damage or interfere with the use of said easement for the purposes herein set forth, except any improvements or facilities required to be located therein by the holder of the easement. In all other cases as described herein, the Owner of the Lot or Lots shall be responsible for the maintenance of the easement free and clear of any encroachments except for those required by the holder of the easement.

C. Liability for Use of Easements.

No Owner shall have any claim or cause of action against the Association or its licensees arising out of the exercise or non-exercise of any easement reserved hereunder or shown on any plat within the Eastpointe Community, except in case of negligence or intentional misconduct.

D. Easements for Ingress and Egress.

All Owners, mortgagees of Owners, and their guests and business invitees, provided such guests and invitees obey all rules and regulations, to the Eastpointe Community shall have a perpetual easement for access over the roadways and such other Common and Limited Common Property as may necessary for the purpose on ingress and egress to any and all Residential Property conveyed to said Owners.

**ARTICLE VIII
REMEDIES**

A. Enforcement.

Each Unit Owner and the Unit Owner's tenants, guests and invitees, as well as the Association, the EASTLAKES POA, the EASTPOINTE POA, and each Condominium Association are governed by and must comply with this Declaration and any rules promulgated pursuant hereto. Actions at law or in equity, or both, to redress any alleged failure or refusal to comply with such provisions may be brought by the Association or by any member pursuant to the provisions of Chapter 720, Florida Statutes, as same may be amended from time to time. A prevailing party in any action brought to enforce the aforesaid provisions, whether or not litigation is commenced, shall be entitled to recover costs and attorneys' fees.

B. Suspensions.

The Association may suspend, for a reasonable period of time, the rights of any Unit Owner or a Unit Owner's tenants, guests or invitees, or all of the above, to use the Common Property and the facilities thereon for any violation of the provisions of this Declaration or any rules enacted pursuant hereto. No suspension may be imposed without a written notice of at least fourteen (14) days to the person sought to be suspended and an opportunity for a hearing before a committee of at least three (3) Unit Owners appointed by the Board of Directors who are not officers, directors or employees of the Association or the spouse, parent, child, brother or sister of an officer, director or employee of the Association. The foregoing procedural requirements do not apply to the imposition of suspensions because of the failure of a Unit Owner to pay assessments or other charges when due. Such suspensions are specifically authorized, in addition to and cumulative with all other remedies provided for in Article V of this Declaration for the collection of delinquent assessments. In addition to and cumulative with all other remedies provided for in the event of failure to timely pay assessments, the Association may suspend the voting rights of a Unit Owner when assessments are delinquent in excess of ninety (90) days.

C. Cumulative Rights.

Remedies specified herein are cumulative and any specifications of them shall not be taken to preclude an aggrieved party's resort to any other remedy at law or in equity. No delay or failure on the part of an aggrieved party to invoke an available remedy in respect of a violation of any provision of this Amended Declaration shall be held to be a waiver by that party of any right available to him/her upon the recurrent or continuance of said violation or the occurrence of a different violation.

D. Fining.

The Association may impose fines against any Owner for any violations of the Amended Declaration, the Articles of Incorporation, the By-Laws, or the Rules and Regulations, as amended from time to time, and/or violations of the law. Such fine may be up to the maximum amount permitted by applicable Florida statute, as same may be amended from time to time, except that there shall be no limitation on the maximum fine which may accrue as a result of the imposition of a daily fine for a continuing violation. To the extent permitted by the applicable Statute, A any fine levied pursuant hereto shall be secured by a lien against the Unit, which may be enforceable in the same manner as a lien for assessments as provided for in Article V hereof, which lien shall also secure all costs and attorneys' fees incurred in connection with the enforcement thereof. ~~The Association shall clearly state its policies for the imposition of fines in the Rules and Regulations.~~

Each and every violation shall be the responsibility of the Owner regardless of whether the offending party is the Owner or the Owner's tenant, family member, agent, guest or invitee.

Every Owner shall be afforded due process. To this end, no fine shall be imposed against an Owner for a violation unless and until the offending party or parties has/have been given not less than fourteen (14) days prior written notice of the violation and an opportunity to appear and be heard before a committee appointed by the President with the approval of the Board. Such committee shall be comprised of an odd number of members, but no less than three (3), who shall not be officers, directors or employees of the Association, or the spouse, parent, child, or sibling of any officer, director or employee of the Association. If, after consideration of the Association's statement of violation and the response by the Owner, the committee by majority vote does not approve a proposed fine, it may not be imposed.

This fining system may be invoked independently of or concurrently with any other remedy. As such, the fining system is not a condition precedent to the Association's pursuit of other remedies available to it under the Amended Declaration, Articles of Incorporation, By-Laws, Rules and Regulations, or under the law.

E. Entering onto Lot.

In addition to any other remedy, after providing ten (10) days' advance written notice to cure to the Owner, which notice shall include the Association's rights under this paragraph, the Association may remove any violation or perform any maintenance upon a Lot or of a Residential Unit, if the Owner fails to cure or abate the violation at the expiration of the ten (10) day period. The violations subject to enforcement hereunder include any violation of this Declaration or the rules promulgated pursuant hereto, including, but not limited to, the installation of improvements or the undertaking of alterations without the requisite approvals hereunder or a failure on the part of the Owner or other responsible entity or group to perform necessary maintenance and repair pursuant to the provisions hereof. Any costs advanced by the Association to cure such violations shall be secured by a lien against the Unit, which lien shall also secure any costs and attorneys' fees incurred by the Association in connection with the enforcement thereof.

F. Denial of Access To Property.

In addition to and cumulative with all other remedies provided for herein, the Association may deny access to any visitor, guest, licensee, invitee, agent or contractor of any Owner and where such person or entity has violated the governing documents, has been notified of the violation, and the violation has not been cured or the violation has continued.

**ARTICLE IX
GRANTEE'S ACCEPTANCE**

Each grantee or purchaser of any Lot or Residential Unit, improved or unimproved, shall, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, accept such deed or contract upon and subject to each and all of the provisions of this Amended Declaration and to the jurisdiction, rights, powers, privileges, and immunities of the Association. By such acceptance, such grantee or purchaser shall for himself, his heirs, personal representatives, successors and assigns, covenant, consent and agree to and with the Association, and to and with the grantees and subsequent Owners of each of the other Lots and Residential Units in the Eastpointe Community, to keep, observe, comply with and perform all of the provisions of this Amended Declaration.

**ARTICLE X
CONVEYANCES, SALES, RENTALS, LEASES AND TRANSFERS**

In order to insure the community of congenial residents and thus protect the value of the Units, the sale, leasing, rental, and transfer of Units by any Owner shall be subject to the following provisions:

1. Transfers Subject To Approval. The following transfers shall be subject to prior written approval of the Board of Directors and any transfer undertaken without prior written approval of the Board of Directors shall be void:

(a) All sales of units, except judicial sales conducted pursuant to a judgment of foreclosure in a foreclosure of a first mortgage encumbering a unit or public sales conducted by the Palm Beach County Tax Collector resulting from the failure to pay real property taxes.

(b) All leases of Units.

(c) All transfers by gift.

(d) All transfers by devise or inheritance.

(e) Any other transfer of title to or possession of a Unit.

(f) All transfers subject to approval shall require, as a condition of approval, the payment to the Association of a transfer fee to be determined by the Board.

(g) All transfers by lease may be conditioned upon the posting of a security deposit to be determined by the Board.

(h) The foregoing requirements shall not apply to transfers by sale, gift, devise or inheritance to Owner's immediate family, defined as the Owner's spouse, parents, grandparents, children or grandchildren.

2. Notice to Association. Prior to approving any transfer subject to approval hereunder, the Association shall be entitled to the following information:

(a) Written notice of the Owner's intent to make the transfer with a copy of the documentation evidencing the intended transfer, including, but not limited to, a copy of the contract for sale in the case of a sale, a copy of the proposed lease in the case of a lease, a copy of the Owner's Last Will and Testament in the event of a transfer by devise, and a copy of any other documentation pertaining to a proposed transfer subject to approval hereunder which the Association may reasonably require, completed applications on forms prescribed by the Association, a personal interview with the proposed transferee(s) and any other intended occupants of the Unit, and such other and further information about the intended transferees or occupants as the Association may reasonably require.

3. Association's Election. Within fifteen (15) days of receipt of the last of the information required pursuant to Section 2(a) above, the Association must either approve

or disapprove the transfer. Failure on the part of the Association to respond within said fifteen (15) day period shall constitute automatic approval for the proposed transfer.

(a) Approval. In the event the Association approves the transfer, in the case of a lease, the Association shall notify the Owner and lessee of its approval in writing. In the case of all other transfers, the Association shall deliver to the transferor or the Owner's designee an executed certificate of approval, approving the transfer, executed by an authorized representative of the Association.

(b) Disapproval. In the event the Board disapproves a proposed sale, unless good cause exists, as defined below, the Association must, within fifteen (15) days of receipt of the last of the information provided pursuant to Section 2 hereof, provide the Owner with an executed contract from the Association or another person or persons acceptable to the Association, which contract must provide for the purchase of the Unit on the same terms as were set forth in the original proposed contract for sale or, in the case of a transfer by gift, devise or inheritance, which contract must provide for the purchase of the unit for the current fair market value and be accompanied by a current appraisal of the unit stating the current fair market value of the Unit, which contract must provide for a closing date within thirty (30) days from the date it is delivered to the owner by the Association. If the conveyance or transfer was a gift, devise or other transfer without consideration, the purchase price shall be determined by an appraiser selected by and at the expense of the substitute purchaser. If the Owner does not agree with the appraisal, the owner may select and pay for another appraisal and the purchase price shall be the average of the two appraisals. If the Association does not respond to the application within fifteen (15) days, as set forth above, or the substitute purchaser provided by the Association does not close within thirty (30) days, as set forth above, the original transaction shall be deemed approved and the Owner may proceed to closing and shall be entitled to a Certificate of Approval as described in numbered paragraph (a) above.

(i) If good cause exists for the Association to disapprove a proposed sale, conveyance or other transfer of title, the Association shall not be obligated to purchase or provide a substitute purchaser for the Unit. Good cause shall be defined to include the following:

- (A) The applicant fails to qualify for membership in the Association, including, but not limited to, those applicants who fail to qualify for membership because of the restrictions on or requirements for ownership set forth in this Declaration, or;
- (B) The person seeking approval (which shall include all proposed occupants) has been convicted of a crime involving theft, violence to persons or property,

- dishonesty or moral turpitude or possession or sale of illegal substances or other contraband;
- (C) The Owner allows a prospective owner to take possession of the Unit prior to approval by the Association as provided for herein.
 - (D) The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in the Eastpointe Community as a tenant, guest, owner or occupant of a Unit;
 - (E) The person seeking approval failed to provide the information, fees or appearance required pursuant hereto.

(c) Lease. In the event the Board of Directors disapproves a lease, the lease shall not be made and the proposed tenant shall not take occupancy of the Unit. No lease will be approved unless and until all financial obligations to the Association are brought current or are satisfied, as the case may be.

(d) Limitations on Ownership. No Unit may be conveyed or leased to a corporation, partnership or other entity of any kind except for trusts formed for the purpose of estate or financial planning. The Association as an entity and the Clubs as entities are not limited by the foregoing in connection with the acquisition of Units at foreclosure sales, through deeds in lieu of foreclosure, or through the exercise of any right of first refusal as set forth in this Declaration. Notwithstanding the provisions above regarding the acquisition of title by an entity, any entity acquiring title to a Unit through the foreclosure of a mortgage or other lien may hold title, but any person taking occupancy of the Unit while title is held by such entity shall be subject to the requirements of this section applicable to leases, regardless of whether the occupants are leasing the Unit or occupying the apartment by, through or on behalf of the entity. Title to a Unit may not be held in the name of more than three (3) persons.

ARTICLE XI SEVERABILITY

Every provision of this Amended Declaration is hereby declared to be independent of and severable from every other provision hereof. If any provision hereof shall be held by a court of competent jurisdiction to be invalid, or unenforceable, all remaining provisions shall continue unimpaired and in full force and effect.

**ARTICLE XII
TERM AND AMENDMENT**

The provisions of this Amended Declaration shall affect and run with the land, in perpetuity, and shall exist and be binding upon all parties claiming any interest in the Eastpointe Community in perpetuity, to the fullest extent permitted by law, or, in any event, for a term of ninety-nine (99) years from the date of the recording of this Amended Declaration, following which time this Amended Declaration shall be automatically extended for successive periods of ten (10) years each. Notwithstanding anything herein to the contrary, this Amended Declaration may be amended, if approved by a majority of the voting membership present, in person or by proxy, at a special or annual meeting, subject to the requirements for a quorum as defined in the By-Laws. Upon such approval, the amendment or extension shall be recorded in the Public Records of Palm Beach County, Florida.

**ARTICLE XIII
VILLAGE ASSOCIATIONS**

A. General.

Each Village as defined in Article I herein, may form, or cause to be formed, or has heretofore formed, an unincorporated association which may administer certain affairs of that Village. It is the intention in having Village associations to provide an informal administrative body which shall act strictly in an advisory capacity. The Village association shall not be vested with any authority other than as provided by the Association, or by the Eastlakes POA or the Eastpointe POA, as applicable, by duly adopted resolution. It shall be the responsibility of the Village association to propose any regulatory changes, including the establishment of budgets and assessments, the level of lawn and landscape maintenance, and standards for upkeep of Residential Units and Improvements in the Village, and this shall include all Lots, Residential Units and Common Property within the Village. These proposals will then be acted upon by the Association or governing POA, as it, through its Board of Directors, in its sole discretion, sees fit.

B. Membership.

Membership in the Village association shall be limited to Owners of Lots or Residential Units in the particular Village and is automatic with and a part of such ownership.

C. Board of Directors.

Each Village association shall elect, in December of each year, a Board of Directors of no less than five (5) nor more than nine (9) members, who shall be Owners of Lots or Residential Units within the particular Village.

D. Budget.

The Board of Directors of each Village association shall create an annual budget for its particular Village. That budget shall be submitted to the Association or to the applicable POA for the determination of assessments and collection along with all of the other expenses of the Association. The budget submitted by the Village association may be accepted, rejected or modified by the Association, in its sole discretion.

E. Procedure.

In the interest of maintaining continuity of governance within the Eastpointe Community, each Village association shall conduct its affairs, in the same manner and under the same procedures set forth in this Amended Declaration and the Association's Articles of Incorporation and By-Laws, as may from time to time be amended.

**ARTICLE XIV
PROPERTY ASSOCIATIONS**

A. General.

By its execution of this Amended Declaration, the Association hereby confirms prior assignment of certain of its rights and obligations arising hereunder to the extent that it has previously done so to the Eastlakes POA and the Eastpointe POA, respectively, for the purposes set forth in said prior recorded documents and also expressly excluding therefrom those rights and obligations previously reserved to the Association. Notwithstanding anything contained herein or prior assignment to the contrary, in no event shall such prior or current assignment be deemed to include the power or right of each or either of the Eastlakes POA or Eastpointe POA to amend this Amended Declaration in any manner whatsoever, as this Amended Declaration may be amended only as provided for in Article XII of this Amended Declaration.

B. Eastlakes Property Owners' Association, Inc.

The Eastlakes Property Owners' Association, Inc., was formed as a corporation not for profit by Articles of Incorporation dated June 10, 1982, for the purpose of managing and maintaining those portions of the Eastpointe Community described as Eastlakes Village and to which the Association has assigned certain of its rights and obligations by the Assignment of Certain Rights and Obligations Under the Declaration

of Restrictive Covenants for Eastpointe Subdivision PUD to Eastlakes Property Owners' Association, Inc., dated August 30, 1982. These assignments, and amendments thereto, have been recorded in the Public Records of Palm Beach County, Florida, as follows: Official Records Book 6723, Page 812, Official Records Book 8600, Page 803, Official Records Book 3865, Page 490, and Official records Book 3909, Page 214. In addition to the foregoing, the Eastlakes POA has contracted with the Pinewood and Pinewood II Condominium Associations for the management and maintenance of certain portions of those condominiums.

C. Eastpointe Property Owners' Association, Inc.

The Eastpointe Property Owners' Association, Inc., was formed as a corporation not for profit by Articles of Incorporation dated June 18, 1982, for the purpose of managing and maintaining those portions of the Eastpointe Community described as "East Village," "West Village," "Lake Village," and "South Village" and to which the Association has assigned certain of its rights and obligations by the Assignment of Certain Rights and Obligations Under the Declaration of Restrictive Covenants for Eastpointe Subdivision PUD to Eastpointe Property Owners' Association, Inc., dated December 30, 1982. This assignment has been recorded in the Public Records of Palm Beach County, Florida, as Official Records Book 3865, Page 462.

D. Membership.

Membership in each Property Association shall be limited to Owners of Lots or Residential Units in the villages which compose the respective association and is automatic with and a part of such ownership.

E. Board of Directors.

Each Property Association shall elect, in November of each year, a Board of Directors of no less than five (5) nor more that nine (9) members, who shall be members of the respective association.

**ARTICLE XV
MEMBERSHIP IN A COUNTRY CLUB**

1. Except as provided in Paragraph 2 of this Article XV, any person or a corporation, partnership, trust or other entity obtaining title to a Unit is required, as a condition of being a Unit Owner in the Eastpointe Community, to become a member of either Country Club and is further required to maintain said membership in good standing at all times during the period of such ownership. ~~This requirement does not apply to current owners, whether or not they are members of either Country Club, nor does this requirement apply to immediate family members of owners (defined as grandparents, parents, spouses, children or grandchildren) acquiring title by gift, devise,~~

~~inheritance or by operation of law.~~ The requirements for membership in the selected Country Club shall be as set forth in its governing documents, as they may be amended from time to time, provided that the minimum membership requirements of both Clubs shall at all times be identical and that all amendments thereto shall be subject to the approval of the Association.

2. The requirements of Paragraph 1 of this Article XV shall not apply under the following circumstances:

(a) To Unit Owners as of December 31, 2002, who have continuously owned a Unit in the Eastpointe Community since that date and up to and through the effective date of this amendment (such Unit Owners being hereinafter referred to as "Grandfathered Unit Owners"), but only to the extent provided herein. Grandfathered Unit Owners are not required to be members of either Country Club, but any person, corporation, partnership, trust or other entity acquiring a Unit owned by a Grandfathered Unit Owner ("Grandfathered Units") from a Grandfathered Unit Owner shall be subject to the requirements of Paragraph 1 of this Article XV.

(b) To transfers by Grandfathered Unit Owners of their Grandfathered Units to the trustee of their own family trust or to their own family owned corporation where such transfer is undertaken for the purpose of estate or financial planning, which shall not change the status of the Unit as a Grandfathered Unit.

(c) To transfers by Grandfathered Unit Owners of their Grandfathered Units to members of their immediate family (defined as their grandparents, parents, spouses, children or grandchildren), where such transfers to their immediate family are made by gift, devise, inheritance or by operation of law, which shall not change the status of the Unit as a Grandfathered Unit.

(d) A Grandfathered Unit Owner who owned one Grandfathered Unit as of December 31, 2002, may not, at any time, have more than one (1) Grandfathered Unit in the Eastpointe Community, except as specifically permitted herein below. A Grandfathered Unit Owner who owned more than one (1) Grandfathered Unit as of December 31, 2002, may not, at any time, have more Grandfathered Units than the Grandfathered Unit Owner owned as of December 31, 2002, except as specifically permitted herein below.

(e) A Grandfathered Unit Owner may acquire an additional Unit within the Eastpointe Community and still be grandfathered in and exempt from the requirements of Paragraph 1 of this Article XV and the additional Unit shall become a Grandfathered Unit: i) if a Grandfathered Unit previously owned by the Grandfathered Unit Owner is simultaneously sold or title otherwise transferred simultaneous with the acquisition of the additional Unit and the transferee is subject to the requirements of Paragraph 1 of this Article XV; or ii) if a Grandfathered Unit previously owned by the

Grandfathered Unit Owner is not simultaneously sold or otherwise transferred simultaneous with the acquisition of the additional Unit to a transferee subject to the requirements of Paragraph 1 of this Article XV, within six (6) months of the recording of the deed to the additional Unit, a Grandfathered Unit owned by the Grandfathered Unit Owner must be subject to the requirements of Paragraph 1 of this Article XV.

(f) As long as one or both of the Country Clubs allows for non-resident Members, a non-resident Member acquiring a Unit within the Eastpointe Community is subject to the requirements of Paragraph 1 of this Article XV.

(g) Notwithstanding any other provision herein to the contrary, when a Grandfathered Unit is owned by more than one Unit Owner, the Unit Owners shall be treated cumulatively as one Grandfathered Unit Owner for the purposes hereof. Unit Owners of record, as evidenced by deeds or other instruments of conveyance recorded in the Public Records of Palm Beach County, Florida, who are not members of either Country Club as of the date of the recording of these amendments in said Public Records, are not required to become members of either Country Club. However, when such Owners who are not members of either Country Club convey any interest in title to their Units, the grantees of such conveyances, together with the grantees of all other Unit Owners, shall be required to become members of either Country Club, as set forth in numbered Paragraph 1 of this Article XV. The foregoing requirements shall apply to any transfer of any ownership interest in the Unit, even if the present Owner or Owners retain an interest.

3. Except as provided in numbered paragraph 4 2 of this Article XV, no deed or other instrument conveying title to a Unit, including without limitation, gifts, devises, conveyances by operation of law, and family-estate-planning instruments, shall be effective to so convey, unless there shall also be recorded in connection therewith a Verification for that Unit, which Verification shall be a recordable instrument executed by an officer of the Association verifying that the grantee thereof shall have satisfied all prerequisites to become a member of one of the Country Clubs.

4. An Institutional Mortgagee holding an institutional mortgage on a Unit as of the effective date of this amendment acquiring title to a Unit as a result of foreclosing a mortgage on a Unit, or by deed in lieu of foreclosure, shall not be required to become a member of a Country Club. The purchaser of a Unit from such an Institutional Mortgagee, where seller Institutional Mortgagee has acquired title to a Unit as a result of foreclosing a mortgage on the Unit, or deed in lieu of foreclosure, shall be required to become a member of either Country Club and comply with Paragraphs 1., ~~2., and 3.~~ hereof. If the Association, or a Condominium Association or Property Owners' Association within the Community acquires title to a Unit as a result of foreclosing a lien or deed in lieu of foreclosure, or by exercising a right of first refusal, the Association, or Condominium Association, or Property Owners' Association shall not be required to become a member of a Club; provided, however, the purchaser of a Unit from the

Association, or Condominium Association or Property Owners' Association within the Eastpointe Community, shall be required to become a member of one of the Country Clubs and comply with Paragraphs 1., ~~2., and 3.~~ hereof. If a Country Club acquires title to a Unit, the Country Club shall not be required to become a member of a Country Club; provided, however, the purchaser of a Unit from a Country Club shall be required to become a member of a Country Club and complying with Paragraphs 1., ~~2., and 3.~~ hereof. A purchaser who acquires title to a Unit at a duly advertised public sale conducted by the clerk of the court, sheriff, or county tax collector, with open bidding provided by law (e.g., execution sale, foreclosure sale, judicial sale, or tax sale), shall be required to become a member of either Country Club and comply with Paragraphs 1., ~~2., and 3.~~ hereof.

5. In the event that the title to a Unit shall pass under paragraphs 3. or 4. above, it shall be mandatory that any and all financial obligations to either Club be maintained in accordance with the By-Laws and Rules and Regulations of such Clubs.

6. Any unpaid fees, dues, assessments or other financial obligations due by an Owner of a Residential Unit to the Clubs, ~~including any fines which may be levied for disciplinary infractions,~~ may be assigned by the Club to the Association, will be secured by a lien in favor of the Association against the Owner's Residential Unit, and may be foreclosed in the manner of a mortgage. Said lien will secure any financial obligations due at the time a claim of lien is recorded by the Association, as well as any other financial obligations thereafter coming due to the Club, assigned to the Association and remaining unpaid until such time as the lien is satisfied or a certificate of title is issued in connection with a foreclosure of the claim of lien, together with interest at the maximum rate permitted by law, costs and attorneys' fees.

**AMENDMENT TO THE
AMENDED AND RESTATED BY-LAWS OF
EASTPOINTE HOME OWNERS' ASSOCIATION, INC.**

(Additions shown by "underlining",
deletions shown by "~~strikeout~~",
unaffected text indicated by "...")

ARTICLE V. ARCHITECTURAL CONTROL COMMITTEE

* * *

4. Proviso.

The rights of the Association under this Article VI are subject to the following assignments:

1. That assignment dated January 19, 1983, recorded in Official Records Book 3865 at Page 490, of the Public Records of Palm Beach County;

2. That assignment dated January 19, 1983, recorded in Official Records Book 3865 at Page 462, of the Public Records of Palm Beach County;

3. That assignment dated March 29, 1983, recorded in Official Record Book 3909 at Page 214, of the Public Records of Palm Beach County.

**AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
EASTPOINTE HOME OWNERS' ASSOCIATION, INC.**

Pages 1506-1509

NOTE: For simplicity and clarity, this document replaces the Articles of Incorporation for Eastpointe Home Owner's Association, Inc., which were filed on June 1, 1976, and which are hereby attached to and recorded with the Amended and Restated Declaration of Covenants for Eastpointe Home Owners' Association, Inc. recorded this date.

**AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
EASTPOINTE HOME OWNERS' ASSOCIATION, INC.**

(A Corporation Not for Profit)

This amendment, made this ____ day of _____, 2002, by the Eastpointe Home Owners' Association, Inc., hereafter called the "Association," for itself, its successors and assigns.

WITNESSETH:

WHEREAS, the Board of Directors of the Association has proposed this amended and restated Articles of Incorporation of the Association, and

WHEREAS, a majority of the members of the Association present at a duly called meeting of the membership have voted to amend the Articles of Incorporation pursuant to Article XI of the Articles of Incorporation of the Association,

NOW, THEREFORE, the existing Articles of Incorporation, as amended, are hereby superseded in their entirety by the following Amended and Restated Articles of Incorporation:

I. NAME

The name of this corporation shall be the EASTPOINTE HOME OWNERS' ASSOCIATION, INC. Its principal office shall be 13560 Eastpointe Boulevard, Palm Beach Gardens, Palm Beach County, State of Florida, 33418, or such other place as may hereafter be determined by the Board of Directors.

II. PURPOSE

The general purpose of the Association shall be as follows:

(a) To establish, maintain and supervise the activities of the Association in order to promote and further the common interests of property owners in the community heretofore known as the Eastpointe Country Club Subdivision and hereby

designated as the Eastpointe Community, hereinafter called the "Community," as defined by that certain "Amended and Restated Declaration of Restrictive Covenants," filed for record in Palm Beach County, Florida, on the ____ day of _____, 2002.

(b) The Association shall administer, maintain, supervise and may improve certain property which belongs to it. Such property consists of certain roadways within the Community, parcels of land for recreation and/or park areas, certain drainage and utility easements, certain land areas adjacent to residential properties, and any land areas which the Association may acquire by deed or dedication from time to time.

(c) The Association shall be empowered, and is hereby expressly authorized, to levy assessments against all lots and units in the Community, in such amounts as determined appropriate by the Board of Directors of the Association.

(d) The Association shall be empowered to do and perform all such acts and things allowed by the laws of the State of Florida, relative to corporations not for profit, as now existing, or as the law may henceforth provide, as from time to time may be necessary or expedient in the exercise of any or all of its corporate functions, powers and rights.

(e) The Association shall make no distribution of its income to its members, directors, or officers.

III. QUALIFICATION OF MEMBERS

The members of this Association shall be record owners of lots or residential units in the Community, whether or not such lots are built on, and shall include both single-family and multiple-unit residences. Membership shall be simultaneous with the acquisition by Deed of any lot or unit in the Community.

IV. TERM OF EXISTENCE

The Association shall have perpetual existence.

V. MANAGEMENT OF ASSOCIATION

The affairs and business of this Association shall be conducted and managed by the Board of Directors, which shall consist of nine (9) persons, elected by the members in accordance with the provisions of the By-Laws of the Association.

VI. OFFICERS

The Board of Directors shall elect the officers of the Association in accordance with the provisions of the By-Laws of the Association.

VII. INDEMNIFICATION AGAINST LIABILITY

The Association shall indemnify and hold harmless each person who may serve at any time hereafter as a director or officer of the Association from and against any and all claims and liabilities to which such person may become subject by reason of his/her having heretofore or hereafter been a director or officer of the Association, or by reason of any action alleged to have been heretofore or hereafter taken or omitted by him/her as such director or officer, and shall reimburse each such person for all legal and other expenses reasonably incurred by him/her in connection with any such claim or liability, provided, however, that no such person shall be indemnified against, or reimbursed for, any expense incurred in connection with any claim or liability arising out of his/her own gross negligence or willful misconduct.

VIII. AMENDMENTS

Amendments to the Articles of Incorporation shall be adopted by a majority vote of the Board of Directors at any regular or special meeting called for that purpose, and thereafter proposed by the Board of Directors to the membership. A majority vote of all members present in person or by proxy and entitled to vote at a duly constituted annual or special meeting of the membership, subject to the requirements for a quorum stated in the By-Laws, shall be necessary to amend the Articles of Incorporation.

IX. SUBORDINATION

These Articles, and all amendments hereto, are subject and subordinate to the provisions of the "Amended and Restated Declaration of Restrictive Covenants" hereinbefore mentioned.

X. SUBSCRIBERS

The names and residences of the subscribers and incorporators are as follows:

<u>NAME</u>	<u>RESIDENCE</u>
Clair G. Anderson	5380 North Ocean Dr., Riviera Beach, Fla. 33404
George T. Bogard	4906 Woodlands Blvd., Ft. Lauderdale, Fla. 33319
John G. Hoyt, Jr.	11941 Turtle Beach Rd., N. Palm Beach, Fla. 33408

XI. INITIAL REGISTERED AGENT

The initial registered agent for the Association was Clair G. Anderson, located at 5380 North Ocean Drive, Riviera Beach, Palm Beach County, Florida.

214400_3

**AMENDED AND RESTATED BY-LAWS
OF
EASTPOINTE HOME OWNERS' ASSOCIATION, INC.**

ARTICLE I - Identity	
1. Office	1
2. Seal	1
3. Purpose	1
ARTICLE II - Members	
1. Mandatory Membership in the Association	1
2. Annual Meetings	2
3. Special Meetings	2
4. Notice and Waiver	2
5. Quorum	2
6. Voting	2
7. Proxies	2
8. Resolutions	2
9. Approval or Disapproval	3
10. Order of Business at Meetings	3
ARTICLE III - Directors	
1. Board of Directors	3
2. Election of Directors	3-4
3. Vacancies	5
4. Organizational Meeting	5
5. Regular Meeting	5
6. Special Meetings	5
7. Waiver of Notice	5
8. Quorum	5-6
9. Presiding Officer	6
10. Director' s Fees	6
ARTICLE IV - Powers and Duties of the Board of Directors	6-7
ARTICLE V - Architectural Control Committee	
1. Appointment of Committee	7
2. Approval of Changes	7
3. Rules and Regulations	7
4. Variances	8
ARTICLE VI - Officers	8
ARTICLE VII - Fiscal Management	
1. Fiscal Year	9
2. Budgets	9
3. Accounts	9
4. Budget Distribution	9
5. Assessments	9
6. Depository	10
7. Financial Reporting	10
8. Bonding	10
ARTICLE VIII - Parliamentary Rules	10
ARTICLE IX - Amendments	11
ARTICLE X - Committees	11-12
ARTICLE XI - Rules and Regulations	12-13

NOTE: For simplicity and clarity, this document replaces the By-Laws of Eastpointe Home Owner's Association, Inc., and which are hereby attached and recorded with the Amended and Restated Declaration of Restrictive Covenants for Eastpointe Home Owners' Association, Inc. recorded this date.

**AMENDED AND RESTATED BY-LAWS
OF
EASTPOINTE HOME OWNERS' ASSOCIATION, Inc.**

ARTICLE I. IDENTITY

These are the By-Laws of EASTPOINTE HOME OWNERS' ASSOCIATION, INC. (Association), a not-for-profit corporation, incorporated under the laws of the State of Florida. In these By-Laws, whenever the term "Association" is used, it shall mean the corporation.

1. Office. The office of the Association shall be at 13560 Eastpointe Boulevard, Palm Beach Gardens, Florida, or at such other place as the Board of Directors may from time to time designate.

2. Seal. The corporate seal of the Association shall have the name of the Association and the words "Corporation not for profit," and may be facsimile, engraved, printed, or an impression seal.

3. Purpose. The Association has been organized for the purpose of establishing, maintaining and operating an organization, not for profit, in order to present a unified effort of the members in protecting the value of the property of the members of the Association in the Eastpointe Country Club Subdivision, hereinafter known as the Eastpointe Community, in Palm Beach County, Florida, and to engage in such other activities as may be to the mutual benefit of the members and their property.

ARTICLE II. MEMBERS

1. Mandatory Membership in the Association. Each Lot or Unit Owner shall automatically be a member of the Association, such membership becoming effective at the same time as said Owner takes title to any Lot or Unit in the Community, whether by deed, inheritance, contract for deed, or in any other manner. Membership in the Association shall be continuous for so long as an Owner owns such Lot or Unit in the Community, even though said Owner's rights and privileges as a member may be

suspended for non-payment of assessments, or other infractions of any rules or regulations that may be adopted from time to time by the Board of Directors, or for other violations of provisions of these By-Laws or the Declaration of Restrictive Covenants.

2. Annual Meetings. The annual members' meeting shall be held in Palm Beach County, Florida, at 7:00 p.m., Eastern Standard Time, on the second Monday in December of each year for the purpose of transacting any business authorized by these By-Laws or by the members, provided, however, that if that day is a legal holiday, the meeting shall be held on the next succeeding regular business day.

3. Special Meetings. Special members' meetings shall be held whenever called by the President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request signed by no fewer than two-hundred (200) members of the Association.

4. Notice and Waiver. Notice of all special members' meetings, stating the time and place and the objectives for which the meeting is called, shall be given by the President or Vice-President or Secretary unless waived in writing. Such notice shall be in writing to each member at the member's address as it appears on the books of the Association and shall be mailed not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice.

5. Quorum. A quorum at members' meetings, whether annual or special, shall consist of one-hundred (100) members present or by proxy, provided, however, that no more than twenty-five (25) proxies may be counted toward a quorum; and further provided that, for all other purposes, all proxies shall be counted.

6. Voting. Each Unit or Lot owner shall have one vote. The vote of the owners of a Unit or Lot, improved or unimproved, owned by more than one person or by a corporation or other entity shall be cast by the person named in a certificate signed by all of the owners of the Unit or Lot and filed with the Secretary of the Association. Such certificate shall be valid until revoked by a subsequent certificate. In the absence of such certificate of file, the vote of such owners shall not be considered for any purpose.

7. Proxies. Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated therein, and must be filed with the Secretary prior to or at the meeting or any adjournment thereof.

8. Resolutions. Unless otherwise provided, the adoption of a resolution shall require the votes of a majority of the members present in person or by proxy at either an annual or special meeting.

9. **Approval or Disapproval.** Approval or disapproval by a Unit or Lot owner upon any matter, whether or not the subject of an Association meeting, shall be by the same person who would cast the vote of such owner if in an Association meeting.

10. **Order of Business at Meetings.** The order of business at annual members' meetings and, so far as practical, at all other members' meetings, shall be as follows:

- (a) Call to order.
- (b) Certifying of quorum.
- (c) Proof of notice of meeting.
- (d) Reading and disposal of any unapproved minutes.
- (e) Reports of officers.
- (f) Reports of committees.
- (g) Old business.
- (h) New business.
- (i) Adjournment.

ARTICLE III. DIRECTORS

1. **Board of Directors.** The affairs and business of the Association shall be managed and conducted by a Board of Directors, consisting of nine (9) persons, all of whom shall be members of the Association or the spouse of a member of the Association, who shall be either the owner of a Lot or Unit, the owner of an interest therein, or any officially authorized officer or employee of a corporate owner.

2. **Election of Directors.** Directors shall be elected for a term of three (3) years each, following an initial election in 2002 of three (3) directors to a term of three (3) years each, three (3) directors to a term of two (2) years each, and three (3) directors to a term of one (1) year each. The determination of which directors shall serve in the foregoing three terms shall be determined by a drawing of lots conducted by the President at the Annual Meeting. The effective date of the following election procedure shall be no later than the annual meetings of members in 2002 as hereinafter set forth. The Directors shall be elected as follows:

a. One (1) director from East Village, elected at large by the residents of that Village at its annual meeting;

b. One (1) director from West Village, elected at large by the residents of that Village at its annual meeting;

c. One (1) director from South Village, elected at large by the residents of that Village at its annual meeting;

d. One (1) director from Lake Village, elected at large by the residents of that Village at its annual meeting;

e. Four (4) directors from the Eastlakes POA, all to be elected at large by members of that POA at its annual meeting; and

f. One (1) director from the Briarwood Condominium Association, to be elected at large by members of that Association at its annual meeting. The nomination and election procedure for the HOA director shall be the same as prescribed herein.

g. It is mandatory that, for each of the elections defined above, the candidates shall be nominated and elected in accordance with the following provisions:

Nomination by any of the following:

(1) By petition of a member requesting to be placed on the ballot as a candidate, or

(2) By a nominating committee, or

(3) By nominations from the floor at each of the foregoing annual meetings.

h. Election shall be by secret written ballot, unless dispensed with by unanimous consent of the members present at the meeting. Ballots shall be made available only at the registrations for the said annual meetings to properly identified members or to persons holding proxies for properly identified members. Counting of ballots shall be performed by inspectors of election appointed by the President at each annual meeting. Ballots shall clearly designate whether the candidate is for a full term or a partial unexpired term and shall provide space to write in the names of candidates nominated from the floor. In the case of any election for more than one open position, members must vote for no more nor no less than the number of positions to be filled.

i. Term Limits. The term of the elected directors shall commence on the day of the organizational meeting for the election of officers. No director may serve more than two (2) consecutive three-year terms. If a director serves a partial term longer than one-and-a-half (1½) years, it shall count as a three-year term for these term limits. No director may serve as President for more than three (3) consecutive years.

3. Vacancies.

a. Vacancies in the Board of Directors occurring between annual meetings of the electing entities shall be filled by appointment by the President and approved by a majority of the remaining members of the Board. The appointed person shall be selected from the area from which the vacancy occurred. Any person appointed to fill a vacancy pursuant hereto shall serve the balance of the unexpired term.

b. Any director may be removed by concurrence of two-thirds of the votes of members present at a special meeting called for that purpose. The vacancy so created in the Board of Directors shall be filled by nominations from the floor by the members at the same meeting, and following the election procedure of the foregoing Paragraph 2.

4. **Organizational Meeting.** The organization meeting of a newly elected Board of Directors shall be held within ten (10) days after the Annual Meeting at such place and time as shall be fixed by the directors at the Annual Meeting, and no further notice of the organization meeting shall be necessary, providing that a quorum of directors is present.

5. **Regular Meetings.** 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 by mail, telephone, or other electronic communication, at least forty-eight (48) hours prior to the day named for such meeting, unless such notice is waived.

6. **Special Meetings.** Special meetings of the Board of Directors may be called by the President, or must also be called by the Secretary at the written request of one-third of the vote of the Board. Not less than forty-eight (48) hours' notice of the meeting shall be given, personally, or by mail, telephone, or other electronic communication, which notice shall state the time, place and purpose of the meeting, unless such notice is waived.

7. **Waiver of Notice.** Any director may waive notice of a meeting, regular or special, before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

8. **Quorum.** A quorum at meetings of the Board of Directors shall consist of the directors entitled to cast a majority of the votes of the entire Board. A director may be deemed to be present if participation is made by speakerphone or by any other means by which all members present may hear all oral exchanges. No director, absent from a meeting, may send an alternate to serve as a voting director at the meeting.

The acts of the Board approved by the majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors. If at any meeting of the Board of Directors there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At a subsequent following meeting, any business which might have been transacted at the meeting originally called may be transacted without further notice.

9. Presiding Officer. The presiding officer at a meeting of the Board of Directors shall be the President.

10. Director's Fees. No Director shall receive a fee for serving on the Board of Directors.

ARTICLE IV. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Association shall be executed by the Board of Directors, including those existing under the common law and statutes and the documents establishing the Association. Such powers and duties of the Directors shall be exercised in accordance with the provisions of the Declaration of Restrictive Covenants which governs the use of the land and the activities within the Eastpointe Community. The members of the Board of Directors shall act in the best interests of the entire Eastpointe Community and shall place these responsibilities ahead of any other interests which they may have. The specific powers and duties shall include, but not be limited to the following:

(1) To make and collect assessments against members to defray the costs of the Association.

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

(3) The maintenance, repair, replacement and operation of the Association property.

(4) The reconstruction of improvements after casualty and the further improvement of the property.

(5) To make and amend regulations respecting the use of property in the Community.

(6) To approve or disapprove proposed purchases and/or leases of Lots and Units in the Community.

(7) The enforcement by legal means of the provisions of the Declaration of Restrictive Covenants, the By-Laws and the regulations for the use of property in the Community.

(8) To contract for management of the business of the Association, and to delegate to the Property Manager various powers and duties of the Association, except such as are specifically required by the Declaration of Restrictive Covenants or the Articles of Incorporation or by these By-Laws to have the approval of the Board of Directors.

(9) To pay taxes and assessments which are liens against any part of the property of the Association, other than individual Lots and Units and the appurtenances thereto, and to assess the same against the members of the Association.

(10) To carry insurance on the common property for the protection of Owners and the Association against casualty and liabilities.

(11) To pay the cost of all power, water, sewer and other utility services rendered to the Association and not billed to Owners of individual Lots and Units.

(12) To employ personnel and professional consultants for reasonable compensation to perform the services required for proper administration of the purposes of the Association.

ARTICLE V. ARCHITECTURAL CONTROL COMMITTEE

1. **Appointment of Committee.** The Architectural Control Committee (Committee) shall be composed of an odd number of members, not less than three (3) nor more than nine (9), who shall be appointed by the President, with the approval of the Board of Directors.

2. **Approval of Changes.** All improvements, including, but not limited to, landscaping, shrubbery, plantings and construction of any kind, replaced or placed on any Lot or Residential Unit, must first have the written approval of the Committee. Such approval shall be granted only after written application has been made to the Committee in the form and under the procedures, as shall, from time to time, be prescribed by the Committee.

3. **Rules and Regulations.** The Committee shall, from time to time, adopt written rules and regulations of general application governing its procedures.

4. **Variances.** As stated in the Declaration, the Committee may recommend to the Board, for its approval, reasonable variances or adjustments from the provisions in this Declaration where literal application thereof results in significant hardship and if the granting of the variance will not be unacceptably detrimental or injurious to the Owners of other Lots or Units.

ARTICLE VI. OFFICERS

1. The officers of the Association shall be a President, who shall be a director, a Vice-President, who shall be a director, a Treasurer, who shall be a director, and a Secretary, who shall be a director, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by a vote of no less than six (6) of the directors at any meeting. The President and Vice-President may not hold any other office; however, one person may serve as Treasurer and 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.

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

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

4. The Secretary shall keep the minutes of all proceedings of the directors and members and shall attend to the giving and serving of all notices to the members and directors and other notices required by law. The Secretary shall have custody of the seal of the Association and shall apply the same to instruments requiring a seal when duly signed. The Secretary shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the secretary of an association and as may be required by the directors and the President.

5. The Treasurer shall have custody of all personal property, moneys and choses in actions of the Association, including funds, securities and evidences of indebtedness. The Treasurer shall keep the assessment rolls and accounts of the members, supervise the maintenance of the books and financial records of the Association in accordance with good accounting practices, and shall perform all other duties incident to the office of Treasurer.

ARTICLE VII. FISCAL MANAGEMENT

1. **Fiscal Year.** The fiscal year of the Association shall be the calendar year.
2. **Budgets.** The Board of Directors shall adopt a fiscally responsible budget for each calendar year. Such budgets shall include, but not be limited to, a breakdown of the estimated income and expenses for the accounts and reserves as set forth in Paragraph 3.
3. **Accounts.** The receipts and expenditures of the Association shall be created and charged to accounts under the following classifications:
 - a. **Current expenses** 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 and improvements. Any balance remaining in this fund at the end of each year may be applied to reduce the assessments for current expenses for the succeeding year.
 - b. **Reserve for deferred maintenance** shall include funds for maintenance items which occur less frequently than annually.
 - c. **Reserve for replacement** shall include funds for repair or replacement that may be required because of damage, depreciation or obsolescence.
 - d. **Capital expenses** shall include the funds to be used for additional improvements or additional personal property that will be used and useful for the purposes of the Association.
4. **Budget distribution.** Copies of the budget and proposed assessments shall be transmitted to each member together with the notice of the Annual Meeting on or before December 1st of each year preceding the year for which the budget is made. If the budget is amended subsequently so that it may result in an additional assessment, a copy of the amended budget shall be furnished forthwith to each member.
5. **Assessments.** Assessments against the members for their shares of the total budgets that are assigned to the various villages and condominium associations shall be made for the calendar year annually in advance on or before December 31st of the year preceding the year for which the assessments are made. Such assessments shall be due and payable on the first day of each month or the first day of each quarter as the Association may require, but may also be paid in advance semiannually or annually.

If the member is in default for more than fifteen (15) days, the Board of Directors may accelerate the remaining balance of the assessment for that calendar year against that member, and a notice shall be delivered to the member that the unpaid balance of such assessment shall come due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the member, or not less than twenty (20) days after the mailing of such notice to the member by registered or certified mail, whichever shall first occur.

Delinquent assessments which are not paid within thirty (30) days after the due date may be filed as liens under and according to the appropriate laws of Palm Beach County and the State of Florida, and as provided in the Declaration of Restrictive Covenants.

All Owners of Lots or Units in the Community are automatically members of the Eastpointe Homeowners' Association, even though they may also be members of another association in the Community, and, if so, may be assessed by both associations for their respective purposes.

6. Depository. The depository of the Association shall be such bank or banks as designated from time to time by the directors and in which the moneys of the Association shall be deposited. Withdrawal of any moneys from such accounts shall be only by checks signed by such person or persons as are authorized by the directors.

7. Financial Reporting. The Association shall prepare an annual financial report consistent with the requirements of Chapter 720, Florida Statutes, as same may be amended from time to time.

8. Bonding. Fidelity bonds shall be required by the Board of Directors from the Treasurer, and may be required from all officers and employees of the Association and from any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by the directors, but shall be at least the amount of the total annual assessments against members for common expenses. The premiums for such bonds shall be paid by the Association.

ARTICLE VIII. PARLIAMENTARY RULES

Robert's Rules of Order (latest edition) shall govern the conduct of Association proceedings when not in conflict with the By-Laws of the Association or with the statutes of the State of Florida.

ARTICLE IX. AMENDMENTS

Article IX of the Articles of Incorporation provides that the By-Laws of the Association may be amended in accordance with this Article IX of the By-Laws, as follows:

1. **Notice.** Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered by the membership.
2. **Initiation.** An amendment may be proposed by the Board of Directors, after approval by a majority of the Board, or by petition signed by not fewer than two-hundred (200) members. Such petition shall include the proposed amendment, in writing, and be submitted to the Secretary of the Association no less than twenty (20) days prior to any regularly scheduled meeting at which it is to be considered. If a special meeting is required, the President shall, within twenty (20) days after receipt of a petition in good order, call a Special Meeting of the membership within thirty (30) days, but not less than fifteen (15) days after issuing the call for the meeting.
3. **Approval or Disapproval.** Amendments to these By-Laws which are presented to the membership for approval must be approved by a majority of the members in attendance, either in person or by proxy, at any annual or special meeting of the members.
4. **Effective Date.** An amendment, when adopted, shall become effective on the date specified in the amendment, or, if no date is so specified, on the date of the approval.

ARTICLE X. COMMITTEES

1. **Standing Committees.** The standing committees of the Association shall be as follows:
 - a. The Architectural Control Committee
 - b. The Finance Committee
 - c. The Security Committee
 - d. The Landscape Committee
 - e. The Lease and Sale Review Committee
 - f. The Communications Committee

2. **Architectural Control Committee.** The duties of this committee are defined in Article VI of the Declaration of Restrictive Covenants and Article V of these By-Laws.

3. **Finance Committee.** The Treasurer shall be the Chairperson of the Finance Committee. The committee shall monitor the financial affairs of the Association and shall prepare and submit an annual budget for approval of the Board, as defined in detail in Article VII, Fiscal Management, of these By-Laws.

4. **Security Committee.** The Security Committee shall monitor the activities of the Chief of Security and his/her staff, or the contractor for security, if there be one, to insure that all security issues meet the Association's required standards. It shall determine proper actions for dealing with any complaints about security issues and shall recommend to the Board of Directors appropriate disciplinary measures for any residents who violate security regulations.

5. **Landscape Committee.** The Landscape Committee shall, together with the Property Manager, establish plans for trees and plantings on the common grounds, and shall monitor the maintenance of both common and private grounds by the landscape contractors. The Committee shall investigate complaints by residents concerning the maintenance of landscaping and recommend actions to the Board to resolve such complaints. The committee shall serve to advise the Architectural Control Committee when residents apply for approval to change landscaping.

6. **Lease and Sale Review Committee.** The Lease and Sales Review Committee shall perform the functions stated in Article X, Lease and Sales, of these By-Laws. It shall recommend approval or disapproval of any proposed lease or sale to the Board.

7. **Communications Committee.** The Communications Committee shall be responsible for the proper functioning of Channel 63, or such other channel as may be assigned from time to time for Eastpointe local news, the notices placed on it, and the timely removal of notices which are out of date. It is also responsible for any newsletter which may be issued to the community from time to time.

8. **Other Committees.** The President may create, with the approval of the majority of the Board, such other committees as he or she may determine.

ARTICLE XI. RULES AND REGULATIONS

The Board of Directors may, from time to time, adopt and amend Rules and Regulations pertaining to matters within its jurisdiction. The members of the Association shall comply with such Rules and Regulations. Any violation of any rule or

regulation by any member of a member's family, or by a member's guests, invitees, servants, lessees and licensees, including, without limitation, the member's gardeners, landscapers and contractors, will, for purposes of enforcing such rule or regulation, be considered a violation by the member.

In the event of a continued violation of any rule or regulation by a member, the Board of Directors, after giving reasonable notice to such member of such violation, and such violation continues, may take whatever action, in law or in equity, that the Board sees fit, and any expenses, including reasonable attorneys' fees, shall be borne by the member violating the rule or regulation.

214398_4