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EXHIBIT C

TO

DECLARATION OF COVENANTS AND RESTRICTIONS
AND PARTY FACILITIES

OF IRONWEDGE

BY-LAWS

OF

IRONWEDGE PROPERTY OWNERS ASSOCIATION, INC.

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OSBORNE AND HANKINS, ATTORNEYS, 855 SOUTH FEDERAL HIGHWAY, BOCA RATON, FLORIDA 33432

BY-LAWS

OF

IRONWEDGE PROPERTY OWNERS ASSOCIATION, INC.

A Corporation Not-for-Profit Under
the Laws of the State of Florida

1. IDENTITY

These are the By-Laws of the IRONWEDGE PROPERTY OWNERS ASSOCIATION, INC., a Corporation Not-for-Profit under the laws of the State of Florida (hereinafter the "Association"), the Articles of Incorporation of which were filed in the office of the Secretary of State of the State of Florida on the 10TH day of JANUARY, 1979. The Association has been organized for the purpose of holding title in fee simple to and administering the operation and management of all of the lots and common areas of the subdivision known as IRONWEDGE and all of the recreation and community facilities located upon said lands. The Association will administer the operation and management of said lots and common areas and recreation and community facilities pursuant to these By-Laws, the Declaration of Covenants and Restrictions and Party Facilities of IRONWEDGE, and according to the scheme of development as set forth upon the aforementioned Plat.

1.1 Office

The office of the Association shall be at 22852 Ironwedge Drive, Boca Raton, Florida 33433, or at such other place or places as the Board of Directors may determine from time to time.

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1.2 Fiscal Year

The fiscal year shall be the calendar year.

1.3 Seal

The seal of the Association shall have inscribed thereon the name of the Association, the year of its organization and the words "Corporation Not-for-Profit". Said seal may be used by causing it, or a facsimile thereof, to be impressed, affixed or otherwise reproduced upon any instrument or document executed in the name of the Association.

2. MEMBERSHIP AND MEMBERS' MEETINGS

2.1 Qualification

The membership of the Association shall consist of all those persons entitled to membership as provided in the Declaration of Covenants and Restrictions and Party Facilities of IRONWEDGE.

2.2 Change of Membership

After receiving approval of the Association, as elsewhere required, change of membership in the Association shall be established by recording in the Public Records of Palm Beach County, Florida, a deed or other instrument establishing a record title to a Dwelling Unit in the subdivision of IRONWEDGE and delivery to the Association of a certified copy of such instrument, the grantee in such instrument thereby immediately becoming a member of the Association in the place and stead of the prior owner. The membership of a prior owner shall thereby be simultaneously terminated.

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2.3 Annual Members' Meeting

The annual members' meeting shall be held at the office of the Association at 7:30 p.m. Eastern Standard Time on the first Friday in November of each year for the purpose of electing directors and transacting any other business; provided that if the date for the first annual meeting of members subsequent to relinquishment of control by Developer is less than six (6) months after the first election of directors by the membership of the Association, the first annual meeting shall not be held, and the directors first elected by the membership of the Association shall serve until the date for the next following annual meeting.

2.4 Special Members' Meetings

Special members' meetings shall be held at the office of the Association whenever called by the President, Vice President or a majority of the Board of Directors and/or by the members entitled to cast one-third (1/3) of the votes of the entire membership. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting.

2.5 Notice of Meetings

Notice of all members' meetings stating the time and place and the object for which the meeting is called shall be given by the President, Vice President or Secretary, unless waived in writing. Such notice shall be written or printed and shall state the time, place and object for which the meeting is called. Such notice shall be given to each member not less than ten (10) days, nor more than sixty (60) days prior to the date set for such meeting, which notice shall be mailed or presented personally to each member within said time.

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If presented personally, receipt for such notice shall be signed by the member, indicating the date on which such notice was received by him. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, addressed to the member at the last post office address as said member's address appears on the records of the Association and the postage thereon prepaid. Proof of such mailing shall be given by the affidavit of the person giving the notice. Any member may, by written notice signed by such member, waive such notice, and such waiver when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member.

2.6 Quorum

A quorum at members' meetings shall consist of the presence in person or by proxy of a majority of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except where approval by a greater number of members is required by the Declaration of Covenants and Restrictions and Party Facilities of IRONWEDGE, the Articles of Incorporation or these By-Laws.

2.7 Voting

In any meeting of members, the owners of lots shall be entitled to cast one (1) vote for each Dwelling Unit so owned, provided that if a Dwelling Unit is owned by one (1) person, his right to vote shall be established by the roster of Dwelling Unit Owners kept by the Secretary of the Association. If a Dwelling Unit is owned by more than one (1) person, or is under lease, the person entitled to cast the vote for the Dwelling Unit

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for the Dwelling Unit shall be designated by a certificate signed by all of the record owners of the Dwelling Units according to the roster of Dwelling Unit Owners and filed with the Secretary of the Association. If a Dwelling Unit is owned by a corporation, the person entitled to case the vote for the corporation shall be designated by a certificate signed by the president or vice president and attested by the secretary or assistant secretary of the corporation and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Dwelling Unit concerned takes place, and in the event that such change of ownership transpires, such change of ownership shall be evidenced by the recording of the deed transferring title to the subject Dwelling Unit in the Public Records of Palm Beach County, Florida. A certificate designating the person entitled to cast the vote of a Dwelling Unit may be revoked by any owner thereof. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum or for any other purpose.

2.8 Proxies

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

2.9 Adjourned Meetings

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

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Filed, Recorded & Verified
Palm Beach County, Florida
Joseph Abruzzo
Clerk of Circuit Court

2.10 Presiding Officer

At meetings of the membership, the President shall preside, or in his absence, the Vice President shall preside, or in the absence of both, the membership shall select a chairman.

2.11 Order of Business

The order of business at annual members' meetings shall be:

2.11.1 Determination of chairman of the meeting;

2.11.2 Calling of the roll and certifying of proxies;

2.11.3 Proof of notice of meeting or waiver of notice;

2.11.4 Reading and disposal of any unapproved minutes;

2.11.5 Reports of officers;

2.11.6 Reports of Committees;

2.11.7 Election of inspectors of election;

2.11.8 Election of directors;

2.11.9 Unfinished business;

2.11.10 New business; and

2.11.11 Adjournment.

2.12 Proviso

Provided, however, that until the Developer of the subdivision has completed all of the contemplated improvements and closed sales of all of the Dwelling Units of said subdivision, or until Developer elects to terminate its control of the Association, whichever shall first occur, the proceedings of all meetings of members of the Association shall have no effect unless expressly approved in writing by the Board of Directors.

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3. DIRECTORS

3.1 Membership

The affairs of the Association shall be managed by a Board of Directors and the number of directors shall be determined as follows:

3.1.1 Three (3) directors initially, which number shall remain the same until the Developer relinquishes control as hereinafter provided for, and the first election for members of the Board of Directors is held.

3.1.2 Five (5) directors to be elected at the first election of directors.

3.1.3 The number of directors shall remain at five (5) unless said number shall be changed by a vote of the Association membership at a meeting to be held at least six (6) months prior to the time for the election of the Board of Directors.

3.2 Election of Directors.

Election of directors shall be conducted in the following manner:

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

3.2.2 A nominating committee of five (5) members shall be appointed by the Board of Directors not less than thirty (30) days prior to the annual members' meeting. The committee shall nominate one (1) person for each director then serving or to serve as may be adjusted by a vote of the membership as hereinabove provided for. Other nominations may be made from the floor.

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

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

3.2.5 Any director may be removed by concurrence of two-thirds (2/3) of the votes of the entire membership, at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.

3.2.6 Provided, however, that until the Developer of the subdivision has completed all of the contemplated improvements and closed the sales of all of the Dwelling Units in the subdivision, or until the Developer elects to terminate its control of the Association, whichever event shall first occur, the first directors of the Association shall serve, and in the event of vacancies, the remaining directors shall fill the vacancies. If there are no remaining directors, the vacancies shall be filled by the Developer.

3.3 Term

The term of each director's service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

3.4 Organizational Meeting

The organizational meeting of a newly-elected Board of Directors shall be held within ten (10) days after their election at such place and

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time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

3.5 Regular Meetings

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

3.6 Special Meetings

Special meetings of the directors may be called by the President and must be called by the Secretary at the written request of one-third (1/3) of the directors. No less than three (3) days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

3.7 Waiver of Notice

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

3.8 Quorum

A quorum at directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except where approval by a greater number of directors is required by the Declaration of Covenants and Restrictions and Party Facilities of IRONWEDGE, the Articles of Incorporation or these By-Laws.

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3.9 Adjourned Meetings

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

3.10 Joinder in Meeting by Approval of Minutes

The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such director for the purpose of determining a quorum.

3.11 Presiding Officer

The presiding officer of directors' meetings shall be the Chairman of the Board if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer, the directors present shall designate one of their number to preside.

3.12 Order of Business

The order of business at directors' meetings shall be:

3.12.1 Calling of roll;

3.12.2 Proof of due notice of meeting;

3.12.3 Reading and disposal of any unapproved minutes;

3.12.4 Reports of officers and committees;

3.12.5 Election of officers;

3.12.6 Unfinished business; and

3.12.7 Adjournment.

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3.13 Directors' Fees

Directors' fees, if any, shall be determined by the members.

4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

4.1 General

All of the powers and duties of the Association existing under the Declaration of Covenants and Restrictions and Party Facilities of IRONWEDGE, the Articles of Incorporation and these By-Laws, shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Dwelling Unit Owners when such approval is specifically required. Such powers and duties of the directors shall include, but not be limited to, the following; subject, however, to the provisions of the Declaration of Covenants and Restrictions and Party Facilities of IRONWEDGE, the Articles of Incorporation and these ByLaws:

4.1.1 To purchase insurance upon the Dwelling Units of the members of the Association and the common areas and common property of the Association, which shall include, but not be limited to, furniture, office equipment and recreational facilities and workmens' compensation insurance as required by the laws of the State of Florida and to purchase additional insurance, which the Association in its discretion deems advisable, for the protection of the Association and its members.

4.1.2 To make and collect assessments, including specific unit assessments as provided in the Declaration of Covenants and Restrictions and Party Facilities of IRONWEDGE, against members of the Association to defray the costs, expenses and losses of the subdivision and the Association.

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4.1.3 To contract for the management of the common areas and any recreational and community facilities and to delegate to the contractor all powers and duties of the Association, except such as are specifically required by the Declaration of Covenants and Restrictions and Party Facilities of IRONWEDGE or these By-Laws to have approval by the Board of Directors or the members of the Association.

4.1.4 To acquire and enter into agreements whereby it acquires leaseholds, memberships and other possessory or use interests in lands or facilities, whether or not contiguous to the lands of the subdivision, intended to provide for the enjoyment, recreation or other use and benefit of the Dwelling Unit Owners, and to declare expenses in connection therewith to be common expenses.

4.1.5 To pay all costs of electric power, gas, water, sewer and other utility services rendered to the subdivision and not billed to the owners of the Dwelling Units.

4.1.6 To enforce by legal means, the provisions of the Articles of Incorporation, these By-Laws and the Declaration of Covenants and Restrictions and Party Facilities of IRONWEDGE and the rules and regulations hereinafter promulgated, governing the use of the common areas and recreational and community facilities.

4.2 Rules and Regulations

The Board of Directors shall adopt such rules and regulations relative to the common areas and recreation and community facilities as they shall deem necessary and proper from time to time; provided, however,

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that the Developer reserves the right to establish such rules and regulations until such time as the Developer terminates its control of the Association.

4.3 Leases and Contracts

The undertakings, leases and contracts authorized by the initial Board of Directors shall be binding upon the Association in the same manner and with the same effect as though such undertakings, leases and contracts had been authorized by the first Board of Directors, duly elected by the membership after the Developer has relinquished control of the Association; notwithstanding the fact that members of the initial Board of Directors may be directors or officers of, or otherwise associated with, the Developer or other entities doing business with the Association.

5. OFFICERS

5.1 Executive Officers

The executive officers of the corporation shall be a President, who shall be a director; a Vice President, who shall be a director; a Treasurer, a Secretary and an Assistant Secretary, all of whom shall be elected annually by the Board of Directors and who may be preemptorily removed by vote of the directors at any meeting by concurrence of a majority of all of the directors. Any person may hold two (2) or more offices. The Board of Directors shall, from time to time, elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

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5.1.1 President

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

5.1.2 Vice President

The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also assist the President generally and exercise such other powers and perform such other duties as shall be prescribed by the directors.

5.1.3 Secretary

The Secretary shall keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly executed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the directors or the President. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

5.1.4 Treasurer

The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness.

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He shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. He shall submit a Treasurers report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of Treasurer.

5.2 Compensation

The compensation of all officers and employees of the Association shall be fixed by the directors. The provision that directors' fees shall be determined by the members shall not preclude the Board of Directors from employing a director as an employee of the Association, nor preclude the contracting with a director for the management of the common areas and recreation and community facilities.

6. FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Declaration of Covenants and Restrictions and Party Facilities of IRONWEDGE and the Articles of Incorporation shall be supplemented by the following provisions:

6.1 Accounts

The receipts and expenditures of the Association shall be credited and charged to accounts which shall include, but not be limited to, the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

6.1.1 Current Expenses

Current expenses, shall include all receipts and expenditures to be made within the year for which the budget is made, including

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a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserve or to betterments. The balance in this fund at the end of the year shall be applied to reduce the assessments for current expenses for the succeeding year.

6.1.2 Reserve for Deferred Maintenance

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

6.1.3 Reserve for Replacement

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

6.1.4 Betterments

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

6.2 Transfer of Funds

The Board of Directors, upon a two-thirds (2/3) vote of its membership, shall have the authority, during a budget year, to transfer funds which, in its discretion, it deems unnecessary to hold for the purpose of a particular account, to and for the use of another purpose in another account.

6.3 Budget

The Board of Directors shall adopt a budget for each calendar year which shall include the estimated funds required to defray the common expenses and to provide and maintain funds for accounts and reserves, including, but not limited to, the following, according to good accounting practices:

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6.3.1 Current Expense

Current expense shall include all funds and expenditures to be made within the year for which the funds are budgeted and may include a reasonable allowance for contingencies and working funds. The balance in this fund at the end of the year shall be applied to reduce the assessments for current expenses for the succeeding year or to fund reserves.

6.3.2 Reserve for Deferred Maintenance

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

6.3.3 Reserve for Replacement

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

6.3.4 Betterments

Betterments shall include the funds to be used for capital expenditures for additional improvements or additional personal property which will be part of the common area, the amount for which shall not exceed the sum of FIVE THOUSAND DOLLARS ($5,000.00); provided, however, that in the expenditure of this fund, no sum in excess of TWO THOUSAND DOLLARS ($2,000.00) shall be expended for a single item or purpose unless such betterment has been approved by the members of the Association, in the manner required by the Declaration of Covenants and Restrictions and Party Facilities of IRONWEDGE.

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6.3.5 Budget Increases

Provided, however, that the amount for each budgeted item may be increased over the foregoing limitations when approved by Dwelling Unit Owners entitled to cast no less than seventy-five percent (75%) of the votes of the entire membership of the Association.

6.3.6 Developer Not Subject to Assessment

It is further provided that until the Developer of the subdivision, its successors and/or assigns, as same as contemplated by Paragraph 1.8 of the Declaration of Covenants and Restrictions and Party Facilities of IRONWEDGE, has completed all of the contemplated improvements and closed the sales of all Dwelling Units in the subdivision, or until the Developer, its successors and/or assigns, as contemplated by said Paragraph 1.8, elects to terminate its control of the subdivision, whichever shall first occur, the Developer, its successors and/or assigns, as same are contemplated by the aforementioned Paragraph 1.8, and the Dwelling Units owned by it shall not be subject to assessment as provided for in the Declaration of Covenants and Restrictions and Party Facilities of IRONWEDGE, but instead shall be assessed and caused to pay the Association, in lieu thereof, a sum equal to the actual amount of the operating expenditures for each calendar year, less an amount equal to the total assessments made by the Association against owners of Dwelling Units other than the Developer. The initial obligation of the Dwelling Unit Owners other than the Developer, until modified by action of the Association, shall be stated in their purchase agreements.

6.3.7 Copies

Copies of the budget and proposed assessments shall be transmitted to each member on or before the first day of December

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preceding the year for which the budget is made. If the budget is subsequently amended, a copy of the amended budget shall be furnished to each member. Delivery of a copy of any budget or amended budget to each member shall not affect the liability of any member for any such assessment; neither shall delivery of a copy of such budget or amended budget be considered as a condition precedent to the effectiveness of said budget, and assessments levied pursuant thereto, and nothing herein contained shall be construed as restricting the right of the Board of Directors, at any time, in its sole discretion, to levy additional assessments in the event that the budget originally adopted shall appear to be insufficient to pay costs and expenses of operation and management, or in the event of emergencies.

6.4 Assessments for Common Expenses

Assessments against the Dwelling Unit Owners for their share of the common expenses shall be made for the calendar year annually in advance, on or before the 20th day of December preceding the year for which the assessments are made. Such assessments shall be due in twelve (12) equal monthly installments, on the first day of January and on the first day of each month thereafter of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment, and monthly installments thereon shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments therefor may be amended at any time by the Board of Directors. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment

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is made shall be due and payable in equal monthly installments for the full months remaining in the assessment year.

6.5 Assessments for Charges

Charges or special assessments by the Association, should such be required by the Board of Directors, shall be levied in the same manner as hereinbefore provided for regular assessments and shall be payable in the manner determined by the Board of Directors.

6.6 Acceleration of Assessment Installments Due Upon Default

If a Dwelling Unit Owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice thereof to the lot owner and thereupon, the unpaid balance of the assessment shall come due upon the date stated in the notice, but not less than ten (10) days after delivery thereof to the Dwelling Unit Owner, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

6.7 Assessments for Emergencies

Assessments for common expenses for emergencies that cannot be paid from the annual assessments for common expenses shall be due only after fifteen (15) days notice to the Dwelling Unit Owners concerned and shall be paid in such manner as the Board of Directors of the Association may require in the notice of assessment.

6.8 Depository

The depository of the Association shall be such bank or banks as shall be designated from time to time by the directors and in which

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the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the directors.

6.9 Audit

An audit of the accounts of the Association shall be made annually by a certified public accountant and a copy of the audit report shall be furnished to each member not later than April 1st of the year following the year for which the audit is made.

6.10 Fidelity Bonds

Fidelity bonds shall be required by the Board of Directors from all persons handling or responsible for Association funds. The amount of such bonds and the sureties shall be determined by the directors. The premiums on such bonds shall be paid by the Association as a common expense.

6.11 Termination of Membership

The termination of membership in the Association by transfer of deed or otherwise, shall not relieve or release any such former owner or a member from a liability or obligation incurred under or in any way connected with the subdivision during the period of such ownership and membership, or impair any rights or remedies which the Association may have against such former owner and member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

7. RULES AND REGULATIONS

As to common areas, the Board of Directors may, from time to time, adopt or amend previously adopted administrative rules and regulations

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governing the details of the operation, use, maintenance, management and control of the common areas of the subdivision and any facilities or services made available to the Dwelling Unit Owners. The Board of Directors shall, from time to time, post in a conspicuous place on the subdivision properties, a copy of the rules and regulations adopted from time to time by the Board of Directors. In addition, the Board of Directors may, from time to time, adopt or amend previously adopted rules and regulations governing and restricting the use and maintenance of the Dwelling Units within the subdivision; provided, however, that copies of such rules and regulations are furnished to each Dwelling Unit Owner effected thereby, prior to the time same become effective, and where applicable or desirable, copies thereof shall be posted in a conspicuous place on the subdivision property. The initial rules and regulations shall be set forth upon Exhibit A, attached hereto and made a part hereof.

8. REGISTERS

8.1 Register of Members

The Secretary of the Association shall maintain a register in the Association office showing the names and addresses of members. It shall be the obligation of the individual members to advise the Secretary of the Association of any change of address and ownership as otherwise provided. The Association, for purposes of notification, shall have the right to rely on the last given address of each of the members.

8.2 Application for Transfer

Any application for the transfer of a membership or for a conveyance of interest in a Dwelling Unit or a lease of a Dwelling Unit shall

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be accompanied by an application fee in the amount of THIRTY-FIVE DOLLARS ($35.00) to cover the cost of contacting the references given by the applicant and such other costs of investigation that may be incurred by the Board of Directors. The Board of Directors shall have the right to increase or decrease the application fee.

8.8 Register of Pledged or Mortgaged Dwelling Units

The Association shall maintain a suitable register for the recording of pledged or mortgaged Dwelling Units. Any pledgee or mortgagee of a Dwelling Unit may, but is not obligated to, notify the Association in writing of the pledge or mortgage. In the event that a notice of default is given to any member under an application provision of these ByLaws, the Articles of Incorporation or the Declaration of Covenants and Restrictions and Party Facilities of IRONWEDGE, a copy of such notice shall be mailed to the registered pledgee or mortgagee.

9. AMENDMENTS

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

9.1 Notice

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

9.2 Resolution

A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in

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writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be by either:

9.2.1 Not less than seventy-five percent (75%) of the entire membership of the Board of Directors and by not less than seventy-five percent (75%) of the votes of the entire membership of the Association; or

9.2.2 By not less than eighty percent (80%) of the votes of the entire membership of the Association; or

9.2.3 By all of the directors, until the first election of directors.

9.3 Proviso

Provided, however, that no amendment shall discriminate against any Dwelling Unit Owner or against any Dwelling Unit or class or group of Dwelling Units, unless the Dwelling Unit Owners so affected shall consent. No amendment shall be made which is in conflict with the Articles of Incorporation or the Declaration of Covenants and Restrictions and Party Facilities of IRONWEDGE.

9.4 Execution and Recording

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

PALM BEACH OFF REC 2991 PAGE 1851

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9.5 Developer

Notwithstanding the foregoing provisions of this Article, no amendment to these By-Laws may be adopted or become effective prior to the relinquishment of control of the Association by the Developer, without the prior written consent of the Developer.

10. PARLIAMENTARY RULES

Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Declaration of Covenants and Restrictions and Party Facilities of IRONWEDGE, the Articles of Incorporation or these By-Laws.

11. REAL PROPERTY TAXES

The real property taxes assessed on each Dwelling Unit, including any improvements thereon, shall be a separate expense of the individual Dwelling Unit Owner. The property taxes assessed on the lands comprising the common areas, including any improvements thereon, however, shall constitute a common expense to be paid in the manner set forth above.

12. MISCELLANEOUS

12.1 Whenever the context so permits, the use of the singular shall include the plural and the plural shall include the singular, and the use of any gender shall include all genders.

12.2 Should any of the covenants herein imposed be void or become unenforceable at law or in equity, the remaining provisions of the instrument shall, nevertheless, be and remain in full force and effects.

PALM BEACH REC 2991 PAGE 1852

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12.3 If any irreconcilable conflict should exist or hereafter arise, with respect to the interpretation of these By-Laws and the provisions of the Declaration of Covenants and Restrictions and Party Facilities of IRONWEDGE, the Declaration of Covenants and Restrictions and Party Facilities of IRONWEDGE shall govern.

12.4 Corporation and Association are used synonymously herein.

The foregoing was adopted as the By-Laws of the IRONWEDGE PROPERTY OWNERS ASSOCIATION, INC., a Corporation Not-for-Profit under the laws of the State of Florida, at the first meeting of the Board of Directors on the 10th day of January, 1979.

Nicki Guest, Secretary

(Corporate Seal)

APPROVED:

Nicki Guest, President

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PALM BEACH OFF REC 2931 Pg 1853

IRONWEDGE
(IRONWEDGE PROPERTY OWNERS' ASSOCIATION, INC.)

PROJECTED OPERATING BUDGET 1978 - 1979

	Monthly	Annually
Estimated Revenue:		
Monthly Maintenance Fees ($70.00) per month per unit for 127 units:	$8,890.00	$106,680.00
TOTAL ESTIMATED REVENUE:	$8,890.00	$106,680.00
Estimated Disbursements:		
Administrative Expenses:	$ 100.00	$ 1,200.00
Taxes on Common Areas (including City Garbage Pickup):	$ 835.00	$ 10,020.00
Utilities:		
Electric:	$ 455.00	$ 5,460.00
Water and Sewer (Common Area):	$1,000.00	$ 12,000.00
Janitorial Services (including Taxes and Insurance):	$ 160.00	$ 1,920.00
Janitorial Supplies (Expendables):	$ 10.00	$ 120.00
Lawn Maintenance:	$2,000.00	$ 24,000.00
Miscellaneous Expenses (including Pest Control):	$ 250.00	$ 3,000.00
Swimming Pool:		
Maintenance:	$ 200.00	$ 2,400.00
Supplies:	$ 175.00	$ 2,100.00
Insurance (Public Liability):	$2,616.00	$ 31,400.00
TOTAL ESTIMATED DISBURSEMENTS:	$7,801.00	$ 93,620.00

NOTE

This budget is estimated only for the year commencing with the recordation of the Declaration of Covenants and Restrictions and Party Facilities of IRONWEDGE; it must be recognized that the expenses are subject to change, and that taxes are estimated only.

PALM OFF
COACH RD 2991 PAGE 1854

Record Verified
Palm Beach County, Fla
John B. Dunkle
Clerk Circuit Court

OSBORNE AND HANKINS, ATTORNEYS, 855 SOUTH FEDERAL HIGHWAY, BOCA RATON, FLORIDA 33432

This is a Certified Copy

This instrument was prepared by:
ROBERT I. MacLAREN, II
Attorney At Law
855 South Federal Highway
Boca Raton, Florida 33432

SUPPLEMENTARY DECLARATION OF
COVENANTS AND RESTRICTIONS
AND PARTY FACILITIES

OF
IRONWEDGE

THIS SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS AND PARTY FACILITIES made this 8th day of May, 1979, by ALPHA CONSTRUCTION, INC., a Florida corporation, hereinafter referred to as DECLARANT.

WITNESSETH:

WHEREAS, the DECLARANT, on the date hereof, is the owner of certain real property located in Palm Beach County, Florida, more particularly described as follows:

Tract 71, Boca Del Mar No. 7, according to the Plat thereof, recorded in Plat Book 30 at Page 210 of the Public Records of Palm Beach County, Florida

WHEREAS, the DECLARANT has previously submitted a portion of the above-described real property to that Declaration of Covenants and Restrictions and Party Facilities of Ironwedge, dated January 10, 1979, recorded January 15, 1979, in Official Records Book 2991 at Page 1776 of the Public Records of Palm Beach County, Florida; and

WHEREAS, DECLARANT desires to bring within the scheme of the Declaration of Covenants and Restrictions and Party Facilities of Ironwedge and extend the scheme of the Declaration of Covenants and Restrictions and Party Facilities of Ironwedge to the following described real property:

Plat of Ironwedge Section 2, according to the Plat thereof, recorded in Plat Book 37 at Page 43 of the Public Records of Palm Beach County, Florida

and by the execution hereof, shall do so.

NOW, THEREFORE, DECLARANT makes the following declarations:

1. The above recitals are true and correct.

2. NOW, THEREFORE, DECLARANT hereby declares that all of the following described real property:

Plat of Ironwedge Section 2, according to the Plat thereof, recorded in Plat Book 37 at Page 43 of the Public Records of Palm Beach County, Florida

shall be held, sold, conveyed, leased, mortgaged and otherwise dealt with subject to the Declaration of Protective Covenants and Restrictions and Party Facilities Agreement for Ironwedge, dated January 10, 1979, recorded January 15, 1979, in Official Records Book 2991 at Page 1776 of the Public Records of Palm Beach County, Florida. The terms and provisions thereof shall run with the real property and shall be binding upon all the parties having and/or acquiring any right, title or interest in the subject real property or any part thereof, and shall inure to the benefit of each and every person or entity, from time to time, owning or holding an interest in the subject real property.

79 079084
1979 MAY -9 PM 3:53

760

RETURN TO:
OSBORNE & HANKINS
ATTORNEYS AT LAW
POST OFFICE DRAWER 40
855 SOUTH FEDERAL HIGHWAY
BOCA RATON, FLORIDA 33432

OFF REC 3056 PG 1368

OSBORNE AND HANKINS, ATTORNEYS, 855 SOUTH FEDERAL HIGHWAY, BOCA RATON, FLORIDA 33432

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3. Henceforth, the term "Subdivision" as set forth in Article 1.18 of the Declaration of Covenants and Restrictions and Party Facilities of Ironwedge shall be defined as all lands comprising:

A. The Plat of Ironwedge, according to the Plat thereof as recorded in Plat Book 35 at Page 89 of the Public Records of Palm Beach County, Florida.

B. Plat of Ironwedge Section 2, according to the Plat thereof, recorded in Plat Book 37 at Page 43 of the Public Records of Palm Beach County, Florida.

4. Except as specifically modified herein, the terms and provisions of the Declaration of Covenants and Restrictions and Party Facilities of Ironwedge remain in full force and effect and are hereby specifically confirmed and ratified.

IN WITNESS WHEREOF, the undersigned, being the DECLARANT herein, has hereunto set its hand and seal this 8th day of MAY, 1979.

WITNESSES:

ALPHA CONSTRUCTION, INC., a Florida corporation

By: N. PIERRE GENEST, President

Attest: N. PIERRE GENEST, Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE Me, a Notary Public in and for the State and County aforesaid, personally appeared N. PIERRE GENEST, President and Secretary of ALPHA CONSTRUCTION, INC., a Florida corporation, and known to me to be the person named in the foregoing Supplementary Declaration of Covenants and Restrictions and Party Facilities of Ironwedge, and he acknowledged that he executed the same for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the 8th day of May, 1979.

Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE

This is not a Certified Copy

Record Verified
Palm Beach County, Fla.
John B. Dunkle
Clerk Circuit Court

83 014126
1983 JAN 25 PM 4:54
B3868 P1489

This instrument was prepared by:
JA[illegible]
At[illegible]
P O [illegible]
Boca Raton, Florida 33432

This is not a certified copy

CERTIFICATION OF AMENDMENT TO

THE BY-LAWS OF IRONWEDGE PROPERTY OWNERS

ASSOCIATION, INC.

In accordance with Paragraph 4 of Article VIII of the Articles of Incorporation of Ironwedge Property Owners Association, Inc. and Paragraph 9.4 of the By-Laws of Ironwedge Property Owners Association, Inc., hereby certify that the attached Resolution was duly adopted by the Board of Directors as an Amendment to the By-Laws of Ironwedge Property Owners Association, Inc.

DATED this 2 day of DECEMBER, 1982.

WITNESSES:

IRONWEDGE PROPERTY OWNERS ASSOCIATION, INC.

By: _____
N. Pierre Genest, President/
Secretary/Treasurer

Attest: _____
Andre C. Hamel, Vice President

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 acknowledgements, personally appeared N. Pierre Genest and Andre C. Hamel, President/Secretary/Treasurer and Vice President, respectively, of IRONWEDGE PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation, who executed the foregoing instrument and they duly acknowledge before me that acting under due corporate authority they executed the same and impressed the corporate seal for the purposes therein expressed as the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 2 day of DECEMBER, 1982.

_____
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires [illegible]

WILL CALL

OSBORNE & [illegible]
POST OF[illegible]
BOCA RATON, [illegible]

OSBORNE AND HANKINS ATTORNEYS 1000 SOUTH FEDERAL HIGHWAY, BOCA RATON, FLORIDA 33432

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RESOLUTION ADOPTING THE FIRST

AMENDMENT TO THE BY-LAWS

OF IRONWEDGE PROPERTY OWNERS ASSOCIATION, INC.

[SUBSTANTIAL REWORDING OF BY-LAW. SEE BY-LAW 6.4 FOR PRESENT TEXT.]

1. Paragraph 6.4 of the By-Laws of Ironwedge Property Owners Association, Inc. is hereby amended by deleting Paragraph 6.4 of the By-Laws in its entirety and inserting in lieu thereof, the following:

> Assessments against the dwelling unit owners for their share of common expenses shall be made for the calendar year annually in advance, on or before the twentieth (20th) day of December preceding the year for which the assessments are made. Such assessments shall be due in four (4) equal quarterly installments on the first (1st) day of January, the first (1st) day of April, the first (1st) day of July, and the first (1st) day of October of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment, and quarterly installments thereon shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments therefore may be amended at any time by the Board of Directors. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made shall be due and payable in equal quarterly installments for the full quarters remaining in the assessment year.

[SUBSTANTIAL REWORDING OF BY-LAW. SEE BY-LAW 2.3 FOR PRESENT TEXT.]

2. Paragraph 2.3 of the By-Laws of Ironwedge Property Owners Association, Inc. is hereby amended by deleting Paragraph

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2.3 of the By-Laws in its entirety and inserting in lieu thereof, the following:

> The annual members meeting shall be held at a location selected by the Board of Directors, not more than seven (7) miles from the office of the Association at 7:30 p.m. Eastern Standard Time on the 1st Frida; in November of each year for the purpose of electing Directors and transacting any other business; provided that if the date for the first annual meeting of members subsequent to relinquishment of control by Developer is less than six (6) months after the first election of Directors by the membership of the Association, the first annual meeting shall not be held, and the Directors first elected by the membership of the Association shall serve until the date for the next following annual meeting.

[SUBSTANTIAL REWORDING OF BY-LAW. SEE BY-LAW 2.4 FOR PRESENT TEXT.]

3. Paragraph 2.4 of the By-Laws of Ironwedge Property Owners Association, Inc. is hereby amended by deleting the first sentence of Paragraph 2.4 of the By-Laws in its entirety and inserting in lieu thereof, the following:

> Special members meetings shall be held at a location selected by the Board of Directors, not more than seven (7) miles from the office of the Association whenever called by the President, Vice President, or a majority of the Board of Directors and/or by the members entitled to cast one-third (1/3) of the votes of the entire membership.

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IN WITNESS WHEREOF, the undersigned Directors of the Ironwedge Property Owners Association, Inc., have executed this Resolution Adopting the proposed amendment to the By-Laws on the 2 day of December, 1982.

WITNESSES:

Yolande Dadeau

N. Pierre Genest, Director

Yolande Dadeau

André C. Hamel, Director

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 acknowledgements, personally appeared N. PIERRE GENEST to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 2 day of DECEMBER, 1982.

Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires April 19, 1983

-3-

B3868 P1492

This is not a certified copy

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 acknowledgements, personally appeared ANDRE C. HAMEL to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 2 day of DECEMBER, 1982.

Jane S. Waters
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires April 19, 1983

WK5/lcd

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CONSENT TO ADOPTION OF THE
FIRST AMENDMENT TO BY-LAWS

In accordance with Paragraph 5 of Article VIII of the Articles of Incorporation of Ironwedge Property Owners Association, Inc. and with Paragraph 9.5 of the By-Laws of Ironwedge Property Owners Association, Inc., Alpha Construction, Inc., a Florida corporation, does hereby consent to the First Amendment to the By-Laws of Ironwedge Property Owners Association, Inc.

DATED this 2 day of DECEMBER, 1982

WITNESSES:

ALPHA CONSTRUCTION, INC., a Florida corporation

By: _____
N. Pierre Genest, President

Attest: _____

(Corporate Seal)

B3868 P1494

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

83 014127

1983 JAN 25 PM 4:54

B3868 P1495

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FIRST AMENDMENT TO

THE DECLARATION OF COVENANTS AND RESTRICTIONS

AND PARTY FACILITIES OF IRONWEDGE

1. Article 10, Section 10.4, of the Declaration of Covenants and Restrictions and Party Facilities of Ironwedge is amended by deleting all of Article 10, Section 10.4, and inserting in lieu thereof, the following:

10.4 Interest, Application of Payment

Assessments and installments on such assessments paid on or before ten (10) days after when due shall not bear interest, but all sums not paid on or before ten (10) days after date when due shall bear interest at the maximum rate of interest allowed under Florida law from the date when due until paid. The Board of Directors may impose an administration processing fee against any unit owner who fails to pay any assessment within ten (10) days from the date when due in an amount not to exceed six percent (6%) of the past due, unpaid assessment. All payments on accounts shall be first applied to interest and then to the assessment first due.

2. The foregoing amendment was adopted by unanimous vote of the Directors of Alpha Construction, Inc., a Florida corporation, on the 2 day of DECEMBER, 1982.

IN WITNESS WHEREOF, the undersigned President/Secretary/Treasurer and Vice President of Alpha Construction, Inc. have executed this amendment to Declaration of Covenants and Restrictions and Party Facilities of Ironwedge on the 2 day of DECEMBER, 1982.

WITNESSES:

ALPHA CONSTRUCTION, INC., a Florida corporation

By: _____
M. Pierre Genest, President/Secretary/Treasurer

Attest: _____
Andre C. Hamel, Vice President

(Corporate Seal)

WILL CALL

OSBORNE & HAWKINS, ATTORNEYS

OSBORNE AND HAWKINS, ATTORNEYS 1000 SOUTH FEDERAL HIGHWAY, BOCA RATON, FLORIDA 33432

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 acknowledgements, personally appeared N. PIERRE GENEST and ANDRE C. HAMEL well known to be the President/Secretary/Treasurer and Vice President, respectively of the corporation who executed the foregoing instrument and they duly acknowledged before me that acting under due corporate authority they executed the same and impressed the corporate seal for the purposes therein expressed as the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 2 day of DECEMBER, 1982.

Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires: June 19, 1983

Please note a certified copy

This instrument was prepared by
JAMES M. [illegible]
Attorney
P.O. [illegible]
Boca Raton, [illegible]

WK5/lcd

B3868 P1496

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

This is not a certified copy

86 160272

1986 JUN 25 PM 1:15

CERTIFICATE OF AMENDMENT
ARTICLES OF INCORPORATION AND BY-LAWS

IRONWEDGE PROPERTY OWNERS ASSOCIATION, INC.

WE HEREBY CERTIFY THAT the attached amendments to the Articles of Incorporation and By-Laws, Ironwedge Property Owners Association, Inc., Exhibits to the Declaration of Covenants and Restrictions and Party Facilities as described in Book 2991 at Page 1776 of the Official Records of Palm Beach County, Florida and duly amended were duly adopted in the manner provided therein, that is by proposal of the Board of Directors and approval by more than 75% of the Board and of the membership of the Association at a meeting held April 17, 1986.

IN WITNESS WHEREOF, we have affixed our hands this 10th day of June 1986, at Boca Raton, Palm Beach County, Florida.

By: James E. Juhl
James E. Juhl, President

Attest: Phyllis W. Carr
Secretary

STATE OF FLORIDA)
) SS
COUNTY OF PALM BEACH)

On this 10th day of June, 1986, personally appeared James E. Juhl, President, and Phyllis W. Carr Secretary, and acknowledge that they executed the foregoing Certificate of Amendment for the purpose therein expressed.

WITNESSETH my hand and seal this day and year last above written.

Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Jan. 23, 1990
BONDED THRU FLORIDA NOTARY SERVICES

RETURN TO:
BECKER, POLIAKOFF & STREITFELD, P.A.
6520 N. ANDREWS AVE. P.O. BOX 9057
FT. LAUDERDALE, FLA. 33310

LAW OFFICES
BECKER, POLIAKOFF & STREITFELD, P.A. 6520 N. ANDREWS AVENUE • POST OFFICE BOX 9057 • FT. LAUDERDALE, FLORIDA 33310-9057
TELEPHONE (305) 776-7550

BK 920 PG 493

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PROPOSED AMENDMENTS TO
ARTICLES OF INCORPORATION
IRONWEDGE PROPERTY OWNERS
ASSOCIATION, INC.

(Additions indicated by Underlining,
Deletions indicated by "----")

ARTICLE IX
AMENDMENTS

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

. . . .

1. A resolution approving a proposed amendment may be proposed by either the Board of Directors or by any one (1) or more members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary of the Association at or prior to the meeting, and:

~~(a) Such approval must be by not less than seventy-five (75%) of the entire membership of the Board of Directors and by not less than seventy-five percent (75%) of the votes of the entire membership of the Association; or~~

(b) By not less than fifty-one percent (51%) ~~eighty percent (80%)~~ of the entire membership of the Association.

DRAFT PREPARED BY
[illegible] TANKEL, ESQ.
BECKER POLIAKOFF & STREITFELD, P.A.
[illegible] N. Andrews Avenue
[illegible] 9087
[illegible] Lauderdale, FL 33310

LAW OFFICES
BECKER POLIAKOFF & STREITFELD, P.A. [illegible] ANDREWS AVENUE • POST OFFICE BOX [illegible] • FORT LAUDERDALE, FLORIDA [illegible]
TELEPHONE [illegible]

OR 8920 P0494

This is not a certified copy

AMENDMENTS TO
BY-LAWS OF
IRONWEDGE PROPERTY OWNERS ASSOCIATION, INC.

(additions indicated by underlining, deletions by"-----",
and unaffected language by . . .)

9. Amendments

These By-Laws may be amended in the following manner: . . .

9.2 Resolution

A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be ~~by either:~~

~~9.2.1 Not less than seventy-five percent (75%) of the entire membership of the Board of Directors and by not less than seventy-five percent (75%) of the votes of the entire membership of the Association; or~~

9.2.2 by not less than fifty-one percent (51%) ~~eighty percent (80%)~~ of the votes of the entire membership of the Association; ~~or~~

~~9.2.3 By all of the directors, until the first election of directors.~~

88920 P0495

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

THIS INSTRUMENT PREPARED BY:
ROBERT L. TANKEL, ESQ.
BECKER, POLIAKOFF & STREITFELD, P.A.
[illegible] Andrews Avenue
[illegible]
[illegible], FL 33310

RETURN TO:
BECKER, POLIAKOFF & STREITFELD, P.A.
[illegible] P.O. BOX 9057
FT. LAUDERDALE, FLA. 33310

LAW OFFICES
BECKER, POLIAKOFF & STREITFELD, P.A. [illegible] ANDREWS AVENUE • POST OFFICE BOX [illegible] • FT. LAUDERDALE, FLORIDA 33310-9057
TELEPHONE (305) [illegible]

MAR-13-1990 03:55pm 90-072907

ORB 6384 Pg 292

This is not a certified copy

CERTIFICATE OF AMENDMENT TO
THE DECLARATION OF COVENANTS AND RESTRICTIONS
AND PARTY FACILITIES OF IRONWEDGE
AND THE
BY-LAWS OF
IRONWEDGE PROPERTY OWNER'S ASSOCIATION, INC.

WE HEREBY CERTIFY that the attached Amendments to the Declaration of Covenants and Restrictions and Party Facilities of Ironwedge and the By-Laws of Ironwedge Property Owner's Assocation, Inc., as described in Book 2991 at Page 1776 and Page 1828 respectively of the Official Records of Palm Beach County, Florida and duly amended were duly adopted in the manner provided therein, that is by proposal of the Board of Directors and approval by more than 51% of the Board and of the membership of the Association of the meeting duly held on 11/3, 1989.

IN WITNESS WHEREOF, we have affixed our hands this 5th day of March, 1990 at Boca Raton, Palm Beach County, Florida.

Lisa Bonsen
Michael Kotler
Lisa Bonsen
Michael Kotler

By: James E. Juhl
JAMES E. JUHL, President

Attest: Susan Olesen
SUSAN OLESEN, Secretary

STATE OF FLORIDA

COUNTY OF PALM BEACH

On this 5 day of March, 1990, personally appeared JAMES E. JUHL, President and SUSAN OLESEN, Secretary and acknowledged that they executed the foregoing Certificate of Amendment for the purpose therein expressed.

WITNESSETH my hand and seal this 5 day of March, 1990.

Michael Kotler
NOTARY PUBLIC

My Commission Expires:

OFFICIAL SEAL
MICHAEL KOTLER
Notary Public State of Florida
My Commission Expires
DECEMBER 6, 1992

Schmitz, Mike

This is not a Service Copy

AMENDMENTS TO
THE DECLARATION OF COVENANTS AND RESTRICTIONS
AND PARTY FACILITIES OF IRONWEDGE
AND THE
BY-LAWS OF
IRONWEDGE PROPERTY OWNERS ASSOCIATION, INC.

(additions indicated by underlining, deletions by"---",
and unaffected language by . . .)

1. To limit the transiency experienced within the Community, a change to Section 13.1(b) is as follows:

ARTICLE 13

. . .

13.1 Transfers Subject to Approval

. . .

b. Lease. No Dwelling Unit Owner may transfer possession or otherwise dispose of a Dwelling Unit or any interest therein by lease without the approval of the Association except to another Dwelling Unit Owner. In any event, no Dwelling Unit shall be leased more than ~~twice~~ once in any one calendar year and for a period of time less than ~~four~~ six months.

. . .

2. To provide the Board with the ability to determine the appropriate fees for investigating prospective purchasers and lessees, as well as a security deposit to protect the common areas, a change to Section 13.2 of the Declaration is as follows:

13.2 Approval by Association. The Board of Directors shall have the discretion to require, as a condition of approval for the transfer of a Dwelling Unit, a reasonable fee to defray the investigation costs incurred by the Association. Such fee may be levied in the highest amount allowable under the law. No application for approval shall be considered complete without the payment of such fee. In addition, for leases, the Board shall have the power to require a security deposit, in an amount not to exceed one months rent, to be held by the Association, for the protection of the common areas. Any such deposit shall be held in accordance with Section 83.49 of Florida Statutes. The approval of the Association which is required for the transfer of Dwelling Units shall be obtained in the following manner:

3. To provide the Association with an alternative method of enforcement for various Covenant infractions, rather than litigation, a New Section 20.2 of the Declaration is as follows:

ARTICLE 20

. . .

20.2 Fines. In addition to the means for enforcement provided in the Initial Rules and Regulations, which is an exhibit to the Declaration, the Association shall have the right to assess fines against an owner or its guests, relatives or lessees, in the manner provided herein.

(a) The Board of Directors shall appoint a Covenants Enforcement Committee which shall be charged with determining where there is probable cause that any of the provisions of the Declara-

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tion of Covenants, the Articles of Incorporation, By-Laws, and the Rules and Regulations of the Association, regarding the use of Dwelling Units, common areas, or Association property, are being or have been violated. In the event that the Covenants Enforcement Committee determines an instance of such probable cause, it shall report same to the Board of Directors. The Board of Directors shall thereupon provide written notice to the person alleged to be in violation, and the owner of the Dwelling Unit which that person occupies if that person is not the owner, of the specific nature of the alleged violation and of the opportunity for a hearing before the Board of Directors upon a request made within five (5) days of the sending of the notice. The notice shall also specify, and it is hereby provided, that each recurrence of the alleged violation or each day during which it continues shall be deemed a separate offense, subject to a separate fine not to exceed Fifty ($50.00) Dollars for each offense.

(b) If a hearing is timely requested, the Board of Directors shall hold same, and shall hear any defense to the charges of the Covenants Enforcement Committee, including any witnesses that the alleged violator, the Dwelling Unit Owner, or the Covenants Enforcement Committee may produce. Any party at the hearing may be represented by counsel.

(c) Subsequent to any hearing, or if no hearing is timely requested, the Board of Directors shall determine whether there is sufficient evidence of a violation or violations as provided herein. If the Board of Directors determines that there is sufficient evidence, it may levy a fine for each violation in the amount provided herein.

(d) A fine pursuant to this section shall be assessed against the Dwelling Unit which the violator occupied at the time of the violation, whether or not the violator is a Dwelling Unit Owner of that Dwelling Unit, and shall be collectible in the same manner as any other assessment, including the Association's lien rights, as provided in the Declaration. Nothing herein shall be construed to interfere with any right that a Dwelling Unit Owner may have to obtain from a violator occupying his Dwelling Unit, payment in the amount of any fine or fines assessed against that Dwelling Unit.

(e) Nothing herein shall be construed as a prohibition of or a limitation on the right of the Board of Directors to pursue other means to enforce the provisions of the various Association documents, including but not limited to legal action for damages or injunctive relief. Should the Association resort to such legal action, should the Association prevail, it shall be entitled to reimbursement of its reasonable costs and attorney's fees, including appeals.

. . .

4. To provide for a more appropriate meeting time for the Association's Annual Meeting, a change to Section 2.3 of the By-Laws is as folows:

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2. MEMBERSHIP AND MEMBERS' MEETINGS

. . .

2.3 Annual Members' Meeting

The annual members meeting shall be held at a location selected by the Board of Directors, not more than seven (7) miles from the office of the Association at 7:30 p.m. Eastern Standard Time on the ~~1st Friday in November~~ 2nd Wednesday in January of each year . . .

5. Section 8.2 of the Bylaws is as follows:

8. REGISTERS

8.2 Application for transfer

Any application for the transfer of a membership or for a conveyance of interest in a Dwelling Unit or a lease of a Dwelling Unit shall be accompanied by an application fee in ~~the~~ an amount ~~of Thirty Five Dollars ($35.00)~~ as may be assessed by the Association pursuant to Section 13.2 of the Declaration of Covenants and Restrictions of Ironwedge Property Owners Association, Inc.

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