

THE MEADOWS 300
DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION, made this 26th day of SEPTEMBER, 1983, by C. And H. Properties Co., a Florida general partnership, hereinafter called Declarant.

WHEREAS, Declarant is the owner of certain real property located in Palm Beach County, Florida, more particularly described in Article II hereof, hereinafter called Property; and

WHEREAS, Declarant desires to create thereon a planned community with open spaces and other community facilities for the benefit of the said community; and

WHEREAS, Declarant desires to provide for the preservation and enhancement of the property values, amenities and opportunities in said community and for the maintenance of the properties and improvements thereon, and to this end desires to subject the Property to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said Property and each owner thereof; and

WHEREAS, Declarant has deemed it advisable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of owning, maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created, and promoting the recreation, health, safety and welfare of the residents; and

WHEREAS, Declarant has incorporated under the laws of the State of Florida THE 300 PROPERTY OWNERS ASSOCIATION, INC., as a non-profit corporation for the purpose of exercising the functions aforesaid.

NOW, THEREFORE, Declarant hereby declares that all of the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which shall run with the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns.

ARTICLE I

DEFINITIONS

For the purpose of the Declaration of Covenants and Restrictions the following terms shall have the following definitions:

Section 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.

Section 2. "Association" shall mean and refer to The 300 Property Owners Association, Inc. its successors or assigns.

Section 3. "Common Areas" shall mean all real and personal property owned or maintained by the Association, including lakes, parks, drainage canals, and storm sewer systems located on the Property which are not dedicated to the public.

RETURN TO: JOSEPH FRANKS, ESQUIRE
1100 SOUTHERN BOULEVARD
WEST PALM BEACH, FLORIDA 33405

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Section 4. "Declarant" shall mean and refer to C. And H. Properties Co., a Florida general partnership, its successors and assigns.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plats of the Property upon which one or more residential Unit is, may or shall be constructed.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or residence constructed thereon which is a part of the Property, including recorded contract vendees, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. "Property" shall mean and refer to that certain real property described in Article II hereof and such additions thereto as may hereafter be made subject to this Declaration.

Section 8. "The Meadows 300" shall mean the property subject to this Declaration of Covenants and Restrictions as described in Article II hereof and all of the property in the Planned Development in the City of Boynton Beach known by that name and approved by said City.

Section 9. "Unit" shall mean and refer to the residential dwelling constructed upon any Lot.

Section 10. "Institutional Mortgagee" shall mean a bank, savings and loan association, insurance company union pension fund, real estate investment Trust or Massachusetts business Trust, or any agency of the United States Government, or a lender generally recognized in the community as an institutional type lender. Declarant shall, in its sole discretion, determine, in case of question, who is an institutional mortgagee. The mortgage may be placed through a mortgage or title company.

Section 11. "Institutional Mortgage" shall mean a mortgage held by an Institutional Mortgagee.

Section 12. "Permitted Mortgagee" shall mean any institutional mortgagee as above-defined and any other mortgagee having a valid security interest in the property.

ARTICLE II

PROPERTY SUBJECT TO DECLARATION

The property subject to this Declaration shall be those lands shown on the plat of The Meadows 300 Plat #1 filed for record September 22, 1981, in Plat Book 43 at pages 58 through 62, Public Records of Palm Beach County, Florida. It is Declarant's intent to make additional plats of the Meadows 300 subject to this Declaration by amendment.

ARTICLE III

COMMON AREA

Section 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 and shall keep the same in good, clean, attractive and

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sanitary condition, order and repair. The Association shall, at its expense, maintain or cause to be maintained, all grassed swale areas along rights-of-way, recreational areas, private parks, and lake areas, water control devices and mechanisms, drainage (catch basins, underground pipes, and outer retention areas) dedicated to the Association on the Plat or deeded to it from time to time. In addition, the Association shall have the right to maintain the swales, grass areas, and landscaping areas in the rights-of-way of Congress Avenue and Meadows Boulevard from the edge of sidewalk or bike path to the edge of paving. The Association shall have the right to maintain that portion of the twenty (20) foot utility, bike path, lawn easement along Congress Avenue which faces and is exposed to Congress Avenue.

Section 2. Street Lights. The Association shall have the obligation to pay any and all costs for street lighting on all public streets in the Property and shall cause such lights to be turned on at all normal operating houses. Anything in this Declaration notwithstanding this provision may not be amended or deleted without the express written consent of Declarant in recordable form.

Section 3. 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 or Unit, and every member shall have a right of enjoyment in the Common Area.

Section 4. Extent of Members' Enjoyment. The members' easements of enjoyment created hereby shall be subject to the following:

(a) the right of the Association, through its Board of Directors, to regulate the use of the Common Area by its members and to promulgate from time to time such rules and regulations governing the use thereof as it may deem to be in the best interests of its members. A copy of all rules and regulations established hereunder and any amendments thereto shall be provided to all members of the Association. The Board of Directors shall be specifically empowered to enforce the rules and regulations as provided in said rules and regulations;

(b) the right of the Association to suspend the right of an Owner to use the facilities for any period during which any assessment against his Lot or Unit remains unpaid for more than thirty (30) days after notice; the right of the Association to suspend the right of a member to use the said facilities for a period not to exceed sixty (60) days for any other infraction of this Declaration or the rules and regulations;

(c) the right of the association to mortgage any or all of the facilities constructed on the Common Area for the purpose of improvements or repair to Association land or facilities pursuant to prior written approval of at least two-thirds (2/3) of the Owners and the approval of the Declarant, until such time as it has completed all of the contemplated improvements and closed the sales of all the homes or lots located at the Meadows 300 and thereafter, by the prior written approval of two-thirds (2/3) of the Owners.

(d) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members.

Section 5. Delegation of Use. Any member may delegate his right of enjoyment to the Common Area and facilities to the members of his family residing on the property covered by these covenants and to his guests subject to such general regulations

as may be established from time to time by the Association and included within the rules and regulations.

Section 6. 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 members of his family, such Owner does hereby authorize the Association to repair said damaged area. The Association shall repair said damaged area in 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 or Unit of said Owner. In the event the assessment is not paid, a lien will be imposed on said Owner's Lot or Unit as provided herein.

Section 7. Title to Common Area. The Declarant may retain the legal title to the Common Area or portion thereof until such time as it has completed improvements on the properties, but notwithstanding any provision hereto, the Declarant hereby covenants that it shall convey the Common Area and portions thereof to the Association, free and clear of all liens and financial encumbrances at such time as seventy percent (70%) of the units in the Meadows 300 have been sold to bona fide purchasers who have closed or who are legally obligated to close. Members shall have all the rights and obligations imposed by the Declaration with respect to such Common Area.

Section 8. Liability Insurance for Common Area. The Association shall obtain comprehensive general public liability and property insurance covering all of the Common Area and insuring the Association and the members as its and their interest appear, in such amounts and providing such coverage as the Association may determine from time to time; however, in no event shall such coverage be in an amount less than \$1,000,000.00 per occurrence for personal injury and/or property damage. In addition, such insurance shall contain a "severability of interest" clause or endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association or other Owners.

Section 9. The Institutional Mortgagees of any Units within The Meadows 300 may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any Common Area and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such Common Area and Institutional Mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

ARTICLE IV

DURATION

This Declaration of Covenants and Restrictions and any duly adopted and recorded amendment shall run with and bind the Property for a period of twenty-one years from the date of this instrument, at which time said Declaration, as it may be amended, shall automatically be renewed for successive periods of ten years each unless 75% of the Owners of the Property subject to this Declaration agree to terminate this Declaration and record an instrument in writing signed by such owners indicating such agreement in the public records of Palm Beach County, Florida, at any time within a six month period of time prior to the end of any such ten year renewal date. In the event there is any inconsistency between this provision and any provisions contained in this Declaration regarding amendment of same, the procedures contained in this provision with regard to termination of this

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Declaration shall control over the proccdures contained in any amendment provisions herein.

ARTICLE V

PROPERTY OWNERS ASSOCIATION

Section 1. For the purpose of enforcing this Declaration of Covenants and Restrictions, fulfilling all obligations, and enabling the Owners and residents within The Meadows 300 to have a fair and equitable manner of governing the activities within and the use and maintenance of The Meadows 300, the Declarant has caused to be established a property owners association entitled, THE 300 PROPERTY OWNERS ASSOCIATION INC., a Florida corporation not for profit.

Section 2. A copy of the Articles of Incorporation and the By-Laws of the Association are attached hereto and made a part hereof by reference as Exhibits "A" and "B" respectively, and all powers, rights and privileges and duties granted to or imposed upon the Association or its members are specifically incorporated into this Declaration of Covenants and Restrictions by reference.

Section 3. Upon the conveyance in fee title of any Lot or Unit within The Meadows 300, and the recordation of the instrument of conveyance including a Contract for Deed to the same in the public records of Palm Beach County, Florida, any person or corporation gaining such interest shall become a member of the Association and shall be entitled to all incidents of membership and shall be burdened by all obligations and responsibilities of membership in the Association, as provided in the Articles of Incorporation and By-Laws of the Association.

Section 4. All rights, privileges, powers, duties, obligations and liabilities granted to the Association members are further incorporated herein by reference and made a part hereof.

Section 5. All rights, privileges, powers and duties, obligations and liabilities presently granted to or vested in the Declarant by virtue of this Declaration of Covenants and Restrictions shall automatically be transferred, conveyed, assigned and/or delegated to the Association and must be accepted by the Association when all of the Units of The Meadows 300 are conveyed from the Declarant and the Declarant no longer holds record fee title thereto. However, this does not preclude the Declarant from transferring, conveying, assigning, and/or delegating any right, privilege, power, duty, obligation or liability created by this Declaration of Covenants and Restrictions, in part or otherwise, to the Association prior to that time.

ARTICLE VI

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant hereby covenants, and each owner of any Lot or Unit by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association the following: (1) annual general assessments or charges, and (2) special assessments for capital improvements.

All such assessments, together with fines, penalties and levies and costs of collection thereof as hereinafter

provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with fines, penalties and levies thereon and costs of collection thereof, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. This lien may be foreclosed by the Association and enforced in the same manner as a mortgage is foreclosed or enforced. When a sub-association exists, it will be obligated to collect General and Special assessments for the Master Association and remit the required amount to the Master Association. In any event, the Master Association will maintain its lien rights and/or a personal action against the units in the particular development which have failed to pay the assessment to the sub-Association; and/or does have the right to bring suit for the sum owing, against the sub-Association; in order to collect its assessments.

Section 2. General Assessment.

(a) Purpose of Assessment. The general assessment levied by the Association shall be used exclusively for the improvement, maintenance and operation of the Common Area and facilities, including an adequate reserve fund for maintenance, repairs and replacement of those elements of the Common Area that must be replaced on a periodic basis.

(b) Basis for Assessment.

(1) Each Unit which is certified for occupancy and which has been conveyed to an Owner or each Lot which has been conveyed to an Owner for a period of three months, whichever first occurs, shall be assessed at the below designated rate. For the purpose of assessment, the term "Owner" shall exclude the Declarant. Provided however, the Declarant can waive in writing the obligation of such assessment up to a period of up to two years.

(2) To the extent that the Declarant owns property which has been certified for occupancy, such property shall not be assessed as provided above.

(3) The total assessment (T) will be divided among the total number of units that exist according to the following formula: (as used herein density shall mean actual density when built or proposed density prior to construction whichever is greater)

A = the number of "a" units which are lots or dwelling units built on subdevelopment parcels with a density of 1 to 4 units per acre.

B = the number of "b" units which are lots or dwelling units built on subdevelopment parcels with a density of 4.1 to 6 units per acre.

C = the number of "c" units which are lots or dwelling units built on subdevelopment parcels with a density greater than 6 units per acre.

Then, each "b" unit's share of the total assessment will equal:

$$\frac{T}{(1.25 \times A) + B + (.75 \times C)};$$

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each "a" unit's share of the total assessment will equal:

$$1.25 \times \left(\frac{T}{(1.25 \times A) + B + (.75 \times C)} \right) \text{ and}$$

each "c" unit's share of the total assessment will equal:

$$.75 \times \left(\frac{T}{(1.25 \times A) + B + (.75 \times C)} \right)$$

(c) Method of Assessment. By a vote of a majority of the Directors, the Board shall fix the annual assessment upon the basis provided above; provided, however, that the annual assessment shall be sufficient to meet the obligations imposed by the Declaration. If an assessment fixed by the Board of Directors is increased in any one year by more than twenty-five percent (25%), there must be a ratification of the assessment by fifty-one percent (51%) of the owners. This ratification must be made by vote, and will be effective if fifty-one percent (51%) of the votes of the owners who are voting either in person, or by proxy at a special meeting duly called for the purpose of ratifying an increased assessment, are in favor of the ratification. The Board shall set the date(s) such assessments shall become due; provided, however, that in no event shall they be due less frequently than semi-annually. Upon default, that is, failure to pay within thirty (30) days after due date, the payment of any one or more installments, the entire balance of said assessment may be accelerated at the option of the Board and be declared due and payable in full. Should the unit owner remain in default for sixty (60) days after due date, the Association shall furnish, upon request, written notification to the first institutional mortgagee of the unit owner, if any.

Section 3. Special Assessment for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year and not more than the next two succeeding years for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area including fixtures and personal property related thereto, providing that any such assessment shall have the assent of the Declarant and of fifty-one percent (51%) of the votes of the Owners who are voting in person or by proxy at a special meeting duly called for that purpose. Special Assessments will also be levied in accordance with the formula in Section 2. above.

Section 4. Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence on the day of conveyance to an Owner who is not the Declarant.

Section 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 be subject to an additional \$10.00 penalty fee plus interest on all past due assessments at the highest rate allowed by law. The Association may bring an action at law against the Owner and in the case of a sub-Association, against the sub-Association obligated to pay same; and/or the Association shall have the right to foreclose the lien against a unit which has failed to pay the assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Unit.

Section 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.

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When the mortgagee of a first mortgage of record or other purchaser of a Unit obtains title to the Unit as a result of foreclosure of the first mortgage or a deed in lieu thereof, such acquirer of title his successors and assigns, shall not be liable for any delinquent assessments due the Association pertaining to such Unit or chargeable to the former Owner of such dwelling which became due prior to acquisition of title as a result of foreclosure or a deed in lieu thereof. Such unpaid assessments shall be deemed to be a common assessment collectible from all the Owners including such acquirer, his successors and assigns.

Section 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.

Section 8. Annual Budget. By a majority vote of the Directors, the Board 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 will be met.

ARTICLE VII

ARCHITECTURAL CONTROL

Section 1. No building, outside lighting, fence, hedge, wall, walk, or other structure or planting shall be commenced, erected or maintained, nor shall any addition to or change or alteration therein, be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme and the location of such structure or work to be done shall have been submitted in duplicate to and approved in writing by the Architectural Control Committee ("Committee") and a copy thereof, as finally approved, lodged permanently with the Committee. Said Committee shall be formed within thirty (30) days after the recordation of this Declaration among the Public Records of Palm Beach County, Florida and shall be appointed and/or removed by Declarant so long as Declarant owns any lot or parcel in The Meadows 300. Thereafter members will be appointed by the Board of Directors of the Association.

Section 2. The Committee shall have the right to refuse to approve any plans and specifications or grading plans which are not suitable or desirable in its sole discretion, for aesthetic or any other reasons, such consent not to be unreasonably withheld; and in so passing upon such plans, specifications and grading plans, shall have the right to take into consideration the suitability of the proposed building or other structure and the materials of which it is to be built on the site upon which it is proposed to erect the same, 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. Development and building plans shall be in accordance with design and development guidelines on file in the office of Declarant.

Section 3. Unless specifically excepted by the Committee, all improvements for which an approval of the Committee is required under this Declaration shall be completed

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within twelve (12) months from the date of commencement of said improvements.

Section 4. Should the Committee fail to approve or disapprove any plans and specifications, and the plot plans submitted to it by the Owner of any Lot or Lots described herein within 30 days after written request therefore, then such approval of the Committee shall not be required; provided, however, that no building or other structure shall be erected or shall be allowed to remain on any land described herein which violates any of the covenants or restrictions contained in this Declaration.

ARTICLE VIII

USE OF PROPERTY

Section 1. Protective Covenants.

(a) Residential Use. No Lot shall be used except for residential purposes. No business, profession or trade of any type shall be conducted on any portion of the Property but this prohibition shall not be applicable to Declarant with respect to its development of the Property, construction and sale of Units, the use of Units as model units or the use of any portion of the Property as parking areas.

(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 or Unit shall be further subdivided or separated by any Owner, and no portion less than all of any such Lot or Unit, 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 instruments; provided, however that such additional subdivision may be done with the express written consent of Declarant.

(d) Maintenance of Units. Each Owner shall keep and maintain his Lot and Unit, its equipment and appurtenances, in good order, condition and repair, and shall promptly perform all maintenance and repair within his Unit and Lot which, if omitted, would affect other Units. In this regard, each Owner shall be responsible for the maintenance of his Unit and Lot, shall have his lawn mowed, edged and kept free of noxious vegetation, shall remove and replace dead grass, trees and shrubs and shall keep the same in a neat and orderly fashion. Should he fail to do so, the Association may enter upon the Lot of the Owner for the purpose of maintaining and/or repairing said Lot and/or Unit. The costs incident to said maintenance and/or repair or replacement shall be the personal obligation of the Lot Owner and shall become a lien against the subject Lot with the same force and effect as a lien created by the said Owner's failure to pay assessments when due. Each Owner shall maintain any rights of way, or easement areas contiguous to his Lot and landscaping to asphalt adjoining his Lot. In the event of any conflict with this provision it shall always be resolved that the Lot Owner is primarily responsible for maintenance.

(e) All fences shall be of commercial quality and must be approved by Declarant. Fences shall be well maintained and, if over four feet, must be of a decorative character other than wire.

(f) All pets and animals shall be restricted to those animals generally considered as household pets, such as dogs, cats or birds, and must be contained upon the premises of

respective owners. Obnoxious animals such as cows, horses, swine, goats, fowl, etc., are specifically prohibited. Notwithstanding the above provisions, no pets or animals which constitute a nuisance to surrounding property owners shall be kept upon the property subject to these Restrictions. Nothing herein shall prohibit any parcel developer to have more restrictive limitations on pets.

(g) No private wells or septic tanks will be allowed except as may be approved by Declarant for temporary use.

(h) No rubbish, garbage, debris or material shall be deposited on any of the land described herein except building materials during the course of construction on the site.

(i) Trucks, vans and any such vehicles of any kind which have a gross carrying weight of 1/2 ton or greater; boats; trailers; motor homes; buses; recreational vehicles and any such vehicles shall not be permitted on adjacent roads or streets or lots described herein except temporarily for delivery or pickup and except temporarily during periods of construction. The most current edition of the N.A.D.A. Official Used Car Guide shall determine the classification of the vehicle in question. If publication of such Guide shall be discontinued, an equivalent publication shall be used to determine vehicle classifications hereunder. Provisos. Notwithstanding the foregoing to the contrary: (1) Any van which is registered with the Department of Motor Vehicles as a station wagon shall be permitted regardless of the classification set forth in the N.A.D.A. Official Used Car Guide; (2) Vehicles owned or used by the Developer of a Sub-Association shall be permitted, regardless of classification; (3) Official emergency or police vehicles shall be permitted regardless of classification; and (4) Any prohibited vehicle may be permitted only if stored or kept in a totally enclosed structure with the doors thereto closed. In any event no automotive repairs will be made in the open and no vehicle shall be dismantled. Any vehicle which is an eyesore must be removed. These restrictions can be less restrictive or waived in the sole discretion of Declarant for Block H of THE MEADOWS 300.

(j) The Declarant reserves the right to care for vacant and unimproved and unkept Lots in said Property, remove and destroy tall grass, undergrowth, weeds and rubbish therefrom and any unsightly and obnoxious thing therefrom, and do any other things and perform any labor necessary or desirable in the judgment of the Declarant to keep the Property, and the land contiguous and adjacent thereto, neat and in good order and charge the same against the Owner of said Lot or Lots, which charge shall be a lien on the Lot or Lots which may be foreclosed and shall include Declarant's attorney fees and other costs in connection with said foreclosure.

(k) No tents and no temporary or accessory building or structure shall be erected on any of the Lots described herein without the written consent of the Declarant. No tent, shack, garage, barn or other outbuilding shall at any time be used as a residence temporarily or permanently.

(l) No outdoor clothes drying lines or area shall be allowed which are visible from any street or adjoining property.

(m) No Lot shall be increased in size by filling in any water or canal on which it may abut.

(n) No television or other outdoor antenna system or facility shall be erected or maintained on any Lot; provided however, that multi-story buildings having 10 or more dwelling units may have antennas if screened from view. Declarant may locate a central antenna and dish on the property.

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(o) Window covers. Curtains, drapes, shutters or blinds as may be approved by Declarant may be installed as window covers. No window shall be covered with aluminum foil or similar material.

(p) No power boats are allowed on the lakes. No docks or piers can be built on the lakes. There will be no overnight docking of boats on the lakes.

(q) Nothing herein shall prohibit any sub-Association's documents or rules and regulations from being more restrictive as to use restrictions than that contained in this Section 1.

Section 2. Easements. Easements for the installation and maintenance of utility and drainage facilities are reserved as shown on the plats of the Property. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, the direction or flow of drainage channels in the easements, or obstruct or retard the flow of water through drainage channels in the easements, except with the consent of the Committee and the appropriate governmental agency having jurisdiction. The easement area of each Lot and all improvements in it shall be continuously maintained by the Owner of the Lot, except for those improvements for which a public authority, utility company, or the Association is responsible. Television transmission facilities may also use these easements. Declarant reserves the right to create additional easements to serve the property of THE MEADOWS 300.

Section 3. Water use. Declarant reserves the right to withdraw water from all lakes or water retention areas at any time for the purpose of irrigation or any other purpose deemed necessary by Declarant.

Section 4. Rules and Regulations. The Board of Directors of the Association may, from time to time, adopt or amend previously adopted rules and regulations concerning the details of the operation, use, maintenance, management and control of the Common Area. The Unit Owners shall at all times obey said rules and regulations. Violation of these rules and regulations may subject the violators to any and all remedies available to the Association including fines, injunction or other legal actions and the Association shall be entitled to recover in said actions any and all court costs incurred by it, together with reasonable attorneys' fees. The Association is further empowered to lien against any Unit Owner and to proceed in the execution of foreclosure, for any and all unpaid fines or assessments resulting from the violation of any of the Association's rules and regulations. All unpaid fines and assessments shall bear interest at the rate of 10% per annum starting with the eleventh day after it has been levied and all payments made on account shall first be applied to interest.

ARTICLE IX

INSTRUMENT OF CONVEYANCE

Subsequent to the recording of this Declaration of Covenants and Restrictions in the Public Records of Palm Beach County, Florida, each and every deed (or other conveyance document) conveying the said lands or any part thereof, shall upon its face, expressly recite that said deed (or other conveyance document) and conveyance is subject to the herein contained covenants and restrictions and shall recite the Official Record Book and page number or other recording information wherein the Declaration of Covenants and Restrictions is recorded in the Public Records of Palm Beach County, Florida. The covenants and restrictions contained herein shall be

covenants running with the said land, a part thereof, and binding on the parties thereto, their successors, successors in title, designees, grantees and assigns.

ARTICLE X

GENERAL PROVISIONS

Section 1. Amendment. This Declaration may be amended at any time by an instrument signed by the Declarant and by the majority of the Board of Directors of the Association, until such time as the Declarant has completed all of the contemplated improvements and closed the sales of all of the homes or Lots located at The Meadows 300 and thereafter, this Declaration may be amended by an instrument signed by not less than 51% of the Owners. However, any amendment which would affect the lien, security or value of security of any Institutional Mortgagee, for the saleability of a first mortgage on the secondary market shall require the joinder and consent of the Institutional first Mortgagee. Any amendment must be recorded. Proviso. Any Amendment to this Declaration which conflicts with any sub-Association's recorded documents is void and of no legal effect.

Section 2. Approvals. The Declarant reserves the right to approve restrictive covenants including Articles and By-laws and amendments thereto for parcels or blocks sold within all the parcels developed within The Meadows 300. Such approval must be given in writing by Declarant for any restrictive covenants and amendments thereto. This right of Approval shall end upon the recordation of fee title to all of the residential dwelling units in THE MEADOWS 300 by the Developer..

Section 3. Enforcement. The Association, any Owner or the Declarant shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

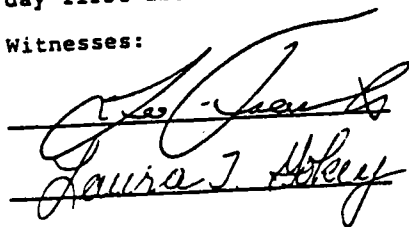
Section 4. This Declaration is where possible to be read in pari materia with the Declaration of Restrictions for any such parcel or association. In the event of conflict however, this Declaration of Restrictions shall be superior and shall control over the Declaration for any sub-parcel or association. This Section 4 is subject to the proviso stated in Section 1 above.

Section 5. 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.


Section 6. Limitations. So long as the Declarant is in control of the Association and is pursuing the development of The Meadows 300, the Association may take no action whatsoever in opposition to the development plan of The Meadows 300 or to any changes proposed thereto by the Declarant.

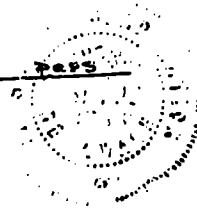
IN WITNESS WHEREOF, we have set our hand and seal the day first above written.

Witnesses:


Laura J. Hkey

C. And M. Properties Co.

By: 
WILSHIRE CORPORATION
General Partner



B4048 P0603

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 26th day of September, 1983, by Stanley Franks as President of Wilshire Corporation, partner of C. & H. Properties Co., a Florida general partnership.



Stanley Franks
Notary Public, State of Florida
at Large

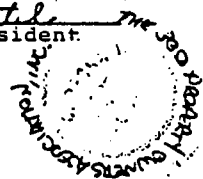
My Commission Expires: 10/14/83

Witnesses:

The 300 Property Owners Association

Stanley Franks
Mura J. Hoke

By: Charles Gentile
Charles Gentile, President



STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 26th day of September, 1983, by Charles Gentile, President of The 300 Property Owners Association, Inc., a Florida non-profit corporation, on behalf of the corporation.



Stanley Franks
Notary Public, State of Florida
at Large

My Commission Expires: 10/14/83

PCW10d

B4048 P0604

BERRILL AVLEY

Attorney at Law
Executive Centre
Suite 201
2300 Palm Beach
Lakes Boulevard
West Palm Beach, FL
33409

AMENDMENT NO. 1 TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
THE MEADOWS 300

85 175915
1985 AUG -6 AM 11:24

WHEREAS, the Declaration of Covenants and Restrictions for THE MEADOWS 300 is recorded in Official Record Book 4048, on pages 592 through 604, Public Records of Palm Beach County, Florida, and

WHEREAS, C. and H. Properties Co., a Florida general partnership, was the Declarant in the Declaration of Covenants and Restrictions for THE MEADOWS 300, and

WHEREAS, C. and H. Properties Co., was dissolved on October 31, 1984, and in the course of the dissolution it executed and delivered deeds for various lands within THE MEADOWS 300 P.U.D. to HIGHLAND LAND CORP. and to WILSHIRE CORPORATION in their proportionate shares as sole partners of C. and H. Properties Co., and

WHEREAS, HIGHLAND LAND CORP. and WILSHIRE CORPORATION, jointly, are the successor "Declarant", as defined in Article I, Section 4 of the Declaration of Covenants and Restrictions, and

WHEREAS, Declarant desires to subject additional lands to the Declaration of Covenants and Restrictions pursuant to Article II of the Declaration of Covenants and Restrictions, and

WHEREAS, Declarant has not completed all the contemplated improvements and has not closed the sales of all homes and lots at THE MEADOWS 300, and

WHEREAS, Declarant and the Board of Directors of THE 300 PROPERTY OWNERS ASSOCIATION, INC., do hereby join together to execute this instrument for the purpose of amending the Declaration of Covenants and Restrictions for THE MEADOWS 300.

NOW, THEREFORE, the Declaration of Covenants and Restrictions for THE MEADOWS 300 is hereby amended as follows:

ARTICLE II, PROPERTY SUBJECT TO DECLARATION is hereby deleted in its entirety and there is hereby substituted in its place and stead the following:

960

"ARTICLE II
PROPERTY SUBJECT TO DECLARATION

The property subject to this Declaration shall be those lands shown on the plat of THE MEADOWS 300 - PLAT NO.1 as recorded in Plat Book 43 at pages 58 through 62, and those lands shown on the plat of THE MEADOWS 300 - Plat NO. 3 as recorded in Plat Book 48 at pages 196 through 200, Public Records of Palm Beach County, Florida. It is Declarant's intent to make additional plats of THE MEADOWS 300 subject to this Declaration by amendment."

Except for the Amendment hereinabove set forth, the recorded Declaration of Covenants and Restrictions for THE MEADOWS 300, and all of its terms, conditions, provisions, agreements and covenants shall remain in full force and effect.

B4616 P1113

IN WITNESS WHEREOF, HIGHLAND LAND CORP., a Florida corporation, and WILSHIRE CORPORATION, a Delaware corporation authorized to transact business in the State of Florida, jointly as Declarant, and THE 300 PROPERTY OWNERS ASSOCIATION, INC., a Florida Corporation Not For Profit have executed this Amendment No.1 to the Declaration of Covenants and Restrictions for The MEADOWS 300, this 1st day of August, 1985.

WILSHIRE CORPORATION
By Stanley Franks, President
CORPORATE SEAL
1982
FLORIDA

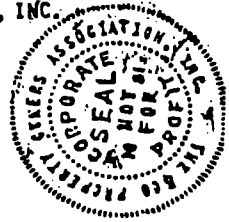
HIGHLAND LAND CORP.
By Stanley Franks, President
CORPORATE SEAL
1982
FLORIDA

THE 300 PROPERTY OWNERS ASSOCIATION, INC.

Eileen Rizza
EILEEN RIZZA, Director

RW Blacharski
RICHARD BLACHARSKI, Director

Charles Gentile
CHARLES GENTILE, Director



STATE OF FLORIDA

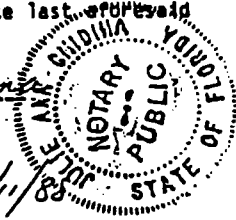
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on the 1st day of August, 1985, before me, an officer duly authorized in the State of Florida and County aforesaid to take acknowledgments, personally appeared STANLEY FRANKS as President of HIGHLAND LAND CORP. and as President of WILSHIRE CORPORATION, and he acknowledged executing the foregoing instrument freely and voluntarily under authority duly vested in him by said corporations jointly as Declarant, and that the seals affixed thereto are the true corporate seals of said corporations.

WITNESS my hand and official seal in the County and State last aforesaid this 1st day of August, 1985.

Jolie Ann Ghidella
NOTARY PUBLIC
STATE OF FLORIDA AT LARGE

My Commission Expires: 12/11/88



STATE OF FLORIDA

COUNTY OF PALM BEACH.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared CHARLES GENTILE, RICHARD BLACHARSKI, and EILEEN RIZZA, as Directors of THE 300 PROPERTY OWNERS ASSOCIATION, INC., and they acknowledged executing the foregoing instrument freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 1st day of August, 1985.

Jolie Ann Ghidella
NOTARY PUBLIC
STATE OF FLORIDA AT LARGE

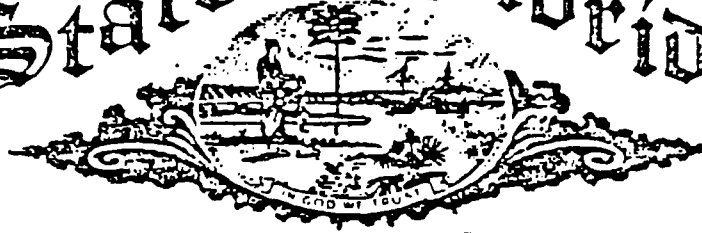
My Commission Expires: 12/11/88



B4616 P1114

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

State of Florida

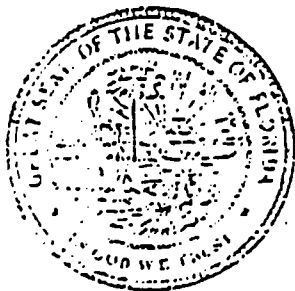


Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of THE 300 PROPERTY OWNERS ASSOCIATION, INC., a corporation not for profit organized under the Laws of the State of Florida, filed on September 4, 1981, as shown by the records of this office.

The charter number for this corporation is 759927.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
9th day of September, 1981.



A handwritten signature in cursive script, appearing to read 'George Firestone'.

George Firestone
Secretary of State

CER 101 Rev. 12-80

B4048 P0605