

AMENDMENT TO DECLARATION OF CONDITIONS,  
 COVENANTS, RESTRICTIONS AND RESERVATIONS  
 AFFECTING PROPERTY LOCATED IN SANDALFOOT COVE

THIS AMENDMENT made this 3 day of December, 2024, by SANDALFOOT COVE ONE HOMEOWNER'S ASSOCIATION, INC., (herein, Association), a not-for-profit Florida Corporation, hereinafter referred to as Owners.

WHEREAS, the Declaration of Conditions, Covenants, Restrictions And Reservations Affecting Property Located In Sandalfoot Cove, (herein, "Declaration"), dated June 12, 1969, was recorded on June 12, 1969, in O.R. Book 1729, Page 285 et seq., of the Public Records of Palm Beach County, Florida, and were subsequently preserved pursuant to Chapter 712, Fla. Stat. By Cove Club Investors, Ltd., with a Notice Pursuant To Marketable Record Title Act Section 712.01 Et. Seq., Florida Statutes, on May 11, 1999, in O.R. Book 11099, Page 1973, of the Public Records of Palm Beach County, Florida;

WHEREAS, the members of the Association desired amendments to provisions of the Declaration which provisions required every residential lot owner to pay the Developer or the Developer's assignee for garbage removal, lawn maintenance care, and irrigation;

WHEREAS, the members voted at a meeting of members on December 3, 2024, to amend the Declaration to eliminate this requirement, and to amend the Declaration, and the Articles of Incorporation and Bylaws of the Association, to permit the Association to select a vendor or vendors of its choice to provide lawn maintenance, landscaping, and irrigation care and any related services or equipment, and to include the cost for the same in the Association budget and the assessments being paid by the residential lot owners to the Association.

WHEREAS, the members voted to delete the reference to garbage removal in the Declaration as this service is not provided by the Developer or Developer's assignee.

NOW THEREFORE, in consideration of the premises, it is provided as follows:

1. Changes to the wording of the Original Declaration, or to already filed Amendments to the Declaration, are denoted by **strike-throughs (deletions) or underlines (additions)**.
2. The following clause is added to the introductory clauses of the Declaration, as the third Whereas clause:

WHEREAS, SANDALFOOT COVE ONE HOMEOWNER'S ASSOCIATION, INC., (herein, "ASSOCIATION") was incorporated on March 14, 2006, pursuant to the Final Judgment of the Court entered on June 29, 2005, in the matter of Lemieux, et al., v. Cove Club Investors, Ltd., et al, Case No. 2004CA011883 In The Circuit Court of the Fifteenth Judicial Circuit In and For Palm

Beach County, Florida, which amended this Declaration to create a committee whose members were to be chosen from the community by the property owners within Sandalfoot Cove One to enforce the deed restrictions in the Declaration for the betterment of the entire community, directed Cove Club Investors, Ltd., to transfer its power, authority and any obligation it might have to enforce the deed restrictions in paragraphs 1 through 3 of the Declaration to the committee, and permitted the committee of property owners so formed to transfer its authority to enforce the deed restrictions to an owners' association.

3. Article 3, Section (d), of the Declaration, is amended as follows:

(d) No fence shall be erected on any lot or any portion thereof, without the written approval of the GRANTOR'S ASSOCIATION'S Architectural Control Committee first had and obtained. With respect to the location of fences, and approval thereof, consideration shall be given to the lawn maintenance provisions hereinafter set forth, whereby the GRANTOR ASSOCIATION will provide lawn maintenance, including the mowing of all lots. No fence, hedge or landscaping features shall be placed or maintained on any lot so as to obstruct or hinder the mowing of all lots in each block as a unit by the power mowing equipment.

4. Article 4, Section (d), of the Declaration, is amended as follows:

(d) ~~The GRANTOR ASSOCIATION, its successors and assigns shall provide to each residential lot owner general lawn maintenance, landscaping and irrigation services, including periodic mowing, watering and fertilizing of lawns, and periodic garbage pick-up service. No trimming or pruning of hedges, trees or bushes may shall be included in said lawn maintenance, landscaping and irrigation services, as the Board of the ASSOCIATION may determine, in its discretion. Said maintenance shall be provided by the GRANTOR ASSOCIATION at such intervals as GRANTOR the Board of the ASSOCIATION may deem necessary and convenient. In connection therewith, there is hereby reserved by GRANTOR by the ASSOCIATION the right to enter upon each and every residential lot for the purpose of providing such lawn maintenance, landscaping and irrigation and garbage pick-up services. Each lot owner (their successors, assigns and remote grantees), by the acceptance of his deed, agrees to accept said services to be performed by GRANTOR ASSOCIATION, and agrees to pay GRANTOR ASSOCIATION for said services as part of the GENERAL ASSESSMENTS (DUES) as budgeted and assessed as provided in the By-Laws of the ASSOCIATION. the sum of \$17.00 per month, payable in advance on the first day of each and every month. At the end of the first year of providing such services by the GRANTOR to all residential lots located within the land described in the Plat above referred to, said fee may be adjusted by the GRANTOR, based upon the GRANTOR'S experience in providing such services, and thereafter, said lawn maintenance and garbage pick-up fee shall be adjusted annually (upwards or downwards) based upon the cost of living index kept and provided by the Bureau of Labor Statistics of the United States Department of Labor, entitled "Consumer's Price Index - U.S. Average, All Items in Commodity Groups", or such other governmental agency of the United States as may keep said cost of living index, as successor to the Department of Labor; provided, however, that the GRANTOR may increase said lawn maintenance and garbage pick-up fee not more than two (2) times the increase reflected by said Consumers' Price Index in any given year. The "base year" in determining any such cost of living adjustments in the lawn maintenance and garbage pick-up fee~~

shall be the year following the first full year of the providing of such services to all residential lots located within the land described in the plat above referred to.

5. Article 4, Section (e), of the Declaration, is amended as follows:

(e) In the event that any lot owner shall fail to pay the lawn maintenance, landscaping and irrigations services fee and garbage collection fee hereinabove provided to be paid in the manner and at the time hereinabove provided, and as more specifically stated in the By-Laws of the ASSOCIATION, then the GRANTOR ASSOCIATION shall have a lien against the defaulting owner's lot, to secure payment of delinquents fees, and all interest, late fees, and reasonable costs and attorney's fees for collection, which lien may be recorded in Public Records against the lot and may be foreclosed in the State of Florida; provided, however, that such lien for the delinquent lawn maintenance, landscaping and irrigations services and garbage collection fees shall never be superior to the lien created by any first mortgage held by a national or state commercial bank, a federal or state savings and loan association, or an insurance company.

6. Article 4, Section (f), of the Declaration, is amended as follows:

(f) No residential lot owner shall be excused from the payment of the recreation fee or the lawn maintenance, landscaping and irrigations services and garbage collection fee above provided because of failure to use the facilities of the Sandalfoot Golf and Country Club and related recreation facilities, or because any such residential lot owner shall have voluntarily provided his own lawn maintenance, landscaping and irrigation services, or garbage collection, or any part thereof.

7. Article 4, Section (h), of the Declaration, is amended as follows:

(h) GRANTOR ASSOCIATION may retain or contract with any person, firm or corporation of its choosing, as determined by the Board of Directors of the ASSOCIATION, in its discretion, at its option, assign its right to provide the lawn maintenance, landscaping and irrigation and garbage collection services above described, to any person, firm or corporation of its choosing, and in the event of such an assignment (which shall be recorded among the Public Records of Palm Beach County, Florida), GRANTOR'S assignee shall have the right to enforce the lawn maintenance and garbage collection fee lien as hereinabove provided, and shall assume the obligations of GRANTOR contained in paragraph 4(d) above. GRANTOR may also elect, at its option, to sell or lease the recreation facilities hereinabove referred to, including the golf course, club house, pools and other facilities comprising the Sandalfoot Golf and Country Club, to any such other person, firm or corporation, provided that any such sale or lease shall make provisions for the use of such recreation facilities by the residential lot owners as hereinabove set forth, and in the manner hereinabove set forth. In such event, the GRANTOR'S transferee, grantee or lessee (as the case may be), shall have the right to collect the recreation fee and right to enforce the lien for nonpayment of same as hereinabove provided. Any such conveyance, transfer or lease shall be made by an instrument recorded among the Public Records of Palm Beach County, Florida.

8. Article 6, of the Declaration, is amended as follows:

6. Each of the Conditions, Covenants, Restrictions and Reservations hereinabove set forth, shall continue and be binding upon GRANTOR and upon its successors and assigns, and upon each of them, and all parties and persons claiming under them, for a period of thirty (30) years from the 12<sup>th</sup> day of June, 1969, and automatically thereafter, for successive periods of twenty-five (25) years each, unless terminated prior thereto by GRANTOR ASSOCIATION.

9. Article I, Section 3, of the By-Laws, is amended as follows:

Section 3. TO ENCOURAGE BEAUTIFICATION of each parcel in Section One and other areas of Sandalfoot Cove, including the maintenance of the lawns, landscaping and irrigation within Section One of Sandalfoot Cove.

10. Article II, Section 4, of the By-Laws, is amended as follows:

Section 4. Assessment Authority. The Association through its Board of Directors, shall have the power and authority to make and collect General Assessment (Dues). General Assessment (Dues) shall be determined annually through the budgeting process for the purpose of maintenance and management of the Association, for the purpose of providing lawn maintenance, landscaping and irrigation services to all Lots and to the community and to purchase or install any equipment needed to provide such services, and for the purpose of promoting the health, safety and welfare of the Owners. All Lots shall be assessed equally for (Dues) General Assessments.

Special Assessments cannot be authorized or collected by the Board of Directors without the approval of 2/3 of the Members in good standing present or by proxy from Members in good standing at a regular or special meeting of the Members, provided a quorum exists at such meeting.

11. Article II, Section 4.1, of the By-Laws, is amended as follows:

#### Section 4.1 Assessments

All Assessment installments shall be collected by the Association. Any assessment installment which is not paid when due will be delinquent. If an assessment installment is not paid within ~~fifteen (15)~~ thirty (30) days after the due date, the lot owner shall be subject to a late fee of twenty-five dollars (\$25.00) for each installment which is delinquent. The Association may record a lien against the Lot and may bring legal action, in accordance with Florida Statutes, Section 720.3085, against the Owner personally obligated to pay the assessments and/or foreclose the lien against the property, and interest, late fees, costs and reasonable attorneys' fees incurred by the Association in connection with collection shall be added to the amount of such assessment and may be included in the lien. Interest shall be due and payable on any Assessment not paid within ~~15~~ thirty (30) days after the due date, from the due date until paid, at the highest allowable rate permitted by Florida law, or a lesser amount if approved by the Board. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of or abandonment of his or her Lot, or by voluntarily providing his or her own lawn maintenance, landscaping or irrigation services on his or her Lot.

12. Article II, is amended by adding Section 5, to the By-Laws, as follows:

Section 5. Lawn Maintenance, Landscaping and Irrigation Authority. The Association through its Board of Directors, shall have the power and authority to provide lawn maintenance, landscaping and irrigation services to the Lots and to the community, and to purchase or install any equipment needed to provide such services. The Board, on behalf of the Association, shall have the authority to negotiate and enter into any contracts, with persons or companies as shall be determined within the discretion of the Board, to provide lawn maintenance, landscaping and irrigation services to the Lots and to the community, and to purchase or install any equipment needed to provide such services. The costs of such services or equipment shall be included in Association's annual budget and shall be collected as part of the General Assessments (Dues) of the Association.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 3 day of December, 2024.

Witnesses:

[Signature]  
James Calderazzo  
(Print Name)  
10423 St. Germain Ct  
(Witness Address) Wellington FL 33449

[Signature]  
Ivan Colas  
(Print Name)  
1761 SW 65 Ave  
(Witness Address) Boca Raton

[Signature]  
James Calderazzo  
(Print Name)  
10423 St Germain Ct  
(Witness Address) Wellington FL 33449

[Signature]  
Ivan Colas  
(Print Name)  
1761 SW 65 Ave  
(Witness Address) Boca Raton

SANDAL FOOT COVE ONE  
HOMEBOWNER'S ASSOCIATION, INC.

[Signature]  
Antonio Barrios, President

[Signature]  
MAYTE BARROS, Secretary

STATE OF FLORIDA )  
 ) ss  
COUNTY OF PALM BEACH )

I HEREBY CERTIFY that this day in the State and County last aforesaid, the foregoing instrument was sworn to and subscribed before me, by means of  physical presence or  online notarization, by Antonio Barros, **President**, to me well known or who produced as identification \_\_\_\_\_, and known to me to be such officer of **SANDALFOOT COVE ONE HOMEOWNER'S ASSOCIATION, INC.**, described in and who executed the foregoing Certification and he acknowledged then and there before me that he executed said Certification or the purposes therein contained.

WITNESS my hand and official seal this 3<sup>rd</sup> day of December, 2024.

My commission expires:  
**Vanessa DeBortoli**  
Notary Public  
State of Florida  
Comm# HH138069  
Expires 6/4/2025



[Signature]  
Vanessa De Bortoli  
(Print Name)  
Notary Public, State of Florida  
Commission Number HH138069

STATE OF FLORIDA )  
 ) ss  
COUNTY OF PALM BEACH )

I HEREBY CERTIFY that this day in the State and County last aforesaid, the foregoing instrument was sworn to and subscribed before me, by means of  physical presence or  online notarization, by Mayte Barros, **Secretary**, to me well known or who produced as identification \_\_\_\_\_, and known to me to be such officer of **SANDALFOOT COVE ONE HOMEOWNER'S ASSOCIATION, INC.**, described in and who executed the foregoing Certification and she acknowledged then and there before me that she executed said Certification for the purposes therein contained.

WITNESS my hand and official seal this 3<sup>rd</sup> day of December, 2024.

My commission expires:  
**Vanessa DeBortoli**  
Notary Public  
State of Florida  
Comm# HH138069  
Expires 6/4/2025



[Signature]  
Vanessa DeBortoli  
(Print Name)  
Notary Public, State of Florida  
Commission Number HH138069

This Instrument Prepared By:  
KAREN M. SULLIVAN, ESQ.  
1560 Sawgrass Corporate Pkwy, Suite 451  
Sunrise, FL 33323  
Eml: kmsullivanpa@gmail.com  
Tel: (954) 977-4004

2024-258\governingdocuments\certofamd.2declar

32454 K

JUN 12 11 05 AM '69

THIS INSTRUMENT WAS PREPARED BY  
STAN MYERS GENERAL  
(NAME) CONVY  
1150 S.W. FIRST STREET  
(ADDRESS)  
MIAMI, FLA  
(CITY AND STATE)

DECLARATION OF CONDITIONS, COVENANTS, RESTRICTIONS AND  
RESERVATIONS AFFECTING PROPERTY LOCATED IN  
SANDALFOOT COVE

THIS DECLARATION made this 12th day of June, 1969,  
by UNITED UTILITIES CORP. OF FLORIDA, a Florida Corporation, herein-  
after called "GRANTOR";

WITNESSETH:

WHEREAS, the GRANTOR is the owner of all of the real property  
known as SANDALFOOT COVE, SECTION ONE, as the same is shown on  
the Plat thereof, recorded in Plat Book 28 at Pages 225-6 of the Public  
Records of Palm Beach County, Florida, all situate, lying and being in Palm  
Beach County, Florida; and

WHEREAS, GRANTOR is desirous of subjecting said real property  
to the conditions, covenants, restrictions and reservations hereinafter set  
forth, each and all of which is and are for the benefit of said property and  
for each owner thereof and for the GRANTOR, and each and all of which  
shall inure to the benefit of and pass with said property and each and every  
parcel thereof, and shall apply to and bind the successors in interest of any  
owner thereof and shall constitute covenants running with the land,

NOW, THEREFORE, the GRANTOR does hereby declare that the  
real property described in and encompassed by the above Plat is and shall  
be held, transferred, sold, conveyed and occupied subject to the conditions,  
covenants, restrictions and reservations hereinafter set forth:

1. SANDALFOOT COVE, Section ONE shall be a mobile/modular  
home community. Each and every mobile/modular home placed or installed upon  
any lot within SANDALFOOT COVE, Section ONE shall:

(a) be of a width of not less than twelve (12) feet;

5645 Margate Blvd,  
P.O. Box 33063

12-00

-1-

THIS INSTRUMENT WAS PREPARED BY  
UNITED UTILITIES CORP.  
(NAME)  
5645 MARGATE BLVD  
(ADDRESS)  
MARGATE FLA  
(CITY AND STATE) 33063

(b) be inspected and approved as to age, appearance, condition and structural standards, by the GRANTOR'S Architectural Control Committee;

(c) be installed on the lot only by the authorized installation agency appointed by the GRANTOR, and in the manner designated by the GRANTOR. ("Installation" as used in this subparagraph shall include, but not be limited to, levelling, blocking, tying down, removal or masking of hitch, skirting, and installation of an approved set of steps.)

2. No addition, add-on or accessory shall be placed upon any lot, or in or upon any mobile/modular home, without the written approval of the GRANTOR'S Architectural Control Committee.

3. With respect to each residential lot:

(a) No structure, add-on or accessory may be placed thereon without the written consent and approval of the GRANTOR'S Architectural Control Committee as to location, position, set-back and architectural quality. In considering whether to grant such approval, the GRANTOR'S Architectural Control Committee shall consider, among other things, the general aesthetic appearance of any such structure, add-on or accessory, its effect upon neighboring lot owners, and its effect upon the SANDALFOOT COVE community, as a whole.

(b) No mobile/modular home, structure, add-on or accessory shall be placed or erected on any lot closer than fifteen feet (15') from the front property line, ten feet (10') from the rear property line, or six feet (6') from either side property line, except that with respect to corner lots, the minimum side set-back on a secondary street, shall be fifteen feet (15'). On any irregularly shaped lot having less than a sixty foot (60') frontage, no mobile/modular home, structure, add-on or accessory shall be closer to the front lot line than an imaginary line at which the lot width measures sixty feet (60'), and in no event closer than fifteen feet (15') to the front lot line.

(c) No mobile homes, structures, add-ons, accessories or obstructions of any type or nature shall be placed within a canal easement as shown on the aforesaid Plat, except for docks approved in writing as to design and location, by the GRANTOR'S Architectural Control Committee.

(d) No fence shall be erected on any lot or any portion thereof, without the written approval of the GRANTOR'S Architectural Control Committee first had and obtained. With respect to location of fences, and approval thereof, consideration shall be given to the lawn maintenance provisions hereinafter set forth, whereby the GRANTOR will provide lawn



maintenance, including the mowing of all lots. No fence, hedge or landscaping features shall be placed or maintained on any lot so as to obstruct or hinder the mowing of all lots in each block as a unit by power mowing equipment.

(e) No clotheslines or clothes poles may be placed on any lot, except for one "umbrella-type" clothes pole for each lot which shall be placed in the rear of the lot in such manner that it shall not be visible from any street, and such umbrella-type clothes pole shall be removed when not in use.

(f) GRANTOR has made provision for a storage area for boats, boat trailers, travel trailers, campers and the like, and all boats, boat trailers, campers, travel trailers and the like shall be stored within the area provided by GRANTOR and at such storage charges as may be established by GRANTOR from time to time. No boat, boat trailer, travel trailer, camper or the like, may be stored or kept upon any residential lot, except that with respect to waterfront lots, any owner thereof may keep and store any boat owned by him in the canal immediately adjacent to his lot or at a boat dock erected at the canal bank (and approved by GRANTOR'S Architectural Control Committee), or drawn up upon the canal bank within the owner's lot.

(g) No derelict automobiles or trash of any description shall be kept upon any lot. All refuse shall be kept in containers of a type approved by GRANTOR'S Architectural Control Committee and located upon all lots as specified by said Committee. No automobile repair work shall be conducted upon any residential lot, except for emergency minor repairs, such as the changing of flat tires.

(h) No signs of any type or nature whatsoever may be erected or displayed on any lot without the prior written approval of the Architectural Control Committee of the GRANTOR, except that small signs setting forth the owner's street address shall be permitted.

(i) The following lots are designated as residential lots which shall not be used for any purpose other than the housing of one single family:

ALL LOTS IN SECTION ONE

(j) No animals, livestock or poultry of any kind shall be kept, raised or bred on any residential lot, except that aquarium fish and caged non-talking birds shall be permitted to be kept on a residential lot.

(k) No person under the age of eighteen (18) years shall be permitted to occupy any residential lot, or be an occupant thereof; provided that persons under the age of eighteen (18) years shall be permitted to visit owners or occupants for not more than two (2) week periods in any twelve (12) month consecutive period. There shall be a minimum of a one (1) month interval between each of said two (2) week visits.

4. The following provisions with respect to lot maintenance and the recreation facilities shall prevail as to each residential lot owner and are hereby imposed as to each residential lot:

(a) Every residential lot owner, or prospective residential lot owner, must be approved in writing by the membership committee of the Sandalfoot Gold and Country Club, and such written approval, in recordable form, shall be a condition precedent to the passing of title of any residential lot, including the passage of title from the GRANTOR to its immediate grantees, from the GRANTOR'S immediate grantees to their grantees, and to all future and remote grantees, and all grantees, by their acceptance of deeds from their respective grantors, consent to these provisions and agree to be bound hereby. No prospective owner of a lot shall be denied approval for membership in the Sandalfoot Golf and Country Club because of race, creed, religion or national origin, but, in considering a prospective member's application for membership in the Sandalfoot Golf and Country Club, the membership committee shall consider the credit reputation, moral reputation, and financial stability of each such applicant, to the end that membership in the Sandalfoot Golf and Country Club shall be limited to persons enjoying a reputation of good moral character and sound financial responsibility.

(b) Each and every lot owner, by acceptance of the deed conveying title to his lot, covenants and agrees to pay to the GRANTOR, as owner and operator of the Sandalfoot Golf and Country Club, a monthly recreation fee of \$15.00 per month, payable in advance on the first day of each and every month. The recreation fee established above may be adjusted by the GRANTOR at the end of the first year of the GRANTOR'S full operation of all recreational facilities and services contemplated to be owned and operated by the GRANTOR in the Sandalfoot Cove community, based upon the experience incurred by GRANTOR in operating said facilities. Said recreation fees shall thereafter be adjusted annually in such manner that it will be increased or decreased in accordance with changes in the cost of living index kept and provided by the Bureau of Labor Statistics of the United States Department of Labor, entitled "Consumers' Price Index - U. S. Average, All Items in Commodity Groups", or such other

governmental agency of the United States as may keep said cost of living index, as successor to the Department of Labor. Based upon said index, GRANTOR shall adjust said recreation fee annually, provided that the GRANTOR may not increase the recreation fee by more than one and one-half (1½) times the Consumers' Price Index increase in any given year. The "base year" in determining cost of living adjustments in the recreation fee shall be the year following the first full year of operation of all recreation facilities and services contemplated to be operated by GRANTOR in the Sandalfoot Cove community. In this connection, the term "Sandalfoot Cove Community" shall include not only the lands set forth in the Plat to which these Conditions, Covenants, Restrictions and Reservations apply, but also the lands adjacent thereto, presently owned by GRANTOR and designated or to be designated for development as a part of the Sandalfoot Cove mobile/modular home community.

(c) In the event that any lot owner shall fail to pay the recreation fee hereinabove provided to be paid in the manner and at the time hereinabove provided, then the GRANTOR shall have a lien against the defaulting owner's lot to secure the payment of delinquent recreation fees, which lien may be foreclosed in the same manner as mortgage liens may be foreclosed in the State of Florida; provided, however, that such lien for delinquent recreation fees shall never be superior to the lien created by any first mortgage held by a national or state commercial bank, a federal or state savings and loan association, or an insurance company.

(d) The GRANTOR, its successors and assigns shall provide to each residential lot owner general lawn maintenance services, including periodic mowing, watering and fertilizing of lawns, and periodic garbage pick-up service. No trimming or pruning of hedges, trees or bushes shall be included in said lawn maintenance. Said maintenance shall be provided by GRANTOR at such intervals as GRANTOR may deem necessary and convenient. In connection therewith, there is hereby reserved by GRANTOR the right to enter upon each and every residential lot for the purpose of providing such lawn maintenance and garbage pick-up service. Each lot owner (their successors, assigns and remote grantees), by the acceptance of his deed, agrees to accept said services to be performed by GRANTOR, and agrees to pay GRANTOR the sum of \$ 17.00 per month, payable in advance on the first day of each and every month. At the end of the first year of the providing of such services by the GRANTOR to all residential lots located within the land described in the Plat above referred to, said fee may be adjusted by the GRANTOR, based upon the GRANTOR'S experience in providing such services, and thereafter, said lawn maintenance and garbage pick-up fee shall be adjusted annually (upward or downward) based upon the cost of living index kept and provided by the Bureau of Labor Statistics of the United States Department of Labor, entitled "Consumers' Price Index - U.S. Average, All Items in Commodity Groups", or such other governmental agency of the United States as may keep said cost of living index, as successor to the Department of Labor; provided, however, that the GRANTOR

may increase said lawn maintenance and garbage pick-up fee not more than two (2) times the increase reflected by said Consumers' Price Index in any given year. The "base year" in determining any such cost of living adjustments in the lawn maintenance and garbage pick-up fee shall be the year following the first full year of the providing of such services to all residential lots located within the land described in the plat above referred to.

(e) In the event that any lot owner shall fail to pay the lawn maintenance fee and garbage collection fee hereinabove provided to be paid in the manner and at the time hereinabove provided, then the GRANTOR shall have a lien against the defaulting owner's lot, to secure the payment of delinquent fees, which lien may be foreclosed in the State of Florida; provided, however, that such lien for delinquent lawn maintenance and garbage collection fees shall never be superior to the lien created by any first mortgage held by a national or state commercial bank, a federal or state savings and loan association, or an insurance company.

(f) No residential lot owner shall be excused from the payment of the recreation fee or the lawn maintenance and garbage collection fee above provided because of failure to use the facilities of the Sandalfoot Golf and Country Club and related recreation facilities, or because any such residential lot owner shall have voluntarily provided his own lawn maintenance or garbage collection, or any part thereof.

(g) It is further provided that the Sandalfoot Golf and Country Club and all recreation facilities related thereto and provided by GRANTOR in the Sandalfoot Cove community, shall be owned and operated by GRANTOR, and that in addition to the recreation fee above set forth and provided, the GRANTOR shall be entitled to receive additional fees for services provided and products sold, such as, for example, rental fees for golf carts, greens fees, locker fees, food and beverage services, and the like. Said additional charges shall be rendered only for services actually performed and goods or products actually sold.

(h) GRANTOR may, at its option, assign its right to provide the lawn maintenance and garbage collection services above described, to any person, firm or corporation of its choosing, and in the event of such an assignment (which shall be recorded among the Public Records of Palm Beach County, Florida), GRANTOR'S assignee shall have the right to enforce the lawn maintenance and garbage collection fee lien as hereinabove provided, and shall assume the obligations of GRANTOR contained in paragraph 4(d) above. GRANTOR may also elect, at its option, to sell or lease the recreation facilities hereinabove referred to, including the golf course, club house, pools and other facilities comprising the Sandalfoot Golf and Country Club, to any such other person, firm or corporation, provided that any such sale or lease shall make such provisions for the use of such recreation facilities by the residential lot owners as hereinabove set forth, and in the manner hereinabove set forth. In such event, the GRANTOR'S transferee, grantee or lessee (as the case may be), shall have the right to collect the recreation fee and the right to enforce the lien for non-payment of same as hereinabove provided. Any such conveyance, transfer or lease shall be made by an instrument recorded among the Public Records of Palm Beach County, Florida.

5. These Conditions, Covenants, Restrictions and Reservations are imposed in order to insure proper use and appropriate development and improvement of each residential lot and of the Sandalfoot Cove community as a whole; to protect the owners of all such lots against improper use of surrounding lots; to insure adequate and reasonable development of the property; and to protect the interest of the GRANTOR in the Sandalfoot Golf and Country Club and the recreation facilities hereinabove described, as well as the right of the GRANTOR to provide lawn maintenance and garbage collection services and to be compensated therefor.

6. Each of the Conditions, Covenants, Restrictions and Reservations hereinabove set forth shall continue and be binding upon the GRANTOR and upon its successors and assigns, and upon each of them, and all parties and persons claiming under them, for a period of thirty (30) years from the 12th day of June, 1968, and automatically thereafter, for successive periods of twenty-five (25) years each, unless terminated prior thereto by GRANTOR.

7. The covenants herein set forth shall run with the land and bind the present owners, their heirs, successors and assigns, and all parties claiming by, through or under them shall be taken to hold, agree and covenant with the owners of said residential lots, their successors and assigns, and with each of them, to conform to and observe all of said Conditions, Covenants, Restrictions and Reservations.

8. The failure of the GRANTOR or any of its grantees, successors or assigns, or the owner of any lot or lots affected hereby, to enforce any of the Conditions, Covenants, Restrictions and Reservations herein set forth, at the time of its violation, shall in no event be deemed a waiver of the right to do so as to any subsequent violation. The violation of these Conditions, Covenants, Restrictions and Reservations shall not defeat nor render invalid the lien of any first mortgage made in good faith and for value.

9. The invalidation of any one of these Conditions, Covenants, Restrictions and Reservations or any part thereof, by Judgment, Court Order or otherwise, shall in no way affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the GRANTOR has hereunto set its

hand and seal and caused these presents to be executed by its  
President and attested by its Secretary, this 12th day of  
June, 1969.

Signed, Sealed & Delivered  
in the Presence of:

Walter Z. Gallacher  
Marjorie R. [unclear]

UNITED UTILITIES CORP. OF FLORIDA,  
a Florida Corporation

By William Roll President

Attest: Anthony L. Elia Secretary

(CORPORATE SEAL)



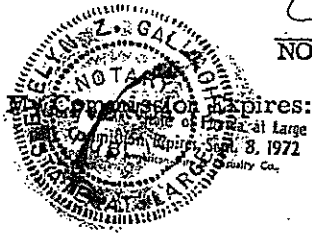
STATE OF FLORIDA  
COUNTY OF BROWARD : SS

BEFORE ME, the undersigned authority, duly authorized to  
administer oaths and take acknowledgments, this day personally appeared

WILLIAM ROLL and ANTHONY L. ELIA

as President and Secretary, respectively, of  
UNITED UTILITIES CORP. OF FLORIDA, a Florida Corporation, who,  
after being duly cautioned and sworn under oath, deposed and said that  
they have read and executed, on behalf of said corporation, the foregoing  
Declaration of Conditions, Covenants, Restrictions and Reservations  
Affecting Property Located in Sandalfoot Cove, for the purposes therein  
expressed, having full corporate authority so to do.

IN WITNESS WHEREOF, I have set my hand and official seal  
at the County and State above written, on the 12th day of JUNE  
1969.



Evelyn Z. Gallacher  
NOTARY PUBLIC, State of Florida at Large

9-8-72

131222 -

AGREEMENT

THIS AGREEMENT, made and entered into at Boca Raton, Florida on this 1st day of November, 1976, by and between Dan J. Ricker, Trustee ("Assignor") and Gelm, Inc., a Florida corporation ("Assignee"),

W I T N E S S E T H:

WHEREAS, the Assignor is the owner of the right to provide lawn maintenance and garbage collection service ("Subject Services") under the terms of "Declaration of Conditions, Covenants, Restrictions and Reservations Affecting Property Located in Sandalfoot Cove Section 1" (the "Declaration"), which instrument was dated June 12, 1969, recorded in Official Records Book 1729, Page 285, Public Records of Palm Beach County, Florida; and

WHEREAS, pursuant to the rights granted to the Assignor in the Declaration, the Assignor now desires to assign his rights with respect to the Subject Services to the Assignee and the Assignee desires to acquire those rights from the Assignor;

NOW THEREFORE, in consideration of ten dollars and other good and valuable considerations, each to the other in hand paid, receipt whereof is hereby acknowledged, the parties hereto agree as follows:

1. The Assignor hereby assigns his rights to provide the Subject Services to the Assignee and the Assignee in joining here assumes all of the Assignor's obligations with respect to the provision of the Subject Services as provided in the Declaration.

2. The Assignee holds the Assignor harmless from any and all rights, claims and demands which may arise after date hereof with respect to performance of the Subject Services, including any court costs and attorneys' fees incurred by the Assignor in defending any matter arising from such claims or otherwise.

3. The Assignor hereby reserves a lien interest in the rights here assigned as security for any liability which the

76 DEC 3 PM 2:57

160

1400 County Club Dr  
Boca Raton, Fla.  
33433

OFFICIAL RECORD 2612 PAGE 697

Prepared By: HOWARD SCHARLIN OF  
KATCHER AND SCHARLIN, ATTORNEYS AT LAW, FIRST NATIONAL BANK BUILDING, HIALEAH, FLORIDA 33012

Assignor may hereafter incur by reason of any right, claim or demand with respect to which the Assignee holds the Assignor harmless as described in the preceding paragraph. The lien here created is enforceable in all respects as a security interest under the Uniform Commercial Code of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the day and year first above written.

In the presence of:

Margaret Edwards  
As to Assignor  
Margaret Edwards  
As to Assignee

[Signature]  
Dan J. Ricker, Trustee

Gelm, Inc.  
By Carlisle Nathold

STATE OF FLORIDA  
COUNTY OF DADE

The foregoing instrument was acknowledged before me this December 1st, 1976 by Dan J. Ricker, Trustee.

[Signature]  
Notary Public, State of Florida  
My commission expires LARGE  
NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES JAN. 6, 1979  
BONDED THRU GENERAL INSURANCE UNDERWRITERS

STATE OF FLORIDA  
COUNTY OF DADE

The foregoing instrument was acknowledged before me this December 1st, 1976 by Carlisle Nathold as President of Gelm, Inc., a Florida corporation, on behalf of the corporation.

[Signature]  
Notary Public, State of Florida  
My commission expires LARGE  
NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES JAN. 6, 1979  
BONDED THRU GENERAL INSURANCE UNDERWRITERS

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





This Instrument prepared by,  
Record and Return to:

David D. Welch, Esquire ✓  
WELCH & FINKEL  
2401 East Atlantic Boulevard  
Suite 400  
Post Office Drawer 1839  
Pompano Beach, Florida 33061

**NOTICE PURSUANT TO MARKETABLE RECORD TITLE ACT**  
**SECTION 712.01 ET.SEQ., FLORIDA STATUTES**

**TO: THE OWNERS OF LAND LOCATED IN SANDALFOOT COVE, SECTION ONE, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 28, PAGES 225-6, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND ALL OTHER PERSONS WHO MAY CLAIM ANY RIGHT, TITLE OR INTEREST IN SAID LANDS BY, THROUGH, UNDER OR AGAINST SAID OWNERS.**

**YOU ARE HEREBY NOTIFIED THAT** pursuant to §§ 712.05-06, Florida Statutes, the conditions, covenants, restrictions and reservations contained in that certain Declaration of Conditions, Covenants, Restrictions and Reservations affecting property located in Sandalfoot Cove dated June 12, 1969, and recorded June 12, 1969 in Official Records Book 1729, Pages 285 through 292 of the Public Records of Palm Beach County, Florida (the "Declaration") are hereby preserved and protected for a period of thirty (30) years from the date of the filing of this Notice in the Public Records of Palm Beach County, Florida.

**THIS NOTICE** is filed for record in the Public Records of Palm Beach County, Florida, in accordance with § 712.05-06, Florida Statutes, for the purpose of preserving said conditions, covenants, restrictions and reservations from extinguishment by operation of the "Marketable Record title Act," § 712.01 et.seq., Florida Statutes (the "Act").

**PURSUANT** to § 712.06, Florida Statutes, the following information is provided.

**1) Name of Claimant:**

COVE CLUB INVESTORS, LTD., a Florida limited partnership, d/b/a Boca Dunes Golf and Country Club f/k/a Sandalfoot Golf & Country Club, successor to United Communities Corp., f/k/a United Utilities Corp. of Florida, a Florida corporation  
1400 Country Club Drive  
Boca Raton, Florida 33428.

**2) Conditions, Covenants, Restrictions and Reservations Preserved and Protected by this Notice:**

A copy of the Declaration containing the conditions, covenants, restrictions and reservations preserved and protected from extinguishment by this Notice is attached hereto as Exhibit "A."

3) Name and Post Office Address of Owners of Lands Affected by this Notice and Full and Complete Description of Said Lands:

The names and post office addresses of the Owners of the Lands affected by this Notice and the full and complete description of the said Lands are set forth in the attached Exhibit "B."

4) Claim Based upon Recorded Instrument containing Covenants and Restrictions:

The recorded instrument containing the conditions, covenants, restrictions and reservations preserved and protected by this Notice is that certain Declaration of Conditions, Covenants, Restrictions Affecting Property Located in Sandalfoot Cove, dated June 12, 1969, and recorded June 12, 1969, in Official Records Book 1729, Pages 285 through 292 of the Public Records of Palm Beach County, Florida (the "Declaration"). Nothing herein shall be construed as a re-imposition of the restrictive covenant formerly contained in paragraph 3(k) of the Declaration, which was rendered null, void and unenforceable as a result of the enactment of the federal Fair Housing Act, 42 U.S.C. § 3601 et seq. and the Florida Fair Housing Act § 760.20 et seq., Florida Statutes.

DATED this 10<sup>th</sup> day of May, 1999, at Pompano Beach, Broward County, Florida

Signed, sealed and delivered  
in the presence of

**COVE CLUB INVESTORS, LTD.**  
a Florida limited partnership

*Linda J. Brooks*  
Printed Name LINDA JO BROOKS

By Its General Partner  
COVE GENERAL, INC., a Florida corporation

*Jeri S. Smith*  
Printed Name TERI S. SMITH

BY *[Signature]*  
DAVID D. WELCH, President

STATE OF FLORIDA  
COUNTY OF BROWARD

THE FOREGOING INSTRUMENT was acknowledged before me this 10th day of May, 1999, by **DAVID D. WELCH**, President of **COVE GENERAL, INC.**, a Florida corporation, General Partner of **COVE CLUB INVESTORS, LTD.**, a Florida limited partnership, who is (or are) personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Pompano Beach, said County and State, this 10th day of May, 1999.

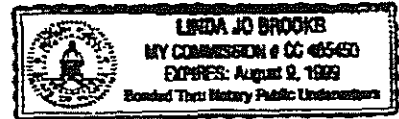
*Linda Jo Brooks*

NOTARY PUBLIC

Printed Name:

My Commission Expires:

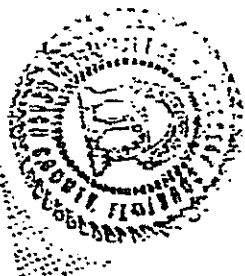
My Commission No.:



I, DOROTHY H. WILKEN, Clerk of Circuit Court of Palm Beach County, Florida do hereby certify that a true copy of this NOTICE was mailed to the above lienor and address listed above on this 11 day of May 1999.

DOROTHY H. WILKEN, Clerk of Circuit Court

by *[Signature]* D C



THIS IS NOT A CERTIFIED COPY

32454 K

DECLARATION OF CONDITIONS, COVENANTS, RESTRICTIONS AND RESERVATIONS AFFECTING PROPERTY LOCATED IN SANDALFOOT COVE

THIS DECLARATION made this 12th day of June, 1969, by UNITED UTILITIES CORP. OF FLORIDA, a Florida Corporation, hereinafter called "GRANTOR";

WITNESSETH:

WHEREAS, the GRANTOR is the owner of all of the real property known as SANDALFOOT COVE, SECTION ONE, as the same is shown on the Plat thereof, recorded in Plat Book 28 at Pages 225-6 of the Public Records of Palm Beach County, Florida, all situate, lying and being in Palm Beach County, Florida; and

WHEREAS, GRANTOR is desirous of subjecting said real property to the conditions, covenants, restrictions and reservations hereinafter set forth, each and all of which is and are for the benefit of said property and for each owner thereof and for the GRANTOR, and each and all of which shall inure to the benefit of and pass with said property and each and every parcel thereof, and shall apply to and bind the successors in interest of any owner thereof and shall constitute covenants running with the land,

NOW, THEREFORE, the GRANTOR does hereby declare that the real property described in and encompassed by the above Plat is and shall be held, transferred, sold, conveyed and occupied subject to the conditions, covenants, restrictions and reservations hereinafter set forth:

1. SANDALFOOT COVE, Section ONE shall be a mobile/modular home community. Each and every mobile/modular home placed or installed upon any lot within SANDALFOOT COVE, Section ONE shall:

- (a) be of a width of not less than twelve (12) feet;

(b) be inspected and approved as to age, appearance, condition and structural standards, by the GRANTOR'S Architectural Control Committee;

(c) be installed on the lot only by the authorized installation agency appointed by the GRANTOR, and in the manner designated by the GRANTOR. ("Installation" as used in this subparagraph shall include, but not be limited to, levelling, blocking, tying down, removal or masking of hitch, skirting, and installation of an approved set of steps.)

No addition, add-on or accessory shall be placed upon any lot, or in or upon any mobile/modular home, without the written approval of the GRANTOR'S Architectural Control Committee.

3. With respect to each residential lot:

(a) No structure, add-on or accessory may be placed thereon without the written consent and approval of the GRANTOR'S Architectural Control Committee as to location, position, set-back and architectural quality. In considering whether to grant such approval, the GRANTOR'S Architectural Control Committee shall consider, among other things, the general aesthetic appearance of any such structure, add-on or accessory, its effect upon neighboring lot owners, and its effect upon the SANDALFOOT COVE community, as a whole.

(b) No mobile/modular home, structure, add-on or accessory shall be placed or erected on any lot closer than fifteen feet (15') from the front property line, ten feet (10') from the rear property line, or six feet (6') from either side property line, except that with respect to corner lots, the minimum side set-back on a secondary street, shall be fifteen feet (15'). On any irregularly shaped lot having less than a sixty foot (60') frontage, no mobile/modular home, structure, add-on or accessory shall be closer to the front lot line than an imaginary line at which the lot width measures sixty feet (60'), and in no event closer than fifteen feet (15') to the front lot line.

(c) No mobile homes, structures, add-ons, accessories or obstructions of any type or nature shall be placed within a canal easement as shown on the aforesaid Plat, except for docks approved in writing as to design and location, by the GRANTOR'S Architectural Control Committee.

(d) No fence shall be erected on any lot or any portion thereof, without the written approval of the GRANTOR'S Architectural Control Committee first had and obtained. With respect to location of fences, and approval thereof, consideration shall be given to the lawn maintenance provisions hereinafter set forth, whereby the GRANTOR will provide lawn

maintenance, including the mowing of all lots. No fence, hedge or landscaping features shall be placed or maintained on any lot so as to obstruct or hinder the mowing of all lots in each block as a unit by power mowing equipment.

(e) No clotheslines or clothes poles may be placed on any lot, except for one "umbrella-type" clothes pole for each lot, which shall be placed in the rear of the lot in such manner that it shall not be visible from any street, and such umbrella-type clothes pole shall be removed when not in use.

(f) GRANTOR has made provision for a storage area for boats, boat trailers, travel trailers, campers and the like, and all boats, boat trailers, campers, travel trailers and the like shall be stored within the area provided by GRANTOR and at such storage charges as may be established by GRANTOR from time to time. No boat, boat trailer, travel trailer, camper or the like, may be stored or kept upon any residential lot, except that with respect to waterfront lots, any owner thereof may keep and store any boat owned by him in the canal immediately adjacent to his lot or at a boat dock erected at the canal bank (and approved by GRANTOR'S Architectural Control Committee), or drawn up upon the canal bank within the owner's lot.

(g) No derelict automobiles or trash of any description shall be kept upon any lot. All refuse shall be kept in containers of a type approved by GRANTOR'S Architectural Control Committee and located upon all lots as specified by said Committee. No automobile repair work shall be conducted upon any residential lot, except for emergency minor repairs, such as the changing of flat tires.

(h) No signs of any type or nature whatsoever may be erected or displayed on any lot without the prior written approval of the Architectural Control Committee of the GRANTOR, except that small signs setting forth the owner's street address shall be permitted.

(i) The following lots are designated as residential lots which shall not be used for any purpose other than the housing of one single family:

(j) No animals, livestock or poultry of any kind shall be kept, raised or bred on any residential lot, except that aquarium fish and caged non-talking birds shall be permitted to be kept on a residential lot.

ALL LOTS IN SECTION ONE

~~(c) -- No person under the age of eighteen (18) years shall be permitted to occupy any residential lot, or be an occupant thereof; provided that persons under the age of eighteen (18) years shall be permitted to visit owners or occupants for not more than two (2) week periods in any twelve (12) month consecutive period. There shall be a minimum of a one (1) month interval between each of said two (2) week visits.~~

**NOTE: FORMER PARAGRAPH 3(c) WHICH WAS RENDERED NULL, VOID AND UNENFORCEABLE BY THE FEDERAL FAIR HOUSING ACT, 42 U.S.C. § 36.01 ET SEQ. AND THE FLORIDA FAIR HOUSING ACT § 760.20 ET SEQ., FLORIDA STATUTES, HAS BEEN DELETED.**

4. The following provisions with respect to lot maintenance and the recreation facilities shall prevail as to each residential lot owner and are hereby imposed as to each residential lot:

(a) Every residential lot owner, or prospective residential lot owner, must be approved in writing by the membership committee of the Sandalfoot Golf and Country Club, and such written approval, in recordable form, shall be a condition precedent to the passing of title of any residential lot, including the passage of title from the GRANTOR to its immediate grantees, from the GRANTOR'S immediate grantees to their grantees, and to all future and remote grantees, and all grantees, by their acceptance of deeds from their respective grantors, consent to these provisions and agree to be bound hereby. No prospective owner of a lot shall be denied approval for membership in the Sandalfoot Golf and Country Club because of race, creed, religion or national origin, but, in considering a prospective member's application for membership in the Sandalfoot Golf and Country Club, the membership committee shall consider the credit reputation, moral reputation, and financial stability of each such applicant, to the end that membership in the Sandalfoot Golf and Country Club shall be limited to persons enjoying a reputation of good moral character and sound financial responsibility.

(b) Each and every lot owner, by acceptance of the deed conveying title to his lot, covenants and agrees to pay to the GRANTOR, as owner and operator of the Sandalfoot Golf and Country Club, a monthly recreation fee of \$15.00 per month, payable in advance on the first day of each and every month. The recreation fee established above may be adjusted by the GRANTOR at the end of the first year of the GRANTOR'S full operation of all recreational facilities and services contemplated to be owned and operated by the GRANTOR in the Sandalfoot Cove community, based upon the experience incurred by GRANTOR in operating said facilities. Said recreation fees shall thereafter be adjusted annually in such manner that it will be increased or decreased in accordance with changes in the cost of living index kept and provided by the Bureau of Labor Statistics of the United States Department of Labor, entitled "Consumers' Price Index - U.S. Average, All Items in Commodity Groups", or such other

governmental agency of the United States as may keep said cost of living index, as successor to the Department of Labor. Based upon said index, GRANTOR shall adjust said recreation fee annually, provided that the GRANTOR may not increase the recreation fee by more than one and one-half ( $1\frac{1}{2}$ ) times the Consumers' Price Index increase in any given year. The "base year" in determining cost of living adjustments in the recreation fee shall be the year following the first full year of operation of all recreation facilities and services contemplated to be operated by GRANTOR in the Sandalfoot Cove community. In this connection, the term "Sandalfoot Cove Community" shall include not only the lands set forth in the Plat to which these Conditions, Covenants, Restrictions and Reservations apply, but also the lands adjacent thereto, presently owned by GRANTOR and designated or to be designated for development as a part of the Sandalfoot Cove mobile/modular home community.

(c) In the event that any lot owner shall fail to pay the recreation fee hereinabove provided to be paid in the manner and at the time hereinabove provided, then the GRANTOR shall have a lien against the defaulting owner's lot to secure the payment of delinquent recreation fees, which lien may be foreclosed in the same manner as mortgage liens may be foreclosed in the State of Florida; provided, however, that such lien for delinquent recreation fees shall never be superior to the lien created by any first mortgage held by a national or state commercial bank, a federal or state savings and loan association, or an insurance company.

(d) The GRANTOR, its successors and assigns shall provide to each residential lot owner general lawn maintenance services, including periodic mowing, watering and fertilizing of lawns, and periodic garbage pick-up service. No trimming or pruning of hedges, trees or bushes shall be included in said lawn maintenance. Said maintenance shall be provided by GRANTOR at such intervals as GRANTOR may deem necessary and convenient. In connection therewith, there is hereby reserved by GRANTOR the right to enter upon each and every residential lot for the purpose of providing such lawn maintenance and garbage pick-up service. Each lot owner (their successors, assigns and remote grantees), by the acceptance of this deed, agrees to accept said services to be performed by GRANTOR, and agrees to pay GRANTOR the sum of \$ 17.00 per month, payable in advance on the first day of each and every month. At the end of the first year of the providing of such services by the GRANTOR to all residential lots located within the land described in the Plat above referred to, said fee may be adjusted by the GRANTOR, based upon the GRANTOR'S experience in providing such services, and thereafter, said lawn maintenance and garbage pick-up fee shall be adjusted annually (upward or downward) based upon the cost of living index kept and provided by the Bureau of Labor Statistics of the United States Department of Labor, entitled "Consumers' Price Index - U. S. Average, All Items in Commodity Groups", or such other governmental agency of the United States as may keep said cost of living index, as successor to the Department of Labor; provided, however, that the GRANTOR



may increase said lawn maintenance and garbage pick-up fee not more than two (2) times the increase reflected by said Consumers' Price Index in any given year. The "base year" in determining any such cost of living adjustments in the lawn maintenance and garbage pick-up fee shall be the year following the first full year of the providing of such services to all residential lots located within the land described in the plat above referred to.

(e) In the event that any lot owner shall fail to pay the lawn maintenance fee and garbage collection fee hereinabove provided to be paid in the manner and at the time hereinabove provided, then the GRANTOR shall have a lien against the defaulting owner's lot, to secure the payment of delinquent fees, which lien may be foreclosed in the State of Florida; provided, however, that such lien for delinquent lawn maintenance and garbage collection fees shall never be superior to the lien created by any first mortgage held by a national or state commercial bank, a federal or state savings and loan association, or an insurance company.

(f) No residential lot owner shall be excused from the payment of the recreation fee or the lawn maintenance and garbage collection fee above provided because of failure to use the facilities of the Sandalfoot Golf and Country Club and related recreation facilities, or because any such residential lot owner shall have voluntarily provided his own lawn maintenance or garbage collection, or any part thereof.

(g) It is further provided that the Sandalfoot Golf and Country Club and all recreation facilities related thereto and provided by GRANTOR in the Sandalfoot Cove community, shall be owned and operated by GRANTOR, and that in addition to the recreation fee above set forth and provided, the GRANTOR shall be entitled to receive additional fees for services provided and products sold, such as, for example, rental fees for golf carts, greens fees, locker fees, food and beverage services, and the like. Said additional charges shall be rendered only for services actually performed and goods or products actually sold.

(h) GRANTOR may, at its option, assign its right to provide the lawn maintenance and garbage collection services above described, to any person, firm or corporation of its choosing, and in the event of such an assignment (which shall be recorded among the Public Records of Palm Beach County, Florida), GRANTOR'S assignee shall have the right to enforce the lawn maintenance and garbage collection fee lien as hereinabove provided, and shall assume the obligations of GRANTOR contained in paragraph 4(d) above. GRANTOR may also elect, at its option, to sell or lease the recreation facilities hereinabove referred to, including the golf course, club house, pools and other facilities comprising the Sandalfoot Golf and Country Club, to any such other person, firm or corporation, provided that any such sale or lease shall make provisions for the use of such recreation facilities by the residential lot owners as hereinabove set forth, and in the manner hereinabove set forth. In such event, the GRANTOR'S transferee, grantee or lessee (as the case may be), shall have the right to collect the recreation fee and the right to enforce the lien for non-payment of same as hereinabove provided. Any such conveyance, transfer or lease shall be made by an instrument recorded among the Public Records of Palm Beach County, Florida.

5. These Conditions, Covenants, Restrictions and Reservations are imposed in order to insure proper use and appropriate development and improvement of each residential lot and of the Sandalfoot Cove community as a whole; to protect the owners of all such lots against improper use of surrounding lots; to insure adequate and reasonable development of the property; and to protect the interest of the GRANTOR in the Sandalfoot Golf and Country Club and the recreation facilities hereinabove described, as well as the right of the GRANTOR to provide lawn maintenance and garbage collection services and to be compensated therefor.

6. Each of the Conditions, Covenants, Restrictions and Reservations hereinabove set forth, shall continue and be binding upon the GRANTOR and upon his successors and assigns, and upon each of them, and all parties and persons claiming under them, for a period of thirty (30) years from the 12th day of June, 1968, and automatically thereafter, for successive periods of twenty-five (25) years each, unless terminated prior thereto by GRANTOR.

7. The covenants herein set forth shall run with the land and bind the present owners, their heirs, successors and assigns, and all parties claiming by, through or under them shall be taken to hold, agree and covenant with the owners of said residential lots, their successors and assigns, and with each of them, to conform to and observe all of said Conditions, Covenants, Restrictions and Reservations.

8. The failure of the GRANTOR or any of its grantees, successors or assigns, or the owner of any lot or lots affected hereby, to enforce any of the Conditions, Covenants, Restrictions and Reservations herein set forth, at the time of its violation, shall in no event be deemed a waiver of the right to do so as to any subsequent violation. The violation of these Conditions, Covenants, Restrictions and Reservations shall not defeat nor render invalid the lien of any first mortgage made in good faith and for value.

9. The invalidation of any one of these Conditions, Covenants, Restrictions and Reservations or any part thereof, by Judgment, Court Order or otherwise, shall in no way affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the GRANTOR has hereunto set its

hand and seal and caused these presents to be executed by its

President and attested by its Secretary, this 12th day of June, 1969.

Signed, Sealed & Delivered in the Presence of:

UNITED UTILITIES CORP. OF FLORIDA, a Florida Corporation

*William Roll*  
*Anthony L. Elia*

By *William Roll* President

Attest: *Anthony L. Elia* Secretary

STATE OF FLORIDA )  
COUNTY OF BROWARD ) SS

(CORPORATE SEAL)



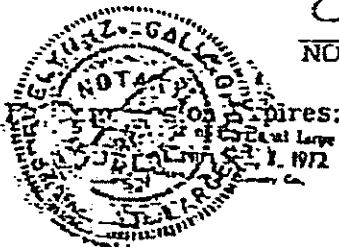
BEFORE ME, the undersigned authority, duly authorized to administer oaths and take acknowledgments, this day personally appeared

WILLIAM ROLL and ANTHONY L. ELIA

as President and Secretary, respectively, of UNITED UTILITIES CORP. OF FLORIDA, a Florida Corporation, who, after being duly cautioned and sworn under oath, deposed and said that they have read and executed, on behalf of said corporation, the foregoing Declaration of Conditions, Covenants, Restrictions and Reservations Affecting Property Located in Sandalfoot Cove, for the purposes therein expressed, having full corporate authority so to do.

IN WITNESS WHEREOF, I have set my hand and official seal at the County and State above written, on the 12th day of JUNE 1969.

*William J. Galbraith*  
NOTARY PUBLIC, State of Florida at Large



1-8-72

-B-

-77 128250

IN THE CIRCUIT COURT OF THE FIFTEENTH  
JUDICIAL CIRCUIT OF FLORIDA, IN AND FOR  
PALM BEACH COUNTY. CIVIL ACTION.

CASE NO. 75-4697 CA (L) 91 A

RUTH MOLTZ, et al.,	)
Plaintiffs,	)
vs.	)
SANDALFOOT COVE COUNTRY CLUB, INC., etc., et al.,	)
Defendants.	)

FILED  
OCT 3 10 42 AM '77

177 OCT 4 PM 12:49

FINAL JUDGMENT

THIS CAUSE came on for trial on February 9, 1977. The trial was not completed but was rescheduled for conclusion the week of September 12, 1977. The recess occurred after the plaintiff had presented three days of evidence.

The parties to this cause have presented to the court a proposed settlement agreement. The court has heard sufficient testimony to find and determine that the plaintiffs, Ruth Moltz, Gerald Sheeha, Eugene Kilbride, Peter Briz, and Kenneth O'Connor, are representatives of a class consisting of all of the owners of lots in the subdivision known as Sandalfoot Cove, Section One, as the same is shown on the plat thereof, Plat Book 28, page 225, of the Public Records of Palm Beach County, Florida. The court further finds that the interest of the named plaintiffs as lot owners are coextensive with the interest of all members of the class and that the issues of law and fact raised herein are common to all members of the class.

The court finds that the settlement agreement introduced into evidence by the plaintiffs as Exhibit 1 is in the best interest of the parties and should be approved by the court. The court being fully advised in the premises, it is thereupon

ORDERED AND ADJUDGED as follows:

a. The named plaintiffs are representatives of a class consisting of all of the owners of lots in the subdivision known as Sandalfoot Cove, Section One, as the same is shown on the plat thereof, Plat Book 28, page 225, of the Public Records of Palm Beach County, Florida. The interest of the named plaintiffs as lot owners are coextensive with the interest of all members of the class.

b. The issues of law and fact raised in this action for declaratory relief are common to all members of the class and the named plaintiffs have the authority to enter into this stipulation on behalf of themselves and the class consisting of the owners of all lots in Sandalfoot Cove, Section One.

c. The defendant, United Communities Corporation, was formerly known as United Utilities Corporation of Florida, and was the grantor in the Declaration of Conditions, Covenants, Restrictions and Reservations, recorded in Official Record Book 1729, page 285, of the Public Records of Palm Beach County, Florida.

d. The defendants, Sandalfoot Cove Country Club, Inc. and Daniel J. Ricker, as trustee, are the successors in interest to the defendant, United

2.

Communities Corporation of said Declaration of Conditions, Covenants, Restrictions and Reservations, and were such successors in interest at the time the lis pendens was filed herein. Said defendants have the authority to enter into this agreement and to construe the terms and provisions of said Declaration and to bind successors in interest, if any.

e. The defendant, Barwood Development Corporation, is the owner of a parcel of land known as Parcel A, Sandalfoot Cove, Section Two, as shown in Plat Book 29, page 15, of the Public Records of Palm Beach County, Florida, hereinafter referred to as Parcel A.

f. The Declaration dated June 12, 1969, and recorded in Official Record Book 1729, page 285, of the Public Records of Palm Beach County, Florida, requires the owners of lots in Section One to pay recreational and maintenance fees. In exchange for the payment of said fees, the owners of lots in Sandalfoot Cove, Section One, are entitled to the following rights under the recreational provisions of the Declaration.

1. The full membership in the Sandalfoot Cove Country Club and its successors or assigns.
2. The right to play the Sandalfoot Cove nine hole executive golf course without the payment of any greens fee, trail fee, or other admission charge.
3. The right to play the Sandalfoot Cove 18 hole championship golf course for a greens fee of \$2.00. The owner of the golf course shall have the right to increase said greens fee in accordance with

3.

percentage of change, if any, of the cost of living index, kept and provided by the Bureau of Labor Statistics of the United States Department of Labor, entitled, "Consumers Price Index - U. S. Average, All Items in Commodity Groups", or such other governmental agency of the United States as may keep said cost of living index as successors to the Department of Labor. The base year for the computation of said increase shall be January 1, 1971. Notwithstanding said cost of living index increase, the total gross fee shall not exceed the sum of \$3.00 during the existence of the Declaration.

4. The free access to and right to use without charge the swimming pool, shuffleboard courts, sauna bath, and tennis courts.

5. the nonexclusive use and free access to the clubhouse and its facilities including but not limited to the nonexclusive use of the eastwest meeting room of the clubhouse for activities of the owners of lots in Section One.

6. All of said recreational facilities shall be maintained by the defendants or their successors and assigns. The owners of lots in Section One shall have free access to all of said recreational facilities at all times the same are open for use and any charges made for golf carts or other services provided by the Country Club shall be nondiscriminatory to the residents of Section One. The defendants shall have the right to restrict the use of the 18 hole golf course during tournament play and shall have the right to require reservations of starting times on a nondiscriminatory basis.

4.

g. The Declaration of Restrictions contains a cost of living increase for the recreation and maintenance fee charged residents of Sandalfoot Cove, Section One. The amount of maintenance and recreation fee now being charged has validly been increased to its present level pursuant to said provision.

h. The Declaration of Restrictions contained no restrictions on the development of Parcel A of Sandalfoot Cove, Section Two. Parcel A, Sandalfoot Cove, Section Two, is not restricted to development as a recreational area for the use and benefit of the owners of lots in Sandalfoot Cove. There are no other restrictions in the development of Parcel A except county zoning regulations.

i. Paragraph 4 (d) of the Declaration provides that in exchange for the payment of a maintenance fee, each residential lot owner in Sandalfoot Cove, Section One, is to receive general lawn maintenance services, including periodic mowing, watering and fertilizing of lawns, and periodic garbage pick-up service. Said general lawn maintenance and garbage pick-up shall be provided to each lot owner in a reasonable manner at reasonable intervals.

j. The issues raised by Count Three of the Amended Complaint are hereby severed. The court shall refer said issues to a Special Master in a general order of reference to hear and determine the issue of damages as raised by Count Three.

k. The Declaration of Restrictions as herein defined and clarified shall remain in full force and effect until their expiration as provided therein.

5.



1. Each lot owner in Section One shall have the right to present evidence as to the damages, if any, suffered by said lot owner because of the alleged breach of the maintenance covenants contained in the Declaration. The amount of such damages, if any, and the liability of the parties for such damages, shall be determined separately and not as a class action as to each lot owner by the Special Master.

m. Each party shall bear their own costs and attorneys fees as to Count One and Count Two of the Amended Complaint. Costs as to Count Three of the Amended Complaint shall be taxed upon the recommendation of the Special Master.

DONE AND ORDERED at West Palm Beach, Florida, this

30 day of Sept 1977.

*C. J. Porth*  
Circuit Judge

Copies furnished counsel:

Ronald E. Jones, Attorney for plaintiffs, 600 Conrau Bldg., West Palm Beach, Florida.

Tomberg & Woolley, attorneys for defendant, United Communities Corporation, P. O. Drawer EE, Boynton Beach, Florida.

Reynolds & Marchbanks, attorneys for defendants Sandalfoot, Barwood and Ricker, 301 W. Camino Gardens Blvd., Boca Raton, Florida.

RECEIVED  
COURT CLERK  
WEST PALM BEACH, FLORIDA

William & Joyce Covaieskie  
1410 S.W. 65th Way  
Boca Raton, FL 33428  
LOT 30 BLOCK 2

Janet Cranton  
1721 S.W. 65th Avenue  
Boca Raton, FL 33428  
LOT 9 BLOCK 3

Patricia Johnson  
1660 S.W. 65th Avenue  
Boca Raton, FL 33428  
LOT 2 BLOCK 5

Elaine Truman Cusker  
1841 S.W. 65th Avenue  
Boca Raton, FL 33428  
LOT 3 BLOCK 3

Dorothy & Frank  
Davidson  
1720 S.W. 66th Avenue  
Boca Raton, FL 33428  
LOT 9 BLOCK 2

Ronald Delaney  
1451 S.W. 65th Terrace  
Boca Raton, FL 33428  
LOT 33 BLOCK 3

Five Star Mobile Home Sales  
1860 S.W. 66th Avenue  
Boca Raton, FL 33428  
LOT 2 BLOCK 2

Hermine & Richard Devino  
1860 S.W. 65th Avenue  
Boca Raton, FL 33428  
LOT 4 BLOCK 6

Juan Everett  
1570 S.W. 65th Terrace  
Boca Raton, FL 33428  
LOT 6 BLOCK 4

Jacqueline & George  
Dooley  
1531 S.W. 64th Way  
Boca Raton, FL 33428  
LOT 22 BLOCK 5

Linda & Keith Fasteau  
1401 S.W. 65th Way  
Boca Raton, FL 33428  
LOT 8 BLOCK 1

Mildred & Hubert Musil  
1531 S.W. 65th Avenue  
Boca Raton, FL 33428  
LOT 16 BLOCK 4

Kathryn Essig  
1601 S.W. 64th Way  
Boca Raton, FL 33428  
LOT 29 BLOCK 5

John & Terry Evelo  
1501 S.W. 65th Way  
Boca Raton, FL 33428  
LOT 13 BLOCK 1

Anne & Warren Fain  
6570 S.W. 14th Street  
Boca Raton, FL 33428  
LOT 37 BLOCK 3

Sam & Douglas Fairchild  
1840 S.W. 65th Avenue  
Boca Raton, FL 33428  
LOT 5 BLOCK 6

Jane Faulkner  
1440 S.W. 64th Way  
Boca Raton, FL 33428  
LOT 29 BLOCK 6

Joy McNamara  
1550 S.W. 65th Terrace  
Boca Raton, FL 33428  
LOT 7 BLOCK 4

Lillian Fedor  
1400 S.W. 64th Way  
Boca Raton, FL 33428  
LOT 31 BLOCK 6

Jerome & Shirley  
Fitzpatrick  
1481 S.W. 65th Terrace  
Boca Raton, FL 33428  
LOT 30 BLOCK 3

Mary & Harold Morac  
6540 S.W. 14th Street  
Boca Raton, FL 33428  
LOT 39 BLOCK 3

Ether Franz  
1590 S.W. 65th Terrace  
Boca Raton, FL 33428  
LOT 3 BLOCK 4

Thelma & William  
Frongillo  
1581 S.W. 64th Way  
Boca Raton, FL 33428  
LOT 27 BLOCK 5

Suzanne Bahmer &  
John DeSalvo  
1600 S.W. 66th Avenue  
Boca Raton, FL 33428  
LOT 15 BLOCK 2

Cilina & William Gebhard  
1541 S.W. 64th Way  
Boca Raton, FL 33428  
LOT 23 BLOCK 5

Gonul Evans  
1530 S.W. 65th Avenue  
Boca Raton, FL 33428  
LOT 12 BLOCK 5

John & Mary Rossetti  
1510 S.W. 65th Terrace  
Boca Raton, FL 33428  
LOT 11 BLOCK 4

Stephen & Rhonda Murtha  
1490 S.W. 65th Way  
Boca Raton, FL 33428  
LOT 22 BLOCK 2

Elizabeth Gretzler  
1441 S.W. 65th Terrace  
Boca Raton, FL 33428  
LOT 34 BLOCK 3

Linda & Robert Parker  
4238 Royal Manor Drive  
Lot #21  
Boca Raton, FL 33428  
LOT 6 BLOCK 1

William & Berry Quiney  
1610 S.W. 64th Way  
Boca Raton, FL 33428  
LOT 15 BLOCK 6

Guy Mannoni  
1541 S.W. 65th Terrace  
Boca Raton, FL 33428  
LOT 24 BLOCK 3

Rita & Wesley Sprinkel  
1700 S.W. 66th Avenue  
Boca Raton, FL 33428  
LOT 10 BLOCK 2

Margaret Hegebus  
1421 S.W. 65th Way  
Boca Raton, FL 33428  
LOT 9 BLOCK 1

Nettie Heidt  
1560 S.W. 64th Way  
Boca Raton, FL 33428  
LOT 20 BLOCK 6

Phillip Smalley  
1561 S.W. 65th Avenue  
Boca Raton, FL 33428  
LOT 19 BLOCK 4

Phyllis Heiss and  
Patricia A. Varnum  
1511 Brookside Circle  
Boca Raton, FL 33428  
LOT 27 BLOCK 3

PALM BEACH COUNTY  
R/W Acquisition Section  
Patricia A. Franklin, Mgr.  
P. O. Box 2429  
West Palm Beach, FL 33402  
LOT 1 BLOCK 2

William Higgins  
1340 S.W. 65th Avenue  
Boca Raton, FL 33428  
LOT 11 BLOCK 5

Lana E. Zinkevich  
6570 S.W. 14th Street  
Boca Raton, FL 33428  
LOT 42 BLOCK 3

Homer Fay  
1561 S.W. 65th Terrace  
Boca Raton, FL 33428  
LOT 22 BLOCK 3

Constance Hunter  
6550 S.W. 14th Street  
Boca Raton, FL 33428  
LOT 40 BLOCK 3

Eleanor & Donald Janik  
1760 S.W. 65th Avenue  
Boca Raton, FL 33428  
LOT 9 BLOCK 6

Yvonne Jean  
1701 S.W. 64th Way  
Boca Raton, FL 33428  
LOT 1 BLOCK 5

Edward Everhart  
1461 S.W. 65th Terrace  
Boca Raton, FL 33428  
LOT 32 BLOCK 3

Johnson/Ruban  
1630 S.W. 64th Way  
Boca Raton, FL 33428  
LOT 13 BLOCK 6

Helen Mea  
1741 S.W. 65th Avenue  
Boca Raton, FL 33428  
LOT 8 BLOCK 3

Austin E. McDonald  
1820 S.W. 66th Avenue  
Boca Raton, FL 33428  
LOT 4 BLOCK 2

Marilyn Sunderland  
1800 S.W. 65th Avenue  
Boca Raton, FL 33428  
LOT 7 BLOCK 6

Catherine Heitzmann /  
D'Ambrosio  
1471 S.W. 65th Terrace  
Boca Raton, FL 33428  
LOT 31 BLOCK 3

Martin Kilgallon  
1480 S.W. 65th Way  
Boca Raton, FL 33428  
LOT 23 BLOCK 2

Maryanne & James Kopp  
1621 S.W. 64th Way  
Boca Raton, FL 33428  
LOT 30 BLOCK 5

Josephine and  
Pasquale Terrazzano  
1550 S.W. 64th Way  
Boca Raton, FL 33428  
LOT 21 BLOCK 6

First National Bank of Chicago  
c/o Pritchard & Reissman P.A.  
P. O. Box 25158  
Tampa, FL 33622  
LOT 8 BLOCK 2

Carlos M. Decal  
1430 S.W. 65th Way  
Boca Raton, FL 33428  
LOT 28 BLOCK 2

Madeline Lodes  
1591 S.W. 64th Way  
Boca Raton, FL 33428  
LOT 28 BLOCK 5

Elizabeth Bruce  
1591 S.W. 65th Avenue  
Boca Raton, FL 33428  
LOT 13 BLOCK 4

Pietro & Giulia DeLuca  
1460 S.W. 66th Avenue  
Boca Raton, FL 33428  
LOT 2 BLOCK 1

Carlos M. Decal  
8108 SW 11th Street  
No. Lauderdale, FL 33068  
LOT 26 BLOCK 2

Eleanor Byrum  
1491 S.W. 65th Terrace  
Boca Raton, FL 33428  
LOT 29 BLOCK 3

Truman & Rosalea  
Addington  
1631 S.W. 65th Terrace  
Boca Raton, FL 33428  
LOT 15 BLOCK 3

Carlos Decal  
6390 Blvd. of Champions  
FL Lauderdale, FL 33068  
LOT 35 BLOCK 3

Daniel & Johanna Rechin  
1520 S.W. 64th Way  
Boca Raton, FL 33428  
LOT 23 BLOCK 6

Donald & Jane Castor  
1520 S.W. 66th Avenue  
Boca Raton, FL 33428  
LOT 19 BLOCK 2

John & Mildred  
Chmielewski  
1550 S.W. 65th Avenue  
Boca Raton, FL 33428  
LOT 10 BLOCK 5

Rosemary Cody  
1481 S.W. 64th Way  
Boca Raton, FL 33428  
LOT 18 BLOCK 5

Juvonal Freitas  
1440 S.W. 66th Avenue  
Boca Raton, FL 33428  
LOT 3 BLOCK 1

Marie & Laverne Conklin  
1591 S.W. 65th Terrace  
Boca Raton, FL 33428  
LOT 19 BLOCK 3

Marion Boyce  
1701 S.W. 65th Avenue  
Boca Raton, FL 33428  
LOT 10 BLOCK 3

Sharon Miller, Trustee  
6248 Kinsey Place  
St. Louis, MO 63109  
LOT 17 BLOCK 6

Francis & Yvonne Ahearn  
6530 S.W. 14th Street  
Boca Raton, FL 33428  
LOT 38 BLOCK 3

Barbara McNabb  
1500 S.W. 65th Terrace  
Boca Raton, FL 33428  
LOT 12 BLOCK 4

Donna Andresen  
1621 S.W. 65th Terrace  
Boca Raton, FL 33428  
LOT 16 BLOCK 3

Gloria K. Brown  
1600 S.W. 65th Terrace  
Boca Raton, FL 33428  
LOT 2 BLOCK 4

Robert & Suzanne Bailey  
1501 S.W. 64th Way  
Boca Raton, FL 33428  
LOT 19 BLOCK 5

Roy & Valerie Hammond  
1681 S.W. 65th Avenue  
Boca Raton, FL 33428  
LOT 11 BLOCK 3

Carl & Pam Carlise  
1531 S.W. 65th Terrace  
Boca Raton, FL 33428  
LOT 25 BLOCK 3

Joseph & Laurie Bernje  
1551 S.W. 65th Terrace  
Boca Raton, FL 33428  
LOT 23 BLOCK 3

Robert & Ann Hines  
1560 S.W. 65th Avenue  
Boca Raton, FL 33428  
LOT 9 BLOCK 5

James & Audrey Lewis  
1620 S.W. 64th Way  
Boca Raton, FL 33428  
LOT 14 BLOCK 6

Arthur E. Gozzi, Esq.  
2200 N. Federal Highway  
Suite 206-B  
Boca Raton, FL 33431  
LOT 6 BLOCK 2

Tern & Rick Lottrell  
1801 S.W. 65th Avenue  
Boca Raton, FL 33428  
LOT 5 BLOCK 3

Carole & Willard  
MacDonald  
1580 S.W. 65th Terrace  
Boca Raton, FL 33428  
LOT 4 BLOCK 4

Eloise & Harold Magee  
1661 S.W. 65th Avenue  
Boca Raton, FL 33428  
LOT 12 BLOCK 3

Katherine Mais  
1520 S.W. 65th Terrace  
Boca Raton, FL 33428  
LOT 10 BLOCK 4

Kate Manning  
1571 S.W. 65th Terrace  
Boca Raton, FL 33428  
LOT 21 BLOCK 3

Dorothy March  
6510 S.W. 14th Street  
Boca Raton, FL 33428  
LOT 36 BLOCK 3

Gaston & Colette Martel  
6481 Marina Blvd.  
Boca Raton, FL 33428  
LOT 142 BLOCK 6

Shirley & Joseph McAvoy  
1420 S.W. 65th Way  
Boca Raton, FL 33428  
LOT 29 BLOCK 2

Juan McFarland  
1640 S.W. 64th Way  
Boca Raton, FL 33428  
LOT 12 BLOCK 6

Bette McCann  
1521 S.W. 65th Avenue  
Boca Raton, FL 33428  
LOT 15 BLOCK 4

Mary Coleman  
1500 S.W. 65th Way  
Boca Raton, FL 33428  
LOT 21 BLOCK 2

Robert G. Lazar  
6560 S.W. 14th Street  
Boca Raton, FL 33428  
LOT 41 BLOCK 3

Marilyn McLeod  
1660 S.W. 66th Avenue  
Boca Raton, FL 33428  
LOT 12 BLOCK 2

Jack Foster  
1420 S.W. 64th Way  
Boca Raton, FL 33428  
LOT 30 BLOCK 6

Olline Moore  
1480 S.W. 66th Avenue  
Boca Raton, FL 33428  
LOT 1 BLOCK 1

Lucien & Amelia Morin  
1590 S.W. 65th Avenue  
Boca Raton, FL 33428  
LOT 6 BLOCK 5

Mabel Mullin  
1541 S.W. 65th Avenue  
Boca Raton, FL 33428  
LOT 17 BLOCK 4

Wallace & Gloria Mutil  
1531 S.W. 65th Avenue  
Boca Raton, FL 33428  
LOT 16 BLOCK 4

Annette Bessette  
1560 S.W. 65th Avenue  
Boca Raton, FL 33428  
LOT 21 BLOCK 5

Patricia McDevitt  
1530 S.W. 64th Way  
Boca Raton, FL 33428  
LOT 23 BLOCK 6

Donald & Constance Kelly  
1600 S.W. 65th Avenue  
Boca Raton, FL 33428  
LOT 5 BLOCK 5

Mici Davies  
1760 S.W. 66th Avenue  
Boca Raton, FL 33428  
LOT 7 BLOCK 2

Adelaid O'Connor  
1570 S.W. 65th Avenue  
Boca Raton, FL 33428  
LOT 8 BLOCK 5

Regina O'Connor  
1641 S.W. 65th Terrace  
Boca Raton, FL 33428  
LOT 14 BLOCK 3

Ronald J. Burrano  
1610 S.W. 65th Terrace  
Boca Raton, FL 33428  
LOT 11 BLOCK 4

Rev. Robert J. O'Sullivan  
1500 S.W. 66th Avenue  
Boca Raton, FL 33428  
LOT 20 BLOCK 2

Muthilda Orr  
1611 S.W. 65th Terrace  
Boca Raton, FL 33428  
LOT 17 BLOCK 3

John & Conchetta Palma  
1881 S.W. 65th Avenue  
Boca Raton, FL 33428  
LOT 1 BLOCK 3

Edward & Jenny Perez  
1441 S.W. 64th Way  
Boca Raton, FL 33428  
LOT 16 BLOCK 5

Petit  
1460 S.W. 64th Way  
Boca Raton, FL 33428  
LOT 28 BLOCK 6

Susan K. Miller  
1681 S.W. 64th Way  
Boca Raton, FL 33428  
LOT 33 BLOCK 5

Clarence & Genevieve  
Johnson  
1400 S.W. 65th Way  
Boca Raton, FL 33428  
LOT 31 BLOCK 2

Robert Powers  
1461 S.W. 65th Way  
Boca Raton, FL 33428  
LOT 11 BLOCK 1

Lucy & Ken Zaron  
1540 S.W. 66th Avenue  
Boca Raton, FL 33428  
LOT 18 BLOCK 7

Frank & Carolyn Procopio  
1511 S.W. 64th Way  
Boca Raton, FL 33428  
LOT 20 BLOCK 5

Gilda & Daniel Puglisi  
1840 S.W. 66th Avenue  
Boca Raton, FL 33428  
LOT 3 BLOCK 2

Lateran Evans  
1440 S.W. 65th Way  
Boca Raton, FL 33428  
LOT 27 BLOCK 2

Kathryn Ferguson  
1481 S.W. 65th Way  
Boca Raton, FL 33428  
LOT 12 BLOCK 1

Margaret Hazelwood  
1460 S.W. 65th Way  
Boca Raton, FL 33428  
LOT 25 BLOCK 2

William Barfield  
1571 S.W. 64th way  
Boca Raton, FL 33428  
LOT 26 BLOCK 5

Hgette Enright  
1581 S.W. 65th Avenue  
Boca Raton, FL 33428  
LOT 21 BLOCK 4

Joyce Roberts  
1510 S.W. 65th Avenue  
Boca Raton, FL 33428  
LOT 14 BLOCK 5

Theresa Williams  
1570 S.W. 64th Way  
Boca Raton, FL 33428  
LOT 19 BLOCK 6

William E. Stephens  
1680 S.W. 66th Avenue  
Boca Raton, FL 33428  
LOT 11 BLOCK 2

David Rowker  
1581 S.W. 65th Terrace  
Boca Raton, FL 33428  
LOT 20 BLOCK 3

Lucille & Edward Rudy  
6580 S.W. 14th Street  
Boca Raton, FL 33428  
LOT 7 BLOCK 1

Carmelo & R. Conti  
8 Jennife Rd  
Wakefield, MA 01880  
LOT 15 BLOCK 5

Louis & Marie Sardella  
1540 S.W. 64th Way  
Boca Raton, FL 33428  
LOT 22 BLOCK 6

Carl & Florence Schafer  
1461 S.W. 64th way  
Boca Raton, FL 33428  
LOT 17 BLOCK 5

Robert & Judith Peter  
1501 S.W. 65th Terrace  
Boca Raton, FL 33428  
LOT 28 BLOCK 3

Helene Scherowicz  
1511 S.W. 65th Avenue  
Boca Raton, FL 33428  
LOT 14 BLOCK 4

Lawrence Schubert  
1520 S.W. 65th Avenue  
Boca Raton, FL 33428  
LOT 13 BLOCK 5

Arlene B. Halligan  
1580 S.W. 64th Way  
Boca Raton, FL 33428  
LOT 18 BLOCK 6

Mr. & Mrs. Edward Schuster  
1781 S.W. 65th Avenue  
Boca Raton, FL 33428  
LOT 6 BLOCK 3

Joseph & Joyce  
Schwegmann  
1580 S.W. 65th Avenue  
Boca Raton, FL 33428  
LOT 7 BLOCK 5

Jonathan & Kim Foley  
1800 S.W. 65th Avenue  
Boca Raton, FL 33428  
LOT 3 BLOCK 6

Oakley & Betsyann  
Sedore  
1601 S.W. 65th Terrace  
Boca Raton, FL 33428  
LOT 18 BLOCK 3

John & Jane Sendzik  
1530 S.W. 65th Terrace  
Boca Raton, FL 33428  
LOT 9 BLOCK 4

Margaret Sheehy  
1650 S.W. 64th Way  
Boca Raton, FL 33428  
LOT 11 BLOCK 6

Pietro & Teresa Silano  
1640 S.W. 65th Avenue  
Boca Raton, FL 33428  
LOT 3 BLOCK 5

Elizabeth Skirvin  
1518 S.W. 64th Way  
Boca Raton, FL 33428  
LOT 25 BLOCK 6

Jean S. Johnson  
1600 S.W. 64th Way  
Boca Raton, FL 33428  
LOT 16 BLOCK 6

Robert & Virginia  
Smylic  
1560 S.W. 65th Terrace  
Boca Raton, FL 33428  
LOT 6 BLOCK 4

Barbara Stearns  
1420 S.W. 66th Avenue  
Boca Raton, FL 33428  
LOT 4 BLOCK 1

Harold & Rose Stogner  
1661 S.W. 64th Way  
Boca Raton, FL 33428  
LOT 32 BLOCK 5

Frederick & Wynn  
Sullivan  
1551 S.W. 65th Avenue  
Boca Raton, FL 33428  
LOT 18 BLOCK 4

Floyd M. Drummond  
1641 S.W. 65th Avenue  
Boca Raton, FL 33428  
LOT 13 BLOCK 3

Roy & Elizabeth Taylor  
1560 S.W. 66th Avenue  
Boca Raton, FL 33428  
LOT 17 BLOCK 2

Gloria Kutska  
1780 S.W. 65th Avenue  
Boca Raton, FL 33428  
LOT 8 BLOCK 6

Thomas & Sandra Hight  
1480 S.W. 66th Avenue  
Boca Raton, FL 33428  
LOT 5 BLOCK 1

Francis & Ellen Hight  
1861 S.W. 65th Avenue  
Boca Raton, FL 33428  
LOT 2 BLOCK 3

Leonard & Karen Weiss  
1820 S.W. 65th Avenue  
Boca Raton, FL 33428  
LOT 6 BLOCK 6

Gertrude M Taylor  
1800 S.W. 66th Avenue  
Boca Raton, FL 33428  
LOT 5 BLOCK 2

Mr. & Mrs. John Dutilly  
1571 S.W. 65th Avenue  
Boca Raton, FL 33428  
LOT 20 BLOCK 4

Ken Rogers  
1660 S.W. 64th Way  
Boca Raton, FL 33428  
LOT 10 BLOCK 6

Donald & Eleanor Janik  
1760 S.W. 65th Avenue  
Boca Raton, FL 33428  
LOT 9 BLOCK 6

Bill & Lucy Brown  
1521 S.W. 65th Way  
Boca Raton, FL 33428  
LOT 14 BLOCK 1

Ted Miller & Emily Virgulak  
1761 S.W. 65th Avenue  
Boca Raton, FL 33428  
LOT 7 BLOCK 3

Edward & Elizabeth  
Gargan  
1580 S.W. 66th Avenue  
Boca Raton, FL 33428  
LOT 16 BLOCK 2

Claudia & Ben Antonucci  
1620 S.W. 66th Avenue  
Boca Raton, FL 33428  
LOT 14 BLOCK 2

Kazanna & Harold Davis  
1441 S.W. 65th Way  
Boca Raton, FL 33428  
LOT 10 BLOCK 1

Donna J. Mitchell  
1521 S.W. 65th Terrace  
Boca Raton, FL 33428  
LOT 26 BLOCK 3

Coral Barsanti  
1620 S.W. 65th Avenue  
Boca Raton, FL 33428  
LOT 4 BLOCK 5

Toby Cole  
1641 S.W. 64th Way  
Boca Raton, FL 33428  
LOT 31 BLOCK 5

Katherine Williams  
1500 S.W. 64th Way  
Boca Raton, FL 33428  
LOT 26 & 27 BLOCK 6

Bruce & Lavonne Gunn  
1640 S.W. 66th Avenue  
Boca Raton, FL 33428  
LOT 13 BLOCK 2

Leonard & Ethel Woehlke  
1561 S.W. 64th Way  
Boca Raton, FL 33428  
LOT 23 BLOCK 5

Harold Wood  
1540 S.W. 65th Terrace  
Boca Raton, FL 33428  
LOT 8 BLOCK 4

Donald & Mary Ann Young  
1470 S.W. 65th Way  
Boca Raton, FL 33428  
LOT 24 BLOCK 2

ALL ACCORDING TO THE PLAT OF SANDALFOOT COVE, SECTION ONE, RECORDED IN PLAT BOOK 28 AT PAGES 225-6, OF THE  
PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.



CFN 20040279675  
OR BK 16969 PG 0831  
RECORDED 05/17/2004 10:54:29  
Palm Beach County, Florida  
Dorothy H Wilken, Clerk of Court

**Prepared by and return to:**

Philip J. Croyle, Esq.  
Attorney at Law  
2500 N. Military Trail, Suite 480  
Boca Raton, FL 33431-6342  
561.893.0544

**NOTICE OF CANCELLATION OF  
NOTICE OF DECLARATION OF CONDITIONS, COVENANTS, RESTRICTIONS AND  
RESERVATIONS AFFECTING PROPERTY LOCATED IN SANDALFOOT COVE,  
SECTION ONE**

**Recitals**

**WHEREAS**, on February 24, 1978, Sandalfoot Cove, Section #1, Inc., by and through its authorized representatives caused to be recorded an instrument styled "NOTICE OF DECLARATION OF CONDITIONS, COVENANTS, RESTRICTIONS AND RESERVATIONS AFFECTING PROPERTY LOCATED IN SANDALFOOT COVE, SECTION ONE" recorded in Official Records Book 2821, Page 682 *et. seq.* of the Public Records of Palm Beach County, Florida; and,

**WHEREAS**, the Notice was unauthorized in that the underlying holder of the authority referred to therein, namely United Utilities Corp. of Florida, its successors and/or assigns, through the date of this Notice of Cancellation, had not delegated the authority and powers referred to in the Notice to Sandalfoot Cove, Section #1, Inc.; and,

**WHEREAS**, a true and correct copy of the antecedent Notice is attached hereto for reference; and,

**WHEREAS**, Sandalfoot Cove, Section #1, Inc., now wishes to give public notice of the cancellation of the attached Notice,

**NOW, THEREFORE**, Sandalfoot Cove, Section #1, Inc., by and through its undersigned officers possessing power to do so hereby gives public notice of the **CANCELLATION** of the "NOTICE OF DECLARATION CONDITIONS, COVENANTS,

RESTRICTIONS AND RESERVATIONS AFFECTING PROPERTY LOCATED IN SANDALFOOT COVE, SECTION ONE attached hereto as unauthorized, void and of no effect *ab initio*.

This notice of cancellation shall be recorded upon the official records of Palm Beach County, Florida, and shall run with the land as a benefit to all lots shown on the Plat of Sandalfoot Cove, Section One, as recorded in Plat Book 28, Pages 225-226 of the Public Records of Palm Beach County, Florida.

**DONE AND EXECUTED** at Boca Raton, Palm Beach County, Florida, on the date and year shown below.

Witnesses:

**SANDALFOOT COVE, SECTION #1, INC.**

*Jane Duvigneaud*

Printed Name: Jane Duvigneaud

*Chris Somis*

Printed Name: Chris Somis

By: *[Signature]*  
President

Attest: *[Signature]*  
Secretary Treasurer

**STATE OF FLORIDA:  
COUNTY OF PALM BEACH:**

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of May, 2004, by ROSE STOGNER, President, joined by KATHERINE A. DUTILLY Secretary, who are each personally known to me and who each did take an oath.

Treasurer



*[Signature]*  
Notary Public  
Printed Name: BRITA JORGENSEN

33200

7 APR 7 AM 10:03

NOTICE OF DECLARATION OF CONDITIONS,  
COVENANTS, RESTRICTIONS AND RESERVATIONS  
AFFECTING PROPERTY LOCATED IN SANDALFOOT  
COVE, SECTION ONE.

WHEREAS, on June 12, 1969, United Utilities  
Corp. of Florida, a Florida corporation, filed in  
Official Record Book 1729, page 285, of the Public  
Records of Palm Beach County, Florida, a declaration  
of conditions, covenants, restrictions and reservations  
affecting property located in Sandalfoot Cove, Section  
One, as recorded in Plat Book 28, page 225-6 of the  
Public Records of Palm Beach County, Florida, and

WHEREAS, the majority of lot owners of Section  
One, Sandalfoot Cove, have formed a property owners  
association, to-wit: Sandalfoot Cove, Section #1, Inc.,  
a Florida corporation, not for profit, and

WHEREAS, one of the purposes for the formation  
of said corporation was to insure that deed restrictions,  
covenants and limitations of record and all zoning  
ordinances applicable to Sandalfoot Cove, section One,  
were enforced, and

WHEREAS, Paragraph 4 of the declaration of  
conditions, covenants, restrictions and reservations  
affecting the property located in Sandalfoot Cove,  
Section One, as the same appears in Official Record  
Book 1729, page 288, of the Public Records of Palm  
Beach County provides in part:

"Every residential lot owner, or prospective  
residential lot owner, must be approved in  
writing by the membership committee of the  
Sandalfoot Golf and Country Club, and such  
written approval, in recordable form, shall  
be a condition precedent to the passing of

-cc- PALM BEACH REC 2821 PAGE 682

THIS INSTRUMENT PREPARED BY  
RONALD E. JONES, ESQUIRE  
600 Conseau Building  
West Palm Beach, Florida



title of any residential lot; including the passage of title from the GRANTOR to its immediate grantees, from the GRANTOR'S immediate grantees to their grantees, and to all future and remote grantees, and all grantees, by their acceptance of deeds from their respective grantors, consent to these provisions and agree to be bound hereby.

NOW THEREFORE, public notice is hereby given that the Declaration of Conditions, Covenants, Restrictions and Reservations recorded by the Grantor in Official Record Book 1729, page 285, including the requirement that purchasers of lots in Sandalfoot Cove, Section One, be approved in writing by the membership committee of the Sandalfoot Golf and Country Club as a condition precedent to the passing of title of any residential lot in Sandalfoot Cove, Section One, are still in full force and effect.

Dated this 15th day of February, 1978.

Witnesses:

SANDALFOOT COVE, SECTION #1, INC.

Melvin J. ...  
James E. ...

[Signature]  
President

STATE OF FLORIDA :  
COUNTY OF PALM BEACH : SS.

Personally appeared before me the undersigned authority, [Signature] known to me to be the president who executed the foregoing instrument and acknowledged before me that he executed the same.

Witness my hand and official seal in the County and State last aforesaid, this 15th day of February, 1978.

[Signature]  
Notary Public  
My Commission Expires

3/23/2005  
IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT, IN AND FOR PALM BEACH COUNTY, FLORIDA.

JOHN LEMIEUX, FLOYD DRUMMOND, LINDA MASOTTO,  
FRANK MUZYKA and CHRIS FEDOR,

GENERAL JURISDICTION DIVISION

Plaintiffs,

CASE NO. 502004CA011883XXXXMB (AN)

v.

COVE CLUB INVESTORS, LTD., a Florida Limited Partnership, d/b/a  
BOCA DUNES GOLF & COUNTRY CLUB,

Defendant.

#### NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT

TO: ALL PERSONS WHO OWN SUBDIVISION LOTS IN SANDALFOOT COVE SECTION ONE, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 28, PAGES 225-226, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PLEASE READ THIS NOTICE CAREFULLY. THIS IS NOT A LAWSUIT AGAINST YOU. YOU MAY BENEFIT FROM READING THIS NOTICE. IF YOU HAVE ANY QUESTIONS AS TO WHETHER YOU ARE A MEMBER OF THE SETTLEMENT CLASS, AS DESCRIBED BELOW, OR QUESTIONS REGARDING THE PROPOSED SETTLEMENT, THIS NOTICE OR YOUR BENEFITS UNDER THE PROPOSED SETTLEMENT, YOU MAY CALL ALEXANDER L. MARTONE, ESQ., CLASS COUNSEL, 30 S.E. 7TH STREET, BOCA RATON, FLORIDA 33432, (561) 362-5402, WEEKDAYS, BETWEEN THE HOURS OF 9:00 A.M. AND 5:00 P.M. PLEASE DO NOT CONTACT THE COURT FOR INFORMATION.

AS SET OUT BELOW, MAY 23, 2005, IS THE DEADLINE FOR FILING WRITTEN OBJECTIONS TO THE SETTLEMENT AND/OR EXERCISING YOUR RIGHT TO APPEAR AT THE FINAL HEARING ON JUNE 22, 2005, WHERE THE PARTIES WILL ASK THE COURT TO GIVE FINAL APPROVAL OF THE SETTLEMENT AS FAIR, ADEQUATE, AND REASONABLE, AND ENTER FINAL JUDGMENT THEREON.

This Notice is given pursuant to Rule 1.220(e) of the Florida Rules of Civil Procedure and the Order (the "Hearing Order") entered by the Circuit Court of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida (the "Court") on March 14, 2005. The purpose of this Notice is to inform you of this pending lawsuit (the "Litigation"); to advise you of a proposed settlement of the Litigation (the "Settlement"); to advise you of your rights, if you are a member of the class covered by the proposed Settlement (defined below as the "Settlement Class"), to receive benefits from the Settlement if it is approved by the Court, or to object to the proposed Settlement; and to give you notice of a hearing to be held by the Court on JUNE 22, 2005, at 9:30 o'clock a.m., in Courtroom 10C, Palm Beach County Courthouse, 205 N. Dixie Highway, West Palm Beach, FL 33401, to determine whether the proposed Settlement, on a class-wide basis, should be approved by the Court as fair, reasonable and adequate, and to consider such other matters as may properly come before the Court in connection with the hearing.

#### NO OPINIONS ARE EXPRESSED BY THE COURT AS TO THE MERITS

This Notice is not an expression by any court as to the merits of the claims or defenses of the parties in this Litigation. This Notice was prepared by the parties to the Litigation and approved for dissemination by all parties to the Litigation and by the Court.

#### DEFINITION OF THE SETTLEMENT CLASS

On March 14, 2005, the Court entered an Order Certifying Class for the purposes of settlement. The "Settlement Class" is defined to include all individuals who own subdivision lots in Sandalfoot Cove Section One, according to the plat thereof, as recorded in Plat Book 28, Pages 225-226, of the Public Records of Palm Beach County, Florida. As part of the settlement process, the parties to the Litigation have stipulated that the Litigation shall proceed on behalf of the Settlement Class for settlement purposes only, and the Court's Hearing Order so provides.

#### DESCRIPTION OF THE LITIGATION

On April 7, 2004, John Lemieux, Floyd Drummond, Linda Masotto, Frank Muzyka, and Chris Fedor, filed a Class Action Complaint ("Lemieux I") on behalf of themselves and a class of similarly situated individuals consisting of all owners of subdivision lots in Sandalfoot Cove Section One, according to the plat thereof, as recorded in Plat Book 28, Pages 225-226, of the Public Records of Palm Beach County, Florida, against Cove Club Investors, Ltd, a Florida Limited Partnership ("CCI"), Gelm, Inc., a Florida Corporation ("Gelm"), and Sandalfoot Cove Section #1, Inc., a Florida not-for-profit corporation ("the Association"), alleging, among other things, that the Defendants had failed to comply with various terms and conditions of the Declaration of Conditions, Covenants, Restrictions, and Reservations Affecting Property Located in Sandalfoot Cove dated June 12, 1969, and recorded June 12, 1969, in Official Records Book 1729, Pages 285-292, of the Public Records of Palm Beach County, Florida, as amended by that certain Final Judgment in Case No. 75-4697 CA L01 A, entitled, "Ruth Moltz, et al., Plaintiffs, v. Sandalfoot Cove Country Club, Inc., et al., Defendants" (the "Declaration"). The Association was dropped as a party defendant on June 15, 2004. On August 17, 2005, the Court granted, in part, CCI's Motion to Dismiss the Plaintiffs' Complaint, and the Plaintiffs thereafter filed an Amended Complaint. The parties engaged in pretrial discovery, which led to extensive settlement negotiations between CCI and the Plaintiffs. On December 9, 2004, CCI and the Plaintiffs entered into a Settlement Agreement and on December 17, 2004, after further negotiations in which members of the Settlement Class participated, the parties entered into an Amended Settlement Agreement. As a result, CCI was dropped as a party to the Lemieux I Litigation. By agreement of the parties, this action was then commenced as a separate class action lawsuit filed solely against CCI ("Lemieux II") for the purpose of finalizing the settlement agreement with CCI and allowing the Lemieux I Litigation to continue against Gelm.

#### COURT ORDERS AND OTHER MATTERS CONCERNING THE SETTLEMENT

By Order entered March 14, 2005, in the Lemieux II Litigation, the Court, on joint motion of the Plaintiffs and the Defendant, CCI, conditionally certified a Class for settlement purposes. The Order appointed Plaintiffs, John Lemieux, Floyd Drummond, Linda Masotto, Frank Muzyka, and Chris Fedor, as Class Representatives, and Plaintiff's counsel, Alexander L. Martone, Esq., as Class Counsel. Class Counsel has sought and obtained substantial formal and informal discovery from CCI. In addition to the production of documents and responses to written interrogatories by CCI, Class Counsel has engaged the services of experts to analyze the records produced by CCI, and to review the practices and procedures of CCI in implementing and enforcing the provisions of the Declaration. In addition, Class Counsel engaged in extensive discussions with counsel for CCI, with regard to CCI's prior practices and procedures, its current practices and procedures and other issues relevant to the Litigation.

#### NO ADMISSION OF LIABILITY

By settling this lawsuit, CCI is not admitting any liability to the Plaintiffs or the Settlement Class, or that it has done anything wrong.

#### SUPPORT OF THE SETTLEMENT BY THE PARTIES

Based on their review and analysis of the relevant facts and legal principles, Class Counsel's formal and informal discovery, Class Counsel believes that the terms and conditions of the Settlement are fair, reasonable and adequate, and are beneficial to and in the best interests of Plaintiffs and the Settlement Class. Class Counsel bases this opinion upon: (1) the fact that the Settlement provides for members of the Settlement class to receive substantial relief in the most expeditious and efficient manner practicable, and thus, much sooner than would be possible were the claims asserted to be litigated through trial and appeal, even if such claims were ultimately found to be meritorious in all respects; (2) the provision of the Settlement that obligates CCI to provide the benefits of the Settlement to all subdivision lot owners in Sandalfoot Cove Section One, who have to make only minimal effort to enjoy full benefits under the Settlement; (3) the defenses available to CCI with respect to liability; (4) the defenses available to CCI with respect to the availability and amount of any monetary relief; (5) CCI's conditional consent to certify the class for settlement purposes only and CCI's stated intent to litigate vigorously against class certification and on the merits of the claims but for the settlement; and (6) the fact that the Settlement allows members of the Settlement Class to file written objections to the Settlement should they so desire, and to appear at the Fairness Hearing and be heard on such objections.

## THE STIPULATION OF SETTLEMENT

In light of the foregoing, the parties entered into a Stipulation of Settlement which they filed with the Court on February 28, 2005. The Stipulation of Settlement details the terms and conditions of the Settlement, which are summarized below. The parties are urging the Court to approve the Settlement.

### THE PROPOSED SETTLEMENT

The following is a summary of the terms and conditions of the proposed Settlement, which are set forth in detail in the Stipulation of Settlement. The Plaintiffs, in their own behalf and on behalf of the Settlement Class, and CCI agree that upon Court approval, following a Fairness Hearing, a Final Judgment shall be entered, which shall provide as follows:

(a) that the Declaration of Conditions, Covenants, Restrictions, and Reservations Affecting Property Located in Sandalfoot Cove dated June 12, 1969, and recorded June 12, 1969, in Official Records Book 1729, Pages 285-292, of the Public Records of Palm Beach County, Florida, as amended by that certain Final Judgment in Case No. 75-4697 CA L01 A, entitled, "Ruth Moltz, et.al., Plaintiffs, v. Sandalfoot Cove Country Club, Inc., et.al., Defendants," and as further amended by the terms of this Settlement Agreement and final judgment to be entered approving same (the "Declaration"), is a valid and enforceable declaration of use restrictions and covenants that run with the land described in the Declaration and is binding upon the present owners of improved and unimproved subdivision lots in Sandalfoot Cove Section One, their heirs, successors and assigns, and all parties claiming by, through, under, or against them;

(b) that the "Notice Pursuant to Marketable Record Title Act Section 712.01, et.seq., Florida Statutes," dated May 10, 1999, and recorded on May 11, 1999, in Official Records Book 11099, Page 1973, of the Public Records of Palm Beach County, Florida, by CCI constitutes valid and effective notice pursuant to a Marketable Record Title Act, Section 712.01, et.seq., Florida Statutes, for the purposes of preserving and protecting CCI's rights under the Declaration for a period of thirty (30) years from the date of its recordation;

(c) that CCI shall reduce the monthly Recreation Fee charged to lot owners in Sandalfoot Cove Section One pursuant to paragraph 4(b) of the Declaration from \$84.11, plus sales tax, per lot, per month, to \$70.00, plus sales tax, per lot, per month, effective on the Effective Date of the settlement agreement as hereinafter defined;

(d) that the aforescribed Recreation Fee shall remain fixed at \$70.00, plus sales tax, per lot, per month, until December, 2006. Thereafter, the Recreation Fee shall be adjusted annually on the first day of each year, commencing January 1, 2007, to reflect a percentage increase or decrease equal to 1.5 times the year over year percentage change in the Consumer Price Index ("CPI") determined by reference to the "12 Months Percent Change" Table, Series CUUR0000SA0, published by the United States Department of Labor, Bureau of Labor Statistics, (or its functional equivalent in the event said table is no longer published). For purposes of this Agreement, the term "CPI" means the "Consumer Price Index-All Urban Consumers, Series CUUR0000SA0, Not Seasonally Adjusted, U. S. City Average, All Items," published by the United States Department of Labor, Bureau of Labor Statistics, and the term "CPI %" means the twelve months percentage change derived from the "12 Months Percent Change" Table, Series CUUR0000SA0, published by said agency. Specifically, the annual adjustment shall be made as follows:

The monthly Recreation Fee for the year prior to the year of adjustment shall be multiplied by the percentage amount which is 1.5 times the CPI percentage change between September of the year prior to the year of adjustment, and September of the year which is two (2) years prior to the year of adjustment. The product of this multiplication shall be added to the amount of the monthly Recreation Fee for the year prior to the year of adjustment, and the resulting sum shall be the amount of the monthly Recreation Fee for the ensuing year. For example, the adjustment to be made as of January 1, 2007, will be calculated as follows:

CPI % change from September, 2005 to September, 2006 = "X%"  
"X%" x 1.5 = "Y%"  
"Y%" x \$70.00 = "Z"  
\$70.00 + "Z" = "Adjusted Recreation Fee for 2007"

In the event that the United States Department of Labor, Bureau of Labor Statistics no longer publishes this data, then the data published by such other governmental agency of the United States, as may keep said cost of living index, as successor to said agency, shall be used.

(e) that the tennis courts and shuffle board courts shall be eliminated as recreational facilities required to be provided by CCI to the lot owners in Sandalfoot Cove Section One under the Declaration, effective on the Effective Date. On or after the Effective Date, CCI shall be free to use the land upon which these facilities are presently located for such purposes as CCI may desire in its sole and unlimited discretion;

(f) that on the Effective Date, CCI shall transfer its power, authority and any obligation it may have to enforce the "deed restrictions" contained in paragraphs 1 through 3 of the Declaration, to a committee of lot owners in Sandalfoot Cove Section One, to be initially comprised of the following: Floyd Drummond, John Lemieux, Chris Fedor, Betty Kroener, and Donna Mitchell. The committee shall be known as the "Sandalfoot Cove Section One Deed Restriction Committee," (sometimes hereinafter referred to as the "Committee"), which shall, on or after the Effective Date, be authorized and empowered to enforce the "deed restrictions" contained in the Declaration against offending lot owners in Sandalfoot Cove Section One, as well as the power to transfer its authority to enforce the deed restrictions to a successor committee or owners' association, if and when approved by a majority vote of the lot owners of Sandalfoot Cove Section One. The members of the Committee appointed pursuant to the terms of this Agreement shall serve for a period of six (6) months from the Effective Date. On or before the date which is six (6) months after the Effective Date, an election shall be held to elect the members of the Committee to an initial term of office of three (3) years. Any person who owns, or has an ownership interest in a lot in Sandalfoot Cove Section One, (including the above named incumbent members of the Committee), shall be eligible to run for election to the Committee. Owners of lots in Sandalfoot Cove Section One shall be entitled to vote in the election, provided that the voting right is limited to one vote per lot, regardless of whether the lot is owned by a single owner or multiple owners. The vote shall be by written ballot, signed by the lot owner, or, in the case of multiple owners, by all of the lot owners. The five individuals receiving the highest number of votes shall be elected to the Committee, and shall thereafter serve for the initial term of three (3) years, or until they resign, die, become disabled, or cease to own property in Sandalfoot Cove Section One. A Committee member who resigns, dies, becomes disabled, or who ceases to own property in Sandalfoot Cove Section One, prior to the completion of his or her term in office, shall be replaced by an interim member appointed by majority vote of the remaining members of the Committee, who shall serve until the next election. Subsequent elections shall be conducted tri-annually, in accordance with the same procedure, for the duration of the term of the Declaration;

(g) that in the event of any litigation arising out of the Declaration, the prevailing party shall be entitled to an award of reasonable attorney's fees, including appellate attorney fees and all costs of litigation.

### DEADLINES AND WHAT YOU NEED TO DO NOW TO RECEIVE BENEFITS

If you wish, you may consult Class Counsel and/or your own attorney (at your expense), and if you and/or your attorney deem it appropriate, file objections, as described below. You also have the right to file an appearance in the Litigation if you wish. This description of the Litigation, the terms of the Settlement and other matters described herein are general and do not cover all of the issues and proceedings thus far. For the complete details of the Litigation and the terms and conditions of the Settlement, you are referred to the Stipulation of Settlement and the pleadings and other documents on file with the Court. In order to see the complete file, you or your attorney should visit the office of the Clerk of the Palm Beach County Circuit Court, 205 N. Dixie Highway, West Palm Beach, Florida. The Clerk will make the files relating to the lawsuit available to you for inspection and copying at your own expense. You may also request a copy of the entire Stipulation of Settlement by calling the Class Counsel at 561-362-5402, weekdays between the hours of 9:00 a.m. and 5:00 p.m.

### SCOPE OF PROPOSED DISMISSAL OF THE ACTION AND RELEASE OF THE DEFENDANT AND RELATED PERSONS

Pursuant to the proposed Settlement, Plaintiffs have agreed to dismiss, release, and discharge all claims against CCI on behalf of themselves and on behalf of the Settlement Class. Thus, the Stipulation of Settlement provides that, if the Settlement is approved by the Court, all claims, rights and causes of action, state or federal, and including damages, losses and demands of any nature whatsoever (including, but not limited to, compensatory damages, consequential damages, restitution, punitive damages, contempt, sanctions, penalties, injunctive relief, declaratory relief or otherwise), whether known or unknown, whether directly, representatively or in any other capacity, against CCI, its parent companies, subsidiaries, affiliates, or predecessors-in-interest, and any of its present and former partners, officers, directors, shareholders, employees, accountants, representatives, attorneys, subsidiaries, divisions, successors, heirs, agents and assigns (the "Released Persons"), arising out of the Declaration and the transactions, facts and matters which are or were the subject of the Lemieux I and Lemieux II Litigation, including, but not limited to claims asserted in the Lemieux I and Lemieux II Litigation or which could have been asserted in the Lemieux I and Lemieux II Litigation by Plaintiffs or any member of the Settlement Class against the Released Persons (all of the foregoing claims in this paragraph are hereinafter referred to as the "Settled Claims"), shall be compromised, settled, released and discharged with prejudice.

**INCORRECT CLASS MEMBER ADDRESS**

If this Notice was forwarded by the Postal Service, or it was otherwise sent to you at an address which is not current, you should immediately send a letter to each of the lawyers named below stating your past and current address.

**NOTICE OF SETTLEMENT HEARING**

NOTICE IS HEREBY GIVEN that a hearing has been scheduled for JUNE 22, 2005, at 9:30 o'clock a.m., in the Palm Beach County Courthouse, Courtroom 10C, 205 N. Dixie Highway, West Palm Beach, Florida, at which time a hearing will be held for the purposes of: (1) determining whether the proposed Settlement of the Litigation is fair, reasonable, and adequate, and should be approved by the Court and judgment entered thereon; and (2) considering such other matters on the fairness of the proposed Settlement as may properly come before the Court at the hearing. At the hearing, the Court will hear any objections and arguments concerning the fairness of the proposed Settlement. The Court has reserved the right to adjourn the hearing without further notice to members of the Settlement Class other than by announcement at the hearing. If the Settlement (including any modification thereto made by agreement of the parties as provided for in the Stipulation of Settlement) is approved by the Court, the parties will jointly request the Court to enter an Order and Final Judgment ("Final Order") among other things: (a) approving the Settlement as fair, reasonable and adequate and directing consummation of the settlement in accordance with its terms and provisions; (b) dismissing the Litigation as to CCI with prejudice as against the Plaintiffs and all members of the Settlement Class, without costs, such dismissal to be subject only to compliance by the parties with the terms and conditions of the Stipulation of Settlement and any order of the Court with reference to the Stipulation of Settlement; (c) permanently barring and enjoining the institution or prosecution by the Plaintiffs or any member of the Settlement Class, either directly or in any other capacity, of any action asserting claims that are Settled Claims; (d) releasing and discharging, on behalf of the Settlement Class and the Plaintiffs, the Released Persons from all Settled Claims; and (e) reserving continuing and exclusive jurisdiction over implementation of the Stipulation of Settlement.

**RIGHT TO APPEAR**

Any person who objects to the Settlement, or the judgment to be entered thereon, or who otherwise wishes to be heard, may appear in person or by his or her attorney, at his or her own expense, at the Fairness Hearing and present, as the Court allows, any evidence or argument that may be proper and relevant, as determined by the Court. However, no such person shall be heard, and no papers, briefs, pleadings, or other documents submitted by any person shall be received and considered by the Court (unless the Court in its discretion shall thereafter otherwise direct, upon application of such person and for good cause shown), unless by MAY 23, 2005, such person has filed with the Court (a) a notice of intention to appear; (b) proof of membership in the Settlement class; and (c) the specific grounds for such objections and any reasons why such person desires to appear and to be heard, as well as all documents or writings which such person desires this Court to consider. Such documents shall be served upon the following counsel contemporaneous with filing such documents with the Court:

On behalf of Plaintiffs and the Settlement Class:

ALEXANDER L. MARTONE, ESQ.  
30 S. E. 7th Street  
Boca Raton, FL 33432  
Tele: 561-362-5402 / Fax: 561-362-5485

On behalf of CCI:

DAVID D. WELCH, ESQ.  
WELCH & FINKEL  
2401 E. Atlantic Boulevard, Suite 400  
Pompano Beach, FL 33062  
Tele: (954) 943-2020 / Fax: (954) 782-1552

Any person who fails to object in the manner prescribed above will be deemed to have waived his or her objections and will forever be barred from making any such objections in the Litigation or in any other action or proceeding. Any member of the Settlement Class who accepts the benefits provided pursuant to the Settlement shall be conclusively deemed to have approved of the Settlement.

**FINALITY OF AND CONDITIONS OF SETTLEMENT**

The Stipulation of Settlement provides that the approval by the Court of the Settlement will be considered final, and the Settlement will be considered final (and CCI's obligation thereunder will arise), either (a) upon the entry by the Court of the Final Order and when the applicable period for the appeal of such Final Order shall have expired without an appeal having been filed; or (b) if an appeal is taken, upon entry of an order affirming the Final Order and when the applicable period for the appeal of such affirmation of the Final Order shall have expired without an appeal having been filed, or upon entry of any stipulation or order dismissing any such appeal with no right of further prosecution of the appeal; or (c) if an appeal is taken from any decision affirming the Final Order, upon entry of an order in such appeal finally affirming the Final Order without right of further appeal or upon entry of any stipulation or order dismissing any such appeal with no right of further prosecution of the appeal. None of the obligations of CCI pursuant to the Stipulation of Settlement shall become effective until the Settlement becomes final and is no longer subject to direct appeal or review. Notwithstanding the above, CCI shall have the option to declare the Settlement effective and final upon approval by the Court, irrespective of any pending appeal.

PLEASE DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE.

DATED: MARCH 23, 2005.

BY ORDER OF THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA



CFN 20090197513  
OR BK 23281 PG 0443  
RECORDED 06/11/2009 12:48:23  
Palm Beach County, Florida  
Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 0443 - 446; (4pgs)

This Instrument prepared by  
and to be returned to:  
Daniel A. Kaskel, Esquire  
SACHS SAX CAPLAN  
6111 Broken Sound Parkway, NW  
Suite 200  
Boca Raton, FL 33486  
(561) 994-4499

CERTIFICATE OF AMENDMENT  
TO THE DECLARATION OF CONDITIONS, COVENANTS,  
RESTRICTIONS AND RESERVATIONS FOR  
SANDALFOOT COVE ONE HOMEOWNER'S ASSOCIATION, INC.

I HEREBY CERTIFY that the amendment attached as Exhibit "A" to this Certificate was duly adopted as an amendment to the Declaration of Conditions, Covenants, Restrictions and Reservations for Sandalfoot Cove One Homeowner's Association, Inc. The Declaration of Conditions, Covenants, Restrictions and Reservations for Sandalfoot Cove One Homeowner's Association, Inc. is recorded in Official Records Book 1729, at Page 285, of the Public Records of Palm Beach County, Florida.

DATED this \_\_\_\_\_ day of May, 2009.

WITNESSES

SANDALFOOT COVE ONE  
HOMEOWNER'S ASSOCIATION, INC.

(1)

Debra Bass  
Print Name

By: Jonathan Tripp  
Jonathan Tripp, President

(2)

JOSEPH SILVIO  
Print Name

(As to Jonathan Tripp)

By: Melody Storms  
Melody Storms, Secretary

(1)

Armando J. Pineda  
Print Name

(2)

JOYCE A. NOLT  
Print Name

(As to Melody Storms)

Notary acknowledgement on the next page

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

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of May, 2009, by Jonathan Tripp, as President of Sandalfoot Cove One Homeowner's Association, Inc., who is personally known  or produced identification .

Type of Identification Produced: \_\_\_\_\_

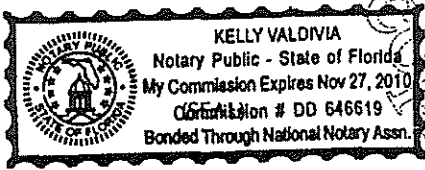


*[Signature]*  
NOTARY PUBLIC, State of Florida at Large

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

The foregoing instrument was acknowledged before me this 18 day of May, 2009, by Melody Storms, as Secretary of Sandalfoot Cove One Homeowner's Association, Inc., who is personally known  or produced identification .

Type of Identification Produced: FI Driver License



*[Signature]*  
NOTARY PUBLIC, State of Florida at Large

EXHIBIT "A"

AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR  
SANDALFOOT ONE HOMEOWNER'S ASSOCIATION, INC.

Words Underlined shall be added. Words ~~Struck Through~~ shall be deleted.

Item 1: Paragraph 1 (a) of the Declaration shall be amended as follows:

SANDALFOOT COVE, Section One shall be a mobile/modular home community.  
Each and every mobile/modular home placed or installed upon any lot within  
SANDALFOOT COVE, Section One shall:

(a) be of a width of not less than ~~twelve (12)~~ twenty-four (24) feet.

Item 2: Paragraph 3 (f) of the Declaration shall be amended as follows:

(f) ~~GRANTOR has made~~ Storage provisions for a storage area for boats, boat trailers, ~~mobile homes, travel trailers, campers and the like, and all boats, boat trailers, mobile homes, campers, travel trailers and the like shall be stored within the area provided by GRANTOR and at such storage charges as may be established by GRANTOR from time to time at West Boca Mini Storage of Sandalfoot or any other facility selected by the residential lot owner, but specifically excluding storage of such items upon any lot within SANDALFOOT COVE ONE community. Storage fees are the responsibility of the residential lot owner and not the responsibility of SANDALFOOT COVE ONE HOMEOWNERS ASSOCIATION, INC. No boat, boat trailer, travel trailer ~~mobile home, camper or the like, may be stored or kept upon any residential lot, except that with respect to waterfront lots, any owner thereof may keep and store any boat (defined as a boat under fifteen (15') feet in length and powered by an engine no larger than 7.5 horsepower) owned by him the residential lot owner. Boats permitted to be maintained within the community shall only be kept in the canal immediately adjacent to his or her lot or at a boat dock erected at the canal bank (and approved by the ASSOCIATION GRANTOR'S Architectural Control Committee), or drawn up upon the canal bank within the owner's lot.~~~~

Item 3: Paragraph 3 (j) of the Declaration shall be amended as follows:

(f) ~~No animals, livestock or poultry of any kind shall be kept, raised or bred on any residential lot, except that aquarium fish and caged non-talking birds shall be permitted to be kept on a residential lot. Dogs, cats, fish, birds and other domestic animals may be kept in homes only in compliance with Association rules and Palm Beach County Ordinances. No pit bull dogs shall be permitted upon any portion of the community, including within any home. Except for birds and fish, no more than two animals may be kept in a home. Animals may not make excessive noise (in the sole judgment of the Board). Animals may not be bred for commercial purposes. Dogs must remain on leashes at all times when outside a home and pets may not be left unattended outside the home, including, but not limited to, dogs on leashes tied to trees or other objects. Residential lot owners, renters and guests of a home where an animal is housed have the responsibility to promptly clean up after~~

This is not a certified copy

such animals have defecated in or on lots belonging to others. Used cat litter must be disposed of only in trash receptacles. Residential lot owners, renters and guests must keep their homes in a sanitary condition and free from fleas, pests, rodents, pet parasites and noxious odors. Residential lot owners shall be liable for damage caused to any other residential lot owner's property by their renters, guests, or their own pets. Pet feeding bowls may not be left outside. The Board may require permanent removal of any pet in the event that such pet or its owner has violated any of the foregoing rules or any other rule or regulation regarding pets that may be adopted by the Board from time to time. A residential lot owner may also be required to remove a pet from the home in the event that the Board determines that the pet presents a danger to the health, safety or welfare to any resident of the community.



CFN 20130135841  
OR BK 25894 PG 1539  
RECORDED 03/22/2013 14:57:46  
Palm Beach County, Florida  
Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 1539 - 1563; (25pgs)

This Instrument prepared by  
and to be returned to:  
Michael S. Foelster, Esq.  
Sachs Sax Caplan  
6111 Broken Sound Parkway, Suite 200  
Boca Raton, FL 33487  
(561) 994-4499

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDITIONS, COVENANTS,  
RESTRICTIONS AND RESERVATIONS AFFECTING PROPERTY LOCATED IN SANDALFOOT COVE AND  
THE BYLAWS OF SANDALFOOT COVE ONE HOMEOWNER'S ASSOCIATION, INC.**

I HEREBY CERTIFY that the amendments attached as Exhibit "A" to this Certificate of Amendment were duly adopted as amendments to the Declaration of Conditions, Covenants, Restrictions and Reservations Affecting Property Located in Sandalfoot Cove (as previously amended, the "Declaration"). The Declaration is recorded in Official Records Book 1729, at Page 285, of the Public Records of Palm Beach County, Florida. Additionally, I certify that the amendments attached as Exhibit "B" to this Certificate of Amendment were duly adopted as amendments to the Bylaws of Sandalfoot Cove One Homeowner's Association, Inc. (the "Bylaws"). Finally, I certify that the members of Sandalfoot Cove One Homeowner's Association (the "Association") have elected, in order that all members and future members are aware of the Association's Bylaws, Articles of Incorporation and Rules and Regulations, as same may be amended or modified from time to time, to incorporate same by this reference into the Declaration. The current Bylaws are attached to this Certificate of Amendment as the "Bylaws Exhibit". The current Articles of Incorporation are attached to this Certificate of Amendment as the "Articles of Incorporation Exhibit". The current Rules and Regulations attached to this Certificate of Amendment as the "Rules and Regulations Exhibit".

DATED this 5 day of March, 2013.

WITNESSES:

Mandi Losh  
Signature

Mandi Losh  
Print Name

Adriana Lalama  
Signature

Adriana Lalama  
Print Name

SANDALFOOT COVE ONE HOMEOWNER'S ASSOCIATION, INC.

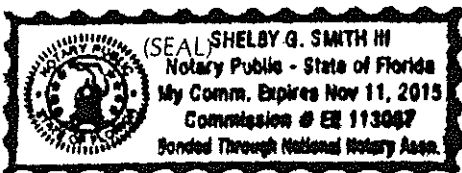
By: Adriana Lalama  
-Adriana Lalama, President

By: Ellen Zagofsky  
Ellen Zagofsky, Secretary

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

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of March, 2013, by Adriana Lalama, as President, and Ellen Zagofsky, as Secretary, of Sandalfoot Cove One Homeowner's Association, Inc., who are Personally Known [ ] or Produced Identification [ ].

Type of Identification Produced: DL 2212-20249-427-0



[Signature]  
NOTARY PUBLIC State of Florida at Large

**Item 3: Article 3 of the Declaration is modified by adding the following as a new Section (l):**

(l) After the date that this amendment is recorded, no owner may own more than (two) 2 lots, and, in such event, the owner must live in the home on one (1) of the lots. This amendment shall not affect any right of any owner who was a record owner of a lot on the date that this amendment is recorded.

**Item 4: Article 3 of the Declaration is modified by adding the following as a new Section (m):**

(m) In order that all Members and future Members are aware of the Association's Bylaws, Articles of Incorporation and Rules and Regulations, such documents, as same may be amended or modified from time to time, are incorporated into this Declaration by this reference. The current Bylaws will be attached to this amendment at the time of recording as "Bylaws Exhibit". The current Articles of Incorporation will be attached to this amendment at the time of recording as "Articles of Incorporation Exhibit". The current Rules and Regulations will be attached to this amendment at the time of recording as "Rules and Regulations Exhibit".



CFN 20140167345  
 OR BK 26776 PG 0355  
 RECORDED 05/07/2014 14:45:51  
 Palm Beach County, Florida  
 Sharon R. Bock, CLERK & COMPTROLLER  
 Pgs 0355 - 358; (4pgs)

This Instrument prepared by  
 and to be returned to:  
 Michael S. Foelster, Esq.  
 Sachs Sax Caplan  
 6111 Broken Sound Parkway, Suite 200  
 Boca Raton, FL 33487  
 (561) 994-4499

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDITIONS, COVENANTS,  
 RESTRICTIONS AND RESERVATIONS AFFECTING PROPERTY LOCATED IN SANDALFOOT COVE AND  
 THE BYLAWS OF SANDALFOOT COVE ONE HOMEOWNER'S ASSOCIATION, INC.**

I HEREBY CERTIFY that the amendments attached as Exhibit "A" to this Certificate of Amendment were duly adopted as amendments to the Declaration of Conditions, Covenants, Restrictions and Reservations Affecting Property Located in Sandalfoot Cove (as previously amended, the "Declaration"). The Declaration is recorded in Official Records Book 1729, at Page 285, of the Public Records of Palm Beach County, Florida.

DATED this 25 day of April, 2014.

WITNESSES:

**SANDALFOOT COVE ONE HOMEOWNER'S  
 ASSOCIATION, INC.**

Gary Hurayt  
 Signature

By:

Adriana Lalama  
 Adriana Lalama, President

GARY HURAYT  
 Print Name

Adriana Lalama  
 Signature

By:

Ellen Zagofsky  
 Ellen Zagofsky, Secretary

Adriana Lalama  
 Print Name

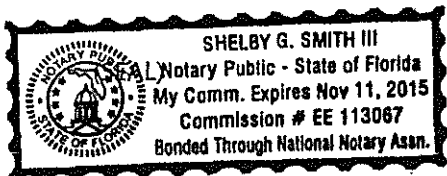
STATE OF FLORIDA )

) ss:

COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 25 day of <sup>April</sup> ~~March~~, 2014, by Adriana Lalama, as President, and Ellen Zagofsky, as Secretary, of Sandalfoot Cove One Homeowner's Association, Inc., who are Personally Known [ ] or Produced Identification [ ]

Type of Identification Produced: DV. 2212-02-5927.0



[Signature]  
 NOTARY PUBLIC, State of Florida at Large

## EXHIBIT "A"

### AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR SANDALFOOT COVE ONE HOMEOWNER'S ASSOCIATION, INC.

The original Declaration of Conditions, Covenants, Restrictions and Reservations Affecting Property Located in Sandalfoot Cove is recorded in Official Records 1729, Page 285, of the Public Records of Palm Beach County, Florida (the "Declaration").

As indicated herein, words underlined are added and words ~~struck through~~ are deleted.

---

#### Article 3 of the Declaration is modified by adding the following as a new Section (n):

(n) Leasing/Rental. Any Owner who desires to sell/lease/rent his or her lot shall be required to provide notice of such proposed sale/lease/rental to the Association at least thirty (30) days prior to the desired sale/start of the lease/rental. The Association shall have the authority to approve or disapprove any proposed sale, purchase, lease or proposed buyer/tenant in accordance with the procedures and requirements identified in this Section as follows:

(1) Only approved owners/tenants may reside in a home. Accordingly, all individuals (over 18 years old) who desire to reside in a home must apply for approval by the Association.

(2) The Association shall have the authority to charge an application fee in an amount to be determined by the Board of Directors from time to time, which in no event may exceed the highest amount permitted by applicable law.

(3) The Association shall have the authority to conduct a criminal and credit background check on each prospective owner and/or tenant in order to determine whether such individual is eligible pursuant to the requirements of this Section. The fees for conducting these background checks must be paid in advance by the prospective tenant or prospective owner. Additionally, the Association shall have the authority to conduct a personal interview with all prospective tenants.

(4) Subleases and assignments of leases shall be prohibited, and no portion of any home or lot may be rented other than the entire home or lot.

(5) The owner will be jointly and severally liable with the tenant to the Association for any injury or damage to property caused by the tenant.

(6) In the event an existing lease/rental is being renewed or extended, notice of such renewal or extension, and a copy of the renewed or extended lease must also be provided to the Association at least thirty (30) days prior to the end of the original lease term. Provided that tenant has not violated any governing document, rule or regulation of the Association, the Association may waive the requirement for the tenant to re-apply for approval for a renewed or extended lease.

(7) As a condition to approving any proposed lease or lease renewal, the Association may require that the owner and each tenant to enter into a lease addendum with the Association, on a form approved by the Association in its sole and absolute discretion. Such lease addendum may include, without limitation, (i) the Association's right to evict any and all tenants for violations of any governing documents, rules or regulations of the Association; (ii) the Association's right to demand that the tenants make any and all rental payments directly to Association, if the owner becomes delinquent in the payment of any monetary obligation to the Association; and (iii) any other provisions reasonably calculated by the Board to provide for the preservation of the safety, welfare or peace of mind of the Association's residents.

(8) The Association may deny any proposed sale, owner, rental, lease or tenant, including renewals or extensions of a rent/lease, based upon the following factors:

- (a) The person(s) seeking approval has been convicted at any time of a felony involving violence to a person or a felony where the victim was a minor; or
- (b) The person(s) seeking approval is a registered sexual offender or sexual predator pursuant to Florida law or pursuant to any other jurisdiction; or
- (c) The person(s) seeking approval takes possession of the lot prior to the approval by the Association as provided for herein; or
- (d) The person(s) seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his/her conduct in this or any other association as a lessee, guest, owner or occupant of a lot; or
- (e) At the time of the application or at any time prior to the time approval is granted, the owner is delinquent in the payment of any monetary obligation to the Association, or if the lot or property owner is in violation of any provision of any governing document, rule or regulation of the Association which remains uncured at the time the Association makes its decision regarding the proposed lease.

(9) This amendment shall not affect any right of any owner who was a record owner of a lot on the date that this amendment is recorded. No lot may be rented by the owner until such time as the owner has owned a lot in the Association for a period of at least twelve (12) consecutive months. Notwithstanding the foregoing, so long as the property owner has owned one (1) lot for at least twelve (12) consecutive months, the owner may purchase and rent/lease an additional lot without being subject to the above waiting period. The date that the instrument of conveyance is recorded in the public records of Palm Beach County, Florida shall commence the twelve (12) month period. If a property owner owns two (2) properties, the owner must live on one (1) of the properties. Only one (1) property may be rented, regardless of the number of properties owned by the

respective owner. Notwithstanding the foregoing, if the Association owns any lot, the Association shall have the authority to lease such lot at any time within the first twelve (12) months of ownership and thereafter. If the Association owns more than one (1) lot, the Association may lease more than one (1) lot.

(10) Notwithstanding any right an owner may have hereunder to lease/rent the owner's lot, in order to preserve the character of the community as an ownership community, at any given time no more than thirty percent (30%) of the properties subject to the Association may be leased or rented.

(11) The Association's Rules and Regulations, as same may be amended or modified from time to time, are automatically incorporated into each lease. The owner and/or the tenant are responsible for obtaining a copy of the current Rules and Regulations and the tenant must comply with same.

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT  
IN AND FOR PALM BEACH COUNTY, FLORIDA

COVE CLUB INVESTORS, LTD., a Florida  
limited partnership d/b/a BOCA DUNES  
GOLF & COUNTRY CLUB,

CASE NO. 502015CA005132XXXXMB

DIVISION: AD

Plaintiff,

vs.

SANDALFOOT COVE ONE  
HOMEOWNER'S ASSOCIATION, INC.,  
a Florida not-for-profit corporation,

Defendant.

**NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT**

**TO:** ALL PERSONS WHO OWN SUBDIVISION LOTS IN SANDALFOOT COVE SECTION ONE, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 28, PAGES 225-226, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PLEASE READ THIS NOTICE CAREFULLY. THIS IS NOT A LAWSUIT AGAINST YOU. YOU MAY BENEFIT FROM READING THIS NOTICE. IF YOU HAVE ANY QUESTIONS AS TO WHETHER YOU ARE A MEMBER OF THE SETTLEMENT CLASS, AS DESCRIBED BELOW, OR QUESTIONS REGARDING THE PROPOSED SETTLEMENT, THIS NOTICE OR YOUR BENEFITS UNDER THE PROPOSED SETTLEMENT, YOU MAY CALL KENNETH E. ZEILBERGER, ESQ., (561) 994-4499, CLASS COUNSEL, BOCA RATON, FLORIDA, WEEKDAYS, BETWEEN THE HOURS OF 9:00 A.M. AND 5:00 P.M. **PLEASE DO NOT CONTACT THE COURT FOR INFORMATION.**

AS SET OUT BELOW, **DECEMBER 28, 2015** IS THE DEADLINE FOR FILING WRITTEN OBJECTIONS TO THE SETTLEMENT AND/OR EXERCISING YOUR RIGHT TO APPEAR AT THE FINAL HEARING ON **JANUARY 28, 2016**, WHERE THE PARTIES WILL ASK THE COURT TO GIVE FINAL APPROVAL OF THE SETTLEMENT AS FAIR, ADEQUATE, AND REASONABLE, AND ENTER FINAL JUDGMENT THEREON.

This Notice is given pursuant to Rule 1.222 of the Florida Rules of Civil Procedure and the Order (the "Hearing Order") entered by the Circuit Court of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida (the "Court") on November 17, 2015. The purpose of this Notice is to inform you of this pending lawsuit (the "Litigation"); to advise you of a proposed settlement of the Litigation (the "Settlement"); to advise you of your rights, if you are a member of the class covered by the proposed Settlement (defined below as the "Settlement Class"), to receive benefits from the Settlement if it is approved by the Court, or to object to the proposed Settlement; and to give you notice of a hearing to be held by the Court on **JANUARY 28, 2016 AT 10:00 O'CLOCK A.M., IN COURTROOM 11D, PALM BEACH COUNTY COURTHOUSE, 205 N. DIXIE HIGHWAY, WEST PALM BEACH, FL 33401**, to determine whether the proposed Settlement, on a class-wide basis, should be approved by the Court as fair, reasonable and adequate, and to consider such other matters as may properly come before the Court in connection with the hearing.

**NO OPINIONS ARE EXPRESSED BY THE COURT AS TO THE MERITS**

This Notice is not an expression by any court as to the merits of the claims or defenses of the parties in this Litigation. This Notice was prepared by the parties to the Litigation and approved for dissemination by all parties to the Litigation and by the Court.

**DEFINITION OF THE SETTLEMENT CLASS**

On November 17, 2015, the Court entered an Order Certifying Class for the purposes of settlement. The "Settlement Class" is defined to include all individuals who own subdivision lots in Sandalfoot Cove Section One, according to the plat thereof, as recorded in Plat Book 28, Pages 225-226, of the Public Records of Palm Beach County, Florida (the "Class Members"). As part of the settlement process, the parties to the Litigation have stipulated that the Litigation shall proceed on behalf of the Settlement Class for settlement purposes only, and the Court's Hearing Order so provides.

**DESCRIPTION OF THE LITIGATION**

On May 5, 2015, Cove Club Investors, Ltd., a Florida limited partnership ("COVE CLUB"), filed a Class Action Complaint against Sandalfoot Cove One Homeowner's Association, Inc. (the "ASSOCIATION"), naming the ASSOCIATION as the proposed class representative to represent the putative class members consisting of all owners of subdivision lots in Sandalfoot Cove Section One, according to the plat thereof, as recorded in Plat Book 28, Pages 225-226, of the Public Records of Palm Beach County, Florida. The Litigation seeks a declaratory judgment determining the rights and obligations of COVE CLUB and the Class Members under that certain "Declaration of Conditions, Covenants, Restrictions and Reservations Affecting Property Located in Sandalfoot Cove," dated June 12, 1969, and recorded on June 12, 1969, in Official Records Book 1729, Pages 285 through 292, and a copy being re-filed on May 11, 1999, in accordance with the Marketable Record Title Act in Official Records Book 11099 at Page 1973, all of the Public Records of Palm Beach County, Florida (the "Declaration"). The Declaration has been previously modified and/or clarified by final judgments in two separate class action lawsuits, namely *Ruth Moltz et. al. v. Sandalfoot Cove Country Club, Inc. et. al*, Case no. 75-4697 CA (L) 01 A, dated September 7, 1977, and recorded in Official Records Book 2745 page 1460 of the public records of Palm Beach County, Florida and *John Lemieux, et. al. v. Cove Club Investors, Ltd.*, Case No. 502004CA011883XXXXMB (AN), dated June 29, 2005 and recorded in Official Records Book 19197 page 1895, of the public records of Palm Beach County, Florida. All mobile home subdivision lots located within Sandalfoot Cove Section One are encumbered by the Declaration, and the conditions, covenants, restrictions and reservations set forth in the Declaration run with the land and are binding upon the

subdivision lot owners, their successors and assigns, and COVE CLUB as successor and assignee of United Utilities Corp. of Florida, Inc., the subdivision developer of Sandalfoot Cove Section One and the initial "Grantor" of the Declaration. The parties disagree over the meaning and legal effect of certain provisions of the Declaration, and have requested the Court to declare the rights, status and other equitable or legal relations of the parties under the Declaration pursuant to its power to construe contracts under the Declaratory Judgment Act, Chapter 86, Florida Statutes, and to thereby resolve the disagreement. The parties engaged in informal pretrial discovery, which led to extensive settlement negotiations between the parties. On September 30, 2015, the parties entered into a Settlement Agreement.

#### **COURT ORDERS AND OTHER MATTERS CONCERNING THE SETTLEMENT**

By Order entered November 17, 2015, the Court, on joint motion of COVE CLUB and the ASSOCIATION, conditionally certified a Class for settlement purposes. The Order appointed the ASSOCIATION as Class Representative, and ASSOCIATION'S counsel, Kenneth E. Zeilberger, Esq., as Class Counsel. Class Counsel has sought and obtained substantial informal discovery and has engaged in extensive discussions with counsel for Cove Club Investors, Ltd., with regard to issues relevant to the Litigation. The parties have engaged in several settlement conferences and have conducted meetings open to all subdivision lot owners, which were attended by a substantial number of the Class Members.

#### **NO ADMISSION OF LIABILITY**

By settling this lawsuit, neither party is admitting any liability to the other party or to the Settlement Class. The Litigation does not involve liability claims for or against the Class Members. The issue involved in the Litigation is limited to a judicial interpretation of certain provisions of the Declaration, pursuant to Chapter 86, Florida Statutes (the Declaratory Judgment Act).

#### **SUPPORT OF THE SETTLEMENT BY THE PARTIES**

Based on their review and analysis of the relevant facts and legal principles, Class Counsel's informal discovery, the ASSOCIATION and Class Counsel believe that the terms and conditions of the Settlement are fair, reasonable and adequate, and are beneficial to and in the best interests of the parties and the Settlement Class. The ASSOCIATION and Class Counsel base this opinion upon: (1) the fact that the Settlement provides for members of the Settlement class to receive substantial relief in the most expeditious and efficient manner practicable, and thus, much sooner than would be possible were the claims asserted to be litigated through trial and appeal; (2) the fact that the Settlement obligates COVE CLUB to provide the benefits of the Settlement to the Class Members, who are not required to do anything to enjoy the benefits under the Settlement; (3) the fact that the Settlement relieves all class members of the obligation to pay monthly recreation fees to COVE CLUB which would otherwise increase annually, continue indefinitely, and would be secured by a lien against each Class Member's property that would be enforceable regardless of whether the recreation facilities are used by the Class Members or not; (4) the fact that there is no requirement under the Settlement that a "buy out" be paid by the Class Members to be relieved of the recreation fee obligation and lien, although it is a standard practice in the industry to require a substantial "buy out" to obtain a release from recreational leases or agreements; (5) the fact that the Settlement obligates COVE CLUB to offer a golf membership program to all Class Members which provides membership benefits for a discounted membership fee and requires no long term obligation, is not secured by a lien on Class Members' property, and can be cancelled at anytime by any Class Member initially choosing to take advantage of the offer; (6) the fact that the Class Members have been afforded the benefit of an attorney experienced in homeowner association issues to represent them as Class Counsel at no expense to the Class Members or to the ASSOCIATION (the attorney's fees charged to the ASSOCIATION by Class Counsel being agreed to be reimbursed by COVE CLUB as part of the Settlement); (7) the fact that the Settlement allows members of the Settlement Class to file written objections to the Settlement should they so desire, and to appear at the Fairness Hearing and be heard on such objections.

#### **THE SETTLEMENT AGREEMENT**

In light of the foregoing, the parties entered into a Settlement Agreement which they filed with the Court on October 19, 2015. The Settlement Agreement settles all claims, which were or which could have been brought in the Litigation (the "Settled Claims"), and details the terms and conditions of the Settlement, which are summarized below. The parties are urging the Court to approve the Settlement.

#### **THE PROPOSED SETTLEMENT**

The following is a summary of the terms and conditions of the proposed Settlement, which are set forth in detail in the Settlement Agreement. The parties agree that upon Court approval, following a Fairness Hearing, a Final Judgment shall be entered, which shall, in pertinent part, provide as follows:

- (a) that on the effective date of the Settlement Agreement (the "Effective Date"), the Declaration, as amended by that certain Final Judgment in Case No. 75-4697 CA L01 A, entitled, "Ruth Moltz, et. al., Plaintiffs, v. Sandalfoot Cove Country Club, Inc., et. al., Defendants," and as further amended by that certain Final Judgment in *John Lemieux, et. al. v. Cove Club Investors, Ltd.*, Case No. 502004CA011883XXXXMB (AN), dated June 29, 2005 and recorded in Official Records Book 19197 page 1895, of the public records of Palm Beach County, Florida, shall be further amended by the terms of the Settlement Agreement and final judgment to be entered approving same;
- (b) that the Declaration, as so amended, is a valid and enforceable declaration of use restrictions and covenants that run with the subdivision lots in Sandalfoot Cove Section One, according to the plat thereof, as recorded in Plat Book 28, Pages 225-226, of the Public Records of Palm Beach County, Florida, and is binding upon the present owners of improved and unimproved subdivision lots in Sandalfoot Cove Section One, their heirs, successors and assigns, and all parties claiming by, through, under, or against them;
- (c) that the Class Members be relieved of any and all obligations under the Declaration to pay COVE CLUB, its successors and assigns, any further recreation fees after the Effective Date, and that COVE CLUB, its successors and assigns be relieved of any and all obligations under the Declaration to provide recreation facilities for the use of subdivision lot owners, and that the covenants running with the land encumbering the subdivision lots in Sandalfoot Cove Section One and the real property owned by COVE CLUB, be terminated, to the extent that such covenants imposed an obligation on COVE CLUB to furnish recreation facilities at Boca Dunes



Golf & Country Club for the use and benefit of the subdivision lot owners and required the subdivision lot owners to pay COVE CLUB for such use;

(d) that, commencing November 1, 2015, all recreation fees received by COVE CLUB shall be deposited into an escrow account. Upon the satisfaction of all conditions precedent to the effectiveness and enforceability of the Settlement Agreement, the escrowed funds shall be paid to the ASSOCIATION, for distribution to the subdivision lot owners from whom payment was received. In the event that the conditions of the Settlement Agreement are not satisfied, the escrowed funds will be paid to COVE CLUB;

(e) that COVE CLUB shall be obligated to pay ASSOCIATION'S reasonable attorneys' fees and costs incurred in the litigation and negotiation of the Settlement;

(f) that all subdivision lot owners in Sandalfoot Cove Section One, shall be eligible for the "Boca Dunes Golf & Country Club HOA Golf Membership," which is a membership offered exclusively to subdivision lot owners in Sandalfoot Cove Section One;

(g) that COVE CLUB shall spend a minimum of \$2,000,000.00 to redesign and improve the golf courses and renovate the clubhouse at Boca Dunes Golf & Country Club. COVE CLUB shall retain the right, in its sole discretion, to apply its funds to improve the property, buildings, fixtures and equipment in whatever manner it considers appropriate. The redesigned golf course shall include an Executive Golf Course, which shall consist of a minimum of 9 holes.

(h) that the ASSOCIATION shall have the use of one of the meeting rooms in the clubhouse at Boca Dunes Golf & Country Club for its board meetings, membership and community meetings, and to conduct interviews of prospective purchasers of property within Sandalfoot Cove Section One, without charge, for as long as COVE CLUB, or its successors or assigns operate the clubhouse as a part of a golf and country club.

(i) During the construction of new townhomes and the redesigned golf course, COVE CLUB shall provide clean-up services to the subdivision lot owners to pick-up and dispose of all debris and litter caused by the construction, including the removal of any excessive accumulation of dirt and dust resulting from such construction activities from the exterior surfaces of the affected homes in the Sandalfoot Cove Section One community.

(j) that every residential lot owner, or prospective residential lot owner in Sandalfoot Cove Section One must be approved in writing by the membership committee of the ASSOCIATION and such written approval in recordable form, shall be a condition precedent to the passing of title of any residential lot and all grantees, by the acceptance of deeds from their respective grantors, consent to the provisions of the Declaration, the By Laws and Rules and Regulations of the ASSOCIATION, and agree to be bound thereby. No prospective owner of a lot shall be denied membership in the ASSOCIATION because of race, creed, religion, or national origin. In considering a prospective member's application for membership in the ASSOCIATION, the membership committee shall consider the credit reputation, moral reputation, and financial stability of each such applicant, to the end that membership in the ASSOCIATION shall be limited to persons enjoying a reputation of good moral character and sound financial responsibility

**DEADLINES AND WHAT YOU NEED TO DO NOW TO RECEIVE BENEFITS**

If you wish, you may consult Class Counsel and/or your own attorney (at your expense), and if you and/or your attorney deem it appropriate, file objections, as described below. You also have the right to file an appearance in the Litigation if you wish. This description of the Litigation, the terms of the Settlement and other matters described herein are general and do not cover all of the issues and proceedings thus far. For the complete details of the Litigation and the terms and conditions of the Settlement, you are referred to the Settlement Agreement and the pleadings and other documents on file with the Court. In order to see the complete file, you or your attorney should contact the office of the Clerk of the Palm Beach County Circuit Court, 205 N. Dixie Highway, West Palm Beach, Florida. You may also request a copy of the entire Settlement Agreement by calling the Class Counsel at (561) 994-4499, weekdays between the hours of 9:00 a.m. and 5:00 p.m.

**INCORRECT CLASS MEMBER ADDRESS**

If this Notice was forwarded by the Postal Service, or it was otherwise sent to you at an address which is not current, you should immediately send a letter to each of the lawyers named below stating your past and current address.

**NOTICE OF SETTLEMENT HEARING**

**NOTICE IS HEREBY GIVEN** that a hearing has been scheduled for **JANUARY 28, 2016 AT 10:00 O'CLOCK A.M., IN THE PALM BEACH COUNTY COURTHOUSE, COURTROOM 11D, 205 N. DIXIE HIGHWAY, WEST PALM BEACH, FLORIDA**, at which time a hearing will be held for the purposes of: (1) determining whether the proposed Settlement of the Litigation is fair, reasonable, and adequate, and should be approved by the Court and judgment entered thereon; and (2) considering such other matters on the fairness of the proposed Settlement as may properly come before the Court at the hearing. At the hearing, the Court will hear any objections and arguments concerning the fairness of the proposed Settlement. The Court has reserved the right to adjourn the hearing without further notice to members of the Settlement Class other than by announcement at the hearing. If the Settlement (including any modification thereto made by agreement of the parties as provided for the Settlement Agreement) is approved by the Court, the parties will jointly request the Court to enter an Order and Final Judgment ("Final Order") which, among other things shall: (a) approve the Settlement as fair, reasonable and adequate and directing consummation of the settlement in accordance with its terms and provisions; (b) permanently bar and enjoin the institution or prosecution by the parties or any member of the Settlement Class, either directly, indirectly, or in any other capacity, of any action asserting claims that are Settled Claims; (c) reserving continuing and exclusive jurisdiction over implementation and enforcement of the Settlement Agreement.

**RIGHT TO APPEAR**

Any person who objects to the Settlement, or the judgment to be entered thereon, or who otherwise wishes to be heard, may appear in person or by his or her attorney, at his or her own expense, at the Fairness Hearing and present, as the Court allows, any evidence or argument that may be proper and relevant, as determined by the Court. However, no such person shall be heard, and no papers, briefs, pleadings, or other documents submitted by any person shall be received and considered by the Court (unless the Court in its discretion shall thereafter otherwise direct, upon application of such person and for good cause shown), unless by **DECEMBER 28, 2015**, such person has filed with the Court (a) a notice of intention to appear; (b) proof of membership in the Settlement class; and (c) the specific grounds for such objections and any reasons why such person desires to appear and to be heard, as well as all documents or writings which such person desires this Court to consider. Such documents shall be served upon the following counsel contemporaneous with filing such documents with the Court:

On behalf of COVE CLUB:

STEPHEN A. MENDELSON, ESQ.  
GREENBERG TRAUIG  
5100 Town Center Circle  
Suite 400  
Boca Raton, Florida 33486  
Tele: (561) 955-7629/ Fax: (561) 338-7099

and

DAVID D. WELCH LAW OFFICES  
Attorneys for Plaintiff  
2211 E. Sample Road #203  
Lighthouse Point, Florida 33064  
Tele: (954) 943-2020/ Fax: (561) 482-8248  
Attorneys for Plaintiff, Cove Club Investors, Ltd.

On behalf of the ASSOCIATION and the Class Members:

KENNETH E. ZEILBERGER, ESQ.

SACHS SAX CAPLAN  
6111 Broken Sound Parkway NW,  
Suite 200  
Boca Raton, FL 33487  
Tele: (561) 994-4499/ Fax: (561) 994-4985  
Attorney for Defendant, Sandalfoot Cove  
One Homeowner's Association, Inc.

Any person who fails to object in the manner prescribed above will be deemed to have waived his or her objections and will forever be barred from making any such objections in the Litigation or in any other action or proceeding. Any member of the Settlement Class who accepts the benefits provided pursuant to the Settlement shall be conclusively deemed to have approved of the Settlement.

**FINALITY OF AND CONDITIONS OF SETTLEMENT**

The Settlement Agreement provides that the approval by the Court of the Settlement will be considered final, and the Settlement will be considered final, either (a) upon the entry by the Court of the Final Order and when the applicable period for the appeal of such Final Order shall have expired without an appeal having been filed; or (b) if an appeal is taken, upon entry of an order affirming the Final Order and when the applicable period for the appeal of such affirmance of the Final Order shall have expired without an appeal having been filed, or upon entry of any stipulation or order dismissing any such appeal with no right of further prosecution of the appeal; or (c) if an appeal is taken from any decision affirming the Final Order, upon entry of an order in such appeal finally affirming the Final Order without right of further appeal or upon entry of any stipulation or order dismissing any such appeal with no right of further prosecution of the appeal. None of the obligations of the parties pursuant to the Settlement Agreement shall become effective until the Settlement becomes final and is no longer subject to direct appeal or review.

**PLEASE DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE.**

**DATED: November 17, 2015.**

**BY ORDER OF THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA**

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT  
IN AND FOR PALM BEACH COUNTY, FLORIDA

CASE NO. 2015-CA-005132-AD

COVE CLUB INVESTORS, LTD., a Florida  
limited partnership d/b/a BOCA DUNES  
GOLF & COUNTRY CLUB,

Plaintiff,

vs.

SANDALFOOT COVE ONE HOMEOWNER'S  
ASSOCIATION, INC., a Florida not-for-profit  
corporation,

Defendant.

---

**SETTLEMENT AGREEMENT**

THIS SETTLEMENT AGREEMENT (the "Agreement") is entered into this 30<sup>th</sup> day of September, 2015 by and between COVE CLUB INVESTORS, LTD., a Florida limited partnership d/b/a BOCA DUNES GOLF & COUNTRY CLUB ("COVE CLUB") and SANDALFOOT COVE ONE HOMEOWNER'S ASSOCIATION, INC., a Florida not-for-profit corporation (the "ASSOCIATION").

**RECITALS**

A. WHEREAS, COVE CLUB is a limited partnership duly organized and existing under the laws of the State of Florida, with its principal place of business located in Boca Raton, Palm Beach County, Florida. COVE CLUB is the owner and operator of Boca Dunes Golf & Country Club f/k/a Sandalfoot Cove Country Club. Boca Dunes Golf & Country Club is located on real property in Palm Beach County, Florida, which, together with adjacent lands, is subject to and encumbered by that certain "Declaration of Conditions, Covenants, Restrictions and

Handwritten signature and initials in the bottom right corner of the page.

Reservations Affecting Property Located in Sandalfoot Cove,” dated June 12, 1969, and recorded on June 12, 1969, in Official Records Book 1729, Pages 285 through 292, and a copy being re-filed on May 11, 1999, in accordance with the Marketable Record Title Act in Official Records Book 11099 at Page 1973, all of the Public Records of Palm Beach County, Florida (the "Declaration"). A copy of the Declaration is attached hereto as Exhibit "A."

B. WHEREAS, the Declaration has been modified and/or clarified by final judgments in two separate class action lawsuits, namely *Ruth Moltz et. al. v. Sandalfoot Cove Country Club, Inc. et. al.*, Case no. 75-4697 CA (L) 01 A, dated September 7, 1977, and recorded in Official Records Book 2745 page 1460 of the public records of Palm Beach County, Florida and *John Lemieux, et. al. v. Cove Club Investors, Ltd.*, Case No. 502004CA011883XXXXMB (AN), dated June 29, 2005 and recorded in Official Records Book 19197 page 1895, of the public records of Palm Beach County, Florida. Copies of the final judgments are attached hereto as Exhibits "B" and "C".

C. WHEREAS, ASSOCIATION is a Florida not-for-profit corporation which was organized under the Florida Not for Profit Corporation Act, Chapter 617, Florida Statutes and the Florida Mobile Home Act, Chapter 723, Florida Statutes as a mobile home homeowners' association whose members include the owners of real property in Sandalfoot Cove Section One, according to the plat thereof, recorded in Plat Book 28, pages 225-226, of the Palm Beach County public records. According to its By-laws, ASSOCIATION was formed "to promote the betterment of the community known as Sandalfoot Cove Section One," and, among other purposes, "to recommend and initiate united and concerted action by the owners of real property located within (Sandalfoot Cove Section One) wherever the Corporation shall deem action necessary or advisable for the best interest of such real property owners as a whole, and to act on behalf of its members

*ja*  
*DMW*

for the enforcement of protective covenants, deed restrictions and contracts for the benefit of all concerned . . .”

D. WHEREAS, on May 5, 2015, COVE CLUB brought the above entitled action (the “Lawsuit”) against ASSOCIATION under and pursuant to *Fla. R. Civ. P. 1.222*, which provides that a mobile homeowners’ association may institute, maintain, settle, or appeal actions in its name on behalf of all homeowners concerning matters of common interest, and further provides that if the association has the authority to maintain a class action under this rule, the ASSOCIATION may be joined in an action as representative of that class with reference to litigation and disputes involving the matters for which the association could bring a class action under this rule. A class action under Rule 1.222 is not subject to the requirements of Rule 1.220.

E. WHEREAS, all mobile home subdivision lots located within Sandalfoot Cove Section One are encumbered by the Declaration, and the conditions, covenants, restrictions and reservations set forth in the Declaration run with the land and are binding upon the subdivision lot owners, their successors and assigns, and COVE CLUB, and its successors and assigns, as successors and assignees of United Utilities Corp. of Florida, Inc., the subdivision developer of Sandalfoot Cove Section One and the initial “Grantor” of the Declaration.

F. WHEREAS, the Lawsuit is for declaratory judgment and supplemental relief, pursuant to Chapter 86, Florida Statutes and *Fla. R. Civ. P. 1.222*, to construe the rights and obligations of COVE CLUB and the subdivision lot owners under certain provisions of the Declaration which involve property interests and rights of a value in excess of \$15,000, and is within the jurisdiction of this court. In particular, the parties disagree as to the rights and obligations of COVE CLUB and the subdivision lot owners under paragraphs 4 and 6 of the Declaration, and seek a declaratory judgment of the court to resolve the dispute.



Paragraph 4 of the Declaration as modified by Paragraph f. of the Final Judgment in the *Moltz* case, provides in pertinent part as follows:

The Declaration dated June 12, 1969 and recorded in Official Records Book 1729, page 285, of the public records of Palm Beach County, Florida, requires the owners of lots in Section One to pay recreation and maintenance fees. In exchange for the payment of said fees, the owners of lots in Sandalfoot Cove Section One, are entitled to the following rights under the recreational provisions of the Declaration . . . 2. The right to play the Sandalfoot Cove nine hole executive golf course without the payment of any green fees, trail fee, or other admission charge.

COVE CLUB interprets this provision as requiring it to furnish a nine hole Executive Golf Course somewhere on its property for the subdivision lot owners' use, but that nothing in the Declaration requires the nine hole Executive Golf Course to be in any specific location within the 158 acres of property owned by COVE CLUB. Accordingly, COVE CLUB contends that it may from time to time reconfigure the golf courses on its property to, among other purposes, allow portions of its property to be redeveloped as residential housing, and in implementing such a redevelopment plan, to relocate its golf courses, including the nine hole Executive Golf Course, to an alternative site on its property. ASSOCIATION contends that under the terms of the Declaration, the nine hole Executive Golf Course may not be relocated and must remain in the same location on COVE CLUB'S property as it has been since the inception of the operation of the golf and country club.

Paragraph 6 of the Declaration provides as follows:

Each of the Conditions, Covenants, Restrictions, and Reservations hereinabove set forth shall continue and be binding upon Grantor and upon its successors and assigns, and upon each of them, and all parties and persons claiming under them for a period of thirty (30) years from the 12<sup>th</sup> day of June, 1969 and automatically thereafter for successive periods of twenty-five (25) years each unless terminated prior thereto by Grantor.



COVE CLUB contends that under this provision it has the right to terminate the Declaration without consent or joinder of the subdivision lot owners. ASSOCIATION asserts that the Declaration cannot be terminated without the consent and joinder of the subdivision lot owners.

G. WHEREAS, ASSOCIATION is authorized by *Fla. R. Civ. P. 1.222* to represent the class, consisting of all subdivision lot owners in Sandalfoot Cove Section One, because the issues in this action concern matters of "common interest" to all of the subdivision lot owners within the community.

H. WHEREAS, COVE CLUB is party to a contract with K. Hovnanian T&C Homes At Florida, LLC (the "KHOV Contract") for the sale of the portion of the Boca Dunes golf course on which the nine hole Executive Golf Course is presently located (the "KHOV Sale"). This agreement is contingent upon the successful closing of the KHOV sale in accordance with the KHOV Contract.

I. WHEREAS, COVE CLUB and the ASSOCIATION desire to fully and finally settle the matters raised in the Lawsuit without admission of liability or wrongdoing, for the purposes of avoiding further controversy, litigation costs, legal fees and inconvenience.

J. WHEREAS, this Agreement shall become effective on the "Effective Date," which shall be the date it is approved by final judgment in this action. For purposes of this Agreement, the judgment shall become final upon its affirmance on appeal, or the expiration of the time for filing an appeal with no appeal being taken. Prior to the entry of a final judgment approving the settlement in this case, notice of the Lawsuit and proposed settlement shall be given to the class members in the manner prescribed by the court, affording them the opportunity to be heard and participate in the litigation, and to appear in person or through counsel at a fairness hearing to be

*Jan*  
*SPW*

conducted by the court. At the fairness hearing, the court shall determine whether or not this Agreement is fair, adequate and reasonable to the class members, is not the result of collusion between the parties, and that it otherwise satisfies the requirements of Florida law. Should this Agreement not be approved as set forth above, or, if after its Effective Date the KHOV sale does not close in accordance with the KHOV Contract, COVE CLUB and ASSOCIATION shall retain all rights as if this Agreement had not been entered into.

### AGREEMENT

In consideration of the foregoing Recitals, the mutual covenants set forth below and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The Recitals set forth above are true and correct and are fully incorporated in and made a part of this Agreement.

2. On the Effective Date, the Declaration, as amended by the final judgment in *Ruth Moltz et. al. v. Sandalfoot Cove Country Club, Inc. et. al*, Case no. 75-4697 CA (L) 01 A, dated September 7, 1977, and recorded in Official Records Book 2745 page 1460 of the public records of Palm Beach County, Florida and the final judgment in *John Lemieux, et. al. v. Cove Club Investors, Ltd.*, Case No. 502004CA011883XXXXMB (AN), dated June 29, 2005 and recorded in Official Records Book 19197 page 1895, of the public records of Palm Beach County, Florida shall be further amended as follows:

- a.) Subparagraphs 4(b), (c), and (g) of the original Declaration dated June 12, 1969 and recorded at Official Records Book 1729 pages 285-292 are deleted in their entirety.
- b.) Subparagraph 4(a) of the original Declaration dated June 12, 1969 and recorded at Official Records Book 1729 pages 285-292 is modified by deleting the entire text of the said subparagraph and replacing it with the following:  
"Every residential lot owner, or prospective residential lot owner must be

Handwritten signature and initials, possibly "Jan" and "DRW", in the bottom right corner.



approved in writing by the membership committee of the Sandalfoot Cove One Homeowners Association, Inc. (the "Association") and such written approval in recordable form, shall be a condition precedent to the passing of title of any residential lot and all grantees by the acceptance of deeds from their respective grantors consent to the provisions of this Declaration, the By Laws and Rules and Regulations of the Association, and agree to be bound thereby. No prospective owner of a lot shall be denied membership in the Association because of race, creed, religion, or national origin. In considering a prospective member's application for membership in the Association, the membership committee shall consider the credit reputation, moral reputation, and financial stability of each such applicant, to the end that membership in the Association shall be limited to persons enjoying a reputation of good moral character and sound financial responsibility."

- c.) Subparagraph 4(f) of the original Declaration dated June 12, 1969 and recorded at Official Records Book 1729 pages 285-292 is modified by deleting from the second line thereof, the words, "...the recreation fee or ..."
- d.) Subparagraph 4(h) of the original Declaration dated June 12, 1969 and recorded at Official Records Book 1729 pages 285-292 is modified by deleting from the eighth line thereof, the words, "GRANTOR may also elect, at its ..."
- e.) Paragraph 5 of the original Declaration dated June 12, 1969 and recorded at Official Records Book 1729 pages 285-292 is modified by deleting from the sixth, seventh and eighth lines thereof, the words, "...in the Sandalfoot Golf and Country Club and the recreation facilities hereinabove described, as well as the right of the GRANTOR..."
- f.) All references in the Declaration to any obligation of subdivision lot owners to pay "recreation fees," or to COVE CLUB'S right to a lien against subdivision lot owners' real property as security for the payment of "recreation fees," or the obligation of COVE CLUB to provide any services or facilities in the nature of "recreation facilities," including, but not limited to the "recreation facilities" described in paragraph (f) of the final judgment entered in *Ruth Moltz et. al. v. Sandalfoot Cove Country Club, Inc. et. al*, Case no. 75-4697 CA (L) 01 A, dated September 7, 1977, and recorded in Official Records Book 2745 page 1460 of the public records of Palm Beach County, Florida, shall, as of the Effective Date, be stricken and be deemed null, void and of no further legal force and effect, it being the intent of the parties hereto that the subdivision lot owners be relieved of any and all obligations under the Declaration to pay COVE CLUB, its successors and assigns, any further recreation fees after the Effective Date, and that COVE CLUB, its successors and assigns be relieved of any and all



obligations under the Declaration to provide recreation facilities for the use of subdivision lot owners after the Effective Date, and that this settlement agreement, on its Effective Date, operate to terminate the Declaration and all covenants running with the land encumbering the real property owned by COVE CLUB, which is legally described on the attached Exhibit "D," and to forever release said lands therefrom, and to terminate the Declaration and covenants running with the land encumbering the subdivision lots in Sandalfoot Cove Section One to the extent that such covenants imposed an obligation on the subdivision lot owners to pay COVE CLUB for the use of recreation facilities at Boca Dunes Golf & Country Club, but only to such extent.

3. Notwithstanding the termination of the recreational facility agreement provisions of the Declaration as of the Effective Date, subdivision lot owners in Sandalfoot Cove Section One shall remain liable to COVE CLUB for all recreation fees which become due prior to the Effective Date. COVE CLUB shall retain all rights, including its lien rights, against subdivision lots owned by lot owners who shall fail to pay all recreation fees which shall have become due prior to the Effective Date. Commencing November 1, 2015, all recreation fees received by COVE CLUB shall be deposited in an escrow account to be established at JPMorgan Chase Bank in the name of "David D. Welch, Escrow Agent Account f/b/o Sandalfoot Cove One HOA," to be held and administered under the following terms and conditions: Upon the satisfaction of all conditions of this Settlement Agreement and the successful sale and closing on the KHOV sale, the escrowed funds shall be paid to the ASSOCIATION, for distribution to the subdivision lot owners from whom payment was received. COVE CLUB shall provide ASSOCIATION with an itemization of the amounts paid into the escrow account by each owner. In the event that the conditions of this Settlement Agreement are not satisfied, and/or the KHOV sale does not close in accordance with the KHOV contract, the escrowed funds will be paid to COVE CLUB.

4. Upon the later of the date which is ten (10) days after the closing on the KHOV sale, or final order of the court determining the reasonableness of ASSOCIATION'S claim for attorneys' fees and costs, COVE CLUB shall be obligated to pay ASSOCIATION'S reasonable

attorneys' fees and costs incurred in the litigation and negotiation of the settlement of this action. ASSOCIATION has provided COVE CLUB with its attorneys' billing statements and time records in support thereof for work performed through and including the date of this Agreement. The parties agree that \$23,514.79 is a reasonable sum for attorney fees and costs incurred by ASSOCIATION through <sup>August 31, 2015</sup> ~~the date of this Agreement~~. Within 30 days of the Effective Date, ASSOCIATION shall provide COVE CLUB with its attorneys' billing statements and time records in support thereof for work performed between <sup>September 1, 2015</sup> ~~the date of this Agreement~~ and the Effective Date. In the event that COVE CLUB disputes the reasonableness of the hours and/or attorneys' fees and costs claimed, the issue shall be submitted to the court for determination. In no event shall COVE CLUB be liable for attorneys' fees and costs paid for reimbursed or covered by insurance coverage provided by the ASSOCIATION's insurer.

5. All subdivision lot owners in Sandalfoot Cove Section One, shall be eligible for the Boca Dunes Golf & Country Club HOA Golf Membership, which is a membership offered exclusively to subdivision lot owners in Sandalfoot Cove Section One, and which is described on the attached Exhibit "E."

6. By the date which is twelve (12) months after the closing date of the KHOV sale, COVE CLUB shall spend no less than \$2 million to improve the golf courses and clubhouse at Boca Dunes Golf & Country Club. COVE CLUB shall retain the right, in its sole discretion, to apply its funds to improve the property, buildings, fixtures and equipment in whatever manner it considers appropriate. The redesigned golf course shall include an Executive Golf Course, which shall consist of a minimum of 9 holes. COVE CLUB shall make its final designs and plans available to ASSOCIATION within thirty (30) days after the closing of the KHOV sale, and upon

request, provide ASSOCIATION with documentation showing COVE CLUB's expenditure of \$2 million as set forth herein.

7. ASSOCIATION shall have the use of one of the meeting rooms in the clubhouse at Boca Dunes Golf & Country Club for its board meetings, membership and community meetings, and to conduct interviews of prospective purchasers of property within Sandalfoot Cove Section One, without charge, for as long as COVE CLUB, or its successors or assigns operate the clubhouse as a part of a golf and country club. COVE CLUB shall have informational documentation concerning the availability of golf membership programs as well as applications, the governing documents and any other information necessary for prospective purchaser available for distribution to applicants for membership in the ASSOCIATION during the applicant interviews. Cove Club shall also assist the Association with the coordination and processing of the applications for prospective purchasers including, but not limited to scheduling applicant interviews. The use rights granted hereby are non-exclusive and subject to the reasonable advance scheduling and reservation policies of COVE CLUB, its successors and assigns.

8. During the completion of the KHOV construction and COVE CLUB's reconfiguration or alteration of the Boca Dunes golf course, COVE CLUB shall provide clean-up services to the subdivision lot owners to pick-up and dispose of all debris and litter caused by the KHOV construction and the reconfiguration or alteration of the golf course, and to remove any excessive accumulation of dirt and dust resulting from such construction activities from the exterior surfaces of the affected homes in the Sandalfoot Cove Section One community.

9. By entering into this Agreement, no Party intends to make, nor shall they be deemed to have made, any admission of any kind. The Parties agree that they are entering into this Agreement solely as a business accommodation for the purpose of settling certain disputes between



them and to avoid the cost of further litigation with respect to these disputes. This Agreement is the product of informed negotiations and compromises of previously stated legal positions. Nothing contained in this Agreement shall be construed as an admission by any Party as to the merit or lack of merit of any particular theory relating to the Lawsuit. Statements made in the course of negotiations have been and shall be without prejudice to the rights of the Parties in any disputes or transactions with any other persons or entities not party to this Agreement. With respect to all such matters or persons, the Parties reserve all previously held positions and all other rights and privileges.

10. This Agreement shall be governed and construed in accordance with the law of the State of Florida and any action to enforce this Agreement shall be brought in Palm Beach County, Florida.

11. This Agreement may be executed by the Parties in counterparts, each of which shall be deemed an original and each of which together shall be deemed one and the same instrument. This Agreement shall be effective on the Effective Date. Facsimile and electronically scanned signatures upon this Agreement shall be deemed valid and binding.

12. The Parties, and each person signing this Agreement on their behalf, represent, agree and acknowledge that they have the authority to execute this Agreement, that they have been fully advised by their legal counsel regarding the execution of this Agreement and the consequences thereof and that they have read and understand this Agreement in its entirety and that they hereby make and enter into this Agreement of their free choice and intend to be bound by the same.

A handwritten signature in black ink, appearing to be 'J. D. W.', is located in the bottom right corner of the page.

13. This Agreement contains the entire understanding by and between the Parties and supersedes any and all prior understandings, agreements or representations either oral or written between the parties concerning the Lawsuit.

14. This Agreement shall inure to the benefit of, and shall obligate, the Parties and their agents, representatives, heirs, attorneys, employees, servants, predecessors, successors and assigns, as applicable.

15. The Parties believe the provisions hereof to be reasonable and enforceable. However, in the event that a court of competent jurisdiction deems any provision hereof to be unreasonable, void or unenforceable, such provision(s) of this Agreement declared void, unreasonable or unenforceable shall be deemed revised to the minimum amount necessary in order to be valid and enforceable, and if such provision(s) cannot be so revised, such provision(s) shall be deemed severed from the remainder of the Agreement, which shall continue in all other respects to be valid and enforceable.

16. The Parties acknowledge and agree that they may later discover facts different from or in addition to those they now know or believe to be true in entering into this Agreement. The Parties agree to assume the risk of the possible discovery of additional or different facts.

17. This Settlement Agreement sets forth terms and agreements jointly negotiated by the Parties. It is expressly agreed that this Settlement Agreement shall not be construed for or against any Party by reason of which Party drafted it.

18. This Agreement may not be modified except upon express written consent of all Parties and specific reference made.

19. In the event any dispute, controversy or claim arises out of or in connection with this Agreement or the claims released in this Agreement, or the enforcement of any terms in this

*Jan*  
*DBW*

Agreement, the prevailing party shall be entitled to all reasonable attorneys' fees, costs, and expenses.

THE SIGNATORIES HAVE CAREFULLY READ THIS ENTIRE AGREEMENT. THE SIGNATORIES FULLY UNDERSTAND THE FINAL AND BINDING EFFECT OF THIS AGREEMENT, THE ONLY PROMISES MADE TO ANY SIGNATORY ABOUT THIS AGREEMENT, AND TO SIGN THIS AGREEMENT, ARE CONTAINED IN THIS AGREEMENT. THE SIGNATORIES ARE SIGNING THIS AGREEMENT VOLUNTARILY.

IN WITNESS WHEREOF, the Parties hereto, have executed this Settlement Agreement as of the day and year first above written.

SANDALFOOT COVE ONE  
HOMEOWNER'S ASSOCIATION, INC.

By: John C. Nelson

John C. Nelson  
Print

Its: President

COVE CLUB INVESTORS, LTD.

COVE GENERAL INC, General Partner

By: David D. Welch

David D. Welch  
Print

Its President

*David D. Welch*

32454 *K*

ORB 11899 Pg 1976

DECLARATION OF CONDITIONS, COVENANTS, RESTRICTIONS AND RESERVATIONS AFFECTING PROPERTY LOCATED IN SANDALFOOT COVE

THIS DECLARATION made this 12th day of June, 1968, by UNITED UTILITIES CORP. OF FLORIDA, a Florida Corporation, hereinafter called "GRANTOR";

WITNESSETH:

WHEREAS, the GRANTOR is the owner of all of the real property known as SANDALFOOT COVE, SECTION ONE, as the same is shown on the Plat thereof, recorded in Plat Book 28 at Pages 225-6 of the Public Records of Palm Beach County, Florida, all situate, lying and being in Palm Beach County, Florida; and

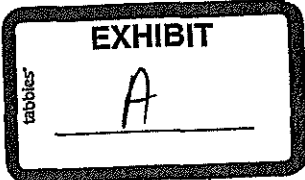
WHEREAS, GRANTOR is desirous of subjecting said real property to the conditions, covenants, restrictions and reservations hereinafter set forth, each and all of which is and are for the benefit of said property and for each owner thereof and for the GRANTOR, and each and all of which shall inure to the benefit of and pass with said property and each and every parcel thereof, and shall apply to and bind the successors in interest of any owner thereof and shall constitute covenants running with the land,

NOW, THEREFORE, the GRANTOR does hereby declare that the real property described in and encompassed by the above Plat is and shall be held, transferred, sold, conveyed and occupied subject to the conditions, covenants, restrictions and reservations hereinafter set forth:

1. SANDALFOOT COVE, Section ONE shall be a mobile/modular home community. Each and every mobile/modular home placed or installed upon any lot within SANDALFOOT COVE, Section ONE shall:

- (a) be of a width of not less than twelve (12) feet;

EXHIBIT "A"





(b) be inspected and approved as to age, appearance, condition and structural standards, by the GRANTOR'S Architectural Control Committee;

(c) be installed on the lot only by the authorized installation agency appointed by the GRANTOR, and in the manner designated by the GRANTOR. ("Installation" as used in this subparagraph shall include, but not be limited to, levelling, blocking, tying down, removal or masking of hitch, skirting, and installation of an approved set of steps.)

2. No addition, add-on or accessory shall be placed upon any lot, or in or upon any mobile/modular home, without the written approval of the GRANTOR'S Architectural Control Committee.

3. With respect to each residential lot:

(a) No structure, add-on or accessory may be placed thereon without the written consent and approval of the GRANTOR'S Architectural Control Committee as to location, position, set-back and architectural quality. In considering whether to grant such approval, the GRANTOR'S Architectural Control Committee shall consider, among other things, the general aesthetic appearance of any such structure, add-on or accessory, its effect upon neighboring lot owners, and its effect upon the SANDALFOOT COVE community, as a whole.

(b) No mobile/modular home, structure, add-on or accessory shall be placed or erected on any lot closer than fifteen feet (15') from the front property line, ten feet (10') from the rear property line, or six feet (6') from either side property line, except that with respect to corner lots, the minimum side set-back on a secondary street, shall be fifteen feet (15'). On any irregularly shaped lot having less than a sixty foot (60') frontage, no mobile/modular home, structure, add-on or accessory shall be closer to the front lot line than an imaginary line at which the lot width measures sixty feet (60'), and in no event closer than fifteen feet (15') to the front lot line.

(c) No mobile homes, structures, add-ons, accessories or obstructions of any type or nature shall be placed within a canal easement as shown on the aforesaid Plat, except for docks approved in writing as to design and location, by the GRANTOR'S Architectural Control Committee.

(d) No fence shall be erected on any lot or any portion thereof, without the written approval of the GRANTOR'S Architectural Control Committee first had and obtained. With respect to location of fences, and approval thereof, consideration shall be given to the lawn maintenance provisions hereinafter set forth, whereby the GRANTOR will provide lawn

maintenance, including the mowing of all lots. No fence, hedge or landscaping features shall be placed or maintained on any lot so as to obstruct or hinder the mowing of all lots in each block as a unit by power mowing equipment.

(e) No clotheslines or clothes poles may be placed on any lot, except for one "umbrella-type" clothes pole for each lot, which shall be placed in the rear of the lot in such manner that it shall not be visible from any street, and such umbrella-type clothes pole shall be removed when not in use.

(f) GRANTOR has made provision for a storage area for boats, boat trailers, travel trailers, campers and the like, and all boats, boat trailers, campers, travel trailers and the like shall be stored within the area provided by GRANTOR and at such storage charges as may be established by GRANTOR from time to time. No boat, boat trailer, travel trailer, camper or the like, may be stored or kept upon any residential lot, except that with respect to waterfront lots, any owner thereof may keep and store any boat owned by him in the canal immediately adjacent to his lot or at a boat dock erected at the canal bank (and approved by GRANTOR'S Architectural Control Committee), or drawn up upon the canal bank within the owner's lot.

(g) No derelict automobiles or trash of any description shall be kept upon any lot. All refuse shall be kept in containers of a type approved by GRANTOR'S Architectural Control Committee and located upon all lots as specified by said Committee. No automobile repair work shall be conducted upon any residential lot, except for emergency minor repairs, such as the changing of flat tires.

(h) No signs of any type or nature whatsoever may be erected or displayed on any lot without the prior written approval of the Architectural Control Committee of the GRANTOR, except that small signs setting forth the owner's street address shall be permitted.

(i) The following lots are designated as residential lots which shall not be used for any purpose other than the housing of one single family:

(j) No animals, livestock or poultry of any kind shall be kept, raised or bred on any residential lot, except that aquarium fish and caged non-laying birds shall be permitted to be kept on a residential lot.

ALL LOTS IN SECTION ONE

~~(c) -- No person under the age of eighteen (18) years shall be permitted to occupy any residential lot, or be an occupant thereof; provided that persons under the age of eighteen (18) years shall be permitted to visit owners or occupants for not more than two (2) week periods in any twelve (12) month consecutive period. There shall be a minimum of a one (1) month interval between each of said two (2) week visits.~~

**NOTE: FORMER PARAGRAPH 3(c) WHICH WAS RENDERED NULL, VOID AND UNENFORCEABLE BY THE FEDERAL FAIR HOUSING ACT, 42 U.S.C. § 36.01 ET SEQ. AND THE FLORIDA FAIR HOUSING ACT § 760.20 ET SEQ., FLORIDA STATUTES, HAS BEEN DELETED.**

4. The following provisions with respect to lot maintenance and the recreation facilities shall prevail as to each residential lot owner and are hereby imposed as to each residential lot:

(a) Every residential lot owner, or prospective residential lot owner, must be approved in writing by the membership committee of the Sandalfoot Golf and Country Club, and such written approval, in recordable form, shall be a condition precedent to the passing of title of any residential lot, including the passage of title from the GRANTOR to its immediate grantees, from the GRANTOR'S immediate grantees to their grantees, and to all future and remote grantees, and all grantees, by their acceptance of deeds from their respective grantors, consent to these provisions and agree to be bound hereby. No prospective owner of a lot shall be denied approval for membership in the Sandalfoot Golf and Country Club because of race, creed, religion or national origin, but, in considering a prospective member's application for membership in the Sandalfoot Golf and Country Club, the membership committee shall consider the credit reputation, moral reputation, and financial stability of each such applicant, to the end that membership in the Sandalfoot Golf and Country Club shall be limited to persons enjoying a reputation of good moral character and sound financial responsibility.

(b) Each and every lot owner, by acceptance of the deed conveying title to his lot, covenants and agrees to pay to the GRANTOR, as owner and operator of the Sandalfoot Golf and Country Club, a monthly recreation fee of \$15.00 per month, payable in advance on the first day of each and every month. The recreation fee established above may be adjusted by the GRANTOR at the end of the first year of the GRANTOR'S full operation of all recreational facilities and services contemplated to be owned and operated by the GRANTOR in the Sandalfoot Cove community, based upon the experience incurred by GRANTOR in operating said facilities. Said recreation fees shall thereafter be adjusted annually in such manner that it will be increased or decreased in accordance with changes in the cost of living index kept and provided by the Bureau of Labor Statistics of the United States Department of Labor, entitled "Consumers' Price Index - U. S. Average, All Items in Commodity Groups", or such other

governmental agency of the United States as may keep said cost of living index, as successor to the Department of Labor. Based upon said index, GRANTOR shall adjust said recreation fee annually, provided that the GRANTOR may not increase the recreation fee by more than one and one-half (1½) times the Consumers' Price Index increase in any given year. The "base year" in determining cost of living adjustments in the recreation fee shall be the year following the first full year of operation of all recreation facilities and services contemplated to be operated by GRANTOR in the Sandalfoot Cove community. In this connection, the term "Sandalfoot Cove Community" shall include not only the lands set forth in the Plat to which these Conditions, Covenants, Restrictions and Reservations apply, but also the lands adjacent thereto, presently owned by GRANTOR and designated or to be designated for development as a part of the Sandalfoot Cove mobile/modular home community.

(c) In the event that any lot owner shall fail to pay the recreation fee hereinabove provided to be paid in the manner and at the time hereinabove provided, then the GRANTOR shall have a lien against the defaulting owner's lot to secure the payment of delinquent recreation fees, which lien may be foreclosed in the same manner as mortgage liens may be foreclosed in the State of Florida; provided, however, that such lien for delinquent recreation fees shall never be superior to the lien created by any first mortgage held by a national or state commercial bank, a federal or state savings and loan association, or an insurance company.

(d) The GRANTOR, its successors and assigns shall provide to each residential lot owner general lawn maintenance services, including periodic mowing, watering and fertilizing of lawns, and periodic garbage pick-up service. No trimming or pruning of hedges, trees or bushes shall be included in said lawn maintenance. Said maintenance shall be provided by GRANTOR at such intervals as GRANTOR may deem necessary and convenient. In connection therewith, there is hereby reserved by GRANTOR the right to enter upon each and every residential lot for the purpose of providing such lawn maintenance and garbage pick-up service. Each lot owner (their successors, assigns and remote grantees), by the acceptance of his deed, agrees to accept said services to be performed by GRANTOR, and agrees to pay GRANTOR the sum of \$ 17.00 per month, payable in advance on the first day of each and every month. At the end of the first year of the providing of such services by the GRANTOR to all residential lots located within the land described in the Plat above referred to, said fee may be adjusted by the GRANTOR, based upon the GRANTOR'S experience in providing such services, and thereafter, said lawn maintenance and garbage pick-up fee shall be adjusted annually (upward or downwards) based upon the cost of living index kept and provided by the Bureau of Labor Statistics of the United States Department of Labor, entitled "Consumers' Price Index - U. S. Average, All Items in Commodity Groups", or such other governmental agency of the United States as may keep said cost of living index, as successor to the Department of Labor; provided, however, that the GRANTOR

may increase said lawn maintenance and garbage pick-up fee not more than two (2) times the increase reflected by said Consumers' Price Index in any given year. The "base year" in determining any such cost of living adjustments in the lawn maintenance and garbage pick-up fee shall be the year following the first full year of the providing of such services to all residential lots located within the land described in the plat above referred to.

(e) In the event that any lot owner shall fail to pay the lawn maintenance fee and garbage collection fee hereinabove provided to be paid in the manner and at the time hereinabove provided, then the GRANTOR shall have a lien against the defaulting owner's lot, to secure the payment of delinquent fees, which lien may be foreclosed in the State of Florida; provided, however, that such lien for delinquent lawn maintenance and garbage collection fees shall never be superior to the lien created by any first mortgage held by a national or state commercial bank, a federal or state savings and loan association, or an insurance company.

(f) No residential lot owner shall be excused from the payment of the recreation fee or the lawn maintenance and garbage collection fee above provided because of failure to use the facilities of the Sandalfoot Golf and Country Club and related recreation facilities, or because any such residential lot owner shall have voluntarily provided his own lawn maintenance or garbage collection, or any part thereof.

(g) It is further provided that the Sandalfoot Golf and Country Club and all recreation facilities related thereto and provided by GRANTOR in the Sandalfoot Cove community, shall be owned and operated by GRANTOR, and that in addition to the recreation fee above set forth and provided, the GRANTOR shall be entitled to receive additional fees for services provided and products sold, such as, for example, rental fees for golf carts, greens fees, locker fees, food and beverage services, and the like. Said additional charges shall be rendered only for services actually performed and goods or products actually sold.

(h) GRANTOR may, at its option, assign its right to provide the lawn maintenance and garbage collection services above described, to any person, firm or corporation of its choosing, and in the event of such an assignment (which shall be recorded among the Public Records of Palm Beach County, Florida), GRANTOR'S assignee shall have the right to enforce the lawn maintenance and garbage collection fee lien as hereinabove provided, and shall assume the obligations of GRANTOR contained in paragraph 4(d) above. GRANTOR may also elect, at its option, to sell or lease the recreation facilities hereinabove referred to, including the golf course, club house, pools and other facilities comprising the Sandalfoot Golf and Country Club, to any such other person, firm or corporation, provided that any such sale or lease shall make provisions for the use of such recreation facilities by the residential lot owners as hereinabove set forth, and in the manner hereinabove set forth. In such event, the GRANTOR'S transferee, grantee or lessee (as the case may be), shall have the right to collect the recreation fee and the right to enforce the lien for non-payment of same as hereinabove provided. Any such conveyance, transfer or lease shall be made by an instrument recorded among the Public Records of Palm Beach County, Florida.

5. These Conditions, Covenants, Restrictions and Reservations are imposed in order to insure proper use and appropriate development and improvement of each residential lot and of the Sandalfoot Cove community as a whole; to protect the owners of all such lots against improper use of surrounding lots; to insure adequate and reasonable development of the property; and to protect the interest of the GRANTOR in the Sandalfoot Golf and Country Club and the recreation facilities hereinabove described, as well as the right of the GRANTOR to provide lawn maintenance and garbage collection services and to be compensated therefor.

6. Each of the Conditions, Covenants, Restrictions and Reservations hereinabove set forth, shall continue and be binding upon the GRANTOR and upon its successors and assigns, and upon each of them, and all parties and persons claiming under them, for a period of thirty (30) years from the 17th day of June, 1969, and automatically thereafter, for successive periods of twenty-five (25) years each, unless terminated prior thereto by GRANTOR.

The covenants herein set forth shall run with the land and bind the heirs, their heirs, successors and assigns, and all parties claiming or under them shall be taken to hold, agree and covenant with the said residential lots, their successors and assigns, and with each conform to and observe all of said Conditions, Covenants, Restrictions and Reservations.

8. The failure of the GRANTOR or any of its grantees, successors or assigns, or the owner of any lot or lots affected hereby, to enforce any of the Conditions, Covenants, Restrictions and Reservations herein set forth, at the time of its violation, shall in no event be deemed a waiver of the right to do so as to any subsequent violation. The violation of these Conditions, Covenants, Restrictions and Reservations shall not defeat nor render invalid the lien of any first mortgage made in good faith and for value.

9. The invalidation of any one of these Conditions, Covenants, Restrictions and Reservations or any part thereof, by Judgment, Court Order or otherwise, shall in no way affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the GRANTOR has hereunto set its

hand and seal and caused these presents to be executed by its

President and attested by its Secretary, this 12th day of

June, 1969.

Signed, Sealed & Delivered in the Presence of:

UNITED UTILITIES CORP. OF FLORIDA, a Florida Corporation

*Wm. Z. Gallacher*  
*Monty J. Abney*

By *William Roll* President

Attest: *Anthony L. Elia* Secretary

(CORPORATE SEAL)



STATE OF FLORIDA )  
                          ) SS  
COUNTY OF BROWARD )

BEFORE ME, the undersigned authority, duly authorized to administer oaths and take acknowledgments, this day personally appeared

WILLIAM ROLL and ANTHONY L. ELIA

as President and Secretary, respectively, of UNITED UTILITIES CORP. OF FLORIDA, a Florida Corporation, who, after being duly cautioned and sworn under oath, deposed and said that they have read and executed, on behalf of said corporation, the foregoing Declaration of Conditions, Covenants, Restrictions and Reservations Affecting Property Located in Sandalfoot Cove, for the purposes therein expressed, having full corporate authority so to do.

IN WITNESS WHEREOF, I have set my hand and official seal at the County and State above written, on the 12th day of JUNE 1969.

*Wm. Z. Gallacher*  
NOTARY PUBLIC, State of Florida at Large  
Expires: *1-8-72*  
Jan 1, 1972



Recorded in Official Record Book  
Of Palm Beach County, Florida  
John B. Dinkle  
Clerk of Circuit Court

IMAGE01: FL-95-24515-1 04/12/1999 10:02:21am

-77 128250

IN THE CIRCUIT COURT OF THE FIFTEENTH  
JUDICIAL CIRCUIT OF FLORIDA, IN AND FOR  
PALM BEACH COUNTY. CIVIL ACTION.

CASE NO. 75-4697 CA (L) 01 A

RUTH MOLTZ, et al.,	)
Plaintiffs,	)
vs.	)
SANDALFOOT COVE COUNTRY CLUB, INC., etc., et al.,	)
Defendants.	)

FILED  
 OCT 3 10 43 AM '77  
 CLERK OF COURT

77 OCT 4 PM 12:48

FINAL JUDGMENT

THIS CAUSE came on for trial on February 9, 1977. The trial was not completed but was rescheduled for conclusion the week of September 12, 1977. The reasons occurred after the plaintiff had presented three days of evidence.

The parties to this cause have presented to the court a proposed settlement agreement. The court has heard sufficient testimony to find and determine that the plaintiffs, Ruth Moltz, Gerald Sheeha, Eugene Kilbride, Peter Hris, and Kenneth O'Connor, are representatives of a class consisting of all of the owners of lots in the subdivision known as Sandalfoot Cove, Section One, as the same is shown on the plat thereof, Plat Book 28, page 225, of the Public Records of Palm Beach County, Florida. The court further finds that the interest of the named plaintiffs as lot owners are coextensive with the interest of all members of the class and that the issues of law and fact raised herein are common to all members of the class.

FILM REF  
BEACH REC 2745 PAGE 1460

130



The court finds that the settlement agreement introduced into evidence by the plaintiffs as Exhibit <sup>filed 9/15/77</sup> is in the best interest of the parties and should be approved by the court. The court being fully advised in the premises, it is thereupon

ORDERED AND ADJUDGED as follows:

a. The named plaintiffs are representatives of a class consisting of all of the owners of lots in the subdivision known as Sandalfoot Cove, Section One, as the same is shown on the plat thereof, Plat Book 28, page 225, of the Public Records of Palm Beach County, Florida. The interest of the named plaintiffs as lot owners are coextensive with the interest of all members of the class.

b. The issues of law and fact raised in this action for declaratory relief are common to all members of the class and the named plaintiffs have the authority to enter into this stipulation on behalf of themselves and the class consisting of the owners of all lots in Sandalfoot Cove, Section One.

c. The defendant, United Communities Corporation, was formerly known as United Utilities Corporation of Florida, and was the grantor in the Declaration of Conditions, Covenants, Restrictions and Reservations, recorded in Official Record Book 1729, page 285, of the Public Records of Palm Beach County, Florida.

d. The defendants, Sandalfoot Cove Country Club, Inc. and Daniel J. Ricker, as trustee, are the successors in interest to the defendant, United

Communities Corporation of said Declaration of Conditions, Covenants, Restrictions and Reservations, and were such successors in interest at the time the lis pendens was filed herein. Said defendants have the authority to enter into this agreement and to construe the terms and provisions of said Declaration and to bind successors in interest, if any.

e. The defendant, Barwood Development Corporation, is the owner of a parcel of land known as Parcel A, Sandalfoot Cove, Section Two, as shown in Plat Book 29, page 15, of the Public Records of Palm Beach County, Florida, hereinafter referred to as Parcel A.

f. The Declaration dated June 12, 1969, and recorded in Official Record Book 1729, page 285, of the Public Records of Palm Beach County, Florida, requires the owners of lots in Section One to pay recreational and maintenance fees. In exchange for the payment of said fees, the owners of lots in Sandalfoot Cove, Section One, are entitled to the following rights under the recreational provisions of the Declaration.

1. The full membership in the Sandalfoot Cove Country Club and its successors or assigns.
2. The right to play the Sandalfoot Cove nine hole executive golf course without the payment of any greens fee, trail fee, or other admission charge.
3. The right to play the Sandalfoot Cove 18 hole championship golf course for a greens fee of \$2.00. The owner of the golf course shall have the right to increase said greens fee in accordance with

3.

IMAGED1: FL-09-24315-1 04/12/1999 10:02:21am

percentage of change, if any, of the cost of living index, kept and provided by the Bureau of Labor Statistics of the United States Department of Labor, entitled, "Consumers Price Index - U. S. Average, All Items in Commodity Groups", or such other governmental agency of the United States as may keep said cost of living index as successors to the Department of Labor. The base year for the computation of said increase shall be January 1, 1971. Notwithstanding said cost of living index increase, the total gross fee shall not exceed the sum of \$3.00 during the existence of the Declaration.

4. The free access to and right to use without charge the swimming pool, shuffleboard courts, sauna bath, and tennis courts.

5. The nonexclusive use and free access to the clubhouse and its facilities including but not limited to the nonexclusive use of the southwest meeting room of the clubhouse for activities of the owners of lots in Section One.

6. All of said recreational facilities shall be maintained by the defendants or their successors and assigns. The owners of lots in Section One shall have free access to all of said recreational facilities at all times the same are open for use and any charges made for golf carts or other services provided by the Country Club shall be nondiscriminatory to the residents of Section One. The defendants shall have the right to restrict the use of the 18 hole golf course during tournament play and shall have the right to require reservations of starting times on a nondiscriminatory basis.

4.

PALM BEACH REC 7745 PAGE 1453

g. The Declaration of Restrictions contains a cost of living increase for the recreation and maintenance fee charged residents of Sandalfoot Cove, Section One. The amount of maintenance and recreation fee now being charged has validly been increased to its present level pursuant to said provision.

h. The Declaration of Restrictions contained no restrictions on the development of Parcel A of Sandalfoot Cove, Section Two. Parcel A, Sandalfoot Cove, Section Two, is not restricted to development as a recreational area for the use and benefit of the owners of lots in Sandalfoot Cove. There are no other restrictions in the development of Parcel A except county zoning regulations.

i. Paragraph 4 (d) of the Declaration provides that in exchange for the payment of a maintenance fee, each residential lot owner in Sandalfoot Cove, Section One, is to receive general lawn maintenance services, including periodic mowing, watering and fertilizing of lawns, and periodic garbage pick-up service. Said general lawn maintenance and garbage pick-up shall be provided to each lot owner in a reasonable manner at reasonable intervals.

j. The issues raised by Count Three of the Amended Complaint are hereby severed. The court shall refer said issues to a Special Master in a general order of reference to hear and determine the issue of damages as raised by Count Three.

k. The Declaration of Restrictions as herein defined and clarified shall remain in full force and effect until their expiration as provided therein.

5.

l. Each lot owner in Section One shall have the right to present evidence as to the damages, if any, suffered by said lot owner because of the alleged breach of the maintenance covenants contained in the declaration. The amount of such damages, if any, and the liability of the parties for such damages, shall be determined separately and not as a class action as to each lot owner by the Special Master.

m. Each party shall bear their own costs and attorneys fees as to Count One and Count Two of the Amended Complaint. Costs as to Count Three of the Amended Complaint shall be taxed upon the recommendation of the Special Master.

DONE AND ORDERED at West Palm Beach, Florida, this

30 day of Sept., 1977.

  
\_\_\_\_\_  
Circuit Judge

Copies furnished counsel:

Ronald E. Jones, attorney for plaintiffs, 600 Comeau Bldg., West Palm Beach, Florida.

Tomberg & Woolley, attorneys for defendant, United Communities Corporation, P. O. Drawer 88, Boynton Beach, Florida.

Reynolds & Marchbanks, attorneys for defendants Sandalfoot, Barwood and Ricker, 301 W. Camino Gardens Blvd., Boca Raton, Florida.

6

Edward Kestel  
Palm Beach County, Fla  
John R. Smith  
Court Clerk

William & Joyce Corvaleskie  
1410 S.W. 65th Way  
Boca Raton, FL 33428  
LOT 30 BLOCK 2

Janet Cranton  
1721 S.W. 65th Avenue  
Boca Raton, FL 33428  
LOT 9 BLOCK 3

Patricia Johnson  
1660 S.W. 65th Avenue  
Boca Raton, FL 33428  
LOT 2 BLOCK 5

Ebaine Trumka Cusker  
1841 S.W. 65th Avenue  
Boca Raton, FL 33428  
LOT 3 BLOCK 3

Dorothy & Frank  
Davidson  
1720 S.W. 66th Avenue  
Boca Raton, FL 33428  
LOT 9 BLOCK 2

Ronald Delaney  
1451 S.W. 65th Terrace  
Boca Raton, FL 33428  
LOT 33 BLOCK 3

Five Star Mobile Home Sales  
1860 S.W. 66th Avenue  
Boca Raton, FL 33428  
LOT 2 BLOCK 2

Hermine & Richard Devine  
1860 S.W. 65th Avenue  
Boca Raton, FL 33428  
LOT 4 BLOCK 6

Joan Everett  
1570 S.W. 65th Terrace  
Boca Raton, FL 33428  
LOT 6 BLOCK 4

Jacqueline & George  
Dooley  
1531 S.W. 64th Way  
Boca Raton, FL 33428  
LOT 22 BLOCK 5

Linda & Keith Faeteau  
1481 S.W. 65th Way  
Boca Raton, FL 33428  
LOT 8 BLOCK 1

Mildred & Hubert Musil  
1531 S.W. 65th Avenue  
Boca Raton, FL 33428  
LOT 16 BLOCK 4

Kathryn Essig  
1681 S.W. 64th Way  
Boca Raton, FL 33428  
LOT 29 BLOCK 5

John & Terry Evele  
1501 S.W. 65th Way  
Boca Raton, FL 33428  
LOT 13 BLOCK 1

Anne & Warren Fain  
6520 S.W. 14th Street  
Boca Raton, FL 33428  
LOT 37 BLOCK 3

Sue & Douglas Fairchild  
1840 S.W. 65th Avenue  
Boca Raton, FL 33428  
LOT 5 BLOCK 6

Jane Faulkner  
1440 S.W. 64th Way  
Boca Raton, FL 33428  
LOT 29 BLOCK 6

Joy McNamara  
1550 S.W. 65th Terrace  
Boca Raton, FL 33428  
LOT 7 BLOCK 4

Lillian Fedor  
1400 S.W. 64th Way  
Boca Raton, FL 33428  
LOT 31 BLOCK 6

Jerome & Shirley  
Fitzpatrick  
1481 S.W. 65th Terrace  
Boca Raton, FL 33428  
LOT 30 BLOCK 3

Mary & Harold Morse  
6540 S.W. 14th Street  
Boca Raton, FL 33428  
LOT 39 BLOCK 3

Esther Franz  
1890 S.W. 65th Terrace  
Boca Raton, FL 33428  
LOT 3 BLOCK 4

Thelma & William  
Frungillo  
1581 S.W. 64th Way  
Boca Raton, FL 33428  
LOT 27 BLOCK 5

Suzanne Bahner &  
John DePalma  
1600 S.W. 66th Avenue  
Boca Raton, FL 33428  
LOT 15 BLOCK 2

Cilina & William Gebhard  
1541 S.W. 64th Way  
Boca Raton, FL 33428  
LOT 23 BLOCK 5

Genul Evans  
1530 S.W. 65th Avenue  
Boca Raton, FL 33428  
LOT 12 BLOCK 5

John & Mary Rossetti  
1510 S.W. 65th Terrace  
Boca Raton, FL 33428  
LOT 11 BLOCK 4

Stephen & Rhonda Murtha  
1490 S.W. 65th Way  
Boca Raton, FL 33428  
LOT 22 BLOCK 2

Elizabeth Gretzler  
1441 S.W. 65th Terrace  
Boca Raton, FL 33428  
LOT 34 BLOCK 3

Linda & Robert Parker  
4238 Royal Manor Drive  
Lot #21  
Boynton Beach, FL 33426  
LOT 6 BLOCK 1

William & Betty Quiney  
1610 S.W. 64th Way  
Boca Raton, FL 33428  
LOT 15 BLOCK 6

Guy Mannoni  
1541 S.W. 65th Terrace  
Boca Raton, FL 33428  
LOT 24 BLOCK 3

Rita & Wesley Sprinkel  
1700 S.W. 66th Avenue  
Boca Raton, FL 33428  
LOT 10 BLOCK 2

Margaret Hegebus  
1421 S.W. 65th Way  
Boca Raton, FL 33428  
LOT 9 BLOCK 1

Nettie Heldt  
1560 S.W. 64th Way  
Boca Raton, FL 33428  
LOT 20 BLOCK 6

Phillip Smalley  
1561 S.W. 65th Avenue  
Boca Raton, FL 33428  
LOT 19 BLOCK 4

Phyllis Heiss and  
Patricia A. Varuum  
1511 Brookside Circle  
Boca Raton, FL 33428  
LOT 27 BLOCK 3

PALM BEACH COUNTY  
R/W Acquisition Section  
Patricia A. Franklin, Mgr.  
P. O. Box 2429  
West Palm Beach, FL 33402  
LOT 1 BLOCK 2

William Higgins  
1540 S.W. 65th Avenue  
Boca Raton, FL 33428  
LOT 11 BLOCK 5

Lana E. Zinkevich  
6570 S.W. 14th Street  
Boca Raton, FL 33428  
LOT 42 BLOCK 3

Homer Fay  
1561 S.W. 65th Terrace  
Boca Raton, FL 33428  
LOT 22 BLOCK 3

Constance Hunter  
6550 S.W. 14th Street  
Boca Raton, FL 33428  
LOT 40 BLOCK 3

Eleanor & Donald Janik  
1760 S.W. 65th Avenue  
Boca Raton, FL 33428  
LOT 9 BLOCK 6

Yvonne Jean  
1701 S.W. 64th Way  
Boca Raton, FL 33428  
LOT 1 BLOCK 5

Edward Everhart  
1461 S.W. 65th Terrace  
Boca Raton, FL 33428  
LOT 32 BLOCK 3

Johnson/Ruban  
1630 S.W. 64th Way  
Boca Raton, FL 33428  
LOT 13 BLOCK 6

Helen Mea  
1741 S.W. 65th Avenue  
Boca Raton, FL 33428  
LOT 8 BLOCK 3

Austin E. McDonold  
1828 S.W. 66th Avenue  
Boca Raton, FL 33428  
LOT 4 BLOCK 2

Marilyn Sunderland  
1888 S.W. 65th Avenue  
Boca Raton, FL 33428  
LOT 7 BLOCK 4

Catherine Helzmann/  
D'Anabrosio  
1471 S.W. 65th Terrace  
Boca Raton, FL 33428  
LOT 31 BLOCK 3

Marlin Kilgallon  
1488 S.W. 65th Way  
Boca Raton, FL 33428  
LOT 23 BLOCK 2

Maryanne & James Kopp  
1621 S.W. 64th Way  
Boca Raton, FL 33428  
LOT 30 BLOCK 5

Josephine and  
Pasquale Terruzzano  
1550 S.W. 64th Way  
Boca Raton, FL 33428  
LOT 21 BLOCK 6

First National Bank of Chicago  
c/o Pritchard & Reisman P.A.  
P. O. Box 25158  
Tampa, FL 33622  
LOT 8 BLOCK 2

Carlos M. Decal  
1438 S.W. 65th Way  
Boca Raton, FL 33428  
LOT 28 BLOCK 2

Madeline Lodes  
1591 S.W. 64th Way  
Boca Raton, FL 33428  
LOT 28 BLOCK 5

Elizabeth Bruce  
1591 S.W. 65th Avenue  
Boca Raton, FL 33428  
LOT 13 BLOCK 4

Pietro & Gindia DeLuca  
1460 S.W. 66th Avenue  
Boca Raton, FL 33428  
LOT 2 BLOCK 1

Carlos M. Decal  
8108 SW 11th Street  
No. Lauderdale, FL 33068  
LOT 26 BLOCK 2

Eleanor Byrnes  
1491 S.W. 65th Terrace  
Boca Raton, FL 33428  
LOT 29 BLOCK 3

Truman & Rosales  
Addington  
1631 S.W. 65th Terrace  
Boca Raton, FL 33428  
LOT 15 BLOCK 3

Carlos Decal  
6398 Blvd. of Champions  
Fl. Lauderdale, FL 33068  
LOT 35 BLOCK 3

Daniel & Johanna Rechim  
1528 S.W. 64th Way  
Boca Raton, FL 33428  
LOT 23 BLOCK 6

Donald & Jane Castor  
1528 S.W. 66th Avenue  
Boca Raton, FL 33428  
LOT 19 BLOCK 2

John & Mildred  
Chmielewski  
1550 S.W. 65th Avenue  
Boca Raton, FL 33428  
LOT 10 BLOCK 5

Rosemary Cody  
1481 S.W. 64th Way  
Boca Raton, FL 33428  
LOT 18 BLOCK 5

Juvonal Freitas  
1440 S.W. 66th Avenue  
Boca Raton, FL 33428  
LOT 3 BLOCK 1

Marie & Laverne Conklin  
1591 S.W. 65th Terrace  
Boca Raton, FL 33428  
LOT 19 BLOCK 3

Marion Boyce  
1781 S.W. 65th Avenue  
Boca Raton, FL 33428  
LOT 10 BLOCK 3

Sharon Miller, Trustee  
6248 Kinsey Place  
St. Louis, MO 63109  
LOT 17 BLOCK 6

Francis & Yvonne Ahearn  
6530 S.W. 14th Street  
Boca Raton, FL 33428  
LOT 38 BLOCK 3

Barbara McNabb  
1588 S.W. 65th Terrace  
Boca Raton, FL 33428  
LOT 12 BLOCK 4

Donna Andreasen  
1621 S.W. 65th Terrace  
Boca Raton, FL 33428  
LOT 16 BLOCK 3

Gloria K. Brown  
1608 S.W. 65th Terrace  
Boca Raton, FL 33428  
LOT 2 BLOCK 4

Robert & Suzanne Bailey  
1581 S.W. 64th Way  
Boca Raton, FL 33428  
LOT 19 BLOCK 5

Ray & Valerie Hammond  
1681 S.W. 65th Avenue  
Boca Raton, FL 33428  
LOT 11 BLOCK 3

Carl & Pam Carlise  
1531 S.W. 65th Terrace  
Boca Raton, FL 33428  
LOT 25 BLOCK 3

Joseph & Laurie Bernie  
1551 S.W. 65th Terrace  
Boca Raton, FL 33428  
LOT 23 BLOCK 3

Robert & Ann Hines  
1568 S.W. 65th Avenue  
Boca Raton, FL 33428  
LOT 9 BLOCK 5

James & Audrey Lewis  
1628 S.W. 64th Way  
Boca Raton, FL 33428  
LOT 14 BLOCK 6

Arthur E. Gozzi, Esq.  
2200 N. Federal Highway  
Suite 206-B  
Boca Raton, FL 33431  
LOT 6 BLOCK 2

Tern & Rick Lottrell  
1881 S.W. 65th Avenue  
Boca Raton, FL 33428  
LOT 5 BLOCK 3

Carole & Willard  
MacDonald  
1588 S.W. 65th Terrace  
Boca Raton, FL 33428  
LOT 4 BLOCK 4

Eloise & Harold Magee  
1661 S.W. 65th Avenue  
Boca Raton, FL 33428  
LOT 12 BLOCK 3

Katherine Mals  
1528 S.W. 65th Terrace  
Boca Raton, FL 33428  
LOT 18 BLOCK 4

Kate Manning  
1571 S.W. 65th Terrace  
Boca Raton, FL 33428  
LOT 21 BLOCK 3

Dorothy March  
6518 S.W. 14th Street  
Boca Raton, FL 33428  
LOT 36 BLOCK 3

Gaston & Colette Martel  
6481 Marina Blvd.  
Boca Raton, FL 33428  
LOT 142 BLOCK 6

Shirley & Joseph McAvoy  
1428 S.W. 65th Way  
Boca Raton, FL 33428  
LOT 29 BLOCK 2

Jean McFarland  
1640 S.W. 64th Way  
Boca Raton, FL 33428  
LOT 12 BLOCK 6

Bette McCann  
1521 S.W. 65th Avenue  
Boca Raton, FL 33428  
LOT 15 BLOCK 4

Mary Coleman  
1500 S.W. 65th Way  
Boca Raton, FL 33428  
LOT 21 BLOCK 2

Robert G. Lazar  
6560 S.W. 14th Street  
Boca Raton, FL 33428  
LOT 41 BLOCK 3

Marilyn McLeod  
1660 S.W. 66th Avenue  
Boca Raton, FL 33428  
LOT 12 BLOCK 2

Jack Foster  
1420 S.W. 64th Way  
Boca Raton, FL 33428  
LOT 30 BLOCK 6

Online Moore  
1480 S.W. 66th Avenue  
Boca Raton, FL 33428  
LOT 1 BLOCK 1

Lucien & Amelia Morin  
1590 S.W. 65th Avenue  
Boca Raton, FL 33428  
LOT 6 BLOCK 5

Mabel Mullin  
1541 S.W. 65th Avenue  
Boca Raton, FL 33428  
LOT 17 BLOCK 4

Wallace & Gloria Musil  
1331 S.W. 65th Avenue  
Boca Raton, FL 33428  
LOT 16 BLOCK 4

Annette Bessette  
1560 S.W. 65th Avenue  
Boca Raton, FL 33428  
LOT 21 BLOCK 5

Patricia McDevitt  
1530 S.W. 64th Way  
Boca Raton, FL 33428  
LOT 23 BLOCK 6

Donald & Constance Kelly  
1680 S.W. 65th Avenue  
Boca Raton, FL 33428  
LOT 5 BLOCK 5

Mimi Davies  
1760 S.W. 66th Avenue  
Boca Raton, FL 33428  
LOT 7 BLOCK 2

Adelsid O'Connor  
1570 S.W. 65th Avenue  
Boca Raton, FL 33428  
LOT 8 BLOCK 5

Regina O'Connor  
1641 S.W. 65th Terrace  
Boca Raton, FL 33428  
LOT 14 BLOCK 3

Ronald J. Burreano  
1610 S.W. 65th Terrace  
Boca Raton, FL 33428  
LOT 1 BLOCK 4

Rev. Robert J. O'Sullivan  
1560 S.W. 66th Avenue  
Boca Raton, FL 33428  
LOT 20 BLOCK 2

Mathilda Orr  
1611 S.W. 65th Terrace  
Boca Raton, FL 33428  
LOT 17 BLOCK 3

John & Concetta Palma  
1881 S.W. 65th Avenue  
Boca Raton, FL 33428  
LOT 1 BLOCK 3

Edward & Jenny Perez  
1441 S.W. 64th Way  
Boca Raton, FL 33428  
LOT 16 BLOCK 5

Pettit  
1460 S.W. 64th Way  
Boca Raton, FL 33428  
LOT 28 BLOCK 6

Susan K. Miller  
1681 S.W. 64th Way  
Boca Raton, FL 33428  
LOT 33 BLOCK 5

Clarence & Genevieve  
Johnson  
1400 S.W. 65th Way  
Boca Raton, FL 33428  
LOT 31 BLOCK 2

Robert Powers  
1461 S.W. 65th Way  
Boca Raton, FL 33428  
LOT 11 BLOCK 1

Lucy & Ken Zaron  
1540 S.W. 66th Avenue  
Boca Raton, FL 33428  
LOT 18 BLOCK 7

Frank & Carolyn Procopio  
1511 S.W. 64th Way  
Boca Raton, FL 33428  
LOT 20 BLOCK 3

Gilda & Daniel Paglisi  
1840 S.W. 66th Avenue  
Boca Raton, FL 33428  
LOT 3 BLOCK 2

Lateran Evans  
1440 S.W. 65th Way  
Boca Raton, FL 33428  
LOT 27 BLOCK 2

Kathryn Ferguson  
1481 S.W. 65th Way  
Boca Raton, FL 33428  
LOT 12 BLOCK 1

Margaret Hazelwood  
1460 S.W. 65th Way  
Boca Raton, FL 33428  
LOT 25 BLOCK 2

William Barfield  
1571 S.W. 64th way  
Boca Raton, FL 33428  
LOT 26 BLOCK 5

Hugette Enright  
1581 S.W. 65th Avenue  
Boca Raton, FL 33428  
LOT 21 BLOCK 4

Joyce Roberts  
1510 S.W. 65th Avenue  
Boca Raton, FL 33428  
LOT 14 BLOCK 5

Theresa Williams  
1570 S.W. 64th Way  
Boca Raton, FL 33428  
LOT 19 BLOCK 6

William E. Stephens  
1680 S.W. 66th Avenue  
Boca Raton, FL 33428  
LOT 11 BLOCK 2

David Rowker  
1581 S.W. 65th Terrace  
Boca Raton, FL 33428  
LOT 20 BLOCK 3

Lucille & Edward Rudy  
6380 S.W. 14th Street  
Boca Raton, FL 33428  
LOT 7 BLOCK 1

Carmelo & R. Condi  
8 Jennette Rd  
Wakefield, MA 01880  
LOT 15 BLOCK 5

Louis & Marie Sardella  
1540 S.W. 64th Way  
Boca Raton, FL 33428  
LOT 22 BLOCK 6

Carl & Florence Schafer  
1461 S.W. 64th way  
Boca Raton, FL 33428  
LOT 17 BLOCK 5

Robert & Judith Peter  
1581 S.W. 65th Terrace  
Boca Raton, FL 33428  
LOT 28 BLOCK 3

Helene Schetowitz  
1511 S.W. 65th Avenue  
Boca Raton, FL 33428  
LOT 14 BLOCK 4

Lawrence Schubert  
1520 S.W. 65th Avenue  
Boca Raton, FL 33428  
LOT 13 BLOCK 5

Arline B. Halligan  
1580 S.W. 64th Way  
Boca Raton, FL 33428  
LOT 18 BLOCK 6

Mr. & Mrs. Edward Schuster  
1781 S.W. 65th Avenue  
Boca Raton, FL 33428  
LOT 6 BLOCK 3

Joseph & Joyce  
Schwegmann  
1580 S.W. 65th Avenue  
Boca Raton, FL 33428  
LOT 7 BLOCK 5

Jonathan & Kim Foley  
1880 S.W. 65th Avenue  
Boca Raton, FL 33428  
LOT 3 BLOCK 6



Oakley & Belyann  
Sedore  
1601 S.W. 65th Terrace  
Boca Raton, FL 33428  
LOT 18 BLOCK 3

John & Jane Sendzik  
1530 S.W. 65th Terrace  
Boca Raton, FL 33428  
LOT 9 BLOCK 4

Margaret Shoeba  
1650 S.W. 64th Way  
Boca Raton, FL 33428  
LOT 11 BLOCK 6

Pietro & Teresa Silano  
1640 S.W. 65th Avenue  
Boca Raton, FL 33428  
LOT 3 BLOCK 5

Elizabeth Skirvin  
1510 S.W. 64th Way  
Boca Raton, FL 33428  
LOT 25 BLOCK 6

Jean S. Johnson  
1600 S.W. 64th Way  
Boca Raton, FL 33428  
LOT 16 BLOCK 6

Robert & Virginia  
Smylie  
1540 S.W. 63th Terrace  
Boca Raton, FL 33428  
LOT 6 BLOCK 4

Barbara Stearns  
1420 S.W. 66th Avenue  
Boca Raton, FL 33428  
LOT 4 BLOCK 1

Harold & Rose Stogner  
1661 S.W. 64th Way  
Boca Raton, FL 33428  
LOT 32 BLOCK 5

Frederick & Wynn  
Sullivan  
1551 S.W. 65th Avenue  
Boca Raton, FL 33428  
LOT 18 BLOCK 4

Floyd M. Drummond  
1641 S.W. 65th Avenue  
Boca Raton, FL 33428  
LOT 13 BLOCK 3

Roy & Elizabeth Taylor  
1560 S.W. 66th Avenue  
Boca Raton, FL 33428  
LOT 17 BLOCK 2

Gloria Kutska  
1780 S.W. 65th Avenue  
Boca Raton, FL 33428  
LOT 8 BLOCK 6

Thomas & Sandra Hight  
1400 S.W. 66th Avenue  
Boca Raton, FL 33428  
LOT 5 BLOCK 1

Francis & Ellen Hight  
1861 S.W. 65th Avenue  
Boca Raton, FL 33428  
LOT 2 BLOCK 3

Leonard & Karen Weiss  
1820 S.W. 65th Avenue  
Boca Raton, FL 33428  
LOT 6 BLOCK 6

Gertrude M. Taylor  
1800 S.W. 66th Avenue  
Boca Raton, FL 33428  
LOT 5 BLOCK 2

Mr. & Mrs. John Dutilly  
1571 S.W. 65th Avenue  
Boca Raton, FL 33428  
LOT 20 BLOCK 4

Ken Rogers  
1660 S.W. 64th Way  
Boca Raton, FL 33428  
LOT 10 BLOCK 6

Donald & Eleanor Janik  
1760 S.W. 65th Avenue  
Boca Raton, FL 33428  
LOT 9 BLOCK 6

Bill & Lucy Brown  
1521 S.W. 65th Way  
Boca Raton, FL 33428  
LOT 14 BLOCK 1

Ted Miller & Emily Virgulak  
1761 S.W. 65th Avenue  
Boca Raton, FL 33428  
LOT 7 BLOCK 3

Edward & Elizabeth  
Gargan  
1580 S.W. 66th Avenue  
Boca Raton, FL 33428  
LOT 16 BLOCK 2

Claudia & Ben Antonucci  
1620 S.W. 66th Avenue  
Boca Raton, FL 33428  
LOT 14 BLOCK 2

Isabelle & Harold Davis  
1441 S.W. 65th Way  
Boca Raton, FL 33428  
LOT 10 BLOCK 1

Donna J. Mitchell  
1521 S.W. 65th Terrace  
Boca Raton, FL 33428  
LOT 26 BLOCK 3

Coral Barzanti  
1620 S.W. 65th Avenue  
Boca Raton, FL 33428  
LOT 4 BLOCK 5

Toby Cole  
1641 S.W. 64th Way  
Boca Raton, FL 33428  
LOT 31 BLOCK 5

Katherine Williams  
1500 S.W. 64th Way  
Boca Raton, FL 33428  
LOT 26 & 27 BLOCK 6

Bruce & Lorraine Gunn  
1640 S.W. 66th Avenue  
Boca Raton, FL 33428  
LOT 13 BLOCK 2

Leonard & Ethel Woehlke  
1561 S.W. 64th Way  
Boca Raton, FL 33428  
LOT 25 BLOCK 5

Harold Wood  
1540 S.W. 65th Terrace  
Boca Raton, FL 33428  
LOT 8 BLOCK 4

Donald & MaryAnn Young  
1470 S.W. 65th Way  
Boca Raton, FL 33428  
LOT 24 BLOCK 2

ALL ACCORDING TO THE PLAT OF SANDALFOOT COVE, SECTION ONE, RECORDED IN PLAT BOOK 28 AT PAGES 225-6, OF THE  
PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

This Instrument prepared by  
and to be returned to:  
Michael S. Foelster, Esq.  
Sachs Sax Caplan  
6111 Broken Sound Parkway, Suite 200  
Boca Raton, FL 33487  
(561) 994-4499

CFN 20140167345  
OR BK 26776 PG 0355  
RECORDED 05/07/2014 14:45:51  
Palm Beach County, Florida  
Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 0355 - 358; (4pgs)

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDITIONS, COVENANTS,  
RESTRICTIONS AND RESERVATIONS AFFECTING PROPERTY LOCATED IN SANDALFOOT COVE AND  
THE BYLAWS OF SANDALFOOT COVE ONE HOMEOWNER'S ASSOCIATION, INC.**

**I HEREBY CERTIFY** that the amendments attached as Exhibit "A" to this Certificate of Amendment were duly adopted as amendments to the Declaration of Conditions, Covenants, Restrictions and Reservations Affecting Property Located in Sandalfoot Cove (as previously amended, the "Declaration"). The Declaration is recorded in Official Records Book 1729, at Page 285, of the Public Records of Palm Beach County, Florida.

DATED this 25 day of April, 2014.

WITNESSES:

**SANDALFOOT COVE ONE HOMEOWNER'S  
ASSOCIATION, INC.**

Mary Hurayt  
Signature

By:

Adriana Lalama  
Adriana Lalama, President

GARY HURAYT  
Print Name

Adriana Lalama  
Signature

By:

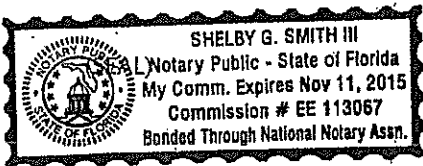
Ellen Zagofsky  
Ellen Zagofsky, Secretary

Adriana Lalama  
Print Name

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

The foregoing instrument was acknowledged before me this 25 day of March, 2014, by Adriana Lalama, as President, and Ellen Zagofsky, as Secretary, of Sandalfoot Cove One Homeowner's Association, Inc., who are Personally Known [ ] or Produced Identification [ ]

Type of Identification Produced: DL 2212-02-1-927.0



Shelby G. Smith III  
NOTARY PUBLIC, State of Florida at Large

## EXHIBIT "A"

### AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR SANDALFOOT COVE ONE HOMEOWNER'S ASSOCIATION, INC.

The original Declaration of Conditions, Covenants, Restrictions and Reservations Affecting Property Located in Sandalfoot Cove is recorded in Official Records 1729, Page 285, of the Public Records of Palm Beach County, Florida (the "Declaration").

As indicated herein, words underlined are added and words ~~struck through~~ are deleted.

---

**Article 3 of the Declaration is modified by adding the following as a new Section (n):**

(n) Leasing/Rental. Any Owner who desires to sell/lease/rent his or her lot shall be required to provide notice of such proposed sale/lease/rental to the Association at least thirty (30) days prior to the desired sale/start of the lease/rental. The Association shall have the authority to approve or disapprove any proposed sale, purchase, lease or proposed buyer/tenant in accordance with the procedures and requirements identified in this Section as follows:

(1) Only approved owners/tenants may reside in a home. Accordingly, all individuals (over 18 years old) who desire to reside in a home must apply for approval by the Association.

(2) The Association shall have the authority to charge an application fee in an amount to be determined by the Board of Directors from time to time, which in no event may exceed the highest amount permitted by applicable law.

(3) The Association shall have the authority to conduct a criminal and credit background check on each prospective owner and/or tenant in order to determine whether such individual is eligible pursuant to the requirements of this Section. The fees for conducting these background checks must be paid in advance by the prospective tenant or prospective owner. Additionally, the Association shall have the authority to conduct a personal interview with all prospective tenants.

(4) Subleases and assignments of leases shall be prohibited, and no portion of any home or lot may be rented other than the entire home or lot.

(5) The owner will be jointly and severally liable with the tenant to the Association for any injury or damage to property caused by the tenant.

(6) In the event an existing lease/rental is being renewed or extended, notice of such renewal or extension, and a copy of the renewed or extended lease must also be provided to the Association at least thirty (30) days prior to the end of the original lease term. Provided that tenant has not violated any governing document, rule or regulation of the Association, the Association may waive the requirement for the tenant to re-apply for approval for a renewed or extended lease.

(7) As a condition to approving any proposed lease or lease renewal, the Association may require that the owner and each tenant to enter into a lease addendum with the Association, on a form approved by the Association in its sole and absolute discretion. Such lease addendum may include, without limitation, (i) the Association's right to evict any and all tenants for violations of any governing documents, rules or regulations of the Association; (ii) the Association's right to demand that the tenants make any and all rental payments directly to Association, if the owner becomes delinquent in the payment of any monetary obligation to the Association; and (iii) any other provisions reasonably calculated by the Board to provide for the preservation of the safety, welfare or peace of mind of the Association's residents.

(8) The Association may deny any proposed sale, owner, rental, lease or tenant, including renewals or extensions of a rent/lease, based upon the following factors:

- (a) The person(s) seeking approval has been convicted at any time of a felony involving violence to a person or a felony where the victim was a minor; or
- (b) The person(s) seeking approval is a registered sexual offender or sexual predator pursuant to Florida law or pursuant to any other jurisdiction; or
- (c) The person(s) seeking approval takes possession of the lot prior to the approval by the Association as provided for herein; or
- (d) The person(s) seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his/her conduct in this or any other association as a lessee, guest, owner or occupant of a lot; or
- (e) At the time of the application or at any time prior to the time approval is granted, the owner is delinquent in the payment of any monetary obligation to the Association, or if the lot or property owner is in violation of any provision of any governing document, rule or regulation of the Association which remains uncured at the time the Association makes its decision regarding the proposed lease.

(9) This amendment shall not affect any right of any owner who was a record owner of a lot on the date that this amendment is recorded. No lot may be rented by the owner until such time as the owner has owned a lot in the Association for a period of at least twelve (12) consecutive months. Notwithstanding the foregoing, so long as the property owner has owned one (1) lot for at least twelve (12) consecutive months, the owner may purchase and rent/lease an additional lot without being subject to the above waiting period. The date that the instrument of conveyance is recorded in the public records of Palm Beach County, Florida shall commence the twelve (12) month period. If a property owner owns two (2) properties, the owner must live on one (1) of the properties. Only one (1) property may be rented, regardless of the number of properties owned by the

respective owner. Notwithstanding the foregoing, if the Association owns any lot, the Association shall have the authority to lease such lot at any time within the first twelve (12) months of ownership and thereafter. If the Association owns more than one (1) lot, the Association may lease more than one (1) lot.

(10) Notwithstanding any right an owner may have hereunder to lease/rent the owner's lot, in order to preserve the character of the community as an ownership community, at any given time no more than thirty percent (30%) of the properties subject to the Association may be leased or rented.

(11) The Association's Rules and Regulations, as same may be amended or modified from time to time, are automatically incorporated into each lease. The owner and/or the tenant are responsible for obtaining a copy of the current Rules and Regulations and the tenant must comply with same.

-77 128250

IN THE CIRCUIT COURT OF THE FIFTEENTH  
JUDICIAL CIRCUIT OF FLORIDA, IN AND FOR  
PALM BEACH COUNTY. CIVIL ACTION.

CASE NO. 75-4697 CA (L) 01 A

RUTH MOLTZ, et al., )  
 Plaintiffs, )  
 vs. )  
 SANDALFOOT COVE COUNTRY )  
 CLUB, INC., etc., et al., )  
 Defendants. )

JOHN R. DUHAYLE  
 CLERK OF CIRCUIT COURT  
 PALM BEACH COUNTY

OCT 3 10 43 AM '77

FILED

77 OCT 4 PM 12:44

FINAL JUDGMENT

THIS CAUSE came on for trial on February 9, 1977. The trial was not completed but was rescheduled for conclusion the week of September 12, 1977. The recess occurred after the plaintiff had presented three days of evidence.

The parties to this cause have presented to the court a proposed settlement agreement. The court has heard sufficient testimony to find and determine that the plaintiffs, Ruth Moltz, Gerald Sheehe, Eugene Kilbride, Peter Hriz, and Kenneth O'Connor, are representatives of a class consisting of all of the owners of lots in the subdivision known as Sandalfoot Cove, Section One, as the same is shown on the plat thereof, Plat Book 28, page 225, of the Public Records of Palm Beach County, Florida. The court further finds that the interest of the named plaintiffs as lot owners are coextensive with the interest of all members of the class and that the issues of law and fact raised herein are common to all members of the class.

PALM BEACH REC 2745 PAGE 1460

EXHIBIT  
 B

180

The court finds that the settlement agreement introduced into evidence by the plaintiffs as Exhibit 1 is in the best interest of the parties and should be approved by the court. The court being fully advised in the premises, it is thereupon

ORDERED AND ADJUDGED as follows:

a. The named plaintiffs are representatives of a class consisting of all of the owners of lots in the subdivision known as Sandalfoot Cove, Section One, as the same is shown on the plat thereof, Plat Book 28, page 225, of the Public Records of Palm Beach County, Florida. The interest of the named plaintiffs as lot owners are coextensive with the interest of all members of the class.

b. The issues of law and fact raised in this action for declaratory relief are common to all members of the class and the named plaintiffs have the authority to enter into this stipulation on behalf of themselves and the class consisting of the owners of all lots in Sandalfoot Cove, Section One.

c. The defendant, United Communities Corporation, was formerly known as United Utilities Corporation of Florida, and was the grantor in the Declaration of Conditions, Covenants, Restrictions and Reservations, recorded in Official Record Book 1729, page 285, of the Public Records of Palm Beach County, Florida.

d. The defendants, Sandalfoot Cove Country Club, Inc. and Daniel J. Ricker, as trustee, are the successors in interest to the defendant, United

Communities Corporation of said Declaration of Conditions, Covenants, Restrictions and Reservations, and were such successors in interest at the time the lis pendens was filed herein. Said defendants have the authority to enter into this agreement and to construe the terms and provisions of said Declaration and to bind successors in interest, if any.

e. The defendant, Barwood Development Corporation, is the owner of a parcel of land known as Parcel A, Sandalfoot Cove, Section Two, as shown in Plat Book 29, page 15, of the Public Records of Palm Beach County, Florida, hereinafter referred to as Parcel A.

f. The Declaration dated June 12, 1969, and recorded in Official Record Book 1729, page 285, of the Public Records of Palm Beach County, Florida, requires the owners of lots in Section One to pay recreational and maintenance fees. In exchange for the payment of said fees, the owners of lots in Sandalfoot Cove, Section One, are entitled to the following rights under the recreational provisions of the Declaration.

1. The full membership in the Sandalfoot Cove Country Club and its successors or assigns.
2. The right to play the Sandalfoot Cove nine hole executive golf course without the payment of any greens fee, trail fee, or other admission charge.
3. The right to play the Sandalfoot Cove 18 hole championship golf course for a greens fee of \$2.00. The owner of the golf course shall have the right to increase said greens fee in accordance with



percentage of change, if any, of the cost of living index, kept and provided by the Bureau of Labor Statistics of the United States Department of Labor, entitled, "Consumers Price Index - U. S. Average, All Items in Commodity Groups", or such other governmental agency of the United States as may keep said cost of living index as successors to the Department of Labor. The base year for the computation of said increase shall be January 1, 1971. Notwithstanding said cost of living index increase, the total greens fee shall not exceed the sum of \$3.00 during the existence of the Declaration.

4. The free access to and right to use without charge the swimming pool, shuffleboard courts, sauna bath, and tennis courts.

5. The nonexclusive use and free access to the clubhouse and its facilities including but not limited to the nonexclusive use of the southwest meeting room of the clubhouse for activities of the owners of lots in Section One.

6. All of said recreational facilities shall be maintained by the defendants or their successors and assigns. The owners of lots in Section One shall have free access to all of said recreational facilities at all times the same are open for use and any charges made for golf carts or other services provided by the Country Club shall be nondiscriminatory to the residents of Section One. The defendants shall have the right to restrict the use of the 18 hole golf course during tournament play and shall have the right to require reservations of starting times on a nondiscriminatory basis.

g. The Declaration of Restrictions contains a cost of living increase for the recreation and maintenance fee charged residents of Sandalfoot Cove, Section One. The amount of maintenance and recreation fee now being charged has validly been increased to its present level pursuant to said provision.

h. The Declaration of Restrictions contained no restrictions on the development of Parcel A of Sandalfoot Cove, Section Two. Parcel A, Sandalfoot Cove, Section Two, is not restricted to development as a recreational area for the use and benefit of the owners of lots in Sandalfoot Cove. There are no other restrictions in the development of Parcel A except county zoning regulations.

i. Paragraph 4 (d) of the Declaration provides that in exchange for the payment of a maintenance fee, each residential lot owner in Sandalfoot Cove, Section One, is to receive general lawn maintenance services, including periodic mowing, watering and fertilizing of lawns, and periodic garbage pick-up service. Said general lawn maintenance and garbage pick-up shall be provided to each lot owner in a reasonable manner at reasonable intervals.

j. The issues raised by Count Three of the Amended Complaint are hereby severed. The court shall refer said issues to a Special Master in a general order of reference to hear and determine the issue of damages as raised by Count Three.

k. The Declaration of Restrictions as herein defined and clarified shall remain in full force and effect until their expiration as provided therein.

1. Each lot owner in Section One shall have the right to present evidence as to the damages, if any, suffered by said lot owner because of the alleged breach of the maintenance covenants contained in the Declaration. The amount of such damages, if any, and the liability of the parties for such damages, shall be determined separately and not as a class action as to each lot owner by the Special Master.

m. Each party shall bear their own costs and attorneys fees as to Count One and Count Two of the Amended Complaint. Costs as to Count Three of the Amended Complaint shall be taxed upon the recommendation of the Special Master.

DONE AND ORDERED at West Palm Beach, Florida, this 30 day of Sept. 1977.

W. J. Potts  
Circuit Judge

Copies furnished counsel:

Ronald E. Jones, attorney for plaintiffs, 600 Comeau Bldg., West Palm Beach, Florida.

Tomberg & Woolley, attorneys for defendant, United Communities Corporation, P. O. Drawer EE, Boynton Beach, Florida.

Reynolds & Marchbanks, attorneys for defendants Sandalfoot, Barwood and Ricker, 301 W. Camino Gardens Blvd., Boca Raton, Florida.

Return to: (enclose self-addressed stamped envelope)

Name

Address:



CFN 20050560980  
OR BK 19197 PG 1895  
RECORDED 09/06/2005 14:15:57  
Palm Beach County, Florida  
Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 1895 - 1928; (34pgs)



IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT,  
IN AND FOR PALM BEACH COUNTY, FLORIDA.

GENERAL JURISDICTION DIVISION

JOHN LEMIEUX, FLOYD  
DRUMMOND, LINDA MASOTTO,  
FRANK MUZYKA and CHRIS FEDOR,

CASE NO. 502004CA011883XXXXMB (AN)

Plaintiffs,

v.

COVE CLUB INVESTORS, LTD,  
a Florida Limited Partnership, d/b/a  
BOCA DUNES GOLF & COUNTRY CLUB,

Defendant.

**FINAL JUDGMENT DETERMINING THAT PLAINTIFFS'  
CLAIMS ARE PROPERLY MAINTAINABLE AS A CLASS  
ACTION AND APPROVING STIPULATION OF SETTLEMENT**

This action came on to be heard before the Court on the 22nd day of June, 2005, on the Joint Motion for Approval of Class Action Settlement filed by the parties in this action for declaratory and/or injunctive relief concerning the following real property located in Palm Beach County, Florida:

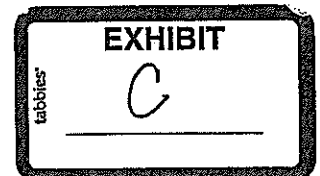
**ALL SUBDIVISION LOTS LOCATED IN SANDALFOOT COVE SECTION ONE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 28, PAGES 225-226 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.**

Upon consideration thereof, the Court finds and determines as follows:

**FACTUAL BACKGROUND**

This action was brought as a putative class action by five property owners in Sandalfoot Cove Section One, on behalf of themselves, and as proposed class representatives of all other property owners in this golf-oriented mobile home community located in southwest Palm Beach County. The Plaintiffs sued Cove Club Investors, Ltd., ("CCI"), the owner and operator of Boca Dunes Golf & Country Club, (the "Club"), for declaratory and injunctive relief concerning the interpretation of certain deed restrictions contained in a recorded instrument entitled, "Declaration

17



FILE NUM 20050418878 OR BOOK PAGE 1895/1920 DATE: 07/06/2005 13:28:04 Pgs 1895 - 1928; (34pgs)  
Sharon R. Bock, CLERK & COMPTROLLER

4020  
This is not a certified copy

of Conditions, Covenants, Restrictions, and Reservations Affecting Property Located in Sandalfoot Cove," dated June 12, 1969, and recorded June 12, 1969, in Official Records Book 1729, Pages 285-292, of the Public Records of Palm Beach County, Florida, (the "Declaration"), as amended by that certain Final Judgment in Case No. 75-4697 CA L01 A, entitled, "Ruth Moltz, et.al., Plaintiffs, v. Sandalfoot Cove Country Club, Inc., et.al., Defendants," a 1975 class action concerning the same recorded instrument. The Plaintiffs, in the instant case, asserted that CCI had an obligation to enforce the deed restrictions, but had failed to do so, and that annual "CPI" increases in "Recreation Fees" charged to the property owners for the use of the Club's recreational facilities, had been miscalculated, resulting in the property owners being "overcharged" for the use of Club facilities. Limiting their individual and class claims to declaratory and injunctive relief, the Plaintiffs sought class certification only under Fla. R. Civ. P. 1.220(b)(1)(A) and/or 1.220(b)(2). The Defendant answered, denying the material allegations of the Complaint, challenging the appropriateness of class relief, the adequacy of the Plaintiffs as class representatives, and asserting various affirmative defenses.

After substantial formal and informal discovery was conducted, the parties held a series of meetings to discuss settlement, including open, "town hall" type meetings, attended by many of the property owners, who actively participated in the discussions. As a result of these negotiations, the parties entered into a settlement agreement, resolving all issues. The settlement agreement was reduced to writing in a "Stipulation of Settlement," dated February 22, 2005. The agreement was made subject to approval by the Court after a "Fairness Hearing," to be set by the Court on joint motion of the parties and notice to the members of the putative class. On March 14, 2005, the Court, for settlement purposes only, entered an order certifying the class, consisting of all property owners in Sandalfoot Cove Section One, appointing the Plaintiffs as class representatives and their attorney, Alexander Martone, Esq., as Class Counsel, setting a Fairness Hearing for June 22, 2005, and providing that notice of the Fairness Hearing and the details of the proposed settlement agreement be furnished to each member of the class, and providing further that each member of the class be

notified of his or her right to appear and be heard at the Fairness Hearing and/or to file objections to the settlement agreement with the Clerk of the Court.

Notice of the Fairness Hearing, the terms of the settlement agreement, and the class members' right to appear and be heard and/or to file written objections with the Clerk of the Court, was provided to the members of the class by certified mail, return receipt requested, in the form approved by the Court, and on May 31, 2005, a Proof of Service of Notice of Class Action and Proposed Settlement was filed with the Clerk of the Court. No objections to the settlement agreement were filed with the Clerk prior to the date of the Fairness Hearing and no objectors appeared at the Fairness Hearing, which was held at the time and place provided in the Court's March 14, 2005 order and the notice.

#### FINDINGS OF FACT AND CONCLUSIONS OF LAW

Pursuant to Florida Rule of Civil Procedure 1.220(a), four prerequisites must be satisfied before any claim or defense may be maintained on behalf of a class. The members of the class must be so numerous that separate joinder of each member is impracticable. Fla. R. Civ. P. 1.220(a)(1). The claim or defense of the representative party must raise questions of law or fact common to the questions of law or fact raised by the claim or defense of each member of the class. Fla. R. Civ. P. 1.220(a)(2). The claim or defense of the representative party must be typical of the claim or defense of each member of the class. Fla. R. Civ. P. 1.220(a)(3). Lastly, the representative party must be able to fairly and adequately protect and represent the class members' interests. Fla. R. Civ. P. 1.220(a)(4). The Court finds and determines that the facts and circumstances of this action, which involve the claims of 170 homeowners, who seek a declaration of their rights and obligations under the same recorded instrument, satisfy the four prerequisites of Fla. R. Civ. P. 1.220(a).

Pursuant to Rule 1.220(b), if the Rule 1.220(a) criteria are satisfied, a court must also conclude that the claims or defenses are maintainable in a class action. The court may find that the prosecution of separate claims or defenses by or against individual class members would create a risk of either inconsistent or varying adjudications concerning individual class members which

would establish incompatible standards of conduct for the opposing party or that the adjudications concerning individual class members would be dispositive of the interests of the other class members who are not parties to the adjudications or would substantially impair their interests. Fla. R. Civ. P. 1.220(b)(1)(A)-(B). If the class is not maintainable under rules 1.220(b)(1)(A) or (b)(1)(B), the class may still be certified if the party opposing the class has acted or refused to act on grounds generally applicable to all the class members, thereby making final injunctive or declaratory relief concerning the class as a whole appropriate. Fla. R. Civ. P. 1.220(b)(2). The central issue to be resolved in this case arises from a dispute over the correct legal interpretation of recorded deed restrictions and covenants which run with the land and which affect all class members in the same way. Furthermore, the relief demanded by the Plaintiffs is limited to declaratory and injunctive relief, and they have specifically sought class certification pursuant to Rule 1.220(1)(A) and Rule 1.220(b)(2). Under these circumstances, the Court concludes that certification of the class is appropriate under both Rule 1.220(1)(A)-(B) and Rule 1.220(b)(2).

Having concluded that this action is properly maintainable as a class action, the Court must next determine whether the settlement agreement satisfies the applicable standards for approval established by the case law interpreting Rule 1.220 and its federal counterpart, Rule 23 of the Federal Rules of Civil Procedure.<sup>1</sup> In determining whether to approve a proposed settlement, the cardinal rule is that the court must find that the settlement is fair, adequate and reasonable and is not the product of collusion between the parties. *Cotton v. Hinton*, 559 F.2d 1326, 1330 (5<sup>th</sup> Cir. 1977). See also, *Bennett v. Behring Corporation*, 737 F.2d 982, 988, (11<sup>th</sup> Cir. 1984); *Young v. Katz*, 447 F.2d 431 (5<sup>th</sup> Cir. 1971). In determining the fairness, adequacy and reasonableness of the proposed compromise, inquiry should focus upon the terms of the settlement as contrasted with the likely rewards the class would receive after a successful trial. *Protective Committee v. Anderson*, 390 U.S.

---

<sup>1</sup>Florida Rule of Civil Procedure 1.220 is based on Federal Rule of Civil Procedure 23, and Florida courts may therefore look to federal cases as persuasive authority in the interpretation of Rule 1.220. *Concerned Class Members v. Sailfish Point, Inc.*, 704 So. 2d 200, 201 (Fla. 4<sup>th</sup> DCA 1998); *Broin v. Philip Morris Companies, Inc.*, 641 So. 2d 888, 889 (Fla. 3<sup>rd</sup> DCA 1994), rev. denied, 654 So. 2d 919 (Fla. 1995).

414, 434, 88 S. Ct. 1157, 1168, 20 L. Ed. 2d 1 (1968). However, in evaluating the terms of the compromise in relation to the likely benefits of a victory at trial, the court has neither the right nor the duty to reach any ultimate conclusion on the issues of fact and law which underlie the merits of the dispute. *City of Detroit v. Grinnell Corporation*, 495 F.2d 448, 456 (2d Cir. 1974), *Gruin v. International House of Pancakes*, 513 F.2d 114, 123 (8th Cir. 1975). A settlement need not achieve all the relief requested in the complaint to be "fair, adequate and reasonable." See, e.g., *Behrens v. Wometco Enters., Inc.* 118 F.R.D. 535, 543 (S.D. Fla. 1988) aff'd 899 F.2d 21 (11th Cir. 1990) (approving settlement granting only 3% to 5% of damages claimed). Moreover, it must be remembered that "compromise is the essence of a settlement," and "inherent in compromise is a yielding of absolutes and an abandoning of highest hopes." *Cotton*, 559 F.2d at 1330, citing *Milstein v. Werner*, 57 F.R.D. 515, 524-25 (S.D.N.Y. 1972). Furthermore, there is a strong judicial policy as well as an overriding public interest in favor of settlement, particularly in class action lawsuits. *United States v. City of Miami*, 614 F.2d 1322, 1344 (5th Cir. 1980); *United States v. Allegheny-Ludlum Industries, Inc.* 537 F.2d 826 (5th Cir. 1975). In these days of increasing congestion in the court system, settlements contribute greatly to the efficient utilization of scarce judicial resources. *Cotton*, 559 F.2d at 1330.

The settlement achieved in this case accomplishes much, but of course not all, of what the Plaintiffs hoped to achieve when they filed the lawsuit. The principal concern -- CCI's refusal to assume sole responsibility for the enforcement of the deed restrictions -- was dealt with in a manner which is both creative and mutually beneficial to the property owners and CCI. Thus, by amending the Declaration to create the "Sandfoot Cove Section One Deed Restriction Committee," with members chosen from the community by the property owners themselves, and adding a "prevailing party attorneys' fee" provision to the Declaration, the settlement agreement accomplishes the dual purpose of empowering the property owners to enforce the deed restrictions themselves for the betterment of the entire community, while, at the same time, relieving CCI of the obligation



(if indeed it had one), and expense, of policing each and every reported violation.<sup>2</sup> The only other issue -- the alleged miscalculation of the "CPI" increase in the Recreation Fees charged by CCI -- was dealt with by amending the Declaration to permit the elimination of certain recreational facilities that had not been used by the property owners for many years, and by reducing the Recreation Fee from \$84.11 per month to \$70.00 per month, freezing that rate for two years, and thereafter permitting adjustments to be made in accordance with a clearly stated mathematical formula, selected by the Plaintiffs and agreed to by CCI.<sup>3</sup> The Court finds that the reduction in Recreation Fees of nearly 17% coupled with the two year freeze in rate and clarification of the methodology to be employed in future rate adjustments, represent substantial benefits to the class members.

Significant weight is given to the opinions of counsel. "In evaluating the settlement, the judge should keep in mind the unique ability of class and defense counsel to assess the potential risks and rewards of litigation; a presumption of the fairness, adequacy, and reasonableness may attach to a class settlement reached in arms-length negotiations between experienced, capable counsel after meaningful discovery." Federal Judicial Center, Manual For Complex Litigation § 30.42 (3d ed. 1995), citing *Wellman v. Dickinson*, 497 F. Supp. 824, 830 (S.D.N.Y. 1980), *aff'd*, 647 F.2d 163 (2d Cir. 1981). It is apparent to the Court that this matter has been handled in a competent, professional, and good faith manner by experienced counsel. The Court is entitled to rely upon the judgment of experienced counsel for the parties. *Flinn v. FMC Corporation*, 528 F.2d 1169 (4<sup>th</sup> Cir. 1975). Indeed, the trial judge, absent fraud, collusion, or the like, should be hesitant to substitute its own judgment for that of counsel. *Cotton*, 559 F.2d at 1330, citing *Flinn*, *id.* at 1173.

---

<sup>2</sup> CCI's position was that it had the authority, but not the obligation, to enforce the deed restrictions, and that under the rule in *Palm Point Property Owners' Association of Charlotte County, Inc. v. Pisarsky*, 608 So.2d 537 (Fla. 3d DCA 1992), citing *Osius v. Barton*, 109 Fla. 556, 147 So. 862 (Fla. 1933), any property owner in the community likewise had the legal right to go to court to enforce the deed restrictions.

<sup>3</sup> The original Declaration also included a mathematical formula which was to be used in making annual adjustments to the Recreation Fees. However, the parties disagreed as to its proper interpretation, which was one of the issues to be tried had the case not been settled.

Another factor in analyzing the fairness of a class settlement is the complexity, expense, and duration of litigation faced by the plaintiff class. *See, e.g., Neff v. VIA Metropolitan Transit Authority*, 179 F.R.D. 185, 209 (W.D. Tex 1998). In evaluating this factor,

[t]he Court should consider the vagaries of the litigation and compare the significance of immediate recovery by way of compromise to the mere possibility of relief in the future, after protracted and expensive litigation. In this respect, "[i]t has been held proper to take a bird in the hand instead of a prospective flock in the bush."

*In re Shell Oil Refinery*, 155 F.R.D. 552, 560 (E.D. La. 1993) (quoting *Oppenheimer v. Standard Oil Co.*, 64 F.R.D. 607, 624 (D. Colo. 1974) (quoted in *Neff*, 179 F.R.D. at 209)). There can be no doubt that this class action litigation is substantively and procedurally complex, and that much time would have elapsed before the case could proceed to trial. The Defendant had a variety of defenses available. Additional discovery would have been time consuming, and the Defendant was prepared to launch a vigorous defense. This process would have been time consuming, burdensome, and expensive for the Plaintiff Class. By settling the case, the Plaintiff Class receives immediate benefits without having to endure protracted litigation.

Finally, the opinion of the class, as expressed through its objections, or lack thereof, warrants the Court's consideration. It is well established that in assessing the fairness of a proposed compromise, the number of objectors, or the absence of objection, is an important factor to be considered, although it is not controlling. *Cotton*, 589 F.2d at 1331, citing *Bryan v. Pittsburgh Plate Glass Co.*, 494 F.2d 799 (3d Cir. 1974) (noting that "[a] settlement can be fair notwithstanding a large number of class members who opposed it"). *See also*, 7B Wright, Miller & Kane § 1797.1, at 404 & n.21 (the absence of opposition is an important, albeit not dispositive, factor). The Court notes here, that despite having been given notice of the full terms of the settlement agreement and an opportunity to file written objections with the Clerk of the Court, and/or appear and be heard at the Fairness Hearing, not one property owner filed an objection, and no objectors attended the Fairness Hearing. Quite to the contrary, the property owners who did appear at the Fairness Hearing expressed their full support for the settlement.

In sum, the Court has determined that the settlement agreement was the product of good faith, arms length negotiations, and is not the result of collusion between the parties and/or their attorneys. There is no indication of unethical behavior, want of skill or lack of zeal on the part of the attorneys and the settlement provides significant benefits to the Plaintiffs and the class members, while eliminating the risks, time and expense inherent in protracted and complex class litigation. Neither side here received all that they desired, but such is the nature of a compromise. The Court concludes that the settlement was proper and constructive, amounting to a fair, adequate, and reasonable compromise of vigorously disputed factual and legal issues.

Based upon the foregoing, it is,

ORDERED AND ADJUDGED that the class consisting of the owners of all improved and unimproved subdivision lots in Sandalfoot Cove Section One, according to the plat thereof recorded in Plat Book 28, pages 225-226 of the public records of Palm Beach County, Florida, is hereby certified pursuant to Fla.R.Civ.P. 1.220(b)(1)(A)-(B) and 1.220(6)(2), and that the Stipulation of Settlement dated February 22, 2005, a copy of which is annexed hereto and made a part hereof by reference, be and the same is hereby approved. The Declaration as previously amended by that certain Final Judgment in Case No. 75-4697 CA L01A, entitled "Ruth Moltz, et.al., Plaintiffs, v. Sandalfoot Country Club, Inc., et.al., Defendants" (the "Moltz case"), shall be, and it is hereby, further amended to substitute the terms and conditions set forth in the Stipulation of Settlement for the provisions of the Declaration and the Final Judgment in the Moltz case, which are inconsistent therewith. In all other respects, the Declaration shall remain in full force and effect.

Pursuant to the terms of the Stipulation of Settlement, it is,

FURTHER ORDERED AND ADJUDGED:

(a) that the Declaration, as amended by the Final Judgment in the Moltz case, and as further amended by the Stipulation of Settlement, and this Final Judgment, is a valid and enforceable declaration of use restrictions and covenants that run with the land described therein, and that it is binding upon the owners of all improved and unimproved subdivision

lots in Sandalfoot Cove Section One, according to the plat thereof, recorded in Plat Book 28, pages 225-226 of the public records of Palm Beach County, Florida, their heirs, administrators, devisees, grantees, successors, and assigns, and all parties claiming by, through, under, or against them;

(b) that the "Notice Pursuant to Marketable Record Title Act Section 712.01, et seq., Florida Statutes," dated May 10, 1999, and recorded on May 11, 1999, in Official Records Book 11099, Page 1973, of the Public Records of Palm Beach County, Florida, by CCI constitutes valid and effective notice pursuant to a Marketable Record Title Act, Section 712.01, et seq., Florida Statutes, for the purposes of preserving and protecting CCI's rights under the Declaration for a period of thirty (30) years from the date of its recordation;

(c) that CCI shall reduce the monthly Recreation Fee charged to lot owners in Sandalfoot Cove Section One pursuant to paragraph 4(b) of the Declaration from \$84.11, plus sales tax, per lot, per month, to \$70.00, plus sales tax, per lot, per month. The reduction in the fee shall be made as of the date of entry of this Final Judgment, but shall be retroactive to January 1, 2005, so that the lot owners shall receive a corresponding credit for payments made to CCI in excess of \$70.00 per month, from January 1, 2005 to the date of entry of this Final Judgment;

(d) that the aforescribed Recreation Fee shall remain fixed at \$70.00, plus sales tax, per lot, per month, until December, 2006. Thereafter, the Recreation Fee shall be adjusted annually on the first day of each year, commencing January 1, 2007, to reflect a percentage increase or decrease equal to 1.5 times the year over year percentage change in the Consumer Price Index ("CPI") determined by reference to the "12 Months Percent Change" Table, Series CUUR0000SA0, published by the United States Department of Labor, Bureau of Labor Statistics, (or its functional equivalent in the event said table is no longer published). For purposes of this Agreement, the term "CPI" means the "Consumer Price Index-All Urban Consumers, Series CUUR0000SA0, Not Seasonally Adjusted, U. S. City

Average, All Items," published by the United States Department of Labor, Bureau of Labor Statistics, and the term "CPI %" means the twelve months percentage change derived from the "12 Months Percent Change" Table, Series CUUR0000SA0, published by said agency. Specifically, the annual adjustment shall be made as follows:

The monthly Recreation Fee for the year prior to the year of adjustment shall be multiplied by the percentage amount which is 1.5 times the CPI percentage change between September of the year prior to the year of adjustment, and September of the year which is two (2) years prior to the year of adjustment. The product of this multiplication shall be added to the amount of the monthly Recreation Fee for the year prior to the year of adjustment, and the resulting sum shall be the amount of the monthly Recreation Fee for the ensuing year.

For example, the adjustment to be made as of January 1, 2007, will be calculated as follows:

CPI % change from September, 2005 to September, 2006 = "X%"  
"X%" x 1.5 = "Y%"  
"Y%" x \$70.00 = "Z"  
\$70.00 + "Z" = "Adjusted Recreation Fee for 2007"

In the event that the United States Department of Labor, Bureau of Labor Statistics no longer publishes this data, then the data published by such other governmental agency of the United States, as may keep said cost of living index, as successor to said agency, shall be used:

(e) that the tennis courts and shuffle board courts shall be eliminated as recreational facilities required to be provided by CCI to the property owners in Sandalfoot Cove Section One under the Declaration, effective on the date of entry of this Final Judgment. On or after the date of entry of this Final Judgment, CCI shall be free to use the

land upon which these facilities are presently located for such purposes as CCI may desire in its sole and unlimited discretion;

(f) that as of the date of entry of this Final Judgment, CCI shall transfer its power, authority and any obligation it may have to enforce the "deed restrictions" contained in paragraphs 1 through 3 of the Declaration, to a committee of property owners in Sandalfoot Cove Section One, to be initially comprised of the following: Floyd Drummond, John Lemieux, Chris Fedor, Betty Kroener, and Donna Mitchell. The committee shall be known as the "Sandalfoot Cove Section One Deed Restriction Committee," (sometimes hereinafter referred to as the "Committee"), which shall, on or after the date of entry of this Final Judgment, be authorized and empowered to enforce the "deed restrictions" contained in the Declaration against offending property owners in Sandalfoot Cove Section One, as well as the power to transfer its authority to enforce the deed restrictions to a successor committee or owners' association, if and when approved by a majority vote of the property owners of Sandalfoot Cove Section One. The members of the Committee appointed pursuant to the terms of this Agreement shall serve for a period of six (6) months from the date of entry of this Final Judgment. On or before the date which is six months after the date of entry of this Final Judgment, an election shall be held to elect the members of the Committee to an initial term of office of three (3) years. Any person who owns, or has an ownership interest in property located in Sandalfoot Cove Section One, (including the above named incumbent members of the Committee), shall be eligible to run for election to the Committee. Owners of property in Sandalfoot Cove Section One shall be entitled to vote in the election, provided that the voting right is limited to one vote per subdivision lot, regardless of whether the lot is owned by a single owner or multiple owners. The vote shall be by written ballot, signed by the subdivision lot owner, or, in the case of multiple owners, by all of the lot owners. The five individuals receiving the highest number of votes shall be elected to the Committee, and shall thereafter serve for the initial term of three (3) years, or

until they resign, die, become disabled, or cease to own property in Sandalfoot Cove Section One. A Committee member who resigns, dies, becomes disabled, or who ceases to own property in Sandalfoot Cove Section One, prior to the completion of his or her term in office, shall be replaced by an interim member, appointed by majority vote of the remaining members of the Committee, who shall serve until the next election. Subsequent elections shall be conducted tri-annually, in accordance with the same procedure, for the duration of the term of the Declaration;

(g) that in the event of any litigation arising out of the Declaration, the prevailing party shall be entitled to an award of reasonable attorney's fees, including appellate attorney fees and all costs of litigation.

ORDERED AT West Palm Beach, Palm Beach County, Florida, this 29 day of \_\_\_\_\_, 2005.

JEFFREY A. WINSTON, CIRCUIT JUDGE

Copies furnished:

Alexander L. Martone, Esq.  
30 S. E. 7th Street, Boca Raton, FL 33432

David D. Welch, Esq.  
2401 E. Atlantic Blvd., #400, Pompano Beach, FL 33062

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT,  
IN AND FOR PALM BEACH COUNTY, FLORIDA.

GENERAL JURISDICTION DIVISION

JOHN LEMIEUX, FLOYD DRUMMOND,  
LINDA MASOTTO, CHRIS FEDOR and  
FRANK MUZYKA, individually and on  
behalf of themselves and all others  
similarly situated,

CASE NO. 50 2004 CA011883XXXXMB (AN)

Plaintiffs,

v.

COVE CLUB INVESTORS, LTD.,  
a Florida Limited Partnership, d/b/a  
BOCA DUNES GOLF & COUNTRY CLUB,

Defendant.

STIPULATION OF SETTLEMENT

**THIS STIPULATION OF SETTLEMENT**, ("Stipulation" or "Agreement") made and entered into this 22nd day of FEBRUARY, 2005, by and between the Plaintiffs, John Lemieux, Floyd Drummond, Linda Masotto, Chris Fedor and Frank Muzyka, suing on behalf of themselves and the class described below ("Plaintiffs") and Defendant, Cove Club Investors, Ltd., a Florida limited partnership, d/b/a Boca Dunes Golf and Country Club ("CCI"), the Plaintiffs and CCI being collectively referred to herein as "the Parties."

The proposed settlement set forth herein (the "Settlement") will become effective following approval by the Circuit Court of the 15<sup>th</sup> Judicial Circuit, in and for Palm Beach County, Florida. In the event the Settlement is not approved, the case will proceed as if no settlement had been attempted. In such event, CCI retains the rights to contest whether this case should be maintained as a class action and to defend on the merits of the case itself.



WHEREAS

The Plaintiffs were also parties to that certain civil action filed on April 7, 2004 against CCI and certain other defendants in the Circuit Court of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida, under Case No. 2004CA003609XXXXXXMB (AF), entitled "John Lemieux, Floyd Drummond, Linda Masotto, Frank Muzyka, and his wife, Bea Muzyka, and Chris Fedor, Plaintiffs, vs. Cove Club Investors, Ltd., a Florida limited partnership d/b/a Boca Dunes Golf and Country Club, Gelm, Inc., a Florida corporation, and Sandalfoot Cove Section # 1, a Florida not-for-profit corporation, Defendants;" ("Lemieux I"). In their complaint in Lemieux I, the Plaintiffs alleged, among other things, that CCI had failed to comply with that certain Declaration of Conditions, Covenants, Restrictions, and Reservations Affecting Property Located in Sandalfoot Cove dated June 12, 1969, and recorded June 12, 1969, in Official Records Book 1729, Pages 285-292, Public Records of Palm Beach County, Florida, (the "Declaration"), by failing to enforce certain deed restrictions against subdivision lot owners whose property was allegedly not in compliance with restrictive covenants imposing standards concerning the appearance, maintenance, state of repair, and use of property located in the Sandalfoot Cove, Section One subdivision; by improperly calculating the amount of monthly recreation fees due to CCI from subdivision lot owners in the Sandalfoot Cove, Section One subdivision for the use of CCI's golf courses and other recreational facilities, and thereby overcharging the subdivision lot owners for the privilege of using the recreational facilities; and by failing to validly extend the duration of the Declaration beyond June 1999, by recording a legally deficient notice in the public records.

CCI moved to dismiss the complaint in Lemieux I, and on August 17, 2004, the Court granted the motion, in part, but allowed the Plaintiffs to file an amended complaint. The Plaintiffs filed an amended complaint which omitted the claim that CCI had not properly recorded notice of the extension of the duration of the Declaration, but otherwise sought essentially the same relief as they had in their initial complaint. CCI filed an answer to the amended complaint, denying the material allegations and setting forth several affirmative defenses to the Plaintiffs' claims. The

parties engaged in substantial formal and informal discovery, following which extensive negotiations were conducted, including open meetings to which members of the proposed class were invited, and during which they actively participated. These negotiations ultimately culminated in a settlement. On the December 9, 2004, the Plaintiffs entered into a written settlement of the Lemieux I case, which after further negotiation and input from members of the proposed class, was amended by an Amended Settlement Agreement dated December 20, 2004.

#### SUMMARY OF LEMIEUX I SETTLEMENT AGREEMENT

The parties agreed that the settlement in Lemieux I applied only to the claims and causes of action which were or could have been brought against CCI, and specifically did not apply to the claims and causes of action against Gelm, Inc. The Plaintiffs reserved the right to continue to prosecute their independent claims and causes of action against Gelm, Inc. The parties agreed that the claims against CCI were to be severed from the claims against Gelm, Inc., and that the Plaintiffs were free to continue their litigation against Gelm, Inc. in Case No. 2004CA003609XXXXXXMB (AF) (Lemieux I). The Plaintiffs agreed to file a Voluntary Dismissal (without prejudice) of all claims against CCI in the Lemieux I Litigation, and thereafter file a new class action (Lemieux II) against CCI only, seeking declaratory and injunctive relief under Chapter 86, Florida Statutes, and class certification for the class consisting of all owners of subdivision lots in Sandalfoot Cove Section One, according to the Plat thereof, as recorded in Plat Book 28, Pages 225-226, of the Public Records of Palm Beach County, Florida.

The parties further agreed that once the Lemieux II Litigation was at issue, they would stipulate to, and jointly apply for an order approving a full and final settlement of all claims, and for certification of the class, for settlement purposes, consisting of all owners of subdivision lots in Sandalfoot Cove Section One, pursuant to Rule 1.220(b)(1)(A), and Rule 1.220(b)(2), Florida Rules of Civil Procedure, whereby all claims and causes of action which were, or which could have been brought by the Plaintiffs, on behalf of themselves and the class described above, shall be fully and finally settled by entry of a Final Judgment providing as follows:

(a) that the Declaration of Conditions, Covenants, Restrictions, and Reservations Affecting Property Located in Sandalfoot Cove Section One dated June 12, 1969, and recorded June 12, 1969, in Official Records Book 1729, Pages 285-292, of the Public Records of Palm Beach County, Florida, as amended by that certain Final Judgment in Case No. 73-4697 CA L01 A, entitled, "Ruth Moltz, et.al., Plaintiffs, v. Sandalfoot Cove Country Club, Inc., et.al., Defendants," and as further amended by the terms of this Settlement Agreement and final judgment to be entered approving same (the "Declaration"), is a valid and enforceable declaration of use restrictions and covenants that run with the land described in the Declaration and is binding upon the present owners of improved and unimproved subdivision lots in Sandalfoot Cove Section One, their heirs, successors and assigns, and all parties claiming by, through, under, or against them;

(b) that the "Notice Pursuant to Marketable Record Title Act Section 712.01, et.seq., Florida Statutes," dated May 10, 1999, and recorded on May 11, 1999, in Official Records Book 11099, Page 1973, of the Public Records of Palm Beach County, Florida, by CCI constitutes valid and effective notice pursuant to a Marketable Record Title Act, Section 712.01, et.seq., Florida Statutes, for the purposes of preserving and protecting CCI's rights under the Declaration for a period of thirty (30) years from the date of its recordation;

(c) that CCI shall reduce the monthly Recreation Fee charged to lot owners in Sandalfoot Cove Section One pursuant to paragraph 4(b) of the Declaration from \$84.11, plus sales tax, per lot, per month, to \$70.00, plus sales tax, per lot, per month, effective on the "Effective Date" of the settlement agreement as hereinafter defined;

(d) that the aforescribed Recreation Fee shall remain fixed at \$70.00, plus sales tax, per lot, per month, until December, 2006. Thereafter, the Recreation Fee shall be adjusted annually on the first day of each year, commencing January 1, 2007, to reflect a percentage increase or decrease equal to 1.5 times the year over year percentage change in the Consumer Price Index ("CPI") determined by reference to the "12 Months Percent

Change" Table, Series CUUR0000SA0, published by the United States Department of Labor, Bureau of Labor Statistics, (or its functional equivalent in the event said table is no longer published). For purposes of this Agreement, the term "CPI" means the "Consumer Price Index-All Urban Consumers, Series CUUR0000SA0, Not Seasonally Adjusted, U. S. City Average, All Items," published by the United States Department of Labor, Bureau of Labor Statistics, and the term "CPI %" means the twelve months percentage change derived from the "12 Months Percent Change" Table, Series CUUR0000SA0, published by said agency. Specifically, the annual adjustment shall be made as follows:

The monthly Recreation Fee for the year prior to the year of adjustment shall be multiplied by the percentage amount which is 1.5 times the CPI percentage change between September of the year prior to the year of adjustment, and September of the year which is two (2) years prior to the year of adjustment. The product of this multiplication shall be added to the amount of the monthly Recreation Fee for the year prior to the year of adjustment, and the resulting sum shall be the amount of the monthly Recreation Fee for the ensuing year.

For example, the adjustment to be made as of January 1, 2007, will be calculated as follows:

CPI % change from September, 2005 to September, 2006 = "X%"  
"X%" x 1.5 = "Y%"  
"Y%" x \$70.00 = "Z"  
\$70.00 + "Z" = "Adjusted Recreation Fee for 2007"

In the event that the United States Department of Labor, Bureau of Labor Statistics no longer publishes this data, then the data published by such other governmental agency of the United States, as may keep said cost of living index, as successor to said agency, shall be used.

(e) that the tennis courts and shuffle board courts shall be eliminated as recreational facilities required to be provided by CCI to the lot owners in Sandalfoot Cove Section One under the Declaration, effective on the "Effective Date" as hereinafter defined. On or after the Effective Date, CCI shall be free to use the land upon which these facilities are presently located for such purposes as CCI may desire in its sole and unlimited discretion;

that on the Effective Date, CCI shall transfer its power, authority and any obligation it may have to enforce the "deed restrictions" contained in paragraphs 1 through 3 of the Declaration, to a committee of lot owners in Sandalfoot Cove Section One, to be initially comprised of the following: Floyd Drummond, John Lemieux, Chris Fedor, Betty Kroener, and Donna Mitchell. The committee shall be known as the "Sandalfoot Cove Section One Deed Restriction Committee," (sometimes hereinafter referred to as the "Committee"), which shall, on or after the Effective Date, be authorized and empowered to enforce the "deed restrictions" contained in the Declaration against offending lot owners in Sandalfoot Cove Section One, as well as the power to transfer its authority to enforce the deed restrictions to a successor committee or owners' association, if and when approved by a majority vote of the lot owners of Sandalfoot Cove Section One. The members of the Committee appointed pursuant to the terms of this Agreement shall serve for a period of six (6) months from the Effective Date. On or before the date which is six (6) months after the Effective Date, an election shall be held to elect the members of the Committee to an initial term of office of three (3) years. Any person who owns, or has an ownership interest in a lot in Sandalfoot Cove Section One, (including the above named incumbent members of the Committee), shall be eligible to run for election to the Committee. Owners of lots in Sandalfoot Cove Section One shall be entitled to vote in the election, provided that the voting right is limited to one vote per lot, regardless of whether the lot is owned by a single owner or multiple owners. The vote shall be by written ballot, signed by the lot owner, or,

in the case of multiple owners, by all of the lot owners. The five individuals receiving the highest number of votes shall be elected to the Committee, and shall thereafter serve for the initial term of three (3) years, or until they resign, die, become disabled, or cease to own property in Sandalfoot Cove Section One. A Committee member who resigns, dies, becomes disabled, or who ceases to own property in Sandalfoot Cove Section One, prior to the completion of his or her term in office, shall be replaced by an interim member appointed by majority vote of the remaining members of the Committee, who shall serve until the next election. Subsequent elections shall be conducted tri-annually, in accordance with the same procedure for the duration of the term of the Declaration;

(g) that in the event of any litigation arising out of the Declaration, the prevailing party shall be entitled to an award of reasonable attorney's fees, including appellate attorney fees and all costs of litigation.

The parties further agreed that the settlement was conditioned upon approval by the court and its Effective Date shall be the date of entry of a final judgment approving the settlement and certifying the class, or January 1, 2005, whichever would be later, and that except for the mutual, continuing or future obligations of the parties under the Declaration, as amended by the Final Judgment in Case No. 75-4697 CA L 01 A, and as further amended by the Settlement and the final judgment to be entered approving same, the parties shall, upon the Effective Date, exchange mutual general releases of all claims that were or could have been brought in this or any future civil action.

After the Amended Settlement Agreement was signed, and pursuant thereto, the Plaintiffs voluntarily dismissed their claims against CCI in the Lemieux I Litigation, and filed the instant action (Lemieux II) against CCI. The Plaintiffs continued to prosecute their claims against Gelm, Inc. in the Lemieux I Litigation, and that case remains pending.

The parties now wish to memorialize the complete and full terms of the Settlement of the Lemieux II Litigation, and to finalize the settlement of the Lemieux I Litigation as it pertains to CCI.

The parties propose to settle the claims in accordance with the terms, provisions and conditions of this Settlement as set forth below.

**NOW, THEREFORE**, in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

As soon as reasonably practicable after the execution of this Settlement Stipulation, the parties shall stipulate to, and jointly apply for an order approving the settlement and for certification of the class for settlement purposes, consisting of all owners of subdivision lots in Sandalfoot Cove Section One, pursuant to Rule 1.220(b)(1)(A), and Rule 1.220(b)(2), Florida Rules of Civil Procedure, whereby all claims and causes of action which were, or which could have been brought by the Plaintiffs, on behalf of themselves and the class described above, shall be fully and finally settled by entry of a Final Judgment providing as follows:

(a) that the Declaration of Conditions, Covenants, Restrictions, and Reservations Affecting Property Located in Sandalfoot Cove dated June 12, 1969, and recorded June 12, 1969, in Official Records Book 1729, Pages 285-292, of the Public Records of Palm Beach County, Florida, as amended by that certain Final Judgment in Case No. 75-4697 CA L01 A, entitled, "Ruth Moltz, et.al., Plaintiffs, v. Sandalfoot Cove Country Club, Inc., et.al., Defendants," and as further amended by the terms of this Settlement Agreement and final judgment to be entered approving same (the "Declaration"), is a valid and enforceable declaration of use restrictions and covenants that run with the land described in the Declaration and is binding upon the present owners of improved and unimproved subdivision lots in Sandalfoot Cove Section One, their heirs, successors and assigns, and all parties claiming by, through, under, or against them;

(b) that the "Notice Pursuant to Marketable Record Title Act Section 712.01, et.seq., Florida Statutes," dated May 10, 1999, and recorded on May 11, 1999, in Official Records Book 11099, Page 1973, of the Public Records of Palm Beach County, Florida, by CCI constitutes valid and effective notice pursuant to a Marketable Record Title Act, Section

712.01, et seq., Florida Statutes, for the purposes of preserving and protecting CCI's rights under the Declaration for a period of thirty (30) years from the date of its recordation;

(c) that CCI shall reduce the monthly Recreation Fee charged to lot owners in Sandalfoot Cove Section One pursuant to paragraph 4(b) of the Declaration from \$84.11, plus sales tax, per lot, per month, to \$70.00, plus sales tax, per lot, per month. The reduction in the fee shall be made on the Effective Date of the settlement agreement as hereinafter defined, but shall be retroactive to January 1, 2005 so that the lot owners shall receive a corresponding credit for payments made to CCI in excess of \$70.00 per month from January 1, 2005 to the Effective Date.

(d) that the aforescribed Recreation Fee shall remain fixed at \$70.00, plus sales tax, per lot, per month, until December, 2006. Thereafter, the Recreation Fee shall be adjusted annually on the first day of each year, commencing January 1, 2007, to reflect a percentage increase or decrease equal to 1.5 times the year over year percentage change in the Consumer Price Index ("CPI") determined by reference to the "12 Months Percent Change" Table, Series CUUR0000SA0, published by the United States Department of Labor, Bureau of Labor Statistics, (or its functional equivalent in the event said table is no longer published). For purposes of this Agreement, the term "CPI" means the "Consumer Price Index-All Urban Consumers, Series CUUR0000SA0, Not Seasonally Adjusted, U. S. City Average, All Items," published by the United States Department of Labor, Bureau of Labor Statistics, and the term "CPI %" means the twelve months percentage change derived from the "12 Months Percent Change" Table, Series CUUR0000SA0, published by said agency. Specifically, the annual adjustment shall be made as follows:

The monthly Recreation Fee for the year prior to the year of adjustment shall be multiplied by the percentage amount which is 1.5 times the CPI percentage change between September of the year prior to the year of adjustment, and September of the year which is two (2) years prior to the year



of adjustment. The product of this multiplication shall be added to the amount of the monthly Recreation Fee for the year prior to the year of adjustment, and the resulting sum shall be the amount of the monthly Recreation Fee for the ensuing year.

For example, the adjustment to be made as of January 1, 2007, will be calculated as follows:

CPI % change from September, 2005 to September, 2006 = "X%"

"X%" x 1.5 = "Y%"

"Y%" x \$70.00 = "Z"

\$70.00 + "Z" = "Adjusted Recreation Fee for 2007"

In the event that the United States Department of Labor, Bureau of Labor Statistics no longer publishes this data, then the data published by such other governmental agency of the United States, as may keep said cost of living index, as successor to said agency, shall be used.

(e) that the tennis courts and shuffle board courts shall be eliminated as recreational facilities required to be provided by CCI to the lot owners in Sandalfoot Cove Section One under the Declaration, effective on the Effective Date. On or after the Effective Date, CCI shall be free to use the land upon which these facilities are presently located for such purposes as CCI may desire in its sole and unlimited discretion;

(f) that on the Effective Date, CCI shall transfer its power, authority and any obligation it may have to enforce the "deed restrictions" contained in paragraphs 1 through 3 of the Declaration, to a committee of lot owners in Sandalfoot Cove Section One, to be initially comprised of the following: Floyd Drummond, John Lemieux, Chris Fedor, Betty Kroener, and Donna Mitchell. The committee shall be known as the "Sandalfoot Cove Section One Deed Restriction Committee," (sometimes hereinafter referred to as the "Committee"), which shall, on or after the Effective Date, be authorized and empowered to enforce the "deed restrictions" contained in the Declaration against offending lot owners in

Sandalfoot Cove Section One, as well as the power to transfer its authority to enforce the deed restrictions to a successor committee or owners' association, if and when approved by a majority vote of the lot owners of Sandalfoot Cove Section One. The members of the Committee appointed pursuant to the terms of this Agreement shall serve for a period of six (6) months from the Effective Date. On or before the date which is six (6) months after the Effective Date, an election shall be held to elect the members of the Committee to an initial term of office of three (3) years. Any person who owns, or has an ownership interest in a lot in Sandalfoot Cove Section One, (including the above named incumbent members of the Committee) shall be eligible to run for election to the Committee. Owners of lots in Sandalfoot Cove Section One shall be entitled to vote in the election, provided that the voting right is limited to one vote per lot, regardless of whether the lot is owned by a single owner or multiple owners. The vote shall be by written ballot, signed by the lot owner, or, in the case of multiple owners, by all of the lot owners. The five individuals receiving the highest number of votes shall be elected to the Committee, and shall thereafter serve for the initial term of three (3) years, or until they resign, die, become disabled, or cease to own property in Sandalfoot Cove Section One. A Committee member who resigns, dies, becomes disabled, or who ceases to own property in Sandalfoot Cove Section One, prior to the completion of his or her term in office, shall be replaced by an interim member appointed by majority vote of the remaining members of the Committee, who shall serve until the next election. Subsequent elections shall be conducted tri-annually, in accordance with the same procedure, for the duration of the term of the Declaration;

(g) that in the event of any litigation arising out of the Declaration, the prevailing party shall be entitled to an award of reasonable attorney's fees, including appellate attorney fees and all costs of litigation.

## ADDITIONAL SETTLEMENT TERMS

1. Application for Preliminary Approval of Proposed Settlement and Commencement of Settlement Approval Process. As soon as practicable after this Agreement has been executed, the Parties shall jointly move the Court for preliminary approval of the Settlement. In addition, the Parties shall request, among other things, that the Court:

(a) approve (i) the proposed Settlement and, (ii) the Notice of Class Action, in the form annexed hereto as Exhibit A (the "Notice");

(b) enter a finding that the mailing of the Notice in the manner and form set forth herein meets the requirements of Rule 1.220 of the Florida Rules of Civil Procedure and due process, constitutes the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto;

(c) appoint John Lemieux, Floyd Drummond, Linda Masotto, Chris Fedor and Frank Muzyka as Class Representatives, and Alexander L. Martone as Class Counsel; and

(d) schedule a hearing (the "Fairness Hearing") to determine whether the proposed Settlement of the Litigation on the terms and conditions set forth in this Agreement is fair, reasonable and adequate and should be approved by the Court and a judgment entered, and to consider such other matters as may properly come before the Court in connection with the Fairness Hearing.

2. Notification to Settlement Class Members. CCI shall be responsible for notifying the Settlement Class Members of this proposed Settlement. Each Settlement Class Member will be sent a notice by first class mail addressed to his or her last known address, if any, as shown by the public records. If a mailing is returned with a forwarding address provided by the Postal Service, the CCI shall re-mail the notice to the address or addresses provided. CCI shall pay the costs of all notices. Except as provided in this Stipulation, CCI shall bear no expenses, costs, damages or fees incurred by the Plaintiffs, by any member of the Settlement Class, or by any of their attorneys, experts, advisors, agents or representatives.

3. Releases. Upon the Effective Date, all claims, rights and causes of action, state or federal, and including damages, losses and demands of any nature whatsoever (including, but not limited to, compensatory damages, consequential damages, restitution, punitive damages, contempt, sanctions, penalties, injunctive relief, declaratory relief or otherwise), whether known or unknown, whether directly, representatively or in any other capacity, against CCI, its parent companies, subsidiaries, affiliates, or predecessors-in-interest, and any of their present and former partners, officers, directors, shareholders, employees, accountants, representatives, attorneys, subsidiaries, divisions, successors, heirs, agents and assigns (but specifically not including Gelm, Inc.) (the "Released Persons"), arising out of the Declaration and the transactions, facts and matters which are or were the subject of either the Lemieux I or Lemieux II Litigation or which could have been asserted in the Litigation by Plaintiffs or any member of the Settlement Class against the Released Persons (all of the foregoing claims in this paragraph are hereinafter referred to as the "Settled Claims"), shall be compromised, settled, released and discharged with prejudice.

4. Full Settlement. The obligations of CCI under this Stipulation of Settlement shall be in full settlement, compromise, release and discharge of the Settled Claims and each of them. Upon approval by the Court of the Settlement provided for in this Stipulation, CCI, the Released Persons or any of them shall have no other or further liability or obligation to any member of the Settlement Class in any court or forum (state or federal) with respect to the Settled Claims, except as expressly provided herein.

5. Written Communications from Class Members. The Class Notice will direct that all written communications from Settlement Class Members or purported Settlement Class Members (including Objections to the proposed Settlement, if any), be mailed to Class Counsel at the following mailing address:

ALEXANDER L. MARTONE, ESQ.  
30 S.E. 7th Street  
Boca Raton, FL 33432

Class Counsel agrees to act as a depository for all written communications from Settlement Class Members or purported Settlement Class Members that are addressed to (or received by):

- (a) Class Counsel; or
- (b) CCI; or
- (c) CCI's Counsel.

Class Counsel, ALEXANDER L. MARTONE, ESQ., agrees to provide a copy of all such written communications so received to CCI's Counsel named below at weekly intervals, beginning on the first Friday after the mailing of the Class Notice and on each Friday thereafter until the date of the Fairness Hearing, in the case of Objections to the Settlement, and until the Effective Date for all other communications:

DAVID D. WELCH, ESQ.  
Welch & Finkel  
2401 E. Atlantic Boulevard, Suite 400  
Pompano Beach, FL 33062

6. Settlement Class Members' Right to Object. Any person who objects to the Settlement or the judgment to be entered thereon, or who otherwise wishes to be heard, may appear in person or by his or her attorney, or in writing, at his or her own expense at the Fairness Hearing and present, as the Court may allow, any evidence or argument that may, in the opinion of the Court, be proper and relevant. However, no such person shall be heard and no papers, briefs, pleadings, or other documents submitted by any person shall be received and considered by the Court (unless the Court in its discretion shall thereafter otherwise direct, upon application of such person and for good cause shown), unless, at least thirty (30) days prior to the hearing, such person shall file with the Court:

- (a) a notice of intention to appear;
- (b) proof of membership in the Settlement Class; and
- (c) the specific grounds for such objections and any reasons why such person desires to appear and to be heard, as well as all documents or writings which such person desires the

Court to consider. Such documents shall be served upon the lawyers listed below under "Receipt of Communications."

Any person who fails to object in the manner prescribed above shall be deemed to have waived his or her objections and shall forever be barred from making any such objections in the Litigation or in any other action or proceeding. Any member of the Settlement Class who accepts the benefits provided pursuant to the Settlement shall be conclusively deemed to have approved of the Settlement, and all terms and conditions thereof.

7. Order and Final Judgment. If this Agreement (including any modification thereto made by agreement of the parties as provided for herein) shall be approved by the Court, the parties shall jointly request the Court to enter an Order and Final Judgment ("Final Order") in a form to be agreed upon by counsel for the parties:

- (a) approving of the Settlement as fair, reasonable and adequate and directing consummation of the Settlement in accordance with its terms and provisions;
- (b) dismissing of the Litigation as to CCI with prejudice as against the Plaintiffs and all members of the Settlement Class, without costs except as provided herein;
- (c) permanently barring and enjoining the institution or prosecution by the Plaintiffs or any member of the Settlement Class, either directly or in any other capacity, of any action asserting claims that are Settled Claims;
- (d) releasing and discharging, on behalf of the Settlement Class and Plaintiffs, the Released Persons from all Settled Claims;
- (e) reserving continuing and exclusive jurisdiction over implementation of the Settlement, and over enforcement, construction and interpretation of this Settlement;
- (f) any other terms in furtherance of the Settlement or in the interests of justice.

8. Definition of Finality. The approval by the Court of the Settlement proposed by the Stipulation of Settlement shall be considered final, and the Settlement shall be considered final (and CCI's obligations hereunder shall arise) for purposes of this Stipulation, either:

(a) upon the entry by the Court of the Final Order and when the applicable period for the appeal of the Final Order shall have expired without an appeal having been filed; or

(b) if an appeal is taken, upon entry of an order affirming the Final Order and when the applicable period for the appeal of such affirmance of the Final Order shall have expired without an appeal having been filed, or upon entry of any stipulation dismissing any such appeal with no right of further prosecution of the appeal; or

(c) if an appeal is taken from any decision affirming the Final Order, upon entry of an order in such appeal finally affirming the Final Order without right of further appeal or upon entry of any stipulation dismissing any such appeal with no right of further prosecution of the appeal.

None of the obligations of CCI pursuant to the Stipulation of Settlement shall become effective until the Settlement becomes final and is no longer subject to direct appeal or review. Notwithstanding the above, CCI shall have the option to declare the Settlement effective and final upon approval by the Court, irrespective of any pending appeal.

9. Effect of Settlement Not Being Final. In the event that the Settlement as provided for in this Stipulation does not become final, or does not become effective for any reason other than the failure of any settling party to perform such party's obligations hereunder, then the Settlement shall become null and void and of no further force and effect, and all negotiations, proceedings, and statements relating thereto shall be without prejudice as to the rights of any and all parties hereto and their respective predecessors and successors, including but not limited to CCI's right to contest whether this action should be maintained as a class action and to defend on the merits of the case itself, and all parties and their respective predecessors and successors shall be restored to their respective positions existing prior to entry into the Settlement.

10. Receipt of Communications. As agent for the receipt of communications relating to the Settlement, the parties appoint:

ALEXANDER L. MARTONE, ESQ.  
30 S. E. 7th Street  
Boca Raton, FL 33432  
Tele: 561-362-5402  
Plaintiffs' Counsel

DAVID D. WELCH, ESQ.  
2401 E. Atlantic Boulevard, Suite 400  
Pompano Beach, FL 33062  
Tele: (954) 943-2020  
Defendant's Counsel

The persons and addresses designated in this paragraph may be changed by any signatory hereto by written notice to the other signatories.

11. Entire Agreement. This Stipulation of Settlement represents the entire agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements, arrangements and understandings related to the subject matter hereof. This Stipulation of Settlement may not be modified or amended except in writing signed by all parties hereto.

12. Headings. The headings herein are for convenience only and shall not affect the interpretation or construction of this Stipulation.

13. Ambiguity Not To Be Construed Against Any Party. For the purpose of construing or interpreting this Stipulation, this Stipulation is deemed to have been drafted equally by all parties hereto and shall not be construed strictly for or against any party.

14. No Admissions. This Stipulation and all negotiations, statements and proceedings in connection therewith (excluding any discovery in the Litigation taken pursuant to the Florida Rules of Civil Procedure) shall not in any event be construed as, or deemed to be evidence of, an admission or concession on the part of CCI of any liability or wrongdoing by it, and shall not be offered or received in evidence in any action or proceeding, or used in any way as an admission, concession or evidence of any liability or wrongdoing of any nature on the part of CCI, and shall not be construed as, or deemed to be evidence of, an admission or concession that the Plaintiffs or any member of the Settlement Class have suffered any damage; and shall not be construed as, or deemed to be evidence of, an admission or concession on the part of the Plaintiffs or any member of the Settlement Class that any of their claims asserted in the Litigation are without merit.



15. Successors. This Agreement upon becoming operative shall be binding upon and inure to the benefit of the settling parties hereto (including the Settlement Class) and their respective heirs, executors, administrators, successors and assigns and upon any corporation, partnership or other entity into or with which any settling party hereto may merge or consolidate.

16. Counterparts. This Agreement may be executed in any number of actual or telecopied counterparts and by the different settling parties hereto on separate counterparts, each of which when so executed and delivered shall be an original. The executed signature page(s) from each actual or telecopied counterpart may be joined together and attached to one such original and shall constitute one and the same instrument.

17. Waivers. The waiver by any party of any breach of this Agreement shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.

18. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of Florida.

19. Time Periods. All time periods and dates relating to this Settlement and reasonable time to carry out any of the provisions of this Settlement are subject to approval extensions of and change by the Court.

20. Retention of Jurisdiction. The administration and consummation of the Settlement as provided herein shall be under the authority of the Circuit Court of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida.

21. Opportunity to Consult. The parties represent that they have had an adequate opportunity to discuss all aspects of this Settlement with their respective attorneys, that they understand all of the provisions of this Agreement and that they are voluntarily accepting its terms.

22. Authority to Execute. Each counsel executing below represents Settlement has been shown to the client(s) who are represented by that attorney and client has authorized the attorney to execute this Settlement on his, her or its behalf.

IN WITNESS WHEREOF, the parties hereto, by their respective counsel, have executed this Stipulation of Settlement as of the day and year first above written.

/s/ Alexander D. Martone

**ALEXANDER L. MARTONE, ESQ.**  
Florida Bar No. 109537  
Attorney for Plaintiff  
30 S. E. 7th Street  
Boca Raton, FL 33432  
Tele: 561-362-5402  
Fax: 561-362-5485

s/ David D. Welch

**DAVID D. WELCH, ESQ.**  
Florida Bar No. 109537  
Attorney for Defendant  
Welch and Finkel  
2401 E. Atlantic Boulevard, Suite 400  
Pompano Beach, FL 33062  
Tele: (954) 943-2020 / Fax: (954) 782-1552

JOHN LEMIEUX, FLOYD DRUMMOND, LINDA MASOTTO,  
FRANK MUZYKA and CHRIS FEDOR,

GENERAL JURISDICTION DIVISION

Plaintiffs,

CASE NO. 502004CA011883XXXXMB (AN)

COVE CLUB INVESTORS, LTD., a Florida Limited Partnership, d/b/a  
BOCA DUNES GOLF & COUNTRY CLUB,

Defendant.

**NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT**

TO: ALL PERSONS WHO OWN SUBDIVISION LOTS IN SANDALFOOT COVE SECTION ONE, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 28, PAGES 225-226, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PLEASE READ THIS NOTICE CAREFULLY. THIS IS NOT A LAWSUIT AGAINST YOU. YOU MAY BENEFIT FROM READING THIS NOTICE. IF YOU HAVE ANY QUESTIONS AS TO WHETHER YOU ARE A MEMBER OF THE SETTLEMENT CLASS, AS DESCRIBED BELOW, OR QUESTIONS REGARDING THE PROPOSED SETTLEMENT, THIS NOTICE OR YOUR BENEFITS UNDER THE PROPOSED SETTLEMENT, YOU MAY CALL ALEXANDER L. MARTONE, ESQ., CLASS COUNSEL, 30 S.E. 7TH STREET, BOCA RATON, FLORIDA 33432, (561) 362-5402, WEEKDAYS, BETWEEN THE HOURS OF 9:00 A.M. AND 5:00 P.M. PLEASE DO NOT CONTACT THE COURT FOR INFORMATION.

AS SET OUT BELOW, MAY 23, 2005, IS THE DEADLINE FOR FILING WRITTEN OBJECTIONS TO THE SETTLEMENT AND/OR EXERCISING YOUR RIGHT TO APPEAR AT THE FINAL HEARING ON JUNE 22, 2005, WHERE THE PARTIES WILL ASK THE COURT TO GIVE FINAL APPROVAL OF THE SETTLEMENT AS FAIR, ADEQUATE, AND REASONABLE, AND ENTER FINAL JUDGMENT THEREON.

This Notice is given pursuant to Rule 1.220(e) of the Florida Rules of Civil Procedure and the Order (the "Hearing Order") entered by the Circuit Court of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida (the "Court") on March 14, 2005. The purpose of this Notice is to inform you of this pending lawsuit (the "Litigation"); to advise you of a proposed settlement of the Litigation (the "Settlement"); to advise you of your rights, if you are a member of the class covered by the proposed Settlement (defined below as the "Settlement Class"), to receive benefits from the Settlement if it is approved by the Court, or to object to the proposed Settlement; and to give you notice of a hearing to be held by the Court on JUNE 22, 2005, at 9:30 o'clock a.m., in Courtroom 10C, Palm Beach County Courthouse, 205 N. Dixie Highway, West Palm Beach, FL 33401, to determine whether the proposed Settlement, on a class-wide basis, should be approved by the Court as fair, reasonable and adequate, and to consider such other matters as may properly come before the Court in connection with the hearing.

**NO OPINIONS ARE EXPRESSED BY THE COURT AS TO THE MERITS**

This Notice is not an expression by any court as to the merits of the claims or defenses of the parties in this Litigation. This Notice was prepared by the parties to the Litigation and approved for dissemination by all parties to the Litigation and by the Court.

**DEFINITION OF THE SETTLEMENT CLASS**

On March 14, 2005, the Court entered an Order Certifying Class for the purposes of settlement. The "Settlement Class" is defined to include all individuals who own subdivision lots in Sandalfoot Cove Section One, according to the plat thereof, as recorded in Plat Book 28, Pages 225-226, of the Public Records of Palm Beach County, Florida. As part of the settlement process, the parties to the Litigation have stipulated that the Litigation shall proceed on behalf of the Settlement Class for settlement purposes only, and the Court's Hearing Order so provides.

**DESCRIPTION OF THE LITIGATION**

On April 7, 2004, John Lemieux, Floyd Drummond, Linda Masotto, Frank Muzyka, and Chris Fedor, filed a Class Action Complaint ("Lemieux I") on behalf of themselves and a class of similarly situated individuals consisting of all owners of subdivision lots in Sandalfoot Cove Section One, according to the plat thereof, as recorded in Plat Book 28, Pages 225-226, of the Public Records of Palm Beach County, Florida, against Cove Club Investors, Ltd, a Florida Limited Partnership ("CCI"), Gelm, Inc., a Florida Corporation ("Gelm"), and Sandalfoot Cove Section #1, Inc., a Florida not-for-profit corporation ("the Association"), alleging, among other things, that the Defendants had failed to comply with various terms and conditions of the Declaration of Conditions, Covenants, Restrictions, and Reservations Affecting Property Located in Sandalfoot Cove dated June 12, 1969, and recorded June 12, 1969, in Official Records Book 1729, Pages 285-292, of the Public Records of Palm Beach County, Florida, as amended by that certain Final Judgment in Case No. 75-4697 CA L01 A, entitled, "Ruth Moltz, et al., Plaintiffs v. Sandalfoot Cove Country Club, Inc., et al., Defendants" (the "Declaration"). The Association was dropped as a party defendant on June 15, 2004. On August 17, 2005, the Court granted, in part, CCI's Motion to Dismiss the Plaintiffs' Complaint, and the Plaintiffs thereafter filed an Amended Complaint. The parties engaged in pretrial discovery, which led to extensive settlement negotiations between CCI and the Plaintiffs. On December 9, 2004, CCI and the Plaintiffs entered into a Settlement Agreement and on December 17, 2004, after further negotiations in which members of the Settlement Class participated, the parties entered into an Amended Settlement Agreement. As a result, CCI was dropped as a party to the Lemieux I Litigation. By agreement of the parties, this action was then commenced as a separate class action lawsuit filed solely against CCI ("Lemieux II") for the purpose of finalizing the settlement agreement with CCI and allowing the Lemieux I Litigation to continue against Gelm.

**COURT ORDERS AND OTHER MATTERS CONCERNING THE SETTLEMENT**

By Order entered March 14, 2005, in the Lemieux II Litigation, the Court, on joint motion of the Plaintiffs and the Defendant, CCI, conditionally certified a Class for settlement purposes. The Order appointed Plaintiffs, John Lemieux, Floyd Drummond, Linda Masotto, Frank Muzyka, and Chris Fedor, as Class Representatives, and Plaintiff's counsel, Alexander L. Martone, Esq., as Class Counsel. Class Counsel has sought and obtained substantial formal and informal discovery from CCI. In addition to the production of documents and responses to written interrogatories by CCI, Class Counsel has engaged the services of experts to analyze the records produced by CCI, and to review the practices and procedures of CCI in implementing and enforcing the provisions of the Declaration. In addition, Class Counsel engaged in extensive discussions with counsel for CCI, with regard to CCI's prior practices and procedures, its current practices and procedures and other issues relevant to the Litigation.

**NO ADMISSION OF LIABILITY**

By settling this lawsuit, CCI is not admitting any liability to the Plaintiffs or the Settlement Class, or that it has done anything wrong.

**SUPPORT OF THE SETTLEMENT BY THE PARTIES**

Based on their review and analysis of the relevant facts and legal principles, Class Counsel's formal and informal discovery, Class Counsel believes that the terms and conditions of the Settlement are fair, reasonable and adequate, and are beneficial to and in the best interests of Plaintiffs and the Settlement Class. Class Counsel bases this opinion upon: (1) the fact that the Settlement provides for members of the Settlement class to receive substantial relief in the most expeditious and efficient manner practicable, and thus, much sooner than would be possible were the claims asserted to be litigated through trial and appeal, even if such claims were ultimately found to be meritorious in all respects; (2) the provision of the Settlement that obligates CCI to provide the benefits of the Settlement to all subdivision lot owners in Sandalfoot Cove Section One, who have to make only minimal effort to enjoy full benefits under the Settlement; (3) the defenses available to CCI with respect to liability; (4) the defenses available to CCI with respect to the availability and amount of any monetary relief; (5) CCI's conditional consent to certify the class for settlement purposes only and CCI's stated intent to litigate vigorously against class certification and on the merits of the claims but for the settlement; and (6) the fact that the Settlement allows members of the Settlement Class to file written objections to the Settlement should they so desire, and to appear at the Fairness Hearing and be heard on such objections.

EXHIBIT A

## THE STIPULATION OF SETTLEMENT

In light of the foregoing, the parties entered into a Stipulation of Settlement which they filed with the Court on February 28, 2005. The Stipulation of Settlement details the terms and conditions of the Settlement, which are summarized below. The parties are urging the Court to approve the Settlement.

## THE PROPOSED SETTLEMENT

The following is a summary of the terms and conditions of the proposed Settlement, which are set forth in detail in the Stipulation of Settlement. The Plaintiffs, in their own behalf and on behalf of the Settlement Class, and CCI agree that upon Court approval, following a Fairness Hearing, a Final Judgment shall be entered, which shall provide as follows:

- (a) that the Declaration of Conditions, Covenants, Restrictions, and Reservations Affecting Property Located in Sandalfoot Cove dated June 12, 1969, and recorded June 12, 1969, in Official Records Book 1729, Pages 285-292, of the Public Records of Palm Beach County, Florida, as amended by that certain Final Judgment in Case No. 75-4697 CA LO1 A, entitled, "Ruth Moltz, et al., Plaintiffs, v. Sandalfoot Cove Country Club, Inc., et al., Defendants," and as further amended by the terms of this Settlement Agreement and final judgment to be entered approving same (the "Declaration"), is a valid and enforceable declaration of use restrictions and covenants that run with the land described in the Declaration and is binding upon the present owners of improved and unimproved subdivision lots in Sandalfoot Cove Section One, their heirs, successors and assigns, and all parties claiming by, through, under, or against them;
- (b) that the "Notice Pursuant to Marketable Record Title Act Section 712.01, et seq., Florida Statutes," dated May 10, 1999, and recorded on May 11, 1999, in Official Records Book 11 099, Page 1973, of the Public Records of Palm Beach County, Florida, by CCI constitutes valid and effective notice pursuant to a Marketable Record Title Act, Section 712.01, et seq., Florida Statutes, for the purposes of preserving and protecting CCI's rights under the Declaration for a period of thirty (30) years from the date of its recordation;
- (c) that CCI shall reduce the monthly Recreation Fee charged to lot owners in Sandalfoot Cove Section One pursuant to paragraph 4(b) of the Declaration from \$84.11, plus sales tax, per lot, per month, to \$70.00, plus sales tax, per lot, per month, effective on the Effective Date of the settlement agreement as hereinafter defined;
- (d) that the aforesaid Recreation Fee shall remain fixed at \$70.00, plus sales tax, per lot, per month, until December, 2006. Thereafter, the Recreation Fee shall be adjusted annually on the first day of each year, commencing January 1, 2007, to reflect a percentage increase or decrease equal to 1.5 times the year over year percentage change in the Consumer Price Index ("CPI") determined by reference to the "12 Months Percent Change" Table, Series CUUR0000SA0, published by the United States Department of Labor, Bureau of Labor Statistics, (or its functional equivalent in the event said table is no longer published). For purposes of this Agreement, the term "CPI" means the "Consumer Price Index-All Urban Consumers, Series CUUR0000SA0, Not Seasonally Adjusted, U.S. City Average, All Items," published by the United States Department of Labor, Bureau of Labor Statistics, and the term "CPI %" means the twelve months percentage change derived from the "12 Months Percent Change" Table, Series CUUR0000SA0, published by said agency. Specifically, the annual adjustment shall be made as follows:

The monthly Recreation Fee for the year prior to the year of adjustment shall be multiplied by the percentage amount which is 1.5 times the CPI percentage change between September of the year prior to the year of adjustment, and September of the year which is two (2) years prior to the year of adjustment. The product of this multiplication shall be added to the amount of the monthly Recreation Fee for the year prior to the year of adjustment, and the resulting sum shall be the amount of the monthly Recreation Fee for the ensuing year. For example, the adjustment to be made as of January 1, 2007, will be calculated as follows:

$$\begin{aligned} \text{CPI \% change from September, 2005 to September, 2006} &= "X\%" \\ "X\%" \times 1.5 &= "Y\%" \\ "Y\%" \times \$70.00 &= "Z\%" \\ \$70.00 + "Z\%" &= \text{Adjusted Recreation Fee for 2007} \end{aligned}$$

In the event that the United States Department of Labor, Bureau of Labor Statistics no longer publishes this data, then the data published by such other governmental agency of the United States, as may keep said cost of living index, as successor to said agency, shall be used.

(e) that the tennis courts and shuffle board courts shall be eliminated as recreational facilities required to be provided by CCI to the lot owners in Sandalfoot Cove Section One under the Declaration, effective on the Effective Date. On or after the Effective Date, CCI shall be free to use the land upon which these facilities are presently located for such purposes as CCI may desire in its sole and unlimited discretion;

(f) that on the Effective Date, CCI shall transfer its power, authority and any obligation it may have to enforce the "deed restrictions" contained in paragraphs 1 through 3 of the Declaration, to a committee of lot owners in Sandalfoot Cove Section One to be initially comprised of the following: Floyd Drummond, John Lemieux, Chris Fedor, Betty Kroener, and Donna Mitchell. The committee shall be known as the "Sandalfoot Cove Section One Deed Restriction Committee," (sometimes hereinafter referred to as the "Committee"), which shall, on or after the Effective Date, be authorized and empowered to enforce the "deed restrictions" contained in the Declaration against offending lot owners in Sandalfoot Cove Section One, as well as the power to transfer its authority to enforce the deed restrictions to a successor committee or owners' association, if and when approved by a majority vote of the lot owners of Sandalfoot Cove Section One. The members of the Committee appointed pursuant to the terms of this Agreement shall serve for a period of six (6) months from the Effective Date. On or before the date which is six (6) months after the Effective Date, an election shall be held to elect the members of the Committee to an initial term of office of three (3) years. Any person who owns or has an ownership interest in a lot in Sandalfoot Cove Section One, (including the above named incumbent members of the Committee), shall be eligible to run for election to the Committee. Owners of lots in Sandalfoot Cove Section One shall be entitled to vote in the election, provided that the voting right is limited to one vote per lot, regardless of whether the lot is owned by a single owner or multiple owners. The vote shall be by written ballot, signed by the lot owner, or, in the case of multiple owners, by all of the lot owners. The five individuals receiving the highest number of votes shall be elected to the Committee, and shall thereafter serve for the initial term of three (3) years, or until they resign, die, become disabled, or cease to own property in Sandalfoot Cove Section One. A Committee member who resigns, dies, becomes disabled, or who ceases to own property in Sandalfoot Cove Section One, prior to the completion of his or her term in office, shall be replaced by an interim member appointed by majority vote of the remaining members of the Committee, who shall serve until the next election. Subsequent elections shall be conducted tri-annually, in accordance with the same procedure, for the duration of the term of the Declaration;

(g) that in the event of any litigation arising out of the Declaration, the prevailing party shall be entitled to an award of reasonable attorney's fees, including appellate attorney fees and all costs of litigation.

## DEADLINES AND WHAT YOU NEED TO DO NOW TO RECEIVE BENEFITS

If you wish, you may consult Class Counsel and/or your own attorney (at your expense), and if you and/or your attorney deem it appropriate, file objections, as described below. You also have the right to file an appearance in the Litigation if you wish. This description of the Litigation, the terms of the Settlement and other matters described herein are general and do not cover all of the issues and proceedings thus far. For the complete details of the Litigation and the terms and conditions of the Settlement, you are referred to the Stipulation of Settlement and the pleadings and other documents on file with the Court. In order to see the complete file, you or your attorney should visit the office of the Clerk of the Palm Beach County Circuit Court, 205 N. Dixie Highway, West Palm Beach, Florida. The Clerk will make the files relating to the lawsuit available to you for inspection and copying at your own expense. You may also request a copy of the entire Stipulation of Settlement by calling the Class Counsel at 561-362-5402, weekdays between the hours of 9:00 a.m. and 5:00 p.m.

## SCOPE OF PROPOSED DISMISSAL OF THE ACTION AND RELEASE OF THE DEFENDANT AND RELATED PERSONS

Pursuant to the proposed Settlement, Plaintiffs have agreed to dismiss, release, and discharge all claims against CCI on behalf of themselves and on behalf of the Settlement Class. Thus, the Stipulation of Settlement provides that, if the Settlement is approved by the Court, all claims, rights and causes of action, state or federal, and including damages, losses and demands of any nature whatsoever (including, but not limited to, compensatory damages, consequential damages, restitution, punitive damages, contempt, sanctions, penalties, injunctive relief, declaratory relief or otherwise), whether known or unknown, whether directly, representatively or in any other capacity, against CCI, its parent companies, subsidiaries, affiliates, or predecessors-in-interest, and any of its present and former partners, officers, directors, shareholders, employees, accountants, representatives, attorneys, subsidiaries, divisions, successors, heirs, agents and assigns (the "Released Persons"), arising out of the Declaration and the transactions, facts and matters which are or were the subject of the Lemieux I and Lemieux II Litigation, including, but not limited to claims asserted in the Lemieux I and Lemieux II Litigation or which could have been asserted in the Lemieux I and Lemieux II Litigation by Plaintiffs or any member of the Settlement Class against the Released Persons (all of the foregoing claims in this paragraph are hereinafter referred to as the "Settled Claims"), shall be compromised, settled, released and discharged with prejudice.

**INCORRECT CLASS MEMBER ADDRESS**

If this Notice was forwarded by the Postal Service, was otherwise sent to you at an address which is not current, you should immediately send a letter to each of the lawyers named below stating your past and current address.

**NOTICE OF SETTLEMENT HEARING**

NOTICE IS HEREBY GIVEN that a hearing has been scheduled for JUNE 22, 2005, at 9:30 o'clock a.m., in the Palm Beach County Courthouse, Courtroom 10C, 205 N. Dixie Highway, West Palm Beach, Florida, at which time a hearing will be held for the purposes of: (1) determining whether the proposed Settlement of the Litigation is fair, reasonable, and adequate, and should be approved by the Court and judgment entered thereon; and (2) considering such other matters on the fairness of the proposed Settlement as may properly come before the Court at the hearing. At the hearing, the Court will hear any objections and arguments concerning the fairness of the proposed Settlement. The Court has reserved the right to adjourn the hearing without further notice to members of the Settlement Class other than by announcement at the hearing. If the Settlement (including any modification thereto made by agreement of the parties as provided for in the Stipulation of Settlement) is approved by the Court, the parties will jointly request the Court to enter an Order and Final Judgment ("Final Order") among other things: (a) approving the Settlement as fair, reasonable and adequate and directing consummation of the settlement in accordance with its terms and provisions; (b) dismissing the Litigation as to CCI with prejudice as against the Plaintiffs and all members of the Settlement Class, without costs, such dismissal to be subject only to compliance by the parties with the terms and conditions of the Stipulation of Settlement and any order of the Court with reference to the Stipulation of Settlement; (c) permanently barring and enjoining the institution or prosecution by the Plaintiffs or any member of the Settlement Class, either directly or in any other capacity, of any action asserting claims that are Settled Claims; (d) releasing and discharging, on behalf of the Settlement Class and the Plaintiffs, the Released Persons from all Settled Claims; and (e) reserving continuing and exclusive jurisdiction over implementation of the Stipulation of Settlement.

**RIGHT TO APPEAR**

Any person who objects to the Settlement, or the judgment to be entered thereon, or who otherwise wishes to be heard, may appear in person or by his or her attorney, at his or her own expense, at the Fairness Hearing and present, as the Court allows, any evidence or argument that may be proper and relevant, as determined by the Court. However, no such person shall be heard, and no papers, briefs, pleadings, or other documents submitted by any person shall be received and considered by the Court (unless the Court in its discretion shall thereafter otherwise direct), upon application of such person and for good cause shown), unless by MAY 23, 2005, such person has filed with the Court (a) a notice of intention to appear; (b) proof of membership in the Settlement class; and (c) the specific grounds for such objections and any reasons why such person desires to appear and to be heard, as well as all documents or writings which such person desires this Court to consider. Such documents shall be served upon the following counsel contemporaneous with filing such documents with the Court:

On behalf of Plaintiffs and the Settlement Class:

ALEXANDER L. MARTONE, ESQ.  
30 S. E. 7th Street  
Boca Raton, FL 33432  
Tele: 561-362-5402 / Fax: 561-362-5485

On behalf of CCI:

DAVID D. WELCH, ESQ.  
WELCH & FINKEL  
2401 E. Atlantic Boulevard, Suite 400  
Pompano Beach, FL 33062  
Tele: (954) 943-2020 / Fax: (954) 782-1552

Any person who fails to object in the manner prescribed above will be deemed to have waived his or her objections and will forever be barred from making any such objections in the Litigation or in any other action or proceeding. Any member of the Settlement Class who accepts the benefits provided pursuant to the Settlement shall be conclusively deemed to have approved of the Settlement.

**FINALITY OF AND CONDITIONS OF SETTLEMENT**

The Stipulation of Settlement provides that the approval by the Court of the Settlement will be considered final, and the Settlement will be considered final (and CCI's obligation thereunder will arise), either (a) upon the entry by the Court of the Final Order and when the applicable period for the appeal of such Final Order shall have expired without an appeal having been filed; or (b) if an appeal is taken, upon entry of an order affirming the Final Order and when the applicable period for the appeal of such affirmation of the Final Order shall have expired without an appeal having been filed, or upon entry of any stipulation or order dismissing any such appeal with no right of further prosecution of the appeal; or (c) if an appeal is taken from any decision affirming the Final Order, upon entry of an order in such appeal finally affirming the Final Order without right of further appeal or upon entry of any stipulation or order dismissing any such appeal with no right of further prosecution of the appeal. None of the obligations of CCI pursuant to the Stipulation of Settlement shall become effective until the Settlement becomes final and is no longer subject to direct appeal or review. Notwithstanding the above, CCI shall have the option to declare the Settlement effective and final upon approval by the Court, irrespective of any pending appeal.

PLEASE DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE.

DATED: MARCH 23, 2005.

BY ORDER OF THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA



STATE OF FLORIDA - PALM BEACH COUNTY

I hereby certify that the foregoing is a true copy of the record in my office.

THIS 04 DAY OF August 20 05  
SARAH R. BOCK  
CLERK & COMPTROLLER  
By Sarah C  
DEPUTY CLERK

**BY-LAWS**  
**OF**  
**SANDALFOOT COVE ONE**  
**HOMEOWNER'S ASSOCIATION, INC.**

PRINTED JANUARY 2007  
AMENDED DECEMBER, 2008 AND FEBRUARY, 2009

**GENERAL**

1. The Corporation shall be known as SANDALFOOT COVE ONE HOMEOWNER'S ASSOCIATION, INC.

2. The Corporation shall be governed by the Not-For-Profit Corporation Act of the State of Florida or as thereafter amended.

3. The Corporation shall have a Registered Agent and a Registered Office as provided in the Not-For-Profit Corporation Act of the State of Florida or as hereafter amended.

4. The Annual Report of the Corporation shall be filed with the Secretary of the State of Florida between the 15th day of January and the last day of February of every year. It shall be executed on the form provided by the Secretary of the State of Florida and filed by the Secretary of the Corporation. The Secretary shall forward a copy of the Annual Report to the President of the Corporation for his/her reference.

5. The issuance of stock certificates by the Corporation is prohibited.

6. Minutes of all meetings of the membership, Board of Directors, and Committees shall be maintained by the Secretary. The Secretary shall further make an accurate attendance count at each meeting. Complete and correct books of accounting shall be maintained by the Treasurer.

**ARTICLE I – OBJECT**

SECTION 1. THE PURPOSE of Sandalfoot Cove One Homeowner's Association, Inc. is to retain and promote betterment of the community known as of Sandalfoot Cove Section One as described in the original Plat Book 28, pages 225 - 226 at the Palm Beach County Courthouse

in West Palm Beach, Florida.

SECTION 2. TO PROMOTE friendly and neighborly relations among the residents in Section One and other sections of Sandalfoot Cove for the best interest of all concerned.

SECTION 3. TO ENCOURAGE BEAUTIFICATTON of each parcel in Section One and other areas of Sandalfoot Cove.

SECTION 4. TO RECOMMEND and initiate united and concerted action by the owners of the real property lying within the territorial limits described in Section 1 of Article I wherever the Corporation shall deem such action necessary or advisable and for the best interest of such real property owners as a whole: to act on the behalf of members for enforcement of protective covenants, deed restrictions and contracts for the benefit of all concerned as stated in the Final Judgment of Case No. 502004CA011883XXXXMB (AN). In The Circuit Court of the Fifteenth Judicial Circuit, in and for Palm Beach County Florida, June 22, 2005.

## ARTICLE II - MEMBERSHIP

SECTION 1. VOTING MEMBERS. All persons owning property within the area described in Section 1 of Article 1 are mandatory members in the Corporation and there shall be one (1) vote for each lot owner.

SECTION 2. VOTING RIGHTS. Voting rights will terminate when the current year's dues have not been paid by 30 days before the Annual Meeting.

SECTION 3. QUORUM. Thirty percent (30%) of the total voting membership shall constitute a quorum for amendment voting purposes. All other issues will require a quorum of ten percent (10%) of the voting membership, provided there is no conflict with Florida State statutes.

**Article II, Section 4 shall be deleted in its entirety** (approved 02/19/2009)

SECTION 4. .

**Article II, Section 4 shall be replaced with the following:** (approved 02/19/2009)

Section 4. Assessment Authority. The Association, through its Board of Directors, shall have the power and authority to make and collect General Assessments (Dues). General Assessments (Dues) shall be determined annually through the budgeting process for the purpose of maintenance and management of the Association, and for the purpose of promoting the health, safety and welfare of the Owners. All Lots shall be assessed equally for (Dues) General Assessments.

**Special Assessments can not be authorized or collected** by the Board of Directors without the approval of 2/3 of the Members present or by proxy at a regular or special meeting of the Members, provided a quorum exists at such meeting.

**A new Article II, Section 4.1 shall be added as follows:** (approved 02/19/2009)

#### Section 4.1 Assessments

All Assessment installments shall be collected by the Association. Any assessment installment which is not paid when due will be delinquent. If an assessment installment is not paid within fifteen (15) days after the due date, the lot owner shall be subject to a late fee of twenty-five dollars (\$25.00) for each installment that is delinquent. The Association may bring legal action, in accordance with Florida Statute 720.3085, against the Owner personally obligated to pay the assessments and/or foreclose the lien against the property, and interest, late fees, costs and reasonable attorneys' fees incurred by the Association in connection with collection shall be added to the amount of such assessment. Interest shall be due and payable on any Assessment not paid within 15 days after the due date at the highest allowable rate permitted by Florida law, or a lesser amount if approved by the Board. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of or abandonment of his or her Lot.

**A new Article II, Section 4.2 shall be added as follows:** (approved 12/18/2008)

#### Section 4.2 Fines for Non-Compliance

Fines for Non-Compliance. In addition to all other remedies provided in the Declaration or these By-laws, and to the extent permitted by Chapter 720, Florida



Statutes, the Board in its sole discretion, may levy a fine against and Owner for failure of the Owner, his family, guests, invitees, or employees, to comply with any provisions of the Declaration, Articles, these By-laws, or the rules and regulations. The procedures for levying fines and penalties for non-compliance shall be in accordance

### ARTICLE III - DIRECTORS

SECTION 1. ELECTIONS. The Board of Directors will be elected from the members –owners of real property in Sandalfoot Cove Section One. The Board shall consist of not more than eleven (11) members, nor less than five (5) members. At the Annual Meeting, new Directors will be elected for a period of three (3) years to replace the Directors whose terms of three (3) years have expired.

SECTION 2. ELECTION OF OFFICERS. The Directors shall convene the first week following the Annual Meeting to elect from the Board of Directors; the President, First Vice President and Second Vice President. The Secretary and Treasurer will be appointed by the President with the approval of the Board of Directors. The President will serve as Chairman of the Board of Directors.

SECTION 3. QUORUM. A Majority of the full Board of Directors shall constitute a quorum at any duly authorized Board Meeting.

SECTION 4. BOARD MEETINGS. Board of Directors meetings shall be held monthly at a date and time to be determined by the President to serve the best interests of Sandalfoot Cove One Homeowner's Association, Inc.

SECTION 5. ATTENDANCE. Directors, when in the area, are expected to attend all meetings unless they are unable due to illness, etc. Absence from three (3) or more successive meetings without written explanation to the Board of Directors may be the basis of requesting resignation and the appointment of a replacement. If, for any reason, a Director is not performing his/her duties, he/she may be recalled by a vote of two-thirds (2/3) of the Board of Directors.

SECTION 6. RESIGNATIONS AND TERMINATION. When needed, the President will appoint from the membership a replacement of a Board of Director member who has resigned or has been terminated. This appointment will be to fill the unexpired term.

### ARTICLE IV - OFFICERS

SECTION 1. PRESIDENT. The President shall be chief executive officer, preside at all meetings of the members and meetings of the Board of Directors. The President shall perform such other duties as directed by the Board of Directors, not inconsistent with the laws of the State of Florida or these By-Laws.

SECTION 2. FIRST VICE PRESIDENT. The First Vice President will preside and exercise all the powers, authority and duties during the absence or disability of the President.

SECTION 3. SECOND VICE PRESIDENT. The Second Vice President will preside and exercise all the powers, authority and duties during the absence or disability of both the President and the First Vice President.

SECTION 4. TREASURER. The Treasurer shall have the care, custody and control of all dues and all funds of Sandalfoot Cove One Homeowner's Association, Inc., and deposit same in such bank or banks as the Board of Directors may elect. The Treasurer shall sign all checks and drafts for disbursement of funds and perform such other duties as directed by a resolution of the Board of Directors not inconsistent with the laws of the State of Florida or these By-Laws. In the absence of the Treasurer, checks may be signed by the President or First Vice President.

SECTION 5. SECRETARY. The Secretary shall keep the minutes of all meetings of the Board of Directors and meetings of the members. The Secretary shall send out notices of Special and Annual meetings, assemble reports of committees and perform all other duties usual to that office and provide each new Director with a copy of the By- Laws.

SECTION 6. VACANCIES. If the office of President becomes vacant for any reason, the First Vice President shall become President. In the event of a vacancy in any other office for any reason, such vacancy shall be filled until the next election by a majority vote of the Board of Directors. The members shall be advised of changes.

## ARTICLE V – COMMITTEES

SECTION 1. SPECIAL COMMITTEES. Special Committees may be appointed by the President with the approval of a majority of the Board of Directors to carry out the purpose;; of Sandalfoot Cove One Homeowner's Association, Inc.

SECTION 2. THE PRESIDENT. The President shall be a member ex-officio of all committees.

## ARTICLE VI - INDEMNIFICATION

SECTION 1. THE SANDALFOOT COVE ONE HOMEOWNER'S ASSOCIATION, INC.. An insurance policy will be in effect to protect all Officers, Directors and Members of Committees appointed by the Board of Directors against any and all legal actions for any activities performed in the interest of Property Owners in Section One and authorized by a

resolution of the Board of Directors or on the approval of two-thirds (2/3) of the membership in attendance at a regularly constituted meeting or special meeting.

## ARTICLE VII – MEETINGS

SECTION 1. ANNUAL MEETING. The Annual Meeting of the members will be held during the month of February each year.

SECTION 2. COMMUNITY MEETINGS. Community meetings will be determined by the Board of Directors with a forty-eight (48) hour notice by the Secretary.

SECTION 3. SPECIAL MEETINGS. A Special meeting of the members shall be called on the written request of twenty (20) or more members to the President or Board of Directors or by the Board of Directors on forty-eight (48) hours notice.

SECTION 4. ORDER. All meetings shall be conducted by the Robert's Rules of Order, and any condition not covered by these By-Laws will be governed by the Robert's Rules of Order.

## ARTICLE VIII – EXPENDITURES

SECTION 1. APPROVAL. No expenditure shall be made, or obligation of greater than \$500, unless and until the same is ordered and approved by the Board of Directors and until sufficient funds are on hand.

## ARTICLE IX - AMENDMENTS TO BY-LAWS

**Article IX, Section 1 shall be deleted in its entirety:** (approved 02/19/2009)

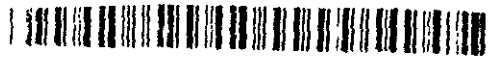
**Article IX, Section 1 shall be replaced as follows:** (approved 02/19/2009)

**Article IX, Section 1. Amendments to the By-laws.**

These Bylaws may be amended, at a regular or special meeting of the Members in which a quorum exists, by a vote of a majority of Members present in person or by proxy, provided that the notice to the Members of the meeting disclosed the information that the amendment of the Bylaws was to be considered.

**ARTICLE X - ORDER OF BUSINESS**

- (1) Establish a Quorum.
- (2) Reading of the Minutes of the previous meeting.
- (3) Reports of Treasurer
- (4) Reports of Committees
- (5) Unfinished Business
- (6) New Business
- (7) Adjournment



CFN 20130135841  
OR BK 25894 PG 1539  
RECORDED 03/22/2013 14:57:46  
Palm Beach County, Florida  
Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 1539 - 1563; (25pgs)

This Instrument prepared by  
and to be returned to:  
Michael S. Foelster, Esq.  
Sachs Sax Caplan  
6111 Broken Sound Parkway, Suite 200  
Boca Raton, FL 33487  
(561) 994-4499

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDITIONS, COVENANTS,  
RESTRICTIONS AND RESERVATIONS AFFECTING PROPERTY LOCATED IN SANDALFOOT COVE AND  
THE BYLAWS OF SANDALFOOT COVE ONE HOMEOWNER'S ASSOCIATION, INC.**

I HEREBY CERTIFY that the amendments attached as Exhibit "A" to this Certificate of Amendment were duly adopted as amendments to the Declaration of Conditions, Covenants, Restrictions and Reservations Affecting Property Located in Sandalfoot Cove (as previously amended, the "Declaration"). The Declaration is recorded in Official Records Book 1729, at Page 285, of the Public Records of Palm Beach County, Florida. Additionally, I certify that the amendments attached as Exhibit "B" to this Certificate of Amendment were duly adopted as amendments to the Bylaws of Sandalfoot Cove One Homeowner's Association, Inc. (the "Bylaws"). Finally, I certify that the members of Sandalfoot Cove One Homeowner's Association (the "Association") have elected, in order that all members and future members are aware of the Association's Bylaws, Articles of Incorporation and Rules and Regulations, as same may be amended or modified from time to time, to incorporate same by this reference into the Declaration. The current Bylaws are attached to this Certificate of Amendment as the "Bylaws Exhibit". The current Articles of Incorporation are attached to this Certificate of Amendment as the "Articles of Incorporation Exhibit". The current Rules and Regulations attached to this Certificate of Amendment as the "Rules and Regulations Exhibit".

DATED this 5 day of March, 2013.

WITNESSES:

SANDALFOOT COVE ONE HOMEOWNER'S  
ASSOCIATION, INC.

Mandi Losh  
Signature

By: Adriana Lalama  
-Adriana Lalama, President

Mandi Losh  
Print Name

Adriana Lalama  
Signature

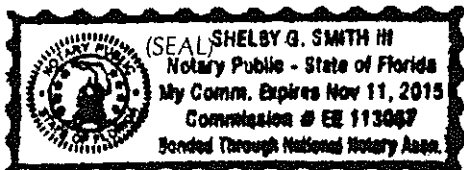
By: Ellen Zagofsky  
Ellen Zagofsky, Secretary

Adriana Lalama  
Print Name

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

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of March, 2013, by Adriana Lalama, as President, and Ellen Zagofsky, as Secretary, of Sandalfoot Cove One Homeowner's Association, Inc., who are Personally Known [ ] or Produced Identification [ ] .

Type of Identification Produced: DL 2212-20249-427-0



[Signature]  
NOTARY PUBLIC State of Florida at Large

## EXHIBIT "A"

### AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR SANDALFOOT COVE ONE HOMEOWNER'S ASSOCIATION, INC.

The original Declaration of Conditions, Covenants, Restrictions and Reservations Affecting Property Located in Sandalfoot Cove is recorded in Official Records 1729, Page 285, of the Public Records of Palm Beach County, Florida (the "Declaration").

As indicated herein, words underlined are added and words ~~struck through~~ are deleted.

---

**Item 1: Article 3, Section (i) of the Declaration is modified as follows:**

(i) ~~The following~~ All lots in section one are designated as residential lots and ~~which~~ shall not be used for any purpose other than as ~~the housing of one~~ "single family households".~~‡~~ As used herein, "Single-family household" is defined as a household in which the residents are related by blood, adoption, or marriage; for example, a household of spouse-spouse, parent-child, grandfather-child, sibling-sibling, or any combination thereof. Notwithstanding the foregoing, in the event only two residents reside in a home, such residents need not be considered members of a single-family household. Additionally, in the event any resident requires a full-time licensed care-giver to reside in the home for the sole purpose of providing care to the resident, the licensed care-giver need not be considered a member of a single-family household.

**Item 2: Article 3 of the Declaration is modified by adding the following as a new Section (k):**

(k) Only natural persons may own a lot and after the date that this amendment is recorded, no lot may be transferred or sold to any Entity, or otherwise owned by an Entity (As used herein "Entity" means a corporation, limited liability company, partnership, or other non-natural person), with the exception of: (i) the Association, which may own any lot that it obtains (whether by purchase, gift, deed-in-lieu of foreclosure, foreclosure, et cetera), and (ii) an institutional mortgagee that obtains title to a lot as a result of a foreclosure of its mortgagee on the lot. Notwithstanding the foregoing, trusts established for estate planning purposes may own lots, provided that the grantor or a named beneficiary of the trust resides within the home. Nothing here shall be deemed to prohibit all owners in the Association from collectively and contemporaneously selling their lots to a developer.

**Item 3: Article 3 of the Declaration is modified by adding the following as a new Section (l):**

(l) After the date that this amendment is recorded, no owner may own more than (two) 2 lots, and, in such event, the owner must live in the home on one (1) of the lots. This amendment shall not affect any right of any owner who was a record owner of a lot on the date that this amendment is recorded.

**Item 4: Article 3 of the Declaration is modified by adding the following as a new Section (m):**

(m) In order that all Members and future Members are aware of the Association's Bylaws, Articles of Incorporation and Rules and Regulations, such documents, as same may be amended or modified from time to time, are incorporated into this Declaration by this reference. The current Bylaws will be attached to this amendment at the time of recording as "Bylaws Exhibit". The current Articles of Incorporation will be attached to this amendment at the time of recording as "Articles of Incorporation Exhibit". The current Rules and Regulations will be attached to this amendment at the time of recording as "Rules and Regulations Exhibit".







CFN 20140167345  
 OR BK 26776 PG 0355  
 RECORDED 05/07/2014 14:45:51  
 Palm Beach County, Florida  
 Sharon R. Bock, CLERK & COMPTROLLER  
 Pgs 0355 - 358; (4pgs)

This Instrument prepared by  
 and to be returned to:  
 Michael S. Foelster, Esq.  
 Sachs Sax Caplan  
 6111 Broken Sound Parkway, Suite 200  
 Boca Raton, FL 33487  
 (561) 994-4499

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDITIONS, COVENANTS,  
 RESTRICTIONS AND RESERVATIONS AFFECTING PROPERTY LOCATED IN SANDALFOOT COVE AND  
 THE BYLAWS OF SANDALFOOT COVE ONE HOMEOWNER'S ASSOCIATION, INC.**

I HEREBY CERTIFY that the amendments attached as Exhibit "A" to this Certificate of Amendment were duly adopted as amendments to the Declaration of Conditions, Covenants, Restrictions and Reservations Affecting Property Located in Sandalfoot Cove (as previously amended, the "Declaration"). The Declaration is recorded in Official Records Book 1729, at Page 285, of the Public Records of Palm Beach County, Florida.

DATED this 25 day of April, 2014.

WITNESSES:

SANDALFOOT COVE ONE HOMEOWNER'S ASSOCIATION, INC.

Mary Hurayt  
 Signature

By:

Adriana Lalama  
 Adriana Lalama, President

GARY HURAYT  
 Print Name

Adriana Lalama  
 Signature

By:

Ellen Zagofsky  
 Ellen Zagofsky, Secretary

Adriana Lalama  
 Print Name

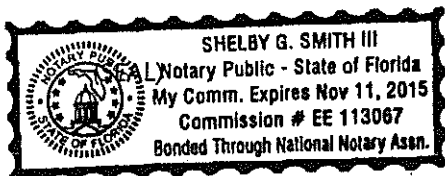
STATE OF FLORIDA )

) ss:

COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 25 day of <sup>April</sup> ~~March~~, 2014, by Adriana Lalama, as President, and Ellen Zagofsky, as Secretary, of Sandalfoot Cove One Homeowner's Association, Inc., who are Personally Known [ ] or Produced Identification [ ]

Type of Identification Produced: DV. 2412402-9927.0



[Signature]  
 NOTARY PUBLIC, State of Florida at Large

## EXHIBIT "A"

### AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR SANDALFOOT COVE ONE HOMEOWNER'S ASSOCIATION, INC.

The original Declaration of Conditions, Covenants, Restrictions and Reservations Affecting Property Located in Sandalfoot Cove is recorded in Official Records 1729, Page 285, of the Public Records of Palm Beach County, Florida (the "Declaration").

As indicated herein, words underlined are added and words ~~struck through~~ are deleted.

---

#### Article 3 of the Declaration is modified by adding the following as a new Section (n):

(n) Leasing/Rental. Any Owner who desires to sell/lease/rent his or her lot shall be required to provide notice of such proposed sale/lease/rental to the Association at least thirty (30) days prior to the desired sale/start of the lease/rental. The Association shall have the authority to approve or disapprove any proposed sale, purchase, lease or proposed buyer/tenant in accordance with the procedures and requirements identified in this Section as follows:

(1) Only approved owners/tenants may reside in a home. Accordingly, all individuals (over 18 years old) who desire to reside in a home must apply for approval by the Association.

(2) The Association shall have the authority to charge an application fee in an amount to be determined by the Board of Directors from time to time, which in no event may exceed the highest amount permitted by applicable law.

(3) The Association shall have the authority to conduct a criminal and credit background check on each prospective owner and/or tenant in order to determine whether such individual is eligible pursuant to the requirements of this Section. The fees for conducting these background checks must be paid in advance by the prospective tenant or prospective owner. Additionally, the Association shall have the authority to conduct a personal interview with all prospective tenants.

(4) Subleases and assignments of leases shall be prohibited, and no portion of any home or lot may be rented other than the entire home or lot.

(5) The owner will be jointly and severally liable with the tenant to the Association for any injury or damage to property caused by the tenant.

(6) In the event an existing lease/rental is being renewed or extended, notice of such renewal or extension, and a copy of the renewed or extended lease must also be provided to the Association at least thirty (30) days prior to the end of the original lease term. Provided that tenant has not violated any governing document, rule or regulation of the Association, the Association may waive the requirement for the tenant to re-apply for approval for a renewed or extended lease.

(7) As a condition to approving any proposed lease or lease renewal, the Association may require that the owner and each tenant to enter into a lease addendum with the Association, on a form approved by the Association in its sole and absolute discretion. Such lease addendum may include, without limitation, (i) the Association's right to evict any and all tenants for violations of any governing documents, rules or regulations of the Association; (ii) the Association's right to demand that the tenants make any and all rental payments directly to Association, if the owner becomes delinquent in the payment of any monetary obligation to the Association; and (iii) any other provisions reasonably calculated by the Board to provide for the preservation of the safety, welfare or peace of mind of the Association's residents.

(8) The Association may deny any proposed sale, owner, rental, lease or tenant, including renewals or extensions of a rent/lease, based upon the following factors:

- (a) The person(s) seeking approval has been convicted at any time of a felony involving violence to a person or a felony where the victim was a minor; or
- (b) The person(s) seeking approval is a registered sexual offender or sexual predator pursuant to Florida law or pursuant to any other jurisdiction; or
- (c) The person(s) seeking approval takes possession of the lot prior to the approval by the Association as provided for herein; or
- (d) The person(s) seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his/her conduct in this or any other association as a lessee, guest, owner or occupant of a lot; or
- (e) At the time of the application or at any time prior to the time approval is granted, the owner is delinquent in the payment of any monetary obligation to the Association, or if the lot or property owner is in violation of any provision of any governing document, rule or regulation of the Association which remains uncured at the time the Association makes its decision regarding the proposed lease.

(9) This amendment shall not affect any right of any owner who was a record owner of a lot on the date that this amendment is recorded. No lot may be rented by the owner until such time as the owner has owned a lot in the Association for a period of at least twelve (12) consecutive months. Notwithstanding the foregoing, so long as the property owner has owned one (1) lot for at least twelve (12) consecutive months, the owner may purchase and rent/lease an additional lot without being subject to the above waiting period. The date that the instrument of conveyance is recorded in the public records of Palm Beach County, Florida shall commence the twelve (12) month period. If a property owner owns two (2) properties, the owner must live on one (1) of the properties. Only one (1) property may be rented, regardless of the number of properties owned by the

respective owner. Notwithstanding the foregoing, if the Association owns any lot, the Association shall have the authority to lease such lot at any time within the first twelve (12) months of ownership and thereafter. If the Association owns more than one (1) lot, the Association may lease more than one (1) lot.

(10) Notwithstanding any right an owner may have hereunder to lease/rent the owner's lot, in order to preserve the character of the community as an ownership community, at any given time no more than thirty percent (30%) of the properties subject to the Association may be leased or rented.

(11) The Association's Rules and Regulations, as same may be amended or modified from time to time, are automatically incorporated into each lease. The owner and/or the tenant are responsible for obtaining a copy of the current Rules and Regulations and the tenant must comply with same.