

**ARTICLES
OF
INCORPORATION**

**DECLARATION
OF
RESTRICTIONS, LIMITATIONS,
CONDITIONS AND AGREEMENTS**

—
**BY-LAWS
REVISED JANUARY 31, 2005**

Boca Raton, Florida



PART I

**ARTICLES
OF
INCORPORATION**

1650 South Dixie Highway • Suite 100 • Boca Raton, Florida 33432

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**CERTIFICATE OF INCORPORATION OF
ROYAL PALM IMPROVEMENT ASSOCIATION, INC.,
a corporation not for profit.**

We, the undersigned, having associated ourselves together for the purposes of forming a corporation not for profit under and by virtue of the following proposed Charter:

ARTICLE I

The name of the corporation shall be ROYAL PALM IMPROVEMENT ASSOCIATION, INC.

ARTICLE II

Its principal office in the State of Delaware is located at Number 100 West Tenth Street in the City of Wilmington, County of New Castle, the name and address of its resident agent is THE CORPORATION TRUST COMPANY, Number 100 West Tenth Street, Wilmington, Delaware.

ARTICLE III

The nature of the objects, the purposes or the business to be transacted and promoted or carried on are:

- (a) To preserve and enhance the natural beauty of the properties of the members of this corporation.
- (b) To present a united effort to its members in the advancement of the civil welfare of the community in which the members are located, particularly in protecting the properties of the members of the corporation in the residential section of Royal Palm Yacht and Country Club Subdivision of Boca Raton.
- (c) To see that deed restrictions and all zoning ordinances in the Royal Palm Yacht and Country Club Subdivision are duly enforced.
- (d) To make available to the members of the corporation facilities for the enjoyment of all properties herein mentioned and to promote health, welfare, pleasure, recreation and entertainment.
- (e) To acquire, hold, mortgage, lease, sell, transfer, convey property, both real and personal, to any extent deemed advisable for maintaining and advancing the cultural, civic and non-dividend objectives of the corporation, and to grant all rights and privileges to the members of said corporation pursuant to the statutes made and provided and all acts amendatory thereof.
- (f) To assess against the property owners within the Royal Palm Yacht and Country Club Subdivision maintenance fees for the preservation and maintenance of the properties and to create a lien against said properties for such purposes.

In furtherance of, and not in limitation of the general powers conferred by the laws of the State of Delaware, and the objects and purposes herein set forth, it is expressly provided that this corporation shall also have the following powers:

- (g) Acting through its Board of Governors, its President and other officers, subject to the powers and restrictions of this Certificate of Incorporation, and its By-Laws, to do all such acts as are necessary or convenient to the attainment of the objects and purposes set forth, and to the same extent and as fully as any natural person might or could do.
- (h) To purchase, lease, hold, sell, mortgage, or otherwise acquire or dispose of real or personal property; to enter into, make, perform or carry out contracts of every kind with any person, firm, corporation or association; to do any acts necessary or expedient for carrying on any and all of the activities and pursuing any and all of the objects and purposes set forth in this Certificate of Incorporation, and not forbidden by the laws of the State of Delaware.
- (i) To have offices and promote and carry on its objects and purposes within or without the State of Delaware, in other states, the District of Columbia, the territories or colonies of the United States.
- (j) In general, to have all powers conferred upon a corporation by the laws of the State of Delaware, except as herein prohibited, or forbidden by the By-Laws of this corporation.

ARTICLE IV

This corporation shall not require initiation fees or charge dues. The method and manner in which it may obtain funds for operation shall be by assessment only.

ARTICLE V

The corporation is not for profit, and it is not to have authority to issue capital stock. Membership in the corporation shall be upon such terms and conditions as set forth herein and as may be provided in the By-Laws.

ARTICLE VI

The qualifications for membership in this corporation shall be that the member be of good moral character and shall not have been convicted of a felony, subject, however, to such additional qualifications as shall be prescribed by this Charter and the By-Laws or the Board of Governors.

The membership of this corporation shall consist of Regular Members and Special Members and such other classes of members as the Board of Governors shall from time to time establish. The matter of admission of members and the terms and conditions of each membership shall be provided herein and in the By-Laws. Assessments may be charged and collected and provision therefor may be prescribed in the By-Laws of the corporation, and by such By-Laws the Board of Governors shall be empowered to

determine and collect such assessments. A Regular Member shall consist of a member who holds fee simple title to a lot in Royal Palm Yacht and Country Club Subdivision of Boca Raton (if title is vested in husband and wife or in any two or more persons, only one shall be a regular member). All voting powers shall be vested exclusively in the Regular Members, the number of which shall not exceed 750. Regular memberships shall be transferred only through the corporation with the consent of the Membership Committee and the approval of the Board of Governors, subject, however, to said Regular Member owning a fee simple title to a lot in the Royal Palm Yacht and Country Club Subdivision of Boca Raton. Fifteen (15) per cent of the total membership shall be necessary to constitute a quorum, and the majority vote of the members present at a meeting, provided a quorum be present, shall be sufficient to constitute legal action on behalf of the corporation.

Special Members shall be members who lease and occupy residences located in the Royal Palm Yacht and Country Club Subdivision owned by Regular Members. Special Members shall be entitled to membership in this corporation under the same provisions and manner in which a Regular Member is approved for membership. Such special memberships shall terminate when the said member ceases to lease and occupy a residence in the said subdivision.

Each Regular and Special member shall be entitled to a certificate of membership certifying his membership, which shall be signed by the President or a vice-president and the secretary or assistant secretary of the corporation. Each such certificate shall be valid only when held by and registered in the name of the member and shall be subject to the By-Laws then made and thereafter to be made, and such By-Laws shall be considered as and shall be an essential part of the contract between the corporation and such member. No membership or certificate of membership shall be sold, assigned or transferred, voluntarily or involuntarily or by operation of law, to any person, corporation, association, partnership or concern unless so provided in the By-Laws. When a member dies or whenever the interest owned by the member shall pass from him (ownership of a lot in Royal Palm Yacht and Country Club Subdivision) either by sale, voluntarily or involuntarily, in any manner whatsoever, the right of the member in the corporation shall cease and terminate.

When any member is expelled from membership in the corporation, his membership shall cease and terminate, and he shall thereafter have no interest in the corporation and all privileges of membership granted to him, and the immediate family of said member residing in the subdivision shall likewise terminate. In the event any member who is expelled from membership in accordance with this section and the By-Laws, shall refuse to surrender his certificate of membership, then such membership shall be marked "cancelled" on the records of the corporation and thereafter the outstanding and unsurrendered certificate of membership shall be void.

Members of the immediate family of the regular or special member residing on the real property located in the subdivision and owned in fee simple by the regular member or leased by the Special Member, shall be entitled to the privilege of membership, except as to the right to vote and as otherwise prescribed by this Charter and By-Laws.

ARTICLE VII

This corporation shall have perpetual existence.

ARTICLE VIII

The names and addresses of the subscribers hereto are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Milton N. Weir, Sr.	3356 Atlantic Boulevard Pompano Beach, Florida
John H. Weir	3356 Atlantic Boulevard Pompano Beach, Florida
Col. Knox Phagan	411 Plaza Building Miami, Florida
William T. Vaughn	120 Gordon Road Ft. Lauderdale, Florida
Alonzo T. Knight	1281 South Ocean Boulevard Boca Raton, Florida

ARTICLE IX

Title to the property in the corporation, both real and personal, shall be vested in the corporation, to-wit: Royal Palm Improvement Association, Inc.

ARTICLE X

The affairs of the corporation shall be managed by a Board of Governors which shall have all the powers and authority of a Board of Directors, and which shall consist of not less than three (3) nor more than nine (9) members. The number of the original Board of Governors shall be five (5) at the inception of the incorporation and said original Board of Governors shall hold office for a term of five (5) years, or until such time as the corporation under its Charter and By-Laws elects five-hundred (500) Regular Members, whichever event shall occur first, or until their successors are duly elected or appointed and qualified. The remaining Governors elected shall hold office for a term of two years, unless otherwise specified. The term of the Board of Governors elected to succeed the original Board of Governors shall be for a term of two (2) years. Said original Board of Governors shall not be required as a prerequisite to their membership in this corporation to own a lot in fee simple in Royal Palm Yacht and Country Club Subdivision, nor shall the same be necessary for their continuation as a member of the corporation or to serve on said Board of Governors.

The Board of Governors shall be elected by the members from their membership for such terms as are provided herein and at such times as the By-Laws may fix. The Board of Governors shall elect the officers of the corporation.

ARTICLE XI

The officers shall be a president, one or more vice-presidents, a secretary and a treasurer, and such other officers as may be provided in the By-Laws. The offices of secretary and treasurer may be held by the same person. The president and the vice presidents provided for in the By-Laws shall be elected by the Board of Governors from their number at the annual meeting, as provided by the By-Laws. At the same meeting a secretary-treasurer or a secretary and treasurer and such other officers, as the By-Laws may provide, shall be elected. Only the president and vice-president need be members of the Board of Governors or members of the corporation.

ARTICLE XII

The private property of the members shall not be subject to the payment of corporate debts.

ARTICLE XIII

The By-Laws of the corporation are to be made and adopted by the corporation's Board of Governors, and they may be amended by the Board of Governors or by the members of the corporation as provided in said By-Laws.

ARTICLE XIV

The meetings of the members may be held without the State of Delaware. The books of the corporation may be kept (subject to any provision contained in the statutes) outside of the State of Delaware at such place or places as may be from time to time designated by the Board of Governors.

WE, THE UNDERSIGNED, being each of the incorporators hereinbefore named for the purpose of performing a corporation pursuant to the Delaware Code, do make this certificate, hereby declaring and certifying that the facts stated herein are true, and accordingly have hereunto set our hands and seals this 31st day of March, 1959.

Milton N. Weir, Sr. (Seal)

John H. Weir (Seal)

Col. Knox Phagan (Seal)

William T. Vaughn (Seal)

Alonzo T. Knight (Seal)

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WE, THE UNDERSIGNED, being each of the incorporators hereinbefore named for the purpose of performing a corporation pursuant to the Delaware Code, do make this certificate, hereby declaring and certifying that the facts stated herein are true, and accordingly have hereunto set our hands and seals this 31st day of March, 1959.

Milton N. Weir, Sr. (Seal)

John H. Weir (Seal)

Col. Knox Phagan (Seal)

William T. Vaughn (Seal)

Alonzo T. Knight (Seal)

State of Delaware



Office of Secretary of State

I, George J. Schulz, Secretary of State of the State of Delaware, do hereby certify that the above and foregoing is a true and correct copy of Certificate of Incorporation of the "ROYAL PALM IMPROVEMENT ASSOCIATION, INC." as received and filed in this office the eighth day of April, A.D. 1959, at 9 o'clock A.M.

In Testimony Whereof, I have hereunto set my hand and official seal at Dover this eighth day of April in the year of our Lord one thousand nine hundred and fifty-nine .



George J. Schulz
Secretary of State

M. D. Tomlinson
Asst. Secretary of State

FORM 120
REC'D FOR RECORD..... Apr 8 1959 JOSEPH A. BRADSHAW, RECORDER



PART II

**DECLARATION
OF
RESTRICTIONS, LIMITATIONS,
CONDITIONS AND AGREEMENTS**

DECLARATION OF RESTRICTIONS

1650 South Dixie Highway • Suite 100 • Boca Raton, Florida 33432

**DECLARATION OF RESTRICTIONS, LIMITATIONS, CONDITIONS and AGREEMENTS
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**DECLARATION OF RESTRICTIONS,
LIMITATIONS, CONDITIONS AND AGREEMENTS**

- A.** THIS DECLARATION is made and dated this 29th day of May, 1959, by ARVIDA REALTY CO., a Florida Corporation, having its office and principal place of business in the City of Boca Raton, Florida, hereinafter referred to as Subdivider, its successors or assigns,

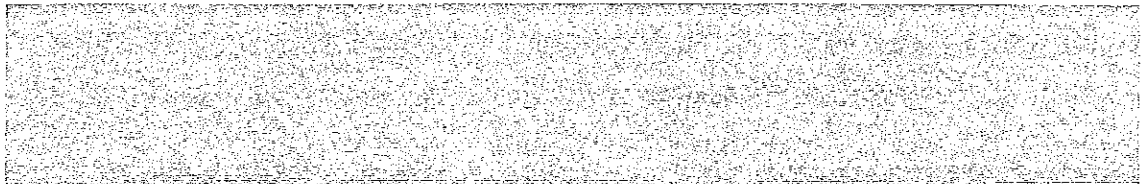
WITNESSETH:

- B.** WHEREAS, Arvida Realty Co. as Subdivider, intends to improve and develop, grant, sell and convey for residential uses and purposes certain lands located in Sections 29, 30, 31 and 32, Township 47 South, Range 43 East, further described as ROYAL PALM YACHT AND COUNTRY CLUB SUBDIVISION, as shown on the plat thereof recorded in Plat Book 26 at Pages 57-62, inc., of the public records of Palm Beach County, Florida, and
- C.** WHEREAS, it is desired to establish protective covenants covering the said subdivision for the benefit and protection of said area,
- D.** NOW, THEREFORE, in consideration of the acceptance hereof by the several purchasers and grantees (his, her, their or its heirs, executors, administrators, personal representatives, successors and assigns, and all persons or concerns claiming by, through or under such grantees) of deeds to lots in said tract of land, said ARVIDA REALTY CO. hereby declares to and agrees with each and every person who shall become owner of any said lots that said lots, in addition to the ordinances of the City of Boca Raton, Florida, shall be and are hereby bound by the covenants set forth in these presents and that the property described -in these restrictions shall be held and enjoyed subject to and with the benefit and advantage of the following restrictions, limitations, conditions and agreements, to-wit:
- 1a. OWNERSHIP:** No lot, nor any part thereof, nor any other portion of the property shown on the plat of ROYAL PALM YACHT AND COUNTRY CLUB SUBDIVISION, according to the plat thereof as recorded in Plat Book 26 at Pages 57-62, inc., of the public records of Palm Beach County, Florida, except Tracts A-1, A-2, A-3 and A-4, including the Yacht Club and boat slips site, and Tracts B, shall be sold, conveyed or leased to anyone other than a member in good standing of the ROYAL PALM IMPROVEMENT ASSOCIATION, INC. Tracts A-1, A-2, A-3, A-4 and B are designated as the golf course, the golf club house, the yacht club, the boat slips and gate entrance properties, and are not, therefore, subject to the terms and conditions of the Declaration of Restrictions, Limitations, Conditions and Agreements. It is a condition of the estate conveyed that the grantee of any deed shall not rent, lease, give, convey or in any other manner transfer the property conveyed to him to any person not at the time of such transfer, lease, gift or conveyance, a member of the ROYAL PALM IMPROVEMENT ASSOCIATION, INC. It is specifically understood and agreed that a similar condition will be made by the Subdivider in all other conveyances of similar property in ROYAL PALM YACHT AND COUNTRY CLUB SUBDIVISION, the purpose of this and such other conditions being to insure to all grantees and all other members of the ROYAL PALM IMPROVEMENT

ASSOCIATION, INC., that their properties in said subdivision shall at all times be occupied by a colony of congenial persons and, further, for the purpose of benefiting lands owned by the Subdivider and developed under the same general plan with the grantees of lots in the above-described subdivision.

1b. All grantees of conveyances to lots in the above-described subdivision expressly stipulate and agree for themselves and their heirs, executors, administrators, legal representatives and assigns that in the event proceedings are instituted to foreclose any mortgage on property conveyed in ROYAL PALM YACHT AND COUNTRY CLUB SUBDIVISION, the Subdivider and its successors or assigns shall have the right to redeem from the mortgage for the amount due thereon or to purchase said property at the foreclosure sale for the amount set forth to be due by the mortgagee in the foreclosure proceedings; and should the mortgagor fail to redeem from such mortgage and, in case of such redemption by the Subdivider, the Subdivider, its successors or assigns so redeeming, shall take and have absolute fee simple title to the property redeemed, free from any claim or right of any grantee, his heirs or assigns or the mortgagor, and every person or concern claiming by, through or under him or it. Nothing herein contained in these reservations and restrictive covenants shall preclude a mortgage institution, banker, a savings and loan association or an insurance company, or any other recognized lending institution from owning a mortgage on any lot or property situate in ROYAL PALM YACHT AND COUNTRY CLUB SUBDIVISION, and such mortgage institution, banker, savings and loan association, insurance company or other recognized lending institution shall have an unrestricted, absolute right to take title to the property in settlement and satisfaction of said mortgage or to foreclose the mortgage in accordance with the terms thereof, and the laws of the State of Florida, and to bid upon said property at the foreclosure sale, provided said mortgage institution, banker, savings and loan association, insurance company or other recognized lending institution owning said mortgage shall give to ARVIDA REALTY CO., its successors or assigns, written notice by certified mail of the said default at least thirty (30) days prior to the institution of foreclosure proceedings, and should the said ARVIDA REALTY CO., its successors or assigns, or the ROYAL PALM IMPROVEMENT ASSOCIATION, INC., or any member thereof, individually or collectively, fail to purchase said mortgage together with any costs incident thereto from such mortgagee or shall fail to redeem said mortgage, then and in that event, the mortgagee taking title on said foreclosure sale or taking title in lieu of foreclosure sale, may acquire said property and occupy the same and sell and resell the same without complying with the restriction limiting the ownership of said property to members of the ROYAL PALM IMPROVEMENT ASSOCIATION, INC.

1c. Any deed or conveyance, directly or indirectly, or any will or judicial proceedings in violation of this covenant, restriction or limitation shall be void and of no effect. No lot or any part thereof or any portion of the property shown on the plat of ROYAL PALM YACHT AND COUNTRY CLUB SUBDIVISION shall be leased, used or occupied by anyone other than a member of the ROYAL PALM IMPROVEMENT ASSOCIATION, INC., and their immediate family.



The provisions of this covenant shall not apply to bona fide domestic servants domiciled upon the premises where they are employed.

- 2a. BUILDING PLANS:** For the purposes of further insuring development of the lands in the subdivision as a residential area of high standard, the Subdivider reserves the right to control the buildings and structures placed on each lot.
- 2b.** Whether or not provision is specifically stated in any conveyance of record made by the Subdivider, the owner or occupant of each and every lot, by acceptance of title thereto or by taking possession thereof, covenants and agrees that no building, wall, swimming pool, boathouse, dock, aerial, antenna or other structure shall be placed upon said lot unless and until the plans and specifications therefor and the plot plan have been approved in writing by the Subdivider, its successors or assigns. Each such building, wall, swimming pool, boathouse, dock, aerial, antenna or other structure shall be placed on the premises only in accordance with the plans and specifications and plot so approved. Refusal of approval of plans and specifications by the Subdivider may be based upon any ground, including purely esthetic grounds which in the sole and uncontrolled discretion of the Subdivider shall seem sufficient. No alteration in the exterior appearance of the building or structures shall be made without like approval. All buildings or other structures must be designed by an architect registered in the State of Florida. The Subdivider herein reserves the right to designate the ROYAL PALM IMPROVEMENT ASSOCIATION, INC., through its Board of Governors and its Architectural Committee, or committees, to act for said Subdivider in the approval or rejection of said plans and for the enforcement of this restriction, and the said ROYAL PALM IMPROVEMENT ASSOCIATION, INC. shall have all power and authority as reserved to this Subdivider for the administration and carrying out of this reservation and restriction. Such authority shall continue and remain vested in said ROYAL PALM IMPROVEMENT ASSOCIATION, INC., until such time as the Subdivider, its successors or assigns, shall cancel the same in writing by an instrument equal in dignity to this Declaration of Restrictions, Limitations, Conditions and Agreements. In the event that for any reason the powers granted herein to said ROYAL PALM IMPROVEMENT ASSOCIATION, INC. are terminated by court or otherwise, then the same shall automatically re-vest in the Subdivider, its successors or assigns.
- 2c.** Should the Subdivider, through the ROYAL PALM IMPROVEMENT ASSOCIATION, INC., or otherwise, or its successors or assigns, fail to approve or disapprove the plans and specifications submitted to it by the owner of a lot or lots within the subdivision within thirty (30) days after written request therefor, then such approval shall not be required, provided, however, that no building or other structure shall be erected or be allowed to remain on any lot which violates any of the covenants or restrictions herein contained.
- 3. SINGLE FAMILY RESIDENCES EXCLUSIVELY:** No building shall be allowed or erected on any lot in said subdivision except one (1) single family dwelling house, all for the use of one (1) family and attendant domestic servants only, provided that no such building shall exceed two (2) stories in height. All

garages, porte cocheres, storage areas, tool cabins, garden houses, etc., must be attached to said dwelling house and be constructed so as to constitute one building only. Said dwelling house shall occupy a floor area of actually and fully enclosed building, including attached garage or porte cochere, of not less than two thousand (2,000) square feet. In computing such minimum areas, the area of open porches and garages shall be construed as equivalent to a closed area of one-half (1/2) the area of such open porches and garages, credit for which shall not exceed, under any circumstances, two hundred (200) square feet.

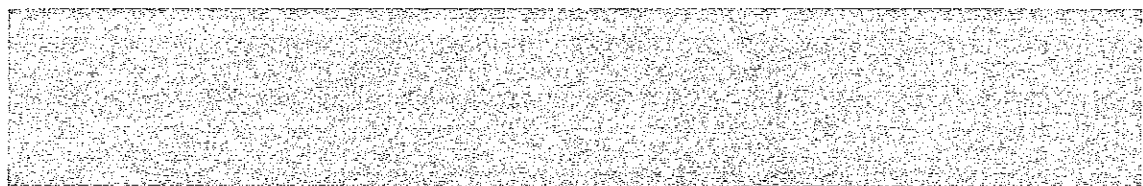
4. **SETBACK LINE:** No building shall be erected upon any lot so that any part of said building shall be closer than twenty-five (25) feet to any front boundary line of said premises, which line extends along street or highway, or so that any part of said building is closer than ten (10) feet to any of the other boundary lines of said premises; except if said property is a corner lot, the building shall be erected so that it faces the street or highway running north and south or so that it faces the intersection corner of the two (2) streets or highway involved at an angle of not more than forty-five (45) degrees from the center line of the street or highway running north and south. No building shall be erected upon a corner lot so that any part of said building shall be closer than twenty-five (25) feet to the boundary line of said premises which extends along the street or highway running north and south; or twenty (20) feet to the boundary line of said premises which extends along a street or highway running east and west; or ten (10) feet of any other boundary line of said premises, except those lots that back up to the golf course shall not be closer than twenty-five (25) feet from the rear boundary line and, further, except those lots which back up to a waterway shall not be closer than twenty five (25) feet from the rear boundary line of said premises. Where lots have curved property lines, said back distances shall be taken at right angles with tangents to the curve. All other setbacks shall measure at right angles to the property line.
5. **EXCEPTIONS TO SETBACK RESTRICTIONS:** Terraces, walls, fences, low platforms or steps, swimming pools and similar low, unroofed and unscreened construction may be erected outside the setback lines, provided that such construction shall not interfere with the exposure or view or reasonable privacy of adjoining or facing properties, and shall be determined by the Subdivider and shall be in compliance with the prevailing city zoning regulations. No construction of this type may be erected without written approval of the Subdivider. No structure, wall, fence or hedge over four (4) feet in height shall be constructed, erected, placed, planted, set out, maintained or permitted upon any lot within twenty-five (25) feet of any boundary line thereof which extends along any street or other public way or across the rear portion of any lot facing on the golf course or facing on the waterway or over six (6) feet in height within ten (10) feet of any other boundary line of any lot, except that this restriction shall not apply to any portion of said dwelling house, the location of which shall be governed by the provisions of Restrictions 4, above.

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6. **EASEMENTS:** The Subdivider herein reserves, for itself, its successors or assigns, a five (5) foot easement along the rear of each lot in Blocks 5, 6, 7, 8, 9, 10, 11 and 12, and Lots 9 through 33, inclusive, of Block 15, and all of Blocks 18, 19, 20, 21, 22 in said ROYAL PALM YACHT AND COUNTRY CLUB SUBDIVISION, for public utility purposes, and a similar reservation on or in the three (3) foot strip along the sidelines of each lot. The Subdivider reserves the right to assign any and all easements presently existing or hereinafter granted for the installation of utilities or other uses by it deemed to be necessary for the service of said lands, and any walls, fences, paving, planting or other improvements placed thereon by the owner of the property on which the easement lies shall be removed, if required, by the subdivider or its assigns at the expense of the owner of any lot. Where there is located an one or more lots, or portions thereof, a single residence under a single ownership, then the three (3) foot easement shall not be located along the sidelines of each lot but along the sidelines of the combination of lots or portions thereof.
 7. **UNDERGROUND WIRING:** No lines or wires for communication or the transmission of current shall be constructed, placed or permitted to be placed upon any lot unless the same shall be contained in conduits, and as to any part or parts of said wires or lines which shall be without the dwelling house, the same shall be constructed or placed and maintained underground.
 - 8a. **RESTRICTED USE OF BOATS, SEAWALLS, BOAT SLIPS:** No seawall, dock or boat slip, piers or mooring post shall ever be placed or constructed upon any lot unless the same shall be constructed according to plans, specifications, elevations, types and designs approved by the Subdivider, its successors or assigns, in writing. Should the Subdivider fail to approve or disapprove of said plans within thirty (30) days after written request therefor has been made, then such approval shall not be required. No vessel or boat shall be anchored offshore in any of the waterways adjacent to the subdivision so that the same shall in anywise interfere with navigation. No boat house shall be constructed on or adjacent to any of the waterfront lots in the subdivision, nor shall any boat canal be dug or excavated in any of the waterfront lots without the same being approved by the Subdivider, its successors or assigns.
 - 8b. The interior waters of the various canals transversing portions of the subdivision shall not be used or navigated by anyone who is not an owner, lessee or occupant of a lot in the subdivision or a guest or member of the family of such owner, lessee or occupant. No lot shall be increased in size by filling in the water on which it abuts.
 9. **RE-SUBDIVIDING:** No lot or contiguous group of lots shall ever be re-subdivided or replatted in any manner which would bring about a greater number of lots than that shown on the plat of the above-described subdivision for the same area. A residential site may consist of one (1) or more lots; all of one lot; one lot and a part of a contiguous lot or lots; or any other combination of contiguous parts of lots which shall form one plot of land suitable for use as a site for a residence, provided that it extends from

the fronting street to an existing rear property line, golf course or canal, but no site which changes the lot, as originally planned, shall have a front or rear dimension of less than is contained in the smallest adjoining lot shown on the original plat of the subdivision.

10. NUISANCE: Nothing shall be done on any lot which may be or become an annoyance or nuisance to the neighborhood. No horses, cattle, swine, goats, poultry or fowl shall be kept on any lot. No sign of any character shall be displayed or placed upon any of the premises or lots in said subdivision, including "For Rent" or "For Sale" signs. No manufacturing, trade, business, commerce, industry, profession or other occupation whatsoever will be conducted or carried on upon any lot or any part thereof, or in any building or other structure erected thereon. No trash shall be allowed to accumulate so as to be a detriment to the subdivision or a fire hazard. In the event that any owner shall fail or refuse to keep the demised premises free of weeds, underbrush or refuse pile or other unsightly growth or objects, the Subdivider, its successors or assigns, may enter upon said lands and remove the same and the said Subdivider does hereby grant, until further notice, to the ROYAL PALM IMPROVEMENT ASSOCIATION, INC. the right to enforce this provision which seeks to eliminate nuisances of all nature, kind and description. All garage doors shall be closed except as are required to be opened for purposes of ingress and egress. The use of any garage, carport, driveway or parking area which may be in front of, adjacent to or a part of any lot in said subdivision as a habitual parking place for commercial vehicles is prohibited. The use of any driveway or parking area which may be in front of, adjacent to or a part of any lot as a habitual parking place for boats or trailers is prohibited. The parkway located between the pavement and the lot line of each lot shall not be used for the parking of private or commercial vehicles or boats or trailers. The term, "Commercial Vehicles" shall include all automobiles, trucks and vehicular equipment, as well as station wagons, which shall bear signs or shall have printed on the sides of same reference to any commercial undertaking or enterprise. The habitual violation of the parking regulations set forth in this paragraph shall be deemed a violation of the use and nuisance restrictions of this Declaration.

11. SUBDIVIDER'S OPTION TO PURCHASE IF SOLD: In the event any grantee of any lot in the ROYAL PALM YACHT AND COUNTRY CLUB SUBDIVISION desires to sell the same, together with its improvements, if any, the property shall be offered for sale to the Subdivider at the same price at which the property is about to be sold and the said Subdivider shall have fifteen (15) days within which to exercise its option to purchase said property. Should the Subdivider fail or refuse, within the said fifteen (15) days after receipt of written notice, to exercise its option to purchase such property at the price and on the terms at which it is about to be sold, then the owner of said property shall have the right to sell said property subject to each and every restriction, limitation, condition and agreement herein contained. Each grantee shall notify the Subdivider of the name of his prospective purchaser, his residence address and his business and social affiliations.



12.

13. **MAINTENANCE OF PARKWAYS:** The owners of the lots in the said subdivision shall be responsible for the maintenance of parkways located between their lot lines and the streets upon which said lots face. The owners thereof shall likewise maintain their hedges, plants and shrubs in a neat and trim condition at all times.

14. The Subdivider, its successors or assigns, hereby reserves the right to enter into agreements with the grantee of any lot or lots (without the consent of the grantees of other lots or adjoining or adjacent property) to deviate from those conditions, restrictions, limitations and agreements herein set forth which refer to setback lines, square footage content, areas of improvement, easements, underground wiring, use of boats, seawalls and boat slips, option to purchase, mortgage redemption privileges, building plans, architectural committee, maintenance of parkways, garbage disposal and clotheslines, and any such deviation which shall be manifested by agreement in writing shall not constitute a waiver of any such condition, restriction, limitation or agreement as to the remaining lots in said subdivision, and the same shall remain fully enforceable as to all other lots located in the said subdivision by the original Subdivider, its successors or assigns, and the grantees of other lots except as against the lot where such deviation is permitted.

15a. **GARBAGE DISPOSAL AND CLOTHESLINES:** The grantee will provide sanitary disposal for all garbage and rubbish. Such disposal shall be either underground or in concrete bins, fully enclosed and covered.

15b. The grantee shall not place upon his premises clotheslines which may be visible either from the street or from the rear of said premises, and, in particular, where said properties back on the golf course or waterways. Such clotheslines must be enclosed in a hedge or other protective enclosure, the nature and form of said clotheslines and protective enclosures to be approved by the Subdivider as a part of the plans for the improvements to be located on the property.

16. **DURATION OF RESTRICTIONS:** The foregoing agreements, covenants, restrictions and conditions shall constitute an easement and servitude upon and in the lands conveyed in ROYAL PALM YACHT AND COUNTRY CLUB SUBDIVISION, running with the land, and shall remain in full force and effect for fifty (50) years from the date hereof, at which time they shall automatically extend for successive periods of ten (10) years each unless by a vote of the majority of the then owners of the residential lots of this subdivision, it is agreed to change them in whole or in part.

17. **REMEDIES FOR VIOLATIONS:** In the event of a violation or breach of any of these restrictions by any person or concern claiming by, through or under the Subdivider, or by virtue of any judicial proceedings, the Subdivider and the owners of the lots in the subdivision, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to the foregoing right, the Subdivider shall have the right, whenever there shall have been built on any lot in the subdivision any structure which is in violation of these restrictions, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation, restriction or condition contained herein, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or effect its enforcement. The invalidation by any court of any restriction herein contained shall not in any way affect any of the other restrictions but they shall remain in full force and effect.
18. **SUBDIVIDER MAY ASSIGN:** ARVIDA REALTY CO. may assign any and all its rights, powers, obligations and privileges under this instrument to the ROYAL PALM IMPROVEMENT ASSOCIATION, INC., or to any other corporation, association or person.



PART III

BY-LAWS

BY-LAWS

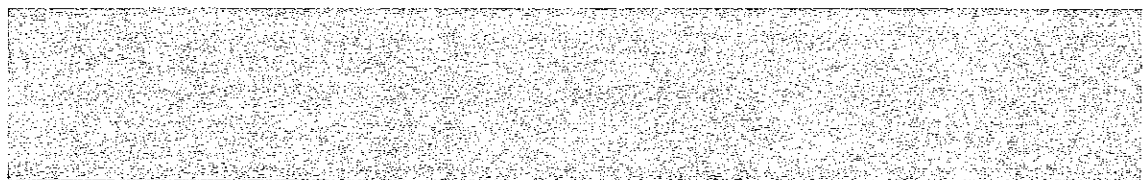
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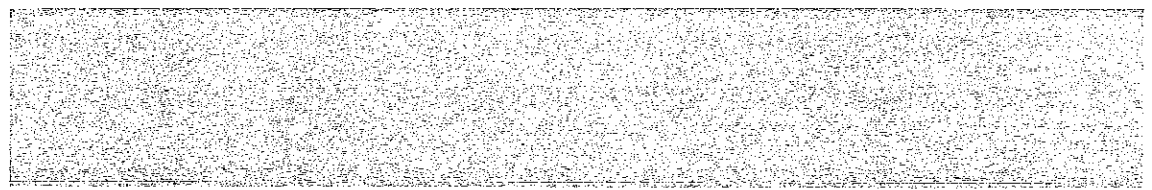


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BY-LAWS

ARTICLE I

The Association shall operate under the name of ROYAL PALM IMPROVEMENT ASSOCIATION, INC., of Boca Raton, Florida, a non-profit corporation with its principal place of business in Palm Beach County, Florida, and all property, real and personal, acquired and owned by the corporation shall be taken and held in the name of said non-profit corporation.

ARTICLE II

Section 1 - Membership:

Each regular member shall represent and receive a certificate of membership in the corporation. All voting rights shall be vested in the Regular Member, and each Regular Member shall be entitled to one vote at all meetings. Regular memberships shall be transferred only through the corporation with the consent of the Membership Committee and with the approval of the Board of Governors. Regular membership shall be limited to persons who are owners in fee simple of lot or lots within the Royal Palm Yacht and Country Club Subdivision of Boca Raton. When any Regular Member ceases to be owner of said real property within the said Royal Palm Yacht and Country Club Subdivision, the membership of such member shall thereupon terminate. Upon resignation, expulsion or other removal of a member, it is required that said membership certificate be surrendered to the secretary of the corporation, properly endorsed, with the endorsement to the corporation, within ten (10) days from the resignation or date of expulsion or other removal by the Board of Governors; but should said member fail to surrender his certificate within the time set under the conditions herein enumerated, such certificate shall be declared null and void. A regular member may allow his Royal Palm Yacht and Country Club Subdivision property to be occupied and possessed only by persons whose application for special membership in the corporation has been previously approved, whether such possession and occupancy is by virtue of a gift, lease or otherwise. Members of his immediate family and house guests may occupy a regular member's property at any time and without limitation.

Special Members: Persons occupying and having a right of possession to real property in Royal Palm Yacht and Country Club Subdivision of a regular member in good standing may become a special member. When title to Royal Palm Yacht and Country Club Subdivision property is held by two or more persons as joint tenants, or as tenants by the entirety, and one of these persons is a regular member, then each of the remainder of such persons shall be special members.

A special member shall be entitled to all of the privileges of a regular member except the right to vote.

A special member shall be liable jointly and severally with the regular member whose property he is occupying or with whom he holds title jointly, or as tenants by the entirety, for assessments levied against such regular member.

Section 2:

All members of the immediate family of a Regular or Special Member residing in the household of such regular or special member shall be entitled to the privileges enjoyed by the Regular or Special Member save and except that of the right to vote.

Section 3:

Other and further memberships may be created upon recommendation of the Board of Governors and ratified by the affirmative vote of the majority the members voting at a special meeting called as provided herein.

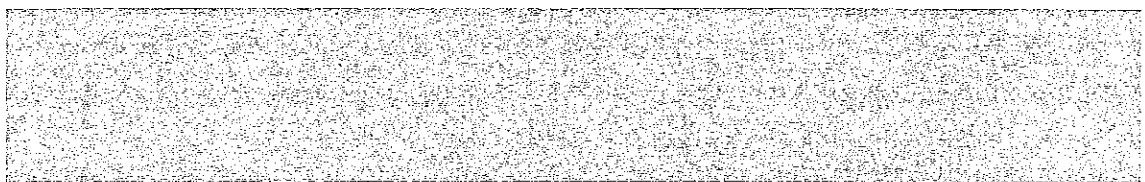
Section 4:

Qualifications of Members: The qualifications for membership in the corporation shall be that the applicant and his family who will reside or occupy property in Royal Palm Yacht and Country Club Subdivision shall be of good moral character and that the applicant otherwise complies with the requirements of membership set forth in the Certificate of Incorporation, the By-Laws and the regulations prescribed by the Board of Governors.

Except as otherwise expressly provided for herein, no corporation, association, partnership, trust, trustee or entity other than a natural person shall be eligible to become a Regular member in the corporation; provided, however, that the membership status of any person, corporation, association, partnership, trust, trustee or entity who has been approved in writing by the issuance of a certificate of approval by the Membership Committee as a Regular Member on or before March 16, 1987 shall not be affected by this paragraph.

Notwithstanding the foregoing, a natural person who is the trustee of a trust may become a Regular Member in the corporation and become the owner of a lot in Royal Palm Yacht and Country Club Subdivision providing the trustee meets all the requirements for membership set forth elsewhere in the Certificate of Incorporation, the By-Laws and the regulations prescribed by the Board of Governors in addition to the following additional requirements and conditions:

- (a) The trustee who is applying for regular membership must be one of the designated trustees of the trust, must have the legal right pursuant to the trust instrument to reside on the property, and must intend to actually reside at the property.
- (b) The application of the trustee for regular membership must include a copy of the trust instrument and all amendments thereto certified by the trustee that the copy of the trust instrument, as amended, is a true and correct copy.
- (c) Prior to the time a certificate of approval is issued by the corporation approving the trustee for regular membership, the trustee must enter into an agreement satisfactory to the Board of Governors which restricts the occupancy and use of the residence to the Regular Member, members of the Regular Member's immediate family and house guests as provided in the Certificate of Incorporation of Royal Palm Improvement Association, Inc. and these By-Laws. Further, said agreement shall require that the trustee provide a copy of any and



all subsequent amendments to the trust instrument and that no subsequent amendment to the trust instrument may remove the Regular Member/trustee from continuing as one of the trustees of the trust.

- (d) A trustee who becomes a regular member has the same rights of membership and is subject to the same restrictions, limitations, and conditions set forth in the Articles of Incorporation, Deeded Restrictions and Covenants, and Bylaws as any other regular member. These include but are not limited to the restriction of the occupancy and use of the residence to the Regular Member, members of the Regular Member's immediate family and house guests, the provisions for termination of membership, and the restrictions on future use and occupancy when the Trustee's membership in the corporation is terminated.

Except as expressly provided above, only persons owning in fee simple a lot or lots in Royal Palm Yacht and Country Club Subdivision of Boca Raton and who have been approved for membership by the Membership Committee and elected by the Board of Governors, shall be eligible to become Regular Members. Where two or more persons are joint owners of real property in Royal Palm Yacht and Country Club Subdivision, one and only one shall become a Regular Member. Where two or more persons are joint lessees of real property in the Royal Palm Yacht and Country Club Subdivision and undertake to reside therein, only one shall become a Special Member.

Section 5:

The provisions herein for the creation of the Special Member is limited to those persons who occupy the premises or residence of Regular Members in good standing, and such special memberships may be granted to such occupant under a lease or otherwise under such terms and conditions as the Board of Governors in its discretion may determine. Rental or lease of a home is restricted to one (1) term, but not less than six (6) months, in any one year. For renewals of a lease, owner must apply to Royal Palm Improvement Association, Inc. for approval. Where such tenants or lessees of residence are approved and granted special membership in the corporation the members of the immediate family of such Special Member residing on the real property in said subdivision shall be entitled to membership privileges. Such Special Members and the members of their immediate family to be entitled to such privileges must be approved in the same manner as Regular Members.

Each Special Membership shall be for a period of one (1) year. Each Special Member desiring to continue occupancy or possession of the property of a Regular Member shall reapply for Special Membership prior to the termination of the Special Membership. Approval of all Special Membership applications and reapplications shall be in accordance with the provisions of Article 11, Section 7 of these By-Laws.

Section 6:

Membership in the corporation may be terminated:

- (a) By the Board of Governors for failure to pay the charges and maintenance fees herein provided;
- (b) For cause, after notice and hearing before the Board of Governors.

- (c) Whenever any Regular Member ceases to be the owner in fee simple of a lot or lots in the subdivision, the membership of such Regular Member shall terminate thereupon; likewise, the membership of a Special Member shall terminate when said Special Member ceases to lease and occupy a residence in the subdivision, or one (1) year from the date the Special Member either occupies or possesses the property of the Regular Member, whichever event shall first occur.
- (d) By resignation when a Regular Member has disposed of his property to another member of the Royal Palm Improvement Association, Inc.

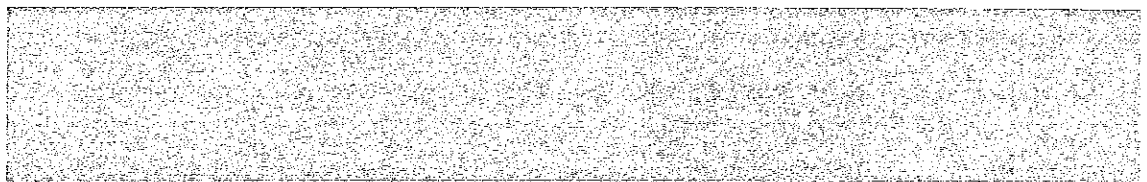
A Regular Member, or otherwise, shall have no vested privilege in or to the assets, functions, affairs or franchises of this corporation or any rights, title, interest or privilege which may be transferable or inheritable, or which shall continue after his membership ceases, or while he is not in good standing. Upon the death of any Regular Member, the privileges, as provided herein, enjoyed by the immediate family shall continue for a period of one year. Where title to said property shall pass to the surviving spouse, the surviving spouse must within one year make application for membership in said Corporation; and if approved by the Membership Committee and elected by the Board of Governors and shall otherwise comply with the provisions of the Charter and these By-Laws, shall be entitled to membership. Where title to the property shall pass on to others than the surviving spouse, those who shall inherit the property by will or operation of law shall have no greater right to acquire membership in this corporation than any other individual owning property in said subdivision. The marriage of any single female Regular or Special Member shall not terminate her membership and if she adds her husband as a joint owner of her property she may resign her membership in favor of her husband, whose application for membership will then be handled in the normal course according to the By-Laws; but she shall maintain her right to retain her Regular Membership if she chooses so long as she continues to hold title to property in this subdivision.

Section 7 - Manner of Admission:

Every person desiring to become a Regular or Special Member of the corporation shall make written application to the secretary, giving complete information regarding the applicant's qualifications, residence address, business address, nature of business, club affiliations, bank references, ages, name of the members of his or her immediate family, club affiliations of the spouse of such applicant, surname or maiden name of spouse of such applicant, and such other information as the Board of Governors shall from time to time require.

It is preferred that at least two (2) Regular Members shall write letters of recommendations to the Secretary. Letters of Recommendation from individuals other than Regular Members may, in the discretion of the Board of Governors, be accepted in lieu of letters given by Regular Members.

The secretary then shall transmit the application and letters of recommendation to the Membership Committee, which shall make such investigation as may be desired and directed by the Board of Governors. Any applicant may be rejected by the Board of Governors without cause and no reason for such rejection shall be given the applicant.



The decision of the Board of Governors shall be final and shall not be subject to review. The secretary shall notify the applicant of the rejection or acceptance of the application. Approved applications for Regular membership shall be final when the applicant shall become owner in fee simple of a lot in Royal Palm Yacht and Country Club Subdivision. Approved applications for Special membership shall become final when the applicant occupies or takes possession of the property of a Regular Member located in Royal Palm Yacht and Country Club Subdivision.

Section 8:- Termination of Membership:

Upon the termination for any reason of membership in this corporation, all privileges shall thereupon cease. Termination of membership shall not relieve a former member from liability for assessments for which he was liable as a member. Each member of the corporation shall be bound by, and shall comply with, the Certificate of Incorporation, the By-Laws and any amendments or supplements thereto, and the rules and regulations duly adopted by the Board. Each member shall be responsible for compliance therewith by all persons entitled to membership privileges as a result of his membership.

If any member shall be charged with misconduct, in writing addressed to the Board of Governors and signed by one or more Regular Members, action shall be taken against such member in accordance with the provision of these By-Laws.

Section 9:

In the event of a default in payment when due of the amount provided by these By-Laws to be paid for assessments or maintenance fees, the Board of Governors may take such action as it considers necessary for the collection thereof. The rights and privileges of membership of a defaulting member shall be suspended by the Board of Governors and shall continue suspended so long as any sum or sums, provided by these By-Laws to be paid to the Corporation, shall remain unpaid and in default.

Section 10:

Before acquiring property (by original purchase or a contract to lease land in Royal Palm Yacht and Country Club Subdivision) each person must submit application for membership on forms to be obtained from the Corporation, such forms prepared by the Board of Governors.

Section 11:

If any persons or members of the immediate family of a member or deceased member acquire any property in Royal Palm Yacht and Country Club Subdivision, the Board of Governors shall have the power to and may determine from time to time the terms and conditions under which such person acquiring such property may enjoy the rights and privileges of the Corporation.

Section 12:

Each member of the corporation shall be bound by and shall conform to and abide by the laws, amendments and supplements hereto and to all rules and regulations which may be adopted from time to time.

Section 13:

If any member shall be charged by another member with conduct deemed injurious

or detrimental to the interest or welfare of the corporation, its order or peace, or with conduct unbecoming to a member, or with violation of the By-Laws, or the rules and regulations of the Corporation, such charge shall be put in writing and addressed to the Board of Governors. The Board of Governors shall consider such charges and if in its opinion disciplinary action is warranted, it shall then hold a hearing, giving the party ten days' notice of such hearing, and if in the majority opinion of the Board of Governors it shall find that the charge is justified, the guilty member may be suspended or expelled from membership of the corporation. The decision of the Board of Governors shall be final.

Section 14:

Membership certificates shall be issued in consecutive order in a certificate book and shall be entered and registered in the number and order in which they are issued. Such certificate shall be subject to these By-Laws as then made and constituted, or which may hereafter be made, and such By-Laws shall be considered as and shall be an essential part of the contract between the Corporation and such member holding such certificate. No membership or certificate of membership may be sold, assigned or transferred voluntarily or involuntarily or by will or by operation of law.

ARTICLE III

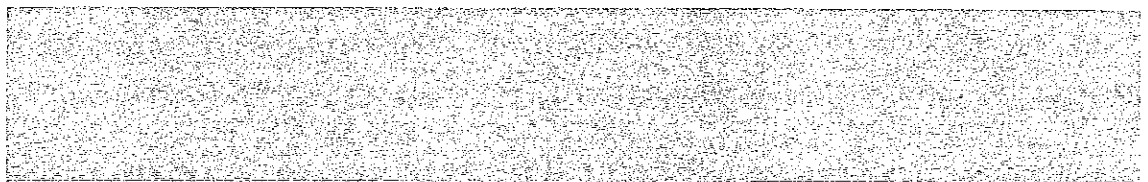
Section 1 - Executive Officers:

The officers of the Royal Palm Improvement Association, Inc., shall be a president, as many vice-presidents as the Board shall designate, a secretary and treasurer and such other assistants as the Board of Governors may deem necessary, each of whom shall be a regular member except the secretary and the aforesaid assistants need not be members of the corporation. Officers shall hold office for one (1) year or until their successors are elected or appointed and have qualified. The said executive officers shall be elected by the Board of Governors. They shall take office immediately after the election. The president and vice-president shall be members of the Board of Governors. The members of the Board of Governors who shall serve for the ensuing term shall elect the officers at a meeting to be called by the president and to be held within thirty (30) days after the fixed date for the election of the Board of Governors.

Section 2 - Duties of the President:

The duties of the president shall be to preside at all meetings of the members of the Board of Governors and to do all things and perform all acts incident to the office of president of the Corporation. He shall appoint all members of all standing committees. Such appointments, however, shall be subject to the confirmation of the Board of Governors. He shall appoint all special committees. He shall have the power to remove any member of any standing committee. Such removal, however, shall be subject to the confirmation of the Board of Governors. He shall have power to remove any member of any special committee. He shall be an ex-officio member of all committees.

The retiring president of the Corporation shall serve as an advisor for the Board of Governors for the year following his term as president if he is not a member of the Board of Governors during such year.



Section 3 - Duties of Vice- Presidents:

It shall be the duty of the first vice-president to perform the duties of the president, due to the absence, illness or disability of the president.

It shall be the duty of the second vice-president to perform the duties of the president due to absence, illness or disability of the president and the first vice-president.

Section 4:

(a) Duties of Secretary:

The duties of the secretary shall be to keep the books provided for that purpose and accurate minutes of all meetings and proceedings of the members of the Board of Governors; to keep a register of the names and addresses of all members of the Corporation and such facts as it may be found desirable to record therein, and to perform such other duties as the Board of Governors may direct.

(b) Duties of the Assistant Secretary:

The Assistant Secretary shall work under the supervision and direction of the Secretary and shall perform the duties of the Secretary delegated to him. In the absence, illness or disability of the Secretary, the Assistant Secretary shall have the rights, authority and obligations and shall perform all duties of the office of Secretary of the corporation.

Section 5 – Duties of the Treasurer

The duties of the treasurer shall be to collect all monies as he maybe directed to collect from the members by the Board of Governors from time to time and to receipt therefor and to deposit the same in such bank or banks as the Board of Governors may direct; to pay all bills and properly audit the same as the Board of Governors may direct; to make a report of all receipts and disbursements, together with all properties and monies on hand, to the Corporation at its annual meeting and to the Board of Governors when required by it; to perform such other duties as the Board of Governors may direct, and, in general, to perform all duties usually incident to the office of treasurer of the Corporation. All disbursements on behalf of the Corporation shall be by check unless otherwise ordered by the Board of Governors. All checks shall be signed by such persons as may be authorized and designated from time to time by resolution of the Board of Governors. In the absence, illness or disability of the Treasurer, the duties of the Treasurer shall be performed by an officer designated by the Board of Governors.

A surety bond shall be purchased by the Corporation covering the faithful performance of the duties of all officers who have charge of handling Corporation funds, such bond to include the treasurer, secretary or any other officers entrusted with the funds of the Corporation.

ARTICLE IV

Section 1 - Board of Governors:

The affairs of the corporation shall be managed by a Board of Governors which shall have all the powers and authority of a Board of Directors, and which shall consist of not less than three (3) nor more than nine (9) members. Each member of the Board

of Governors, who must be a Regular member or spouse of a Regular member of the Association, shall be elected for a one, two or three year term (as described in Section 2 of this Article IV) or until his successor is duly elected or appointed, and shall have qualified, provided that any member of the Board of Governors may be removed from office upon the affirmative vote of a majority of the Regular members present at a meeting called for that purpose. The first meeting of the Board of Governors shall be held within thirty (30) days after the adjournment of the annual meeting. The Board of Governors shall meet as the said Board shall determine. Special meetings of the Board may be called by the President, or in his absence, the Vice-President or on the call of a majority of the Board of Governors. At least 5 days notice specifying the purpose, time, place and date of a special meeting of the Board of Governors shall be mailed to each member of the Board. Vacancies occurring on the Board of Governors shall be filled within thirty (30) days by the remainder of the Board for the balance of the unexpired term of the office vacant. A majority of the Board of Governors shall constitute a quorum at meetings of the Board. A majority vote of a quorum of the Board present and acting shall determine all matters before the Board. A member of the Board may waive notice of a meeting before, at, or after the meeting. ~~A person shall be eligible to be elected to the Board of Governors only if a period of one (1) year has elapsed since he or she last served on the Board after having been duly elected by the membership; it being intended that anyone appointed to fill an unexpired term may stand for election to a full term immediately after serving such unexpired term.~~

Section 2 - Nominations and Elections:

"Elections of members of the Board of Governors shall be held on the third Monday of March of each year, commencing in the year 1996. The term of the Governors whose term would have expired in October, 1996 shall be extended until the Annual Meeting in 1996. The terms of the Governors whose terms would have expired in October 1997 shall be extended until the Annual Meeting in 1997. The terms of the Governors whose terms would have expired in October 1998 shall be extended until the Annual Meeting in 1998. In 1996 three new Governors shall be elected for a term of three years to fill vacancies created by the expiration of the term of the three Governors of the class of 1993. Each year thereafter, three (3) members of the Board shall be elected for a term of three (3) years."

A nominating committee shall be appointed by the President with the approval of the Board of Governors not less than forty (40) days prior to the date of the annual membership meeting. At least twenty-five (25) days prior to the annual meeting date, the nominating committee shall submit to the Board of Governors, the names of regular members for election to the Board of Governors in a number equal to the number to be elected. The nominations shall be posted in the office of the corporation or otherwise prominently displayed in the Royal Palm Yacht and Country Club Subdivision, as prescribed by the Board of Governors. Additional names of regular members may be placed in nomination by petition in writing addressed to the Secretary of the corporation and signed by ten (10) regular members in good standing and delivered to the Secretary at least fifteen (15) days prior to the annual meeting date. Upon receipt of such nominations, the Secretary shall post them with the names submitted by the nominating committee. The Secretary shall cause all nominations to be printed alphabetically on a ballot form. At least twelve (12) days prior to the annual election, the Secretary shall mail one (1) such ballot form to each regular member at the last address of such member shown by the books of the corporation. Each regular member may cast one (1) vote for as many nominees as

there are vacancies on the Board of Governors. Such ballot shall be mailed to the office of the corporation so as to arrive on the day prior to the date of the annual election. Ballots also may be personally deposited up to 8:00 p.m. of the day of the election, in ballot boxes to be provided by the corporation. Election supervisors shall be appointed by the President with the approval of the Board of Governors prior to the date of such election. A nominee shall not be an election supervisor. The election supervisors shall take charge of and supervise the ballot boxes and the counting of all ballots received. Upon completion of the tabulation of ballots cast, the results thereof including total number of votes cast, number of ballots invalidated, and number of votes cast for each candidate, shall be certified by the election supervisors and made a part of the minutes of the annual membership meeting.

Section 3 - Meetings:

All meetings of the Corporation shall be held in the State of Florida at a time and place designated by the President of the Board of Governors, unless otherwise provided in these By-Laws.

"Annual membership meetings shall be held on the third Monday of March of each year beginning in the year 1996. For every annual meeting subsequent hereto, the Secretary shall give at least thirty (30) days notice of the time, place and date of each annual membership meeting to each Regular Member of the Corporation. It shall not be necessary for the Secretary to give thirty (30) days notice of time, place and date of the annual meeting to be held on the third Monday of March, 1996. The Secretary shall give at least fifteen (15) days notice to each Regular Member of the Corporation of the time, place, date and purpose of each special membership meeting. Fifteen percent (15%) of the total regular membership present in person or by proxy shall constitute a quorum at a membership meeting."

Section 4 - Powers of the Board of Governors:

The Board of Governors shall have control and jurisdiction of the physical properties and facilities of the corporation, either presently owned or later to be acquired. It shall have jurisdiction over the manner in which these properties and facilities will be used or operated. Said Board of Governors shall be responsible for providing for the expansion and improvement of such facilities in order that they may be adequate for the present as well as the future membership. The Board of Governors shall take action and conduct hearings on charges made against members of the Corporation or default in the payments called for under the By-Laws or for misconduct, and it will determine the penalty therefor. Said Board of Governors shall hold hearings on any charges brought against any member, and if the nature of the offense, in the opinion of the majority of the Board of Governors present at a meeting, warrants the same, the Board of Governors may upon affirmative vote of the majority of the said Board of Governors present at any such meeting, suspend such member from all the privileges of the Corporation or may expel such member from further membership in the Corporation. A member may be suspended or expelled from the Corporation for cause without prior written notice, but an opportunity shall be given him to be heard personally before the Board of Governors in his defense within thirty (30) days from the date of such action.

The Board of Governors shall promulgate rules and regulations governing the use of the property of the Corporation, provided, however, that such rules established from time to time shall be for the express purpose of always keeping the property a highly

desirable and exclusive recreational and residential section for the residents of Royal Palm Yacht and Country Club Subdivision.

The Board of Governors shall have the right and shall exercise the power of levying assessments for any purpose provided by these By-Laws. Statements indicating the date the assessment is due shall be mailed to the addresses of said members as the same appears on the corporate records. If a duly made assessment is not paid when due, the Corporation may bring such legal recourse against the member, which it deems best to collect the delinquency plus such interest from the date of delinquency as may be determined by the Board of Governors. In the event such legal action is taken, the member shall agree to reimburse the Corporation for reasonable attorney's fees.

The Royal Palm Improvement Association, Inc., shall have a lien on the real property of its members located in the Royal Palm Yacht and Country Club Subdivision to secure payment of all assessments and maintenance charges due and to become due, and the regular members who are record owners of said lots shall be personally liable for the payment of said assessment and maintenance charges.

On demand Royal Palm Improvement Association, Inc., shall furnish to any regular member in good standing, a certificate showing the unpaid assessment or maintenance charges against any lot or lots. The Royal Palm Improvement Association, Inc., may in its discretion subordinate in writing for limited periods of time the lien of the Corporation against any lot or lots for the benefit or better security of a mortgagee.

It is a condition of the conveyance to all Regular Members of Property in the Royal Palm Yacht and Country Club Subdivision that such grantees shall become Regular Members of Royal Palm Improvement Association, Inc., and as such regular-members are familiar with and agree to abide by the rules and regulations and restrictions and objectives of said Corporation, and it is a further condition of the estate conveyed that the grantee shall not give, convey or in anywise transfer the property conveyed to any person not at the time of such transfer, gift or conveyance a Regular Member of the Corporation, it being expressly understood and agreed that a similar condition will be made by the Subdivider in all other conveyances of similar property in the Royal Palm Yacht and Country Club Subdivision, the purpose of this being to insure to the grantee and all other members of the Royal Palm Improvement Association, Inc., and to the Corporation itself that the Corporation property and other property in said subdivision shall be occupied by a colony of congenial persons, and for the further purposes of benefiting lands in Royal Palm Yacht and Country Club Subdivision. The members hereto agree, as a condition of accepting membership in the Royal Palm Improvement Association, Inc., that the Corporation has the right to institute against said member causes of action, either by injunction or at law, to enforce the deed restrictions on properties located in the Royal Palm Yacht and Country Club Subdivision, and said members do further grant to the Royal Palm Improvement Association, Inc., the right to proceed for the enforcement of such deed restrictions and the uniform maintenance of the properties and the right to approve the architectural design and the construction of any residence in said subdivision. The Board of Governors shall be vested with the power to enforce said deed restrictions and to appoint architectural committee or committees to pass upon the architectural design and construction of residences in Royal Palm Yacht and Country Club Subdivision, and shall have the power and authority to require the

members of the Corporation to uniformly maintain their properties located in said subdivision in such manner. Among those powers specifically entrusted to said Board of Governors is the right to require the members to maintain their properties in the said subdivision and to keep their lawns and shrubbery trimmed and neat and to remove all objectionable debris or material that may be located thereon; that in addition thereto, they shall have the right to require that all garage doors which face upon the streets shall remain closed except as shall be necessary to be open to permit ingress or egress. In addition, the Board of Governors shall have the right and the power to adopt uniform rules and regulations relating to the construction of improvements on any lots in the subdivision in order to minimize the construction nuisance to the subdivision. The Board of Governors shall have the right to enforce any duly adopted rules and regulations regarding construction of improvements and may be assisted in such enforcement by the Architectural Committee to the extent so provided in these By-Laws. The Board of Governors shall have the right to assess a special maintenance fee against any individual member who fails to comply with the rules and regulations regarding construction of improvements adopted by the Board of Governors pursuant to this paragraph.

All such powers entrusted to the Board are for the purpose of preserving the beauty, restrictions and desirability of the aforesaid Subdivision as an exclusive residential and recreational development.

The Corporation shall have all powers and rights to indemnify members of the Board of Governors and each officer of the Board of Governors as authorized in Florida Statutes and Delaware Statutes as said statutes currently exist and as they may be amended or modified from time to time, and in addition, the Corporation shall indemnify and hold all Board of Governor members harmless from any and all liability (including costs and attorney's fees) arising out of a Board member's actions taken in connection with the discharge of the Board of Governors' duties as set forth in this Article. The Corporation shall obtain, at its sole cost and expense, liability insurance in an amount designated by the Board of Governors in favor of each member of the Board of Governors and each officer of the Corporation.

Section 5 - Powers of the Board of Governors:

The Board of Governors shall have the right to fix assessment or maintenance fees and the same shall constitute the maintenance funds to be used as follows:

- (a) For the enforcement of all deed restrictions in said subdivision;
- (b) For operating and maintaining any storm drains now or hereafter constructed in said subdivision, that are not, or will not, be under the direct supervision of the city or county;
- (c) For the maintenance of parkways;
- (d) For the employment of gatemen, policemen and watchmen;
- (e) For the collection of rubbish and debris and to eliminate fire hazards;
- (f) For doing any other things necessary or desirable, in the opinion of the Board of Governors, to keep the property neat and in good order.
- (g) For the general welfare of the owners and occupants of the lands included in said subdivision.

Section 6 - Committees:

The Board of Governors shall have the power or may delegate to the president the power to appoint and fix the authority and duties of such standing committees and such other committees as may from time to time be considered necessary and advantageous, but no member shall be appointed to a committee for a term continuing beyond the next election of the Board of Governors.

ARTICLE V

Section I - Corporation Property:

Title to all Corporation property shall be held in the name of the Corporation, and any conveyance of property shall be made in the name of the Corporation by the president and attested by the secretary, or in the absence of these officers by those delegated to perform their duties as elsewhere in these By-Laws provided.

ARTICLE VI

Section I - Assessments and Maintenance Fees:

All assessments shall be uniform as against all Regular Members where the purpose of the assessment is for the accomplishment of the general welfare of the Association. Where, however, a member shall fail to maintain his or her property, as provided by these By-Laws and as fixed by the Board of Governors, the said Board of Governors may assess a special maintenance fee against said member for the specific purpose of paying the expense of said maintenance of said member's property.

ARTICLE VII

Section I - Order of Business:

- At all meetings of the members, the order of business shall be as follows:
- (a) Reading of the minutes of the previous meetings and action thereon.
 - (b) Report of the Board of Governors (annually only).
 - (c) Financial report or statement.
 - (d) Report from officers and committee chairmen.
 - (e) Unfinished business.
 - (f) Election returns (annually only).
 - (g) New or miscellaneous business.

ARTICLE VIII

Section I - Committees:

The standing committees shall be as follows:
Executive
Membership
Finance
Architectural
By-Laws
Security
Environmental
Public Affairs

Section 2 - Executive Committee:

The Executive Committee shall consist of the president, the vice-president and one other member and shall meet at the call of the president or vice-president. Said committee shall have the authority to transact all the ordinary business of the Corporation subject to the ratification of the Board of Governors and such special business of the Corporation when specifically authorized in advance.

Section 3 - Finance Committee:

The Finance Committee shall consist of three (3) members, the chairman of which shall be a member of the Board of Governors, and shall have such duties as may be assigned to it by the Board of Governors.

Section 4 - Membership Committee:

The Membership Committee shall be composed of not less than three (3) members, the chairman of which shall be a member of the Board of Governors. The Membership Committee shall designate its own time and place of meeting.

The committee shall receive, consider and treat confidentially all communications in reference to the persons proposed for membership. They shall make careful examination of their qualifications.

The committee shall pass upon each name separately, and a majority negative vote shall be a rejection of the candidate.

All the proceedings of this committee shall be secret and confidential.

The committee shall report through the president or the secretary at each regular meeting of the Board of Governors, the status of applications held by the committee, and shall report the names of all applicants upon whom they have acted favorably. After approval by the Board of Governors, the applicant's membership shall become final upon said applicant becoming a purchaser in fee simple of a lot or lots in Royal Palm Yacht and Country Club Subdivision, or may become a Special Member upon applicant becoming the lessee of a residence located in Royal Palm Yacht and Country Club Subdivision owned by a Regular Member.

The member sponsors of an applicant for membership rejected by the Membership Committee may, upon written request, obtain the privilege of bringing the rejected application before the Board of Governors for reconsideration and, upon an affirmative vote of a two-thirds majority of said Board present, the application shall stand approved.

Section 5 - Architectural Committee:

Under deed restrictions imposed by the subdivider, the owner of every lot by accepting title thereto or by taking possession thereof, agrees that buildings or other structures shall not be placed upon such lot unless or until plans and specifications and the plot plan have been approved in writing by the subdivider, its successors or assigns.

The Architectural Committee shall undertake to see that the improvements located on said lots comply with the general requirements of said deed restrictions, and to further

undertake to require the development of the lands in the subdivision as a residential area of high standards, and the members of this Corporation, as a condition of the acceptance of membership, agree that no building or other structure shall be placed upon such lots until such plans and specifications have been approved by the Architectural Committee of the Corporation. Refusal of an approval of plans and specifications by said Architectural Committee may be based on any grounds, including purely esthetic conditions, which in the sole and uncontrolled discretion of the Architectural Committee shall seem sufficient. Said committee shall likewise have control over the location of buildings, walls, seawalls, fences, boathouses, hedges, garages.

The Architectural Committee shall also undertake to see that the construction of all improvements on lots shall be performed in a manner consistent with the rules and regulations adopted by the Board of Governors relating to construction on the lots in order to minimize the construction nuisance to the subdivision. Such rules and regulations relating to construction on the lots shall be provided to members at the time the approval of plans and specifications is given. The Architectural Committee shall advise the Board of Governors of any construction activity which does not comply with the rules and regulations adopted by the Board of Governors.

The Architectural Committee shall work jointly with the Environmental Committee in the enforcement of deed restrictions as well as the enforcement of the obligations of the membership.

If the Architectural Committee shall fail to approve or disapprove of plans and specifications submitted to it by the member within thirty (30) days after written request therefor, then such approval shall not be required.

Section 6 - Security Committee:

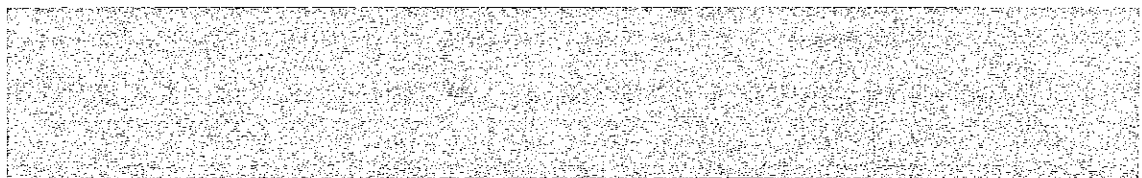
The Security Committee shall be composed of not less than three (3) members, the chairman of which shall be a member of the Board of Governors. The Security Committee shall designate its own time and place of meeting. This committee shall address itself to issues concerning the protection of properties and advancement of civil welfare in and about the Royal Palm Yacht and Country Club community. The Security Committee shall be responsible for monitoring and evaluating the Association's security force as to the security force's composition, remuneration, training, operation and effectiveness. The committee shall report through the President or the Secretary from time to time at meetings of the Board of Governors.

Section 7 - Environmental Committee:

The Environmental Committee shall be composed of not less than three (3) members, the chairman of which shall be a member of the Board of Governors. The Environmental Committee shall designate its own time and place of meeting. This committee shall work jointly with the Architectural Committee to insure that the environmental standards of the properties of the members and common grounds are properly maintained through periodic inspection. The Environmental Committee shall report through the President or the Secretary from time to time at meetings of the Board of Governors.

Section 8 - Public Affairs Committee:

The Public Affairs Committee shall be composed of not less than three (3) members,



the chairman of which shall be a member of the Board of Governors. The Public Affairs Committee shall designate its own time and place of meeting. This committee shall represent the ROYAL PALM IMPROVEMENT ASSOCIATION, INC. in its interrelationships with the community at large and with various local, county, and state governmental authorities which may have contact with the Corporation. The Public Affairs Committee shall report through the President or the Secretary from time to time at meetings of the Board of Governors.

Section 9 - All other Committees:

The duties and membership of all other committees shall be designated by the President and the Board of Governors from time to time.

ARTICLE IX

Section 1 - Loss of Property:

The Corporation shall not be liable nor responsible for the destruction or loss of or damage to the property of any member or visitor or any other person.

ARTICLE X

Fiscal year of the Corporation shall begin on the 1st day of July and terminate on the 30th day of June of each year.

ARTICLE XI

Section 1 - General Rules:

The Board of Governors shall have the full power and authority to interpret these By-Laws and its decision on all questions shall be final, binding and conclusive.

ARTICLE XII

Section 1 - Corporate Seal:

The Corporate seal shall be engraved with the following: Royal Palm Improvement Association, Inc., 1959.

It shall remain in the custody of the secretary and shall be affixed to all certificates of membership requiring a corporate seal for complete execution. An impression thereof is directed to be affixed to these By-Laws. Said Board of Governors may adopt such other and further implements or seals or coat-of-arms as it may see fit.

ARTICLE XIII

Section 1 - Amendments:

These By-Laws may be repealed, altered, amended or added to by the affirmative vote of a majority of the members voting at any annual membership meeting or at any special meeting of the members, provided that any proposed amendment, repeal, alteration or addition to the said By-Laws be submitted in writing to the members of the Association at least thirty (30) days prior to any such meeting.

ARTICLE XIV

Language Neutrality:

"Whenever the context so requires, words used in the singular shall be construed to mean or include the plural and vice versa, and pronouns of any gender shall be construed to mean or include any other gender or genders."