

Prepared by and return to:
PINE TREE COUNTRY CLUB ESTATES, INC.
10800 S. Military Trail
Boynton Beach, Florida 33436

BY-LAWS

OF

PINE TREE COUNTRY CLUB ESTATES, INC.

(FORMERLY KNOWN AS "PINE TREE IMPROVEMENT ASSOCIATION, INC.")

Adopted December 18, 1974

Restated April 10, 1991

ARTICLE I

The Association shall operate under the name of PINE TREE COUNTRY CLUB ESTATES, INC., a non-profit corporation, with its principal place of business in Palm Beach County, Florida.

ARTICLE II

SECTION 1 - Membership. Each member shall represent and receive a certificate of membership in the corporation. All voting rights shall be vested in the members, and each member shall be entitled to one vote without regard for the number of lots or parcels owned by the member.

Membership shall be limited to persons who own, in fee simple, parcels of land within the Pine Tree Subdivision area. Where any property in the Subdivision is jointly owned, the owners of such property shall be entitled to one membership only and to one vote in the Association. Joint owners shall designate to the Association the owner who shall cast the vote for the property.

SECTION 2 - Termination of Membership. When any member ceases to be the owner of real property within the Pine Tree Subdivision area, the membership of such member shall terminate. Upon the termination of membership, the membership certificate shall be surrendered to the Secretary of the Association, properly endorsed to the Association, within ten (10) days from the date of termination of membership; but should the member fail to surrender his certificate within the time set, the certificate shall be declared null and void, and the Board of Governors shall be authorized to issue a new certificate.

The termination of membership, by whatever means, shall not release the member, his heirs, successors or assigns from the payment of all assessments, maintenance fees, fines or other charges, levied up to or upon the date of termination. Further, such termination shall not release any lien or right of lien against the property for the payment of any such charges.

SECTION 3 - Succession of Membership. It is a condition of the conveyance to all owners of property in the Pine Tree Subdivision that such owners shall become members of PINE TREE COUNTRY CLUB ESTATES, INC. and as members, be familiar with and agree to abide by the By-Laws, Regulations, Restrictions, Conditions and Objectives of the Association. This is to be evidenced by executing and delivering to the Board of Governors a PINE TREE COUNTRY CLUB ESTATES, INC. "Agreement of Consent", a copy of which is attached to and made a part of these By-Laws.

SECTION 4 - Adherence to the By-Laws. Each member of the Association shall be bound by and shall conform to these By-Laws,

Amendments and Supplements hereto, and to all rules and regulations which may be adopted from time to time by the Association.

SECTION 5 - Meetings of the Association. All meetings of the Association shall be held in the State of Florida at a time and place designated by the President of the Board of Governors unless otherwise provided in these By-Laws. At all meetings of the membership, fifty-one percent (51%) of the total membership shall constitute a quorum. Members may be present in person or by proxy. Action may be taken at any duly convened meeting of the membership only by majority vote of all the members present at such meeting. The Annual Meeting of the Association shall be held each year on the third (3rd) Tuesday of February. All Special Meetings shall require at least thirty (30) days notice to the membership of the Association. All notices of meetings shall be by special messenger or by United States Postal Service.

ARTICLE III

SECTION 1 - Executive Officers. The executive officers of the PINE TREE COUNTY CLUB ESTATES, INC. shall be a President, a Vice-President, a Secretary, a Treasurer and such other assistants as the Board of Governors may deem necessary each of whom shall be a member of the Association, except that the assistants need not be members. Officers shall hold office for two (2) years or until their successors are elected or appointed and have qualified. The executive officers shall be elected by the Board of Governors and take office immediately after the election. The President, Vice-President, Secretary and Treasurer shall be members of the Board of Governors. The members of the Board of Governors who will serve for the ensuing term shall elect the executive officers at a meeting to be called by the President to be held within thirty (30) days after the date fixed for the election of the Board of Governors.

SECTION 2 - Duties of the President. The duties of the President shall be to preside at all meetings of the Board of Governors and to do all things and perform all acts incident to the office of President of the Association. He shall appoint all members of all standing committees, subject to the confirmation of the Board of Governors. He shall appoint all special committees. He shall have the power to remove any member of any standing committee, subject to the confirmation of the Board of Governors. He shall have power to remove any member of any special committee. He shall be an ex-officio member of all committees.

The retiring President of the Association shall serve as a non-voting advisor for the Board of Governors for the year following his term as President if he is not a member of the

Board of Governors during such year. He shall attend all meetings of the Board.

SECTION 3 - Duties of Vice-President. It shall be the duty of the Vice President to perform the duties of the President, in the event of the absence, illness or disability of the President, and to serve as a member of the executive committee.

SECTION 4 - Duties of Secretary. The duties of the Secretary shall be to keep the books provided for that purpose and accurate minutes of all meetings and proceedings of the Board of Governors; to keep a register of the names and addresses of all members of the Association and such facts as it may be found desirable to record therein, and to perform such other duties as the Board of Governors may direct.

SECTION 5 - Duties of Treasurer. The duties of the Treasurer shall be to collect monies, from the members as he may be directed by the Board of Governors, from time to time, and to receipt therefor and to deposit the same in such bank or banks as the Board of Governors may direct; to pay all bills and properly audit the same as the Board of Governors may direct; to make a report of all receipts and disbursements, together with all properties and monies on hand, to the Association at its annual meeting and to the Board of Governors when required by it; to perform such other duties as the Board of Governors may direct, and, in general, to perform all duties usually incident to the office of Treasurer of the Association. All disbursements on behalf of the Association shall be by check unless otherwise ordered by the Board of Governors. All checks shall be signed by any two (2) officers authorized and designated by the Board of Governors.

SECTION 6 - Bond. A surety bond shall be purchased by the Association covering the faithful performance of the duties of all officers or employees who have charge of handling Association funds, such bond to include the Treasurer; Secretary or any other officers or employees entrusted with the funds of the Association.

ARTICLE IV

SECTION 1 - Board of Governors. The Board of Governors shall consists of nine (9) members. At the Annual Meeting and Election of the Board of Governors on the third Tuesday of February in 1971, three members to the Board of Governors will be elected for three years, three members to the Board of Governors will be elected for two years, and three members to the Board of Governors will be elected for one year. Thereafter, three members of the Board of Governors shall be elected each year at the Annual Meetings of the Members of the Association, to fill the vacancies on the Board of Governors caused by the expiration

of the term of the members of the Board whose term expires at the time of the Annual Meeting.

SECTION 2 - Nominations and Elections. The election of members of the Board of Governors shall be held on the third Tuesday of February every year, commencing in 1971. A nominating committee of five members at least four of whom are not members of the Board, shall be appointed by the President, with the consent and approval of the Board of Governors, not less than forty (40) days prior to the election date. The committee shall submit to the Board of Governors the names of members for election to the Board of Governors in a number equal to twice the number to be elected, at least thirty (30) days prior to the election date. Additional names may be placed in nomination by instrument or instruments in writing, addressed to the Secretary of the Association, signed by ten (10) members in good standing and delivered to the Secretary at least twenty (20) days prior to the annual election.

On or before fifteen (15) days prior to the Annual Election by the membership, the Secretary shall cause all such nominations to be printed alphabetically on a ballot form and shall mail the same to all members at the last address of said members, and ballot shall be sealed with the corporate seal of the Association so as to identify the same as the authentic Association ballot. Such ballot shall be mailed to the office of the Association so as to arrive not later than two o'clock P.M. on the day said election is to be held, or in lieu thereof, said ballot may be deposited in ballot boxes to be provided by the Association, not later than two o'clock P.M. on the day of the election. Special election supervisors shall be named by the President and approved by the Board of Governors to take charge of and supervise the ballot boxes and the counting of the ballots. When a tabulation is completed, the results shall be certified to by the election supervisors and reported to the President.

SECTION 3 - Vacancies. Vacancies on the Board of Governors shall be filled for any unexpired term by appointment of the President with approval of the Board of Governors.

SECTION 4 - Meetings of the Board of Governors. The Board of Governors shall meet the second Tuesday of each month, or upon the call of the President, Vice-President, or a majority of the Board of Governors.

The Board of Governors shall have the power to act for the good of the Association in all matters except as limited by these By-Laws and Chapter. Five (5) members in attendance at a meeting shall constitute a quorum for the transaction of business, and a majority vote of those present at any meeting of said Board of Governors shall be sufficient for all purposes.

SECTION 5 - Powers of the Board of Governors. The Board of Governors shall have control and jurisdiction over the physical properties and facilities of the Association, presently owned or subsequently acquired. It shall have jurisdiction over the manner in which these properties and facilities will be used or operated. The Board of Governors shall be responsible for providing for the expansion and improvement of such facilities in order that they may be adequate for the present as well as the future membership. The Board of Governors shall have the power and authority to authorize disbursements of Association funds for capital improvements and expenditures, so long as each such separate improvement or expenditures does not exceed the sum of \$50,000.00. The Board of Governors shall have the power and authority to authorize disbursements of Association funds in amounts of more than \$50,000.00 for any single capital expenditure or improvement, only with the approval of a majority of those members of the Association constituting a quorum, at any regular or specially called meeting thereof. Notwithstanding the foregoing, the approval of the membership shall not be required for passage of, or expenditures made pursuant to the duly adopted operating account budget or security account budget of the Association.

The Board of Governors shall take action and conduct hearings on:

- (A) Charges made against members of the Association.
- (B) Alleged misconduct of members of the Association.
- (C) Any default in the payments called for under the By-Laws,
- (D) Abatement of nuisances.

The Board of Governors may determine and assess a reasonable fine for any violation it finds to have occurred.

The Board of Governors shall promulgate rules and regulations governing the use of the properties of the members of the Association. Such rules established from time to time shall be for the express purpose of always preserving the property as a highly desirable and exclusive recreational and residential section for the resident of the PINE TREE COUNTRY CLUB ESTATES, INC. Members shall not use their properties for commercial purposes.

The Board of Governors shall have and exercise the power of levying assessments or maintenance fees for any purpose provided in these By-Laws to a maximum of \$100.00 per lot, per annum, and the same shall become due and payable as of the date the Treasurer mails or presents statements for the same to the members of this Association. Assessment in excess of this amount (\$100.00 per lot, per annum) must be approved by a majority of

the Board of Governors. However, to the extent any such additional assessment exceeds the amount of \$100.00 per lot, per annum, such excess amount of the assessment must be approved by a majority of the members of the Association. In addition to the assessments of maintenance fees herein provided for, the Board of Governors shall have and exercise the power of levying further assessments, limited in amount to \$360.00 per house, per annum, for the purpose of providing security protection to the improved real property within the Pine Tree Subdivision area, and Members shall be liable for such security assessment only if their real property is improved. For purposes of such security assessment, the term "improved real property" shall include any real property within the Pine Tree Subdivision upon which any physical phase of construction has begun. Should the Association, through its Board of Governors, at any time, determine that the Security Assessments made are not sufficient to pay the expenses, the Board of Governors shall have authority to collect from the General Fund the necessary funds, which funds shall be deemed as necessary to provide security protection for all properties within the Pine Tree Country Club Estates, Inc. The judgement of the Board of Governors in the expenditure of said funds shall be final. Statements shall be mailed to the addresses of the members as they appear on the Association's records. If a duly-made assessment is not paid within thirty (30) days after it becomes due the Treasurer shall send a notice of default to the delinquent member by registered mail, return receipt requested. If payment is not received within thirty (30) days from the date of mailing notice of default, the Treasurer shall report the default to the Board of Governors. If payment is not made by the member within thirty (30) days from the date of the report of default to the Board of Governors, the Board may take such legal action against the member as it deems best (including the placement of a lien against the property of the Member). In collecting any delinquent payment, the Board shall collect from the member, the payment, ten (10) percent interest on the payment from the due date, the costs of any legal action, reasonable attorneys' fees and any other costs of collection.

On demand, the Association shall furnish to any owner, mortgagee or bona fide potential purchaser, a statement showing the unpaid assessments or maintenance charges against any lot or lots which the demanding party owns, holds a mortgage on, or is negotiating to purchase.

The Association, through the Board of Governors, has the power to institute against any member causes of action, either by injunction or at law, for the enforcement of deed restrictions on properties located in the Pine Tree Subdivision.

The Board of Governors shall have the power to appoint an architectural committee or committees to pass upon the design and construction of any residence in the Pine Tree Subdivision.

The Board of Governors shall have the power to require all members of the Association to uniformly maintain their properties located within the subdivision. Among those powers specifically entrusted to the Board of Governors is the right to require the members to properly maintain their properties and to keep their lawns and shrubbery trimmed and neat and to remove all objectionable debris or material that may be located thereon.

The Board of Governors shall have the power to enter into negotiations with Palm Beach County for the Creation of a special taxing district under the provisions of the Special Taxing District Ordinance of Palm Beach County. Creation of any taxing district shall be subject to vote of the members as provided by law.

SECTION 6 - Assessment Funds.

(A) The assessment or maintenance fee levied by the Board of Governors shall constitute the general fund to be used for, but not limited to, the following purposes:

- (1) For the enforcement of all deed restrictions in the subdivision.
- (2) For lighting, improving and maintaining streets and dedicated rights-of-way within the subdivision.
- (3) For operating and maintaining any storm drains now or hereafter constructed in said subdivision that are not, or will not, be under the direct supervision of the city or county.
- (4) For the maintenance of parkways.
- (5) For the collection of rubbish and debris and the eliminations of fire hazards.
- (6) For doing any other things necessary or desirable, in the opinion of the Board of Governors, to keep the property in neat and good order.
- (7) For the general welfare of the owners and occupants of the lands included in the subdivision.
- (8) For any other proper expense necessary to the operation and purposes of this Association.

(B) The assessments levied on improved property by the Board of Governors for security protection shall constitute the security fund, which fund shall be accounted for separately in the bookkeeping system, to be used for, but not limited to, the employment of gatemen, policemen, watchmen or security patrols.

(C) The Board of Governors, in its sole discretion, shall determine to which fund shall be charged any expenses incurred by the Association.

SECTION 7 - Committees. The Board of Governors shall have the power or may delegate to the President, the power to appoint and fix the authority and duties of such Standing Committees and

such other Committees as may from time to time be considered necessary and advantageous. No member shall be appointed to a committee for a term exceeding one year, however, a member may serve for any number of terms without limit.

SECTION 8 - Removal of Members of the Board of Governors. For such cause determined to be in the best interest of the membership of the Association, a member of the Board of Governors may be removed from his/her position as a Governor by the affirmative vote of two-thirds (2/3) of the entire Board, excluding the vote of the individual in the removal action. The decision of the Board of Governors shall be final.

ARTICLE V

SECTION 1 - Association Property. Title to all Association property shall be held in the name of the Association and any conveyance of property shall be made in the name of the President and attested by the Secretary, or in the absence of these officers, by those delegated to perform their duties as elsewhere in these By-Laws provided.

ARTICLE VI

SECTION 1 - Assessments and Maintenance Fees. All assessments and maintenance fees shall be uniform as against all property, whether improved or unimproved, and such assessments and fees shall be on a "per lot" basis. Where, however, a member shall fail to maintain his or her property, as provided by these By-Laws and as fixed by the Board of Governors, the Board of Governors may assess a special maintenance fee against such member for the specific purpose of paying the expense of maintenance of such member's property.

ARTICLE VII

SECTION 1 - Order of Business. At all meetings of the members, the order of business shall be as follows:

- (A) Reading of the minutes of the previous meetings and action thereon.
- (B) Report of the Board of Governors (annually only).
- (C) Financial report or statement.
- (D) Report from officers and committee chairmen.
- (E) Unfinished business.
- (F) New or miscellaneous business.
- (G) Election returns (annually only).

ARTICLE VIII

SECTION 1 - Committees. The standing committees shall be as follows:

Executive
Finance
Architectural
Security
Maintenance

SECTION 2 - Executive Committee. The Executive Committee shall consist of the President, Vice President, Secretary and Treasurer and shall meet at the call of the President or Vice President. The committee shall have the authority to transact all the ordinary business of the Association subject to ratification by the Board of Governors and such special business of the Association when specifically authorized in advance. Any three members of the Committee shall constitute a quorum.

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

SECTION 4 - Architectural Committee. Under deed restrictions imposed by the Association, the owners of property are required to submit their plans and specifications for approval, both as to design and as to the nature of construction, as well as the location of the improvements on the lot, to this Committee. This Committee shall undertake to pass upon the compliance by the member with the obligations, as fixed in said deed restrictions. Said Architectural Committee shall undertake to see that the improvements located on said lots comply with the general requirements of said deed restrictions, and further undertake to require the developments of the lands in the subdivision as a residential area of high standards. The members of this Association agree that no building or other structure shall be placed upon such lots until such plans and specifications have been approved by the Architectural Committee of the Association. Said Architectural Committee may declare a building contractor ineligible to build for any previous violation it finds to have occurred. Refusal of an approval of plans and specifications by the Architectural Committee may be based on any grounds, including purely aesthetic conditions, which, in the sole discretion of the Architectural Committee, shall be sufficient. The Committee shall likewise have control over the location of buildings, hedges and garages. If the Architectural Committee shall fail to approve or disapprove of plans and specifications submitted to it by the member within thirty (30) days after written request therefor, then such approval shall not be required.

The Architectural Committee shall, in exercising its discretion, be bound by the following minimum standards and guidelines:

MINIMUM STANDARDS AND REQUIREMENTS FOR APPROVAL OF NEW CONSTRUCTION, ALTERATIONS, AND ADDITIONS IN PINE TREE COUNTRY CLUB ESTATES, INC.

Prior to obtaining a building permit from the County of Palm Beach and prior to the stripping of any lot or the beginning of construction, all plans for any and all buildings, structures, walls, irrigation systems, fences, hedges or walls, pools or pool enclosures, and any additions or remodeling to existing hedges used as walls, pools or pool enclosures, must be presented and approved by the Architectural Committee of Pine Tree Country Club Estates, Inc.

The Architectural Committee schedules meetings monthly. All plans and requests are to be delivered to the Gatehouse to the attention of the Architectural Committee. Plans for review must be submitted at least ten (10) days prior to the first of the month for review within that month.

(A) INSTRUCTIONS FOR SUBMITTING PRELIMINARY PLANS: The following must be submitted:

(1) Three (3) sets of Architectural drawings of all elevations, floor plans and site plans drawn to scale. Screened enclosures, pool, locations of outside equipment and fence enclosures must be shown. Exterior finish materials must be noted including roof materials.

(2) An application fee of \$100.00 payable to Pine Tree Country Club Estates, Inc.

(3) Minimum Standards signed and notarized.

(4) The Architectural Committee may request additional information as maybe reasonably necessary for the Architectural Committee to evaluate on a preliminary basis the proposed construction or alteration.

(5) In no event shall preliminary approval based on Preliminary Plans be deemed an approval of the final plans.

(B) INSTRUCTIONS FOR SUBMITTING FINAL PLANS: The following must be submitted for final approval:

(1) Three (3) sets of final building plans and three (3) sets of landscaping plans.

(2)a For New Construction, a check in the amount of \$5000.00 payable to Pine Tree Country Club Estates, Inc., or a check in the amount of \$4900.00 if Preliminary Plans were submitted. \$4400.00 of this fee shall be held in reserve by the Association pending final approval of the completed construction and landscaping.

(2)b For Alterations and Additions, a check in the amount of \$500.00 or \$400.00 if Preliminary Plans have been submitted. Upon final approval, any amount remaining after inspection expenses shall be returned.

(3) Minimum Standards signed and notarized.

(4) Builder's Check List completed and signed.

(C) **BUILDING REQUIREMENTS:** (Please note, any deviations from these Standards will be considered a variance which requires approval of the Architectural Committee and Board of Governors.)

(1) All plans are to be drawn and stamped by a registered Florida Architect, who must be available to the Architectural Committee for consultation.

(2) Allowable setbacks are:

55 ft. front boundary setback from the center of the road.

20 ft. side boundary setback, including screen enclosures. Wing and privacy walls where required and shown on plans shall meet the approval of the Architectural Committee as to height and length.

30 ft. back boundary setback on all fairway lots including screen enclosures.

20 ft. back boundary setback for all fairway lots for open pools. (measurements begins from the water's edge)

20 ft. back boundary setback for all lots adjacent to residential property including open pools and screen enclosures.

15 ft. back boundary setback for non-fairway lots with the exception of all lots adjacent to residential property including open pools and screen enclosures which shall maintain a 20 ft. set back dimension.

(3) The minimum air conditioned footage for a one story residence shall be 3000 square feet exclusive of garages, screened or open porches, or open patios or loggias. The minimum footage for a two story residence shall be 2000 square feet for the first floor and 1000 square feet for the second floor exclusive of garages, screened or open porches or open patios or loggias.

(4) No houses shall exceed 35 ft. in height from the finish floor elevation.

(5) Garage doors must not face the road. It must operate electrically and include adequate egress/ingress allowance. Driveways are not to be adjacent to one another without allowance for generous landscaping. Distance between adjacent driveways shall be approved by the Architectural Committee. Garage doors may not face each other.

(6) No curbside parking areas may be created by extending any portion of the street pavement.

(7) Roof pitch must be at least 6 x 12. Roofing material to be cement shingle, hand split cedar shakes, slate, Spanish tile or cedar shingles. Samples of roofing material may be requested.

(8) Roof overhangs throughout must be a minimum of 24".

(9) Materials used for driveway must be specified on the plans. Asphalt, loose stone, and plain concrete (including plain and stained concrete and/ or broom swept) are not permitted.

(10) Color of roof, material and color of the exterior finish must be specified and approved by the Architectural Committee.

(11) Exterior materials may not be simulated or imitation stone, wood or brick. T-111, masonite, and aluminum siding are not permitted.

(12) Black screening and mansard roofs are recommended for screen enclosures.

(13) Window treatment must be shown on all elevations. The same architectural character and material shall be carried throughout the exterior of the house, thereby giving regard to total design and not just frontal treatment.

(14) No external air conditioning units shall be attached to the window or wall of any dwelling.

(15) The home may not be similar to other houses within six (6) lots in either direction on both sides of the street and must be different in exterior appearance as to roof design, front elevation, exterior materials and color.

(16) Finish floor elevations should be a minimum of 24" above the crown of the road or as determined by regulations of the Health Department when permitting the septic tank.

(17) Homes must be pre-wired for cable and it is highly recommended that home be planned for security systems.

(18) Solar heating panels shall be reviewed on an individual basis, and if approved by the Architectural Committee, must be placed in the least visible location to surrounding residences.

(19) All proposed exterior lighting shall be detailed. At least one post light shall be installed in front of the house with a dusk to dawn automatic cell to provide street lighting. Exterior flood lights are required on all four corners.

(20) Location and construction of tennis or any other type of court must be shown on the final plans. Lighting for outdoor recreational purposes on a lot will be permitted in the sole discretion of the Architectural Committee. In the event that the Architectural Committee permits any lot owner to construct or maintain lighting for outdoor recreational purposes, the lights shall not be used for illumination of any outdoor area after 8:00 PM on any day. Patio and pool lights, and outdoor flood lights not specifically designed to illuminate an area to be used for outdoor recreational purposes situated on the corners of houses shall not be subject to the 8:00 PM time limitation for the use of the lights. Should any homeowner, tenant, occupant or guest violate the 8:00 PM time limitation for use of the outdoor lights three (3) times within a one (1) year period, and for which written notice of the violation is given to the homeowner the Association may institute an action to enjoin further use of the lighting for outdoor recreational purposes and to have said lights dismantled and removed. In any action brought by the Association pursuant to this Section, the prevailing party shall be entitled to a reasonable attorneys' fee.

(21) No aerial or satellite dish shall be placed upon any lot or affixed to the exterior or any building.

(22) All houses are required to have a mailbox installed. The mailbox post, and numbers will be furnished by the Association.

(23) No free standing garages, storage areas, tool sheds, or garden houses are permitted.

(24) No doghouse, playhouse, tree house or structure of a similar kind and nature shall be constructed on any part of a lot without the approval of the Architectural Committee.

(D) LANDSCAPE REQUIREMENTS:

(1) Landscape Plans must be submitted in triplicate along with the final plans. The minimum expenditure is \$10,000.00 excluding automated irrigation and sodding.

(2) They must meet the requirements as designated in the landscape specifications, as developed and adopted by the Architectural Committee.

(B) CONSTRUCTION REGULATIONS:

(1) All building contractors must be licensed to build in Palm Beach County.

(2) A tie-in survey prepared by a professional land surveyor registered in the State of Florida, signed and sealed, must be submitted to the Architectural Committee for approval at least 48 hours prior to the time of pouring the slab.

(3) Driveway swales are not permitted. If the site is located close to a drainage inlet, the Architectural Committee must be consulted.

(4) Construction shall commence no later than five (5) months following the date of final approval and shall be prosecuted diligently to completion. Completion to include irrigation system, and landscaping. Completion shall not exceed one year from the date of approval of the final plans.

(5) Construction sites must be provided with electrical current and water supply prior to and during construction independent of neighboring homeowners.

(6) Only one sign permitted on the job site other than the owner's name and address will be that of the contractor. The maximum size allowed is 18 x 24 inches. The sign must be removed upon completion and/or occupancy. No signs of trades or subcontractors are permitted.

(7) A construction metal dumpster must be placed on the work site. All discarded materials, refuse and debris must be placed in the construction dumpster on a daily basis. Work materials must be neatly stacked in order to maintain a neat and orderly site. There shall be no burning or burying of construction debris on the property. Dumpsters must be in place by the time of pouring the slab. (see paragraph 16 for violations)

(8) Unsightly weeds are to be routinely cut back.

(9) Neighboring lots may not be used for the dumping of construction debris, dirt, trash or other similar items.

(10) If there is a threat of a hurricane or strong winds, the contractor and/or owner is responsible to secure all loose materials on the site.

(11) A portable toilet must be placed on the work site at the same time construction begins. It should be situated midway between the front and rear boundary lines and the door should not face the golf course or street.

(12) Prior to construction, a list of contractors and sub-contractors must be submitted to the Security Gatehouse. This list must be kept current as only those names listed will be allowed entry without prior approval.

(13) Construction hours are from 7:00 AM to 5:00 PM, Monday through Saturday. No entry will be allowed on Sundays or holidays.

(14) All construction vehicles and personnel must be out of the area by 5:00 PM.

(15) No construction vehicles are permitted on the site overnight.

(16) Inspections of the construction site will be made to insure compliance and if found to be with non-compliance, a reasonable fine will be assessed for each incident.

(F) PROCEDURE FOR FINAL INSPECTION AND REFUND OF THE BUILDER'S ESCROW DEPOSIT:

(1) It is the responsibility of the Builder, Contractor or the Owner to notify the Architectural Committee prior to the time of occupancy, in writing, so that a final inspection can be made to ascertain that the exterior of the house is constructed and landscaped as approved by the Architectural Committee.

(2) All areas on adjacent lots damaged during construction must be repaired and re-grassed to the original condition.

(3) All damaged road edges that were damaged during construction must be repaired to the satisfaction of the Architectural Committee.

(4) All construction materials, tools, temporary meters, and debris must be removed.

(5) Upon final inspection should the residence be found not to be built in accordance with the approved plans, the owner shall be required to show cause to the Board of Governors for failure to comply with the approved plans and shall be subject to a fine in accordance with Article IV, Section 5 of the By-Laws which shall be no less than \$5000.00, plus legal fees.

Any builder, or contractor and/or sub contractor found guilty of violations of the approved plans shall be considered not in good standing with the Architectural Committee and all future plans for residences submitted to the Architectural Committee by said builder, contractor and/or sub-contractors shall be disapproved.

Should the Association be compelled to complete the requirements as specified and agreed upon, or to repair any property damages or to repair damages to the roads, then the cost of any services shall be deducted from the reserve account and the balance shall be refunded.

(6) Upon final inspection and approval by the Landscape Inspector and the Architectural Committee the Board of Governors will be notified and the request for Escrow Refund will be placed on the Agenda for the next scheduled Board Meeting.

(G) GENERAL RESTRICTIONS:

(1) No animals, birds or fowl, including but not limited to hogs, cattle, cows, goats, sheep, rabbits, hares, dogs, cats, pigeons, pheasants, game birds, game fowl, or poultry (except as hereinafter permitted) shall be kept or maintained on any part of said property. Dogs, cats, and pet birds confined in cages, may be kept on any lot in reasonable numbers as pets for the pleasure and use of the occupants of said lot, but not for any commercial use or purpose. In no event shall any roosters, guinea hens or other noisy fowl be kept for any purpose on any lot. No stable, livery stable, or riding academy shall be erected, conducted, carried on, kept, permitted or maintained, nor shall any horses, ponies, donkeys or burros, be kept upon any part of said real property. All animals must be kept on a leash when they are outside the owner's premises and must not become a nuisance to other residents by barking or other acts.

(2) No trailers, boats, motor homes, or other habitable motor vehicles of any nature shall be kept on or stored on any part of the property except within an enclosed garage. No trucks of any nature shall be parked overnight on any lot except in an enclosed garage.

No weeds, underbrush or other similar unsightly growths shall be permitted to grow or remain upon any part of the property and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon, including vacant lots.

In order to further insure the beauty of this residential community, the owners of the respective lots covered hereby, shall at all times maintain their lawns, all shrubbery and landscaping in a neat and trim condition. Such maintenance shall include the portion of the lawn between the lot line and the pavement of any right-of-way. Other than the driveway installed

in connection with the construction of the residence, no other paved or pebbled parking areas shall be permitted on the building site, unless approved by the Architectural Committee in accordance with the procedures in Items (B) and (F) above.

(3) Prior to the transfer of title, the following documents must be furnished to the prospective buyer by the seller of the property:

(a) The Minimum Standards and Requirements for New Construction as amended from time to time by directive of the Board of Governors.

(b) The By-Laws of the Pine Tree Country Club Estates, Inc. adopted December 18, 1974, amended and restated March 2, 1978 and all amendments thereto.

(c) The Agreement of Consent form that must be properly executed by the new member prior to the transfer of title.

(d) The Property Ownership Change Notice.

All sales of lots must be reported to the PINE TREE COUNTRY CLUB ESTATES, INC. Association with the name of the purchaser and lot number.

(H) ACKNOWLEDGEMENT NEW CONSTRUCTION AGREEMENT:

is-
/are the present owner(s) of the property described as Lot(s) _____ of the unrecorded Plat of PINE TREE COUNTRY CLUB ESTATES, INC. wholly within Section 25, Township 45 South, Range 42 East, located in Palm Beach County, Florida, and more particularly described in Schedule "A" attached hereto and made a part hereof.

The undersigned, as the present owner(s) of all the property above-described, affirm(s) that the undersigned has/have read and understood the By-Laws of the PINE TREE COUNTRY CLUB ESTATES, INC., formerly known as the PINE TREE IMPROVEMENT ASSOCIATION, INC., such By-Laws adopted December 18, 1974, amended and restated March 21, 1978, and recorded June 21, 1978, in Official Records Book 2881, Pages 1230-1250, Public Records of Palm Beach County, Florida.

The undersigned owner(s) of the above-referenced property hereby subject(s) said property to the protective covenants, restrictions, reservations, servitude, easements, agreements, and any other requirements as set forth in said By-Laws, as amended from time to time. The undersigned do(es) further agree and

covenant to conform to and abide by all the terms and conditions of said By-Laws as they may be amended from time to time.

The undersigned, owner(s) further agree(s) to abide by and conform to the Minimum Standards and Requirements for Construction in Pine Tree Country Club Estates, Inc. as promulgated by the Board of Governors in accordance with the authority granted under the By-Laws of Pine Tree Country Club Estates, Inc.

The undersigned hereby acknowledges and understands that the Architectural review to be conducted by Pine Tree Country Club Estates, Inc., or its agents, is for the sole purposes of determining the new construction is aesthetically pleasing and will not be a detriment to the community and to further insure that the minimum building requirements of the Association have been met.

The undersigned understand that approval by the Association no way implies that the home being built is constructually sound or meets the minimum standards as set forth by the County of Palm Beach and in no way should be interpreted as a representation by the Association or its agents as to the quality of the construction.

IN WITNESS WHEREOF, the undersigned do(es) hereunto set its/his/her/their hand(s) and seal (s) this _____ day of _____, 19__.

Owner

Witness

Witness

STATE OF FLORIDA

COUNTY OF PALM BEACH

Before Me, the undersigned authority, this day personally appeared _____, to me well known to be the person(s) described in and who executed the foregoing instrument, and _____ acknowledged before me that _____ executed the same for the purposes therein expressed.

WITNESS, my hand and official seal, this _____ day of _____, 19__.

Notary Public

The Architectural Committee shall be appointed by the President as provided in Article III, Section 2 of the By-Laws and shall consist of five (5) members and three (3) alternates, each of whom shall serve for a term of one year, without restriction to reappointment, as further provided in Article IV, Section 7. A majority of the members of the Architectural Committee shall constitute a quorum at any meeting thereof, and in the absence of attendance of a member, an alternate, as designated by the Chairman of the committee, may take the place of such absent member, with full voting power and rights.

SECTION 5 - All other Committees. The duties and membership of all other committees shall be designated by the President and the Board of Governors, from time to time.

ARTICLE IX

SECTION 1 - Loss of Property. The Corporation shall not be liable nor responsible for the destruction, loss of, or damage to the property of any member or visitor or any other persons.

ARTICLE X

SECTION 1 - Fiscal Year. Fiscal year of the Corporation shall begin on the first day of January and terminate on the thirty-first day of December of each year.

ARTICLE XI

SECTION 1 - Corporate Seal. The Corporate seal shall be engraved with the following: PINE TREE COUNTRY CLUB ESTATES, INC.

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

ARTICLE XII

SECTION 1 - Amendments. These By-Laws may be repealed, altered, amended or added to only by the affirmative vote of a majority of all members (voting in person or by proxy,) at any annual meeting or at any special meeting of the members, provided that any proposed amendment, repeal, alteration or addition to the said By-Laws be in submitted in writing to the members of the Association at least thirty (30) days prior to any such meeting. Amendments may be proposed by the Board of Governors, or by the request, in writing, by twenty-five percent (25%) of the members in good standing. A proposed amendment must be filed with the Secretary no later than forty (40) days prior to the meeting of the membership at which time the proposed amendment is to be considered.

SECTION 2 - Right to Petition. Association members, in good standing, may petition the Board of Governors for a ballot vote on issues affecting the community. This petition must be agreed to by twenty five percent (25%) of the members in good standing and be presented to the Board thirty (30) days prior to their next regularly scheduled meeting. Thereafter, the Board has ten (10) days after their meeting to certify the signatures of the petitioners. If certified, balloting will then commence within twenty-one (21) days and last for a twenty-one (21) day period. If the petition is accepted by a majority of the members entitled to vote, the Board of Governors will have the responsibility of acting upon the decision within a thirty (30) day period. If, on the otherhand, the petition is not accepted, the issue cannot be re-petitioned for a vote for a one year period.

ARTICLE XIII

SECTION 1 - Dues and Initiation Fees. The Association shall require no initiation fee or payment of dues. All funds for operation shall be obtained by assessment, ("per lot") in the manner provided in these By-Laws.

DECLARATION OF RESTATED BY-LAWS
OF
PINE TREE COUNTRY CLUB ESTATES, INC.

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME the undersigned notary public in and for the county and state aforesaid, personally appeared, Michael B. Schorah, the President, and Paul J. Staruk, the Secretary, of PINE TREE COUNTRY CLUB ESTATES, INC., who, being duly sworn depose and say:

1. They are respectively the President and Secretary of PINE TREE COUNTRY CLUB ESTATES, INC., formerly known as "Pine Tree Improvement Association, Inc.", a corporation not for profit duly organized and existing under and by virtue of the laws of the State of Florida, with its principal office located at 10800 S. Military Trail, Boynton Beach, Fl. 33436, Palm Beach County, Florida, and in whose behalf they make this Declaration.

2. That all lots located within the Pine Tree Subdivision situated within Section 25, Township 45 South, Range 42 East, Palm Beach County, Florida, as shown on the Palm Beach County Appraiser's map #73 as amended by the unrecorded plat of Pine Tree Golf Club prepared on July 23, 1968, subject to certain building and use restrictions, limitations, conditions and agreements of deed, and pursuant thereto, are further subject to the By-Laws of the aforesaid corporation.

3. That the said By-Laws of the aforesaid corporation have, from time to time been amended, and that the said By-Laws were restated as of April 10, 1991.

4. That the foregoing instrument represents a true and correct copy of the aforesaid By-Laws as amended and restated April 10, 1991.

PINE TREE COUNTRY CLUB ESTATES, INC.

In Witness Whereof:

Frances Cappelloni

M. Carol Lindsey

By Michael B. Schorah
President

Paul J. Staruk
Secretary

Corporate Seal

Sworn to and subscribed to before me this 10th day of April, 1991.

M. Carol Lindsey
Notary Public, State of Florida at Large

RECORD VERIFIED
PALM BEACH COUNTY, FLA
JOHN B. DUNKLE

My Comm. Expires 4-16-94

FIRST AMENDMENT TO BYLAWS

Article IV, Section 5

1994

CERTIFICATE OF ADOPTION OF AMENDMENT

WE HEREBY CERTIFY that the attached amendment was duly adopted as an amendment to the above-referenced By-Laws; and the required Board and owners approvals were obtained.

DATED this 2nd day of March, 1994.

WITNESSES:

PINE TREE COUNTRY CLUB ESTATES, INC.

Sign: Harold Smith

By: Sign Paul J. Starcke
PRESIDENT

Print Harold Smith

Print Paul J. Starcke

Sign: Albert Scotti

10699 St. Andrews Road
Street Address

Print Albert Scotti

Boynton Beach, Fl. 33436
City, State, Zip Code

Sign: Harold Smith

By: Sign [Signature]
SECRETARY

Print Harold Smith

Print William W. Price

Sign: Albert Scotti

10448 St. Andrews Road
Street Address

Print Albert Scotti

Boynton Beach, Fl. 33436
City, State, Zip Code

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

The foregoing instrument was acknowledged before me this 2nd day of March, 1994 by Paul J. Staruk,
and William W. Price, president and secretary respectively of PINE
TREE COUNTRY CLUB ESTATES, INC. a Florida Corporation not for profit, on behalf
of the corporation.

M. Carol Lindsey
(Signature of Notary Public -- State of Florida)

M. CAROL LINDSEY
NOTARY PUBLIC - STATE OF FLORIDA
My Commission Expires April 16, 1994
Commission # CC 002141

(Print, type or stamp commissioned name of notary public)

Personally known ✓ OR Produced Identification _____
Type of Identification Produced _____

PINETREECERT.AME

**AMENDMENT TO THE RESTATED
BY-LAWS OF PINE TREE COUNTRY CLUB ESTATES, INC.**

As used herein the following shall apply:

A. Words in the text are lined through with (----) indicate deletions from the present text.

B. Words in the text which are underlined indicate additions to the present text.

1. The fourth sentence of the fourth indented paragraph of Article IV, Section 5, of the by-laws shall be amended to read as follows:

"In addition to the assessments of maintenance fees herein provided for, the Board of Governors shall have and exercise the power of levying further assessments, limited in amount to \$360.00 per house, per annum, as hereinafter adjusted, for the purpose of providing security protection to the improved real property within the Pine Tree Sub-division area, and Members shall be liable for such security assessment only if their real property is improved; the foregoing figure shall be adjusted by the following formula:

i = Consumer Price Index for December 31, 1993

I = Consumer Price Index for December 31, 1994 and December 31st of each year thereafter

(I - i) ÷ i times \$360.00.

The Consumer Price Index as just referred to is the "Consumer Price Index - U.S. city average for all urban consumers, 1967 equals 100, All items"; the foregoing figure as adjusted may be exceeded in any given year by the vote of a majority of the entire Board of Governors and a majority of the votes of the members of the Association."

NOTE: The balance of the fourth sentence of the fourth paragraph of Article IV, Section 5 of the By-Laws not amended above shall remain in full force and effect.

DRAFTER'S NOTE: It is within the discretion of the Board whether to increase the assessment to the maximum amount referred to above, or to some lesser amount.

LEVINE, FRANK & EDGAR, P.A.
Crocker Plaza, Suite 801
5355 Town Center Road
Boca Raton, FL 33486
(407) 391-4900

c:\wp\data\pine tree.ame

SECOND AMENDMENT TO BYLAWS

Article VIII, Section 4, G(2)

Article VIII, Section 4, C(21)

Article II, Section 1

1995

CERTIFICATE OF ADOPTION OF AMENDMENT

WE HEREBY CERTIFY that the attached amendment was duly adopted as an amendment to the above-referenced By-Laws; and the required Board and owners approvals were obtained.

DATED this 15 day of March, 1995.

WITNESSES:

Sign:

Print:

Sign:

Print:

Sign:

Print:

Sign:

Print:

PINE TREE COUNTRY CLUB ESTATES, INC.

By: Sign

Print Paul J. Staruk

10699 St. Andrews Road
Street Address

Boynton Beach, FL 33436
City, State, Zip Code

By: Sign

Print William W. Price

10448 St. Andrews Road
Street Address

Boynton Beach, FL 33436
City, State, Zip Code

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

SS.

The foregoing instrument was acknowledged before me this 15 day of March, 1995, by Paul J. Staruk and William W. Price, President and Secretary respectively of PINE TREE COUNTRY CLUB ESTATES, INC. on behalf of the Corporation, not for profit, who are personally known to me and has produced identification and who did take an oath.

M. Carol Lindsey
Notary Public

M. CAROL LINDSEY
NOTARY PUBLIC - STATE OF FLORIDA
My Commission Expires April 16, 1998
Commission # CC 359661

Exhibit "1"

AMENDMENT TO THE RESTATED BY-LAWS OF
PINE TREE COUNTRY CLUB ESTATES, INC.

As used herein the following shall apply:

A. Words in the text that are lined through with (---) indicate deletions from the present text.

B. Words in the text which are underlined indicate additions to the present text.

C. If a proposed change is so extensive that the underlining and strike through procedure would hinder, rather than assist, the understanding of the proposed amendment, underlining and hyphens shall not be used; rather, a notation shall be inserted immediately preceding the proposed amendment that there is substantial rewording of the document and to look to the section of the document for the present text.

The first two sentences of Article VIII, Section 4, G(2) of the By-Laws shall be deleted in its entirety and shall read as follows: SUBSTANTIAL REWORDING OF BY-LAWS. SEE THE FIRST TWO SENTENCES OF ARTICLE VIII, SECTION 4, G(2) OF THE BY-LAWS FOR PRESENT TEXT.

G(2)

- (a) Prohibited Vehicles and Items. Except as otherwise allowed in Section 2(b) below, the following shall not be kept, stored or parked anywhere on the property under the jurisdiction of the Association except within an enclosed garage of a home on a lot:

Trucks, including pick-up trucks or any vehicle with a passenger cab and cargo bed, whether covered or uncovered, whether with a bed top or without; agriculture vehicles; dune buggies, swamp buggies and all-terrain and off-road vehicles; any trailer or other device transportable by vehicular towing; semis, tractors or tractor trailers; buses; travel trailers; commercial vehicles as defined below; motorcycle delivery wagons; campers; recreational vehicles; mobile homes or mobile houses; truck mounted campers attached or detached from the truck chassis; motor homes or motor houses; motor vehicles not having any bodies whatsoever, or incomplete bodies; vehicles that are an eyesore, noisy, unsightly or junkers, or which have flat or missing tires, or which do not appear to be in working order; vans (certain vans are permitted by Section 2(b) below); boats and boat trailers.

- (b) Exceptions. The following exceptions to the prohibitions in Section 2(a) above shall apply:
1. Moving vans shall be permitted to park, but not on the grass, for the purpose of loading and unloading and at no time shall same park as such during the hours of 9 PM to 7 AM.
 2. Vehicles, regardless of classification, necessary for the maintenance and care of any property shall be permitted, during permitted Association working hours, and only for the time period during which the maintenance and care is being provided.

3. Service and delivery vehicles, regardless of classification, servicing any property shall be permitted, during the Association's permitted working hours and only for that period of time to render the service or delivery in question, except for emergencies.
4. Vehicles for handicapped persons, "handicapped" being defined by any fair housing law shall be permitted.
5. Police and Emergency vehicles shall be permitted.
6. Certain vans which are permitted. Subject to other non-van restrictions in Section 2(a) above, the following shall be permitted: a two axle van as defined below which is not a commercial vehicle as defined below; which contains windows on the rear of the vehicle, on both sides of the vehicle adjacent to the first row of seating, and also at least one set of windows on each side of the vehicle beyond the windows adjacent to the first row of seating.
7. Allowance for up to four (4) hours for loading and unloading of boats and recreational vehicles (motor homes, etc.) will be permitted after check-in with the security guards.
8. Pick-up trucks are permitted during the hours of 6 AM to midnight but must be parked in an enclosed garage during the hours of midnight to 6 AM.

(c) Classifications and Definitions.

1. The most current edition of the N.A.D.A. Official Used Car Guide ("Guide") shall determine the classification of whether a vehicle is in fact a truck or van. If a vehicle is listed as a truck in the Guide and falls within the description in 2(b)6 above, then the vehicle shall fall within the exception of 2(b)6. If the Guide does not contain reference to a particular vehicle, then the manufacturer's classification shall control. If publication of the Guide shall be discontinued, an equivalent publication shall be selected by the Board of Governors to be used to determine vehicle classifications hereunder. Except as otherwise provided as to certain vans under Section 2(b)6 above, a State registration or title classification shall have no bearing on determination of the classifications under this Section 2.
2. A "commercial vehicle" shall mean any motor vehicle which has an outward appearance of being used in connection with business, such as: the vehicle displays work equipment to view and/or is commercially lettered or contains a commercial or business logo. Actual use of the vehicle shall not be considered; only its outward appearance shall be. A vehicle with a covered sign or logo shall still be considered to be a commercial vehicle. A vehicle with a removable sign or logo shall not, with the sign/logo removed, be considered to be a commercial vehicle unless it meets the definition of "commercial vehicle" even without the sign or logo.
3. A "truck" shall mean any motor vehicle which is classified as a truck in accordance with Section 2(c)1 above.
4. A "van" shall mean any motor vehicle which is classified as a truck in accordance with Section 2(c)1 above and which has two (2) axles.

- (d) Remedies. Violators will be subject to Board action as per Article IV, Section 5 of the By-Laws. Once the action is taken, the Board shall have the right to take any other action that is permitted by the Articles of Incorporation, the By-Laws or any Statutes or Ordinance.

Article VIII, Section 4.C21 of the By-Laws shall be amended to read as follows:

"(21) No aerial or satellite disc or dish shall be placed upon any lot or affixed to the exterior of any building, except that one digital satellite antenna shall be permitted with the prior written approval of the Architectural Committee, with the following criteria to apply: No digital satellite antenna shall be installed/mounted forward of any portion of the main residence on the lot closest to any road; the digital satellite antenna must be screened from view of any street or other residence; the diameter of the dish cannot exceed 24 inches; and the color must be aesthetically harmonious with the exterior of the residence. The placement, type of screening and color shall be as approved by the Architectural Committee.

Article II, Section 1, of the By-Laws shall be amended to read as follows:

"ARTICLE II

SECTION 1 - Membership. Each member shall represent and receive a certificate of membership in the corporation. All voting rights shall be vested in the members, and each member shall be entitled to one vote without regard for the number of lots or parcels owned by the member.

Membership shall be limited to persons who own, in fee simple, parcels of land within the Pine Tree Subdivision area. Where any property in the Subdivision is jointly owned, the owners of such property shall be entitled to one membership only and to one vote in the Association. ~~Joint-owners--shall-designate--to-the--Association-the--owner-who-shall-cast--the--vote--for--the--property.~~ If a lot is owned by one natural person, his/her right to vote shall be established by record title to the lot. If a lot is owned jointly by two or more natural persons, the lot's vote may be cast by any one of the record owners; for purposes of the reference in Article VI of the Articles of Incorporation and in this Section that there is only one membership when title to a lot is vested in more than one person, the owner who casts the vote at a meeting shall be deemed the member for that particular meeting. Votes may be cast for lots owned under a trust arrangement by any trustee. Votes may be cast by lots owned by a business-named partnership by any general partner. Votes may be cast by lots owned by a corporation by any officer of the corporation. Votes may be cast for lots owned by an estate in probate, by any personal representative of the estate."

THIRD AMENDMENT TO BYLAWS

Article IV, Section 5

Article VI, Section 1

1996

FEB-29-1996 12:37pm 96-067900
ORB 9143 Pg 119

CERTIFICATE OF ADOPTION OF AMENDMENTS

WE HEREBY CERTIFY that the amendments attached to this Certificate have been approved by the votes required by the By-Laws.

DATED this 24th day of February, 1996.

WITNESSES:

Sign: [Signature]
Print: Valerie Salata
Sign: [Signature]
Print: MATTHEW HEALEY

Sign: [Signature]
Print: Valerie Salata
Sign: [Signature]
Print: MATTHEW HEALEY

SEAL

PINE TREE COUNTRY CLUB
ESTATES, INC.

By: Sign: [Signature]
President

Print: KATHRYN SWAIM

Current Address: 4592 TURNBULL
BOYNTON BEACH, FL. 33436

By: Sign: [Signature]
Secretary

Print: REGINA M. SMITH

Current Address: 10628 ST. ANDREW
BOYNTON BEACH, FL 33436

STATE OF FLORIDA)

) SS:

COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this 24 day of FEBRUARY, 1996, before me personally appeared KATHRYN SWAIM, President and REGINA M. SMITH, Secretary, of PINE TREE COUNTRY CLUB ESTATES, INC., a Florida Corporation, who are personally known to me or who has produced PERSONAL KNOWLEDGE (if left blank, personal knowledge existed) as identification and who did not take an oath and who executed the aforesaid Certification as their free acts and deeds as such duly authorized officers; 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 Bounton Beach in the
County of Palm Beach, State of Florida, the day and year last aforesaid.

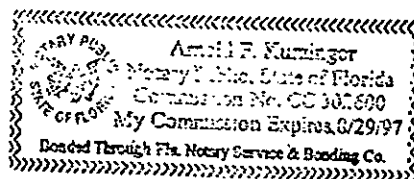
NOTARY PUBLIC:

Sign: Arnold F. Kutzinger

Print: ARNOLD F. KUTZINGER
State of Florida at Large (Seal)

My commission expires:

c:\wpdocs\pinetree\by-laws.cer



Return to: (enclose self-addressed stamped envelope)

Name

Address

ORB 9143 Pg 122
DOROTHY H. WILKEN, CLERK PB COUNTY, FL

Property Appraisers Parcel Identification (Folio) Number(s):

**AMENDMENTS TO THE RESTATED
BY-LAWS OF PINE TREE COUNTY CLUB ESTATES, INC.**

As used herein the following shall apply:

A. Words in the text which are lined through with hyphens (---) indicate deletions from the present text.

B. Words in the text which are underlined indicate additions to the present text.

1. The following shall be added to Article IV, Section 5 of the By-Laws:

***SECTION 5. Powers of the Board of Governors.**

Notwithstanding the foregoing to the contrary, the Association shall be responsible for the landscape maintenance of any Unimproved Lot which is not adjacent to an improved Lot whose Owner is the same as the Owner of the Unimproved Lot; the foregoing shall be levied as a special assessment against the Unimproved Lots and their Owners, based on the cost incurred by the Association for the particular Lots and Owners. As used in these By-Laws, the term "Unimproved Lot" means any Lot which has not yet been cleared for construction of a residence.

2. The first sentence of Article VI, Section 1 of the By-Laws shall be amended to read as follows:

***ARTICLE VI**

SECTION 1 - Assessment and Maintenance Fees. All assessments and maintenance fees shall be uniform as against all property, whether improved or unimproved, and such assessments and fees shall be on a "per lot" basis, except as follows: Each Owner and Unimproved Lot shall be subject to a special assessment as provided for in Article IV, Section 5 of the By-laws.

NOTICE: THIS AMENDMENT SHALL BE EFFECTIVE WHEN APPROVED BY THE MEMBERSHIP AND RECORDED IN THE PUBLIC RECORDS. EXCEPT AS AMENDED ABOVE, THE BY-LAWS SHALL REMAIN IN FULL FORCE AND EFFECT.

PREPARED BY:

JAY STEVEN LEVINE, ESQUIRE
LEVINE, FRANK & EDGAR, P.A.
3300 PGA BLVD., SUITE 500
PALM BEACH GARDENS, FL 33410
(407) 626-4700

EXHIBIT "1"

FOURTH AMENDMENT TO BYLAWS

Article IV, Section 5

2007



PREPARED BY/RETURN TO:
Gregory L. Scott, Esquire
Nason, Yeager, Gerson, White & Lioce, P.A.
1645 Palm Beach Lakes Boulevard
Suite 1200
West Palm Beach, Florida 33401

CFN 20070242543
OR BK 21745 PG 0966
RECORDED 05/17/2007 12:15:20
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0966 - 971; (6pgs)

CERTIFICATE OF AMENDMENT OF BYLAWS

THIS IS TO CERTIFY that:

1. The undersigned, as Secretary and President of the PINE TREE COUNTRY CLUB ESTATES, INC. (hereinafter the "Association") are the custodians of the records and minutes of that corporation.
2. The records of the aforesaid corporation reflect that proper notice of a special meeting of the Membership of the Association and of the proposed "assessments" amendment to the Bylaws to be considered at said meeting, was given to or waived by the members of said corporation.
3. The records of the corporation further reflect that at the duly called special meeting of the Association held on April 18, 2007, the required number of members approved and adopted the proposed amendment to the Bylaws of the Association.
4. The records of the corporation further reflect that the members of the Association were properly noticed and voted by written ballot and that the required number of members and the Board (51%) approved the proposed amendment.
5. The amendment adopted at said meeting is set forth on the resolution attached hereto as Exhibit "A" and by this reference made a part hereof.
6. The adoption of the aforesaid resolution appears on the Minutes of the Association and is unrevoked.
7. The Declaration amended hereby was recorded in Official Records Book 6795, at Page 768, Public Records of Palm Beach County, Florida, and subsequently amended in Official Records Book 8171, Page 1303 and subsequently amended in Official Records Book 9143, Page 119.

EXECUTED at Boynton Beach, Palm Beach County, Florida, this 4th day of May, 2007.

PINE TREE COUNTRY CLUB ESTATES, INC.

By: William R. Harris
William R. Harris
Its: President

ATTEST:

By: Robert M. Polhamus
Robert M. Polhamus
Its: Secretary

(CORPORATE SEAL)

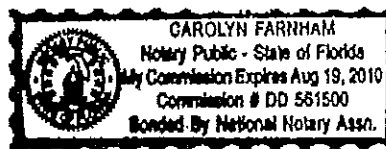
STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 9 day of May, 2007, by W. Harris and R. Polhamus, the President and Secretary, respectively, of Pine Tree Country Club Estates, Inc., a Florida corporation not for profit, on behalf of the corporation, (☒) who are personally known to me OR (☐) who produced _____ as identification.

Carolyn Farnham
Notary Signature
CAROLYN FARNHAM
Print Notary Name

NOTARY PUBLIC
State of Florida at Large

My Commission Expires:



HA5612\11993\DCertificateOfAmendmentToBylaws04-07GLS/ssm

Exhibit "A"

AMENDMENT TO THE RESTATED BYLAWS
OF PINE TREE COUNTRY CLUB ESTATES, INC.

As used herein the following shall apply:

A. Words in the text which are lined through with hyphens indicate deletions from the present text.

B. Words in the text which are underlined indicate additions to the present text.

1. The fourth paragraph of Article IV, Section 5 of the By-Laws, as heretofore amended, shall be further amended to read as follows:

The Board of Governors shall have and exercise the power of levying assessments and maintenance fees for any purpose provided in these By-Laws to a maximum of \$100.00 per lot, per annum, and the same shall become due and payable as of the date the Treasurer mails or presents statements for the same to the members of this Association. Assessment in excess of this amount (\$100.00 per lot, per annum) must be approved by a majority of the Board of Governors. However, to the extent any such additional assessment exceeds the amount of \$100.00 per lot, per annum, such excess amount of the assessment must be approved by a majority of the members of the Association. In addition to the assessments of maintenance fees herein provided for, the Board Governors shall have and exercise the power of levying further assessments, limited in amount of \$360.00 per house, per annum, as hereinafter adjusted, for the purpose of providing security protection to the improved real property within the Pine Tree Subdivision area, and Members shall be liable for such security assessment only if their real property is improved; the foregoing figure shall be adjusted by the following formula:

i—Consumer Price Index for December 31, 1993

———1—Consumer Price Index for December 31, 1994 and December 31st of each year thereafter

———(1-i) * i times \$360.00.

The Consumer Price Index as just referred to is the "Consumer Price Index—U.S. city average for all urban consumers, 1967 equals 100, All items"; the foregoing figure as adjusted may be

~~exceeded in any given year by the vote of a majority of the entire Board of Governors and a majority of the votes of the members of the Association. For purposes of such security assessment, the term "improved real property" shall include any real property within the Pine Tree Subdivision upon which any physical phase of construction has begun. Should the Association, through its Board of Governors, at any time, determine that the Security Assessments made are not sufficient to pay the expenses, the Board of Governors shall have the authority to collect from General Fund the necessary funds, which funds shall be deemed as necessary to provide security protection for all properties within the Pine Tree Country Club Estates, Inc. The judgement [sic] of the Board of Governors in the expenditure of said funds shall be final. Annual assessments shall be levied against all members owning lots in the Pine Tree Subdivision (as such lots are depicted in the unrecorded plat of Pine Tree Golf Club) for general operations of the Association (the "general assessment"), plus, for those members owning improved properties in the Subdivision, an additional amount for the Association's portion of gate access operations of the Subdivision (the "gate access assessment"). For purposes hereof, the owner of more than one lot shall be regarded as the owner of each lot or fraction of a lot owned, and the term "improved property" shall mean any property upon which a home is located and any property upon which any physical phase of construction of a home has commenced. Unless the members of the Association shall approve a higher amount, as herein provided, the maximum amount of any annual assessments shall be a base amount of \$350 for the general assessment and a base amount of \$360 for the gate access assessment, adjusted in each case based upon the increase in the Consumer Price Index-U.S. City Average for All Urban Consumers (1967=100; all items) (the "CPI"), as follows:~~

~~The general assessment base amount shall be increased by an amount equal to the product of (a) the quotient of the increase in the CPI from December 31, 2005 to the date of the assessment divided by the CPI on December 31, 2005, multiplied by (b) \$350. The gate access assessment base amount shall be increased by an amount equal to the product of (a) the quotient of the increase in the CPI from December 31, 1993 to the date of the assessment divided by the CPI on December 31, 1993, multiplied by (b) \$360.~~

~~Any annual assessment levied by the Board of Governors may, in its discretion, be less than the applicable maximum base amount hereby provided. Any annual assessment proposed by the~~

Board of Governors in excess of the applicable maximum amount hereby provided shall be subject to approval of a majority of the members of the Association present in person or by proxy at the annual meeting of the members of the Association or at a special meeting of members called for such purpose, with the budgets upon which the proposed assessment is based being submitted to the members at least thirty (30) days prior to either such meeting. The annual assessments shall become due and payable in one or more installments as determined by the Board of Governors. Statements shall be mailed to the members at their addresses as they appear on the Association's records. If a duly-made assessment is not paid within thirty (30) days after the date it becomes due, the Treasurer shall send a notice of default to the delinquent member by registered mail, return receipt requested. If payment is not received within thirty (30) days from the date of the notice of default, the Treasurer shall report the default to the Board of Governors. ~~If payment is not made by the member within thirty (30) days from the date of the report of the default to the Board of Governors, Thereafter,~~ the Board may take such legal action against the member as it deems best (including the placement of a lien against the property of the member). In collecting any delinquent payment, the Board shall collect from the member, the payment, ten percent (10%) interest on the payment from the due date, the costs of any legal action, reasonable attorneys' fees and any other costs of collection, including any late fee as provided herein.

To the extent the existing paragraph 4, as previously amended, is inconsistent with this Amendment, this Amendment shall control. In all other respects this paragraph as previously amended, shall remain in full force and effect.

AMENDMENT TO ARTICLE IV, SECTION 5 OF THE BY-LAWS

I, Robert M. Polhamus, the Secretary of Pine Tree Country Club Estates, Inc., a Florida not-for-profit corporation, do hereby certify that at a meeting of the Board of Governors of said corporation, duly called and held in Palm Beach County, Florida on the 28 day of February, 2007 at which a quorum of Governors were present and voted, the following Resolution was unanimously adopted:

RESOLVED, that an Amendment to the fourth paragraph of Article IV, Section 5 of the By-Laws is recommended for approval by the membership at a duly noticed meeting. The proposed Amendment is attached hereto as Exhibit A.

FURTHER RESOLVED, that the Board directs the President to call a special meeting as provided in the By-Laws or to list this item on the agenda of the next annual meeting, and directs the Secretary to provide notice of the special meeting or notice of the annual meeting with a copy of the proposed Amendment to each Member.

Dated this 28 day of February, 2007

Secretary
Pine Tree Country Club Estates, Inc.

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

The foregoing instrument was acknowledged before me this 15th day of March, 2007 by Robert M. Polhamus, the Secretary of Pine Tree Country Club Estates, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me..



Carolyn Farnham

NOTARY PUBLIC
State of Florida at Large

My Commission Expires: 4/19/2010

FIFTH AMENDMENT TO BYLAWS

Article IV, Section 5

2012



PREPARED BY/RETURN TO:
Gregory L. Scott, Esquire
Nason, Yeager, Gerson, White & Lioce, P.A.
1645 Palm Beach Lakes Boulevard
Suite 1200
West Palm Beach, Florida 33401

CFN 20120204148
OR BK 25220 PG 0339
RECORDED 05/23/2012 13:58:27
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0339 - 343; (5pgs)

CERTIFICATE OF AMENDMENT OF BY-LAWS

THIS IS TO CERTIFY that:

1. The undersigned, as Secretary and President of the PINE TREE COUNTRY CLUB ESTATES, INC. (hereinafter the "Association") are the custodians of the records and minutes of that corporation.
2. The records of the aforesaid corporation reflect that proper notice of the annual meeting of the Membership of the Association and of the proposed "mortgagee" amendment to the By-Laws to be considered at said meeting, was given to or waived by the members of said corporation.
3. The records of the corporation further reflect that at the duly called annual meeting of the Association held on May 16, 2012, the required number of members approved and adopted the proposed amendment to the By-Laws of the Association.
4. The records of the corporation further reflect that the members of the Association were properly noticed and voted by written ballot and that the required number of members and the Board (51%) approved the proposed amendment.
5. The amendment adopted at said meeting is set forth in the resolution attached hereto as Exhibit "A" and by this reference made a part hereof.
6. The adoption of the aforesaid resolution appears on the Minutes of the Association and is unrevoked.

7. The By-Laws amended hereby were recorded in Official Records Book 6795, at Page 768, Public Records of Palm Beach County, Florida, and subsequently amended in Official Records Book 8171, Page 1303, subsequently amended in Official Records Book 8672, Page 2, subsequently amended in Official Records Book 9143, Page 119 and subsequently amended in Official Records Book 21745, Page 966 and with a Notice of Preservation recorded in Official Records Book 23272, Page 1064.

EXECUTED at Boynton Beach, Palm Beach County, Florida, this 16th day of May, 2012.

PINE TREE COUNTRY CLUB ESTATES, INC.

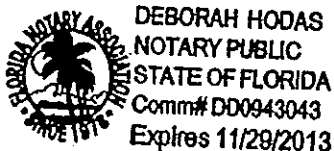
ATTEST:

By: William Michaels
William Michaels
Its: President

By: Mark Greenberg
Mark Greenberg
Its: Secretary

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

The foregoing instrument was acknowledged before me this 16 day of May, 2012, by William Michaels and Mark Greenberg, the President and Secretary, respectively, of Pine Tree Country Club Estates, Inc., a Florida corporation not for profit, on behalf of the corporation, (☒) who are personally known to me OR () who produced _____ as identification.



Deborah Hodas
Notary Signature
DEBORAH HODAS
Print Notary Name

NOTARY PUBLIC
State of Florida at Large

My Commission Expires:

Exhibit "A"

AMENDMENT TO THE RESTATED BY-LAWS
OF PINE TREE COUNTRY CLUB ESTATES, INC.

As used herein the following shall apply:

A. Words in the text which are ~~lined through with hyphens~~ indicate deletions from the present text.

B. Words in the text which are underlined indicate additions to the present text.

* * * * *

1. The fourth paragraph of Article IV, Section 5 of the By-Laws, as heretofore amended, shall be further amended to read as follows:

The Board of Governors shall have and exercise the power of levying assessments and maintenance fees for any purpose provided in these By-Laws. Annual assessments shall be levied against all members owning lots in the Pine Tree Subdivision (as such lots are depicted in the unrecorded plat of Pine Tree Golf Club) for general operations of the Association (the "general assessment"), plus, for those members owning improved properties in the Subdivision, an additional amount for the Association's portion of gate access operations of the Subdivision (the "gate access assessment"). For purposes hereof, the owner of more than one lot shall be regarded as the owner of each lot or fraction of a lot owned, and the term "improved property" shall mean any property upon which a home is located and any property upon which any physical phase of construction of a home has commenced. Unless the members of the Association shall approve a higher amount, as herein provided, the maximum amount of any annual assessments shall be a base amount of \$350 for the general assessment and a base amount of \$360 for the gate access assessment, adjusted in each case based upon the increase in the Consumer Price Index-U.S. City Average for All Urban Consumers (1967=100; all items] (the "CPI"), as follows:

The general assessment base amount shall be increased by an amount equal to the produce of (a) the quotient of the increase in the CPI from December 31, 2005 to the date of the assessment divided by the CPI on December 31, 2005, multiplied by (b) \$350. The gate access assessment base amount shall be increased by an

amount equal to the product of (a) the quotient of the increase in the CPI from December 31, 1993 to the date of the assessment divided by the CPI on December 31, 1993, multiplied by (b) \$360.

Any annual assessment levied by the Board of Governors may, in its discretion, be less than the applicable maximum base amount hereby provided. Any annual assessment proposed by the Board of Governors in excess of the applicable maximum amount hereby provided shall be subject to approval of a majority of the members of the Association present in person or by proxy at the annual meeting of the members of the Association or at a special meeting of members called for such purpose, with the budgets upon which the proposed assessment is based being submitted to the members at least thirty (30) days prior to either such meeting. The annual assessments shall become due and payable in one or more installments as determined by the Board of Directors. Statements shall be mailed to the members at their addresses as they appear on the Association's records. If a duly-made assessment is not paid within thirty (30) days after the date it becomes due, the Treasurer shall send a notice of default to the delinquent member by registered mail, return receipt requested. If payment is not received within thirty (30) days from the date of the notice of default, the Treasurer shall report the default to the Board of Governors. Thereafter, the Board may take such legal action against the member as it deems best (including the placement of a lien against the property of the member). In collecting any delinquent payment, the Board shall collect from the member, the payment, ten percent (10%) interest on the payment from the due date, the costs of any legal action, reasonable attorneys' fees and any other costs of collection, including any late fee as provided herein. Also to the extent that the portion of Florida Statute 720.3085 related to first mortgagee liability for payment of delinquent assessments of prior owner may not already apply to properties governed by these By-Laws, the provisions of that statutory section are hereby incorporated, including any amendments to that statutory section which may hereafter occur.

To the extent the existing paragraph 4, as previously amended, is inconsistent with this Amendment, this Amendment shall control. In all other respects this paragraph as previously amended, shall remain in full force and effect.