

Prepared by:

Nason, Yeager, Gerson, White & Lioce, P.A.
Adam G. Gutin
1645 Palm Beach Lakes Blvd., Suite 1200
West Palm Beach, Florida 33401

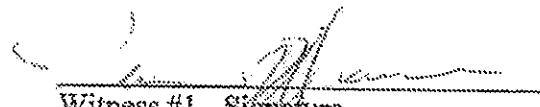
**NOTICE OF REFILING AND PRESERVATION OF AMENDED DECLARATION OF
PROTECTIVE COVENANTS AND RESTRICTIONS OF YACHT HARBOR MANOR
IN ACCORDANCE WITH CHAPTER 712, FLORIDA STATUTES**

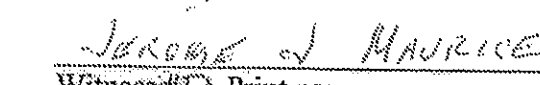
In accordance with Sections 712.05 and 712.06, Florida Statutes, the undersigned homeowners' association, YACHT HARBOR MANOR PROPERTY OWNERS' ASSOCIATION, INC., a Florida not for profit corporation (*Association*), to preserve and protect from extinguishment by the operation of Chapter 712, Florida Statutes that certain Amended Declaration of Protective Covenants and Restrictions of Yacht Harbor Manor recorded in Official Record Book 4780, Page 358, Public Records of Palm Beach County, Florida (*Declaration*) hereby gives notice that:

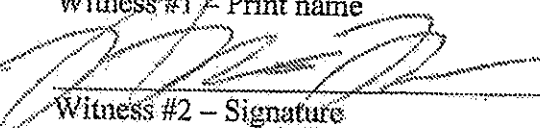
1. The Association's address is 1281 N. Ocean Drive, Suite 185, Riviera Beach, Florida 33404.
2. In accordance with Section 712.06(b), Florida Statutes, the affidavit regarding delivery of notice (including, but not limited to, the Statement of Marketable Title Action) to the members of the Association is attached hereto as Exhibit "A".
3. As set forth in Article II of the Declaration, this notice affects that certain land located in Section 27, Township 42 South, Range 43 East, Palm Beach County, Florida, known as the Yacht Harbor Manor subdivision, as more particularly described on Exhibit "B" attached hereto.
4. The Declaration remains in full force and effect and a copy of the Declaration is attached hereto as Exhibit "C".

Signed in the presence of:

YACHT HARBOR MANOR PROPERTY
OWNERS' ASSOCIATION, INC.


Witness #1 - Signature


Witness #1 - Print name


Witness #2 - Signature

By: 

Name: John T. Maurice

Title: President

Date: 11/17/15

Witness #2 -- Print name Nathan E. Nelson

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

The foregoing instrument was acknowledged before me this 17th day of November 2015, by John Miller, as President of Yacht Harbor Manor Property Owners' Association, Inc., ☒ who is personally known to me OR ☐ who produced _____ as identification.

Notary Signature

Print Notary Name

NOTARY PUBLIC
State of Florida at Large

My Commission Expires:



CHRISTOPHER ZETWICK
MY COMMISSION # EE 211059
EXPIRES June 26, 2016
Bonded Third Budget Notary Services

EXHIBIT "A"

AFFIDAVIT IN ACCORDANCE WITH SECTION 712.06(b), FLORIDA STATUTES

Before me, the undersigned authority, personally appeared John J. Miller (Affiant), who being by me first duly sworn, on oath, deposes and says:

1. Affiant serves as a director on the Board of Directors (**Board**) of Yacht Harbor Manor Property Owners' Association, Inc., a Florida not for profit corporation (**Association**).
2. The Board held a meeting on 11/17, 2015 (**Meeting**).
3. At least 7 days before the Meeting, a notice stating the Meeting's time and place and containing the Statement of Marketable Title Action set forth below was mailed or hand delivered to all the members of the Association.

STATEMENT OF MARKETABLE TITLE ACTION

The Yacht Harbor Manor Property Owners' Association, Inc. (the "Association") has taken action to ensure that the Amended Declaration of Protective Covenants and Restrictions of Yacht Harbor Manor, recorded in Official Records Book 4780, Page 358, of the public records of Palm Beach County, Florida, as may be amended from time to time, currently burdening the property of each and every member of the Association, retains its status as the source of marketable title with regard to the transfer of a member's residence. To this end, the Association shall cause the notice required by chapter 712, Florida Statutes, to be recorded in the public records of Palm Beach County, Florida. Copies of this notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association.

FURTHER AFFIANT SAYETH NAUGHT.

AFFIANT:

John J. Miller
John J. Miller as a director of Yacht Harbor Manor Property Owners' Association, Inc.

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

SWORN TO AND SUBSCRIBED before me this 17th day of November, 2015, by John Miller, as a director of Yacht Harbor Manor Property Owners' Association, Inc.,
(☒) who is personally known to me OR () who produced _____ as identification.

Notary Signature

Print Notary Name

NOTARY PUBLIC - State of Florida

My Commission Expires: _____

CHRISTOPHER ZETWICK
MY COMMISSION # EE 211089
EXPIRES: June 26, 2018
United Three Budget Notary Services

Yacht Harbor Manor, a subdivision according to the Plat thereof recorded at Plat Book 25, Page 1, in the Public Records of Palm Beach County, Florida.

1. 12. 1954

EXHIBIT "C"

Commencing on the next page attached hereto is a copy of that certain Amended Declaration of Protective Covenants and Restrictions of Yacht Harbor Manor originally recorded in Official Records Book 4780, Page 358, in the Public Records of Palm Beach County, Florida.

[***INSERT COPY OF DECLARATION***]

Amended

Declaration of Protective Covenants and Restrictions

of

Yacht Harbor Manor

WHEREAS, Protective Covenants and Restrictions, which affect all of the Subdivision of YACHT HARBOR MANOR, Palm Beach County, Florida are recorded in Deed Book 1166, page 271, of the Public Records of Palm Beach County, Florida, and

WHEREAS, amendments and modifications to said Covenants were made and recorded in Official Record Book 1968, page 1367, which created Yacht Harbor Manor Property Owners Association, Inc., and

WHEREAS, a majority of the Owners of the lots of YACHT HARBOR MANOR are desirous of substantially amending the Protective Covenants and Restrictions recorded in Deed Book 1968, page 1367, of the Public Records of Palm Beach County, Florida, and in lieu thereof are desirous of subjecting all of the property in the Subdivision of YACHT HARBOR MANOR to the Declaration of Covenants and Restrictions hereinafter set forth, each and all of which is for the benefit of said property and of each present and future Owner thereof, or any part thereof, and shall inure to the benefit of and pass with said property and each and every part thereof, or any part thereof, and shall apply to and bind every present and future Owner of said property or any part thereof, and their heirs, successors and assigns;

THEREFORE, said Owners do hereby submit the following Declaration of Covenants and Restrictions in replacement and amendment to the previous Protective Covenants and Restrictions as follows:

ARTICLE I

DEFINITIONS

1. "Declaration" shall mean the covenants, conditions and restrictions and all other provisions herein set forth in this entire document, as may from time to time be amended.

2. "Association" shall mean and refer to Yacht Harbor Manor Property Owners Association, Inc. its successors and assigns.

3. "The Properties" shall mean and refer to all real property which is subject to this Declaration and the original protective covenants and restrictions as recorded in Official Record Book 1166, page 271, Public Records of Palm Beach and described as Section 27, Township 42 South, Range 43 East, according to the Plat Book 24, Page 1, Palm Beach County, Florida.

4. "Common Area" shall mean and refer to those areas of land and improvements thereto, which are intended to be devoted to the common use and enjoyment of the members of Yacht Harbor Manor, including the wall entry area, the entry Island Blvd., and the 1200 foot right of way to the beach shared with Palm Beach Isles between the Rutledge and Hilton Hotel.

5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any one lot pursuant to the recorded plat of Yacht

Harbor Manor, but excluding those having such interest merely as security for the performance of an obligation.

6. "Rules and Regulations" shall be the rules and regulations and policies as may be amended by the Board of Directors from time to time.

7. "Bylaws" shall mean the Bylaws of the Association attached hereto as Schedule A.

8. "Articles" shall mean the Amended Articles of Incorporation of the Association attached hereto as Schedule B.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

1. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Palm Beach County, Florida and more particularly described in the original protective covenants and restrictions as recorded in Official Record Book 1166, Page 271, Public Records of Palm Beach County, and described as Section 27, Township 42 South, Range 43 East according to the Plat Book 25, Page 1, Palm Beach County, Florida.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

1. Members. Every person or entity who is presently a record owner of a fee or undivided fee interest in any lot and/or home which is subject to these covenants of record by the Association shall be a mandatory member of the Association. Each new owner shall automatically become a member of the Association by virtue of acceptance of the deed of conveyance to his dwelling or lot. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Members shall herein be referred to as "Owners".

2. Voting Rights. As a member of such Association said owner shall be governed by the Articles of Incorporation and the Bylaws of the Association and as a member shall be entitled to one (1) vote for each lot or dwelling owned.

ARTICLE IV

COMMON AREA

1. Obligations of the Association. The Association, subject to the rights of the owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair. The Association shall, at its expense, maintain or cause to be maintained, all areas titled to the Association.

2. Members' Easement of Enjoyment. Subject to the provisions herein, every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, and every member shall have a right of enjoyment in the Common Area.

3. **Damage or Destruction of Common Area by Owner.** In the event any common area is damaged or destroyed by an owner or any of his guests, tenants, licensees, agents or member of his family, such owner does hereby authorize the Association to repair said damaged area; the Association shall repair said damaged area in a good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association in the discretion of the Association. The amount necessary for such repairs shall become a Special Assessment upon the lot of said owner. In the event the assessment is not paid, a lien will be imposed on said owners lot as provided herein.

ARTICLE V

COVENANTS FOR MAINTENANCE ASSESSMENTS

1. **Creation of the Lien and Personal Obligation of Assessments.** Each owner of any lot, whether or not it shall be so expressed in his deed, is deemed to covenant and agree to pay the Association the following: (1) annual general assessments or charges, and (2) special assessments (if needed), all as provided in the Bylaws.

All such assessments, together with interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the owner's lot and shall be a continuing lien upon the owner's lot against which each such assessment is made. Each such assessment, together with interest thereon, attorneys fees and costs of collection thereof, shall also be the personal obligation of the person who was the owner of such lot at the time when the assessment fell due.

2. General Assessment.

a) **Purpose of Assessment.** The general assessment levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the subdivision community and for the improvement, maintenance and operation of the common area and facilities.

b) **Basis for Assessment.** Each lot shall be assessed at an equal rate.

c) **Method of Assessment.** The Association Directors of the Board shall fix the annual assessment upon the basis provided in the Bylaws, provided, however, that the annual assessments shall be sufficient to meet the obligations imposed by the Declaration. The Board shall set the date(s) such assessments shall become due. The Board shall provide for collection of assessments annually.

3. **Special Assessment** In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year for the purpose of defraying, in whole or in part, any proper cost or expenditure of the Association. Provided, however, no such assessment shall exceed \$20 per lot unless approved by at least fifty-one percent (51%) of the entire membership of the Association.

4. **First Date of Commencement of Annual Assessments.** The annual assessments provided for herein shall first commence on the recording of this document in the Public Records of Palm Beach County.

5. **Effect of Nonpayment of Assessments; Remedies of the Association.** Any assessment not paid within thirty (30) days after the due date may upon resolution of the Board bear interest from the due date at a percentage rate no greater than 18% annual interest rate charged on an "open account" to be set by the Board for each assessment period. The Association may bring an action at law or equity against the owner personally obligated to pay the same or foreclose the lien against his lot and to further assess the owner for the Association's attorneys fees and costs incident to said action. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his lot.

6. **Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any institutional first mortgage. When the mortgagee of a first mortgage of record or other purchaser of a dwelling obtains title to the dwelling as a result of foreclosure of the first mortgage, such acquirer of title, his successors and assigns, shall not be liable for any delinquent assessments due the Association pertaining to such dwelling or chargeable to the former homeowner of such dwelling which became due prior to acquisition of title as a result of foreclosure until said dwelling is either sold or leased by the first mortgage holder. Such unpaid assessments shall be deemed to be a common assessment collectible from all of the homeowners including such acquirer, his successors and assigns.

7. **Exempt Property.** The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (1) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (2) all common areas; (3) all properties exempted from taxation by state or local governments upon the terms and to the extent of such legal exemption. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges, or liens.

8. **Annual Budget.** The Board of Directors shall adopt an annual budget for the subsequent fiscal year, which shall provide for allocation of expenses in such a manner that the obligations imposed by the Declaration and Bylaws will be met. The first said budget, subject to later change by the Board, shall require each lot owner to pay \$20 per year.

ARTICLE VI

USE OF PROPERTY

1. Protective Covenants.

(a) **Residential Use.** All property designated for residential use shall be used, improved and devoted exclusively to residential use. Nothing herein shall be deemed to prevent the owner from leasing a lot or home to a single family, subject to all of the provisions of the Declaration.

(b) **Nuisances.** No nuisance shall be permitted to exist or operate upon any property so as to be detrimental to any other property in the vicinity thereof or to its occupants.

(c) **Restriction on Further Subdivision.** No lot shall be further subdivided or separated by any owner, and no portion less than all of any such lot, nor any easement or other interest herein, shall be conveyed or transferred by an owner, provided that this shall not prohibit deeds of correction, deeds to resolve boundary disputes, and similar corrective instruments.

2. Other Restriction, Rules and Regulations.

The following set of restrictions and regulations shall be adhered to by each homeowner, lessee, their houseguests or visitors:

(a) No owner, lessee, their guest or visitors shall make or permit any disturbance that will interfere with the rights, comforts, or convenience of others.

(b) Offensive pets may be removed by the Association after notice to the owner with the prevailing party being entitled to recover the cost of proceedings and reasonable attorneys fees. Pets shall be restricted to no more than three (3) pets per dwelling. A pet shall mean a dog or cat.

(c) Pets shall be on a leash at all times as is required by the Leash Law for the City of Riviera Beach. Dogs shall not be walked on grass other than immediately surrounding the owners yard. Pets found running loose shall be reported to the City of Riviera Beach and will be picked up and impounded. The owner of each pet shall be required to clean up after the pet in order to properly maintain lots and the common area.

(d) Garbage shall be placed in receptacles. In no event shall garbage be placed outside of the garbage receptacles.

(e) On any re-sale of a lot the buyer and seller shall comply with all the provisions of this Declaration.

(f) There shall be no assembling or disassembling of motor vehicles in the front yard except for ordinary maintenance as the changing of a tire, battery, etc.

(g) Parents and lessors shall be held responsible by the Association for all property damage to common areas.

(h) All lots in the plotted tract shall be used exclusively for the construction of single, private one family dwellings.

(i) No building or structure including docks, piers, pilings and sea walls, or any addition or alterations thereto of any kind or description shall be commenced, erected or maintained upon any portion of the Subdivision without first submitting complete plans and specifications thereof to the Association's Covenants Committee. The Covenants Committee shall be appointed by the President of the Association with the approval of the majority of the Board of Directors of the Association and shall serve until their successors are duly appointed and approved. Any vacancies in the Covenants Committee shall be filled in a like manner.

(j) Under no circumstances shall the main walls of any private dwelling house enclose less than 1500 square feet of ground floor area, inclusive of garage. Private dwellings erected on lots 31 to 72 inclusive shall enclose a minimum of 2000 square feet of ground floor area inclusive of garage. No carports shall be permitted, but garages shall be allowed.

(k) The main building or structure shall not be located nearer than 7-1/2 feet to any side lot or plot line, nor shall same be located nearer than 15 feet to the side street line nor nearer than 25 feet to the water front line, nor shall same be located nearer than 15 percent length of the lot on other than lots which abut water at the rear. Detached garages or other out buildings or structures may be allowed only upon and after receiving the written approval thereof by the Covenants Committee.

(l) Any interests regarding riparian rights which shall be obtained in the purchase of lots 31, 32, 33, 34, 71 and 72 shall be restricted solely for the construction of docks, piers and pilings subject to the approval of the Covenants Committee and the said riparian rights acquired shall be used solely as submerged property and never be filled.

(m) The Covenants Committee shall have the right to refuse to approve such plans and specifications, which in its opinion, are not suitable or desirable for aesthetic or other reasons; and in passing upon such plans and specifications, the Covenants Committee shall have the right to take into consideration the suitability of the proposed building or other structure, and of the materials of which it is to be built, its type, size and design, the harmony thereof with the surroundings, and the effect of the building or other structures as planned on the outlook from the adjacent or neighboring property. No temporary or removable structures or living quarters shall be permitted on said property other than necessary and temporary construction buildings during course of construction.

(n) The Covenants Committee reserves the right to restrict and/or specify the size, type, design and content of all signs, walls, fences and hedges on the property. No such walls, fences, hedges or signs shall be allowed without first procuring the Covenants Committee's written permission.

(o) In order to assure lot owners in the development that the action of the Covenants Committee will not be capricious, unreasonable, or arbitrary, but exclusively intended to better protect the investment of all property owners in Yacht Harbor Manor, any action of the Covenants Committee may be reviewed, revised, or negated in the manner following:

An owner may within ten days of the Covenants Committee's action, on non approval or partial non approval of plans and/or specifications, request in writing a review thereof. Within five days thereafter the architect of the lot owner and the Covenants Committee and/or its designee or architect shall meet for the purpose of resolving the differences between them. Failing in this, Owner may request the appointment of an arbitration board, consisting of the three architects, one selected by the Owner, one selected by the Covenants Committee, together with a third qualified and registered architect located in the Palm Beach area to be selected and approved by both the architects of Owner and the Covenants Committee. The majority opinion of said arbitration board shall be final and binding upon all parties concerned. Any costs that may be incurred incident to said arbitration proceedings will be borne by the Covenants Committee in the event only that the board determines that the Covenants Committee erred in refusing to accept the plans and specifications as submitted by Owner; and otherwise by the Owner.

(p) No noxious or offensive trade or activity shall be carried on, or upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No trade, business, profession or so-called boarding or rooming house shall be conducted on any part or any lot located in Yacht Harbor Manor.

(q) Easements affecting the lots are reserved as shown on plat for utility installation and maintenance.

(r) No trucks, trailers, campers, boats and trailers may be parked in the front driveway or front yard. Provided,

however, such vehicles on occasion for purposes of loading or off loading may be parked but not in excess of thirty-six hours.

(s) In addition to the foregoing, all owners and lessees of dwellings in Yacht Harbor Manor shall abide by these Declaration of Covenants and Restrictions for Yacht Harbor Manor and the Articles of Incorporation, and Bylaws of the Yacht Harbor Manor Property Owners Association, Inc. and its Rules and Regulations.

ARTICLE VII

MORTGAGEE'S RIGHT OF ACCESS

All mortgagees of owners shall specifically have a complete right of access to all of the common property for the purpose of ingress and egress to any and all dwellings upon which they have a mortgage loan.

ARTICLE VIII

GENERAL PROVISIONS

1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

2. Amendment. This Declaration may be amended at any time by an instrument approved by not less than fifty-one percent (51%) of the owners. Any amendment must be recorded.

3. Enforcement. The Association or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, condition, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration and Bylaws. The prevailing party in any such action shall be entitled to reasonable attorneys fees and costs from the non-prevailing party. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

I HEREBY CERTIFY that the above Declarations with attachments was approved by in excess of Fifty percent (50%) of the owners of Yacht Harbor Manor.

Witnesses:

YACHT HARBOR MANOR PROPERTY
OWNERS ASSOCIATION, INC.

By: [Signature]
President

[Signature]

STATE OF FLORIDA :
COUNTY OF PALM BEACH :

I HEREBY CERTIFY that on this 29th day of January 1986, before me personally appeared James J. Goode, III, President of Yacht Harbor Manor

Law Offices Powell, Thompson & St. John, P.A.

328-C CLEMATIS STREET • WEST PALM BEACH, FLORIDA 33401 • TELEPHONE (305) 655-5133

84780 P0364

Property Owners Association, Inc., a corporation under the laws of the State of Florida, to me known to be the individual and officer described in and who executed the foregoing instrument, and severally acknowledged its execution to be his free act and deed as such duly authorized officer; and that the official seal of the corporation is duly affixed and the instrument is the act and deed of the corporation.

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

[Signature]
Notary Public,
State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JAN 30, 1990
BONDED THRU GENERAL INS. UND.

Witnesses:

YACHT HARBOR MANOR PROPERTY
OWNERS ASSOCIATION, INC.

[Signature]
[Signature]

By [Signature]
Secretary

STATE OF FLORIDA :
COUNTY OF PALM BEACH :

I HEREBY CERTIFY that on this 29th day of January, 1986, before me personally appeared Agnes Runty, Secretary of Yacht Harbor Manor Property Owners Association, Inc., a corporation under the laws of the State of Florida, to me known to be the individual and officer described in and who executed the foregoing instrument, and severally acknowledged its execution to be her free act and deed as such duly authorized officer; and that the official seal of the corporation is duly affixed and the instrument is the act and deed of the corporation.

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

[Signature]
Notary Public
State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JAN 30, 1990
BONDED THRU GENERAL INS. UND.

94780 P0365

This instrument prepared by:

Rod Tennyson, Esquire
325-C Clematis Street
West Palm Beach, FL 33401
Tel: (305) 659-5133

SCHEDULE A

AMENDED BY-LAWS

YACHT HARBOR MANOR PROPERTY OWNERS ASSOCIATION, INC.

(a corporation not for profit under the laws
of the State of Florida)

ARTICLE I

IDENTITY

These are the By-laws of Yacht Harbor Manor Property Owners Association, Inc., (hereinafter called Association) a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of State on the 6th day of October, 1962; Charter number 704616. The Association has been organized for the uses and purpose of enforcing the Declaration of Restrictions of Yacht Harbor Manor located in Palm Beach County, Florida, which members shall be all property owners at Yacht Harbor Manor. Such operation by the Association shall include the management of Yacht Harbor Manor in keeping with the terms and conditions as set forth in the Declaration of Covenants and Restrictions of Yacht Harbor Manor, and the enforcement of such covenants and restrictions.

A. The office of the Association shall be at Yacht Harbor Manor.

B. The fiscal year of the Association shall be the calendar year.

C. The seal of the corporation shall bear the name of the corporation, the word "Florida", the words "Corporation Not for Profit" and the year of the incorporation.

ARTICLE II

MEMBERS' MEETINGS

A. The annual members' meeting shall be held once a year at such location and time as shall be designated in the Notice of Meeting, for the purpose of electing directors and transacting any other business authorized to be transacted by the members.

B. Special members' meetings shall be held whenever called by the President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast one-third (1/3) of the votes of the entire membership.

C. Notice of all members' meetings, stating the time and place and the objects for which the meeting is called, shall be given by the President, Vice President or Secretary unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. Notice of meeting may be waived before or after meetings.

D. Quorum at members' meetings shall consist of members in person or proxy entitled to cast not less than 20% of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except when

Law Offices Farrell, Thompson & St. John, P.A.

approval by a greater number of members is required by the Declaration of Restrictions, the Articles of Incorporation or these By-laws.

Z. Voting.

1. In any meeting of members the owners of each lot shall be entitled to cast one vote as the owner of a home or lot. The voting member shall be designated on a certificate filed with the Secretary.

2. If a home or lot is owned by one person, his right to vote shall be established by the record title to his home or lot. If a home or lot is owned by more than one person, or is under lease, the person entitled to cast the vote for the home or lot shall be designated by a certificate signed by all of the record owners of the home or lot and filed with the Secretary of the Association. If a home or lot is owned by a corporation, the person entitled to cast the vote for the home or lot shall be designated by a certificate signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the home or lot concerned. A certificate designating the person entitled to cast the vote of a home or lot may be revoked by the owner. If such a certificate is not on file, the vote of such owner shall not be considered in determining the requirement for a quorum nor for any other purpose.

P. Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy and must be filed with the Secretary before the appointed time of the meeting or any adjournment of the meeting.

G. Adjourned meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

H. The order of business at annual members' meetings and, as far as practical at other members' meetings, shall be:

1. Call to order by the President.
2. Calling of the roll and certifying of proxies.
3. Proof of notice of meeting or waiver of notice.
4. Reading and disposal of any unapproved minutes.
5. Reports of officers.
6. Reports of committees.
7. Election of directors.
8. Unfinished business.
9. New business.
10. Adjournment.

ARTICLE III

DIRECTORS

A. Membership. The affairs of the Association shall be managed by a board which shall consist of seven (7) directors.

B. Election of directors shall be conducted in the following manner:

1. Election of directors shall be held at the annual members' meeting.

2. A nominating committee of three (3) members shall be appointed by the Board of Directors not less than thirty (30) days prior to the annual members' meeting. The committee shall nominate one person for each director then serving. Other nominations may be made from the floor.

3. The election shall be by ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

4. Except as to vacancies provided by removal of directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining directors.

5. Any director may be removed by concurrence of fifty-one (51) of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.

C. The term of each director's service shall be the calendar year following his/her election and subsequently until his successor is duly elected and qualified or until he/she is removed in the manner elsewhere provided.

D. The organization meeting of a newly elected Board of Directors shall be held within sixty (60) days of their election at such place and at such time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

E. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings shall be given to each director personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

F. Special meetings of the Board of Directors may be called by the President, and must be called by the Secretary at the written request of one-third (1/3) of the directors. Not less than three (3) days' notice of the meeting shall be given personally or by mail, telephone, or telegraph, which notice shall state the time, place and purpose of the meeting.

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

H. A quorum at directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of directors is required by the Articles of Incorporation or these By-laws.

I. Adjourned meetings. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

J. Joinder in meeting by approval of minutes. The joinder of a director in the action of a meeting by signing and

concurring in the minutes of that meeting shall constitute the presence of such director for the purpose of determining quorum.

K. The presiding officer at directors' and membership meetings shall be the President. In the absence of the President, the directors present shall designate one of their number to preside.

L. The order of business at directors' meetings shall be as follows:

1. Calling of the roll.
2. Proof of due notice of meeting.
3. Reading and disposal of any unapproved minutes.
4. Reports of officers and committees.
5. Election of officers (if necessary).
6. Unfinished business.
7. New business.
8. Adjournment.

M. Directors' fees shall not be allowed.

ARTICLE IV

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Association existing under the Articles of Incorporation and these By-laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by owners when such is specifically required.

ARTICLE V

OFFICERS

A. The executive officers of the Association shall be a President, a Vice-President, a Second Vice-President, an Ex-Officio, a Treasurer, a Secretary, and an Assistant Secretary, all of whom shall be directors and shall be elected annually by the Board of Directors and who may be peremptorily removed by vote of the directors at any meeting. Any person may hold two or more offices except that the President shall not be also the Secretary or Assistant Secretary. The Board of Directors, from time to time, shall elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

B. The President shall be the chief executive officer of the Association. He/She shall have all of the powers and duties usually vested in the office of the president of an association, including but not limited to the power to appoint committees from among the members from time to time, as he/she in his/her discretion may determine appropriate, to assist in the conduct of the affairs of the Association.

C. The Vice President, in the absence or disability of the President, shall exercise the powers and perform the duties of the President. He/She also shall assist the President generally and exercise such other powers and perform such other duties as shall be prescribed by the directors. The Second Vice President shall perform said duties when the Vice President and the President are absent or disabled.

D. The Secretary shall keep the minutes of all proceedings of the directors and members. He/She shall attend to the giving and serving of all notices to the members and

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

E. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He/She shall keep the books of the Association in accordance with good accounting practices; and he/she shall perform all other duties incident to the office of Treasurer.

F. The Ex-Officio shall be a former officer of the Association and shall assist the President.

ARTICLE VI

COMMITTEES

The President with consent of the Board of Directors shall annually appoint the Covenants Committee and other standing committees as the Board deems necessary. It shall be the duty of each committee to elect a Chairman from among themselves who will attend all of the meetings of the Board of Directors of the Association. The committees shall perform such other duties as may be assigned by the Board.

ARTICLE VII

FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Articles of Incorporation shall be supplemented by the following provisions:

A. Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

1. Current expense, which shall include all receipts and expenditures within the year for which the budget is made including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements or to operations. The balance of this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year.

2. Reserve for deferred maintenance, which shall include funds for maintenance items that occur less frequently than annually.

3. Reserve for replacement, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

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

B. Budget. The Board of Directors shall adopt a budget for each calendar year that shall include the estimated funds required to maintain the foregoing accounts and reserves according to good accounting procedure.

Provided, however, the total budget shall not exceed by 115% the previous years budget unless approved by at least fifty-one (51%) percent of the entire membership of the Association.

C. Annual Assessments. Assessments against the homeowners for their shares of the items of the budget shall be made for the calendar year annually in advance on or before January 15 of the year for which the assessments are made. Such assessments shall be due in one installment on the first day of March of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last year's prior assessment and until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended or special assessment made at any time by the Board of Directors if the accounts of the amended budget or special assessment do not exceed the limitations for that year. Any account that does exceed such limitation shall be subject to the prior approval of the membership of the Association as previously required by these By-laws.

D. Assessment upon default. If an owner shall be in default in the payment of an assessment, the Board of Directors shall notice to the owner of the unpaid balance of the assessment which shall come due upon the date stated in the notice, but not less than twenty (20) days after the mailing of such notice to him by registered or certified mail.

E. The depository of the Association shall be designated from time to time by the Directors and in which the moneys of the Association shall be deposited. Withdrawal of moneys from such accounts shall be only by checks signed by such persons as are authorized by the Directors.

F. Audit. At the Annual Meeting of the Association, the members present shall determine by a majority vote whether an audit of the accounts of the Association for the year shall be made by a Certified Public Accountant, a Public Accountant, or by an auditing committee consisting of not less than three members of the Association none of which shall be Board members. The cost of the audit shall be paid by the Association.

ARTICLE VIII

PARLIAMENTARY RULES

Roberts Rules of Order shall apply when not in conflict with these By-Laws, Declaration, or Articles.

ARTICLE IX

AMENDMENTS

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

A. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

B. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by not less than Twenty percent (20%), in writing, of the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval

is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be by not less than fifty-one percent (51%) of the entire membership of the Association.

C. Proviso. Provided, however, that no amendments shall discriminate against any owner nor against any home or class or group of homes unless the owners so affected shall consent. No amendment shall be made that is in conflict with the Articles of Incorporation or Declaration of Restrictions.

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

The foregoing were adopted as the By-laws of Yacht Harbor Manor Property Owners' Association, Inc., a corporation not for profit under the laws of the State of Florida, at the meeting of the membership wherein in excess of 50% of the property owners approved same on the 29 day of January, 1986.

YACHT HARBOR MANOR PROPERTY
OWNERS ASSOCIATION, INC.

By: [Signature] President

[Signature] Secretary

STATE OF FLORIDA :
COUNTY OF PALM BEACH :

I HEREBY CERTIFY that on this 29th day of January 1986, before me personally appeared James J. Goode, III and Agnes Runty President and Secretary of Yacht Harbor Manor Property Owners Association, Inc., a corporation under the laws of the State of Florida, to me known to be the individuals and officers described in and who executed the foregoing instrument, and severally acknowledged its execution to be his free act and deed as such duly authorized officer, and that the official seal of the corporation is duly affixed and the instrument is the act and deed of the corporation.

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

[Signature]
Notary Public,
State of Florida

My Commission Expires:

This instrument prepared by:
Rod Tennyson, Esquire
325-C Clematis Street
West Palm Beach, FL 33401
Tel: (305) 659-5133

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JAN 30, 1990
DORCEO THRU GENERAL INS. UND.

Law Offices Powell, Tennyson & St. John, P.A.

325-C CLEMATIS STREET • WEST PALM BEACH, FLORIDA 33401 • TELEPHONE (305) 659-5133

84780 P0372

SCHEDULE B

AMENDED
ARTICLES OF INCORPORATION
OF

YACHT HARBOR MANOR PROPERTY OWNERS ASSOCIATION, INC.

(a corporation not for profit under the laws of
the State of Florida)

The undersigned by these Articles associate themselves
for the purpose of forming a corporation not for profit under
Chapter 617, Florida Statutes as amended, and certify as
follows:

ARTICLE I

NAME

The name of the corporation shall be YACHT HARBOR MANOR
PROPERTY OWNERS ASSOCIATION, INC. For convenience, the
corporation shall be referred to in this instrument as the
Association.

ARTICLE II

PURPOSE

A. The purpose for which the Association is organized is
to provide an entity to enforce a Declaration of Restrictions
on lands of Yacht Harbor Manor located in Palm Beach County,
Florida, which membership shall consist of all of the property
owners at Yacht Harbor Manor. The Association shall be
responsible for the management of Yacht Harbor Manor in keeping
with the terms and conditions as set forth in the Declaration
of Covenants and Restrictions for Yacht Harbor Manor.

B. The Association shall make no distributions of income
to its members, directors or officers.

ARTICLE III

POWERS

The powers of the Association shall include and 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.

B. The Association shall have all of the powers and
duties set forth in the Declaration of Covenants and
Restrictions for Yacht Harbor Manor except as limited by these
Articles, and all of the powers and duties reasonably necessary
to operate the Yacht Harbor Manor pursuant to the Covenants and
Restrictions and as it may be amended from time to time,
including but not limited to the following:

1. To make and collect assessments against owners
to defray the costs and expenses of the Association.

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

Law Offices Powell, Tennyson & St. John, P.A.

3. To maintain, repair, replace and operate the property of the Association.

4. To make and collect assessments against owners to purchase insurance upon the property of the Association and insurance for the protection of the Association and its members.

5. To reconstruct the improvements after casualty and to further improve property owned by the Association.

6. To make and amend reasonable regulations regarding the community so long as said rules are reasonable and do not conflict with these Articles, By-Laws and the Declaration of Restrictions.

7. 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 of Covenants and Restrictions to have the approval of the Board of Directors or the membership of the Association.

8. To employ personnel to perform the services required for proper operation of the Association property.

C. 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 of Covenants and Restrictions, these Articles of Incorporation and the By-Laws.

D. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Covenants and Restrictions of Yacht Harbor Manor.

ARTICLE IV

MEMBERS

A. The members of the Association shall consist of all of the record owners of lots and/or homes at Yacht Harbor Manor. New membership shall be evidenced by delivery of a membership certificate at the time of closing on a home or lot.

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 home or lot in Yacht Harbor Manor and the delivery to the Association of a certified 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, at which time the Association shall issue a new membership certificate.

C. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his home.

D. The owner of each lot shall be entitled to at least one vote as a member of the Association. The exact number of votes to be cast by owners of a home and the manner of exercising voting rights shall be determined by the By-Laws of the Association, subject, however, to the terms and conditions as set forth in the Declaration of Covenants and Restrictions.

ARTICLE V

DIRECTORS

A. The affairs of the Association will be managed by a Board consisting of seven (7) directors.

B. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

C. The directors named in these Articles shall serve until the next election of directors, and any vacancies in their number occurring before the first election shall be filled by the remaining directors.

D. The names and addresses of the members of the Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

James J. Goode, President
1097 Morse Blvd.
Singer Island, Florida 33404

Lorne Johnston, Vice-President
1280 Singer Drive
Singer Island, Florida 33404

Stu Taber, Treasurer
1281 Singer Drive
Singer Island, Florida 33404

Agnes Kunuty, Secretary
1120 Powell Drive
Singer Island, Florida 33404

Jack Hawkins, Second Vice-President
1000 Powell Drive
Singer Island, Florida 33404

Cheryl Bennett, Assistant Secretary Director
1167 Morse Boulevard
Singer Island, Florida 33404

Chuck Nairn, Ex-Officio Director
1120 Morse Blvd.
Singer Island, Florida 33404

ARTICLE VI

OFFICERS

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

James J. Goode, President

1097 Morse Blvd.
Singer Island, FL 33404

Lorne Johnston, Vice President	1280 Singer Drive Singer Island, FL 33404
Jack Hawkins, Second Vice- President	1000 Powell Drive Singer Island, FL 33404
Agnes Runuty, Secretary	1120 Powell Drive Singer Island, FL 33404
Cheryl Bennet, Assistant Secretary	1157 Morse Blvd. Singer Island, FL 33404
Stn Taber, Treasurer	1281 Singer Drive Singer Island, FL 33404
Chuck Nairn, Ex-Officio	1120 Morse Blvd. Singer Island, FL 33404

ARTICLE VII

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 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 of Directors approves such settlement and reimbursement as being for the best interest 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 VIII

BY-LAWS

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

ARTICLE IX

AMENDMENTS

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

A. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

B. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be by not less than 51% of the entire membership of the Association.

C. Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of members.

ARTICLE I

TERM

The term of the Association shall be perpetual.

IN WITNESS WHEREOF, I hereby certify that the above Amended Articles of Incorporation were approved by the membership in accordance with the Articles of Incorporation of Yacht Harbor Manor Property Owners Association, Inc. and its By-Laws.

By: _____
President

Attest: _____
Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared James J. Goode, III and Agnes Knapik as President and Secretary respectively, who, after being duly sworn, acknowledged before me that they executed the foregoing Amended Articles of Incorporation freely and voluntarily for the uses and purposes therein expressed.

January _____, 1986. WITNESS my hand and official seal this 29th day of

Notary Public
State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES JAN 30, 1990
SIGNED AND SEVEN 1986.

84780 P0377

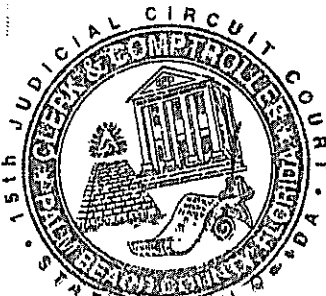
This instrument prepared by:

Rod Tennyson, Esquire
325-C Clematis Street
West Palm Beach, FL 33401

Law Offices Powell, Tennyson & St. John, P.S.

325-C CLEMATIS STREET • WEST PALM BEACH, FLORIDA 33401 • TELEPHONE (305) 858-9133

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



I hereby certify the foregoing is a true copy of the record in my office with redactions, if any as required by law as of this day, Sep 04, 2020.
Sharon R. Bock, Clerk and Comptroller, Palm Beach County, Florida
BY Sharon R. Bock Deputy Clerk

