

ARTICLES OF INCORPORATION
OF THE
THE HAMPTONS AT MAPLEWOOD
HOMEOWNERS ASSOCIATION. INC.
(A Florida Corporation Not-For-Profit)

In order to form a corporation not-for-profit, under and in accordance with Chapter 617 of the Florida Statutes, we, the undersigned hereby associate ourselves into a corporation not-for-profit, for the purpose and with the powers hereinafter set forth and to that end, we do, by these Articles of Incorporation, certify as follows:

ARTICLE I
DEFINITIONS

- A. "Articles" shall mean these Articles of Incorporation of The Hamptons at Maplewood Homeowners Association, Inc.
- B. "Association" shall mean The Hamptons at Maplewood Homeowners Association, Inc.
- C. "Association Expenses" shall mean the expenses payable by members of the Association as set forth in the Declaration (as defined herein).
- D. "Association Property" shall mean all real and personal property transferred to the Association for the benefit of all members.
- E. "Board" shall mean the Board of Directors of the Association.
- F. "Common Area" shall mean those areas of real property shown on the subdivision plat of The Hamptons at Maplewood, together with all improvements thereto, which are devoted to the common use and enjoyment of the members of the Association. The term "Common Area" may sometimes be used interchangeably with the term "Association Property".
- G. "Declaration" shall mean the covenants, conditions, restrictions, easements, and all other terms set forth in the Declaration of Covenants and Restrictions for The Hamptons at Maplewood, and as may be amended from time to time.
- H. "Developer" shall mean and refer to BURG & DIVOSTA CORPORATION, a Florida corporation, its successors and assigns.
- I. "Director" shall mean a member of the Board.
- J. "General Plan of Development" shall mean the subdivision plat of The Hamptons at Maplewood as approved by the appropriate governmental agencies, and which shall represent the development plan And general uses of the real property.
- K. "The Hamptons at Maplewood" is the name given to a planned residential community of single family homes to be constructed by Developer in the Town of Jupiter, Florida. The Plat of The Hamptons at Maplewood is recorded in Plat Book _____ Pages _____ , inclusive, of the Public Records of Palm Beach County, Florida.

- L. "The Hamptons at Maplewood Homeowners Association, Inc." shall mean that certain entity created to manage, maintain, and control the Common Areas of The Hamptons at Maplewood. It may also be referred to as the "Homeowners Association" or "HOA".
- M. "Homeowners Documents" means in the aggregate the Declaration, these Articles, the By-Laws of the Association, the Rules and Regulations of the Association, the Contract for Purchase and Sale of a Lot, the Escrow Agreement, the Declaration of Master Covenants, Conditions and Restrictions of Maplewood, the Articles of Incorporation and By-Laws of the Maplewood property Owners Association, Inc., and all of the Instruments and documents referred to herein and executed in connection with the general plan of development.
- N. "Institutional Mortgagee" shall mean any lending Institution having a first lien on a lot, including any of the following institutions: an insurance company or subsidiary thereof, a federal or state savings and loan association, a federal or state building and loan association, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, a federal or state banking association, the Palm Beach County Housing Authority or similar entity, a real estate investment trust, or any mortgage banking company authorized to do business in the State of Florida.
- O. "Lot" shall include a residential lot, a single family home constructed thereon, a membership interest in the Association, and in the Maplewood Property Owners Association, Inc. (as defined herein).
- P. "Maplewood" shall mean that certain property which has been or is being developed in the Town of Jupiter, Florida pursuant to a master plan.
- Q. "Member" shall mean a member of the Association
- R. "Occupant" shall mean the occupant of a lot who shall be the owner, the lessee, or their respective guest.
- S. "Owner" shall mean the fee simple title holder of any lot, whether one or more persons or entities.
- T. "Property" shall mean all of the real and personal property subject to the Declaration.
- U. "Transfer Date" shall mean the date that the Developer relinquishes the right to appoint a majority of the Directors, and conveys title to the Common Area to the Association. The Transfer Date shall occur 120 days after the Developer has closed the sales of 70% of the 395 lots contemplated by the general plan of development, or three years after the Developer has closed the sale of the first lot, or after the Developer elects to relinquish its control of the Association, whichever shall first occur.
- V. "Maplewood Property owners Association" shall mean that certain entity defined in the Declaration of Master Covenants, Conditions, and Restrictions of Maplewood. It may also be referred to as the "Maplewood

POA" herein.

ARTICLE II

NAME

The name of this Association shall be THE HAMPTONS AT MAPLEWOOD HOMEOWNERS ASSOCIATION, INC., whose present address is 10385 Ironwood Road, Palm Beach Gardens, Florida 33410.

ARTICLE III

GENERAL PLAN OF DEVELOPMENT AND PURPOSE OF ASSOCIATION

- A. Developer plans to develop The Hamptons at Maplewood on the property described hereinabove. Developer intends that The Hamptons at Maplewood shall consist of three hundred ninety five (395) lots. As set forth In the Plan, Developer also intends to set aside certain common areas In The Hamptons at Maplewood. The Association shall ultimately be conveyed ownership of the common areas. Developer further intends that easements shall be established across, over, under and upon the Property, in order to provide means of ingress, egress and for other purposes for the convenience and benefit of Members of the Association. their family members. guests, licensees and invitees and other parties as set forth in the Declaration.
- B. The purpose for which the Association is organized is to provide an entity to own, manage, maintain, and operate certain common areas located in The Hamptons at Maplewood. Said common areas are to be used in common by all members of the Association. The Association shall also be responsible for the management of the Property in accordance with the terms and conditions of the Declaration, and as same may be amended from time to time.
- C. The Association shall make no distribution of income to its members, directors or officers.

ARTICLE IV

POWERS

The Association shall have the following powers which shall be governed by the following provisions:

- A. The Association shall have all of the common law and statutory powers of a corporation not-for-profit, which are not in conflict with the terms of these Articles or the Declaration.
- B. The Association shall have all of the powers and duties set forth in the Declaration, except as limited by these Articles, and all powers and duties reasonably necessary to operate and administer The Hamptons at Maplewood properties pursuant to the Declaration. including but not limited to the following:
 - 1. To make and collect assessments against members to defray the costs and expenses of the Association property.

2. To use the proceeds of assessments in the exercise of its powers and duties.
3. To own, maintain, repair, replace, operate, regulate, and convey the property of the Association in accordance with the Declaration.
4. To purchase insurance upon the property of the Association and insurance for the protection of the Association and its members, in an amount equal to the maximum insurance replacement value, excluding foundation and excavation costs.
5. To dedicate or to transfer all or any part of the Association's property to any public agency, authority, or utility for such purposes and subject to such conditions as may be approved by not less than fifty-one percent (51%) of the membership of the Association, and approved by not less than seventy-five percent (75%) of the institutional mortgagees holding mortgages encumbering the lots.
6. To reconstruct the improvements to the Association's property after casualty, and to further improve the Association's properties, as provided in the Declaration.
7. To make and amend reasonable rules and regulations regarding the use of the property of the Association, provided that notice of the proposed modification, addition or deletion to the Rules and Regulations is sent by U. S. Certified Mail, return receipt requested, to each member of the Association at his last known address as it appears on the books of the Association at least thirty (30) days before the proposed modification, addition or deletion becomes effective.
8. To contract for the management of the Association property and to delegate to such contractors all powers and duties of the Association except such as are specifically required by the Declaration to have the approval of the Board or the membership of the Association. Any such contract may not exceed three (3) years, and must provide for termination by either party without cause and without payment of a termination fee on sixty (60) days written notice.
9. To employ personnel for reasonable compensation to perform the services required for proper operation and administration of the Association property.
10. To enforce by legal means the provisions of the Declaration, these Articles, the By-Laws of the Association. and the Rules and Regulations for the use of the Association's property as same may be promulgated, modified, or amended from time to time by the Association.
11. To pay taxes and assessments, which are liens against any part of the Association's property.
12. To pay the cost of all power, water, sewer, waste collection, and

other utility services rendered to the property of the Association, and not billed to owners of individual lots.

13. To enter any lot at a reasonable time and upon reasonable notice to make emergency repairs, to avoid waste, or to do such other work reasonably necessary for the proper protection, preservation, or maintenance of the property of the Association.
 14. To grant such permits, licenses, and easements over the common areas for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance or operation of the common areas.
 15. To collect from members, assessments which are made and levied by the Maplewood Property Owners Association.
 16. To do such other things as may be necessary in order to perform the duties and to exercise the powers provided for the Association In the Declaration.
- C. The Association shall not have the power to purchase a lot in The Hamptons at Maplewood except at sales in the foreclosure of lien for assessments for Association expenses, at which sales the Association shall bid not more than the amount secured by its lien.
- D. All funds and the titles of all properties acquired by the Association and their proceeds shall be held in trust for the members in accordance with the provisions of the Declaration, these Articles, and the By-Laws of the Association.

ARTICLE V
MEMBERS

- A. The members of the Association shall consist of all of the record owners of lots in The Hamptons at Maplewood.
- B. 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 a lot at The Hamptons at Maplewood, and the delivery to the Association of a copy of such instrument. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated as of the date of execution of such instrument.
- C. The Interest of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except upon transfer of title of his lot.
- D. The owner of each lot shall be entitled to one vote as a member of the Association. The exact number of votes to be cast by lot owners and the manner of exercising voting rights, shall be determined by the By-Laws of the Association; subject, however, to the terms and conditions of the Declaration.

ARTICLE VI
TERM

The term for which this Association is to exist shall be perpetual.

ARTICLE VII
INCORPORATORS

The names and residences of the Incorporators to these Articles are as follows:

NAME	ADDRESS
Charles H. Hathaway	10385 Ironwood Road Palm Beach Gardens, Fl. 33410
Robert S. Kairalla	10383 Ironwood Road Palm Beach Gardens, Fl. 33410
William Z. Shannon	10385 Ironwood Road Palm Beach Gardens, Fl. 33410

ARTICLE VIII
OFFICERS

- A. The affairs of the Association shall be managed by a President, one (1) or several Vice Presidents, a Secretary and a Treasurer and, if elected by the Board, an Assistant Secretary and an Assistant Treasurer, which officers shall be subject to the directions of the Board.
- B. The Board shall elect the President, the Vice President, the Secretary and the Treasurer, and as many other Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine appropriate. Such officers shall be elected annually by the Board at the first meeting of the Board following the "Annual Members' Meeting" (as described In the By-Laws); provided, however, such officers may be removed by such Board and other persons may be elected by the Board as such officers In the manner provided In the By-Laws. The President shall be a Director of the Association, but no other officer need be a Director. The same person may hold two (2) offices, the duties of which are not incompatible; provided, however, the offices of President and Vice President shall not be held by the same person, nor shall the same person hold the office of President who holds the office of Secretary or Assistant Secretary.

ARTICLE IX
FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Board are as follows:

President	Charles H. Hathaway
Vice President	Robert S. Kairalla
Secretary	William E. Shannon
Treasurer	William E. Shannon

ARTICLE X
BOARD OF DIRECTORS

- A. The affairs of the Association will be managed by a Board consisting of not less than three (3) nor more than five (5) Directors. After the Transfer Date, Directors must be members of the Association.
- B. After the Transfer Date, members of the Board shall serve for a term of two (2) years: provided, however, that two (2) members of the Board elected on the Transfer Date shall serve for an initial term of one (1) year, and the other member(s) of the Board elected on the Transfer Date shall serve for an initial term of two (2) years. Thereafter, the terms of no more than three (3) Board members will expire each year.
- C. Directors of the Association shall be elected at the Annual Members' Meeting in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board shall be filled in the manner provided by the By-Laws.
- D. The first election of Directors shall not be held until 120 days after the Developer has closed the sales of 70% of the 395 lots contemplated under the general plan of development, or three years after the Developer has closed the sale of the first lot in The Hamptons at Maplewood or until the Developer elects to terminate control of the Association, whichever shall first occur. The Directors named in these Articles shall serve until the first election of Directors, and any vacancies in their number occurring before the first election shall be filled by the remaining Directors.
- E. The names and addresses of the persons who are to serve as the first Board are as follows:

NAME	ADDRESS
Charles H. Hathaway	10385 Ironwood Road Palm Beach Gardens, Fl. 33410
Robert S. Kalralla	10385 ironwood Road Palm Beach Gardens, Fl. 33410
William E. Shannon	10385 Ironwood Road Palm Beach Gardens, Fl. 33410

ARTICLE XI
INDEMNIFICATION

Every Director and every officer of the Association (and the Directors and/or officers as a group) shall be Indemnified by the Association against all expenses and liabilities, including counsel fees (at all trial and appellate levels and whether or not suit be instituted) reasonably incurred by or imposed upon him or them in connection with any proceeding, litigation or settlement which he may become involved by reason of his being or having been a Director or officer of the Association. The foregoing provisions for indemnification shall apply whether or not he is a Director or officer at the time such expenses and/or liabilities are incurred. Notwithstanding the above, in the event of a settlement, the indemnification provisions herein shall not be automatic and shall apply only when the Board approves such settlement and authorizes

reimbursement for the costs and expenses of the settlement as In the best interest of the Association. In instances where a Director or officer admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the indemnification provisions of these Articles shall not apply. Otherwise, the foregoing rights to indemnification shall be In addition to and not exclusive of any and all rights of Indemnification to which a Director or officer may be entitled whether by statute or common law.

ARTICLE XII
BY-LAWS

The By-Laws of the Association shall be adopted by the first Board and thereafter may be altered, amended or rescinded by the affirmative vote of not less than a majority of the Members present at an Annual Members' Meeting or special meeting of the Membership and the affirmative approval of a majority of the Board at a regular or special meeting of the Board.

ARTICLE XIII
AMENDMENTS

- A. Prior to the recording of the Declaration amongst the Public Records of Pain Beach County, Florida, these Articles may be amended only by an instrument In writing signed by all of the Incorporators to these Articles and filed in the Office of the Secretary of State of the State of Florida. The Instrument amending these Articles shall identify the particular Article or Articles being amended, give the exact language of such amendments, and a certified copy of each such amendment shall always be attached to any certified copy of these Articles.
- B. After the recording of the Declaration amongst the Public Records of Palm Beach County, Florida, these Articles may be amended in the following manner:
1. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting (whether of the Board or of the Membership) at which such proposed amendment is to be considered; and
 2. A resolution approving the proposed amendment maybe first passed by either the Board or the Membership. After such approval of a proposed amendment by one of said bodies, such proposed amendment must be submitted to and approved by the other of said bodies. Approval by the Membership must be by a vote of a majority of the Members present at a meeting of the Membership at which a quorum is present and approval by the Board must be by a majority of the Directors present at any meeting of the Directors at which a quorum is present.
- C. No Article shall be revised or amended by reference to its title or number only. Proposals to amend existing Articles shall contain the full text of the Articles to be amended; new words shall be inserted In the text underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the

proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but instead a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial re-wording of Article. See Article ____ for present text." Non-material errors or omissions in the Article amendment process shall not invalidate an otherwise properly promulgated amendment.

- D. No amendment may be made to the Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration.
- E. Notwithstanding the foregoing provisions of this Article, there shall be no amendment to these Articles which shall abridge, amend or alter the priority of any Mortgagee, or the validity of any mortgage held by such Mortgagee without the prior written consent therefor by such Mortgagee; or abridge, amend or alter the rights of Developer, Including the right to designate and select the Directors as provided herein, without the prior written consent therefor by Developer.

IN WITNESS WHEREOF, the Incorporators have hereunto affixed their signatures, this ____ day of _____, 19__.

Charles H. Hathaway

Robert S. Kairalla

William E. Shannon

STATE OF FLORIDA)
 :
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this day, before me a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared CHARLES H. HATHAWAY, ROBERT S. KAIRALLA and WILLIAM E. SHANNON, to me known to be the persons described as Incorporators in and who executed the foregoing Articles of Incorporation and they acknowledged before me that they executed the same for the purposes therein expressed.

IN WITNESS WHEREOF, the Incorporators have hereunto affixed their signatures, this ____ day of _____, 19__.

Notary Public

My Commission Expires:

A REGISTERED AGENT FOR THE SERVICE OF PROCESS
WITHIN THE STATE OF FLORIDA

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted, in compliance with said Act:

THE HAMPTONS AT MAPLEWOOD HOMEOWNERS ASSOCIATION, INC., desiring to organize under the laws of the State of Florida, with its principal office as indicated in the Articles of Incorporation, at the City of Palm Beach Gardens, County of Palm Beach, State of Florida. has named CHARLES H. HATHAWAY located at 10385 Ironwood Road, City of Palm Beach Gardens, County of Palm Beach, State of Florida, as its agent to accept service of process within the State of Florida.

ACKNOWLEDGMENT:

Having been named to accept service of process for the above stated corporation, at the place designated in this certificate, I hereby agree to act in this capacity, and agree to comply with the provision of the Act relative to keeping open said office.

BY: _____
Charles H. Hathaway

Dec-13-1989 11:11am 89-357088

ORB 6290 Pg 247

CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS
AND RESTRICTIONS FOR THE HAMPTONS AT MAPLEWOOD

WHEREAS, THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE HAMPTONS AT MAPLEWOOD WAS RECORDED IN OFFICIAL RECORDS BOOK 5804, PAGE 1141, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

WHEREAS, Article XIII of the Declaration of Covenants and Restrictions for the Hamptons at Maplewood provides that the Declaration shall be amended by the consent of not less than 51% of all lot owners.

WHEREAS, Section 3.5 of the ByLaws of THE HAMPTONS AT MAPLEWOOD HOMEOWNERS ASSOCIATION, INC. provides that the membership may act by agreement in lieu of a meeting.

WHEREAS, 51% of all lot owners executed a written agreement in Lieu of a meeting, agreeing to amend the Declaration in the various particulars as set forth in Exhibit "1" attached to this Certificate.

WHEREAS, the Amendment and this Certificate shall be filed and recorded in the Public Records of Palm Beach County, Florida.

NOW, THEREFORE, the Declaration of Covenants and Restrictions for THE HAMPTONS AT MAPLEWOOD is hereby amended in the particulars as stated in

Exhibit "1" attached hereto: said amendment shall run with the real property known as THE HAMPTONS AT MAPLEWOOD and shall be binding on all parties having any right, title, or interest in the said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof; and except as otherwise amended hereby, said Declaration of Covenants and Restrictions for The Hamptons at Maplewood shall remain unchanged and in full force and effect.

CERTIFICATE OF ADOPTION OF AMENDMENTS

WE HEREBY CERTIFY that the attached Amendment was duly adopted as an Amendment to the Declaration of Covenants and Restrictions for the Hamptons at Maplewood.

DATED this 5th day of December, 1989.

THE HAMPTONS AT MAPLEWOOD
HOMEOWNERS ASSOCIATION, INC.

WITNESSES: BY: _____
PRESIDENT
KEITH A. SELDIN
ATTEST: _____
SECRETARY
ROY CHERVENIC

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

I HEREBY CERTIFY that on this 5th day of December, 1989, before personally appeared Keith A. Seldin, President and Roy Chervenik, Secretary of THE HAMPTONS AT MAPLEWOOD HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, to me known to be the individuals and officers described in and who executed the aforesaid Certificate as their free act and deed as such duly authorized officers, and that the official seal of the Corporation is duly fixed and the instrument is the act and deed of the Corporation.

WITNESS my signature and official seal at Juno Beach in the County of Palm Beach, State of Florida, the day and year last aforesaid.

NOTARY PUBLIC
STATE OF FLORIDA AT LARGE

ORB 6290 Pg 249

Community Savings, F.A., the institutional mortgagee with the highest aggregate mortgage indebtedness on the lots located at THE HAMPTONS AT MAPLEWOOD consents to the amendments to the Declaration of Covenants and Restrictions for THE HAMPTONS AT MAPLEWOOD as set forth below:

As used herein the following shall apply:

- A. Words in the text which are lined through with hyphens (~~————~~) indicate deletions from the present text.
- B. Words in the text which are underlined indicate additions to the present text.

I. DECLARATIONS OF COVENANTS AND RESTRICTIONS FOR THE HAMPTONS AT MAPLEWOOD.

Item I. Article VI, Section 1 is amended to read as follows:

1. Each owner shall maintain the exterior of his single family home, including the walls (excluding the lot perimeter wall as specified herein) and fences in good condition and repair. Each owner ~~The association~~ shall also maintain the roof, fascia and soffit of ~~each~~ his single family home in good condition and repair. No such maintenance repairs or replacement shall be made until plans and specifications showing the nature of same shall be submitted to and approved by the Board. All costs reasonable related to the Association's maintenance of the roof, fascia and soffit shall be borne by the Association as a common expense. This provision shall not be interpreted as requiring the Association to be an insurer of any single family home. Casualty losses, resulting in the need for repairs to any home, shall be the homeowner's responsibility, and shall not be the responsibility of the Association. If an owner fails to perform any of his maintenance obligations, the Association shall have the right, through its agents, employees, or independent contractors to cause the necessary maintenance and/or repairs to be performed. The cost thereof; including attorneys' fees and reasonable overhead costs to the Association shall be added to and become a part of the assessment to which the lot is subject.

Item II. Article IX, Section 2 (G) is amended to read as follows:

- G. Maintenance, repair and replacement. All expenses necessary to maintain the lawns, landscaping and sprinkler systems, located in the front yard of each lot, the Common Areas, and the public road rights-of-way abutting the Common Areas, shall be common expenses, including such expenses as irrigating, grass cutting, trimming, fertilizing, and the like, in a manner consistent with the covenants and restrictions contained herein. ~~In addition, all costs reasonably related to the Association's maintenance of the roof, fascia and soffit of a single family home shall be common expenses.~~

COVENANTS AND RESTRICTIONS FOR
THE HAMPTONS AT MAPLEWOOD

The original Declaration of Covenants and Restrictions is recorded in Official Records Book 5804 at page 1141 of the Public Records of Palm Beach County, Florida.

As used herein, words underlined are added and words ~~hyphenated~~ through are deleted.

There shall be a new Article IX Section 2(N) added to the Declaration of Covenants and Restrictions for The Hamptons at Maplewood which shall provide as follows:

N. Cable TV and Comparable Services.

Notwithstanding anything to the contrary contained in this Declaration, the Articles of Incorporation or the Association Bylaws, the Board of Directors has the authority to enter into a contract providing for bulk cable services, satellite or other television signals. In the event such a contract is entered into, the Association shall have the authority to assess owners for the cost in the same manner as assessments are otherwise levied.

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RESOLUTION "B": Setting attendance requirements of directors.

Resolution adopted by the Board or Directors at the regular board meeting of August 15, 1994 for presentation to the membership in March, 1995. (Approval of this resolution will implement the change to the by-laws since it has already been adopted by the board of directors.)

PROPOSED AMENDMENT TO THE BYLAWS OF
THE HAMPTONS AT MAPLEWOOD HOMEOWNERS ASSOCIATION, INC.

The original Declaration of Covenants and Restrictions is recorded in Official Records Book 5804 at page 1141 of the Public Records of Palm Beach County, Florida.

As used herein, words underlined are added. There are no words deleted.

Item 1. Article 4.7 of the Bylaws shall be amended to read as follows:

Regular meetings or the Board may be held at such time and place as shall be determined from time to time by a majority of Directors. Special meetings of the Board may be called at the discretion of the President or the Vice President of the Association. Special meetings must be called by the Secretary at the written request of not less than one-third (1/3) or the Directors. Notwithstanding anything to

the contrary contained in these Bylaws or the Declaration of Covenants and Restrictions a Director shall automatically be removed from the Board if he does not attend three (3) out of (5) consecutive regular Board meetings.

RESOLUTION "C": Setting ownership and residency requirement for directors. This amendment, if adopted, must also be approved by the Board of Directors. Presumably the directors being elected are willing to abide by the wishes of the ownership as expressed in this resolution.

PROPOSED AMENDMENT TO THE BYLAWS OF
THE HAMPTONS AT MAPLEWOOD HOMEOWNERS ASSOCIATION, INC.

The original Declaration of Covenants and Restrictions is recorded in Official Records Book 5804 at page 1141 of the Public Records or Palm Beach County, Florida. As used herein, words underlined are added. There are no words deleted.

Item 1. Article 3.11 of the Bylaws shall be amended to read as follows:

No member shall be allowed to exercise his vote or serve as a Director unless he is current on all assessments. Notwithstanding anything to the contrary contained in these Bylaws or the Declaration of Covenants and Restrictions, a Director shall be a "Member" in good standing, and shall reside (have as his principal place of residence) within the Hamptons At Maplewood.

ORB 9213 Pg 1264

PROPOSED AMENDMENT TO THE BYLAWS OF
THE HAMPTONS AT MAPLEWOOD HOMEOWNERS ASSOCIATION, INC.

The original Declaration of Covenants and Restrictions is recorded in Official Records Book 5804 at page 1141 of the Public Records of Palm Beach County, Florida.

As used herein, words underlined are added and words ~~hyphenated~~ through are deleted.

Item 1. There shall be a new Section 12 added to the Bylaws which shall provide as follows:

SECTION 12
AUTHORITY TO FINE

The Association may impose fines against any Owner for any violations of the Declaration, the Articles of Incorporation, the Bylaws and Rules and Regulations, as amended from time to time: and/or violations of. law.

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

No fine shall be imposed against an Owner for a violation unless and until the offending party or parties has been given written notice of the violation and an opportunity to appear and be heard before a Committee.

The Committee has the discretion to set the amount of the fine up to a maximum amount of \$50.00 per violation. In addition, if a fine is not paid it shall be deemed an assessment, and collectible in the same manner as an assessment.

This fine system may be invoked independently of or concurrently with any other available remedy.

This instrument prepared by:
Edward Dicker, Esquire
ST. JOHN, DICKER, KRIVOK & CORE, P.A.
500 Australian Avenue So., Suite 600
West Palm Beach, Florida 33401
(407) 655-8994

CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS FOR
THE HAMPTONS AT MAPLEWOOD

I HEREBY CERTIFY that the Amendments attached as Exhibit "1" to this Certificate were duly adopted as Amendments to the Declaration of Covenants and Restrictions for The Hamptons at Maplewood. Also attached is the consent of the Mortgagee with the highest aggregate mortgage indebtedness. The original Declaration of Covenants and Restrictions for the Hamptons at Maplewood is recorded in official Records Book 5804, Page 1141 of the Public Records of Palm Beach County, Florida.

DATED this 14th day of August, 2000.

As to witnesses:

Witness

Witness

THE HAMPTONS AT MAPLEWOOD
HOMEOWNERS ASSOCIATION, INC.
By: _____
President
Attest: _____
Secretary

(SEAL)

STATE OF FLORIDA)
)
) ss

COUNTY OF PALM BEACH)

BEFORE ME personally appeared _____, the President and _____ Secretary of The Hamptons at Maplewood Homeowners Association, Inc., who produced _____ and _____ as identification or are personally known to me to be the individuals who executed the foregoing instrument and acknowledged to and before me that they executed such instrument as President and Secretary of the Association with due and regular corporate authority, and that said instrument is the free act and deed of the Association.

WITNESS my hand and official seal this 14th day of August, 2000.

Notary Public
State of Florida at Large

Item 1. Article IV(3) of the Declaration of Covenants and Restrictions for The Hamptons at Maplewood shall be amended to read as follows:

No motorcycle, all-terrain vehicle (excluding passenger cars with four-wheel drive, i.e. Jeeps, Broncos, and similar vehicles), truck, trailer, boat, van, camper, motorhome, bus or similar vehicle shall be parked ~~on any Lot, or driveway,~~ within the confines of The Hamptons at Maplewood except: (1) within a single family home garage, (2) commercial vehicles, vans, or trucks delivering goods or furnishing services temporarily during daylight hours, and (3) upon such portions of the Hamptons at Maplewood as the Board and the Maplewood POA may jointly, in their discretion, allow. In the event that there is a dispute concerning the type of vehicle, then the State of Florida vehicle registration shall control. The Association shall have the right to authorize the towing away of any vehicles in violation of this rule with the costs and fees, including attorneys' fees, if any, to be borne by the vehicle owner or violator.

The Board of Directors shall "grandfather in" any vehicle which shall be in violation of this restriction, providing that the vehicle is unable to fit in the garage; that the vehicle is owned or leased by the owner at the time this amendment is recorded; that the owner notifies the Board of Directors of such vehicle within thirty days from the recording date of this Amendment and completes any application and furnished any other information requested by the Board of Directors. If such vehicle is "grandfathered in" it shall be for a period of three (3) years from the recording of this amendment.

Item 2. There shall be a new Article VI(6) added to the Declaration of Covenants and Restrictions for the Hamptons at Maplewood which shall read as follows:

Notwithstanding anything to the contrary contained in this Declaration, the Association shall have the responsibility to paint

the exterior of each home. The Board shall have the right to raise the necessary funds by levying a special assessment, such assessment may be paid in quarterly installments over a three (3) year period. Such shall be done every six (6) years (with the next painting to be done in the year 2003).

Item 3. There shall be a new paragraph added to Article IV(8) of the Declaration of Covenants and Restrictions for the Hamptons at Maplewood which shall read as Follows:

There shall be no vehicle parked on an owner's driveway or on any road within the Hamptons at Maplewood which is not currently registered and/or which appears to be inoperable. Any such vehicle may be permitted to park in a garage.

Item 4. There shall be a new paragraph added to Article IV(8) of the Declaration of Covenants and Restrictions for the Hamptons at Maplewood which shall read as follows:

There shall be no repairs or vehicles on driveways or on the roads within Hamptons at Maplewood.

Item 5. There shall be a new paragraph added to Article IV(8) of the Declaration of Covenants and Restrictions for the Hamptons of Maplewood which shall read as follows:

There shall be no parking of any vehicle or any part of a vehicle on the grass or swale area throughout Hamptons at Maplewood.