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ORB 6900 Pg 1151

**AMENDED AND RESTATED
 DECLARATION
 OF
 COVENANTS, CONDITIONS AND RESTRICTIONS
 FOR
 HANOVER SQUARE**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS is made as of this 23rd day of January, 1991, by HOOKER HOMES, INC., a Georgia corporation ("Developer"), joined by HANOVER SQUARE HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not-for-profit (the "Association"), and RICHARD DAVISON, as Trustee under a Florida land trust known as "Land Trust B" ("Davison").

W I T N E S S E T H:

WHEREAS, Hanover Square Associates, a Florida general partnership, caused plats of Hanover Square and Hanover Square First Addition to be filed, respectively, in Plat Book 48 at Page 192 (the "Hanover Square Plat") and in Plat Book 53 at Page 198 (the "First Addition Plat") of the Public Records of Palm Beach County, Florida; and

WHEREAS, Hanover Square Associates as "developer" joined by the Association, caused to be filed in the Public Records of Palm Beach County, Florida, at Official Records Book 4484, Page 84 et seq., a "Declaration of Covenants and Restrictions" for the land comprising both the Hanover Square Plat and the First Addition Plat (the "Original Declaration"); and

WHEREAS, Hanover Square Associates transferred title to certain undeveloped lots in the Hanover Square Plat and the First Addition Plat to Developer and transferred title to certain other undeveloped lots therein to Davison; and

WHEREAS, Hanover Square Associates assigned to Developer its rights and obligations as developer under the Original Declaration and any rights and obligations it may have as Developer hereunder, subject to the terms and conditions of the instrument of assignment from Hanover Square Associates to Developer; and

WHEREAS, Developer, the Association, and Davison subsequently joined in the replat of the First Addition Plat as "Windy Creek," according to the Plat thereof as recorded in Plat Book 64 at Page 39 of the Public Records of Palm Beach County, Florida (the "Windy Creek Plat"); and

WHEREAS, the property shown on the Hanover Square Plat is referred to as "Hanover Square" and the property shown on the Windy Creek Plat is referred to as "Windy Creek"; and

WHEREAS, Developer, the Association, and Davison each wish to amend and restate the Original Declaration by the present instrument (this "Declaration"), such that this Declaration, rather than the Original Declaration, is the document which controls the development of Hanover Square and such that neither this Declaration nor the Original Declaration applies to Windy Creek; and

WHEREAS, Developer, the Association, and Davison each wish to affirm the intention that Hanover Square be developed as a planned community of single-family, detached, zero-lot line residential dwellings; and

WHEREAS, Developer, the Association, and Davison each wish to affirm the intention that Windy Creek and Hanover Square be governed by the Association after Windy Creek has been fully developed, as set forth in this instrument and in the Declaration of Covenants and Restrictions of Windy Creek of even date herewith; and

WHEREAS, it is necessary, in order to develop and maintain Hanover Square as a planned residential community and to preserve its values and amenities, to declare that Hanover Square is and shall be held, transferred, sold, conveyed, demised and occupied subject to certain covenants, restrictions, reservations, regulations, easements and liens and to delegate and assign to the Association certain powers and duties of ownership, management, operation, administration, maintenance and enforcement, as set forth in this Declaration;

NOW, THEREFORE, in consideration of the premises, mutual covenants and undertakings contained herein, Developer, joined by the Association and Davison, hereby declares that Hanover Square is and shall be held, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, reservations, regulations, easements and liens hereinafter set forth in this Amended and Restated Declaration of Covenants and Restrictions of Hanover Square and further declares that Hanover Square, shall be held, sold, conveyed, leased, mortgaged, and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, liens, and charges set forth herein, all of which are created in the best interest of the owners and residents of Hanover Square, and which shall run with Hanover Square and shall be binding upon all persons having and/or acquiring any right, title or interest in the Hanover Square or any portion thereof, and shall inure to the benefit of each and every person, from time to time, owning or holding an interest in the Hanover Square, or any portion thereof.

ARTICLE I

Definitions

Section 1.01. "Association" shall mean and refer to HANOVER SQUARE HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit, its successors and assigns.

Section 1.02. "Common Areas" shall mean and refer to all entry features, walls, areas of common access and medians, landscaping strips along roadways, and roadways and any other areas located in Hanover Square which are not a part of any Lot.

Section 1.03. "Davison" shall mean and refer to Richard Davison, as Trustee under a Florida land trust known as Land Trust B, his successors and assigns, if such successors or assigns should acquire more than one Lot from Davison for the purpose of development. Richard Davison, as Trustee under Land Trust B shall at all times have the right to assign his interest herein, in whole or in part, to any successor or successors or nominee or nominees.

Section 1.04. "Developer" shall mean and refer to HOOKER HOMES, INC., its successors and assigns, if such successors or assigns should acquire more than one Lot from the Developer for the purpose of development. HOOKER HOMES, INC., shall at all times have the right to assign its interest herein, in whole or in part, to any successor or successors or nominee or nominees.

Section 1.05. "Lot" shall mean and refer to any lot on which a dwelling unit may be constructed, designated as such on the Plat of Hanover Square recorded in the Public Records of Palm Beach County, Florida, and any lot shown upon any resubdivision of any plat of the Properties or any portion thereof.

Section 1.06. "Member" shall mean and refer to each Owner in his or her role as member of the Association.

Section 1.07. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.08. The "Properties" shall mean and refer to the real property described in Exhibit "A" hereto and any additions thereto as may hereafter be brought within the jurisdiction of the Association.

ARTICLE II

PROPERTY RIGHTS

Section 2.01. Title to Common Areas. The Common Areas are hereby dedicated to the joint and several use, in common, of the Owners of all Lots that may from time to time constitute part of the Properties.

The Association is and shall be responsible for the maintenance of the Common Areas in a continuous and satisfactory manner and for the payment of taxes assessed against the Common Areas and any improvements and any personal property belonging to the Association. The Association shall also be responsible for the maintenance, repair, and replacement of property belonging to it.

Developer and Davison shall have the right from time to time to enter upon the Common Areas during periods of construction upon the Properties. Developer and Davison shall have the right to use the Common Areas for sales, displays and signs during the period of construction and sale of the Lots and of lots in Windy Creek.

Section 2.02. Members' Easements of Enjoyment. Each Member of the Association, each family member residing with such Member, and each tenant, agent, guest, licensee and invitee of such Member shall have a permanent and perpetual easement for the use of all Common Areas in common with all other Members of the Association, their family members, tenants, agents, guests, licensees, and invitees. Each Member, each family member residing with such Member, and each tenant, agent, guest, licensee, and invitee of such Member shall have a permanent and perpetual easement for ingress and egress for pedestrian and vehicular traffic over and across the walkways and driveways from time to time laid out on the Common Areas, for use in common with all other Members, their family members, tenants, agents, guests, licensees and invitees. The portion of the Common Areas not used, from time to time, for walkways and/or driveways shall be for the common use and enjoyment of the Members of the Association and each Member shall have a permanent and perpetual easement for pedestrian traffic across all such portion of such tracts and for the use of same as common open space in such manner as may be regulated by the Association. The foregoing rights and easements shall be appurtenant to and shall pass with the title to every Lot, and shall be subject to the following:

- (a) The right of the Association to take such steps as are reasonably necessary to protect the Common Areas against foreclosure;

(b) The right and duty of the Association to levy assessments against each Lot in compliance with the provisions of this Declaration and with any restrictions of any plat of all or part of the Properties;

(c) All provisions of this Declaration and of any plat of all or any part or parts of the Properties;

(d) Rules and Regulations adopted by the Association governing use and enjoyment of the Common Areas;

(e) The right of the Association to suspend an Owner's voting rights and right to use the Common Areas for any period during which any assessment against his Lot remains unpaid;

(f) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, utility, or Owner for such purposes and subject to such conditions as may be agreed to by the members and applicable government authorities; provided that no such dedication or transfer shall be effective unless an instrument is signed by the appropriate officers of the Association certifying that a special or regular meeting of Members was called for such purpose, of which thirty (30) days' prior written notice was sent to each Member, that a quorum was present at such meeting, and that the vote of two-thirds (2/3) of the members present, either in person or by proxy, was obtained agreeing to such dedication or transfer; and

(g) The right of the Association to mortgage all or any part of the Common Areas for such purposes and subject to such conditions as may be agreed to by the Members; provided that no such encumbrance shall be effective unless an instrument is signed by the appropriate officers of the Association certifying that a special or regular meeting of Members was called for such purpose, of which thirty (30) days' prior written notice was sent to each Member, that a quorum was present at such meeting, and that the vote of two-thirds (2/3) of the Members present, either in person or by proxy, was obtained agreeing to such encumbrance, and further provided that the funds received from such mortgage be used for the improvement, repair, or replacement of the Common Areas and the improvements thereon.

Developer has the right to grant such further easements over, across, under, through and upon the Common Areas as may be necessary or convenient to provide (i) ingress and egress for persons and vehicles, (ii) power, electricity, telephone, cable television, gas, water, drainage and other utility facilities,

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irrigation, television transmission facilities, security services and garbage waste removal, and (iii) for the repair and maintenance of the equipment necessary to provide such services.

Section 2.03 Easements to Windy Creek Owners, Developer, and Davison. Each owner of a lot in Windy Creek, as shown on the Windy Creek Plat, each family member residing with such owner, and each tenant, agent, guest, licensee, and invitee of such owner shall have a permanent, non-exclusive, and perpetual easement for the use of all Common Areas. Each owner of a lot in Windy Creek, each family member residing with such owner, and each tenant, agent, guest, licensee, and invitee of such owner shall have a permanent, non-exclusive, and perpetual easement for ingress and egress for pedestrian and vehicular traffic across and over the walkways and driveways from time to time laid out on the Common Areas. So long as Developer or Davison own any lot in Windy Creek, each of them shall be considered an owner of a lot in Windy Creek for the purposes of this Section 2.03.

Section 2.04. Easements Appurtenant. The easements provided in Sections 2.02 and 2.03 shall be appurtenant to and shall pass with the title to each Lot and to each lot in Windy Creek.

Section 2.05. Public Easements. Fire, police, health, sanitation and other public service personnel and vehicles shall have a permanent and perpetual nonexclusive easement for ingress and egress over and across the Common Areas.

Section 2.06. Developer's Construction and Sales Activities. In addition to the property rights granted in this Declaration to Developer, as Owner or otherwise, Developer has the right to enter upon the Properties at any time and in any way reasonably necessary to allow Developer to construct or sell, or promote, the sale or rental of Lots or improvements in Hanover Square or in Windy Creek or to carry out any responsibility of Developer to Owners in Hanover Square or Windy Creek, including but not limited to the right to use the street in front of any model areas designated by the Common Areas for location of Developer's sales center, to maintain and show model homes, to have employees in the office, and to use the Common Areas for sales activities. Notwithstanding any other provision in this Declaration, Developer is irrevocably empowered to sell, lease or rent Lots on any terms to any purchasers or lessees for as long as it owns any Lot. Davison shall have the same rights as Developer under this Section 2.06.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 3.01. Membership. All persons or entities who are Owners of Lots shall be Members of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. Each Member shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE IV

MAINTENANCE AND INSURANCE

Section 4.01. Responsibility for Maintenance. The responsibility for the maintenance of the Properties is divided between the Association and the Owners. Maintenance of each Lot is the responsibility of its Owner; provided, however, that the Association may assume, by a vote of its Board of Directors, the responsibility for the regular mowing of front lawns on Lots and the maintenance of sprinkler systems located in such areas. The maintenance of the Common Areas, including but not limited to the roads, is the responsibility of the Association.

The Board of Directors of the Association has the right to require the Members to maintain their Lots in a manner befitting the standards of Hanover Square; and this responsibility of each Member, unless otherwise assumed by the Association in accordance with the terms of this Declaration, shall include the Member's obligation to maintain the shrubbery in a neat and trimmed manner, and to remove all objectional debris or material as may be located on the Lot.

Section 4.02. Maintenance of Common Areas. The Association shall at all times maintain the Common Areas in good condition and repair.

Section 4.03. Exterior Maintenance. The Association shall not have exterior maintenance responsibilities, periodic or otherwise, for Lots, except as specifically noted in Section 4.01. In the event an Owner of any Lot in the Properties shall fail to maintain his home and his Lot in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors and reasonable notice to the Owner in question, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and the exterior of the building

and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

For the sole purpose of performing the exterior maintenance authorized by this Section 4.03, the Association, through its duly authorized agents, employees or independent contractors, shall have the right, after reasonable notice to any Owner, to enter upon any Lot at reasonable hours of any day except Sunday.

In the event of any emergency, the Association, through its duly authorized agents, employees, or independent contractors, shall have a right of entry without notice and on any day, including Sunday. Each Owner hereby grants to the Association, its duly authorized agents, employees or independent contractors such easements for ingress and egress, across the Lots and through improvements constructed upon the Lots, as may be reasonably necessary to effect and perform the aforementioned exterior maintenance and to respond to any emergency.

In addition, the owner of any adjoining property (not within the Properties) may grant the Association, its duly authorized agents, employees or independent contractors, such easements for ingress and egress across its properties to effect and perform the aforementioned exterior maintenance. In such event, the Association shall indemnify the adjoining property owner for any damage or injury to the adjoining property owner's easement areas caused by the use thereof for access to perform exterior maintenance.

Section 4.04. Insurance. Property and casualty insurance on the Common Areas shall be maintained through the Association, to the extent deemed necessary by the Board. All damaged property shall be repaired and restored to the original condition using the proceeds of the insurance and, if the insurance proceeds are inadequate to cover the costs of such repair and restoration, through special assessments. In the event that the insurance proceeds shall be greater than the amount required to repair and restore the damage, the excess shall be deposited with the Association for the operation of the Association and/or maintenance of the Properties.

The Association may also purchase such other insurance as it may deem necessary on the Common Areas and for purposes of properly operating the Association. The Association may purchase liability insurance covering the Association's directors and officers.

The premiums of all insurance policies purchased by the Association shall be deemed to be general expenses for the Association and shall be paid by the Members through the periodic Assessments against each Lot.

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Section 4.05. Utility Services. The Association may contract with public or private utility companies for purposes of supplying utility services to the Properties and may assess the costs and expenses charged by such utility companies as part of the Assessments or as a special assessment.

ARTICLE V

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 5.01. Creation of the Lien and Personal Obligation of Assessments. Developer, for each Lot within the Properties, hereby covenants (subject to the provisions of Sections 5.10 and 5.03 hereof), and each Member owning a Lot (including Davison for any Lots he may own in Hanover Square), by acceptance of a deed therefor, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association annual assessments or charges for the maintenance of the Common Areas as provided for herein, including such reasonable reserves as the Association may deem necessary, special assessments, and assessments for maintenance to be fixed, established and collected from time to time as provided herein. The annual, special and other assessments, together with such late fees thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each assessment, together with such late fees thereon and costs of collection thereof as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. All assessments, both regular and special, by the Association shall be against all Lots subject to its jurisdiction equally, except as otherwise provided in this Declaration. No Owner may waive or otherwise escape liability for the assessments for such maintenance by non-use of the Common Areas or abandonment of his right to use the Common Areas or otherwise.

Section 5.02. Purpose of Assessments. The annual and special assessments levied by the Association shall be used exclusively for the promotion of the health, safety and welfare of the Members of the Association and their families residing with them, their guests and tenants, and the families and guests of tenants; and for the improvement, maintenance, and insurance of the Common Areas; and for the payment of ad valorem taxes, in the event that Palm Beach County should levy and bill the Association directly.

Section 5.03. Rate of Assessment. In determining the rate at which regular and special assessments shall be fixed for a Lot, a Lot shall either:

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a) be assessed as an "Empty Lot," as defined; or

b) be assessed as a "Built Lot," as defined.

A Lot shall be considered an "Empty Lot" from and after the effective date of this Declaration to the later of (i) the date thirty (30) days following the date a certificate of occupancy is issued for a residence on such Lot and (ii) the date title to such Lot is transferred to a third party from either Davison or Developer. From and after such date, the Lot shall be a "Built Lot."

The Board of Directors of the Association shall determine an equitable division of any proposed assessment between the Empty Lots and the Built Lots and, in so doing, shall take into account the nature of the expenses for which the assessment is being charged. Each Empty Lot shall be assessed at the same rate as every other Empty Lot and each Built Lot shall be assessed at the same rate as every other Built Lot, except in the event the assessment in question is a special assessment levied against a certain Lot Owner under the terms of this Declaration.

Section 5.04. Date of Commencement of Assessments; Due Dates. The assessments provided for herein shall commence on the date or dates (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement. The due date of any assessment shall be fixed in the resolution authorizing such assessment. The assessments shall be payable in advance in one payment or in monthly or quarterly installments as determined by the Board from time to time.

Section 5.05. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the Assessment shall be sent to every Owner subject thereto not later than seven (7) days after fixing the date of commencement thereof.

The Association shall, upon demand, at any time furnish to any Owner liable for said assessment a certificate, in writing, signed by an Officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid.

Section 5.06. Effect of Non-Payment of Assessment; the Lien; Personal Obligation; Remedies of Association. If any assessment is not paid on the date when due, such assessment shall then become delinquent, and a late fee of \$25.00 per month for each month such payment is late shall be added to such assessment. If the assessment is not paid within thirty (30) days after the due date, the Board of Directors of the Association, at its discretion, may, upon five (5) days' notice, declare due and payable all assessments applicable to that Owner's Lot for the year in which the delinquency occurs. The assessment when due, the late fee when imposed, and the accelerated assessment for the year if and when such assessments are accelerated, shall become a continuing lien on the Lot in the hands of the Owner, his heirs, devisees, personal representatives, and assigns, and shall also be the continuing personal obligation of the Owner against whom the assessment was levied.

If the assessment is not paid within thirty (30) days after the due date, the Association may at any time thereafter (whether or not assessments for the year are accelerated) bring an action to foreclose the lien against the Lot in like manner to a foreclosure of a mortgage on real property and/or a suit on the personal obligation against the Owner. There shall be added to the amount of such assessment the Association's cost of preparing and filing the complaint in such action, all court costs, attorneys' fees and other legal costs, including attorneys' fees in connection with any appellate proceedings arising out of any suit for collection or enforcement. In the event a judgment is obtained, such judgment shall include interest on the assessment (including all costs as described in the preceding sentence) from the date such action is filed.

Section 5.07. Subordination of Lien to Mortgages. The lien securing payment of the assessments provided for in this Article in favor of the Association shall be a lien superior to all other liens, save and except for tax liens and first mortgage liens which are amortized in monthly or quarter-annual payments over a period of not less than ten (10) years and are not payable to parties related to the Owner of the Lot in question ("First Liens"). Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof concerning a First Lien shall extinguish the lien of such assessments as to the payments which become due prior to such sale or transfer; provided, however, that the personal obligation of the person who was owner prior to such transfer shall continue in full force and effect. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 5.08. Working Capital Contribution. At the time title to a Lot is transferred by either Developer or Davison to a third party who is not a Developer, then the new Member will pay to the Association a Working Capital Contribution equal to three (3) times the monthly assessment on a Lot at the time the Working Capital Contribution is made. The purpose of the Working Capital Contribution is to provide funds for prepaid expenditures. The Budget shall be so structured as to assure the replenishment of the Association's working capital during the course of each fiscal year. The Working Capital Contribution is in addition to the monthly assessment charged on a Lot.

Section 5.09. Collection of Assessments. The Association shall be responsible for the collection of the periodic assessments to the Association.

Section 5.10. Exempt Property. The Board of Directors of the Association shall have the right to exempt property subject to this Declaration from the assessments, charges, or liens created herein if such property is used (and so long as it is used) for any of the following purposes:

- (a) Any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;
- (b) All Common Areas;
- (c) All properties exempted from ad valorem taxation by the laws of the State of Florida, to the extent agreed to by the Association.

No land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens under this Section 5.10. Any owner of any property exempted under this Section 5.10 shall not have any membership rights with respect to the exempted property as long as the property is exempted, but shall otherwise be subject to the provisions of this Declaration.

ARTICLE VI

ARCHITECTURAL CONTROL

Section 6.01. Scope of Article VI. This Article shall apply to Owners other than Developer and Davison.

Section 6.02. Submission of Plans. No building, fence, wall, swimming pool, aerial, antenna, sewer, drain, disposal system, paving or other structure shall be commenced, erected, placed, or maintained upon any of the Properties, nor shall any

addition to any of the same, or change or alteration therein, be made until the plans, specifications, and location of same (hereinafter referred to as the "Plans") shall have been submitted to the Architectural Review Board (hereinafter referred to as "ARB") of the Association and approved in accordance with the procedure set out in Section 6.03. The ARB shall be a committee of the Board of Directors of the Association consisting of three members, one of whom shall be named by Developer and Davison so long as Developer or Davison owns any lot in Hanover Square or in Windy Creek and at least one of whom must be a Director of the Association other than Davison's nominee.

Section 6.03. Procedure.

(a) The Owner seeking approval must obtain approval of the Plans by the ARB in writing before making the addition, change, improvement or alteration. The failure of the ARB to render a written decision within sixty (60) days after the submission shall be deemed to be approval of the Plans.

(b) In the event the ARB disapproves the Plans within sixty (60) days after the submission, then the Owner seeking approval must use the following appeal procedure in seeking a reversal of such decision:

(i) The Owner seeking approval must make a written request within thirty (30) days after the ARB's written decision of disapproval to the Board of Directors of this Association.

(ii) A reversal by such Board of the ARB's written decision of disapproval or a failure of such Board to render a decision within forty (40) days after such written request is received by such Board (which shall be deemed to be an approval by such Board of the Owner's request) shall be dispositive of the issue with respect to the necessity of the ARB's approval.

(iii) In the event that such Board approves the ARB's decision of disapproval, then such Owner shall have the right, upon making a written request to the Secretary within the required time for notice of membership meetings, to have the matter placed upon the agenda for the next membership meeting to have the Board's decision reviewed by the membership of the Association.

(c) In the event the Owner seeking approval fails to meet any of the time requirements above for appeal, then the decision of disapproval shall be deemed final and dispositive of the issue and such Owner shall have no further right to have the matter considered.

Section 6.04. Criteria.

(a) The ARB shall adopt criteria from time to time for making decisions relating to approval or disapproval of additions, changes, improvements or alterations. Such criteria may be amended from time to time by the ARB. Each Lot Owner, his heirs, successors and assigns, (by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance) shall be bound by such criteria or any amendments or revisions thereof, notwithstanding the fact that such criteria, amendments or revisions are adopted after the Lot Owner purchases his Lot.

(b) Such criteria may include but shall not be limited to considerations as to size, style, color, conformity of design, location, relationship with surrounding structures, impact on neighboring Lots, aesthetic qualities, and quality of construction.

(c) It is intended that the ARB have flexibility in determining criteria based on the existing structures at the time the members of the ARB are sitting; provided, however, that no amendments or revisions of the criteria shall be applicable to a request for approval of an addition, change, improvement or alteration received by the ARB prior to the adoption of such amendment or revision.

Section 6.05. Compliance with Law. Even though an addition, change, improvement or alteration shall have been approved, it must also conform to the applicable laws and codes then in effect promulgated by Palm Beach County or its successor. It shall be the sole responsibility of the Owner seeking to make such addition, change, improvement, or alteration to determine such compliance.

ARTICLE VII

RULES, REGULATIONS AND RESTRICTIONS

Section 7.01. Rules and Regulations. Every Owner's use and enjoyment of his Lot and of the Common Areas shall be subject to such rules, regulations and restrictions as are adopted by the Board of Directors of the Association with respect to such use.

Section 7.02. Restrictions; Covenants Running with the Land. The agreements, covenants, and conditions set forth in the rules and regulations adopted by the Board of Directors shall constitute an easement and servitude in and upon the Properties and every part thereof, and they shall run with the land and shall inure to the benefit of and be enforceable by the Association and/or the Owner(s) and/or the Developer and/or Davison and failure to enforce any building restrictions, covenants, conditions, obligations, and reservations, rights, powers, or charge hereinbefore or hereinafter contained, however long continued, shall in no event be deemed a waiver of the right to enforce as aforesaid thereafter as to the same breach or violation occurring prior or subsequent thereto. Failure to enforce same shall not, however, give rise to any liability on the part of the Association with respect to parties aggrieved by such failure.

Section 7.03. Remedies for Violation. Violation or any breach of any condition, restriction or covenant set forth in said Rules and Regulations shall give the Association and/or Owner(s) and/or the Developer and/or Davison, in addition to all other remedies, the right to proceed at law or in equity to compel a compliance with the terms of said conditions, restrictions, or covenants, and to prevent the violations or breach of any of them, and the expense of such litigation shall be borne by the then Owner or Owners of the subject property, provided such proceeding results in a finding that such Owner was in violation of said restrictions. Expenses of litigation shall include reasonable attorneys' fees incurred by the Association in seeking such enforcement. The invalidation by any court of any of the restrictions herein contained shall in no way affect any other restrictions, but they shall remain in full force and effect.

Section 7.04. Transaction of Business by Developer. Notwithstanding any other provision in this Declaration, Developer is irrevocably empowered to sell, lease, or rent lots on any terms to any purchasers or lessees for as long as it owns any Lot in Hanover Square or any lot in Windy Creek. Developer shall have the right to transact any business necessary to consummate sales of said lots, including but not limited to the right to maintain model lots, have signs, have employees in the offices, use the Common Areas for sales, leasing, and marketing purposes, and show lots. Sales office signs and all items pertaining to sales shall not be considered property of the Association and shall remain the property of Developer. Davison shall have the same rights as Developer under this Section 7.04.

ARTICLE VIII

WINDY CREEK

Section 8.01. Acknowledgment. Each of the parties to this Declaration acknowledges that it is the intent of each of them that, at such time as neither Developer nor Davison shall own any lots in Windy Creek, Windy Creek shall be governed by the provisions of this Declaration and each owner of a lot in Windy Creek shall then become a Member of the Association. Each of the parties to this Declaration further acknowledges that Davison may elect to cause Windy Creek to be governed by the provisions of this Declaration at such earlier date as Davison may elect, as set forth in more detail in the Declaration of Covenants and Restrictions of Windy Creek.

Section 8.02. Common Expenses. Until such time as the owners of lots in Windy Creek shall have become Members of the Association, each such owner, including Developer and Davison, shall be responsible for a share of the common expenses of the Association. Such share of the common expenses shall be billed to and paid by the Windy Creek Homeowners' Association on a monthly or quarterly basis and shall be calculated as follows:

$$\frac{A + B}{111} \times 64 = C$$

where:

- A = the budgeted amounts in the Association's annual budget for the costs of those Common Areas used by owners of lots in Windy Creek, such as the entry way, the swimming pool and pool area, and the tennis court and playground area; and
- B = the budgeted amounts in the Association's annual budget for reserve accounts to be funded for the repair and replacement of those Common Areas; and
- C = if the payments are made on a monthly basis, then C = 12, and, if the payments are made on a quarterly basis, then C = 4.

Davison, Developer, the Windy Creek Homeowners' Association, Inc., and the Association, acting through its Board of Directors, may enter into agreements on common expenses from time to time, and such agreements shall supercede this Section 8.02.

Section 8.03. Further Assurances. Each of the parties to this Declaration agrees that it shall provide such further assurances and instruments as may be necessary or useful to give effect to the intent of this Article VIII, including, without limitation, the giving by the Association to the Windy Creek Homeowners' Association of quit-claim deeds to the common areas such as roads shown on the Windy Creek Plat.

ARTICLE IX

GENERAL PROVISIONS

Section 9.01. Duration. The covenants and restrictions hereof shall run with and bind the Properties, and shall inure to the benefit of and be enforceable by Davison, Developer, the Association, and any Owner subject to this Declaration, and their respective legal representatives, heirs, successors and assigns for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the then Owners of two-thirds (2/3) of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part; provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 9.02. Notices. Any Notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as an Owner on the records of the Association at the time of such mailing.

Section 9.03. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 9.04. Amendment. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Owners and thereafter, by an instrument signed by not less than seventy-five percent (75%) of the Owners. No amendment shall alter any of the provisions of this Declaration which concern the rights of the Developer, Davison, or the owners of lots in Windy Creek without the prior approval of the affected party. No amendment shall alter the subordination provisions of this Declaration without the prior approval of any mortgagee enjoying such protection. No amendment shall alter any of the provisions of

this Declaration which concern assessments without the prior approval of Palm Beach County, Florida. Notwithstanding the foregoing, for a period of two (2) years following the effective date of this Declaration, the Developer or Davison may amend this Declaration so that potential homeowners in Hanover Square and/or Windy Creek may qualify for FHA/VA financing, provided, however, that any such amendments shall not materially affect the rights of the owners or of mortgagees.

Section 9.05. Leases. Any lease agreement relative to any Lot shall be for a term of no less than three (3) months and shall provide that the terms of the lease are subject in all respects to the provisions of this Declaration and that any failure by the lessee to comply with terms of this Declaration and the rules and regulations in effect from time to time is a default under the lease. A copy of the rules and regulations in effect at that time shall be attached to and made a part of each lease. All leases shall be in writing with a copy to be sent to the Board of Directors.

Section 9.06. Encroachments. In the event any portion of any Lot encroaches upon the Common Areas as a result of the construction, reconstruction, repair, shifting, settlement or moving of any portion of the Properties, a valid easement for the encroachment, and for the maintenance of the same, shall exist so long as the encroachment exists. Likewise, if any portion of any roof or of any air conditioning equipment of any home overhangs and thereby encroaches upon the Common Areas or another Lot, then a valid easement for the encroachment, and for the maintenance of same, shall exist so long as the encroachment exists.

Section 9.07. Cause of Action. The failure of any Owner to comply with the provisions of this Declaration will give rise to a cause of action in the Association, in the Developer, in Davison, and in any aggrieved Owner for the recovery of damages, or for injunctive relief, or both.

Section 9.08. Standards for Consent, Approval, Completion, Other Actions and Interpretation. Whenever this Declaration shall require the consent, approval, completion, substantial completion, or other action by the Developer, the Association or the Architectural Review Board, such consent, approval, or action may be withheld (except as it relates to matters regarding taxes or maintenance) in the sole and unfettered discretion of the party requested to give such consent or approval or take such action, and all matters required to be completed by the Developer, the Association, or the Architectural Review Board, shall be deemed so completed or substantially completed when such matters have been completed or substantially completed in the sole and unfettered opinion of the Developer, the Association, or the Architectural Review Board, as appropriate. This Declaration

shall be interpreted by the Board of Directors and an opinion of counsel of the Association rendered in good faith that a particular interpretation is not unreasonable shall establish the validity of such interpretation.

Section 9.09 Conflict. This Amended and Restated Declaration shall take precedence over conflicting provisions in the Articles of Incorporation and By-laws of the Association and the Articles shall take precedence over the By-laws.

Section 9.10. Effective Date. This Amended and Restated Declaration shall become effective upon its recordation in the Public Records of Palm Beach County, Florida.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 23rd day of January, 1991, joined by the Association and by Davison.

ATTEST:

HOOKEH HOMES, INC.

Josephine Cicchetti
JOSEPHINE CICHETTI

By: Suzanne Kruse J.P.
SUZANNE KRUSE

STATE OF Florida)
COUNTY OF Palm Beach) SS:

The foregoing instrument was acknowledged before me, the undersigned authority, this 17th day of January, 1991, by Suzanne Kruse and Josephine Cicchetti, Vice-president and Assistant Secretary, respectively, of HOOKEH HOMES, INC., a Georgia corporation, on behalf of that corporation.

Frank A. Ksiasek
Notary Public FRANK A. KSIASEK

My Commission expires:

January 17, 1992
Notary Public, State of Florida
FRAK A. KSIASEK

JOINDER AND CONSENT OF ASSOCIATION

HANOVER SQUARE HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not-for-profit, hereby consents to and joins in the foregoing Amended and Restated Declaration of Covenants and Restrictions and hereby consents to the recording of the same and

of related documents in the Public Records of Palm Beach County, Florida.

HANOVER SQUARE HOMEOWNERS'
ASSOCIATION, INC.

By: Ronald L. Meggison

RONALD L. MEGGISON

Attest: Barbara S. Jansen

BARBARA S. JANSEN

STATE OF FLORIDA)
COUNTY OF Palm Beach) SS:

The foregoing instrument was acknowledged before me, the undersigned authority, this 19 day of January, 1991, by RONALD L. MEGGISON and BARBARA S. JANSEN, President and Secretary, respectively, of HANOVER SQUARE HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not-for-profit on behalf of that corporation.

Adele H. Russell
Notary Public

ADELE H. RUSSELL

My Commission expires:

January 19, 1992
P. 10/10/91
10/10/91

JOINDER AND CONSENT OF DAVISON

RICHARD DAVISON, as Trustee under a certain Florida land trust known as "Land Trust B," and the owner of certain lots in the Properties, hereby consents to and joins in the foregoing Amended and Restated Declaration of Covenants and Restrictions of Hanover Square and hereby consents to the recording of the same

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and related documents in the Public Records of Palm Beach County,
Florida.

Richard Davison
RICHARD DAVISON, as Trustee
under Land Trust B

STATE OF Maryland)
COUNTY OF Baltimore) SS:

The foregoing instrument was acknowledged before me, the
undersigned authority, this 22 day of January, 1991, by Richard
Davison, as Trustee under Land Trust B.



Patricia J. Hauranen
Notary Public
PATRICIA J. HAURANEN

My Commission expires: 2-1-93

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3.1.91 (5)

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EXHIBIT "A"

All of that real property shown on the Plat of Hanover Square, a subdivision, as recorded in Plat Book 48 at Page 192 of the Public Records of Palm Beach County, Florida.

\HOAForms\Hanover\AmenDecl.Cov
3.I.91

-22-

RECORD VERIFIED
PALM BEACH COUNTY, FLA
JOHN B. DUNKLE
CLERK CIRCUIT COURT
Page 22 of 40

Order: 11022455
Doc: FLPALM:6900-01151

Requested By: c.little, Printed: 3/23/2023 9:45 AM

Return to: Jan Carson Cheezem, P.A.
✓ 777 Brickell Ave., Suite 1116
Miami, Florida 33131

JUL-23-1991 03:16pm 91-209033

ORB 6900 Pg 1173

AMENDED AND RESTATED
BY-LAWS OF
HANOVER SQUARE HOMEOWNERS' ASSOCIATION, INC.

ARTICLE 1

NAME AND LOCATION

Section 1.01. The name of the corporation is HANOVER SQUARE HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit, hereinafter referred to as the "Association". The principal office of the Association shall be located at 4152 N.W. 2nd Street, Delray Beach, Florida 33445, but meetings of members and directors may be held at such places within the State of Florida, County of Palm Beach, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 2.01. For convenience, these By-Laws shall be referred to as the "By-Laws," and the Articles of Incorporation of the Association shall be referred to as the "Articles." The declaration of covenants, conditions, and restrictions applicable to the property governed by the Association, as said declaration is recorded in the Public Records of Palm Beach County, Florida and as it may be amended from time to time, shall be referred to as the "Declaration." The other terms used in these By-Laws shall have the same definition and meaning as set forth in the Articles or the Declaration, unless herein provided to the contrary, or unless the context otherwise requires.

ARTICLE III

MEETINGS OF MEMBERS

Section 3.01. Annual Meetings. Each annual meeting of the Members shall be held in February, on any day of that month, at the hour specified by the Board of Directors. If the day for the annual meeting of Members is a Sunday or legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 3.02. Special Meetings. Special meetings of the Members may be called at any time by the President or by any Member of the Board of Directors, or upon written request of members who are entitled to vote one-fourth (1/4) of all of the votes of the membership.

Section 3.03. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting, to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 3.04. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-half (1/2) of the votes of all Members shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the Meeting, until a quorum as aforesaid shall be present or be represented.

Section 3.05. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot. Holders of proxies need not be Members, but no person other than a designee of the Developer may hold more than ten (10) proxies.

Section 3.06. Members' Roster. The Association shall maintain a roster of its Members. Change of membership in the Association shall be established by an owner's recording in the Public Records of Palm Beach County, Florida, a deed or other instrument establishing record title to a Lot and, thereupon, the membership of the prior owner shall be terminated. It is the responsibility of each Member to inform the Association of a change in ownership of his Lot and to provide to the Association a copy of the recorded deed. The Association may issue certificates of membership.

Section 3.07. Voting Certificates. If a Lot is owned by one person, his right to vote shall be established by the roster of Members. If a Lot is owned by more than one person, the person entitled to cast the vote for the Lot shall be designated by a certificate signed by all of the record owners of the Lot according to the roster of Members and filed with the Secretary of the Association (a "Voting Certificate"). The person designated need not be a Lot owner, nor one of the joint owners. If a Lot is owned by a corporation, the person entitled to cast

the vote for the Lot shall be designated by a Voting Certificate signed by an appropriate officer of the corporation and filed with the Secretary of the Association. The person designated need not be a Lot owner. Voting Certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Lot concerned. A Voting Certificate may be revoked by any record owner of an undivided interest in the Lot or in the case of a corporate owner, by the president or a vice president of the owner. If a Voting Certificate for a Lot owned by a corporation or by more than one person is not on file or has been revoked, the vote of the owner(s) of such Lot shall not be considered in determining whether a quorum is present, nor for any other purpose, and the total number of authorized votes in the Association shall be reduced accordingly until a Voting Certificate is filed, except if the Lot is owned jointly by a husband and wife. If a Lot is owned jointly by a husband and wife, they may, without being required to do so, designate a voting Member in the manner provided above. Such designee need not be a Lot owner. In the event a husband and wife do not designate a voting Member, the following provisions shall apply:

(a) If both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting.

(b) If only one is present at a meeting, the person present shall be counted for purposes of a quorum and may cast the Lot vote just as though he or she owned the Lot individually, and without establishing the concurrence of the absent person.

(c) If both are present at a meeting and concur, either one may cast the Lot's vote.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION AND TERM OF OFFICE

Section 4.01. Number. The affairs of the Association shall be managed by a Board of Directors composed of not less than three (3) Members, but as many Members as a majority of the Members may from time to time determine. Directors need not be Members. During the period from the recording of these By-Laws in the Public Records of Palm Beach County, Florida, until the date that Windy Creek Homeowners' Association, Inc., shall deed its common areas and transfer all of its functions to the Association, at least one (1) of the Directors shall be a representative of Davison or his successors.

Section 4.02. Term of Office. At the first Annual Meeting held after turnover of the Association by the Developer, the Members shall elect one director for a term of one year, one director for a term of two years, and one director for a term of three years; and at each Annual Meeting thereafter, the Members shall elect the appropriate number of directors for a term of three years. Each Director named by Davison or his successor shall serve at the pleasure of the entity having named him to the Board.

Section 4.03. Removal. Any Director not appointed by Davison or his successor may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term, except that, if such Director was appointed by Davison or his successor, then Davison or his successor shall name the replacement for such Director.

Section 4.04. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties as approved by the Board of Directors.

Section 4.05. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 5.01. Nomination. Nominations for election to the Board of Directors shall be made by a Nominating Committee appointed by the Board of Directors. Nominations may also be made from the floor at the Annual Meeting. The Nominating Committee shall consist of a Chairman, who shall be a Member of the Board of Directors, and two or more other Members of the Association. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-members.

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Section 5.02. Election. Election to the Board of Directors shall be by secret written ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 6.01. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 6.02. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association or by any Director, after not less than three (3) days' notice to each Director.

Section 6.03. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 7.01. Powers. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of HANOVER SQUARE and may take all acts, through the proper officers of the Association, in executing such powers, except such acts which by law, the Declaration, the Articles or these By-Laws may not be delegated to the Board of Directors by the Members. The powers and duties of the Board of Directors shall include, without limitation (except as limited elsewhere herein), the following:

- (a) operate and maintain the Common Areas;
- (b) determine the expenses required for the operation of the Association;

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(c) adopt and publish rules and regulations governing the use of the Common Areas and the personal conduct of Members and their guests thereon, and to establish penalties for the infraction thereof;

(d) collect all assessments from Members and suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days, for infraction of published rules and regulations;

(e) exercise for the Association all powers, duties and authority invested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(f) declare the office of a Member of the Board of Directors to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(g) employ a manager, an independent contractor, or such other employee or employees as they deem necessary, and to prescribe their duties;

(h) maintain bank accounts on behalf of the Association and designate the signatories required therefor;

(i) obtain and review insurance for the Association, and determine appropriate deductibles for each policy;

(j) contract with and create special taxing districts;

(k) grant easements to and over the Common Areas on behalf of the Members and enter into agreements on the maintenance and repair of the property covered by such easements; and

(l) hire attorneys, accountants and other professional consultants.

Section 7.02. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the Annual Meeting of the

Members, or at any Special Meeting when such statement is requested in writing by one-fourth (1/4) of the Members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(i) fix the amount of the annual Assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(ii) send written notice of each assessment to every Member subject thereto at least thirty (30) days in advance of each annual assessment period; and

(iii) file and foreclose the lien against any property for which assessments are not paid within sixty (60) days after due date or bring an action at law against the owner personally obligated to pay the same, unless provision satisfactory to the Board for the payment thereof is made.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of the certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

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

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

(g) cause the Common Areas and any other areas specified in the Declaration or otherwise to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 8.01. Enumeration of Officers. The officers of this Association shall be a president, who shall at all times be a member of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 8.02. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 8.03. Term. Each officer of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise become disqualified to serve.

Section 8.04. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 8.05. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 8.06. Vacancies. A vacancy in any officer may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 8.07. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 8.04.

Section 8.08. Duties. The duties of the officers are as follows:

(a) President: The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out;

shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

(b) Vice-President: The Vice-President, if any, shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary: The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records of the names of the Members together with their addresses for the giving of notice, and shall perform such other duties as required by the Board.

(d) Treasurer: The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; sign all checks and promissory notes of the Association together with the President; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE IX

COMMITTEES

Section 9.01. The Association shall appoint an Architectural Review Board, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

Section 10.01. The books, records and papers of the Association shall at all times, during reasonable business hours,

be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association. Copies of any of these records may be purchased by any Member at a reasonable cost.

ARTICLE XI

ASSESSMENTS

Section 11.01. As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, a late fee of Twenty-Five Dollars and No Cents (\$25.00) per month for each month such payment is late shall be added to the assessment, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. The Association has certain other rights regarding delinquent assessments, as set forth in more detail in the Declaration. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Areas or abandonment of his Lot.

ARTICLE XII

CORPORATE SEAL

Section 12.01. The Association shall have a seal in circular form having within its circumference the words:

HANOVER SQUARE HOMEOWNERS' ASSOCIATION, INC.

ARTICLE XIII

AMENDMENTS

Section 13.01. These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of a majority of votes of Lots represented at a meeting at which a quorum of Members is present in person or by proxy.

Section 13.02. Proviso. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer or Davison or owners of Lots in Windy Creek or mortgagees of Lots without the consent of said Developer or Davison or the owners of Lots in Windy Creek or mortgagees in each instance. No amendment shall be made that is in conflict with the Articles or the Declaration. No amendment to this Section 13.02 shall be valid.

Section 13.03. Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the By-Laws, which certificate shall be executed by the President or Vice President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed. The amendment shall be effective when the certificate and a copy of the amendment is recorded in the Public Records of Palm Beach County, Florida.

ARTICLE XIV

RULES AND REGULATIONS

Section 14.01. Rules and Regulations. Attached hereto as Schedule "A" and made a part hereof are the rules and regulations concerning the use of HANOVER SQUARE. Attached hereto as Schedule "B" and made a part hereof are the rules and regulations of the Architectural Review Board.

Section 14.02. Modification of the Rules and Regulations. The Board of Directors may, from time to time, modify, amend or add to such rules and regulations, except that a majority of the Members represented at a meeting at which a quorum is present may overrule the Board with respect to any such modifications, amendments, or additions and provided that no rules or regulations may discriminate between owners of Lots in Hanover Square and owners of Lots in Windy Creek.

Section 14.03. Limitation on Modifications. At no time may any rule or regulation be adopted which would prejudice the rights reserved to the Developer or Davison or any rights granted by easement or agreement recorded in the Public Records of Palm Beach County, Florida. Any rules and regulations adopted must treat all persons with use rights in any part of the Common Areas identically, whether such persons be Lot owners or not.

Section 14.04. Copies to be Furnished. Copies of all modified, amended or additional rules and regulations shall be furnished by the Board of Directors to each affected Lot owner, to each tenant, and to each owner of a Lot in Windy Creek not less than thirty (30) days prior to the effective date thereof.

ARTICLE XV

MISCELLANEOUS

Section 15.01. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year.

Section 15.02. Rule of Interpretation. If the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

Section 15.03. Construction. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

Section 15.04. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these By-Laws or the intent of any provision hereof.

CERTIFICATION

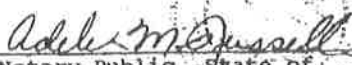
I, the undersigned, do hereby certify that I am the duly elected and acting Secretary of HANOVER SQUARE HOMEOWNERS' ASSOCIATION, INC., a Florida corporation; and

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THAT the foregoing By-Laws constitute the current By-Laws of said Association, as duly adopted at a special joint meeting of the Members and of the Board of Directors thereof, held on the 8th day of January, 1991.


BARBARA S. JANSEN
Secretary

SWORN TO and subscribed before me this 19 day of January
1991.


Notary Public, State of
Florida
ADELE H. RUSSELL
My commission expires:
Notary Public, State of Florida
My Commission Expires Jan 20 1993
Expiring Date (Day Month Year)

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11.I.91 (4)

SCHEDULE "A"

HANOVER SQUARE HOMEOWNERS' ASSOCIATION, INC.

RULES AND REGULATIONS

All residents, guests, agents, and invitees (herein called "persons") shall be governed by the obligations and duties set forth in Hanover Square Homeowners' Association, Inc., Articles of Incorporation, the By-Laws, the Declaration, and any amendments thereto and these following rules and regulations:

1. Each person must use his Lot and all common areas in a manner that does not disturb or become a nuisance to others or cause injury to the reputation of the Association.
2. PETS
 - 2.1 Pet owners must have control of their pets at all times.
 - 2.2 Pet owners must accompany their pets when the pet leaves the owner's Lot.
 - 2.3 Pet owners must promptly pick up their pet's solid waste and dispose of it safely.
 - 2.4 Pet owners are financially responsible for any damage their pet causes.
3. GARBAGE
 - 3.1 All persons must put all garbage and trash in garbage cans or bags or some other suitable containers designed for this purpose. All County waste regulations are to be followed.
 - 3.2 All other trash shall be taken promptly to a County facility and may not remain on any Lot. Failure to comply with this rule will result in the Lot owner's being billed for the removal of the trash.
4. Only one (1) "For Rent" or "For Sale" or "Name" sign may be displayed on the exterior of any home. These signs must have the written approval of the Architectural Review Board, and be no larger than forty (40) square inches on a five (5) foot stake in the front yard of any Lot. Signs must be placed five (5) feet from the road.

5. All objects foreign to the architectural exterior of the home must be kept out of sight, including, without limitation:

- 5.1 Inoperative motor vehicles or parts hereof.
- 5.2 Clothes, hanging devices, and antennas.
- 5.3 Commercial vehicles, bicycles, mopeds or motorcycles, boats, trailers, campers, trucks and motorhomes, except vans and pick-up trucks.
- 5.4 Boats, trailers and recreational vehicles may be temporarily parked in the driveway of a home for periods of not longer than 24 consecutive hours.

Illegally parked or unauthorized vehicles on grass areas will be towed away at the owner's expense. No owner, guest, or invitee may park any vehicle on the grass areas of any Lot for more than four (4) consecutive hours during daylight hours.

6. All alterations to the exterior of any unit or building must have written approval of the Association's Architectural Review Board.

7. RECREATIONAL AREAS

- 7.1 Each person uses the recreational and other Common Areas at his or her own risk. Persons using the recreational areas must leave the areas in a clean condition.
- 7.2 Wheelchairs and baby strollers are the only wheeled vehicles allowed in these areas.
- 7.3 Children under the age of 17 must have adults checking on their behavior frequently.

8. Leases must be for a term of at least three (3) months and must be in writing. A copy of each lease must be sent to the Board of Directors of the Association.

- 8.1 The unit owner (lessor) must provide the tenant (lessee) with a copy of the Declaration, Articles of Incorporation, By-Laws and Rules and Regulations to read. The tenant must sign a statement that he/she has read these documents and agrees to abide by them.

9. The unit owner assumes financial responsibility for his tenant's damage to any of the Common Areas and therefore should get a security deposit large enough to cover this liability at the time his home is leased.

ORB 6900 Pg 1188

10. There will be no exterior television, radio, or other antennas or dishes allowed.
11. Notice must be given promptly to the Board of Directors whenever title passes to a new unit owner. The selling owner must give the buyer copies of the Declaration, Articles of Incorporation, and Rules and Regulations.

\HoaForms\Hanover\Rules&Rg.Han
1.XI.90 (3)

SCHEDULE "B"
RULES AND REGULATIONS
OF THE
ARCHITECTURAL REVIEW BOARD
OF HANOVER SQUARE

1. Any Owner who desires to construct an improvement or structure of any kind on his Lot shall submit two complete sets of all plans and specifications and samples of proposed building materials to the Architectural Review Board (the "Board").

2. All exterior building materials shall be real and not artificial; the exteriors shall be consistent with the original building theme adopted by Developer.

3. All fixed games and play structures shall be located behind the residences constructed on the Lots.

4. No metal cyclone fences are permitted. All walls located in the front yard of a Lot shall be concrete block and stucco and in accordance with the design of the house. Back fences may be wood.

5. No window or wall air conditioning units are permitted.

6. All mailboxes or receptacles for the delivery of newspapers, magazines or mail shall be approved by the Board prior to installation on any Lot, and be in accordance with the regulations established by the Post Office.

7. All landscaping shall be consistent with the original landscaping provided by Developer.

8. No exterior television antennas or dish receivers of any type are permitted.

9. The color of the paint of each house must be maintained in accordance with the original colors used in Hanover Square.

\\HoaForms\\WindyCrk\\RulesReg.Arc
12.XII.90 (1)

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

JUL-23-1991 03:16PM 91-209034

ORB 6900 Pg 1190



I certify that the attached is a true and correct copy of the Articles of Incorporation of WINDY CREEK HOMEOWNERS' ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on January 14, 1991, as shown by the records of this office.

The document number of this corporation is N41655.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
15th day of January, 1991.



CR2EO22 (6-88)

A handwritten signature in cursive script, reading "Jim Smith".

Jim Smith
Secretary of State

PREPARED BY AND
TO BE RETURNED TO:
✓ LARRY SCHONE, ESQ.
Perry & Schone, P.A.
50 S.E. 4th Avenue
Delray Beach, FL 33483

**FIRST AMENDMENT TO AMENDED AND RESTATED BY LAWS OF
HANOVER SQUARE HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Hanover Square has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Records Book 6900, Page 1151 ("Declaration") ; and

WHEREAS, The Declaration contains as an Exhibit the Amended and Restated By-Laws of Hanover Square Homeowners Association, Inc. ("By-Laws"); and

WHEREAS, at a duly called and noticed meeting of the members of Hanover Square Homeowners Association, Inc. the following amendments to the By-Laws and Rules and Regulations of Hanover Square Homeowners Association, Inc. were approved by a majority of the votes of the lots represented at said meeting.

NOW, THEREFORE, the undersigned hereby certify that the following amendments to the Amended and Restated By-Laws of Hanover Square Homeowners Association, Inc. and the Rules and Regulations are a true and correct copy of the Amendments approved by the Board of Directors and a majority of all lot owners;

1. Article IV, Section 4.01 of the Amended and Restated By-Laws of Hanovers Squares Homeowners Association, Inc. is deleted in its entirety and replaced with the following:

Section 4.01. Number. The affairs of the Association shall be managed by a Board of Directors composed of not less than three (3) Members, but as many Members as a majority of the Members may from time to time determine. Directors shall be Members of Hanover Square Homeowners' Association, Inc. or Windy Creek Homeowners' Association, Inc. During the period from the recording of these By-Laws in the Public Records of Palm Beach County, Florida, until the date that Windy Creek Homeowners' Association, Inc., shall deed its common areas and transfer all of its

functions to the Association, at least one (1) of the Directors shall be a representative of Davison or his successors.

2. Article VII Section 8.08 (d) of the Amended and Restated By-Laws of Hanover Square Homeowners Association, Inc. is deleted in its entirety and replaced with the following:

(d) Treasurer: The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; sign all checks and promissory notes of the Association together with the President; keep proper books of account; cause an annual review of the Associations books to be made by a public accountant at the completion of each fiscal year except that the treasurer shall cause an audit of the Association books to be made once every five (5) years at the completion of such fiscal year instead of a review with the first audit to be conducted in the fiscal year ending in 1996; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

3. The Rules and Regulations of Hanover Square Homeowners Association, Inc., are hereby amended by deleting the last full paragraph of Paragraph 5 of the Rules and Regulations and replacing it with the following:

Parking on the lots or common areas shall be subject to the following rules and conditions:

a. Parking shall be allowed only on an owner's driveway on his lot or in the street. There shall be no parking on the grass and any damage to the sprinkler system caused by such parking shall be the responsibility of the owner.

b. Parking on the street shall be allowed for no more than four (4) consecutive hours.

c. Overnight parking shall be allowed at the pool area. Such parking shall only be during the hours the pool is closed.

d. Illegally parked or unauthorized vehicles

on grass areas or in the street in
contravention of these rules will be towed at
the owner's expense.

IN WITNESS WHEREOF, Hanover Square Homeowners Association,
Inc., has caused this Certificate of Amendment to the Amended and
Restated Declaration of Covenants, Conditions and Restrictions for
Hanover to be executed pursuant to the vote of a majority of the
lot owners present at a duly called annual meeting held February
11, 1995, at which a quorum was present.

Dated this 3rd of June, 1995.

CB Carey
Witness

Ken Brooks
Witness

HANOVER SQUARE HOMEOWNERS
ASSOCIATION, INC., a Florida
not for profit corporation

BY: Thomas P. KENTING
President

Attest: Dianna Diemer
Secretary

STATE OF FLORIDA:
COUNTY OF PALM BEACH:

The foregoing instrument was acknowledge before me this
29th day of June, 1995 by THOMAS P. KENTING
as President and DIANNA DIEMER as Secretary of
Hanover Square Homeowners Association, Inc., who are personally
known to me or who have produced a N/A as
identification and who ~~did~~ (did not) take an oath.

Helen E. Galley
Notary Public State of Florida

h:\mmf\hanover\1st-amd.



PREPARED BY AND
RETURN TO:
Perry & Schone, P.A.
50 S.E. Fourth Avenue
Delray Beach, FL 33483

MAR-19-1998 4:38PM 98-097897
CRB 10291 Pg 437
RECORDED

**SECOND AMENDMENT TO AMENDED AND RESTATED BY LAWS OF
HANOVER SQUARE HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Hanover Square has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Records Book 6900, Page 1151 ("Declaration"); and

WHEREAS, The Declaration contains as an Exhibit the Amended and Restated By-Laws of Hanover Square Homeowners Association, Inc. ("By-Laws"); and

WHEREAS, the Amended and Restated By Laws of Hanover Square Homeowners Association, Inc. were amended by the First Amendment to Amended and Restated By Laws of Hanover Square Homeowners Association, Inc., having been duly recorded in the Public Records of Palm Beach County, Florida in Official Records Book 8846, Page 1496 ("First Amendment"); and

WHEREAS, at a duly called and noticed meeting of the members of Hanover Square Homeowners Association, Inc. the following amendments to the By-Laws of Hanover Square Homeowners Association, Inc. were approved by a majority of the votes of the lots represented at said meeting.

NOW THEREFORE, the undersigned hereby certify that the following amendments to the Amended and Restated By Laws of Hanover Square Homeowners Association, Inc. are a true and correct copy of the Amendments approved by the Board of Directors and a majority of all lot owners;

1. Article IV, Section 4.01 of the Amended and Restated By-Laws of Hanover Square Homeowners Association, Inc., as amended by the First Amendment, is deleted in its entirety and replaced with the following:

Section 4.01. Number. The affairs of the Association shall be managed by a Board of Directors composed of eight (8) Members. At least three (3) of said Directors shall be members of Hanover Square Homeowners Association, Inc. and at least three (3) of said Directors shall be members of Windy Creek Homeowners Association, Inc. During the period

from the recording of these By-Laws in the Public Records of Palm Beach County, Florida, until the date that Windy Creek Homeowners' Association, Inc. shall deed its common areas and transfer all of its functions to the Association, at least one (1) of the Directors shall be a representative of Davison or his successors.

2. Article VI of the Amended and Restated By-Laws of Hanover Square Homeowners Association, Inc. is amended by adding the following:

Section 6.04. Voting Procedure. At any regular or special meetings of the Board of Directors, the President of the Association shall not vote on issues before the Board, unless there is a tie among the other Directors, in which event the President shall be entitled to vote.

3. Article VIII, Section 8.01 of the Amended and Restated By-Laws of Hanover Square Homeowners Association, Inc. is deleted in its entirety and replaced with the following:

Section 8.02. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members. The president shall be a member of that association, either Hanover Square Homeowners Association, Inc. or Windy Creek Homeowners Association, Inc., with four (4) members on the Board of Directors.

4. Article XIII, Section 13.01 of the Amended and Restated By-Laws of Hanover Square Homeowners Association, Inc. is deleted in its entirety and replaced with the following:

Section 13.01. These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of a majority of votes of Lots represented at a meeting at which a quorum of Members is present in person or by proxy. However, Article IV, Section 4.01 shall not be amended prior to February 2001 except by a vote of one hundred percent (100%) of the Members.

ORB 10291 Pg 439

DOROTHY H. WILKEN, CLERK PB COUNTY, FL

IN WITNESS WHEREOF, Hanover Square Homeowners Association, Inc., has caused this Certificate of Amendment to the Amended and Restated By Laws to be executed pursuant to the vote of a majority of the lot owners present at a duly called annual meeting held June 25, 1997, at which a quorum was present.

Dated this 18th of March, 1998.

Michelle D. Edwards
Witness

[Signature]
Witness

HANOVER SQUARE HOMEOWNERS
ASSOCIATION, INC., a Florida
not for profit corporation

BY: Harrison S. Johnston
President
HARRISON S. JOHNSTON
ATTEST: Diana M. Diemer
Secretary
DIANA M. DIEMER

STATE OF FLORIDA
COUNTY OF PALM BEACH

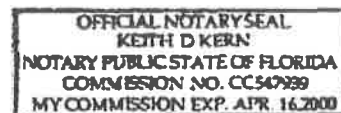
The foregoing instrument was acknowledged before me this 18 day of March, 1998 by HARRISON S. JOHNSTON as President and DIANA M. DIEMER as Secretary of Hanover Square Homeowners Association, Inc. who are personally known to me or who have produced _____ as identification.

[Signature]
Notary Public State of Florida

KEITH D. KERN
Printed Name of Notary

My Commission Expires: 4/15/00

H:\KKH\HANOVER\AMEND2



PREPARED BY AND
RETURN TO:
Perry & Schone, P.A.
50 S.E. Fourth Avenue
Delray Beach, FL 33483

**FIRST AMENDMENT TO THE AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR HANOVER SQUARE EFFECTUATING MERGER OF
HANOVER SQUARE AND WINDY CREEK
AND
NOTICE OF TERMINATION OF DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR WINDY CREEK**

WHEREAS, the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Hanover Square has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book 6900, Page 1151 ("Hanover Square Declaration"); and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Windy Creek has been duly recorded in the Public Records of Palm Beach County, Florida in Official Record Book 6900, Page 1222 ("Windy Creek Declaration"); and

WHEREAS, Article VIII, Section 8.01 of the Windy Creek Declaration provides that the Developer, as defined in Article I, Section 1.03, may elect to cause the members of Windy Creek to be governed by the Hanover Square Declaration; and

WHEREAS, Article VIII, Section 8.01 of the Hanover Square Declaration provides that "Richard Davison, as Trustee under a Florida land trust known as Land Trust B, his successors and assigns" may elect to cause the members of Windy Creek to be governed by the Hanover Square Declaration; and

WHEREAS, Associated Community Builders L.C. and Comet Properties, Inc. (collectively "Developers") are the successors and assigns of Davison;

WHEREAS, the "Developers" have elected to merge Windy Creek with Hanover Square. Copies of Merger Notices from each Developer are attached hereto as Exhibits A and B; and

WHEREAS, in order to effectuate the merger, it is necessary to amend the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Hanover Square to reflect the addition of the properties and lots of Windy Creek to the properties

governed by the Hanover Square Declaration.

NOW THEREFORE, the undersigned hereby certify that the following Amendments to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Hanover Square and to the Declaration of Covenants, Conditions and Restrictions for Windy Creek are true and correct copies of the Amendments approved by the respective Boards of Directors to effectuate the merger of the associations and their properties and lots:

1. The following are the Amendments to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Hanover Square:

A. Article I, Section 1.05 of the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Hanover Square, is deleted in its entirety and replaced with the following:

Section 1.05. "Lot" shall mean and refer to any lot on which a dwelling unit may be constructed, designated as such on the Plat of Hanover Square recorded in Plat Book 48, page 192; as amended by the Hanover Square Replat recorded in Plat Book 75, page 88, and on the Plat of Windy Creek recorded in Plat Book 64, page 39, all of the Public Records of Palm Beach County, Florida.

B. Exhibit A of the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Hanover Square shall be amended by deleting Exhibit "A" in its entirety and replacing it with the following:

Exhibit "A". All of that real property shown on the Hanover Square Replat recorded in Plat Book 75, page 88, and on the Plat of Windy Creek recorded in Plat Book 64, page 39, all of the Public Records of Palm Beach County, Florida.

2. Upon recordation of this First Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Hanover Square, the Declaration of Covenants, Conditions and Restrictions for Windy Creek shall be of no further force and effect.

IN WITNESS WHEREOF, Hanover Square Homeowners' Association, Inc. and Windy Creek Homeowners' Association, Inc., have caused this First Amendment to the Amended and Stated Declaration of Covenants, Conditions and Restrictions For Hanover Square to be executed this 9th of SEPTEMBER, 1998.

[Signature]
Witness

[Signature]
Witness

HANOVER SQUARE HOMEOWNERS
ASSOCIATION, INC., a Florida
not for profit corporation

BY: [Signature]
HANOVER S. JOHNSON, President

ATTEST: [Signature]
W. KENNETH McNALL, Secretary

[Signature]
Witness

[Signature]
Witness

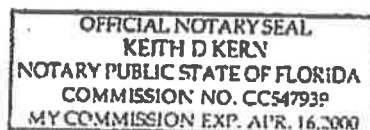
WINDY CREEK HOMEOWNERS'
ASSOCIATION, INC., a Florida
not for profit corporation

BY: [Signature]
GEORGE G. BELMAR, President

ATTEST: _____
Secretary

STATE OF FLORIDA:
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 9th day of September, 1998 by HANOVER S. JOHNSON as President and W. KENNETH McNALL as Secretary of Hanover Square Homeowners Association, Inc. who are personally known to me or who have produced _____ as identification.



[Signature]
Notary Public State of Florida


[Signature]

Printed Name of Notary

My Commission Expires:

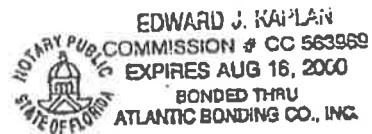
STATE OF FLORIDA:
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 3 ^{August} day of March, 1998
by George C. Berman as President and _____ as
Secretary of Windy Creek Homeowners Association, Inc. who are personally known to me
or who have produced _____ as identification.


Notary Public State of Florida
EDWARD J. Kaplan
Printed Name of Notary

My Commission Expires:

H:\KK\HANOVER\MERGER\MEND.DEC





MERGER NOTICE

Pursuant to Article VIII, Sections 8.01 and 8.02 of the Declaration of Covenants, Conditions and Restrictions for Windy Creek, Associated Community Builders, L.C., ("Developer"), hereby notifies Hanover Square Homeowners' Association, Inc. ("Hanover Square") of Developer's election to cause the members of Windy Creek Homeowners' Association, Inc. ("Windy Creek") to be governed by the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Hanover Square, as amended.

Windy Creek shall be merged into Hanover Square within thirty (30) days of the date of this Merger Notice. Windy Creek shall convey to Hanover Square by quit claim deed all common areas, including roads, as shown on the Plat of Windy Creek recorded in Plat Book 64, page 39 of the Public Records of Palm Beach County, Florida.

ASSOCIATED COMMUNITY BUILDERS, L.C.

By:

GEORGE G. DEAMAN, PARTNER
Printed Name and Title

STATE OF FLORIDA)
COUNTY OF ~~PALM BEACH~~)
BROWARD

The foregoing instrument was acknowledged before me this 3 day of August, 1998 by GEORGE G. DEAMAN, as PARTNER/MEMBER Associated Community Builders, L.C., who is personally known to me or who produced as identification.

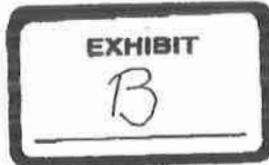
Patricia Tartaglia
Notary Public, State of Florida



Printed, typed or stamped name of Notary

My Commission Expires: _____

H:\KK\HANOVER\MERGER\MERGER1.NOT



ORB 10685 Pg 40
DOROTHY H. WILKEN, CLERK PB COUNTY, FL

MERGER NOTICE

Pursuant to Article VIII, Sections 8.01 and 8.02 of the Declaration of Covenants, Conditions and Restrictions for Windy Creek, Comet Properties, Inc., ("Developer"), hereby notifies Hanover Square Homeowners' Association, Inc. ("Hanover Square") of Developer's election to cause the members of Windy Creek Homeowners' Association, Inc. ("Windy Creek") to be governed by the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Hanover Square, as amended.

Windy Creek shall be merged into Hanover Square within thirty (30) days of the date of this Merger Notice. Windy Creek shall convey to Hanover Square by quit claim deed all common areas, including roads, as shown on the Plat of Windy Creek recorded in Plat Book 64, page 39 of the Public Records of palm Beach County.

COMET PROPERTIES, INC.

By: 

William Handker V.P.
Printed Name and Title

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 17 day of Aug, 1998 by William Handker as V.P. of Comet Properties, Inc., who is personally known to me or who produced as identification.

Rene K. Dixon
Notary Public, State of Florida

Printed, typed or stamped name of Notary

My Commission Expires: _____



Rene K Dixon
My Commission CC670860
Expires Jul. 21, 2000

H:\KKHANOVER\MERGER\MERGER.NOT



01/14/2002 11:34:51 20020022264
DR BK 13306 PG 0696
Palm Beach County, Florida

PREPARED BY:
Board of Director
Hanover Square Homeowner's Association, Inc.

✓
3
RETURN TO:
Perry & Kern, P.A.
50 S.E. Fourth Avenue
Delray Beach, FL 33483

**THIRD AMENDMENT TO AMENDED AND RESTATED BY LAWS OF
HANOVER SQUARE HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Hanover Square has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Records Book 6900, Page 1151 ("Declaration"); and

WHEREAS, The Declaration contains as an Exhibit the Amended and Restated By-Laws of Hanover Square Homeowners Association, Inc. ("By-Laws"); and

WHEREAS, the Amended and Restated By Laws of Hanover Square Homeowners Association, Inc. were amended by the First Amendment to Amended and Restated By Laws of Hanover Square Homeowners, Association, Inc., having been duly recorded in the Public Records of Palm Beach County, Florida in Official Records Book 8846, Page 1496 ("First Amendment"); and

WHEREAS, the Amended and Restated By Laws of Hanover Square Homeowners Association, Inc. were amended by the Second Amendment to Amended and Restated By Laws of Hanover Square Homeowners, Association, Inc., having been duly recorded in the Public Records of Palm Beach County, Florida in Official Records Book 8846, Page 1496 ("Second Amendment"); and

WHEREAS, at a duly called and noticed meeting of the members of Hanover Square Homeowners Association, Inc. the following amendments to the By-Laws of Hanover Square Homeowners Association, Inc. were approved by a majority of the votes of the lots represented at said meeting.

NOW THEREFORE, the undersigned hereby certify that the following amendments to the Amended and Restated By Laws of Hanover Square Homeowners Association, Inc. are a true and correct copy of the Amendments approved by the Board of Directors and a majority of all lot owners;

1. Article 2, Section 2.2, of Schedule A is deleted in its entirety and replaced with the following:

Section 2.2 PETS. All pets shall be walked on a leash when outside of a home or outside of a fenced in area.

2. Article 2, Section 2.3 of Schedule A is deleted in its entirety and replaced with the following:

Section 2.3. PETS. Any solid animal waste shall be immediately picked up and removed properly, and shall not be deposited on or within common areas.

3. Article 2, Section 2.4 of Schedule A is deleted in its entirety and replaced with the following:

Section 2.4. PETS. Pet owners are financially responsible for any property damage, personal injury, or disturbance, which their pet may cause or inflict. Each owner who keeps a pet agrees to indemnify the Association and hold the Association harmless against any loss or liability of any kind or character whatsoever arising from or growing out of his or her having an animal on the property.

4. Article 2, Section 2.5 of Schedule A shall be deleted in its entirety and replaced with the following:

Section 2.5 PETS. If any pet becomes an annoyance to the Homeowner or surrounding Homeowners, by barking, disturbing the peace or otherwise, the owner shall cause the problem to be corrected. If the problem is not corrected satisfactorily, the owner, upon written notice from the Association shall be required to remove the animal from within the Associations jurisdiction.

5. Article 3, Section 3.1 of Schedule A shall be deleted in its entirety and replaced with the following:

Section 3.1 GARBAGE. All persons must put all garbage and trash in closed receptacles, closed bags or other suitable, sanitary closed containers

designated for this purpose, and said containers must be placed at curbside on the evening prior to the scheduled trash pickup, no earlier than 5:00 P.M. Trash in sealed plastic bags may only be placed at curbside on the morning of the scheduled trash pickup date.

6. Article 3, Section 3.2 of Schedule A shall be deleted in its entirety and replaced with the following:

Section 3.2 GARBAGE. Other trash, i.e. tree limbs, grass or hedge clippings and other waste materials must be placed on the curb the evening prior to the scheduled bulk trash pickup date, no earlier than 5:00 P.M.

7. Article 3, Section 3.3 of Schedule A shall be deleted in its entirety and replaced with the following:

Section 3.3 GARBAGE. All other trash, including hazardous waste, shall be taken promptly to the proper County waste facility and shall not remain on any lot or any common area.

8. Article 3, Section 3.4 of Schedule A shall be deleted in its entirety and replaced with the following:

Section 3.4 GARBAGE. All trash containers shall be removed from curbside pickup, on the day of collection and placed out of sight.

9. Article 4, of Schedule A is deleted in its entirety and replaced with the following:

Section 4 SIGNS. No sign, display, poster, advertisement, notice, or any other lettering shall be exhibited, inscribed, painted or affixed on the lot or home or any element of the Common areas without the prior written approval of the Architectural Review Board. Without limiting the Board's authority to approve or disapprove any signage in accordance with the preceding sentence, the Board may approve only one sign of any type displayed on the exterior of any home. The sign must be no larger than a total of 94 square inches, and must be mounted on a five foot high stake in the front yard of the lot. It must be at least five feet from the road. Real estate approved signs are acceptable. No homeowner shall display any personal signage (i.e. garage sale, auto for sale), on common area grounds.

10. Article 5, Section 5.3 of Schedule A is deleted in its entirety and replaced with the following:

Section 5.3 FOREIGN OBJECTS. All objects, foreign to the architectural exterior of the home, must be kept out of sight, including; without limitations: Commercial vehicles, mopeds, motorcycles, boats, trailers, campers, trucks (except non-commercial vans and pickup trucks) and motor homes.

11. Article 5, Section 5.4 of Schedule A is deleted in its entirety and replaced with the following:

Section 5.4 FOREIGN OBJECTS. Boats, trailers, and recreational vehicles may be temporarily parked in the driveway of a home for a period of no longer than 24 consecutive hours.

12. Article 5, Section 5.5 of Schedule A is deleted in its entirety and replaced with the following:

Section 5.5 FOREIGN OBJECTS. During periods of a Hurricane Watch or Warning, items 5.3 and 5.4 shall be suspended until 24 hours after the Watch or Warning has been officially lifted.

13. Article 6.0 PARKING of Schedule A is deleted in its entirety and replaced with the following:

Section 6.1 PARKING. Parking shall be allowed only on an owner's driveway on his lot, and , only if absolutely necessary, on the street. No parking is allowed on the grass areas. Any damage to the grass or sprinkler systems caused by such parking be the responsibility and liability of the homeowner.

Section 6.2 PARKING. Overnight parking at the pool shall be reserved exclusively for the guests of homeowners, and not for the homeowner's personal use. A permit is required and these are available from the Board. Such overnight parking shall be allowed only during the hours when the pool is closed.

Section 6.3 PARKING. Illegally parked and unauthorized vehicles parked on the grass or the street and not in compliance with the above Rules, will be

towed at the owner's expense.

Section 6.4 PARKING. Parking on the street, in compliance with Section 6.1, shall be done in such a manner so as not to restrict the access of emergency vehicles, service vehicles, and may not restrict the view of road signage.

14. Article 7 of Schedule A is deleted in its entirety and replaced with the following:

Article 7 PROPERTY ALTERATIONS. No alterations to the exterior of any unit or building visible from the street, in accordance with these Rules shall be done without prior written approval from the Architectural Review Board and the Board for Directors of the Association.

15. Article 8 of Schedule A is deleted in its entirety and replaced with the following:

Section 8.1 RECREATIONAL AREAS. With respect to the recreational areas and common areas, homeowners shall be held responsible for the actions and conduct of their family members, guests, invitee and tenants. Decorum, good conduct, cleanliness and safety shall be observed, and will be strictly enforced.

Section 8.2 RECREATIONAL AREAS. Any damage to the recreational or common areas or any equipment thereon, caused by the homeowner, family member, guest, invitee or tenant, shall be repaired or replaced at the expense of the homeowner.

Section 8.3 RECREATIONAL AREAS. Each person who uses the recreational and other common areas does so at their own risk.

Section 8.4 RECREATIONAL AREAS. Wheelchairs and baby strollers shall be the only wheeled vehicles allowed in the recreational areas. This includes the tennis courts and pool areas.

Section 8.5. RECREATIONAL AREAS. The Association shall not be responsible for any personal injury, or of any loss of personal property at any of the recreational areas regardless of where such property is kept, stored, checked, or left on those premises.

16. Article 9 of Schedule A is deleted in its entirety and replaced with the following:

Section 9.1 LEASES. All leases shall provide for a minimum term of one year and must be in writing. The homeowner must provide the Association with a copy of all executed leases in their entirety.

Section 9.2 LEASES. The owner of a leased home shall be jointly and severally liable with his or her tenant for compliance with the Association Assessments and/or for any claim for injury to persons or property caused by the acts or omissions of the tenants and/or those for whom the Owner is responsible.

Section 9.3 LEASES. All leases shall provide that the Association shall have the right to terminate the lease upon the tenant's failure to observe any provisions of the Association Documents and Rules and Regulations. The Owner must provide the tenant with a copy of the Association Documents and Rules and Regulations and the lease must include a statement that the tenant has read these documents and agrees to abide by them.

17. Article 10 of Schedule A is deleted in its entirety and replaced with the following:

Article 10. Notice must be given by homeowner promptly to the Board of Directors of the Association whenever title passes to a new homeowner. The homeowner transferring/selling the property must provide the new homeowner with a copy of the Association Documents and Rules and Regulations.

18. Article 11 of Schedule A is deleted in its entirety and replaced with the following:

Article 11. No exterior television, radio or satellite dishes or other antennae shall be permitted except for DSS type mini dishes, which are in conformance with Section 8, as amended, of Schedule B of the Rules and Regulations.

19. Article 12 of Schedule A is deleted in its entirety and replaced with the following:

Section 12.1. All vehicles shall observe the posted speed limits.

Section 12.2. All vehicles shall observe the posted stop signs.

Section 12.3. The operation of golf carts and ATV's on the streets is a privilege to homeowners, and may be exercised only by a duly licensed

motor vehicle operators. Operators of such vehicles must obey all traffic signs, and be operated in a safe manner.

Section 12.4. Homeowners shall be responsible and assume full liability for any damage to property, including common areas, as a result of the operation by any homeowner, guest, tenant or invitee, during the operation of aforementioned vehicles.

Section 12.5. Any minor operating a battery powered or gas powered toy vehicle must do so under the direct supervision of an adult.

20. Article 13 of Schedule A is deleted in its entirety and replaced with the following:

Section 13.1. Construction vehicles shall be allowed entry to the community only after approval of a project by the Architectural Review Board and the Board of Directors of the Association, and only after the issuance of a valid certificate of liability insurance to the Association.

Section 13.2. No construction or maintenance work shall be allowed prior to 8:00 AM and all workers must leave the community by 6:00 PM.

Section 13.3. No contracted construction or maintenance work, except for emergency maintenance or repair work shall be conducted on Sundays, and the following holidays: Thanksgiving, Christmas Day, New Years Day, Labor Day and Independence Day.

Section 13.4. No family members or guests of construction workers or maintenance or repair workers shall be permitted on the construction site unless they are engaged in the work being done in an official capacity.

Section 13.5. Construction debris shall be placed in an appropriate container located on the homeowner's driveway. New construction materials shall be placed on the homeowner's property pending commencement of the constructions project.

Section 13.6. Construction, maintenance and other personnel serving the community shall observe all Rules and Regulations of this community.

Section 13.7. Homeowners shall be fully liable and responsible for personnel that they hire for any purpose to service the homeowner's home and shall

ensure that such personnel comply with the Rules and Regulations of the community.

21. Article 1 of Schedule B is deleted in its entirety and replaced with the following:

Article 1. All property change requests and all violation reports shall be forwarded to the Board of Directors for approval, execution, or investigations. Any owner who desires to construct an improvement or structure of any kind on his lot shall submit two (2) complete sets of all plans and specifications and samples (i.e. paint chips, tiles, etc.) of proposed building materials to the Architectural Review Board of Directors. One set will be returned to the homeowner with a copy of the Board's decision. All work thereafter shall be completed in a timely manner.

22. Article 2 of Schedule B is deleted in its entirety and replaced with the following

Article 2. All exterior building changes shall be real and not artificial, the exteriors shall be consistent with the original building theme adopted by the Developer.

23. Article 3 of Schedule B is deleted in its entirety and replaced with the following:

Article 3. All games and play structures shall be located behind the residence constructed on the lots.

24. Article 4 of Schedule B is deleted in its entirety and replaced with the following:

Article 4. All walls located in the front yard of a lot shall be either concrete block or wood framed with a stucco finish and in accordance with the design of the house. All fencing shall not be greater than six (6) feet in height and must be well maintained.

Article 4 Section 4.1. Wood fencing (shadow box style) shall have a natural, clear varnish, brown, white, or redwood finish, and the finish must continue the length of the fence.

Article 4 Section 4.2. Vinyl coated cyclone fences must have hedges placed on the immediate exterior of the fence along its entire length. The hedge is to be trimmed to the height of the fence, and must conceal its presence. Any gates facing the roadway must have the appearance of a wood fence or

must be completely hidden from direct view by shrubbery.

Article 4 Section 4.3. Simulated wood fencing (PVC) shall have the appearance similar to shadow box style fencing and may be either white or brown in color.

25. Article 5 of Schedule B is deleted in its entirety and replaced with the following:

Article 5. No window or wall air conditioning or window mounted fan units are permitted with the exception of kitchen exhaust fans.

26. Article 6 of Schedule B is deleted in its entirety and replaced with the following:

Article 6. All mailboxes or receptacles for the delivery of newspapers, magazines, or mail shall be approved by the Architectural Review Board and the Board of Directors prior to the installation on any lot and must be in accordance with the regulations established by the United States Postal Service. All mailboxes shall be maintained in good working order and physical condition.

27. Article 7 of Schedule B is deleted in its entirety and replaced with the following:

Article 7. All lawns must be fully landscaped and properly watered to prevent the proliferation of weeds and dead grass. All areas of dead grass must be either re-seeded or re-sodden at the expense of the homeowner, other than the common areas which are the responsibility of the Association. The homeowner shall properly maintain all shrubbery and landscaping that is not the responsibility of the Association. All trees in front lots of homes shall be maintained and kept well trimmed by the homeowner. Trees that extend beyond the boundaries of the homeowner's lot shall be trimmed to allow uninhibited passage of any vehicle. All hedges, walls or fences may not exceed six (6) feet in height in front of side street yards, and those in interior side or rear yards shall not exceed eight (8) feet in height, and must be trimmed so as not to interfere with sidewalks, traffic or neighbors yards.

8. Article 8 of Schedule B is deleted in its entirety and replaced with the following:

Article 8. No exterior television or radio antennas of any type are permitted. Dish style satellite receivers (DSS) shall be no larger than 18" in diameter, and must not be immediately visible from the road.

9. Article 9 of Schedule B is deleted in its entirety and replaced with the following:

Article 9. The Architectural Review Board and the Board of Directors must approve any change of color of a home. The color of paint of each home must be done in an aesthetically pleasing manner as to maintain uniformity within the existing colors in the neighborhood. Painted exteriors must be maintained in good visible condition.

10. Article 10 of Schedule B is deleted in its entirety and replaced with the following:

Article 10. No awnings (canvas or otherwise) shall be permitted on house openings that are visible from the street. No Bahamas or Colonial style hurricane or decorative shutters shall be permitted on house openings that are visible from the street.

Article 11. Roofs must be maintained and kept clean, and must not have large areas of mildew visible from the street. All roofs needing repair or replacement shall be re-roofed with the same type material as was originally installed.

Article 12. Driveways that are of concrete material shall be well maintained and free from extensive stains (i.e. oil, grease, rust and mildew). Refinishing of the original surface shall be subject to the approval of the Architectural Review Board and the Board of Directors, and must be well maintained. Asphalt driveways shall be properly maintained and free of extensive cracks and deterioration. All concrete walkways which are part of the home, shall be well maintained and free of extensive staining or cracks.

Article 13. All exterior fixtures (i.e. lampposts) shall be well maintained and in good working order.

IN WITNESS WHEREOF, Hanover Square Homeowners Association, Inc., has caused this Certificate of Amendment to the Amended and Restated By Laws to be executed pursuant to the vote of a majority of the lot owners present at a duly called annual meeting held June 25, 1997, at which a quorum was present.

Dated this 21 of December, 2001.

Witness

Witness

HANOVER SQUARE HOMEOWNERS
ASSOCIATION, INC., a Florida not for
profit corporation

BY:

JAKE EPPERSON, President

STATE OF FLORIDA:
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 21 day of
December, 2001 by JAKE EPPERSON, as President of Hanover Square Homeowners
Association, Inc. who is personally known to me or who has produced
as identification.



Keith D. Kern
MY COMMISSION # CC921747 EXPIRES
April 16, 2004
BONDED THRU TROY FAIR INSURANCE, INC.

Notary Public State of Florida

KEITH D. KERN
Printed Name of Notary

My Commission Expires:

This Instrument Prepared by
and PLEASE RETURN TO:

Shannoya C. Robinson
Gelfand & Arpe, P.A.
WILL CALL BOX 58
1555 Palm Beach Lakes Blvd.
Suite 1220
West Palm Beach, Florida 33401-2329
(561) 655-6224

CFN 20040426736
OR BK 17296 PG 1773
RECORDED 07/23/2004 15:53:13
Palm Beach County, Florida
Dorothy H Wilken, Clerk of Court

**FOURTH CERTIFICATE OF AMENDMENT TO THE AMENDED AND RESTATED BYLAWS OF
HANOVER SQUARE HOMEOWNERS' ASSOCIATION, INC.**

THE UNDERSIGNED OF HANOVER SQUARE HOMEOWNERS' ASSOCIATION, INC., P.O. Box 0575, Delray Beach, FL 33484 certifies that the Amended and Restated Bylaws of Hanover Square Homeowners' Association, Inc. recorded in Official Records Book 6900 at Page 1173 of the Public Records of Palm Beach County, Florida, has been amended as set forth in Exhibit "A" attached hereto. The Amended and Restated Bylaws of Hanover Square Homeowners' Association, Inc. affects real property legally described as:

All of that real property shown on the Hanover Square Replat Recorded in Plat Book 75, Page 88,
and on the Plat of Windy Creek recorded in Plat Book 64, Page 39, all of the Public Records of Palm
Beach County, Florida.

The Amendment in Exhibit "A" was duly adopted as an Amendment to the Bylaws. The Amended and Restated Declaration on Covenants, Conditions and Restrictions for Hanover Square was recorded in Official Records Book 6900 at Page 1151. The Declaration of Covenants and Restrictions for Hanover Square was recorded in Official Records Book 4484 at Page 0984.

Dated this 7th day of June, 2004.

Witnessed by:

Signature here:

Print name here:

Signature here:

Print name here:

Hanover Square Homeowners' Association, Inc.

By:

By:

Shay Peschl, President

Adele Russell, Secretary

STATE OF FLORIDA

COUNTY OF PALM BEACH

[CORPORATE SEAL]

The foregoing instrument was acknowledged before me this 7th day of June, 2004 by Shay Peschl and Adele Russell, the President and Secretary, respectively of Hanover Square Homeowners' Association, Inc., who are personally known to me or who have produced Florida Drivers Licenses as identification and who did not take an oath.



Signature here:

Print name here:

Craig R. Travis

Craig R. Travis

Notary Public, State of Florida

Serial Number:

My commission expires:

Book 17296/Page 1773

Page 1 of 2

EXHIBIT "A" TO THE FOURTH CERTIFICATE OF AMENDMENT TO THE AMENDED AND
RESTATED BYLAWS OF HANOVER SQUARE HOMEOWNERS' ASSOCIATION, INC.

The Amended and Restated Bylaws of Hanover Square Homeowners' Association, Inc., §4.01 "Number" and §4.02 "Term of Office" are amended as follows: (The language added is underlined; the language deleted is ~~struck out~~:

Section 4.01. Number. The affairs of the Association shall be managed by a Board of Directors composed of five (5) Members of the Association. ~~At least three (3) of said Directors shall be members of Hanover Square Homeowners Association, Inc. and at three (3) of said Directors shall be members of Windy Creek Homeowners Association, Inc. During the period from the recording of these By-Laws in the Public Records of Palm Beach County, Florida, until the date that Windy Creek Homeowners' Association, Inc. shall deed its common areas and transfer all of its functions to the Association, at least one (1) of the Directors shall be a representative of Davison or his successors.~~

Section 4.02. Term of Office. At the first Annual Meeting held after the adoption of this provision ~~turnover of the Association by the Developer~~, the Members shall elect one director for a term of one year and the four directors elected at the 2004 annual members meeting for two year terms shall continue in office until the 2006 annual members meeting. ~~one director for a term of two years, and one director for a term of three years; and at~~ At the 2006 annual members meeting the Members shall elect four directors, the three nominees with the highest number of votes serving two years and the nominee with the fourth highest number of votes serving one year. ~~At each annual Members' meeting thereafter, the Members shall elect the appropriate number of directors for a term of two three years. It is the intent of the this provision that the Members elect directors for staggered terms of two years; however, if the staggered terms are inadvertently disrupted, then the Board of Directors shall take reasonable steps so as to provide for elections at the following annual members' meeting to ensure staggered terms.~~ Each Director named by Davison or his successor shall serve at the pleasure of the entity having named him to the Board.

E:\SCR 02812\fourthcertamend.wpd

Gelfand & Arpe, P.A.
Regions Financial Tower, Suite 1220, 1555 Palm Beach Lakes Blvd., West Palm Beach, FL 33401-2329
(561) 555-6224



This Instrument Prepared by
and PLEASE RETURN TO:

Shannoya C. Robinson
Gelfand & Arpe, P.A.
WILL CALL BOX 58
1555 Palm Beach Lakes Blvd.
Suite 1220
West Palm Beach, Florida 33401-2329
(561) 655-6224

CFN 20040426754
OR BK 17296 PG 1800
RECORDED 07/23/2004 15:53:57
Palm Beach County, Florida
Dorothy H Wilken, Clerk of Court

**AFFIDAVIT OF SHAY PESCHL CONCERNING
HANOVER SQUARE HOMEOWNERS' ASSOCIATION, INC.**

STATE OF FLORIDA

SS

COUNTY OF PALM BEACH :

BEFORE ME, the undersigned authority, personally appeared who, being duly sworn,
deposes and says:

1. My name is SHAY PESCHL. I am over the age of eighteen. This affidavit is made from
my personal knowledge.

2. I am currently President of the Hanover Square Homeowners' Association, Inc.

3. The Articles of Incorporation of Hanover Square Homeowners' Association, Inc. have not
been recorded in the Public Records of Palm Beach County, Florida.

4. A true and correct photocopy of the Articles of Incorporation of Hanover Square
Homeowners' Association, Inc. is attached as Exhibit "A".

5. The Articles of Incorporation of Hanover Square Homeowners' Association, Inc. affects
property in Palm Beach County, Florida legally described as:

All of that real property shown on the Hanover Square Replat Recorded in Plat Book
75, Page 88, and on the Plat of Windy Creek recorded in Plat Book 64, Page 39, all
of the Public Records of Palm Beach County, Florida.

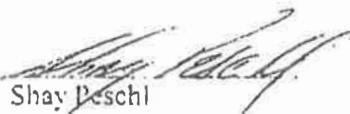
Page 1 of 2
Gelfand & Arpe, P.A.
Regions Financial Tower, Suite 1220, 1555 Palm Beach Lakes Blvd., West Palm Beach, FL 33401-2329
(561) 655-6224

Book17296/Page1800

Page 1 of 8

6. The Hanover Square Homeowners' Association, Inc. is that Association referenced in the Amended and Restated Declaration on Covenants and Restrictions for Hanover Square recorded in Official Records Book 6900 at Page 1151. The Declaration of Covenants and Restrictions for Hanover Square was recorded in Official Records Book 4484 at Page 0084.

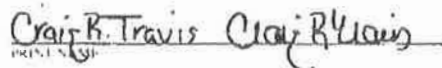
FURTHER AFFIANT SAYETH NAUGHT.


Shay Peschl

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 7th day of June, 2004 by Shay Peschl who is personally known to me or who has produced Florida Drivers Licenses as identification and who did take an oath that the matters contained therein were true and correct.




Notary Public

Notary Public, State of Florida
Serial Number:
My commission expires:

1. SOR 02813A11WIN.001

Page 2 of 2
Gelfand & Arpe, P.A.
Regions Financial Tower, Suite 1220, 1555 Palm Beach Lakes Blvd., West Palm Beach, FL 33401-2329
(561) 655-6224

Book17296/Page1801

Page 2 of 8

ARTICLES OF INCORPORATION

OF

MANOVER SQUARE HOMEOWNERS' ASSOCIATION, INC.

FILED
ENCL-5 PM 4-11-77
REC-11

The undersigned by these Articles hereby form this corporation not for profit under the laws of the State of Florida, pursuant to Chapter 617, Florida Statutes, and certify as follows:

ARTICLE I

NAME

The name of the corporation shall be Manover Square Homeowners' Association, Inc. For convenience, the corporation shall be referred to in this instrument as "the Association."

ARTICLE II

PURPOSES AND POWERS

The Association does not contemplate pecuniary gain or profit to the members thereof. The specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residential lots and Common Properties within that certain Community more particularly described in the Declaration of Covenants and Restrictions of Manover Square (hereinafter "the Declaration of Covenants"), and to promote the health, safety and welfare of the residents within the Community and any additions in order to effectuate these purposes, the Association shall have the power to exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration of Covenants, which powers and privileges include but are not limited to the following:

- (1) to fix, levy, collect and enforce payment by any lawful means all appropriate charges or assessments;
- (2) to pay all expenses incident to the conduct of the business of the Association, including all licenses, taxes and governmental charges levied or imposed against the Common Properties;
- (3) to acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of the Common Properties on behalf of the membership of the Association;

BEYER, HAGA, LEWIS & ALLISON, ATTORNEYS AT LAW, 111 NORTH EAST FIRST STREET, MIAMI, FLORIDA 33132. TEL (305) 363-7671

EXHIBIT A

(4) to borrow money and mortgages, pledge or hypothecate any or all of the Common Properties as security for money borrowed or debts incurred;

(5) to participate in mergers and consolidations with other non-profit corporations organized for the same purposes; and

(6) to have and to exercise any and all powers, rights and privileges which a corporation organized under the Florida Non-Profit Corporation Law may now or hereafter have or exercise.

ARTICLE III

MEMBERSHIP AND VOTING

A. Membership. Every person or entity who is a record owner of any Unit in the Community shall be a member of the Association. The foregoing does not include persons or entities who hold an interest merely as security for the performance of an obligation. Change of membership in the Association shall be established by recording in the Public Records of Palm Beach County, Florida, a deed or other instrument establishing a record title to any Unit in a transferee and the delivery to the Association of a certified copy of such instrument. Upon such delivery, the transferee designated by such instrument shall become a member of the Association and the membership of the transferor shall be terminated.

B. Appurtenance to Unit. The share of a member in the funds and assets of the Association shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.

C. Voting Rights. Subject to Developer's reservation of voting rights in the Declaration of Covenants, each Owner shall be entitled to one vote for each Unit owned. When more than one person holds an interest or interests in any Unit, the vote for such Unit shall be limited to one vote as the owners among themselves determine. The manner of exercising voting rights shall be determined by the By-Laws of the Association.

D. Meetings. The By-Laws shall provide for meetings of the members.

ARTICLE IV

BOARD OF DIRECTORS

A. Membership of Board. The affairs of this Association shall be managed by a Board consisting of the number of Directors determined by the By-Laws, but not fewer than three (3) Directors.

- 2 -

NOTED: LOTS 5 & 6 WITH ATTACHED AT LOT 11 NORTH-EAST FIRST STREET PALM BEACH, FLORIDA 33408 TEL. 306 980 1001

RECORDER'S MEMO: Legibility of document
unsatisfactory when received

C. First Board of Directors. The names and addresses of the persons who shall act in the capacity of Directors until their successors shall be elected and qualified are as follows:

DRAFT LEAD

7700 North Kendall Drive
Suite 309
Miami, FL 33156.

0001 0000

The affairs of the Association shall be administered by the Officers designated in the By-Laws. After the first election of Directors, the Officers shall be elected by the Board at the first Board meeting following the annual meeting. Directors shall serve at the pleasure of the Board. The names and addresses of the officers who shall serve until their successors are designated by the Board are as follows:

Secretary-Treasurer.

ARTICLE VI

INDEMNIFICATION

Every Director and every Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director or Officer of the Association, whether or not he is a Director or Officer of the Association at the time such expenses are incurred, except when the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

ARTICLE VII

BY-LAWS

The first By-Laws of the Association shall be adopted by the Board and may be thereafter altered, amended or rescinded in the manner provided in such By-Laws.

ARTICLE VIII

AMENDMENTS

Amendments to the Articles of Incorporation may be considered at any regular or special meeting of the members and may be adopted in the following manner:

1. Notice of the subject matter of a proposed amendment and of the meeting at which a proposed amendment is considered, and said notice shall be made as required by the By-Laws.
2. A resolution for the adoption of a proposed amendment may be proposed either by the Board or by a majority of the voting members. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that each approval is delivered to the Secretary at or prior to the meeting. Such amendments must be approved by not less than sixty-six (66%) percent of the votes of the voting members.

- 4 -

SMITH, MOORE LEWIS & ALPHEUS, ATTORNEYS AT LAW, 111 NORTHEAST FIRST STREET, MIAMI, FLORIDA 33132 TEL. 305 386 7800

ARTICLE IX

TERM

The term of the Association shall be perpetual.

ARTICLE X

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than seventy-five percent (75%) of the voting members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event that such dedication shall be refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE XI

SUBSCRIBERS

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

EDGAR LEWIS	111 N.E. First Street Miami, Florida 33132
JOHN R. ALLISON, III	111 N.E. First Street Miami, Florida 33132
TERRY V. RAUSER	111 N.E. First Street Miami, Florida 33132

ARTICLE XII

MISCELLANEOUS

A. Developer's Rights. No amendment of these Articles of Incorporation or the By-Laws shall change Developer's rights and privileges set forth in the Declaration of Covenants without Developer's prior written approval so long as Developer owns any Unit.

B. Stock. The Association shall issue no shares of stock of any kind or nature whatsoever.

C. Severability. Invalidity of any one or more of the provisions hereof shall in no way affect any other provisions, which shall remain in full force and effect.

B. The initial registered office of the Association shall be c/o Keith, Wash, Lewis and Allison, 111 N.E. First Street, Miami, FL 33132. The initial registered agent at that address shall be Terry V. Kausser.

IN WITNESS WHEREOF, the subscribers have affixed their signatures this 3 day of December 1984.


EDGAR LEWIS

JOHN R. ALLISON, III

TERRY V. KAUSSEK

STATE OF FLORIDA)
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 3 day of December 1984, by EDGAR LEWIS, JOHN R. ALLISON, III and TERRY V. KAUSSEK.




NOTARY PUBLIC, State of Florida
at Large

My Commission Expires

12/31/86

Having been asked to accept service of process for the above-named corporation at the place designated in these Articles, I hereby agree to act in such capacity and agree to comply with the provisions of all applicable statutes concerning the proper and complete performance of my duties.


TERRY V. KAUSSEK

FILED
DEC 28 - 5 PM 4:15
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

This Instrument Prepared by
and PLEASE RETURN TO:

Shannoya C. Robinson, Esq.
Gelfand & Arpe, P.A.
WILL CALL BOX 58
1555 Palm Beach Lakes Blvd.
Suite 1220
West Palm Beach, Florida 33401-2329
(561) 655-6224

CFN 20040453372
OR BK 17356 PG 1988
RECORDED 08/05/2004 11:28:02
Palm Beach County, Florida
Dorothy H Wilken, Clerk of Court

**FIFTH CERTIFICATE OF AMENDMENT TO THE AMENDED AND RESTATED BYLAWS OF
HANOVER SQUARE HOMEOWNERS' ASSOCIATION, INC.**

THE UNDERSIGNED of HANOVER SQUARE HOMEOWNERS' ASSOCIATION, INC. P.O. Box 6575, Delray Beach, FL 33484 certify that the Amended and Restated Bylaws of Hanover Square Homeowners' Association, Inc. recorded in Official Records Book 6900 at Page 1173 of the Public Records of Palm Beach County, Florida, has been amended and the amendment was duly adopted as an amendment of the Amended and Restated Bylaws of Hanover Square Homeowners' Association, Inc. and affects real property in Palm Beach County, Florida legally described as:

All of that real property shown on the Hanover Square Replat recorded in Plat Book 75, Page 88, and on the Plat of Windy Creek recorded in Plat Book 64, Page 39, all of the Public Records of Palm Beach County, Florida.

The Amended and Restated Declaration of Covenants, Conditions and Restrictions for Hanover Square is Recorded in Official Records Book 6900 at Page 1151 of the Public Records of Palm Beach County, Florida. The original Declaration of Covenants and Restrictions for Hanover Square was recorded in Official Records Book 4484 at Page 0084 of the Public Records of Palm Beach County, Florida.

WHEREAS, the Board of Directors held a meeting in July 2004 and approved unanimously a motion to amend the Association's Rules and Regulations to rescind all of the changes to Schedule A and Schedule B of the Bylaws as the changes are set forth in the Third Amendment to Amended and Restated Bylaws of Hanover Square Homeowners' Association, Inc. The Affidavit of Scrivener's Error Concerning Third Amendment to Amended and Restated Bylaws of Hanover Square Homeowners' Association, Inc. is attached as Exhibit "A."

Dated this ✓ day of July 2004.

Witnessed by:

Signature here:

Print name here:

Signature here:

Print name here:

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

Hanover Square Homeowners' Association, Inc.

By:

Shay Peschl, President

By:

Adele Russell, Secretary

The foregoing instrument was acknowledged before me this 24th day of July 2004 by Shay Peschl and Adele Russell, the President and Secretary, respectively of Hanover Square Homeowners' Association, Inc., who are personally known to me or whose identity is evidenced by FL Drivers License as identification and who did not take an oath.

Signature here:

Print name here:

Craig R. Travis
Notary Public, State of Florida
Serial Number:
My commission expires:

**EXHIBIT "A" TO THE FIFTH CERTIFICATE OF AMENDMENT
TO THE AMENDED AND RESTATED BYLAWS OF
HANOVER SQUARE HOMEOWNERS' ASSOCIATION, INC.**

**AFFIDAVIT OF SCRIVENER'S ERROR CONCERNING THIRD AMENDMENT TO
AMENDED AND RESTATED BYLAWS OF HANOVER SQUARE HOMEOWNERS'
ASSOCIATION, INC.**

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

BEFORE ME, the undersigned authority, personally appeared Jake Epperson who, being duly sworn, deposes and says:

1. My name is Jake Epperson. I am over the age of eighteen. This affidavit is made from my personal knowledge.
2. I was the President for Hanover Square Homeowners' Association, Inc. in 2001.
3. In my capacity as President, I executed the Third Amendment to Amended and Restated Bylaws of Hanover Square Homeowners' Association, Inc. ("Third Amendment").
4. The Third Amendment can be found in Official Records Book 13306 at Page 0696 of the Public Records of Palm Beach County, Florida.
5. Page 11 of the Third Amendment states that the instrument was executed pursuant to the vote of a majority of the lot owners present at a duly called annual meeting held on June 25, 1997, at which a quorum was present. This statement contains a scrivener's error because the lot owners did not vote or approve the execution of the instrument.

6. A majority of the Board of Directors present at a duly called Board meeting held in 2001 voted to approve the Rules and Regulations included in the Third Amendment.

7. The Third Amendment was prepared without the aid of counsel.

FURTHER AFFIANT SAYETH NAUGHT.

John W. Epp

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 24th day of July 2004 by , who is personally known to me or who has produced FL Drivers License as identification and who did take an oath that the matters contained therein were true and correct.



F:\SCR\02813\Bhtent.wpd

PRINT NAME: *Craig R. Travis*
Notary Public, State of Florida
Serial Number:
My commission expires:



This Instrument Prepared by and
PLEASE RETURN TO:

Hanover Square Homeowners
Association, Inc., President

✓ P.O. Box 6575- 4710 N.W. 1st Ct
Delray Beach, Florida 33445
(561)274-4040

CFN 20060313214
OR BK 20390 PG 1184
RECORDED 05/25/2006 16:58:19
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1184 - 1196; (13pgs)

SIXTH CERTIFICATE OF AMENDMENT TO THE AMENDED AND RESTATED BYLAWS OF
HANOVER SQUARE HOMEOWNERS' ASSOCIATION, INC.

THE UNDERSIGNED of HANOVER SQUARE HOMEOWNERS' ASSOCIATION, INC., P.O. Box 6575, Delray Beach, FL 33484 certifies that the Amended and Restated Bylaws of Hanover Square Homeowners' Association, Inc. recorded in Official Records Book 6900 at Page 1173 of the Public Records of Palm Beach County, Florida, has been amended as set forth in Exhibits "A & B" attached hereto. The Amended and Restated Bylaws of Hanover Square Homeowners' Association, Inc. affects real property legally described as:

All of that real property shown on the Hanover Square Replat Recorded in Plat Book 75, Page 88, and on the Plat of Windy Creek recorded in Plat Book 64, Page 39, all of the Public Records of Palm Beach County, Florida

The Amendments in Exhibit "A & B" were duly adopted as an Amendment to the Bylaws. The Amended and Restated Declaration on Covenants, Conditions and Restrictions for Hanover Square was recorded in Official Records Book 6900 at Page 1151. The Declaration of Covenants and Restrictions for Hanover Square, was recorded in Official Records Book 4484 at Page 0084.

WHEREAS, the Board of Directors held a meeting May 10, 2006 and approved unanimously a motion to amend the Association's Rules and Regulations and Architectural Rules and Regulations as attached as Exhibits "A & B".

Dated this 16 day of May, 2006

Witnessed by:

Signature here Samantha Meggison

Print name here Samantha Meggison

Signature here Kristi Pippin

Print name here Kristi Pippin

Hanover Square Homeowners' Association, Inc.

By: Shay Peschl
Shay Peschl, President

By: Adele Russell
Adele Russell, Secretary

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 16 day of May, 2006 by Shay Peschl and Adele Russell, the President and Secretary, respectively of Hanover Square Homeowners' Association, Inc., who are personally known to me or who have produced _____ as identification and who did not take an oath.

Signature here Paul S. Pietras

Print name here PAUL S. PIETRAS

Notary Public, State of Florida
Serial Number:
My commission expires:

NOTARY PUBLIC-STATE OF FLORIDA
Paul S. Pietras
Commission # DD428175
Expires: JUNE 25, 2009
Bonded Thru Atlantic Bonding Co., Inc.

INDEX
5/2006
SCHEDULE "A"
RULES AND REGULATIONS OF THE
HANOVER SQUARE HOMEOWNERS ASSOCIATION, INC.

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SCHEDULE "A"
HANOVER SQUARE HOMEOWNERS' ASSOCIATION, INC.
RULES AND REGULATIONS

All residents, guests, agents, and invitees (herein called "persons") shall be governed by the obligations and duties set forth in Hanover Square Homeowners' Association, Inc., Articles of Incorporation, the By-Laws, the Declaration, and any amendments thereto and these following Rules and Regulations:

Section 1 LOT USE:

Each person must use his Lot and all common areas in a manner that does not interfere with the safety and peaceful enjoyment, disturb or become a nuisance to or cause injury to others or to the reputation of the Association.

Section 2 PETS:

2.1 Pet owners must have control of their pets at all times.

2.2 All pets shall be walked on a leash when outside of a fenced in area. Fenced in areas shall fully contain the pets within the boundaries of the homeowners property and all fences walls, latches and gates shall be properly maintained to ensure full compliance.

2.3 Any solid animal waste shall be immediately picked up and removed properly, and shall not be deposited on or within common areas.

2.4 Each Pet owner is financially responsible for any property damage, personal injury, or disturbance, which their pet may cause or inflict and agrees to indemnify the Association and hold the Association harmless against any loss or liability of any kind what so ever arising from or growing out of his/her having any animal in the community.

2.5 If any pet becomes an annoyance to the Homeowner or surrounding Homeowners, by barking, disturbing the peace or otherwise, the owner shall cause the problem to be corrected. If the problem is not corrected satisfactorily, the owner, upon written notice from the Association shall be required to remove the animal from within the Associations jurisdiction.

Section 3 GARBAGE, BULK TRASH, HURRICANE DEBRIS :

3.1 All persons must put all garbage and trash in closed receptacles, closed bags or other suitable, sanitary closed containers designated for this purpose. Proper containers may be placed curbside in front of the home, the evening prior to the scheduled trash pickup, but no earlier than 5:00 P.M. Trash in sealed plastic bags may only be placed at curbside in front of the home, on the morning of the scheduled trash pickup date. All County waste regulations are to be followed.

3.2 Other bulk trash, such as tree limbs, grass or hedge clippings and other waste materials shall only be placed curb side in front of the home, prior to the scheduled bulk trash pickup date, but not sooner than three (3) days prior to the scheduled bulk pickup. No trash or debris shall be placed on or along 41st Avenue other than Hurricane or Tropical Storm debris for County bulk removal. Homeowners shall comply with broadcasted Hurricane pick up instructions. Failure to comply with this rule will result in the Lot owner(s) being billed for the removal of the trash and any necessary sod and or common sprinkler repair or replacement.

3.3 All other trash, including hazardous waste, shall be taken promptly to the proper County waste facility and shall not remain on any lot or any common area. Failure to comply with this rule will result in the Lot owner's being billed for the removal of the trash.

3.4 All trash containers shall be removed from curbside pickup, by the evening on the day of collection and stored out of sight from the front of the home and roadways.

Section 4 SIGNS:

4.1 No sign, display, poster, advertisement, notice, or any other lettering shall be exhibited, inscribed, painted or affixed on the lot or home or any element of the Common areas without the prior written approval of the Architectural Review Board. Without limiting the Board's authority to approve or disapprove any signage in accordance with the preceding sentence, the Board may approve only one sign of any type displayed on the exterior of any home. The sign must be no larger than a total of 94 square inches, and must be mounted on a five foot high stake in the front yard of the lot. It must be at least five feet from the road. Real estate approved signs are acceptable. No homeowner shall display any personal signage (i.e. garage sale, auto for sale), on common area grounds.

Section 5 FOREIGN OBJECTS:

5.1 All objects, foreign to the architectural exterior of the home, must be kept out of sight of the front of the home. Objects including; without limitations: Inoperative motor vehicles or parts hereof, clothes hanging devices and antennas commercial vehicles, mopeds, motorcycles, boats, trailers, campers, trucks (except non-commercial vans and pickup trucks) and motor homes shall be kept behind a fenced area and screened from view on four sides.

5.2 Boats, trailers, and recreational vehicles may be temporarily parked in the driveway of a home for a period of no longer than 24 consecutive hours preparing for use and or transport.

5.3 During periods of a Hurricane Watch or Warning, items 5.1 and 5.2 shall be suspended until 24 hours after the Watch or Warning has been officially lifted.

Section 6 PARKING:

6.1 Parking shall be allowed only on an owner's driveway on his lot, and shall not block a sidewalk and, only if necessary, on the street. No vehicles may park on 41st Avenue for more than 3 hours and only if necessary for a party or function. No parking is allowed on the grass areas. Any damages and required repairs to the grass or sprinkler systems caused by such parking shall be the responsibility and liability of the homeowner.

6.2 Overnight parking at the pool shall be reserved exclusively for short term guests of homeowners, not to exceed 14 days in each calendar month and not for the homeowner's personal use. Such overnight parking shall be allowed only during the hours when the pool is closed and the owner shall assume all liability thereof.

6.3 Illegally parked and unauthorized vehicles parked on the grass or the street and not in compliance with the above Rules, will be towed at the owner's expense after notification from the Association.

6.4 Parking on the street, in compliance with Section 6.1, shall be done in such a manner so as not to restrict the access of emergency vehicles, service vehicles, and to impede or prevent ready ingress or egress to another Resident's driveway. Parking may not restrict the view of road signage. Vehicles parked on the street must be parked with the directional flow of traffic.

Section 7 PROPERTY ALTERATIONS:

7.1 All alterations to the exterior of any unit or building in accordance with these Rules and the A.R.B. Schedule "B" shall not be done without prior written approval from the Architectural Review Board and the Board of Directors of the Association. Failure to comply with this rule and to receive the Associations approval may cause and require the homeowner to remove or restore the alteration(s) to its original state at the homeowners' expense.

Section 8 RECREATIONAL AREAS:

8.1 With respect to the recreational areas, pool and common areas, all homeowners, family members, guests, invitee and tenants shall obey the posted rules and regulations and all homeowners shall be held responsible for the actions and conduct of their family members, guests, invitee(s) and tenants, decorum, good conduct, cleanliness. Safety shall be observed at all times and will be strictly enforced.

8.2 Any damage to the recreational or common areas or any equipment thereon, caused by the homeowner, family member, guest, invitee or tenant, shall be repaired or replaced at the expense of the homeowner.

8.3 Each person who uses the recreational and other common areas does so at their own risk. Persons using the recreational areas must leave the areas in a clean condition.

8.4 Wheelchairs and baby strollers shall be the only wheeled vehicles allowed in the recreational areas. This includes the tennis courts and pool areas.

8.5 The Homeowner, his/her family, guests, invitees and tenant shall hold harmless the Association, residents and agents from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him/her/them resulting there from. And/or from any act, omission, misconduct, negligence or loss of personal property sustained or incurred not addressed within these Rules and Regulations, Declaration, By Laws or Posted rules.

8.6 Children under the age of 16 must have adult supervision while using the pool, recreational facilities and all common areas of the Association. Children must be toilet trained to use the pool. Children wearing diapers are NOT permitted in the pool for health reasons.

Section 9 LEASES:

9.1 All leases shall provide for a minimum term of ONE year and must be in writing. The homeowner must provide the Association with a copy of all executed leases and required accompanying documents in their entirety. No home may be sub-let without prior notification to the Associations.

9.2 The unit owner (lessor) of a leased home shall be jointly and severally liable with his or her tenant for compliance with the Governing Documents and these Rules and Regulations. They shall be jointly and severally liable to the Association to pay all the Association Assessments and/or any open claim for injury or damages to persons or property caused by the acts or omissions of the tenants, guest or invitees, contractors and/or those for whom the Owner is responsible.

9.3 All leases, or a written and signed statement attached to the lease, shall provide that the Association shall have the right to terminate the lease upon the tenant's failure to observe any provisions of the Associations Governing Documents and these Rules and Regulations. The Owner (lessor) must provide the tenant with a copy of the Associations Declaration, Articles of Incorporation, By-Laws and Rules and Regulations and the lease must include an attached signed letter that the tenant has read these documents and agrees to abide by them.

9.4 The unit owner assumes full financial responsibility for his tenant's, guests, invitee's, contractors and laborers damage to any of the Common Areas.

Section 10. DSS type mini dishes are permitted, which are in conformance with Section 8, as amended, of Schedule B of the Rules and Regulations. No antennae, aerals or ham radios shall be placed or erected on any lot, home or common property except to the extent applicable law requires the Association to permit such devise. In such event, will be deemed an Alteration and subject to the Rules & Regulations of the Association.

Section 11. Notice must be given promptly by homeowner to the Board of Directors of the Association whenever title passes to a new homeowner. The homeowner transferring or selling the property must provide the new homeowner with a copy of the Association Declaration, Articles of Incorporation, By-Laws and Rules and Regulations, coupon book and appropriate common property keys. The seller or new owner must provide the Association with a copy of the new homeowners Warranty Deed.

Section 12 VEHICLES:

12.1 All vehicles shall observe the posted speed limit and stop signs.

12.2 The operation of powered recreational vehicles and classes of golf carts, ATVs or any other vehicles which are not able to be licensed or registered on the streets is a privilege to homeowners, and may be exercised only by a duly licensed motor vehicle operator. Operators of such vehicles may not operate any such vehicle while in an intoxicated condition. Operators must obey all traffic signs and may not make excessive noise, blow horns, whistles or the like which shall disturb the residents. Vehicles must have headlights and tail lights for night time operation. Vehicles may only be driven on roadways and not on common property or grasses and must maintain all original safety equipment as provided by the manufacture and wind shields as required after July 2002. Operators must operate the vehicles in a manner safe to themselves, passengers and the community and shall not hang off or out of the vehicles while in motion or be a cause of nuisance to the residents and or the community. Abuse, Violation or Violator of these privileges may be cause for the Association Board to amend or withdraw approval for the use and operation of the vehicle or *all* such type of vehicles within the community.

12.3 During the operation of golf carts, golf cart type, gas powered and unregistered vehicles, Homeowners, their guest, tenants or invitees shall be held responsible and assume full risks and liability's for any damages to persons or property, including but not limited to, common areas, as a result of the operation of the vehicles. Homeowners', guest, tenants and invitees agree to hold harmless what so ever the Association from their acts in the operation of the vehicles.

12.4 Any minor operating a battery powered or gas powered toy vehicle or radio controlled device must do so under the direct supervision of an adult and at their own risk.

Section 13 Construction:

13.1 Construction vehicles shall be allowed entry to the community only after approval of a project by the Architectural Review Board and the Board of Directors, the issuance of a valid certificate of liability insurance to the Association and any other documentation as may be required by the Boards, all applicable laws, zoning ordinances and regulations.

13.2 No construction or maintenance work shall be allowed prior to 8:00 AM and all workers must leave the community by 6:00 PM.

13.3 No contracted or hired, disrupting or excessively noisy construction work, except for emergency maintenance or repair, shall be conducted on Sundays, and the following holidays: Thanksgiving, Christmas Day, New Years Day, Labor Day and Independence Day.

13.4 No family members or guests of construction workers or maintenance and repair workers shall be permitted on the construction site unless they are engaged in the work being done in an official capacity.

13.5 Construction debris shall be placed in an appropriate container located on the homeowner's driveway. New construction materials shall be placed on the homeowner's property pending commencement of the construction project not to exceed 7 days prior to its use and shall be removed or soundly secured in the event of a Hurricane Warning. All risks and liability shall be born by the owner for damage(s) caused by the materials and debris. All sidewalks, easements, swales and roadways shall be left broom clean and undamaged at the end of each construction day. All obstructions to the above areas must be cleared as soon as reasonably possible.

13.6 Construction, maintenance and other personnel serving the community shall observe all Rules and Regulations of the community and conduct themselves in a professional manner at all times.

13.7 Homeowners shall be held fully liable and responsible for personnel, contractors and laborers that perform services for any purpose involving the homeowner's home and property and shall ensure that such personnel comply with Governing Documents and the Rules and Regulations of the community.

Section 14 Conflicts with Other Documents & Waivers:

It is not intended that the Rules & Regulations shall amend any other governing document. In the case of any apparent conflict between these Rules & Regulations and the Declaration, the provisions of the latter shall govern. Any waiver by the Board of the Rules & Regulations and/or consents or approvals may be altered or reversed by the Board at any time and shall apply only to the individual or situation which led to its adoption and not be considered to set a precedent.

The Board reserves the right to amend, clarify or add to these Rules & Regulations at any time, by majority vote of the Board of Directors at a duly called and noticed meeting.

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5/2006

SCHEDULE "B" **RULES AND REGULATIONS OF THE** **ARCHITECTURAL REVIEW BOARD OF** **HANOVER SQUARE HOMEOWNERS ASSOCIATION, INC.**

Item:

- 1. Construction of structure or improvements**
- 2. Exterior changes**
- 3. Play structures, Basketball hoops**
- 4. Walls, construction, wood and chain link fencing**
- 5. Air conditioners and window fans**
- 6. Mailboxes**
- 7. Lawns, landscaping, trees, maintenance and trimming**
- 8. DDS Dish receivers and Antenna**
- 9. House colors, changes and approvals**
- 10. Awnings, types, installation and maintenance**
- 11. Roofs, materials and maintenance**
- 12. Driveways, changes and maintenance**
- 13. Lighting fixtures**
- 14. Enforcement Notice and remedy**

SCHEDULE "B"
RULES AND REGULATIONS OF THE
ARCHITECTURAL REVIEW BOARD OF
HANOVER SQUARE HOMEOWNERS ASSOCIATION, INC.

1. Any Owner who desires to construct an improvement or structure or make an exterior alteration, other than maintenance to or alterations to the units landscaping, shall be forwarded to the Board of Directors for approval, execution, or investigations. The unit owner shall submit two (2) complete sets of all plans and specifications on the provided request form(s) and samples (i.e. paint chips, tiles, etc.) of proposed building materials and colors to the Architectural Review Board and Board of Directors. Additional documentation may be required and must be submitted to the Board of Directors upon their written request prior to the Board's approval. One set will be returned to the homeowner with a copy of the Board's decision and within 30 days of the Board's receipt. All work thereafter shall adhere to the Associations Rules and Regulations and Local Government Requirements and Codes and shall be completed in a timely manner.
2. Exterior changes shall be compatible with the original building theme adopted by the Developer unless otherwise approved.
3. All fixed and portable play structures shall be located behind the residence constructed on the lots. Mobil basketball hoops may remain in front of the unit owner's home and may not obstruct the flow of traffic. All such fixtures shall be maintained in good repair or must be immediately removed or disposed of upon the written request of the Architectural Review Board and the Board of Directors.
4. All walls located in the front yard of a lot shall be either concrete block or wood framed with a stucco finish and in accordance with the design of the house. All front fencing shall not be greater than six (6) feet in height and rear fencing not greater than eight (8) feet in height and must be well maintained.
 - 4.1 Wood fencing (shadow box style) shall have a natural, clear varnish, brown, white, or redwood finish. The finish must continue the length of the fence. All wood fencing shall be maintained in complete, upright good repair or be removed at the owners expense.
 - 4.2 Vinyl coated cyclone fences in front of the unit must have hedges placed on the immediate exterior of the fence along its length and interior of the fence along its entire length on the sides and back of the unit. Hedges are to be trimmed to a minimum height of the top edge of the fence, and must conceal its presence.
 - 4.3 Simulated wood fencing (PVC) may be either white or brown in color.

5. No window or wall air conditioning or window mounted fan units are permitted with the exception of kitchen exhaust fans. Exceptions shall be made to this rule during extended power outages.
6. All mailboxes or receptacles for the delivery of newspapers, magazines, or mail shall be in accordance with the regulations established by the United States Postal Service. All mailboxes shall be maintained in good working order and physical condition and may not adversely affect the visual surrounding environment.
7. All lawns must be fully landscaped and properly watered to prevent the proliferation of weeds and dead grass. All areas of dead grass must be either re-seeded or re-sodden at the expense of the homeowner, other than the common areas which are the responsibility of the Association. Grass damaged within the homeowners easements by causes of the homeowner must be re-sod at the expense of the homeowner. The homeowner shall properly maintain all shrubbery and landscaping that is not the responsibility of the Association. All trees in front lots of homes shall be maintained and kept well trimmed and kept cut away from the community street lighting by the homeowner. Trees that extend beyond the boundaries of the homeowner's lot shall be trimmed to allow uninhibited passage of any vehicle. All hedges, walls or fences may not exceed six (6) feet in height in front of side street yards, and those in interior side or rear yards shall not exceed eight (8) feet in height, and must be maintained or trimmed so as not to interfere with sidewalks, traffic, neighbors yards or common community property.
8. Antennas and Dish style satellite receivers (DSS) shall be no larger than 18" in diameter, and must not be immediately visible from the road if the signal can be obtained in a non visible location first.
9. The Architectural Review Board and the Board of Directors must approve any change of color of a home. The color of paint of each home must be done in an aesthetically pleasing manner as to maintain uniformity within the existing colors in the neighborhood and neighbors. Painted exteriors must be maintained in good visible condition.
10. Awnings, Canvas materials or otherwise and decorative shutters shall be permitted on house openings and walkways that are visible from the street upon approval of the Board. All materials shall be maintained in good visible repair and condition and shall be repaired, removed or replaced upon written notification from the Architectural Review Board and the Board of Directors. Metal scalloped or claim shell type collapsible awnings shall not be permitted on the front exterior of a home.
11. Roofs must be maintained and kept clean, and must not have large areas of mildew visible from the street. All roofs needing repair or replacement shall be re-roofed constant with the neighborhood and Developers concept. Asphalt tile material roofs are not permitted.

12. Driveways that are of concrete material shall be well maintained and free from extensive cracks or stains (i.e. oil, grease, rust and mildew). Refinishing of the original surface shall be subject to the approval of the Architectural Review Board and the Board of Directors, and must be well maintained. Asphalt driveways shall be properly maintained and free of extensive cracks and deterioration. All concrete walkways which are part of and in front of the home, shall be well maintained and free of extensive staining or cracks.
13. All exterior fixtures (i.e. lampposts and house lights) shall be well maintained and in good working order.
14. Unapproved changes and or non-compliance with the stated Architectural Review Board and the Associations Rules and Regulations may be cause, upon demand, for the homeowner to immediately make the necessary changes for compliance. After notification, non-compliance shall be cause to have the Architectural Review Board and the Board of Directors make the necessary conforming changes. A lien shall be filed against the homeowners property for the recovery of such expenses and all fees incurred by the Association for the correction.



CFN 20110338071
OR BK 24736 PG 0058
RECORDED 09/09/2011 15:36:33
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0058 - 69; (12pgs)

This instrument was prepared by:
PETER C. MOLLENGARDEN, ESQUIRE
Rosenbaum Mollengarden Janssen & Siracusa
250 S. Australian Avenue - 5th Floor
West Palm Beach, FL 33401
(W-C 195)

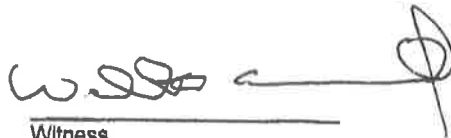
**SEVENTH CERTIFICATE OF AMENDMENT TO THE AMENDED AND RESTATED BYLAWS OF
HANOVER SQUARE HOMEOWNERS' ASSOCIATION, INC.**

THE UNDERSIGNED of HANOVER SQUARE HOMEOWNERS' ASSOCIATION, INC., d/b/a WINDY CREEK HOMEOWNERS ASSOCIATION, INC. certifies that the Amended and Restated Bylaws of Hanover Square Homeowners' Association, Inc. recorded in Official Records Book 6900 at Page 1173 of the Public Records of Palm Beach County, Florida, has been amended by replacing Exhibits "A & B" thereto in their entirety with Exhibits "A & B" attached hereto. The Amended and Restated Bylaws of Hanover Square Homeowners' Association, Inc. affects real property legally described as:

All of that real property shown on the Hanover Square Replat Recorded in Plat Book 75, Page 88, and on the Plat of Windy Creek recorded in Plat Book 64, Page 39, all of the Public Records of Palm Beach County, Florida.

WHEREAS, The amended Exhibits "A & B" attached hereto were duly adopted as an Amendment to the Bylaws. The Amended and Restated Declaration of Covenants, Conditions and Restrictions for Hanover Square was recorded in Official Records Book 6900 at Page 1151. The original Declaration of Covenants and Restrictions for Hanover Square, was recorded in Official Records Book 4484 at Page 0084.

WHEREAS, the Board of Directors held a meeting July 27, 2011, for which notice was provided to the membership of the Association in accordance with the Amended and Restated Bylaws and Chapter 720, Florida Statutes, and approved a motion to amend the Association's Rules and Regulations and Architectural Rules and Regulations in their entirety as attached as Exhibits "A & B" hereto.



Witness

Walter Corbett
(PRINT NAME)

Witness

Scott Reid
(PRINT NAME)

HANOVER SQUARE HOMEOWNERS' ASSOCIATION, INC.
d/b/a WINDY CREEK HOMEOWNERS ASSOCIATION, INC.

By: Don Binette
President

Attest: Sue Corey
Treasurer - Secretary
Sue Corey

STATE OF FLORIDA:
COUNTY OF PALM BEACH:

The foregoing instrument was acknowledged before me this 1st day of September, 2011, by Don Binette and Sue Corey, as President and Secretary, respectively, of Hanover Square Homeowners' Association, Inc., a Florida not-for-profit corporation d/b/a Windy Creek Homeowners Association, Inc., on behalf of the corporation. They are personally known to me, or have produced _____ as identification and did take an oath.



21F6313

W. Keith Grant (Signature)
W. Keith Grant (Print Name)
Notary Public, State of Florida at Large

WINDYCREEK HOA

EXHIBIT "A" August/2011

Rules and Regulations

All lot owners, residents, renters, guests, agents and invitees (herein called "Persons") of any lot shall be governed by the obligations and duties set forth in the Windycreek H.O.A., Inc. (the "HOA"), Declaration, Articles of Incorporation, Bylaws, and any amendments thereto and these following Rules and Regulations (herein sometimes collectively referred to as the "Governing Documents").

Section 1: LOT USE: Fine imposed (Fine of \$100 per violation or such greater amount allowed by law. The Association may impose fines of up to one hundred dollars (\$100.00) per day for a continuing violation up to one thousand dollars (\$1,000.00), or such greater amount allowed by the Governing Documents or by law, as applicable, from time to time.) Section 720.305, Florida Statutes

Each person must use their Lot and all common areas, for single family residential use only, in a manner that does not interfere with the safety or peaceful use and enjoyment of any owner or resident of a lot, and does not otherwise disturb, annoy or become a nuisance, or cause any injury to others or to the reputation of the HOA.

Section 2: PETS: Fine imposed (Fine of \$100 per violation or such greater amount allowed by law. The Association may impose fines of up to one hundred dollars (\$100.00) per day for a continuing violation up to one thousand dollars (\$1,000.00), or such greater amount allowed by the Governing Documents or by law, as applicable, from time to time.) Section 720.305, Florida Statutes

2.1: Pet owners must have control of their pets at all times.

2.2: All pets must be walked on a leash when outside of a fenced in area. Fenced in areas shall fully contain the pets within the boundaries of the homeowner's property and all fences, walls, latches and gates shall be properly maintained to ensure full compliance with this provision.

2.3: Any solid animal waste shall be immediately picked up and removed properly, and shall not be deposited on or within common areas.

2.4: Each pet owner is financially responsible for any property damage, personal injury, or disturbance which their pet may cause or inflict and agrees to indemnify the HOA and hold the HOA harmless against any damage, injury, expense, claim, loss or liability of any kind whatsoever arising from or growing out of his/her having any animal in the community.

2.5: If any pet becomes an annoyance to the HOA or any Persons by barking, disturbing the peace, aggression, or otherwise, the owner shall cause the problem to be corrected immediately. If the problem is not corrected satisfactorily, the owner, upon written notice from the HOA shall be required to remove the animal from within the HOA jurisdiction. Persons' are expected to control, or if necessary, temporarily or permanently (as determined by the Board of Directors of the HOA) remove any domestic pet which makes frequent, repetitive or continuous sounds which disturb or interfere with the peace and comfort of any other Persons (as determined by the Board of Directors of the HOA).

2.6: Pets that tend to have an aggressive nature or display aggressive outbursts or behavior when unprovoked shall be subject to confinement or removal at the request of the Board of Directors of the HOA (herein sometimes referred to as the "BOD").

Section 3: Garbage, Bulk Trash, Recycle, and Hurricane debris: Fine imposed (Fine of \$100 per violation or such greater amount allowed by law. The Association may impose fines of up to one hundred dollars (\$100.00) per day for a continuing violation up to one thousand dollars (\$1,000.00), or such greater amount allowed by the Governing Documents or by law, as applicable, from time to time.) Section 720.305, Florida Statutes

3.1: All persons' must put household garbage in receptacles provided by the City of Delray Beach, and receptacles must not be put at curbside earlier than 5:00 PM the evening before the scheduled day of pickup. All City of Delray Beach waste regulations are to be followed and any non compliance will be reported to code enforcement.

3.2: All bulk trash shall only be placed curbside in front of the homeowners' lot line and no earlier than 5 PM the night prior to bulk pickup. (In the event of a hurricane or other severe weather, the homeowner is responsible to remove and secure the bulk trash immediately).

3.3: No garbage, trash or bulk trash shall be left on 41st Ave. Zero tolerance

3.4: All trash receptacles and leftover loose debris shall be removed from curbside pickup the day of collection and stored out of sight from the front of the home and roadways.

Section 4: Signs: Fine Imposed (Fine of \$100 per violation or such greater amount allowed by law. The Association may impose fines of up to one hundred dollars (\$100.00) per day for a continuing violation up to one thousand dollars (\$1,000.00), or such greater amount allowed by the Governing Documents or by law, as applicable, from time to time.) Section 720.305, Florida Statutes

4.1: No sign other than a single Real Estate sign approved by the Board of Directors prior to display thereof is permitted on any common area, street or lot.

Section 5: Vehicles: The following guidelines shall apply with regard to permitted and prohibited vehicles: Fine imposed (Fine of \$100 per violation or such greater amount allowed by law. The Association may impose fines of up to one hundred dollars (\$100.00) per day for a continuing violation up to one thousand dollars (\$1,000.00), or such greater amount allowed by the Governing Documents or by law, as applicable, from time to time.) Section 720.305, Florida Statutes

5.1: Registered, insured and operational automobiles, Motorcycles, Police automobiles, Pickup trucks, or Vans are allowed in the driveway.

5.2: Boats, Trailers, RV's, Semi Tractors or Tractor Trailers, Buses, Commercial Vehicles, Limousines, Golf carts, or any similar vehicles and/or any other vehicles not mentioned in section 5.1 are not allowed in Windycreek.

5.3: While engaged in making deliveries or service calls, prohibited trucks and commercial vehicles may be temporarily parked on the street of the lot being serviced. Contractors or vendors hired or retained by the Association or a Homeowner to provide maintenance or other services may park their vehicles within the community and/or street while performing such maintenance or services but they must be clearly marked for service.

5.4: The Board may adopt and amend additional rules and regulations regarding the issuance and display of decals to identify dwelling unit owners', tenants' or guests' vehicles and to otherwise regulate, consistent with the provisions of these Rules and Regulations and the Declaration, parking by dwelling unit owners, tenants, guests, licensees, invitees, employees, agents or contractors.

Section 6: Parking: Fine imposed (Fine of \$100 per violation or such greater amount allowed by law. The Association may impose fines of up to one hundred dollars (\$100.00) per day for a continuing violation up to one thousand dollars (\$1,000.00), or such greater amount allowed by the Governing Documents or by law, as applicable, from time to time.) Section 720.305, Florida Statutes

6.1: Subject to the provisions of Section 5 above, vehicles must be parked in the driveway or garage on a lot and shall not block **sidewalks and/or any easement**. No vehicle shall be parked on the **streets, grass, or sidewalk at anytime**. Any offending vehicle will be towed and removed from the property at vehicle owners' or operator's expense.

6.2: Parking at the pool and tennis courts is limited to those using such facilities, provided, however, other Persons' will be permitted to occasionally use such parking areas when necessary on a short term (**but in no event overnight from 11:00 pm to 6:00 am**) basis, provided, however, if the Board, or its authorized designee or agent, determines in its sole and absolute discretion that any owner (or the owners' family members, guests, lessees or invitees) is abusing such short term parking privilege the lot owner will be notified, in writing, by the Association and any subsequent use of the parking area by such owner or his or her family member(s), guest(s), lessee(s) or invitee(s) (other than for using the pool or tennis courts) will result in the Persons' vehicle being towed and the Association may exercise all other remedies available.

Overnight parking available at the Hamlet strip plaza if needed, see the WindycreekHOA.com website for more info.

6.3: All vehicles parked on the common areas 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.

Section 7: Property alterations: Fine imposed (Fine of \$100 per violation or such greater amount allowed by law. The Association may impose fines of up to one hundred dollars (\$100.00) per day for a continuing violation up to one thousand dollars (\$1,000.00), or such greater amount allowed by the Governing Documents or by law, as applicable, from time to time.) Section 720.305, Florida Statutes

7.1: All alterations and improvements made to any lot or the exterior of any homeowners' dwelling unit must be in accordance with these rules, the ARB Schedule "B" and the provisions of the Declaration.

7.2: No lot or homeowner shall increase the size of their dwelling unit in any manner other than enclosing any existing patio area with the prior approval of the ARB and in accordance with any criteria or specifications of the ARB.

Section 8: Recreational areas and Use: Fine imposed (Fine of \$100 per violation or such greater amount allowed by law. The Association may impose fines of up to one hundred dollars (\$100.00) per day for a continuing violation up to one thousand dollars (\$1,000.00), or such greater amount allowed by the Governing Documents or by law, as applicable, from time to time.) Section 720.305, Florida Statutes

8.1: With respect to recreational areas, pool and common areas, every homeowners' family members, guests, invitees and tenants shall obey the posted rules and regulations and all homeowners' shall be held responsible for the actions and conduct of their family members, guests, invitees and tenants. Any Persons using such facilities must conduct themselves with proper decorum and cleanliness.

8.2: Any damage to the recreational or common areas, or any equipment thereon, caused by a homeowner or his/her family member, guest, invitee(s) or tenant shall be repaired or replaced at the homeowners' expense.

8.3: All Persons' using the recreational and other common areas does so at their own risk. Person(s) using the recreational areas must leave the area in a clean condition.

8.4: Common areas (Pool and Tennis courts) are for recreational use only and not intended for purpose of lessons or commercial use.

8.5: Pets are not allowed in the pool, on the pool deck, or on the tennis courts.

8.6: Children under the age of 16 must have adult supervision while using the pool, tennis courts, or other recreational areas and all common ground of the HOA. Children must be toilet trained to use the pool. Persons' wearing diapers are NOT permitted in the pool for health reasons.

8.7: No use of fireworks and/or fire crackers or any other such explosive or incendiary item or device is permitted on or within any property within the jurisdiction of the HOA. This is also prohibited by City of Delray Beach ordinance.

Section 9 Purchase and Lease: Fine imposed (Fine of \$100 per violation or such greater amount allowed by law. The Association may impose fines of up to one hundred dollars (\$100.00) per day for a continuing violation up to one thousand dollars (\$1,000.00), or such greater amount allowed by the Governing Documents or by law, as applicable, from time to time.) Section 720.305, Florida Statutes

9.1: New home purchases must have an estoppel performed and a credit, eviction and background check from the HOA at the new homeowners' expense (Fees given at the time of estoppels)

9.2: Notice must be given promptly by the homeowner(s) to the BOD whenever title passes to a new homeowner. The home owner transferring or selling his/hers property must provide the new homeowner(s) with a copy of the Declaration, Articles of incorporation, By-Laws and Rules and Regulations, Monthly assessment payment coupon booklet, and the Pool key. The seller or new owner(s) must provide the HOA with a copy of the new homeowner Deed.

9.3: All homeowners' renting their home for single family use only must have, see instructions below,

- 1- Copy of the lease given to the HOA
- 2- A copy of their renters permit from the City of Delray Beach (Law)
- 3- Must have an eviction, credit and background check done by the HOA. Fee applicable (\$150)

9.4: The unit owner (Lessor) of a leased home shall be jointly and severally liable with his or her tenant for compliance with the Governing Documents and these rules and regulations. They shall be jointly and severally liable to the HOA to pay all the HOA assessments and/or any open claim for injury or damages to persons or property caused by the acts or omission of the tenant, guest, or invitees, contractors and/or those for whom the owner is responsible.

9.5: All leases, or a written and signed statement attached to the lease, shall provide that the HOA shall have the right to terminate the lease upon the tenant's failure to observe any provisions of the HOA, or the Governing Documents. The owner(s) (Lessor), must provide the tenant with a copy of the HOA Declaration, Articles of Incorporation, By-Laws and the Rules and Regulations and the lease must include an attached signed letter that the tenant has read these documents and agrees to abide by them.

9.6: The unit owner(s) assumes full financial responsibility for his tenant's, guest's, invitee's, contractor's and laborer's damage to any of the common area.

Section 10: Dues and Assessments

10.1: All dues and assessment are to be paid by the ^{1st} of the month, if paid after the 10th they will be subject to a late fee of the greater of \$25.00 or 5% of the delinquent assessment (or the delinquent installment of an assessment) or such greater amount allowed by law from time to time.

10.2: NSF or returned checks will be subject to a \$35 NSF charge plus a late fee of the greater of \$25.00 or 5% of the delinquent assessment (or the delinquent installment of an assessment) or such greater amount allowed by law from time to time.

Section 11: Maintenance: Fine imposed (Fine of \$100 per violation or such greater amount allowed by law. The Association may impose fines of up to one hundred dollars (\$100.00) per day for a continuing violation up to one thousand dollars (\$1,000.00), or such greater amount allowed by the Governing Documents or by law, as applicable, from time to time.) Section 720.305, Florida Statutes

11.1: All lot owners' front and back lawns must be kept watered and properly maintained. In the event an owner fails to do so the HOA shall have all remedies available without limitation, including the right to impose or levy fine(s) and the right to maintain, restore or repair the lot, the cost of which shall be added to the assessments levied against the lot and owner by the HOA.

11.2: All front and rear trees and hedges must be properly trimmed and maintained.

11.3: All lot owners' must have an adequate watering system to maintain their lawns.

11.4: All lot owners' must keep roofs & driveways maintained and free of mildew, fungus and dirt

11.5: All lot owners' must keep outside walls of their dwelling maintained and properly painted.

Section 12: Construction: Fine imposed (Fine of \$100 per violation or such greater amount allowed by law. The Association may impose fines of up to one hundred dollars (\$100.00) per day for a continuing violation up to one thousand dollars (\$1,000.00), or such greater amount allowed by the Governing Documents or by law, as applicable, from time to time.) Section 720.305, Florida Statutes

12.1: Construction vehicle(s) shall be allowed entry to the community only after (1) approval of a project by the ARB and the BOD, (2) the HOA has been provided a valid certificate of liability insurance with respect to the contractor(s) being utilized and a copy of all required permits for the project, and (3) the HOA has been provided any other documentation as may be required by the BOD and/or the ARB.

12.2: Except in an emergency, no construction or maintenance work shall be allowed prior to 7:00 AM and all workers must leave the community by 8:00 PM.

12.3: Construction debris shall be placed in appropriate container(s) located on the homeowner's driveway. New construction materials shall be placed on the homeowner's property pending commencement of the construction project not to exceed 7 days prior to its use and shall be removed or soundly secured in the event of a Tropical Storm or Hurricane Warning. All risk and liability shall be borne by the owner(s) for damage(s) caused by any materials and/or debris. All sidewalks, easements, swales and roadways shall be left broom clean and undamaged at the end of each construction day. All obstruction to the above areas must be cleared as soon as reasonably possible.

Section 13: Zero Lot Line: Fine imposed (Fine of \$100 per violation or such greater amount allowed by law. The Association may impose fines of up to one hundred dollars (\$100.00) per day for a continuing violation up to one thousand dollars (\$1,000.00), or such greater amount allowed by the Governing Documents or by law, as applicable, from time to time.) Section 720.305, Florida Statutes

13.1: In light of the fact the lots within Windy Creek are zero lot line, the owners' of such lots are granted an easement and right of access by law and/or these Rules and Regulations over and upon the adjacent lot(s) to the extent reasonably necessary for the maintenance, upkeep and repair of their lots and all improvements situated thereon. After seven days written notice by the lot owner desiring to perform maintenance to the owner of the adjacent lot, such adjacent lot owner may not obstruct or interfere with such right of access (in the event of an emergency no prior notice shall be required). The owner of the lot upon which the maintenance or repair is being performed shall be responsible for any damage caused to an adjacent lot or improvements thereon as a result of such maintenance or repair to the owner's lot and/or home.

Additionally, in the event water runoff from the roof of a home on a zero lot line home is causing damage or disturbance to an adjacent lot or home, as determined by the B.O.D., the owner of such lot/home causing the damage must install gutter(s) of a type, style and color approved or designated by the B.O.D. to address the situation within 14 days of written notice from the B.O.D. Failure to do so shall result in the Association being entitled to hire a contractor to install the gutter(s) and assessing the cost against the subject lot and lot owner, which shall be collectible in the same manner as common expenses levied against the lot and lot owner by the Association pursuant to the Declaration. The Association, or any agent or invitee thereof, shall have a right of access over and upon the subject lot and home to perform the installation of the gutter(s). Subsequent to installation, the lot owner shall be responsible for the maintenance, repair and replacement of the gutter(s). The aforesaid right of the Association to install the gutter(s), and assess the lot and lot owner the cost thereof, shall be in addition to, and not in lieu of, all other remedies available to the Association by law to enforce these Rules and Regulations.

Section 14: Garages: Fine imposed (Fine of \$100 per violation or such greater amount allowed by law. The Association may impose fines of up to one hundred dollars (\$100.00) per day for a continuing violation up to one thousand dollars (\$1,000.00), or such greater amount allowed by the Governing Documents or by law, as applicable, from time to time.) Section 720.305, Florida Statutes

14.1: No garage, public, or commercial sales of any type are permitted in Windycreek.

Section 15: Conflicts with other documents & waivers; Enforcement:

15.1: It is not intended that the Rules and Regulations shall amend any other Governing Documents. In the case of any apparent conflict between these Rules and Regulations and the Declaration, the provisions of the latter shall govern. Any waiver by the BOD of the Rules and Regulations and/or consents or approvals may be altered or reversed by the BOD at any time and shall apply only to the individual or situation which led to its adoption and shall not be considered to set a precedent.

The BOD reserves the right to amend, clarify or add to these Rules and Regulations at any time, by a majority vote of the BOD at a duly called and noticed meeting.

These Rules and Regulations may be enforced by the Association pursuant to all rights and remedies available at law or in equity, including, without limitation, the imposition of fines up to the greatest amount allowed by law from time to time. All remedies available to the Association shall be cumulative, and the use of any remedy shall not preclude the use or exercise of any other remedy available to the Association.

CHAPTER 720.305 EFFECTIVE July 1, 2010 HOMEOWNERS' ASSOCIATIONS For fines

EXHIBIT "B"
Index 8/2011
WINDYCREEK H.O.A.
Rules and Regulations of the Architectural Review Board

ITEMS:

- 1: Construction of structure or improvements.
- 2: Exterior changes.
- 3: Play structures, Basketball hoops.
- 4: Walls, construction, wood and chain link fence.
- 5: Air conditioners and Window fans.
- 6: Mailboxes.
- 7: DDS dish receivers and Antenna's.
- 8: House colors, changes and approvals.
- 9: Awnings, types, installations.
- 10: Enforcement notice and remedy.

SCHEDULE "B"

WINDYCREEK H.O.A.

Rules and Regulations of the Architectural Review Board

- 1: Any owner who desires to construct an improvement or structure or make an exterior alteration, shall submit the following to the A.R.B. for approval: (2) complete sets of all plans and specifications on the provided request form(s) and samples of proposed building materials and colors (i.e. paint chips, tiles etc.). Additional documentation may be required prior to the ARB's decision. One set will be returned to the homeowner with a copy of the decision. If the ARB disapproves you may appeal the decision to the B.O.D pursuant to the procedure set forth in Section 6.03 of the Declaration as amended or renumbered from time to time. All work thereafter shall adhere to the Association's Rules and Regulations and local government requirements and codes and shall be completed in a timely manner. Maintenance and repairs which do not alter or change the exterior appearance of a lot or dwelling are exempt from ARB approval.
- 2: Exterior changes shall be compatible with the original building theme adopted by the developer unless otherwise approved.
- 3: All fixed or portable play structures shall be located behind the residence constructed on the lots. Mobile basketball hoops may remain in front of the unit owner's driveway and may not obstruct the flow of traffic. All such fixtures shall be maintained in good repair or must be immediately removed or disposed of upon the written request of the A.R.B. and/or B.O.D.
- 4: All fence walls located in the front yard of a lot shall be concrete block with a stucco finish and in accordance with the design of the house. All front fencing shall not be greater than 6 feet in height and rear fencing not greater than 8 feet in height and must be well maintained.
- 4.1: Wood fencing (shadow box style) shall have a natural, clear varnish, brown, white, or redwood finish. The finish must continue the length of the fence. All wood fencing shall be maintained in complete and upright good repair or be removed at the owner's expense.
- 4.2: Vinyl coated cyclone fences in front of the home must have hedges placed on the immediate exterior of the fence along its length and interior of the fence along its entire length on the sides and back of the lot. Hedges are to be trimmed to a minimum height of the top edge of the fence, and must conceal its presence.
- 4.3: Simulated wood fencing (PVC) may be either white or brown in color.
- 5: No window or wall air conditioning or window mounted fan units are permitted with the exception of kitchen exhaust fans. Exceptions shall be made to this rule during extended power outage.
- 6: All mailboxes or receptacles for the delivery of newspapers, magazines and/or mail shall be in accordance with the regulations established by the United States Postal Service. All mailboxes must be maintained in good working order and physical condition and may not adversely affect the visual surrounding environment.

7. Antennas and Dish style satellite receivers (DSS) shall be no larger than one meter in diameter, and must not be immediately visible from the road if the signal can be obtained in a non visible location.

8: The A.R.B. and/or B.O.D. must approve any change of the exterior color of a home. The color(s) of paint of each home must be done in an aesthetically pleasing manner as to maintain uniformity and consistency with the existing colors in the neighborhood and neighboring homes and improvements. Painted exteriors must be maintained in good visible condition.

9: Awnings made of canvas materials or otherwise and decorative shutters shall be permitted on house openings and walkways that are visible from the street upon approval of the ARB. All materials shall be maintained in good visible repair and condition and shall be repaired, removed or replaced upon written notification from the A.R.B and/or B.O.D. Metal scalloped or clamshell type collapsible awnings shall not be permitted on the front exterior of a home.

10: Unapproved changes and/or non-compliance with the stated A.R.B. and the H.O.A. Rules and Regulations may be cause, upon demand, for the homeowner to immediately make the necessary changes for compliance. After notification, non-compliance shall be cause for the A.R.B. and/or B.O.D. to make the necessary conforming changes. The HOA can remedy the offense and recover such expenses and all fees incurred by the Association in remedying the non-compliance. Such expenses and fees incurred by the HOA shall be an assessment against the owner and owner's lot collectible in the same manner as assessments for common expenses levied by the HOA. In addition to such remedy, a fine shall be issued against the homeowner and the homeowner's property and the Association may also file suit against the lot owner seeking all remedies available at law or in equity.

Fine of \$100 per violation or such greater amount allowed by law. The Association may impose fines of up to one hundred dollars (\$100.00) per day for a continuing violation up to one thousand dollars (\$1,000.00), or such greater amount allowed by the Governing Documents or by law, as applicable, from time to time. Section 720.305, Florida Statutes

This instrument prepared by and return to:
Scott M. Hyman, Esq.
Kopelowitz Ostrow P.A.
1 West Las Olas Blvd., Suite 500
Fort Lauderdale, Florida 33301

**Certificate of Amendment to the
Rules and Regulations of Hanover Square Homeowners' Association, Inc.**

This instrument ("Amendment") is made as of the 10 day of June, 2020, by HANOVER SQUARE HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation ("Association") organized pursuant to Chapter 720, Florida Statutes, et seq. whose principal office is located at 226 NW 41st Avenue, Delray Beach, Florida 33445.

WHEREAS, there has been executed and recorded in Official Records Book 6900, Page 1259, et seq., of the Public Records of Palm Beach County, Florida, that certain "Amended and Restated Declaration of Covenants, Conditions and Restrictions for Hanover Square" as subsequently amended (hereinafter referred to as the "Declaration"); and

WHEREAS, pursuant to Section 7.01 of the Declaration and Sections 7.01 and 14.02 of the Amended and Restated By-Laws of the Association (as subsequently amended), the Rules and Regulations concerning the use of Hanover Square and the Rules and Regulations of the Architectural Review Board (collectively, the "Rules") may be adopted, modified and amended by the Association's Board of Directors; and

WHEREAS, at a duly convened and properly noticed Meeting of the Board held on May 26, 2020, the Board of Directors affirmatively voted to amend the Rules as more particularly set forth in this Amendment.

NOW, THEREFORE, the Association hereby declares that the Rules are hereby amended as follows:

1. The recitations set forth herein are true and correct and are incorporated herein by reference.
2. The Capitalized terms used in this Amendment shall have the same respective meanings ascribed to them in the Declaration and the By-Laws, unless the context reasonably requires a different interpretation.
3. The Rules are hereby amended in the manner set forth in Exhibit "A" (the Rules and Regulations concerning the use of Hanover Square) and Exhibit "B" (the Rules and Regulations of the Architectural Review Board) which are respectively attached hereto and incorporated into this Amendment as though fully set forth herein.
4. This Amendment shall become effective upon recording amongst the Public Records of Palm Beach County.

IN WITNESS WHEREOF, this Amendment has been executed as of the date first above written.

WITNESSES:

HANOVER SQUARE HOMEOWNERS'
ASSOCIATION, INC., a not-for-profit Florida
corporation

[Signature]
Witness Name and Signature

By: Mackenzie Raehe
M. Raehe, President

Megan Doyle
Witness Name and Signature

[Signature]
Witness Name and Signature
Janet Bitterspan
Witness Name and Signature

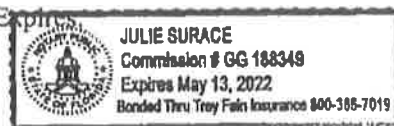
By: Tara Rebak Tara Rebak
Tara Rebak Secretary

STATE OF FLORIDA)
COUNTY OF PALM BEACH)
Martin

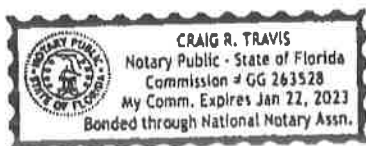
The foregoing instrument was acknowledged before me by means of ☒ physical presence or
☐ online notarization, on this 10 day of June, 2020 by M. Raehe, the
President of Hanover Square Homeowners' Association, Inc., a Florida corporation not-for-profit,
freely and voluntarily under authority duly vested in him/her by said corporation. He/She is
personally known to me or has produced _____ as identification.

Julie Surace
NOTARY PUBLIC
My Commission Expires _____

STATE OF FLORIDA)
COUNTY OF PALM BEACH)



The foregoing instrument was acknowledged before me by means of ☐ physical presence or
☐ online notarization, on this 10th day of June, 2020 by Tara Rebak, the
Secretary of Hanover Square Homeowners' Association, Inc., a Florida corporation not-for-profit,
freely and voluntarily under authority duly vested in him/her by said corporation. He/She is
personally known to me or has produced FL R120-301-74 773-0 as identification.



Craig R. Travis
NOTARY PUBLIC
My Commission Expires: Jan 22, 2023

EXHIBIT "A"

The "Rules and Regulations concerning the use of Hanover Square" are hereby deleted and replaced with the following (Substantial rewording. See governing documents for current text.):

All lot owners, residents, renters, guests, agents and invitees (herein called "Persons") of any lot shall be governed by the obligations and duties set forth in the Hanover Square H.O.A., Inc. (the "HOA" or the "Association"), Declaration, Articles of Incorporation, Bylaws, and any amendments thereto and these following Rules and Regulations (herein sometimes collectively referred to as the "Governing Documents").

Section 1: Lot Use: Each person must use their Lot and all common areas, for single family residential use only, in a manner that does not interfere with the safety or peaceful use and enjoyment of any owner or resident of a lot, and does not otherwise disturb, annoy or become a nuisance, or cause any injury to others or to the reputation of the HOA.

Section 2: Pets

2.1: Pet owners must have control of their pets at all times.

2.2: All pets must be walked on a leash when outside of a fenced in area. Fenced in areas shall fully contain the pets within the boundaries of the homeowner's property and all fences, walls, latches and gates shall be properly maintained to ensure full compliance with this provision.

2.3: Any solid animal waste shall be immediately picked up and removed properly, and shall not be deposited on or within common areas.

2.4: Each pet owner is financially responsible for any property damage, personal injury, or disturbance which their pet may cause or inflict and agrees to indemnify the HOA and hold the HOA harmless against any damage, injury, expense, claim, loss or liability of any kind whatsoever arising from or growing out of his/her having any animal in the community.

2.5: If any pet becomes an annoyance to the HOA or any Persons by barking, disturbing the peace, aggression, or otherwise, the owner shall cause the problem to be corrected immediately. If the problem is not corrected satisfactorily, the owner, upon written notice from the HOA shall be required to remove the animal from within the HOA jurisdiction. Persons' are expected to control, or if necessary, temporarily or permanently (as determined by the Board of Directors of the HOA) remove any domestic pet which makes frequent, repetitive or continuous sounds which disturb or interfere with the peace and comfort of any other Persons (as determined by the Board of Directors of the HOA).

2.6: Pets that tend to have an aggressive nature or display aggressive outbursts or behavior when unprovoked shall be subject to confinement or removal at the request of the Board of Directors of the HOA (herein sometimes referred to as the "BOD").

Section 3: Garbage, Bulk Trash, Recycle, and Hurricane Debris

3.1: All persons' must put household garbage in receptacles provided by the City of Delray Beach, and receptacles must not be put at curbside earlier than 5:00 PM the evening before the scheduled day of pickup. All City of Delray Beach waste regulations are to be followed and any non-compliance will be reported to code enforcement.

3.2: All bulk trash shall only be placed curbside in front of the homeowners' lot line and no earlier than 5 PM the night prior to bulk pickup. (In the event of a hurricane or other severe weather, the homeowner is responsible to remove and secure the bulk trash immediately).

3.3: No garbage, trash or bulk trash shall be left on 41" Ave. Zero tolerance

3.4: All trash receptacles and leftover loose debris shall be removed from curbside pickup the day of collection and stored out of sight from the front of the home and roadways.

Section 4: Signs and Flags

4.1: No sign, display, poster, advertisement, notice or other lettering whatsoever other than a Real Estate sign (i.e., a "For Sale", "For Rent" or "By Owner" sign) that is approved by the Board of Directors prior to display thereof shall be exhibited, displayed, inscribed, painted or affixed in public view of any portion of the Common Areas, any street, any Lot or any home in the community. Such approval by the Board may be given, conditioned, withheld or denied in the sole and absolute discretion of the Board.

4.2: No flag, fabric or other decoration shall be exhibited, displayed or affixed in public view of any portion of the Common Areas, any street, any Lot or any home in the community, except for any national or sports teams flags that is approved by the Board of Directors provided they are displayed in a respectful manner, and those flags which are expressly listed in Section 720.304, Florida Statutes, as such statutory section may be amended from time to time. Such approval by the Board may be given, conditioned, withheld or denied in the sole and absolute discretion of the Board.

Section 5: Vehicles: The following guidelines shall apply with regard to permitted and prohibited vehicles:

5.1: Only registered, insured and operational automobiles, Motorcycles, Police automobiles, Pickup trucks, or Vans shall be permitted in Hanover Square or Windy Creek.

5.2: Boats, Trailers, RV's, Semi Tractors or Tractor Trailers, Buses, Commercial Vehicles, Limousines, Golf carts, or any similar vehicles and/or any other vehicles not mentioned in section 5.1 shall not be permitted in Hanover Square or Windy Creek.

5.3: While engaged in making deliveries or service calls, prohibited trucks and commercial vehicles may be temporarily parked on the street of the lot being serviced. Contractors or vendors hired or retained by the Association or a Homeowner to provide maintenance or other services may park their vehicles within the community and/or street while performing such maintenance or services but they must be clearly marked for service.

5.4: The Board may adopt and amend additional rules and regulations regarding the issuance and display of decals to identify dwelling unit owners', tenants' or guests' vehicles and to otherwise regulate, consistent with the provisions of these Rules and Regulations and the Declaration, parking by dwelling unit owners, tenants, guests, licensees, invitees, employees, agents or contractors.

Section 6: Parking

6.1: Subject to the provisions of Section 5 above, vehicles must be parked in the driveway or garage on a lot and shall not block sidewalks and/or any easement. No vehicle shall be parked on the streets, grass, or sidewalk at anytime. Any offending vehicle will be towed and removed from the property at vehicle owners' or operator's expense.

6.2: Parking at the pool and tennis courts is limited to those using such facilities, provided, however, other Persons' will be permitted to occasionally use such parking areas when necessary on a short term (but in no event overnight from 11:00 pm to 6:00 am) basis, provided, however, if the Board, or its authorized designee or agent, determines in its sole and absolute discretion that any owner (or the owners' family members, guests, lessees or invitees) is abusing such short term parking privilege the lot owner will be notified, in writing, by the Association and any subsequent use of the parking area by such owner or his or her family member(s), guest(s), lessee(s) or invitee(s) (other than for using the pool or tennis courts) will result in the Persons' vehicle being towed and the Association may exercise all other remedies available.

Overnight parking available at the Hamlet strip plaza if needed, see the windycreekdelray.com website for more info.

6.3: All vehicles parked 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.

Section 7: Property Alterations

7.1: All alterations and improvements made to any lot or the exterior of any homeowners' dwelling unit must be in accordance with these rules, the ARB Schedule "B" and the provisions of the Declaration.

7.2: CRITERIA FOR ADDITIONS TO EXISTING HOMES:

1. Sufficient land area to accommodate expansion, verified by a certified, "as built" survey;

2. No setback encroachments;
3. No negative impact to neighbors (visual aesthetics, drainage, etc.);
4. Addition shall not require the removal of mature trees;
5. Compliance with county and city codes and regulations;
6. Design is harmonious with existing structure and surrounding homes; and
7. The approval of the ARB is required.

Section 8: Recreational Areas and Use

8.1: With respect to recreational areas, pool and common areas, every homeowners' family members, guests, invitees and tenants shall obey the posted rules and regulations and all homeowners' shall be held responsible for the actions and conduct of their family members, guests, invitees and tenants. Any Persons using such facilities must conduct themselves with proper decorum and cleanliness.

8.2: Any damage to the recreational or common areas, or any equipment or property thereon, caused by a homeowner or his/her family member, guest, invitee(s) or tenant shall be repaired or replaced at the homeowners' expense.

8.3: All Persons' using the recreational and other common areas does so at their own risk. Person(s) using the recreational areas must leave the area in a clean condition.

8.4: Common areas are for recreational use only and not intended for purpose of lessons or commercial use.

8.5: Pets are not allowed in the pool, on the pool deck, or on the tennis courts.

8.6: Persons under the age of 16 must have adult supervision while using the pool, tennis courts, or other recreational areas and all common ground of the HOA. All persons must be toilet trained to use the pool. Persons' wearing diapers are NOT permitted in the pool for health reasons.

8.7: No use of fireworks and/or fire crackers or any other such explosive or incendiary item or device is permitted on or within any property within the jurisdiction of the HOA. This is also prohibited by City of Delray Beach ordinance.

Section 9: Purchase and Lease

9.1: New home purchases must have an estoppel performed and a credit, eviction and background check from the HOA at the new homeowners' expense (Fees given at the time of estoppels)

9.2: Notice must be given promptly by the homeowner(s) to the BOD whenever title passes to a new homeowner. The home owner transferring or selling his/hers property must provide the new homeowner(s) with a copy of the Declaration, Articles of incorporation, By-Laws and Rules and Regulations, Monthly assessment payment coupon booklet, and the Pool

key. The seller or new owner(s) must provide the HOA with a copy of the new homeowner Deed.

9.3: All homeowners' renting their home for single family use only must have, see instructions below,

- 1- Copy of the lease given to the HOA
- 2- A copy of their renters permit from the City of Delray Beach (Law)
- 3- Must have an eviction, credit and background check done by the HOA. Fee applicable

9.4: The unit owner (Lessor) of a leased home shall be jointly and severally liable with his or her tenant for compliance with the Governing Documents and these rules and regulations. They shall be jointly and severally liable to the HOA to pay all the HOA assessments and/or any open claim for injury or damages to persons or property caused by the acts or omission of the tenant, guest, or invitees, contractors and/or those for whom the owner is responsible.

9.5: All leases, or a written and signed statement attached to the lease, shall provide that the HOA shall have the right to terminate the lease upon the tenant's failure to observe any provisions of the HOA, or the Governing Documents. The owner(s) (Lessor), must provide the tenant with a copy of the HOA Declaration, Articles of Incorporation, By-Laws and the Rules and Regulations and the lease must include an attached signed letter that the tenant has read these documents and agrees to abide by them.

9.6: The unit owner(s) assumes full financial responsibility for his or hers tenant's, guest's, invitee's, contractor's and laborer's damage to any of the common area.

9.7: Units may be rented only in their entirety; no fraction or portion of a Unit may be rented. There shall be no subleasing of Units or assignment of leases unless prior written approval from the Board of Directors is obtained. No transient tenants may be accommodated in a Unit. No Unit may be subject to more than one (1) lease in any twelve (12) month period, regardless of the term of the lease.

Section 10: Dues and Assessments

10.1: All dues and assessment are to be paid by the 1st of the month, if paid after the 10th they will be subject to a late fee of the greater of \$25.00 or 5% of the delinquent assessment (or the delinquent installment of an assessment) or such greater amount allowed by law from time to time.

10.2: NSF or returned checks will be subject to a \$35 NSF charge plus a late fee of the greater of \$25.00 or 5% of the delinquent assessment (or the delinquent installment of an assessment) or such greater amount allowed by law from time to time.

Section 11: Maintenance

11.1: All lot owners' front and back lawns must be kept watered and properly maintained. In the event an owner fails to do so the HOA shall have all remedies available without limitation, including the right to impose or levy fine(s) and the right to maintain, restore or repair the lot, the cost of which shall be added to the assessments levied against the lot and owner by the HOA and which shall be collectible, and may be the subject of a lien and foreclosed, in the same manner as common expenses levied against the lot and lot owner by the Association.

11.2: All front and rear trees and hedges must be properly trimmed and maintained.

11.3: All home owners must maintain their lawns and have an adequate watering system to do so.

11.4: All lot owners must keep roofs & driveways maintained and free of mildew, fungus and dirt.

11.5: All lot owners must keep exterior walls and fences of their dwelling maintained and properly painted.

Section 12: Construction

12.1: Construction vehicle(s) shall be allowed entry to the community only after (1) approval of a project by the ARB and the BOD, (2) the HOA has been provided a valid certificate of liability insurance with respect to the contractor(s) being utilized and a copy of all required permits for the project, and (3) the HOA has been provided any other documentation as may be required by the BOD and/or the ARB.

12.2: Except in an emergency, no construction or maintenance work shall be allowed prior to 7:00 AM and all workers must leave the community by 8:00 PM.

12.3: Construction debris shall be placed in appropriate container(s) located on the homeowner's driveway. New construction materials shall be placed on the homeowner's property pending commencement of the construction project not to exceed 7 days prior to its use and shall be removed or soundly secured in the event of a Tropical Storm or Hurricane Warning. All risk and liability shall be borne by the owner(s) for damage(s) caused by any materials and/or debris. All sidewalks, easements, swales and roadways shall be left broom clean and undamaged at the end of each construction day. All obstruction to the above areas must be cleared as soon as reasonably possible.

Section 13: Zero Lot Line

13.1: In light of the fact the lots within Hanover Square and Windy Creek are zero lot line, the owners' of such lots are granted an easement and right of access by law and/or these Rules and Regulations over and upon the adjacent lot(s) to the extent reasonably necessary for the maintenance, upkeep and repair of their lots and all improvements situated thereon. After seven days written notice by the lot owner desiring to perform maintenance to the owner of the adjacent lot, such adjacent lot owner may not obstruct or interfere with such right of access (in

the event of an emergency no prior notice shall be required). The owner of the lot upon which the maintenance or repair is being performed shall be responsible for any damage caused to an adjacent lot or improvements thereon as a result of such maintenance or repair to the owner's lot and/or home.

Additionally, in the event water runoff from the roof of a home on a zero lot line home is causing damage or disturbance to an adjacent lot or home, as determined by the B.O.D., the owner of such lot/home causing the damage must install gutter(s) of a type, style and color approved or designated by the B.O.D. to address the situation within 14 days of written notice from the B.O.D. Failure to do so shall result in the Association being entitled to hire a contractor to install the gutter(s) and assessing the cost against the subject lot and lot owner, which shall be collectible, and may be the subject of a lien and foreclosed, in the same manner as common expenses levied against the lot and lot owner by the Association pursuant to the Declaration. The Association, or any agent or invitee thereof, shall have a right of access over and upon the subject lot and home to perform the installation of the gutter(s). Subsequent to installation, the lot owner shall be responsible for the maintenance, repair and replacement of the gutter(s). The aforesaid right of the Association to install the gutter(s), and assess the lot and lot owner the cost thereof, shall be in addition to, and not in lieu of, all other remedies available to the Association by law to enforce these Rules and Regulations.

Section 14: Garage:

14.1: No garage, public, or commercial sales of any type are permitted in Hanover Square and Windy Creek. The Board, as it may see fit, may permit no more than one annual community organized garage sale per year.

Section 15: Conflicts with other documents & waivers; Enforcement

15.1: It is not intended that the Rules and Regulations shall amend any other Governing Documents. In the case of any apparent conflict between these Rules and Regulations and the Declaration, the provisions of the latter shall govern. Any waiver by the BOD of the Rules and Regulations and/or consents or approvals may be altered or reversed by the BOD at any time and shall apply only to the individual or situation which led to its adoption and shall not be considered to set a precedent. The BOD reserves the right to amend, clarify or add to these Rules and Regulations at any time, by a majority vote of the BOD at a duly called and noticed meeting.

Section 16: Enforcement, Fines and Suspensions

In the event an Owner, or its tenant or other occupant of its Lot, fails to comply with any limitations, restrictions or provisions contained in the Declaration, the By-Laws, the Articles of Incorporation, the Rules and Regulations, applicable laws, or any other agreement, document or instrument affecting the Properties, as they each may be amended from time to time, the Association shall have the right to proceed in a court of equity to require performance and/or compliance, to sue in a court of law for damages, to impose a charge on the Owner for the sums necessary to do whatever work is required to put the Owner or Lot in compliance, and any

combination thereof. In any proceeding arising because of an alleged failure to comply with such limitations, restrictions or provisions, the prevailing party shall be entitled to recover the costs of the proceeding and such party's reasonable attorneys' fees (including appellate attorneys' fees).

In addition to all other remedies, the Association shall have the right to impose suspensions, as well as impose and collect fines, in accordance with the procedures, parameters and requirements set forth in Section 720.305, Florida Statutes, as it may be amended from time to time. Notwithstanding the foregoing or anything else that may be contained herein to the contrary: (i) the Association shall have the right to impose fines of up to One Hundred Dollars (\$100.00) per violation or such greater amount as may be allowed under applicable law from time to time; (ii) a fine may be levied for each day of a continuing violation at the highest rate allowed under applicable law from time to time, and such fines may exceed One Thousand Dollars (\$1,000.00) in the aggregate or any such other statutory threshold after which fines may become lienable under applicable law from time to time; and (iii) fines of One Thousand Dollars (\$1,000.00) or greater (or such other amount as shall be allowed under applicable law from time to time) shall become a lien against the applicable Lot which lien shall be foreclosed in the same manner as an assessment.

All remedies available to the Association shall be cumulative, and the use of any remedy shall not preclude the use or exercise of any other remedy available to the Association.

EXHIBIT "B"

The "Rules and Regulations of the Architectural Review Board" are hereby deleted and replaced with the following (Substantial rewording. See governing documents for current text.):

ITEMS:

- 1: Construction of structure or improvements.
- 2: Exterior changes.
- 3: Play structures, Basketball hoops.
- 4: Walls, construction, wood and chain link fence.
- 5: Air conditioners and Window fans.
- 6: Mailboxes.
- 7: Roofs and solar panels.
- 8: Landscaping.
- 9: Antennas and DDS dish receivers.
- 10: House colors, changes and approvals.
- 11: Awnings, types, installations.
- 12: Enforcement notice and remedy.

1: Any owner who desires to construct an improvement or structure or make an exterior alteration, shall submit the following to the A.R.B. for approval: two (2) complete sets of all plans and specifications on the provided request form(s) and samples of proposed building materials and colors (i.e. paint chips, tiles etc.). Additional documentation may be required prior to the ARB's decision. One set will be returned to the homeowner with a copy of the decision. If the ARB disapproves you may appeal the decision to the B.O.D pursuant to the procedure set forth in Section 6.03 of the Declaration as amended or renumbered from time to time. All work thereafter shall adhere to the Association's Rules and Regulations and local government requirements and codes and shall be completed in a timely manner.

2: Exterior changes shall be compatible with the original building theme adopted by the developer unless otherwise approved.

3: All fixed or portable play structures shall be located behind the residence constructed on the lots. Mobile basketball hoops may remain in front of the unit owner's driveway and may not obstruct the flow of traffic. All such fixtures shall be maintained in good repair or must be immediately removed or disposed of upon the written request of the A.R.B. and/or B.O.D.

4: All fence walls located in the front yard of a lot shall be concrete block with a stucco finish and in accordance with the design of the house. All front fencing shall not be greater than 6 feet in height and rear fencing not greater than 8 feet in height and must be well maintained.

- 4.1: Wood fencing (shadow box style) shall have a natural, clear varnish, brown, white, or redwood finish. The finish must continue the length of the fence. All wood fencing shall be maintained in complete and upright good repair or be removed at the owner's expense.
- 4.2: Vinyl coated cyclone fences in front of the home must have hedges placed on the immediate exterior of the fence along its length and interior of the fence along its entire length on the sides and back of the lot. Hedges are to be trimmed to a minimum height of the top edge of the fence, and must conceal its presence.
- 4.3: Simulated wood fencing (PVC) must be white in color. Approval of the exact white color shall be approved by the ARB.
- 5: No window or wall air conditioning or window mounted fan units are permitted with the exception of kitchen exhaust fans. Exceptions shall be made to this rule during extended power outage.
- 6: All mailboxes or receptacles for the delivery of newspapers, magazines and/or mail shall be in accordance with the regulations established by the United States Postal Service. All mailboxes must be maintained in good working order and physical condition and may not adversely affect the visual surrounding environment.
- 7: Roofs shall be concrete tile, clay tile, or metal. However, only metal roofs with standing-seam are permitted. No asphalt shingle, gravel or tar roofs are allowed. Solar panels are permitted with ARB approval.
- 8: Any change in, or modifications to, landscaping including tree removal, new plants, trellis work, etc., must have the prior approval of the ARB. The planting of individual plants that grow to an average maximum of less than 2 and ½ feet, or the seeding of seasonal flowers, is excluded from this requirement.
- 9: Antennas and Dish style satellite receivers (DSS) shall be no larger than one meter in diameter, and must not be immediately visible from the road if the signal can be obtained in a non-visible location.
- 10: The A.R.B. and/or B.O.D. must approve any change of the exterior color of a home. The color(s) of paint of each home must be done in an aesthetically pleasing manner as to maintain uniformity and consistency with the existing colors in the neighborhood and neighboring homes and improvements. Painted exteriors must be maintained in good visible condition.
- 11: Awnings made of canvas materials or otherwise and decorative shutters shall be permitted on house openings and walkways that are visible from the street upon approval of the ARB. All materials shall be maintained in good visible repair and condition and shall be repaired, removed or replaced upon written notification from the A.R.B and/or B.O.D. Metal scalloped or clamshell type collapsible awnings shall not be permitted on the front exterior of a home.

12: Unapproved changes and/or non-compliance with the stated A.R.B. and the H.O.A. Rules and Regulations may be cause, upon demand, for the homeowner to immediately make the necessary changes for compliance. After notification, non-compliance shall be cause for the A.R.B. and/or B.O.D. to make the necessary conforming changes. The HOA can remedy the offense and recover such expenses and all fees incurred by the Association in remedying the non-compliance. Such expenses and fees incurred by the HOA shall be an assessment against the owner and owner's lot, which shall be collectible, and may be the subject of a lien and foreclosed, in the same manner as assessments for common expenses levied by the HOA. In addition to such remedy, a fine shall be issued against the homeowner and the homeowner's property and the Association may also file suit against the lot owner seeking all remedies available at law or in equity.