

WEST LAKES OF BOCA RATON, INC.

A SENIOR COMMUNITY

ARTICLES OF INCORPORATION

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TABLE OF CONTENTS

		Page
Article I	Corporate Name	1
Article II	Nature of Business	1, 2
Article III	Capital Stock	2
	(A) Voting Rights	3
	(B) Dividend Rights	3
	(C) Liquidation rights	3
	(D) Rights of Occupation	3
	(E) Right to Lease	4
	(F) Limitations	4
Article IV	Initial Capital	5
Article V	Term of Existence	5
Article VI	Street Address	5
Article VII	Directors	5
Article VIII	Initial Directors	6
Article IX	Initial Officers	7
Article X	Corporate Operation	7
Article XI	Amendments	7
Article XII	By-Laws to be Adopted	8
Article XIII	Subscribers	8
Article XIV	Exterior Alterations & Replacement of Mobile Home	9
	1. Requirement of Association Approval	9
	2. Permits and Certificates of Occupancy	9
	3. Replacement of Mobile Home	9
	4. Setback Requirements	10
	5. Further Rules and Standards	10
	6. Time for Completion	10
	7. Utility Easements	10
Article XV	Insurance on Mobile Homes	10
Article XVI	Reconstruction & Repair after Casualty	11
Article XVII	Limit of Ownership to one Cooperative Unit	11
Article XVIII	Housing for Older Persons Community	12, 13
Article XIX	Sale, Leasing, and Occupancy	13, 14, 15
Article XX	Capital Contribution	15
Article XXI	Pets	16,17

ARTICLES OF INCORPORATION
OF
WEST LAKES OF BOCA RATON, INC.
(A cooperative housing corporation)

We, the undersigned natural persons, each competent to contract, acting as incorporators under the laws of the State of Florida, hereby associate ourselves under Chapter 608, Florida Statutes as a cooperative housing corporation for the purposes and with the powers hereinafter set forth, and to that end adopt and subscribe to the following Articles of Incorporation:

ARTICLE I

CORPORATE NAME

The name by which this corporation shall be known in law is:

WEST LAKES OF BOCA RATON, INC.

ARTICLE II

NATURE OF BUSINESS

The nature of the business to be transacted by this corporation is:

1. **GENERAL PURPOSE:** To acquire and administer the operation and management of an adult mobile home park for the mutual benefit of the tenant-stockholders of this corporation; and said park to be located upon the following described property located in Palm Beach County, Florida:

A parcel of land lying in Palm Beach County, Florida being a portion of Tracts 69 to 73 and 90 to 96 of Block 76, PALM BEACH FARMS subdivision, Plat No. 3, as recorded in Plat book 2 pages 45 to 54, inclusive, of Palm Beach County records and being more fully described as follows:

Beginning at a point lying 53.00 feet south of the centerline of State Road 808 and 1383.84 feet West of the West right-of-way line of the Florida State Turnpike; thence run south a distance of 442.01 feet to a point, thence with a curve to the right, having a radius of 420.00 feet, a tangent bearing S 89o 19' 05" E. an arc distance of 433.48 feet; thence N 59o 49' 10" E, a radial to said curve , 98.00 feet; thence S 30o 10' 50"E, 22.00 feet; thence N 89o 17' 00" E, 77.92 feet; thence S 00o 43' 00"E, 106.72 feet; thence S 25o 29' 17" E, 40.00 feet; thence S 82o 52' 42" W, 53.19 feet;

to a point of intersection with a curve concave to the southwesterly, having a radius of 420.00 feet; thence from a tangent bearing S 70° 07' 18" E, run southwesterly along said curve, an arc distance of 52.20 feet to a point of reverse curve, to the Southeast; thence along the arc of said curve with a radius of 200.00 feet, a distance of 314.16 feet to a point; thence due East, a distance of 2.29 feet to a point; thence North, a distance of 47.00 feet to a point, thence West, a distance of 59.42 feet to a point on a curve to the North; thence along the arc with a radius of 20.00 feet, a distance of 33.34 feet to a point on a curve to the northeast, thence along the arc, with a radius of 145.00 feet, a distance of 213.82 feet; thence East a distance of 185.00 feet to a point; thence south a distance of 85.00 feet to a point, thence with a curve to the right, having a radius of 65.00 feet, a tangent bearing S 67° 22' 48" E, an arc distance of 26.74 feet to a point; thence East a distance of 98.10 feet to a point; thence south a distance of 100.00 feet to a point; thence East, a distance of 350.00 feet to a point being 60.00 feet west of the west right-of-way of the Florida State Turnpike; thence south and parallel to said right-of-way, a distance of 220.02 feet to a point on the north right-of-way of canal L-46; thence West along said canal, a distance of 1960.04 feet to a point; thence North a distance of 1295.00 feet to a point 40.00 feet south of the centerline of State Road 808; thence East and parallel to said centerline a distance of 45.00 feet; thence south, a distance of 13.00 feet; thence East and parallel to said centerline, a distance of 575.00 feet to the point of Beginning.

2. **ANCILLARY PURPOSES:** To do everything necessary, proper, advisable or convenient for the accomplishment of the purposes hereinbefore set forth, and to do all other things incidental thereto or connected therewith, which are not forbidden by statute or inconsistent with the Articles of Incorporation or By-Laws of this corporation, including but not limited to the exercise of the powers specified in Chapter 608.13, Florida Statutes, and the following:

(A) To manage the affairs of the corporation through a Board of Directors in accordance with the requirements set forth in the By-Laws.

(B) To make and establish and promulgate reasonable rules and regulations governing the use of mobile home dwellings on property owned by the corporation and all things incident thereto, and to enforce same.

(C) To levy and collect assessments against the shareholders to defray common expenses as may be from time to time provided in the By-Laws, of this corporation.

ARTICLE III

CAPITAL STOCK

1. There shall be one and only one class of stock outstanding which shall be common stock having a nominal or par value of One Hundred Dollars (\$100.00) per shares. The maximum number of such shares of stock that this corporation is authorized to have outstanding at any one time is Ten Thousand (10,000) shares.

2. The common stock of this corporation shall have the following characteristics:

(A) **Voting Rights:** Each shareholder, by reason of this stock ownership of record shall be entitled to vote on all matters requiring shareholder action or approval. On all such matters the government of the corporation shall be by the purely cooperative custom of one man, one vote, unless otherwise required by law or by the By-Laws of the corporation, which may from time to time provide special rules for shareholders holding more than 45 shares. A shareholder may vote either in person or by proxy.

(B) **Dividend Rights:** The holders of common stock in this corporation shall have no rights to dividends, nor shall they be entitled in any other way to share individually in any profits of this corporation; provided that nothing herein shall prevent the shareholders from receiving the natural benefits flowing from the efficient operation consistent with its general purposes including but not limited to:

(i) Reasonable improvements to the real property owned by the corporation and upon which the shareholders reside.

(ii) Reasonable improvements to any other property, real or personal, owned by the corporation in connection with its permissible operations as limited by these Articles of Incorporation and the By-Laws.

(iii) Reasonable reductions in the amount of rent or maintenance fees payable by the shareholders to the corporation.

(C) **Liquidation Rights:** No shareholders shall be entitled, either conditionally or unconditionally, to receive any distribution not out of earnings and profits of the corporation except on a complete or partial liquidation of the corporation. Upon such liquidation, dissolution or winding up of the corporation the shareholders of record shall be entitled to share in the net assets of the corporation in the proportion that the number of shares held by each shareholder at the time of liquidation bears to the total number of shares outstanding at such time.

(D) **Rights of Occupation:** Each shareholder shall be entitled, solely by reason of his ownership of stock in this corporation, to occupy for dwelling purposes a mobile home on land owned by the corporation. Such occupation shall be in accordance with any rules and regulations as may be from time to time established or adopted by the Board of Directors. No other person shall have such rights of occupation except as provided in Sub-Section 2 (E) of this ARTICLE.

(E) **Right to Lease:** Each stockholder has the right to lease his mobile home to such persons who may be approved by the Board of Directors, who may evaluate the proposed tenant and lease agreement and approve or reject same.

(F) **Limitations:**

(i) Shares of common stock may be issued for such consideration, but in no case less than the par value thereof, as may be fixed by the Board of Directors.

(ii) The corporation may not issue or transfer stock without the express approval of the Board of Directors; Provided that such approval shall not be withheld solely on the basis of race, color or religious belief nor on any basis which would violate civil rights guaranteed by the federal or state laws or constitutions, provided further that such right of approval shall be exercised in accordance with the general purposes of this corporation.

(iii) The corporation shall not issue or transfer stock otherwise than in lots of 45 shares, except with the express approval of the Board of Directors. The board of Directors may permit two or more persons to purchase a lot of 45 shares jointly if all such persons intend to occupy the same mobile home upon corporation premises. In such cases the joint purchasers shall designate one of their number to exercise their voting rights as a unit.

(iv) The corporation may not issue or transfer stock to anyone other than a natural person who intends to occupy or let for dwelling purposes a mobile home upon land owned by the corporation and who files a statement with the Board of Directors to that effect in accordance with the provisions in the By-Laws from time to time adopted, governing the issuance and transfer of stock, except in pursuance of a plan of complete or partial liquidation.

(v) A shareholder may not pledge, assign, give or convey the stock of this corporation without the express approval of the Board of Directors. Provided, that nothing herein shall prevent such stock from being disposed of by will or from passing by intestate succession.

(vi) Stock acquired by will or through intestate succession shall confer the same rights and be subject to the same limitations as all other stock, and such stock will not be transferred on the books of this corporation to the heir or legatee of a deceased shareholder without the express approval of the Board of Directors, and unless such heir or legatee intends to occupy or let for dwelling purposes the same mobile home occupied by the deceased shareholder, and files a statement with the Board of Directors to that effect in accordance with the provisions in the By-Laws from time to time adopted governing transfers of stock.

(vii) Stocks rights and limitations hereinabove mentioned shall attach only to stock and shareholders of record on the books of this corporation. No other persons will be recognized.

ARTICLE IV

INITIAL CAPITAL

The amount of capital with which this corporation will begin business shall not be less than Five Hundred Dollars (\$500.00).

ARTICLE V

TERM OF EXISTENCE

This corporation shall have perpetual existence.

ARTICLE VI

ADDRESS

The initial street address of the principal office of this corporation in the State of Florida is:

**8279 East Club Road
Boca Raton, Florida 33432**

The Board of Directors may from time to time change the street and post office address of the corporation as well as the location of its principal office.

ARTICLE VII

DIRECTORS

1. This corporation shall have Nine (9) directors initially. The number of directors may be increased or diminished from time to time by By-Laws adopted by the directors but shall never be less than Five (5) nor more than Eleven (11).

2. Directors of the corporation shall be elected at the annual shareholders' meeting by a plurality of the votes (subject to ARTICLE III 2 (A) hereof) cast at the election. Cumulative voting shall not obtain. A director may be peremptorily removed at any shareholders' meeting by a majority of the shareholders. Vacancies in the Board of Directors shall be filled by the shareholders at any meeting, except that directors remaining in office may fill vacancies occurring between meetings of the shareholders. Directors may fix their own compensation for services as officers.

ARTICLE VIII

INITIAL DIRECTORS

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

<u>NAME</u>	<u>ADDRESS</u>
1. James J. Cleary	8242 South Street Boca Raton, Florida 33432
2. James McGahey	20942 Sunrise Drive Boca Raton, Florida 33432
3. Irving B. Anderson	20943 Sunrise Drive Boca Raton, Florida 33432
4. Harry Pettapiece	20898 Sunrise Drive Boca Raton, Florida 33432
5. Ernest Berg	8389 Chisum Trail Boca Raton, Florida 33432
6. Earl E. Platell	8193 Sandalwood Court Boca Raton, Florida 33432
7. David Blair	8396 East Club Road Boca Raton, Florida 33432
8. Mildred J. Curtis	8422 South Street Boca Raton, Florida, 33432
9. Charles J. Loughrey	8339 Chisum Trail Boca Raton, Florida, 33432

ARTICLE IX

INITIAL OFFICERS

The names of the first officers of the corporation who shall hold office until their successors are elected are as follows:

<u>OFFICE</u>	<u>NAME</u>
President	James J. Cleary
Vice President	James McGahey
Treasurer	Earl E. Platell
Secretary	Mildred J. Curtis

ARTICLE X

CORPORATE OPERATION

The corporation shall be operated on a fiscal year basis ending on January 31 of each calendar year. It shall be operated on a minimum profit or non profit basis. No less than Eighty Percent (80%) of the annual gross income of the corporation shall be derived from tenant-stockholders.

ARTICLE XI

AMENDMENTS

These Articles of Incorporation may be amended as provided by law. An amendment may be proposed by resolution of a majority of the Board of Directors, or by an instrument in writing signed by thirty percent (30%) of the tenant-stockholders of the corporation. Every Amendment shall be approved by the Board of Directors, proposed by them to the stockholders, and approved at a stockholders' meeting by a 2/3 majority of the stockholders entitled to vote thereon. Proposal shall be transmitted to the President of the corporation or other officer in his absence who shall thereupon call a special meeting of the stockholders to be convened not sooner than (20) days nor later than sixty (60) days from the receipt thereof, unless the Annual Meeting of stockholders fall within that period in which case it will be set down as new business for that meeting. The Secretary shall send notice as required by the By-Laws to all stockholders of record.

ARTICLE XII

BY-LAWS

The first By-Laws of the corporation shall be adopted by the Board of Directors named herein at the first meeting thereof, and may be altered, amended or rescinded in the manner provided in the By-Laws.

ARTICLE XIII

SUBSCRIBERS

The names and street addresses of the subscribers to these Articles of Incorporation are as follows:

<u>NAME</u>	<u>ADDRESS</u>
1. James J. Cleary	8242 South Street Boca Raton, Florida 33432
2. James McGahey	20942 Sunrise Drive Boca Raton, Florida 33432
3. Irving B. Anderson	20943 Sunrise Drive Boca Raton, Florida 33432
4. Harry Pettapiece	20898 Sunrise Drive Boca Raton, Florida 33432
5. Ernest Berg	8389 Chisum Trail Boca Raton, Florida 33432
6. Earl E. Platell	8193 Sandalwood Court Boca Raton, Florida 33432
7. David Blair	8396 East Club Road Boca Raton, Florida 33432
8. Mildred J. Curtis	8422 South Street Boca Raton, Florida 33432
9. Charles J. Loughrey	8399 Chisum Trail Boca Raton, Florida 33432
10. Al J. Rivers	8205 South Street Boca Raton, Florida 33432

ARTICLE XIV

EXTERIOR ALTERATIONS AND REPLACEMENT OF MOBILE HOMES

1. **Requirement of Association Approval:** No exterior alterations, color change, additions, expansion or replacement of a mobile home may be made without first submitting application to the Board of Directors and obtaining prior written approval from the Board. The application shall contain a description and plan of the changes which shall show the exterior design, building materials and colors, the location and height of any structures. Prior written approval from the Board of Directors shall be obtained before any work involving any exterior alteration may be commenced. The Board may require submission of samples of building materials and colors to be used, and may require such additional information as may be reasonably necessary to evaluate the proposed alteration.

If an Owner is repainting the exterior of the mobile home the same existing color, no Association approval is required. If the Owner is changing the exterior color, then Association approval is required.

If an Owner is changing the exterior surface material of a mobile home or changing the exterior finish texture of a mobile home, then written Association approval is required.

Association approval is needed for anything which could interfere with the Association's lawn mowing.

2. **Permits and Certificates of Occupancy:** Association members are required to obtain a building permit and certificate of occupancy for any work which requires such approval by local code. No person shall seek or apply for a certificate of occupancy or final approval or sign off from any governmental authority unless and until written Board approval of the alterations has been obtained.

3. **Replacement of Mobile Homes:** Association members shall submit the application to the Board at least thirty (30) days prior the member's intended replacement of the mobile home.

The Board of Directors shall have authority, without any requirement of a membership vote to approve a replacement mobile home which exceeds the "footprint" in terms of length and width of the mobile home to be replaced, even if such larger footprint mobile home could be deemed to materially alter or encroach on the common areas. However, the replacement mobile home shall not violate setback requirements of the Association or violate the rules, architectural standards, and policies of the Association, and further the replacement mobile home shall not violate the County setback requirements for West Lakes of Boca Raton, Inc.

4. **Setback Requirements:** Any alterations and replacement mobile homes shall not violate the setback requirements, rules, architectural standards and policies of the Association.

The following additions shall be at least 10 feet away from another mobile home; 20 feet away from the centerline of the road; and 20 feet away from a permanent structure:

- (a) Central air conditioning units;
- (b) Concrete slab or concrete, wood, pavers or other type of patio, terrace, or deck;
- (c) Stoops, stairs and steps whether permanent or temporary; and
- (d) Sheds.

The Association Board may enforce additional setback policies for the benefit of West Lakes. Further, any alterations and replacement mobile homes shall not violate Palm Beach County setback requirements for West Lakes of Boca Raton, Inc.

5. **Further Rules and Standards:** The Board of Directors may establish further rules and architectural standards applicable to West Lakes of Boca Raton, Inc.

6. **Time for Completion:** The work shall commence expeditiously after Board approval and governmental approval has been obtained. The work, once commenced shall be completed within sixty (60) days.

7. **Utility Easements:** If an alteration will encroach on a utility easement, the Owner is required to obtain written approval from the utility company in addition to getting approval from the Association. The Owner shall provide the Association with the written approval of the utility company.

ARTICLE XV

INSURANCE ON MOBILE HOMES

Each Association Member is required to obtain and maintain at all times adequate casualty insurance on the Member's mobile home. The insurance shall insure against loss by fire, windstorm, hurricane, or other hazards. The insurance shall provide coverage to repair and restore the mobile home or to remove the mobile home from the site. The insurance shall be in a sufficient amount to repair and restore the mobile home or to remove the mobile home from the site.

Each Association member is required to provide the Board of Directors at least annually and when requested by the Board, with proof that the Association Member is maintaining at all times the required casualty insurance on the mobile home.

ARTICLE XVI

RECONSTRUCTION AND REPAIR AFTER CASUALTY

If a mobile home is damaged by a hurricane or other casualty and is rendered either uninhabitable or requires structural repairs, the Association Member shall within six months, either properly repair the mobile home or remove and replace the mobile home. The Board of Directors may allow a short extension of this six (6) month limit if the Association Member has, within ninety (90) days following the hurricane or other casualty, entered into a contract for repair or replacement, and the Association Member provides the Board with evidence acceptable to the Board and that the repairs or replacement are in the process of being accomplished.

If the mobile home is not properly repaired or removed and replaced, the Association may bring an action in court to require removal of the mobile home or pursue any other remedies available to the Association.

ARTICLE XVII

LIMIT OF OWNERSHIP TO ONE (1) COOPERATIVE UNIT

A stockholder/owner is limited to owning one (1) cooperative unit in West Lakes of Boca Raton, Inc. A person shall not directly or indirectly:

1. Own Association stock shares to more than one (1) cooperative unit, or
2. Hold a proprietary lease for more than one (1) cooperative unit, or
3. Otherwise own more than one (1) cooperative unit.

If there is an issue as to whether this provision will be violated by a transaction, the Board of Directors' decision is binding.

A married couple is limited to owning one cooperative unit - each spouse cannot separately own a cooperative unit.

In the event the Owner(s) of a unit have sold their existing unit and are purchasing another unit in West Lakes, the Board has the authority to hold in abeyance the transfer documents (stock certificate, proprietary lease, Association approval) on the purchase of the second unit to allow the sale of the first unit to be completed.

ARTICLE XVIII

HOUSING FOR OLDER PERSONS COMMUNITY AND MINIMUM AGE REQUIREMENTS

1. HOUSING FOR OLDER PERSONS COMMUNITY:

(1) The West Lakes of Boca Raton Community shall constitute a "Housing for Older Persons" Community as such term is defined in the Federal Housing for Older Persons Act of 1995.

(2) While any person is in occupancy of a home, the home shall be occupied by at least one (1) permanent occupant who is fifty-five (55) years of age or older.

(3) Persons under the age of fifty-five (55) years, but over the age of eighteen (18) years, may reside in a home so long as at least one (1) of the permanent occupants of the home is fifty-five (55) years of age or older.

(4) An Owner shall cause occupancy of the home to be in compliance with the Proprietary Lease, Articles of Incorporation, Bylaws, and Rules and Regulations; and an Owner shall not allow a home to be occupied in violation of the Proprietary Lease, Articles of Incorporation, Bylaws or rules and Regulations.

(5) The Association shall obtain and maintain in its files evidence and documentation of the ages of the community's current residents. Residents are required to provide such reasonable documentation requested by Association to verify the ages of residents.

(6) Notwithstanding the paragraphs above, and subject to the overriding condition that occupied homes have in permanent residence at least one (1) person over the age of fifty-five (55) years, the following exceptions to the over 55 age restrictions above shall be applicable:

(I) should a permanent occupant fifty-five (55) years of age or older die, leaving a surviving spouse whose age is less than fifty-five (55) years, then and in that event, the surviving spouse may occupy the home as a permanent occupant.

(II) Should a permanent occupant fifty-five (55) years of age or older who resided in a home on a permanent basis with his/her adult child over eighteen (18) years of age, die then, and in that event, the child of the deceased resident who was fifty-five (55) years of age or older shall not, on the basis of the above paragraphs, be precluded from occupying the home.

(7) The Board of Directors is hereby authorized to promulgate such Rules and Regulations and adopt such policies and procedures, which serve the objective of carrying out the intent that the community as a "Housing for Older Persons" community.

2. MINIMUM AGE REQUIREMENTS:

Notwithstanding any other provision in this Proprietary Lease, the Articles of Incorporation, the Bylaws, or the Rules and Regulations, the minimum age for occupancy is eighteen (18) years of age. Only persons eighteen (18) years of age or older are permitted as occupants, and no person under the age of eighteen (18) may reside in the West Lakes Community.

Visiting Children: When a home is occupied by at least one person fifty-five (55) or older, children under eighteen (18) shall be permitted to visit as guests of the Owner for a maximum of thirty (30) days total in any calendar year. Each day or any part of a day that a child under eighteen (18) visits, shall count towards the thirty (30) day total in any calendar year. The Board of Directors may require the Owners to register visiting children with the Association and register the number of days such children are visiting.

Visiting children and all visitors, invitees and guests will be the direct responsibility of their parents or legal guardians and Owner whom they are visiting, including full supervision of them while within the common areas and including full compliance by them with the Proprietary Lease, Articles of Incorporation, Bylaws and Rules and Regulations. Loud noises will not be tolerated.

ARTICLE XIX

SALE, LEASING AND OCCUPANCY

1. SELLING - When a Stockholder sells, the Board of Directors procedures must be followed when applying for its written approval necessary to transfer stock. A Stockholder who seeks to sell or lease is required to properly submit an application to the Association and obtain prior written approval from the Association for the sale or lease. Association approval is required for all occupants of the coach. West Lakes has the right to investigate the personal character and financial responsibility of all who apply to purchase/lease or rent a home in our park including people who will occupy the home with the purchaser or tenant.

A.) Only one (1) For Sale sign (12x18) inches maximum is permitted per coach. It can only be attached to the outside or show in a window. It cannot be set upon the ground or shrubbery, or attached to a tree or lamppost.

B.) Prospective purchasers/lessees or renters must pay a non-refundable processing fee of one hundred dollars (\$100.00) or such other amount as determined by the Board from time to time, when submitting their required application to the Board of Directors.

2. **COMPLIANCE AGREEMENT** - Prior to application, the purchaser/lessee/renter must sign an agreement to comply with West Lakes Bylaws, these Rules and Regulations and other documents received. Such signing by a lessee/renter does not relieve the owner/stockholder of the primary responsibility for failures to comply, whether caused by others in the coach as well as lessees or renters.

3. **LEASING/RENTING** - An owner may sublease or rent out the coach for not less than three (3) months nor more than nine (9) months, in any twelve (12) month period, provided the owner has occupied the same for at least three (3) months in the preceding year. Lease/rental agreements must conform to the West Lakes Bylaws, Rules and Regulations, and other documents received and be submitted to and approved by the Board of Directors and filed in the corporate office, as follows:

A.) Applications for approval must be made at least thirty (30) days before the leasing/rental period and/or occupancy of the coach begins.

B.) Prospective lessees/renters must be at least fifty-five (55) years old. Association approval is required for the lessees/renters and all other occupants of the coach.

4. **OTHER** - No guest, tenant, adult or child can take residence in the Owner's coach without written approval by the Board of Directors.

5. **BUYER'S CLOSING** - The buyer(s) of any coach is required to:

A.) Supply proof of age and Social Security number for all persons residing in the coach. The Social Security number will be deleted from files after the background checks have been completed.

B.) Complete a Voter's Certificate form selecting who will be the designated voter of stock.

C.) West Lakes requires certain documents necessary to closing of the sale and listed by West Lakes in closing documents form, up-dated consistently for Corporation's awareness, that all pertinent papers are properly recorded.

D.) West Lakes will deliver to Buyer:

1. Proprietary Lease
2. Copy of Rules and Regulations
3. West Lakes Bylaws
4. Articles of Incorporation
5. Latest Yearly updated Question and Answer sheet.
6. Current yearly Financial Statement

6. **OCCUPANTS** - Guests and occupants staying longer than 24 hours must register at the West Lakes office to comply with fire and safety regulations and acknowledge reading the Rules and Regulations. Any guest or other person residing in a home for longer than fourteen (14) days is required to submit an application and obtain written approval from the Association. The procedure to be followed is the same procedure as for purchases and leases.

A.) All "Board Approved Occupants" are required to file "next of kin" forms and produce proof of age and other information when required by the Board with the West Lakes office.

B.) Prior to an absence of more than 30 days, each coach owner must provide a forwarding address, make arrangements for regular payments of the West Lakes Assessment Fee and provide pertinent information concerning care of the coach and the site.

ARTICLE XX

CAPITAL CONTRIBUTION

Simultaneously with the closing upon the purchase by a Purchaser hereunder, the Purchaser shall tender or cause to be tendered payable to the Association, a one-time, non-refundable fee in an amount equal to 12 months of assessment fees. Capital contribution fees shall increase simultaneously with each increase in monthly assessment fees. Capital Contributions shall be deposited in reserve accounts for the purpose of increasing the reserves and mitigating against the imposition of special assessments appertaining to capital improvements.

ARTICLE XXI

PETS

1. The only pets that are permitted in the West Lakes Community are as follows:
 - (a) The Owners of a home are limited to keeping no more than one (1) dog in the home, and the maximum weight of the dog is thirty (30) pounds at maturity; and
 - (b) The Owners of a home are permitted to have common domestic indoor cats; small pet birds; and tropical fish. The keeping of pets shall be subject to this Article XX and any rules and regulations of the Association. Pets shall not be kept, bred or maintained for any commercial purpose.
2. Owners shall properly register all dogs, including existing dog, with the Association, by the time limits established by the Board. Such registration shall require Owners to provide the Association with relevant, descriptive information regarding all dogs residing in their home by completing a registration form created by the Association, and if required, submitting other information required by the Association including a photograph.
3. Tenants and guests are permitted to bring a dog or cat to West Lakes so long as the one dog limit, the dog weight restriction, and all other restrictions on pets are not violated. Further, any dog staying in a residence must be registered with the Association. Owners shall be held responsible for guests complying with the restrictions in this section and any registration requirements.
4. The owner or other person walking the pet shall leash and control the pet when outside the home and shall walk the pet at the curb. The Owner and other person walking the pet shall immediately clean up after the pet and properly dispose of the pet's fecal matter in a plastic bag placed in the garbage receptacle of the home where the pet resides. The Owner or other person walking the pet shall carry a plastic bag or other receptacle for proper disposal of the pet's fecal matter at all times while walking the pet.
5. All pets must be properly housed within the permanently enclosed air conditioned living space of the residence.
6. Pets shall not be left unattended on the screened patio or fenced in area unless the Owner or a responsible adult is at home. Kennels are not allowed. Pets shall not be housed or tied in any manner outside of, or underneath an owner's coach.
7. Pets are not allowed in or around the swimming pool, recreation areas, laundry room or clubhouse.

8. Owners shall not allow a pet to create a nuisance or become a nuisance as may be determined by the Board of Directors in the Board's sole discretion. The term nuisance in this paragraph shall include but not be limited to aggressive behavior and disturbances to other residents by barking, howling and other sounds, or failing to control the pet. Further, the owner(s) of the residence where a pet resides shall properly maintain the pet's living conditions in the home to prevent an unsanitary condition from developing.

9. If a pet becomes a nuisance as may be determined by the Board of Directors of the Association in the Board's sole discretion or if the Owner repeatedly fails to abide by this rules regarding pets, then the Owner shall permanently remove the pet from the Lot and the West Lakes community. This remedy is in addition to all other remedies available to the Association.

10. It shall be the responsibility of the Lot Owner to ensure that all local, city, county, state and federal laws, ordinances and other regulations promulgated by such governmental authorities are strictly complied with concerning such pet or pets, including but not limited to proper vaccinations, registering with local agencies, and registering the pets with the Association.

11. Feeding of feral cats is prohibited.

12. The Owners of the home where the pet is kept or is staying shall be strictly liable if the pet caused injury to a person in or near the West Lakes Community. The Owners of the home where the pet is kept or is staying shall indemnify and hold the Association harmless against any and all claims, liabilities, demands, debts, obligations, Costs and expenses (including all attorneys' fees and costs at all levels trial and appellate) Which may be sustained by or asserted against the Association and/or the members of its Board of Directors because of the act of the pet committed in or near the West Lakes Community.

(Articles XIV, XV, XVI, XVII were added March 29th, 2007, and Articles XVIII, XIX XX were added April 30th, 2009 and all legally approved by a majority of the Stockholders.)

(Article XX was added and all legally approved by a majority of the Stockholders.)



This instrument was prepared by
and should be returned to:
Robert B. Burr, Esq.
St. John, Core & Lemme, P.A.
1601 Forum Place, Suite 701
West Palm Beach, FL
Return Document via will call box #110

CFN 20090160005
OR BK 23227 PG 0113
RECORDED 05/12/2009 15:45:40
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0113 - 122; (10pgs)

**CERTIFICATE OF AMENDMENT
TO THE ARTICLES OF INCORPORATION AND BYLAWS OF
WEST LAKES OF BOCA RATON, INC.**

THIS CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION AND BYLAWS OF WEST LAKES OF BOCA RATON, INC. is made this 1st day of MAY, 2009 by WEST LAKES OF BOCA RATON, INC. ("Association").

WITNESSETH:

WHEREAS, the Articles of Incorporation and Bylaws of the Association were filed with the Florida Secretary of State and were also recorded commencing at Official Records Book 10183, Page 619 of the Public Records of Palm Beach County, Florida, and established covenants running with the land therein described.

NOW, THEREFORE, the President and Secretary of the Association hereby certify that:

1. The Amendments to the Articles of Incorporation and Bylaws attached hereto as Exhibit "A" have been properly and duly approved and adopted at an Annual Members Meeting conducted on March 16, 2009, as that meeting was recessed and reconvened. Further, the attached Amendments have been properly and duly approved by the Board of Directors. The Association has properly approved and adopted the Amendments attached hereto as Exhibit "A" pursuant to the provisions of the Articles of Incorporation and Bylaws.
2. The Amendments attached hereto as Exhibit "A" shall run with the real property subject to the Articles of Incorporation and Bylaws and shall be binding on all Members of the Association and all parties having any right, title or interest in the real property subject to the Articles of Incorporation and Bylaws, their heirs, successors and assigns, and shall inure to the benefit of each Association Member.

Certificate of Amendment to the
Articles of Incorporation and Bylaws of
West Lakes of Boca Raton, Inc.

IN WITNESS WHEREOF, the undersigned have set their hand and seal this
7th day of MAY, 2009.

Witnesses (as to both):

WEST LAKES OF BOCA RATON, INC.

[Signature]

Signature

ALDAS BOILEAU

Print Name

By: H.F. Govoni

Harold Govoni

Association President

[Signature]

Signature

ALDAS BOILEAU

Print Name

Attest: [Signature]

Carolyn Cilla

Association Secretary

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 7th day of May
2009, by Harold Govoni as President and Carolyn Cilla as Secretary of the WEST
LAKES OF BOCA RATON, INC., a Florida not-for-profit corporation, on behalf of the
Corporation. They are personally known to me or have produced _____
as identification.

Cynthia L. Boger
NOTARY PUBLIC, State of Florida

NOTARY PUBLIC-STATE OF FLORIDA
Cynthia L. Boger
Commission #DD656902
Expires: MAR. 29, 2011
BONDED THRU ATLANTIC BONDING CO., INC.

This instrument was prepared by:

Steven I. Greenwald, Esq.
Law Offices of Steven I. Greenwald, P.A.
6971 N. Federal Highway, Suite 105
Boca Raton, Florida 33487

**CERTIFICATE OF AMENDMENT TO
THE ARTICLES OF INCORPORATION OF
WEST LAKES OF BOCA RATON, INC.**

WE HEREBY CERTIFY THAT the attached Amendment to the Articles of Incorporation, an Exhibit to the Certificate of Incorporation of West Lakes of Boca Raton, Inc., as recorded in Official Records Book 2413 at Page 223 of the Public Records of Palm Beach County, Florida was duly adopted in the manner provided in the Condominium Documents, at a meeting held on March 15, 2021.

IN WITNESS WHEREOF, we have affixed our hands this 18 day of March, 2021, at Boca Raton, Palm Beach County, Florida.

WITNESSES AS TO BOTH SIGNATORIES

WEST LAKES OF BOCA RATON, INC.

Donna R. Sanders
Print: DONNA R. SANDERS

By: Judi Brightly
Judi Brightly, Secretary
8279 E. Club Road, Boca Raton, FL 33433

Bernard F. Dickman
Print: BERNARD F. DICKMAN

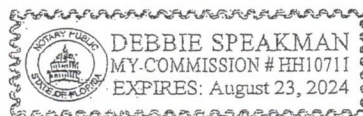
By: Janet Jefford
Janet Jefford, President
8279 E. Club Road, Boca Raton, FL 33433

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 18th day of March, 2021 by Judi Brightly, as Secretary and Janet Jefford, as President of West Lakes of Boca Raton, Inc., a Florida not-for-profit corporation, and appeared personally before me, are personally known to me for produced _____ as identification.

Debbie Speakman
Notary Public, State of Florida

My Commission Expires: 8/23/24



FILED
21 MAR 24 AM 9:24
CLERK OF STATE
PALM BEACH COUNTY, FLORIDA

ARTICLES OF INCORPORATION
FOR
WEST LAKES OF BOCA RATON, INC.
(A COOPERATIVE HOUSING CORPORATION)
PALM BEACH COUNTY, FLORIDA

"ARTICLE XX CAPITAL CONTRIBUTION. Simultaneously with the closing upon the purchase by a Purchaser hereunder, the Purchaser shall tender or cause to be tendered payable to the Association, a one-time, non-refundable fee in an amount equal to 12 months of assessment fees. Capital Contribution fees shall increase simultaneously with each increase in monthly assessment in order that the amount of capital contribution shall always equal 12 months of assessment fees. Capital Contributions shall be deposited in reserve accounts for the purpose of increasing the reserves and mitigating against the imposition of special assessments appertaining to capital improvements.